



Jay Miller, Mayor  
Alan Lambert, Mayor Pro Tem  
Richard Carter, Councilor  
Keith Lambert, Councilor  
Jonathan Rice, Councilor  
Jennifer Sanborn, Councilor  
Randy Winkler, Councilor

City Hall  
City Council Chambers  
202 Railroad Avenue  
Rifle, CO

Cablecast Live on  
Comcast Channel 10

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**REGULAR MEETING  
July 2, 2012**

**WORKSHOP 6:00 P.M.  
CONFERENCE ROOM**

- 6:00 P.M. Information Technology update (Buzz Kehoe)
- 6:30 P.M. Update from Middle Colorado River Watershed Partnership (Denis Reich)

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

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

- 7:00 p.m. 1. Regular Meeting Call to Order and Roll Call
- 7:03 p.m. 2. Consent Agenda – consider approving the following items:
- A. Minutes from the June 18, 2012 Regular Meeting
  - B. Liquor License Renewals – Winchester Nite-Club; Base Camp Café
  - C. Stipulation, Agreement, and Order with respect to liquor license of Fiesta Guadalajara
  - D. Intergovernmental Agreement for Congregate Meal/Nutrition Program
  - E. Consider Colorado River Cooperative Agreement (Karl Hanlon)
  - F. Consider PRAB appointment
  - G. Accounts Payable

- 7:08 p.m. 3. Citizen Comments and Live Call-In ((970) 665-6406)  
(For issues NOT on the Agenda. Please limit comments to 3 minutes.)
- 7:11 p.m. 4. Action, if any, on Workshop Items (Mayor Miller)
- 7:15 p.m. 5. Consider directing staff to prepare lease agreement with Colorado Department of Transportation for boat ramp area (Helen Rogers)
- 7:25 p.m. 6. Consider adopting City Strategic Plan for 2012 (John Hier)
- 7:35 p.m. 7. Consider Ordinance No. 14, Series of 2012 (second reading), extending approval of \$25,500,000 Water and Power Loan Agreement for new water treatment plant (Jim Neu)
- 7:45 p.m. 8. Consider Ordinance No. 15, Series of 2012 (second reading) amending Section 4-2-50 of the Rifle Municipal Code to extend sales and use tax rebates for qualified photovoltaic and solar thermal system installations for an additional three-year period (Jim Neu)
- 7:55 p.m. 9. Consider Ordinance No. 16, Series of 2012 (first reading) extending Franchise Agreement with Comcast to December 31, 2012 (Jim Bell)
- 8:05 p.m. 10. Consider request to amend Rifle Heights Subdivision Whiteriver Avenue Fee (Matt Sturgeon)
- 8:15 p.m. 11. Administrative Reports
  - A. City Manager Report
  - B. Other Reports
- 8:25 p.m. 12. Comments from Mayor and Council
- 8:35 p.m. 13. Executive Session
  - A. Discussion of a personnel matter under CRS 24-6-402(2)(f) and not involving: (1) any specific employees who have requested discussion of the matter in open session; (2) any member of this body or any elected official; (3) the appointment of any person to fill an office of this body or of an elected official; or (4) personnel policies that do not require the discussion of matters personal to particular employees (John Hier)
  - B. Conference with City Attorney for the purpose of receiving legal advice on specific legal questions under CRS 24-6-402(4)(b) (Discussion of CDPHE Violation Letter- Jim Neu)

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

**Next Regular Meeting of Council: July 18, 2012 at 7:00 p.m.**



**RIFLE CITY COUNCIL MEETING**

Monday, June 18, 2012

REGULAR MEETING

7:00 p.m. \* Council Chambers

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

**PRESENT ON ROLL CALL:** Councilors Rich Carter, Alan Lambert, Keith Lambert, Jonathan Rice, Jen Sanborn, Randy Winkler, and Mayor Jay Miller.

**OTHERS PRESENT:** Matt Sturgeon, Assistant City Manager/Director of Planning; Lisa Cain, City Clerk; Jim Neu, City Attorney; Karl Hanlon, City Attorney; Michael Churchill, Channel 10 Assistant Manager; Rick Barth, City Engineer; Aleks Briedis, Recreation Director; Daryl Meisner, Police Chief; Tom Whitmore, Parks Director; Kelly Allen; David Bottroff; Paul Currier; Gil Frontella; Mike McKibbin; Jennifer Reyelts; Joseph Reyelts; Michael Reyelts; Arturo Saucedo; John Scalzo; and John Steele.

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

- A. Minutes from the June 6, 2012 Regular Meeting
- B. Liquor License Renewal – Sports Corner
- C. Orders permanently staying suspension of liquor licenses of Plaza Liquors, Rocky Mountain Liquors, Shale Country Liquors, Wing Nutz Bar and Grill, Rifle Brewing Company, Thai Chili Bistro, and Wal-Mart
- D. Accept audit of 2011 financial records
- E. Accounts Payable

Councilor A. Lambert moved to approve Consent Agenda Items A, B, C, D, and E; seconded by Councilor Rice.

Roll Call: Yes – Rice (abstaining as to Item A), Carter, A. Lambert, K. Lambert, Sanborn, Winkler, Miller

**CITIZEN COMMENTS AND LIVE CALL-IN**

David Bottroff introduced Reach-Out Colorado, Inc. (“the ROC”), a resource and referral center for members of the community in need.

There were no other citizen comments or live call-ins.

**CONSIDER APPROVING CONCEPT OF EAGLE SCOUT PROJECT**

Joseph Reyelts and Parks Director Tom Whitmore presented a proposal that Mr. Reyelts either install a bus shelter at the Park-n-Ride located at Centennial Parkway and Railroad Avenue, or replace the Metro Park bus shelter, to facilitate Mr. Reyelts’ pursuit of an Eagle Scout designation.

Councilor Rice moved to approve Joseph Reyelts’ concept for his Eagle Scout project; seconded by Councilor A. Lambert.

Roll Call: Yes – Carter, A. Lambert, K. Lambert, Rice, Sanborn, Winkler, Miller

**CONSIDER AMENDING HUD/DOT GRANT AGREEMENT FOR NEW UTE THEATRE PRO FORMA**

Assistant City Manager/Director of Planning Matt Sturgeon recommended that Council approve an amendment to the HUD/DOT Downtown Grant contract for \$23,995 to allow consultant EPS to create a Business Operations Plan for the New Ute Event Center.

Councilor Carter moved to approve an amendment to the HUD/DOT Downtown Grant contract for the amount of \$23,995 to allow consultant EPS to create a Business Operations Plan for the New Ute Event Center; seconded by Councilor K. Lambert.

Roll Call: Yes – Carter, A. Lambert, K. Lambert, Rice, Sanborn, Winkler, Miller

**PUBLIC HEARING – APPLICATION TO TRANSFER HOTEL & RESTAURANT LIQUOR LICENSE FROM ANGELICA BURGARA D/B/A EL KORA MEXICAN RESTAURANT TO ARTURO SAUCEDA D/B/A EL KORA MEXICAN RESTAURANT**

Mayor Miller opened the public hearing and swore in Arturo Saucedo. Mr. Saucedo presented his application to transfer the Hotel and Restaurant Liquor License at 160 East 26<sup>th</sup> Street from Angelica Burgara doing business as El Kora Mexican Restaurant to himself. City Clerk Lisa Cain stated that the hearing was properly noticed, the application is complete, and the fees have been paid.

Councilor A. Lambert moved to approve the application to transfer the Hotel and Restaurant Liquor License at 160 East 26<sup>th</sup> Street from Angelica Burgara doing business as El Kora Mexican Restaurant to Arturo Saucedo doing business as El Kora Mexican Restaurant; seconded by Councilor Rice.

Roll Call: Yes - Carter, A. Lambert, K. Lambert, Rice, Sanborn, Winkler, Miller

**RECEIVE UPDATE ON COLORADO RIVER COOPERATIVE AGREEMENT**

City Attorney Karl Hanlon provided an update on the Colorado River Cooperative Agreement.

**CONSIDER ORDINANCE NO. 14, SERIES OF 2012 (EMERGENCY OR FIRST READING), EXTENDING APPROVAL OF \$25,500,000 WATER AND POWER LOAN AGREEMENT FOR NEW WATER TREATMENT PLANT**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE LOAN AGREEMENTS AND THE ISSUANCE OF ONE OR MORE GOVERNMENTAL AGENCY BONDS BY THE CITY OF RIFLE, COLORADO, ACTING BY AND THROUGH ITS WATER ENTERPRISE, TO THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY, SUCH GOVERNMENTAL AGENCY BONDS TO BE IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$25,500,000, FOR THE PURPOSE OF FINANCING IMPROVEMENTS TO THE WATER TREATMENT SYSTEM OPERATED BY SUCH ENTERPRISE, INCLUDING CONSTRUCTION OF A NEW WATER TREATMENT FACILITY; PROVIDING FOR APPLICATION OF THE NET REVENUES OF SUCH SYSTEM TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH GOVERNMENTAL AGENCY BONDS; DECLARING AN EMERGENCY AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH

City Attorney Jim Neu reminded Council that on April 18, 2012, it adopted Ordinance No. 11, Series of 2012, authorizing the City, through its Water Enterprise, to enter into certain loan agreements with Colorado Water Resources and Power Authority. Ordinance No. 11 authorized the Mayor, Finance Director and City Manager to execute and deliver the Loan Agreement and Government Agency Bond within 60 days of the date of final adoption. That 60-day period expired on June 17, 2012, necessitating that Council adopt a replacement ordinance

authorizing the execution of the Loan Agreement and Government Agency Bond. Ordinance No. 14, Series of 2012, is substantively identical to Ordinance No. 11, Series of 2012.

Staff recommended that Council approve Ordinance No. 14, Series of 2012, as an emergency ordinance to lock in the current interest rate and rating on the bonds. If the ordinance were not approved as an emergency ordinance but as a regular ordinance, then the loan closing would likely occur in August, resulting in increased transactional costs with a re-rating of the bonds and a risk of increased interest rates.

Councilor Rice moved to approve Ordinance No. 14, Series of 2012, as an emergency ordinance and to order it to be published in full as required by Charter; seconded by Councilor A. Lambert.

Roll Call: Yes - Carter, A. Lambert, K. Lambert, Rice, Miller. No - Sanborn, Winkler. This motion failed, because the City Charter requires 75 percent of Council Members present to approve an ordinance as an emergency ordinance.

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE LOAN AGREEMENTS AND THE ISSUANCE OF ONE OR MORE GOVERNMENTAL AGENCY BONDS BY THE CITY OF RIFLE, COLORADO, ACTING BY AND THROUGH ITS WATER ENTERPRISE, TO THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY, SUCH GOVERNMENTAL AGENCY BONDS TO BE IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$25,500,000, FOR THE PURPOSE OF FINANCING IMPROVEMENTS TO THE WATER TREATMENT SYSTEM OPERATED BY SUCH ENTERPRISE, INCLUDING CONSTRUCTION OF A NEW WATER TREATMENT FACILITY; PROVIDING FOR APPLICATION OF THE NET REVENUES OF SUCH SYSTEM TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH GOVERNMENTAL AGENCY BONDS AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH

Councilor Rice moved to approve Ordinance No. 14, Series of 2012, on first reading as presented and to order it to be published by title as required by Charter; seconded by Councilor A. Lambert.

Roll Call: Yes - Carter, A. Lambert, K. Lambert, Rice, Miller. No - Sanborn, Winkler.

***CONSIDER ORDINANCE NO. 13, SERIES OF 2012 (SECOND READING) REPEALING AND REENACTING RIFLE MUNICIPAL CODE CHAPTER 7, ARTICLE VI, "ANIMALS"***

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO REPEALING AND REENACTING CHAPTER 7, ARTICLE VI OF THE RIFLE MUNICIPAL CODE, "ANIMALS"

Mr. Neu and Police Chief Daryl Meisner explained that Council considered Ordinance No. 13, Series of 2012, on second reading at its June 6, 2012 meeting and continued the discussion to June 18<sup>th</sup>. On June 6<sup>th</sup>, staff received direction to further refine regulations pertaining to chickens, including the adoption of a conditional use review for chickens in multi-family dwellings. The updated version of the Ordinance also clarifies that it is unlawful for residents to keep certain types of animals anywhere within the City, rather than in residential zone districts specifically. An exception for goats used for temporary weed abatement is also included at the request of Parks staff who might use this mode of eradicating weeds.

Councilor A. Lambert moved to approve Ordinance No. 13, Series of 2012, on second reading as amended and to order it to be published in full as required by Charter; seconded by Councilor Carter.

Roll Call: Yes - Carter, A. Lambert, K. Lambert, Rice, Sanborn, Winkler, Miller

***CONSIDER INTERGOVERNMENTAL AGREEMENT WITH GARFIELD COUNTY FOR LEASE OF COMINGLED RECYCLING FACILITY***

Mr. Neu noted that at Council's May 16<sup>th</sup> meeting, it considered an Intergovernmental Agreement (IGA) with Garfield County approving the lease of land at the Rifle Energy Innovation Center for the County's recycling facility to serve County residents. At that time, Councilors expressed concern that the County did not plan to monitor the facility, which could lead to problems with litter and unsightliness. The revised IGA under consideration makes clear that the Facility will be operated by the County. The City's employees can unlock and lock the fence surrounding the Facility on weekdays since they are present at the wastewater treatment plant. The IGA clearly places all other operational costs and responsibilities on the County. An Operations Plan is attached to the IGA.

Councilor K. Lambert moved to approve the Intergovernmental Agreement with Garfield County for Lease of Comingled Recycling Facility; seconded by Councilor Rice.

Roll Call: Yes – Carter, A. Lambert, K. Lambert, Rice, Sanborn, Winkler, Miller

***CONSIDER AWARDING CONTRACT FOR CONSTRUCTION DRAWING UPDATE FOR DEERFIELD PARK***

Recreation Director Aleks Briedis recommended that Council approve a sole source proposal from Design Concepts and authorize staff to contract with Design Concepts in an amount not to exceed \$12,190, to be paid with Conservation Trust Funds, to update the Deerfield Park Completion Plan construction drawing set.

Councilor Winkler moved to approve a sole source proposal from Design Concepts and authorize staff to contract with Design Concepts in an amount not to exceed \$12,190, to be paid with Conservation Trust Funds, to update the Deerfield Park Completion Plan construction drawing set; seconded by Councilor Rice.

Roll Call: Yes – Carter, A. Lambert, K. Lambert, Rice, Sanborn, Winkler, Miller

***CONSIDER AWARDING CONTRACT FOR 2012 STREET IMPROVEMENTS***

City Engineer Rick Barth reviewed a tabulation of bids for improvements to 5<sup>th</sup> Street and 16<sup>th</sup> Street and recommended that Council award a contract to make such improvements to Johnson Construction for \$375,448.

Councilor Carter moved to award the contract for 2012 street improvements on 5<sup>th</sup> Street and 16<sup>th</sup> Street to Johnson Construction in an amount not to exceed \$375,448; seconded by Councilor A. Lambert.

Roll Call: Yes – Carter, A. Lambert, K. Lambert, Rice, Sanborn, Winkler, Miller

***CONSIDER ORDINANCE NO. 15, SERIES OF 2012 (FIRST READING) AMENDING SECTION 4-2-50 OF THE RIFLE MUNICIPAL CODE TO EXTEND SALES AND USE TAX REBATES FOR QUALIFIED PHOTOVOLTAIC AND SOLAR THERMAL SYSTEM INSTALLATIONS FOR AN ADDITIONAL THREE-YEAR PERIOD***

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING SECTION 4-2-50 OF THE RIFLE MUNICIPAL CODE TO EXTEND SALES AND USE TAX REBATES FOR QUALIFIED PHOTOVOLTAIC AND SOLAR THERMAL SYSTEM INSTALLATIONS FOR AN ADDITIONAL THREE-YEAR PERIOD

Mr. Neu reminded Council that in September 2009, Council instituted a sales and use tax rebate to encourage the installation of solar electric and solar thermal/hot water systems in Rifle. At its June 6 meeting, Council approved

continuing the program for an additional 3 years. Mr. Neu recommended that Council approve Ordinance No. 15, Series of 2012, to extend the program.

Councilor A. Lambert moved to approve Ordinance No. 15, Series of 2012, on first reading as presented and to order it to be published by title as required by Charter; seconded by Councilor Rice.

Roll Call: Yes - Carter, A. Lambert, K. Lambert, Rice, Sanborn, Winkler, Miller

***CONSIDER INTERGOVERNMENTAL AGREEMENT WITH GARFIELD COUNTY FOR WILD LAND FIRE MITIGATION***

Mr. Neu explained that state statute requires each local government that owns any land area that is located either entirely or partially outside its own territorial boundaries and that contains at least 50 percent forest land or wild land area to enter into an IGA with the county for the purpose of mitigating forest land or wild land fires affecting the contiguous land areas of the local government and county. The City's Rifle Mountain Park is located in unincorporated Garfield County and falls within the purview of the statute. The proposed Intergovernmental Agreement for Wild Land Fire Mitigation is the resulting product. Practically speaking, the IGA does not change the current fire response protocol at the Mountain Park. Although no substantial policy is revised by the IGA, staff supports its adoption for purposes of complying with state statute.

Councilor K. Lambert moved to approve the Intergovernmental Agreement with Garfield County for Wild Land Fire Mitigation; seconded by Councilor Sanborn.

Roll Call: Yes – Carter, A. Lambert, K. Lambert, Rice, Sanborn, Winkler, Miller

***PUBLIC HEARING – SUNSET TOWNHOMES ANNEXATION - ORDINANCE NOS. 8 AND 9, SERIES OF 2012 (FIRST READING) AND RESOLUTION NOS. 9 AND 10, SERIES OF 2012***

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO ANNEXING TO THE CITY OF RIFLE, COLORADO CERTAIN REAL PROPERTY KNOWN AS THE SUNSET TOWNHOMES ANNEXATION

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO ZONING CERTAIN REAL PROPERTY KNOWN AS THE SUNSET TOWNHOMES ANNEXATION AND REZONING LOT 1, MANUPELLA ADDITION TO THE CITY OF RIFLE DEVELOPING RESOURCE ZONE DISTRICT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, CONCERNING THE SUNSET TOWNHOMES ANNEXATION TO THE CITY OF RIFLE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, APPROVING AN ANNEXATION PLAN FOR THE SUNSET TOWNHOMES ANNEXATION AS REQUIRED UNDER THE MUNICIPAL ANNEXATION ACT OF 1965, AS AMENDED

Mayor Miller opened the public hearing. Mr. Neu reminded Council that in January 2012, Sunset Townhomes, LLC filed a petition requesting that the City annex the Annexation Parcel and zone the Property Developing Resource ("DR") Zone District. The Rifle Planning Commission on February 28, 2012 recommended DR zoning for the Property subject to the conditions of the Planning Department's staff report. Ordinance No. 8, Series of 2012 would annex the Annexation Parcel to the City, and Ordinance No. 9, Series of 2012 would zone the Annexation Parcel and an adjacent parcel already within the City and also owned by Sunset Townhomes, LLC as Developing Resource. Resolution Nos. 9 and 10, Series of 2012 make the required statutory findings for annexation. On April 4, 2012 the Council, at the request of the applicants, continued the public hearing on the annexation to the June 18, 2012 City Council meeting rather than take action. The applicant has requested that the

City Council again continue the public hearing for the project for an additional 3 months. Staff recommended as a condition of continuance that the public notice for the rescheduled annexation hearing be redone in accordance with the Rifle Municipal Code.

Councilor K. Lambert moved to continue the public hearing for the Sunset Townhomes project and consideration of Ordinance Nos. 8 and 9, Series of 2012, and Resolution Nos. 9 and 10, Series of 2012, to no later than September 19, 2012; seconded by Councilor Sanborn.

Roll Call: Yes – Carter, A. Lambert, K. Lambert, Rice, Sanborn, Winkler, Miller

### **ADMINISTRATIVE REPORTS**

Mr. Sturgeon reported on closure of the CacaLoco composting facility.

Ms. Cain reminded Council that its next regular meeting would take place July 2, instead of July 4.

Mr. Briedis reported on the Centennial Market and Concert Series.

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

Councilor Winkler explained that, instead of trying to persuade citizens, he listened to citizens (and staff) in considering the water treatment plant loan ordinance. Many Rifle citizens are older and grew up learning to make innovative solutions to problems, and he felt that the City should make innovative solutions to the water treatment plant problem as well.

Councilor Sanborn urged staff to make every effort to reduce the monetary impact of the new water treatment plant on citizens. She remained unconvinced that it was necessary to spend as much as \$25.5 million to solve the water treatment plant problem. She noted that she works for the citizens of Rifle, not the City. No other proposal brought before Council during her term on Council was opposed by one-third of the citizens, as this proposal was.

Councilor A. Lambert commented that a citizen asked why the City spent extra money on the postcard notice of the June 13 workshop, as it was postmarked in Grand Junction. Councilor A. Lambert clarified that the postcard was designed and printed in Rifle, and mailed from Rifle. All items mailed from Rifle are sent to a mail sorting facility in Grand Junction, even items mailed from a Rifle address to another Rifle address. He added that he was not certain that as many as one-third of the citizens were opposed to the water treatment plant proposal. There were several false rumors circulating about the proposal, and the City could do a better job communicating with citizens. Council must rely on the expertise of staff. Rifle citizens have enjoyed the benefits of many improvements to the community over the last several years, all at little expense to them.

Mayor Miller encouraged citizens to continue to provide input about the water treatment plant issues.

John Scalzo noted that using a reverse osmosis system produces waste that is high in salts. He warned Council that, in the future, discharging such waste could be prohibited.

Meeting adjourned at 9:08 p.m.

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Lisa H. Cain  
City Clerk

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Jay D. Miller  
Mayor



**To:** Mayor and City Council; John Hier, City Manager

**From:** Lisa Cain, City Clerk

**Date:** Thursday, June 28, 2012

**Subject:** Liquor License Renewals

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**THESE BUSINESSES HAVE FILED LIQUOR LICENSE RENEWAL APPLICATIONS:**

<u>Business Name/Address</u>	<u>Type of License</u>
Winchester Nite-Club Inc d/b/a Winchester Nite-Club 2090 Whiteriver Ave	Tavern (Malt, Vinous, and Spirituous)
Little Paws LLC d/b/a Base Camp Café 120 E 3rd St	Beer and Wine

The following criteria have been met by these businesses:

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

Based on the above information, I recommend approval of these renewal applications.

**LIQUOR OR 3.2 BEER LICENSE  
 RENEWAL APPLICATION**

WINCHESTER NITE-CLUB  
 COSE FINANCL SRV INC  
 PO BOX 1931  
 GLENWOOD SPRINGS CO B1602

License Number 25-25958-0000	License Type 2010
Liability Information 24 035 722110 C 072407	
Business Location 2090 WHITERIVER AVEN RIFLE CO	
Current License Expires JUL 23, 2012	
DEPARTMENTAL USE ONLY	
Total Amount Due	
Total Paid \$	Date

- This renewal reflects no changes from the last application. Complete page 2 and file now!
- Yes there are changes from the last application. If applicant is a Corporation or Limited Liability company, use DR 8177 and send in with this renewal. Any other changes of ownership require a transfer of ownership. See your Local Licensing Authority immediately.

Wholesaler, manufacturer, importer, and public transportation system license renewals do not need Local Licensing Authority approval and must be returned directly to the Colorado Department of Revenue at least 30 days prior to the current license expiration date.

This application for renewal must be returned to your CITY OR COUNTY Licensing Authority at least 45 days prior to the expiration date of your current license. Failure to do so may result in your license not being renewed. Include both pages of this renewal and payment.

**OATH OF APPLICANT**

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

Authorized Signature <i>Paul. Rosen</i>	Date 5-22-14	Business Phone 970-625-4400
Title President	Sales Tax Number 25-25958-0000	

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

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

Local Licensing Authority for		Date
Signature	Title	Attest

DO NOT DETACH

DO NOT DETACH

DO NOT DETACH

**LIQUOR OR 3.2 BEER LICENSE  
 RENEWAL APPLICATION**

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 of Revenue may collect the payment amount directly from your banking account electronically.

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Business Name WINCHESTER NITE-CLUB	LICENSE NUMBER (Use for all reference) 25-25958-0000	PERIOD 07-13
TYPE OF LICENSE ISSUED TAVERN LIQUOR LICENSE - MALT, VINDUS, AND SPIRITUOUS	CASH FUND 2320-100(999) \$ 50.00	STATE FEE 2010-750(999) \$ 25.00
		CITY 85% OAP 2180-100(999) \$ 425.00

ADD \$100.00 TO RENEW RETAIL WAREHOUSE STORAGE PERMIT 2210-100(999)

SUB-TOTAL	\$ 500.00
TOTAL AMOUNT DUE	\$ _____

## ATTACHMENT TO LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

**This page must be completed and attached to your signed renewal application form.  
 Failure to include this page with the application may result in your license not being renewed.**

Trade Name of Establishment <b>Winchester Nite-Club Inc.</b>		State License Number <b>25-25958-0000</b>
1. Operating Manager <b>Paul &amp; Linda Roach</b>	Home Address	Date of Birth
2. Do you have legal possession of the premises for which this application for license is made? Are the premises owned or rented: <u>Rent</u> If rented, expiration date of lease: <u>11/01/2013</u>		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3. Has there been any change in financial interest (new notes, loans, owners, etc.) since the last annual application? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders or owners, (other than licensed financial institutions) are materially interested.		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4. Since the date of filing of the last annual application, has the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), been convicted of a crime? If yes, attach a detailed explanation.		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
5. Since the date of filing of the last annual application, has the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), been denied an alcoholic beverage license, had an alcoholic beverage license suspended or revoked, or had interest in any entity that had an alcoholic beverage license denied, suspended or revoked? If yes, attach a detailed explanation.		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
6. Does the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), have a direct or indirect interest in any other Colorado liquor license (include loans to or from any licensee, or interest in a loan to any licensee)? If yes, attach a detailed explanation.		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
7. Corporation or Limited Liability Company (LLC) or Partnership applicants must answer these questions. Since the date of filing of the last annual license application: (a) Are there, or have there been: any officers or directors; or managing members; or general partners added to or deleted from applicant for renewal of a 3.2 beer or liquor license? (b) Are there or have there been: any stockholders with 10% or more of the issued stock of the Corporation; or any members with 10% or more membership interest in the LLC; or any partners with 10% or more interest in the partnership added to or deleted from the applicant for renewal of a 3.2 beer or liquor license? (c) If Yes to (a) or (b), complete and attach Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, and all supporting documentation, and fees your Local Licensing Authority immediately.		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
8. Sole proprietorships, Husband-Wife Partnerships or Partners in General Partnerships:  <div style="text-align: center;"><b>EVIDENCE OF LAWFUL PRESENCE</b></div> Each person identified above must complete and sign the following affidavit. Please make additional copies if necessary. Each person must also provide a copy of their driver's license or state issued identification card.  In lieu of form DR 4679, the undersigned swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one):  <input checked="" type="checkbox"/> I am a United States Citizen <input type="checkbox"/> I am not a United States Citizen but I am a Permanent Resident of the United States <input type="checkbox"/> I am not a United States Citizen but I am lawfully present in the United States pursuant to Federal Law <input type="checkbox"/> I am a foreign national not physically present in the United States  I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, or fraudulent statement or misrepresentation in this sworn affidavit is punishable under the criminal laws of Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.		
Signature <i>Paul Roach</i>	Printed name <b>Paul Roach</b>	Date <b>5-22-14</b>

Winchester Nite-Club  
License Number: 25-25958

## 5. Violation Explanation

On June 17, 2011, the Rifle Police Department conducted a sting operation on several local businesses that serve alcohol. They sent an individual under the age of 21 into the Winchester Nite-Club and we allowed the individual into the building and sold him a beer.

The police entered the building and issued tickets to the person checking identification at the door and Paul Roach, the owner. The charges on both tickets were distribution to minors. We were required to go to court on Aug 3, 2011. The result was a fine and probation.

In April of this year we were required to appear before the City of Rifle for the same violation. The result was closure of the business for 3 days during the last week of April.

Since the Violation in June, all of our employees have received the required "TIPS" alcohol serving training conducted by the city of Rifle.

**COLORADO LIQUOR  
 RETAIL LICENSE APPLICATION**

NEW LICENSE     TRANSFER OF OWNERSHIP     LICENSE RENEWAL

- ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN
- APPLICANT MUST CHECK THE APPROPRIATE BOX(ES)
- LOCAL LICENSE FEE \$ \_\_\_\_\_
- APPLICANT SHOULD OBTAIN A COPY OF THE COLORADO LIQUOR AND BEER CODE (Call 303-370-2165)

1. Applicant is applying as a  
 Corporation     Individual  
 Partnership (includes Limited Liability and Husband and Wife Partnerships)     Limited Liability Company  
 Association or Other

2. Applicant if an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation    Fein Number  
 Little Paws LLC Heather Jones, John Elkins    27-4725725

2a. Trade Name of Establishment (DBA)    State Sales Tax No.    Business Telephone  
 Base Camp Cafe    04291053    970 6250324

3. Address of Premises (specify exact location of premises)  
 120 E 3rd St \*

City    County    State    ZIP Code  
 Rifle    Garfield    CO    81650

4. Mailing Address (Number and Street)    City or Town    State    ZIP Code  
 120 E 3rd St    Rifle    CO    81650

5. If the premises currently have a liquor or beer license, you MUST answer the following questions:

Present Trade Name of Establishment (DBA)    Present State License No.    Present Class of License    Present Expiration Date  
 Base Camp Cafe    4291053       July 25 2012

LIAB	SECTION A	NONREFUNDABLE APPLICATION FEES	LIAB	SECTION B (CONT.)	LIQUOR LICENSE FEES
2300	<input type="checkbox"/>	Application Fee for New License .....	1985	<input type="checkbox"/>	Resort Complex License (City) .....
2302	<input type="checkbox"/>	Application Fee for New License - w/Concurrent Review .....	1988	<input type="checkbox"/>	Resort Complex License (County) .....
2310	<input type="checkbox"/>	Application Fee for Transfer .....	1988	<input type="checkbox"/>	Add Related Facility to Resort Complex ... \$ 75.00 X _____ Total _____

LIAB	SECTION B	LIQUOR LICENSE FEES
t905	<input type="checkbox"/>	Retail Gaming Tavern License (City) .....
t906	<input type="checkbox"/>	Retail Gaming Tavern License (County) .....
t940	<input type="checkbox"/>	Retail Liquor Store License (City) .....
t941	<input type="checkbox"/>	Retail Liquor Store License (County) .....
t950	<input type="checkbox"/>	Liquor Licensed Drugstore (City) .....
t951	<input type="checkbox"/>	Liquor Licensed Drugstore (County) .....
t960	<input checked="" type="checkbox"/>	Beer and Wine License (City) .....
t961	<input type="checkbox"/>	Beer and Wine License (County) .....
t970	<input type="checkbox"/>	Hotel and Restaurant License (City) .....
t971	<input type="checkbox"/>	Hotel and Restaurant License (County) .....
t975	<input type="checkbox"/>	Brew Pub License (City) .....
t978	<input type="checkbox"/>	Brew Pub License (County) .....
t980	<input type="checkbox"/>	Hotel and Restaurant License w/opt premises (City) ....
t981	<input type="checkbox"/>	Hotel and Restaurant License w/opt premises (County) .....
t983	<input type="checkbox"/>	Manager Registration - H & R .....

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

LIABILITY INFORMATION

County	City	Industry Type	License Account Number	Liability Date	License Issued Through (Expiration Date)
				FROM	TO
State -750 (999)	City 2180-100 (999)	County 2190-100 (999)	Managers Reg -750 (999)		
Cash Fund New License 2300-100 (999)				TOTAL	
Cash Fund Transfer License 2310-100 (999)				\$	

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

7. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state):  
 (a) been denied an alcohol beverage license?    
 (b) had an alcohol beverage license suspended or revoked?    
 (c) had interest in another entity that had an alcohol beverage license suspended or revoked?    
 if you answered yes to 7a, b or c, explain in detail on a separate sheet.

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

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

10. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee. Little Paws LLC and Base Camp

11. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?  
 Ownership  Lease  Other (Explain in Detail)

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

Landlord <u>Michael M. Skien</u>	Tenant <u>Heather Jones</u>	Expires <u>2016</u>
-------------------------------------	--------------------------------	------------------------

Attach a diagram and outline or designate the area to be licensed (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11". (Doesn't have to be to scale)

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

NAME	DATE OF BIRTH	FEIN OR SSN	INTEREST

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

13. Optional Premises or Hotel and Restaurant Licenses with Optional Premises  
 Has a local ordinance or resolution authorizing optional premises been adopted? Yes  No

Number of separate Optional Premises areas requested. \_\_\_\_\_ (See License Fee Chart)

14. Liquor Licensed Drug Store applicants, answer the following:  
 (a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy? COPY MUST BE ATTACHED. Yes  No

15. Club Liquor License applicants answer the following and attach:  
 (a) is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? Yes  No   
 (b) is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?    
 (c) How long has the club been incorporated? \_\_\_\_\_ (Three years required)  
 (d) Has applicant occupied an establishment for three years that was operated solely for the reasons stated above?

16. Brew-Pub License or Vintner Restaurant Applicants answer the following:  
 (a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) Yes  No

17a. Name of Manager (for all on-premises applicants) Heather Jones (if this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an Individual History Record (DR 8404-I)). Date of Birth \_\_\_\_\_

17b. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes  No

18. Tax Distraint information. Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements. Yes  No

19. If applicant is a corporation, partnership, association or limited liability company, applicant must list ALL OFFICERS, DIRECTORS, GENERAL PARTNERS, AND MANAGING MEMBERS. In addition applicant must list any stockholders, partners, or members with OWNERSHIP OF 10% OR MORE IN THE APPLICANT. ALL PERSONS LISTED BELOW must also attach form DR 8404-I (Individual History record), and submit finger print cards to their local licensing authority.

NAME	HOME ADDRESS, CITY & STATE	DOB	POSITION	% OWNED*

\*if total ownership percentage disclosed here does not total 100% applicant must check this box  
 Applicant affirms that no individual other than these disclosed herein, owns 10% or more of the applicant

**Additional Documents to be submitted by type of entity**

- CORPORATION     Cert. of incorp.     Cert. of Good Standing (if more than 2 yrs. old)     Cert. of Auth. (if a foreign corp.)  
 PARTNERSHIP     Partnership Agreement (General or Limited)     Husband and Wife partnership (no written agreement)  
 LIMITED LIABILITY COMPANY     Articles of Organization     Cert. of Authority (if foreign company)     Operating Agrmt.  
 ASSOCIATION OR OTHER    Attach copy of agreements creating association or relationship between the parties

Registered Agent (if applicable)

Address for Service

**OATH OF APPLICANT**

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

Authorized Signature

*Helen Jones*

Title

*owner/manager*

Date

*11-15-2012*

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

Date application filed with local authority

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

**THE LOCAL LICENSING AUTHORITY HEREBY AFFIRMS:**

- That each person required to file DR 8404-I (Individual History Record) has:
- |   |                          |                          |
|---|--------------------------|--------------------------|
|   | Yes                      | No                       |
| <input type="checkbox"/> Been fingerprinted .....   | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Been subject to background investigation, including NCIC/CCIC check for outstanding warrants ..... | <input type="checkbox"/> | <input type="checkbox"/> |
- That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with, and aware of, liquor code provisions affecting their class of license .....
- |  |                          |                          |
|--|--------------------------|--------------------------|
|  | <input type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|

(Check One)

- Date of inspection or Anticipated Date \_\_\_\_\_  
 Upon approval of state licensing authority.

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

Local Licensing Authority for

Telephone Number

- TOWN, CITY  
 COUNTY

Signature

Title

Date

Signature (attest)

Title

Date

## ATTACHMENT TO LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

**This page must be completed and attached to your signed renewal application form.  
 Failure to include this page with the application may result in your license not being renewed.**

Trade Name of Establishment <i>Base Camp Cafe</i>		State License Number <i>42-91053-0000</i>	
1. Operating Manager <i>Heather Jones</i>		Home Address	Date of Birth
2. Do you have legal possession of the premises for which this application for license is made? Are the premises owned or rented: <i>rented</i> if rented, expiration date of lease: <i>2-2016</i>			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3. Has there been any change in financial interest (new notes, loans, owners, etc.) since the last annual application? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders or owners, (other than licensed financial institutions) are materially interested.			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4. Since the date of filing of the last annual application, has the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), been convicted of a crime? If yes, attach a detailed explanation.			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
5. Since the date of filing of the last annual application, has the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), been denied an alcoholic beverage license, had an alcoholic beverage license suspended or revoked, or had interest in any entity that had an alcoholic beverage license denied, suspended or revoked? If yes, attach a detailed explanation.			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
6. Does the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), have a direct or indirect interest in any other Colorado liquor license (include loans to or from any licensee, or interest in a loan to any licensee)? If yes, attach a detailed explanation.			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
7. Corporation or Limited Liability Company (LLC) or Partnership applicants must answer these questions. Since the date of filing of the last annual license application: (a) Are there, or have there been: any officers or directors; or managing members; or general partners added to or deleted from applicant for renewal of a 3.2 beer or liquor license? (b) Are there or have there been: any stockholders with 10% or more of the issued stock of the Corporation; or any members with 10% or more membership interest in the LLC; or any partners with 10% or more interest in the partnership added to or deleted from the applicant for renewal of a 3.2 beer or liquor license? (c) If Yes to (a) or (b), complete and attach Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, and all supporting documentation, and fees your Local Licensing Authority immediately.			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
8. Sole proprietorships, Husband-Wife Partnerships or Partners in General Partnerships: <p style="text-align: center;"><b>EVIDENCE OF LAWFUL PRESENCE</b></p> Each person identified above must complete and sign the following affidavit. Please make additional copies if necessary. Each person must also provide a copy of their driver's license or state issued identification card. In lieu of form DR 4679, the undersigned swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one): <input checked="" type="checkbox"/> I am a United States Citizen <input type="checkbox"/> I am not a United States Citizen but I am a Permanent Resident of the United States <input type="checkbox"/> I am not a United States Citizen but I am lawfully present in the United States pursuant to Federal Law <input type="checkbox"/> I am a foreign national not physically present in the United States I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, or fraudulent statement or misrepresentation in this sworn affidavit is punishable under the criminal laws of Colorado Revised Statute 18-6-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.			
Signature <i>Heather Jones</i>		Printed name <i>Heather Jones</i>	Date <i>6-15-12</i>



**To:** Mayor and City Council; John Hier, City Manager

**From:** Lisa Cain, City Clerk

**Date:** Thursday, June 28, 2012

**Subject:** Stipulation, Agreement, and Order - Fiesta Guadalajara

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On January 27, 2012, a member of the wait staff at Fiesta Guadalajara was cited for selling alcoholic beverages to a visibly intoxicated patron at the restaurant. On March 7, 2012, in Rifle Municipal Court, the waiter pled guilty, received a deferred judgment, and was ordered to pay a fine and costs.

As to civil enforcement against the liquor license holder, the City's options under the Rifle Municipal Code are to suspend the local license or revoke the local license. Because Fiesta Guadalajara previously had a suspension imposed within the last two years, the option of a fine in lieu of suspension is no longer available.

Staff assembled an Order to Show Cause and Notice of Hearing. The Council, acting as the City of Rifle Local Licensing Authority, set the time and place of hearing.

Representatives of Fiesta Guadalajara were given the opportunity to meet with staff prior to the hearing to discuss settlement. During the settlement conference, staff offered penalties that conform to penalties recommended by the State Liquor Enforcement Division. The license holder agreed to a 15-day suspension of alcoholic beverage sales. Of the 15 days, 6 days' active suspension would be served from July 14 through July 19, 2012. The other 9 days would be held in abeyance on condition that the license holder incur no further liquor code violations within the next year.

Council may recall that Fiesta Guadalajara has 6 days of suspension held in abeyance from a 2011 violation. Staff is not asking the Council to impose those 6 days, because the current violation occurred before settlement of the previous violation. However, future violations could subject the license holder to imposition of all 15 days currently held in abeyance. Moreover, a new violation is always subject to up to 6 months suspension or revocation of any liquor license.

Staff recommends that Council, acting as the Local Liquor Licensing Authority, approve the settlement with Fiesta Guadalajara, as memorialized in the attached Stipulation, Agreement, and Order.

BEFORE THE CITY OF RIFLE LIQUOR LICENSING AUTHORITY,  
STATE OF COLORADO

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STIPULATION, AGREEMENT, AND ORDER

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IN THE MATTER OF: ALX, INC. d/b/a FIESTA GUADALAJARA

LICENSE NO. 24-11

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This AGREEMENT between the City of Rifle Liquor Licensing Authority (the "Authority") and Alx, Inc. d/b/a Fiesta Guadalajara, whose address is P.O. Box 70, Ontario, OR 97914 ("Licensee"), is offered for the purpose of settlement of the matters detailed in the Order to Show Cause and Notice of Hearing attached hereto as Exhibit A (hereinafter "Notice"). The above-named parties submit and agree as follows:

1. The facts and allegations contained in the Notice are true and accurate.
2. Licensee shall be subject to a fifteen (15) day suspension of its Hotel and Restaurant Liquor License as a penalty for its violation of the Colorado Liquor Code as set forth in Section 1 of this Stipulation and Agreement. Said suspension of Licensee's Hotel and Restaurant Liquor License to take place as follows:
  - A. License to be actively suspended for six (6) days from 12:01 a.m. on July 14, 2012 until 11:59 p.m. on July 19, 2012.
  - B. During any period of active license suspension, Licensee will post their premises in compliance with Regulation 47-600(F), 1 C.CR. 203-2.
  - C. Nine (9) days of the suspension to be held in abeyance for a period of one (1) year, from the date of approval of this Agreement by the Authority, pending no further violations of the Colorado Liquor Code or Rifle Municipal Code liquor provisions during this period.

If at any subsequent hearing or stipulation in lieu of hearing, the Authority should find that the Licensee, during the aforesaid one-year period, violated any provision of the Colorado Liquor Code or Rifle Municipal Code liquor provisions, including all regulations thereunder, then the Authority shall, in addition to any other penalty imposed, order Licensee to serve all or any days of suspension presently held in abeyance pursuant to this Agreement.

This Stipulation, Agreement, and Order shall not be effective unless and until approved by the Authority.

CITY OF RIFLE LIQUOR  
LICENSING AUTHORITY

ALX, INC. d/b/a FIESTA  
GUADALAJARA

By \_\_\_\_\_  
Title \_\_\_\_\_

By   
Title MANAGER

Date \_\_\_\_\_

Date 6/18/12

APPROVED and ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF RIFLE LIQUOR  
LICENSING AUTHORITY

By   
Lisa Cain, City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO  
IN ITS CAPACITY AS CITY OF RIFLE LOCAL LICENSING AUTHORITY  
GARFIELD COUNTY, COLORADO

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**ORDER TO SHOW CAUSE AND NOTICE OF HEARING**

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IN THE MATTER OF:

Alx, Inc.  
d/b/a Fiesta Guadalajara  
Attn: Derrick Draper, CFO  
P.O. Box 70  
Ontario, OR 97914

License No. 24-11

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WHEREAS, it has been made to appear to the City Council of the City of Rifle, Colorado, acting as the City of Rifle Local Licensing Authority, that upon review of Rifle Police Department Report No. 12R1091 and Rifle Municipal Court Case No. CR-12-19, probable cause exists to believe that Alx, Inc., d/b/a Fiesta Guadalajara, 1214 Access Road, Rifle, CO did violate the Colorado Liquor and Beer Code, specifically Section 12-47-901(1)(a.5)(I), C.R.S., and Section 10-8-70 of the Rifle Municipal Code, in that on the 27<sup>th</sup> day of January, 2012, said Licensee, acting through its agent, Isaias Garcia Garcia, did sell alcoholic beverages to a visibly intoxicated person.

NOW THEREFORE, YOU ARE HEREBY ORDERED to appear before the City of Rifle Liquor Licensing Authority Hearing Officer, on June 26, 2012 at 11:00 am, at the Rifle Municipal Courtroom, 201 East 18<sup>th</sup> Street, Rifle, CO 81650 to show cause, if any you have, why your Hotel and Restaurant Liquor License should not be suspended or revoked pursuant to Section 6-5-100 of the Rifle Municipal Code.

You are entitled to have an attorney represent you at the hearing. If you should retain an attorney, you should do so well in advance of the hearing. The hearing will only be postponed for good cause shown. If you should fail to appear at the scheduled time and place for the hearing, testimony will be taken and your license could be suspended or revoked.

Please be further advised that if the City of Rifle Liquor Licensing Authority does find you in violation of any of the above-cited section(s) of the Colorado Liquor or Beer Code, the Rifle Municipal Code, or the terms and conditions of your Liquor License, the Rifle Liquor Licensing Authority may consider, in selecting sanctions to be imposed against you, any mitigating or aggravating factors, and any provisions of State law, the Rifle Municipal Code, or the permit, as well as any sanctions previously imposed.

It is hereby ordered that a copy of this Order to Show Cause and Notice of Hearing shall be mailed or delivered to the above-named Licensee.

BY ORDER OF THE CITY OF RIFLE LIQUOR LICENSING AUTHORITY

Dated: June 6, 2012



CITY OF RIFLE LIQUOR LICENSING  
AUTHORITY

Lisa Cain  
Lisa Cain, Rifle City Clerk

CERTIFICATE OF SERVICE

I hereby certify a true and correct copy of the foregoing Order to Show Cause and Notice of Hearing was hand delivered and/or placed in the United States Mail at Rifle, Colorado, certified mail, return receipt requested, on the 12<sup>th</sup> day of June, 2012, addressed as follows:

Alx, Inc.  
d/b/a Fiesta Guadalajara  
Attn: Derrick Draper, CFO  
P.O. Box 70  
Ontario, OR 97914

Alx, Inc.  
d/b/a Fiesta Guadalajara  
Attn: Alex Sanchez, Manager  
1214 Access Road  
Rife, CO 81650

Lisa Cain  
Lisa Cain, Rifle City Clerk

**INTERGOVERNMENTAL AGREEMENT FOR  
CONGREGATE MEAL/NUTRITION PROGRAM  
CITY OF RIFLE SENIOR CENTER  
GARFIELD COUNTY DEPARTMENT OF HUMAN SERVICES SENIOR  
PROGRAMS**

**THE PARTIES** to this intergovernmental agreement ("IGA") are the **BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, STATE OF COLORADO** ("BOCC"), sitting as the BOCC and the Board of Social Services ("BOSS"), and the **CITY OF RIFLE, STATE OF COLORADO**, a Home Rule municipality ("Rifle" or "City").

**WHEREAS**, the Parties to this IGA are authorized to provide for joint funding and cooperation in the development of public purpose projects pursuant to Section 29-1-201, et seq., C.R.S., as amended; and

**WHEREAS**, the BOCC and Rifle recognize the responsibilities and authority of the BOCC and the BOSS, through the Garfield County Department of Human Services ("GCDHS"), under the Human Services Code, Section 26-1-101, et seq., C.R.S., as amended; and

**WHEREAS**, the County and the City support the statewide policies enunciated in the "Colorado Older Americans Act," Section 26-11-101.1 through 26-11-207; and

**WHEREAS**, the Parties to this IGA wish to cooperate to provide congregate meals for the senior citizens of the City and of the wider County under the terms and provisions herein.

**NOW, THEREFORE**, in mutual consideration of the covenants and promises set forth below, the Parties agree as follows:

1. Project. The BOCC, through DHS, administers Senior Programs, including a transportation service known as the Traveler and congregate meal/nutrition services ("Senior Meal Services Program"). The City and the County are each signatories to a multiple party intergovernmental agreement, including other municipal corporations, the Roaring Fork Transit Authority and Colorado Mountain College, related to the overall funding and management of programs for senior citizens in Garfield County. Under prior administration, through Colorado Mountain College, Rifle prepared meals at the Rifle Senior Center, served to

senior citizens in the Senior Center and at other meal sites along the I-70 corridor. This IGA deals with the BOCC's and Rifle's continued commitment to the Senior Meal Services Program.

2. City Responsibilities. Rifle shall:

A. Perform the services defined in the "Scope of Services", attached to and incorporated herein as Exhibit A.

B. Provide the BOCC, through the DHS Director, quarterly progress reports (due October 31, 2012, January 31, 2013, April 30, 2013, and June 30, 2013) outlining program accomplishments and accounting for expenditures under this IGA.

C. Maintain the following insurance:

Workers' Compensation & Employers' Liability and Unemployment Insurance: in accordance with §§ 8-40-101 and 8-70-101, et seq., C.R.S., as amended;

Comprehensive Automobile Liability: Including owned, non-owned and hired vehicles: \$150,000 per person and \$600,000 per occurrence, or as specified in the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as amended, whichever amount is greater; and

Comprehensive General Liability, including broad form property damage: \$150,000.00 per person and \$600,000.00 per occurrence or as specified in the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as amended, whichever amount is greater, and in addition \$1,000,000 aggregate.

If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the City shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to the BOCC and filed with and approved by the Colorado Department of Insurance. City shall demonstrate contractual liability coverage supporting the indemnity provision of this Agreement, either through policy language or by waiver of exclusion.

The BOCC shall be named as an additional insured on City's Comprehensive General Liability Policy. Additionally, if City's insurer determines that the BOCC has an insurable interest as a result of the contractual relationship created herein, the BOCC shall also be named as an additional insured on the Comprehensive Automobile Liability Policy. Proof of Workers' Compensation & Employer's Liability and Unemployment Insurance is required. Certificate(s) of insurance or copies of policies and appropriate endorsements required by this Agreement shall be delivered to the BOCC at the time originals of this Agreement, executed by the City, are delivered to the BOCC's Representative, identified below, for execution by the BOCC. The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U. S. Mail, return receipt requested, to the BOCC.

**AS A PUBLIC ENTITY, WITHIN THE MEANING OF THE COLORADO GOVERNMENT IMMUNITY ACT, THE CITY MAY MAINTAIN SUCH INSURANCE BY COMMERCIAL POLICY OR SELF INSURANCE AND SHALL PROVIDE PROOF OF INSURANCE UPON THE REQUEST OF THE COUNTY.**

3. County Responsibilities. The BOCC shall:

A. Provide funding in a not-to-exceed amount of Seventy Five Thousand Dollars (\$75,000.00) over the term of this IGA.

B. Provide overall administration and management of the Senior Meal Services Program.

C. The BOCC reserves the right to inspect the work of the City under this IGA during operational hours. This right of inspection is to assure that the work is proceeding in a timely, safe and satisfactory manner. Inspection by the BOCC does not relieve the City of responsibility for selecting appropriate means of fulfilling the City's obligations hereunder, as detailed in Exhibit A. The BOCC's right of inspection includes inspection of food storage and preparation areas, transportation equipment, and vehicles, if any, for the purpose of determining the adequacy of cleanliness, sanitation, maintenance and transportation practices.

4. Term. The term of this IGA shall begin on the 1<sup>st</sup> day of July, 2012 and shall terminate on the 30<sup>th</sup> day of June, 2013, no matter the date of execution. This IGA will terminate on June 30, 2013, unless renewed by an extension amendment; any terms or conditions may be reviewed and renegotiated annually. The Parties expressly agree, however, that the BOCC's obligations under this IGA are subject to the annual appropriation of funds, as detailed in paragraph 7, below.

5. Indemnity/No Waiver of Governmental Immunity Act. The BOCC and the City acknowledge that each is subject to the constitutional prohibitions against indemnification pursuant to Colorado Constitution article XI, § 1 and that as governmental entities neither party can agree to indemnify the other. Nothing herein shall be deemed a waiver of the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as amended, for or by either party.

6. Termination. Either Party may terminate this IGA upon notice, with such termination being effective thirty (30) calendar days following receipt of notification by the other Party. Upon such termination, Rifle shall be entitled to compensation for services performed prior to the date of termination.

7. Appropriation of Funds. Pursuant to §29-1-110, C.R.S., as amended, the financial obligations of the County, payable as set forth within this IGA, are contingent upon funds being appropriated, budgeted, and otherwise made available. Further, this IGA is expressly conditioned upon the BOCC's receipt of federal and/or State of Colorado funds. The County acknowledges that the appropriate percentage or portion of County funds to be utilized as compensation of this IGA have been appropriated and budgeted or otherwise made available through December 31, 2012. The BOCC is not obligated to make any future apportionment or allocation to this IGA. Any work performed in excess of amounts appropriated shall be solely the risk of the City. Notwithstanding any other terms of this IGA, it is expressly understood and agreed that: (1) Any BOCC financial obligation, whether direct or contingent, for all or any part of the work under this IGA, shall extend only to monies duly and lawfully appropriated and budgeted by the BOCC and irrevocably pledged pursuant to the purposes of this IGA; (2) The BOCC does not by this IGA irrevocably pledge present cash reserves for payments in this or future fiscal years; (3) This IGA is not

intended to create a multiple/fiscal year direct or indirect financial obligation of the BOCC; (4) The obligation of the BOCC for expenditures, if any, arising during subsequent fiscal years in which this IGA could be extended and be in effect, shall only extend to utilization of monies appropriated and budgeted and encumbered for the purpose of this IGA in the fiscal year in which obligations arise; and (5) No change order may be issued requiring compensation for work which causes the aggregate payable amount under this IGA to exceed the amounts appropriated, budgeted and encumbered for the payment of this IGA in the fiscal year in which such obligations arise, unless the City receives written assurance by the BOCC that lawful appropriations to cover the cost of the additional work have been made.

8. Amendment, Assignment, Subcontracting. This IGA may be amended, altered or modified by the Parties solely through written agreements signed by both the City and the BOCC. This IGA may not be assigned or subcontracted by either Party without the written agreement of the other Party.

9. Governing Law, Venue, Survival of Remedies. The laws of the State of Colorado shall govern the validity, performance and enforcement of this IGA. Should either the City or the BOCC institute legal action regarding this IGA, venue shall be in Garfield County, Colorado and all rights concerning remedies shall survive the termination of this IGA.

10. Severability. Should any provisions of this IGA be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, the remaining provisions shall remain in full force and effect.

11. Notices and Contact Persons. Notices to be provided under this IGA shall be given in writing, either by hand delivery or by certified return receipt requested United States mail or receipted delivery service to the following:

<u>BOCC/BOSS:</u>	<u>City:</u>
Mary Baydarian	John Hier
Director Garfield County	City Manager
Dept. of Human Services	P.O. Box 1908
195 West 14 <sup>th</sup> Street	Rifle, CO 81650
Rifle, CO 81650	(970) 625-6266
(970) 625-8282	

Contact persons under this IGA are:

BOCC/BOSS:  
Judy Martin  
Senior Programs Director  
195 West 14<sup>th</sup> Street  
Rifle, CO 81650  
(970) 945-9191

City:  
\_\_\_\_\_  
Food Services Director  
Rifle Senior Center  
Rifle, CO 81650  
(970) \_\_\_\_\_

12. Facsimiles and Counterparts. This document and all documents required for performance of this IGA may be signed in counterparts. Facsimile signatures may be substituted for original signatures on such document.

13. Authority. Each person signing this IGA represents and warrants that he/she is fully authorized to enter into and execute this IGA and to bind the Party represented.

14. Whole Agreement. This IGA represents the entire agreement between the Parties and supersedes all prior negotiations and representations, written or oral, as to the subject matter hereof. The Parties recognize and agree that there are other agreements related to the Garfield County Senior Services Programs imbedded in other documents. Nothing herein shall be deemed to give anyone not a party to this IGA any right of action against either the BOCC or Rifle.

**IN WITNESS WHEREOF,** the BOCC and Rifle have set their hands and seals, to be effective the 1<sup>st</sup> day of July, 2012.

**ATTEST:** **BOARD OF COUNTY COMMISSIONERS**  
**GARFIELD COUNTY, COLORADO**

*Jean M. Allen*  
Clerk to the Board \_\_\_\_\_  
By: *[Signature]*  
John Martin, Chairman



Date: 6-18-12

**ATTEST:** **CITY OF RIFLE**  
**STATE OF COLORADO**

\_\_\_\_\_  
City Clerk By: \_\_\_\_\_  
Chairman, City Council/Mayor

Date: \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF SERVICES PURCHASE OF SERVICES AGREEMENT - City of Rifle (Rifle Senior Center)**

**Purpose:** To prepare appropriate and approved noon-time meals in the kitchen of the Rifle Senior Center for provision of services to sites at the same location, and to provide and prepare food for transport to three other approved congregate meal sites in New Castle, Silt and Parachute.

**I. Contractor shall provide agreed upon services that include:**

- **RIFLE SENIOR CENTER** (aka Senior Delight Meal Program located at 50 Ute Ave in Rifle, CO) on Tuesdays and Thursdays at 12:00 p.m. for federally funded meals; and Fridays at 12:00 p.m. for state funded meals.
- **VALLEY SENIOR CENTER** (located at 540 North Parachute Avenue in Parachute, CO) on Wednesdays at 12:00 p.m.
- **BURNING MOUNTAIN FIRE STATION** (aka Meet n' Eat' Meal Program located at 611 Main Street in Silt, CO) on Wednesdays at 12:00 p.m.
- **NEW CASTLE SENIOR HOUSING COMPLEX** (aka 'The Gathering' located at Castle Valley Ranch in New Castle, CO) on Mondays at 12:00 p.m.

Contractor shall be paid for the exact number of meals served on Tuesdays, Thursdays and Fridays at the Rifle Senior Center and for the number of meals ordered for each of the off-site locations. Monday meal counts shall be submitted to the senior center by previous Friday at noon, and the count for Wednesday shall be submitted by noon on Tuesday prior to the meal service, and Friday meal counts shall be submitted to the senior center by noon on Thursday prior to the meal service. Food service to the participants is the responsibility of the Garfield County DHS Senior Programs staff and volunteers.

Meal sites shall be closed according to the holiday schedule established by the Garfield Board of County Commissioners. Any change requests from this schedule requires approval from the Board of County Commissioners.

**II. Contractor shall provide space, equipment, fixtures and utilities necessary to perform the work stated above.**

During operational hours, Garfield County reserves the right to inspect the work accomplished by the Contractor under this agreement. Such inspections shall include all food storage and preparation areas; and to assure that the work is proceeding in a timely and satisfactory manner.

**III. All menus will be prepared by the Garfield County's DHS Senior Programs staff and/or the registered dietician and meal preparation plans shall be available for review and analysis by Garfield County's DHS Senior Programs staff and/or the registered dietician**

- Menus shall contain at least one-third of the current recommended dietary allowance (RDA) as analyzed, utilizing the Nutrient standards method or acceptable computer program method.
- Menus shall consider the special needs of the elderly and ensure that each meal contains at least one-third (33 1/3 %) of current RDA as established by the Food and Nutrition Board of the Institute of Medicine and the National Academy of Sciences.
- Each meal shall contain at least 600 calories. Nutritional adequacy shall be documented with computer analysis by the program. Maintenance of optimal nutritional status through menu planning is reflected in menus moderate in fat, salt, simple sugars and high in fiber.
- At a minimum, each meal shall provide:
  - one serving (2-3 ounces) of meat or meat alternative,
  - two ½ cup servings of fruit and/or vegetables excluding pasta, rice and dessert,
  - eight ounces of 2% milk or buttermilk,
  - one serving of bread or bread alternative prepared from recipe (whole-wheat if possible),
  - one teaspoon butter or fortified margarine,
  - one ½ cup serving of dessert,
  - coffee or tea (1-2 cups per person), and
  - condiments such as vinegar, ketchup, mustard, salt, pepper, etc.
- \* Special Diets – The contractor shall provide special diets as requested by the physician's written prescription shown on the physician's prescription form utilized by the Garfield County DHS Senior Programs. Special diets must be under the supervision of a registered dietitian and will be the responsibility of the Senior Program. The Contractor shall individual package these with containers furnished by the Contractor if they need to be transported to another site.
- Menus shall be served as planned unless a substitution is approved. A complete menu move from one day to another does not constitute a substitution. When substitutions are made, the Garfield County Senior Programs maintains records on-site which documents the: 1) date of substitution, 2) original menu item/s, and 3) substitute item/s.
- Garfield County DHS Senior Programs shall have the right to inspect the food to determine compliance with regulations and to withhold payment for meals not meeting prescribed requirements. Garfield County DHS Senior Programs staff shall be notified of any changes in menus and a menu change form shall accompany any change. A change shall meet the 1/3 RDA for the elderly.

IV. Portion control is outlined in the Attachment I

V. Contractor shall purchase the food required for the meal preparation according to the following specifications:

- a) Milk and buttermilk shall be fresh pasteurized; 2% or lower;
- b) Fresh produce shall be US Grade No. 1 or equivalent;
- c) Canned goods shall be no lower than US Grade B or equivalent;
- d) Frozen or dried foods shall be no lower than US Grade B;
- e) Cheese shall be US Grade A;
- f) Spices and condiments shall be fresh and good quality (to include: salt, pepper, ketchup, soy sauce, mustard, mayonnaise, creamer and sugar, etc.), as well as coffee and tea products;
- g) Meats, poultry and fish shall be no lower than US Grade Good: all USDA inspected and no more than 30% fat content by weight;
- h) Breads, crackers and pastry shall be all good quality made with enriched flour and whole wheat, if possible;
- i) Rice shall be long grain, enriched or converted;
- j) Textured vegetable protein may be mixed with meats in the amount not to exceed 30%;
- k) Breading for meat products shall not exceed 25% of weight;
- l) Coffee, tea, decaffeinated beverages and/or flavored drinks shall be provided, however these products do not fill the nutritional meal pattern requirements. Fruit and vegetable juices may be served as part of the food and/or vegetable food group.

VI. Food safety and handling requirements shall be followed. The Contractor shall adhere to the Colorado Department of Public Health and Environment's most current retail Food establishment policy and regulations. Additional food safety requirements shall be followed to ensure the health and well-being of the frail, elderly adults and caregivers being served.

Leftover food that is transported to other meal sites shall be properly disposed of unless the food is unopened or pre-packaged. Cooked or prepared food shall not be taken from a meal site. A reservation system shall be used to prevent overproduction and food waste.

VII. The Contractor shall prepare food using low-sodium techniques. (Background regarding this requirement: The No-Added- Salt (NAS) diet equals 3000 to 4000 mg of sodium on a daily basis. An average American consumes approximately 1 to 2 teaspoons of salt daily, even though the physiological requirement for human is only ¼ tsp. of salt per day -- 1 tsp. salt equals approximately 2300 mg. of sodium. Therefore, the State of Colorado supports the NAS rule and promotes practices consistent with the US Dietary Guidelines and the sodium intake recommended by the American Heart Association --see the Attachment.)

VIII. The Contractor shall prepare food low in fat; saturated fat and cholesterol whenever possible (see the Attachment 2).

IX. The Contractor shall maintain storage and preparation facilities in a clean, safe condition that complies with all Federal, State and local laws and regulations governing the storage, handling and transportation of food. Contractor shall procure and keep current all licenses, permits and food handler cards required by law.

Hot food shall be transported and served at a temperature of 145 degrees or above.

Cold food shall be transported and served at a temperature no higher than 37 to 40 degrees.

- Garfield County DHS Senior Programs shall be responsible for maintaining applicable health standards and proper temperatures during transportation and throughout the serving time.

X. If the Contractor receives USDA Cash-in-Lieu of Commodities, the Contractor agrees to:

- a) Maintain all menus, receipts and inventory reports for a period of three years,
- b) Use such cash for purchase of foods grown only in the United States, and
- c) Maintain invoices for food paid with USDA cash for a period of three years.

**Commodities –**

1a. Any food donated received by Garfield County DHS Senior Program and made available to the City of Rifle shall be utilized solely for the purpose of providing benefits of the employing agency's food service operation and it is the responsibility of the City of Rifle to demonstrate that the full value of all donated food is used solely for the benefit of DHS Senior Program.

1b. The books and records of the City of Rifle pertaining to the food service operation of the agency shall be available on-site for a period of three (3) years from the close of fiscal year in which they pertain.

2. Any commodities, including bonus commodities, transferred to the Contractor by Garfield County DHS Senior Program shall be used solely in the preparation of meals for Rifle and other designated meal sites. Cash value of such commodities will be assigned at the time of transfer; however, such value is subject to revision at the time the Colorado Aging and Adult Services Division assigns final value at the end of the fiscal year. The cash value of commodities provided to the Contractor will be reported monthly to the contractor separately to facilitate their accounting procedures. The Contractor will then reimburse the Garfield County DHS Senior Program monthly for the amount reported. A final reckoning will

be made at the end of the fiscal year. The supplier will receive, store and inventory monthly these goods according to USDA commodity regulations. The sponsor will pay shipping costs. The supplier will keep all menus receipts and inventory reports on file for three (3) years for auditing purposes.

XI. All equipment utilized for meal preparation, storage or transport prior to the beginning of this Agreement shall be the property of the Contractor. Repair and maintenance shall be the responsibility of the City of Rifle. Any new equipment needed in order to carry out the Scope of Work shall be mutually agreed upon between the Contractor and Garfield County DHS Senior Programs staff. If it is determined that Garfield County DHS Senior Programs shall purchase the new equipment, the Contractor has the responsibility of repair, maintenance and insurance.

Food Takeouts - containers are supplied by the Garfield County DHS Senior Programs Nutrition program for the Parachute, New Castle and Silt Meal site. Contractor supplies take-out containers for the Rifle meal site(s).

Paper products - The Garfield County DHS Senior Programs Nutrition program will supply the Parachute, New Castle and Silt Meal site with any necessary paper products. Contractor provides the Rifle site(s) with paper products.

XII. Compensation for meals shall be paid on a unit cost basis. Meal fees shall be divided between food costs, labor and other (repair/maintenance/supplies/cleaning/utilities). There shall be no difference between the unit cost of a federally funded or state funded meal. The unit cost reimbursement for this Agreement is \$4.25 per meal.

Monthly invoices for payment shall be received in the Garfield County Department of Human Services Accounting Division, 195 W. 14<sup>th</sup> Street, Rifle CO 81650 by the fifth (5<sup>th</sup>) working day of each month.

Garfield County DHS Senior Program will be responsible for receiving daily participant donations.

XIII. Garfield County DHS Senior Programs shall inform program participants of and be responsible for implementing regulations and procedures such as:

- *Participant Eligibility* – Individuals sixty (60) years of age or older, a spouse of a person sixty (60) years of age or older who attends, a volunteer under 60, and disabled persons under special conditions as outlined in State Rules and Regulations (Volume 10).
- *Participant Contributions* – Individuals receiving meals are provided an opportunity to contribute to the cost of the meal. No participant shall be denied a meal for not contributing. The recommended client contribution shall be \$2.50 per meal.

- *Guests* – Guests under 60 may consume a meal only when it shall not deprive an eligible individual of an opportunity to receive a meal. Guests shall be asked to pay a fee of \$6.00 for the meal. (Reference cite: Volume 10, Section 10.470(B).
- *Use of Participant Contributions* – Program income will be used only for meal costs and to increase the number of meals served.

All aspects of the Nutrition Program shall adhere to the Volume (10) Services for the Aging State Rules and Regulations (12 CCR 2510-1), and Section IV of the Colorado Department of Human Services Division of State Unit on Aging Policy and Procedure Manual.

XIV. All notices to Garfield County DHS Senior Programs shall be addressed to 195 West 14<sup>th</sup> Street, Rifle, CO 81650; and all notices to the Contractor shall be addressed to Rifle Senior Center, 50 Ute Avenue, Rifle, CO 81650.

XV. The contact person for contract administration is Mary Baydarian, Director of the Garfield County Department of Human Services. The term of this contract is July 1, 2012 through June 30, 2013; not-to-exceed amount is \$75,000.

#### Attachments.

1. Portion Size for Food used in Senior Nutrition Program
2. Provision for NAS (No-Salt-Added) Guidelines
3. Guidelines for Low-Fat Meal Preparation
4. Garfield County DHS Senior Program Holiday Closures

Attachment I

**PORTION SIZES FOR FOODS USED IN SENIOR NUTRITION PROGRAM**

**Juices** - 1/2 cup

**Cooked Vegetables**

Mashed Potatoes 1/3 level cup, #12 scoop  
Asparagus, Corn 1/2 cup, drained #8 scoop  
Green Beans, Wax Beans, Pinto Beans, Broccoli, Cabbage,  
Carrots, Cauliflower, Celery, Peas, Scalloped Potatoes,  
Au-Gratin Potatoes, Spinach, Tomatoes (some liquid), Mixed  
Vegetables, Oriental Vegetables, Chuck-wagon Vegetables, and other  
vegetable mixes.

Brussels Sprouts - 4 medium

Sweet Potatoes - 1/3 cup, #12 scoop

Baked Potato - 1/2 medium sized potato

**Noodles, Rice, Spaghetti** - 1/2 cup or level #8 scoop

**Salads**

Potato/macaroni - 1/3 cup, #12 scoop

Tossed Salad - 1 cup, loosely packed

Carrot/Raisin - 1/3 cup, #12 scoop

Coleslaw - 1/3 cup, #12 scoop

Spinach Salad - 1 cup loosely packed

Jellied Salad - 1/2 cup

Waldorf Salad - 1/3 cup, #12 scoop

Fruit Salad - 1/2 cup, #12 scoop

Cottage Cheese - 1/4 cup, #16 scoop w/1/4 cup fruit or vegetable

Pear Half w/ Cottage Cheese - 1T or #50 scoop

3-Bean Salad - 1/3 cup #12 scoop

Taco Salad - 1 shell or like number of taco chips

1/2 cup lettuce

2T - 4 T. Beans

1/4 cup cooked Beef

2 T. Cheese

2 T. Tomatoes

1 T. Sour Cream

2 T. Picante Sauce

Chef Salad - 1 1/2 cup lettuce

3 ounces assorted meats (Roast Beef, Turkey, Ham,)

2 T. Cheese

2 T. Tomatoes

1/2 hard-boiled egg

**Meat/Fish/Poultry**

Fish - 3-ounce serving  
Turkey - 3-ounce serving  
Roast Beef - 3-ounce serving  
Ham - 3-ounce serving  
Meatloaf - 3-ounce serving  
Pork Roast - 3-ounce serving  
Pork or Hamburger Patty - 3 ounce serving  
Chicken - 1 leg/1 wing, 1 medium breast, 1 large thigh  
Pork Chop - 1  
Swedish Meatballs - 3 (1 oz.) meatballs to 4 T. gravy

**Stuffing** - 1/3 cup or #12 scoop

**Casseroles**

Beef Stew, Beef Pot Pie - 1 cup, or 8 ounces  
Burrito - 1 (1 medium tortilla & 1/2 cup filling)  
Turkey and Noodles - 1 cup  
Chili - 1 cup  
Chow Mien, Sweet and Sour Pork - 1 cup  
Goulash, Lasagna - 1 cup  
Macaroni & Cheese - 1 cup  
Ham and Beans - 1 cup  
Tuna and Noodles - 1 cup  
Turkey Casserole - 1 cup  
Spaghetti - 1/2-cup sauce, 1/2-cup noodles, 1T. Parmesan cheese  
Enchiladas - 2 small

**Soups**

Bowl - 1 cup  
Cup of Soup - 1/2 cup

**Gravies and Sauces** - 1/4 cup

**Bread**

Baked Rolls - 55 - 60 rolls per steam-table pan  
1 roll per serving  
1 muffin per serving  
1 slice of bread per serving

**Desserts**

Cookies - (1) 2 1/2 inch in diameter  
Cakes - 1 2" x 2" square (approximately)  
Pies - 8 slices per 9 or 10-inch pie pan  
Ice Cream/Sherbet - 1/2 cup  
Jell-O - 1/2 cup  
Pudding - 1/2 cup  
Fruit cup, mixed fruit - 1/2 cup

## **Attachment 2**

### **Provision for a NAS (no-salt-added) diet, guidelines:**

- Limit the use of highly processed foods, which may include commercially prepared frozen entrees, and condiments that are high in sodium.
- Make gravies and soups using at least half low-sodium soup base.
- Use fresh and frozen vegetables - when possible.
- Do not add salt in cooking.
- Purchase or make low-sodium soups
- Replace deli meats (cured, smoked, and pickled meats), cheese and salty condiments with lower sodium counterparts.
- Substitute herbs, spices, and lemon to enhance flavors rather than salt.

## **Attachment 3**

### **Guidelines for low-fat meal preparation**

- Bake, Broil or steam foods rather than frying.
- Serve fish more often.
- Remove visible fat from meat and poultry before cooking.
- Remove the skin from chicken and turkey.
- Skim fat off gravies and soups after they have been refrigerated.
- Use low-fat salad dressings, mayonnaise and cheeses.
- Reduce use of breading in meats because it is a fat carrier
- Prepare meats and other entrees with little or no fat.
- Use ground turkey mix with ground beef to lower the amount of fat in a dish using ground beef.
- Drain fat from ground beef after it is browned.
- Use low-fat substitutes (e.g. skim milk, broth's, soup stock, and tomato sauces) to make low calorie gravies and cream sauces.
- Use low-fat dairy products in cooking and as beverages.
- Limit purchase of commercial food products containing tropical oils (e.g. coconut and palm oils). These are saturated fats and are associated with heart disease.

**Attachment 4**

**Garfield County - Holiday Closures  
Affecting Garfield County DHS Senior Programs**

July 1, 2012 – June 30, 2013

Independence Day	July 4, 2012
Labor Day	September 3, 2012
Veteran's Day	November 12, 2012
Thanksgiving	November 22-23, 2012
Christmas	December 24-25, 2012
New Year's Day	January 1, 2013
President's Day	February 18, 2013
Memorial Day	May 27, 2013

**BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY  
CERTIFICATION AND AFFIDAVIT  
REGARDING ILLEGAL ALIENS**

The Contractor, whose name and signature appears below, certifies and agrees as follows:

1. The Contractor shall comply with the provisions of C.R.S. 8-17.5-101 *et seq.* The Contractor shall not knowingly employ or contract with an illegal alien to perform work for the Board of County Commissioners of Garfield County, Colorado ("BOCC") or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien.
2. The Contractor represents, warrants, and agrees that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program and otherwise shall comply with the requirements of C.R.S. 8-17.5-102(2)(b).
3. The Contractor shall comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or C.R.S. 8-17.5-101 *et seq.*, the BOCC may terminate work for breach and the Contractor shall be liable for actual and consequential damages to the State.
4. If the Contractor is a sole proprietor, the undersigned hereby swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one):

- I am a United States citizen, or
- I am a Permanent Resident of the United States, or
- I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I am a sole proprietor entering into a contract to perform work for the BOCC. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to starting work for the BOCC. I further acknowledge that I will comply with the requirements of C.R.S. 24-76.5-101 *et seq.* and will produce the required form of identification prior to starting work.

I acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under C.R.S. 18-8-503.

CERTIFIED and AGREED to this \_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR:

\_\_\_\_\_  
(Contractor Full Legal Name)

\_\_\_\_\_  
FEIN or Social Security Number

By: \_\_\_\_\_  
Signature of Authorized Rep

\_\_\_\_\_  
Title

TO: Mayor and City Council  
City of Rifle, Colorado

FROM: Karl J. Hanlon, Esq.

RE: Colorado River Cooperative Agreement

DATE: June 12, 2012

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**BACKGROUND:**

After several years of negotiations, on April 28, 2011, Denver Water and thirty five west slope entities made the proposed Colorado River Cooperative Agreement (“CRCA”) public at a press conference held in Grand County, Colorado. The potential signatories included water users on the Colorado River from the headwaters in Grand and Summit Counties to the lower river in the Grand Valley. A complete list of signatories is contained in Article VIII - Definitions. While the framework of the CRCA was completed by spring of 2011, a variety of implementation issues remained to be worked on. These included: The drafting of various water rights applications for implementation of the CRCA; drafting supplemental provisions and protocols for the CRCA; as well as meeting with third parties necessary for implementation, including officials from the Bureau of Reclamation and the State of Colorado.

While the CRCA addresses a number of issues affecting the Colorado River, it is important to note that there are several things it does not do. Specifically, the CRCA does not provide for mitigation or substitute mitigation that may be required by federal agencies for the Moffat Collection System project permitting. The CRCA also does not resolve water gap challenges for front range municipalities other than Denver Water (and those entities which currently contract with Denver Water for municipal supplies). However, the CRCA does address a wide variety of interests of the thirty six parties and, most importantly, sets the stage for a cooperative approach between the signatories to addressing future water needs and projects in the Colorado basin.

In short, the CRCA addresses and balances the East and West slope interests in the Colorado River. Denver Water has a vested interest in the permitting and construction of the Moffat Collection System Project (the Gross Reservoir Enlargement), resolving Blue River Decree issues that have been outstanding for many years and addressing environmental stewardship concerns and

participation in the WISE project (a water reuse project). On the West Slope, those entities also have a range of interests including stream flow protection and restoration, water for future consumptive uses, resolution of Blue River Decree issues, protection of recreational assets ranging from reservoir levels to stream flows, preservation of the Shoshone flow regime, ensuring East Slope conservation and reuse, defining the Denver Water service area and protecting future water supplies for West Slope uses. These issues are all addressed in the CRCA.

**KEY PROVISIONS OF THE CRCA:**

The CRCA is broken into eight different Articles, each addressing a specific component of the Agreement, along with a large number of exhibits.

First, the CRCA lays out the limitations on Denver Water's use of Colorado basin waters. Denver Water has agreed to limit its service area geographically, which is important since it effectively limits future growth of the Denver Water system beyond its current boundaries. Denver Water is also committing to further water reuse and conservation which will allow for its water supply to stretch farther with less impact on the West Slope. Denver Water has also agreed to provide \$25,000,000.00 to effected entities and several thousand acre-feet of water for stream flows. In addition, new contract holders with Denver Water must abstain from coming to the West Slope for water as long as they are under contract with Denver Water to receive their water supply. Lastly, the CRCA also provides for a revenue stream to the West Slope based on WISE project leases.

From the middle river perspective, the most important components of the CRCA relate to Denver Water's agreement to limit future projects on the West Slope to cooperative ones, their support of the Shoshone flow regime, and to the operation of Green Mountain Reservoir in support of that flow regime. The Agreement also contemplates future cooperation on a permanent solution to the Shoshone flow regime including investigating the potential acquisition of the resource Shoshone facility and water right.

Denver Water has also agreed to place \$500,000.00 in a fund to be managed and used by middle river entities to help offset the increased operational costs that are incurred as a result of the Shoshone Outage Protocol implementation. The Outage Protocol allows for Denver Water to take the call off at Shoshone during winter months (pursuant to their 2007 Excel agreement) and drought conditions to allow fill of Denver Water's reservoirs. This has an operational impact on water users diverting directly from the Colorado River such as Rifle of both lower water levels and increased salinity.

Protection of the Shoshone flows is also critical to the City of Rifle for both water quality and the growing local recreation industry. During the negotiations of the CRCA, we emphasized finding an interim and long term solution to maintaining the Shoshone call.

The CRCA also provides that Denver Water will not oppose an application for a recreational in-channel diversion ("RICD") above the confluence the Roaring Fork River and Colorado River

and below the Shoshone powerplant provided that the RICD is designed to mimic the Shoshone call. Denver Water has also agreed to work cooperatively on an application for a RICD on the Glenwood Springs' currently constructed white water park below the confluence of the two rivers.

**CONCLUSION:**

In summary, the CRCA tries to address a variety of issues and concerns of the signatories. The driving principle behind the Agreement is that working cooperatively rather than through litigation better serves the interests of any given party. There is also recognition that all of the parties have an interest in and to the waters of the Colorado River and that all of the parties have interests in their own economic development. While perhaps not a perfect solution to every concern of the parties, it is a solution that all of the parties may be able to live with. Currently, roughly half of the signatories have approved the CRCA including Denver Water, Grand, Summit and Eagle Counties and the City of Glenwood Springs.

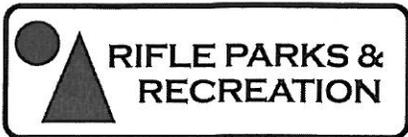


Date: June 26, 2012  
To: John Hier, City Manager  
From: Aleks Briedis, Recreation Director  
RE: PRAB appointment

The Parks & Recreation Advisory Board currently has an opening for the alternate position. Staff has received an application from Sara Brainard. Sara is an employee of the Garfield County Health Department and participated in the City of Rifle/Sonoran Institute's 3D Academy. Staff believes she will be a great addition to the board. Her application is attached.

**Staff recommends appointing Sara Brainard as an alternate member to the Parks & Recreation Advisory Board with the term expiring January 2014.**





Rifle Parks and Recreation Advisory Board Application 2012

Name Sara Brainard  
Address 1182 E 19th St  
City Rifle State CO Zip 81650  
Phone (970) 309-6193 Other phone \_\_\_\_\_  
E-mail harterst1@hotmail.com

Do you live within Rifle city limits?  Yes  No  
Are you over the age of 55?  Yes  No

Please answer all questions. Attach additional sheets as necessary.

Why would you like to be on the advisory board?

*See attached.*

What can you bring to the board?

What is your current involvement in Rifle's parks and recreation?

Please return this form and attachments to Rifle Parks & Recreation, 202 Railroad Ave., Rifle, CO 81650 or [abriedis@rifleco.org](mailto:abriedis@rifleco.org) by 5 PM, June 15, 2012.



## Rifle Parks and Recreation Advisory Board Application 2012

1. Why would you like to be on the advisory board?

I think it is a great opportunity to be involved with improving the parks and recreation within the City of Rifle. I am a supporter of the proposed Rifle Recreation Center and feel that I can make more of a difference in the project, as it makes headway, by being on the advisory board.

2. What can you bring to the board?

I feel that I can bring a personal, as well as a professional perspective to the board about the importance of supporting an active lifestyle in our community.

3. What is your current involvement in Rifle's parks and recreation?

I work with the Director of the Rifle Parks and Rec Department on the Garfield County Healthy Eating Active Living (HEAL) Coalition. I am also a current user of the Rifle trails system.

## Report Criteria:

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

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>1003</b>						
<b>Action Shop Services, Inc</b>						
	RI34516	BLOWER	06/25/2012	49.55	.00	
	SI67367	ENGINEOIL	06/08/2012	25.74	.00	
	SI67405	TRIMMER	06/11/2012	147.83	.00	
Total 1003:				223.12	.00	
<b>1009</b>						
<b>B &amp; B Plumbing, Inc</b>						
	36566	REPAIR BROKEN WATER LINE	05/25/2012	561.20	.00	
	36636	REPLACED water heater	05/30/2012	875.52	.00	
	36675	REPLACED EXPANSION TANK	06/12/2012	234.78	.00	
	36692	ROTO ROOTED MAIN LINE	06/12/2012	606.65	.00	
Total 1009:				2,278.15	.00	
<b>1018</b>						
<b>Valley Lumber</b>						
	30283	SPRAY ALL PURPOSE	06/18/2012	3.99	.00	
	66025	POLY LAWN RAKE	04/05/2012	24.98	.00	
	68661	heDGE SHEER	06/08/2012	23.99	.00	
	68740	FUNNEL SET	06/11/2012	3.79	.00	
	68742	CONCRETE MIX	06/11/2012	15.57	.00	
	68847	WIRE SOLID RED 5	06/13/2012	39.00	.00	
	68897	REPAIRS KITCHEN SEWER WO	06/14/2012	121.13	.00	
	68920	FLEXOGEN HOSE	06/15/2012	117.35	.00	
	68923	REMODEL SHEETROCK	06/15/2012	18.27	.00	
	68949	REPLACEMENT HANDLE	06/15/2012	18.99	.00	
	68979	TAPE MASKING	06/18/2012	29.43	.00	
	69016	FUNNY PIPE MALE ADAPTER	06/18/2012	1.78	.00	
	69069	ACX PLY	06/19/2012	60.80	.00	
	69164	DUCT TAPE	06/21/2012	5.99	.00	
	69215	DUCT TAPE	06/22/2012	23.96	.00	
	69228	BRISTLE THRIFT BRUSH	06/23/2012	9.16	.00	
Total 1018:				510.20	.00	
<b>1022</b>						
<b>Central Distributing Co</b>						
	911951	Supplies	06/13/2012	130.87	.00	
	911952	Supplies	06/13/2012	217.34	.00	
	911958	Supplies	06/13/2012	41.48	.00	
	911959	Supplies	06/13/2012	162.96	.00	
	912648	Supplies	06/20/2012	142.16	.00	
	912651	Supplies	06/20/2012	209.14	.00	
	912656	Supplies	06/20/2012	102.96	.00	
Total 1022:				1,006.91	.00	
<b>1023</b>						
<b>Chelewski Pipe &amp; Supply</b>						
	053112	PIPE & FITTINGS	05/31/2012	516.71	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1023:				516.71	.00	
<b>1065</b>						
<b>Dodson Engineered Products Inc</b>						
	157637	RUBBER CPLG	05/25/2012	454.18	.00	
Total 1065:				454.18	.00	
<b>1087</b>						
<b>Grainger</b>						
	9847266112	FUSE MIDGET	06/07/2012	17.36	.00	
	9854696086	START CAPACITOR	06/15/2012	.62	.00	
Total 1087:				17.98	.00	
<b>1093</b>						
<b>Honeywell Inc.</b>						
	3586234	MECHANICAL MAINT	05/30/2012	1,479.50	.00	
Total 1093:				1,479.50	.00	
<b>1105</b>						
<b>Meadow Gold Dairies</b>						
	50210114	DAIRY PRODUCTS/SENIOR CT	06/14/2012	57.72	.00	
	50210135	DAIRY PRODUCTS/REC -POOL	06/15/2012	318.08	.00	
	50210179	DAIRY PRODUCTS/REC -POOL	06/19/2012	277.94	.00	
	50210186	DAIRY PRODUCTS/SENIOR CT	06/21/2012	56.33	.00	
	50210223	DAIRY PRODUCTS/REC -POOL	06/22/2012	180.71	.00	
	50210267	DAIRY PRODUCTS/REC -POOL	06/26/2012	294.27	.00	
Total 1105:				1,185.05	.00	
<b>1110</b>						
<b>Napa Auto Parts</b>						
	233393	EMPELLERKIT	06/07/2012	79.34	.00	
	233443	WRENCH	06/07/2012	242.88	.00	
	233669	UBOLT	06/08/2012	6.42	.00	
	234252	EXT POLE SQUEEGE	06/12/2012	13.69	.00	
	234535	UBOLT	06/13/2012	34.73	.00	
	234887	CLAMP	06/15/2012	2.88	.00	
	234888	FUNNEL	06/15/2012	22.69	.00	
Total 1110:				333.17	.00	
<b>1120</b>						
<b>Xcel Energy Inc</b>						
	328594570	ST LGT MAINT CAP	06/12/2012	13,515.57	13,515.57	06/22/2012
Total 1120:				13,515.57	13,515.57	
<b>1125</b>						
<b>Rifle Chamber Of Commerce</b>						
	062712	3RD QTR PAYMENT	06/27/2012	25,780.00	.00	
	4132	advertising	06/20/2012	300.00	300.00	06/22/2012
Total 1125:				26,080.00	300.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>1126</b>						
<b>Rifle City Of</b>						
	1357101 06011	2416-22 RAIL AVE	06/01/2012	1,160.70	1,160.70	06/25/2012
	1453101 06011	50 UTE AVE	06/01/2012	322.69	322.69	06/25/2012
	2003101 06011	201 E. 18th st	06/01/2012	311.77	311.77	06/25/2012
	2005101 06011	1612 RAILROAD	06/01/2012	1,029.08	1,029.08	06/25/2012
	2006101 06011	101 S EAST AVE	06/01/2012	585.12	585.12	06/25/2012
	2007101 06011	301 E 30TH ST	06/01/2012	36.92	36.92	06/25/2012
	2017102 06011	1718 RAILROAD AVE	06/01/2012	1,988.24	1,988.24	06/25/2012
	2033001 06011	750 UTE AVE	06/01/2012	55.21	55.21	06/25/2012
	2038001 06011	0409 CR 265/POUND	06/01/2012	71.98	71.98	06/25/2012
	2042001 06011	202 RAILROAD	06/01/2012	168.54	168.54	06/25/2012
	2211101 06011	1201 RAILROAD	06/01/2012	295.74	295.74	06/25/2012
	2214101 06011	1500 DOGWOOD DR	06/01/2012	790.15	790.15	06/25/2012
	2215101 06011	225 EAST AVE	06/01/2012	18.29	18.29	06/25/2012
	2325101 06011	1500 DOGWOOD DR	06/01/2012	6.36	6.36	06/25/2012
	2575101 06011	E 4TH ST	06/01/2012	18.29	18.29	06/25/2012
	2975101 06011	1775 W CENTENNIAL PKWY	06/01/2012	18.29	18.29	06/25/2012
	3079101 06011	595 W 24TH ST	06/01/2012	768.77	768.77	06/25/2012
	3221101 06011	000 BROWNING DR	06/01/2012	18.29	18.29	06/25/2012
	3351101 06011	1221 E CENTENNIAL PKWY	06/01/2012	18.29	18.29	06/25/2012
	3636101 06011	250 E 16TH ST	06/01/2012	155.82	155.82	06/25/2012
	3641101 06011	360 S 7TH ST B	06/01/2012	18.29	18.29	06/25/2012
	3673101 06011	3100 DOKES LN	06/01/2012	104.77	104.77	06/25/2012
	3677101 06011	2515 WEST CENTENNIAL PARK	06/01/2012	37,906.91	37,906.91	06/25/2012
	3679101 06011	300 W 5TH ST	06/01/2012	1,774.13	1,774.13	06/25/2012
	3707101 06011	2515 WEST CENTENNIAL PARK	06/01/2012	121.76	121.76	06/25/2012
	779102 060112	132 e 4th st	06/01/2012	55.21	55.21	06/25/2012
	823101 060112	202 RAILROAD	06/01/2012	74.10	74.10	06/25/2012
	873106 060112	236 w 4th st-Utilites Rental Proper	06/01/2012	70.00	70.00	06/25/2012
Total 1126:				47,963.71	47,963.71	
<b>1132</b>						
<b>Rifle Lock &amp; Safe</b>						
	31693	CHANNEL RECEIVER CHIME B	04/26/2012	245.00	.00	
	31785	KEYS	06/11/2012	53.25	.00	
Total 1132:				298.25	.00	
<b>1138</b>						
<b>Schmueser/Gordon/Meyer, Inc</b>						
	99055A-172/	PHASE 287	05/30/2012	472.50	472.50	06/21/2012
	99055N-14/	RIFLE WATER CONSERVATION	05/22/2012	450.00	450.00	06/21/2012
Total 1138:				922.50	922.50	
<b>1143</b>						
<b>Swallow Oil Company</b>						
	061512	INV 134927	06/15/2012	4,334.42	.00	
Total 1143:				4,334.42	.00	
<b>1181</b>						
<b>Garfield Steel &amp; Machine, Inc</b>						
	00081915	Catwalk Fabrication and Installatio	06/14/2012	8,000.00	.00	
	00081960	WELDING ROD	06/18/2012	96.51	.00	
	00081968	WELDING ROD	06/18/2012	8.41	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1181:				8,104.92	.00	
<b>1191</b>						
<b>Lewan &amp; Associates, Inc</b>						
	129521	B&W METER	06/01/2012	7.80	.00	
Total 1191:				7.80	.00	
<b>1256</b>						
<b>Resource Engineering, Inc</b>						
	11102	341-10.15 ANTERO RESOURCE	05/31/2012	213.00	.00	
	11103	341-10.21 LARAMINE ENERGY	05/31/2012	71.00	.00	
	11104	341-10.4 WPX ENERGY	05/31/2012	71.00	.00	
	11105	341-10.7 ENCANA WATERSHED	05/31/2012	71.00	.00	
	11106	341-13.6 WATER RIGHTS MAST	05/31/2012	284.00	.00	
	11107	341-9.5 RUEDI ROUND SALES	05/31/2012	502.75	.00	
Total 1256:				1,212.75	.00	
<b>1258</b>						
<b>Hach Company</b>						
	7776032	METHYL ALCOHOL	05/30/2012	42.40	.00	
	7798459	ACETONE ACS	06/13/2012	385.03	.00	
	7800620	NITRITE	06/14/2012	30.95	.00	
Total 1258:				458.38	.00	
<b>1339</b>						
<b>Grand Junction Pipe &amp; Supply</b>						
	C2366169	NODE 100 BATTERY OP CONT	06/04/2012	186.00	.00	
	C2366540	HUNTER ROTOR	06/06/2012	763.20	.00	
Total 1339:				949.20	.00	
<b>1348</b>						
<b>Grand Tunnel Ditch Co.</b>						
	JUNE 2012	2012 IRRIGATIONS SEASON	06/27/2012	4,289.80	.00	
Total 1348:				4,289.80	.00	
<b>1437</b>						
<b>TAYLOR FENCE COMPANY OF GRAND</b>						
	G31273	CONST. PANEL RENTAL	05/31/2012	15.00	.00	
	G31273.	CONST. PANEL RENTAL	05/31/2012	28.80	.00	
Total 1437:				43.80	.00	
<b>1768</b>						
<b>Faris Machinery Company</b>						
	G23097	DIAMOND BLADE	06/07/2012	652.20	.00	
Total 1768:				652.20	.00	
<b>1806</b>						
<b>CDMS INC</b>						
	8895	DSL ACCESS - Cemetery	06/01/2012	17.95	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1806:				17.95	.00	
<b>1830</b>						
<b>Grand Valley Foods</b>						
	121550	FOOD PRODUCT/SR CENTER	06/19/2012	18.39	.00	
	121613	FOOD PRODUCT/SR CENTER	06/22/2012	1,023.06	.00	
Total 1830:				1,041.45	.00	
<b>2139</b>						
<b>CDW Government, Inc</b>						
	L038858	BELKIN SURGEPRO	05/23/2012	386.04	.00	
Total 2139:				386.04	.00	
<b>2169</b>						
<b>Information Systems Consulting</b>						
	0062418-IN	PROJECT SERVICES	05/23/2012	8,120.00	.00	
	0062423-IN	PROJECT SERVICES	05/23/2012	1,535.00	.00	
	0062464-IN	ASA5505 10 UNLMTD USR	05/23/2012	277.50	.00	
	0062800-IN	AMPHNL EMC MINI	06/14/2012	152.30	.00	
	0062802-IN	CISCO UNIFIED IP PHONE	06/14/2012	2,172.27	.00	
	006726-IN	CISCO IP CONF STATION	06/11/2012	1,695.54	.00	
Total 2169:				13,952.61	.00	
<b>2208</b>						
<b>Amerigas</b>						
	3008768659	TANK RENTAL	05/31/2012	60.00	.00	
	3008768663	TANK RENTAL	05/31/2012	40.00	.00	
Total 2208:				100.00	.00	
<b>2235</b>						
<b>Acme Alarm Company Inc</b>						
	7154MON	3RD QUARTER MONITORING 2	06/01/2012	180.00	.00	
	7249MON	3RD QUARTER MONITORING 2	06/01/2012	180.00	.00	
	7253MON	2ND QUARTER MONITORING 2	06/01/2012	90.00	.00	
Total 2235:				450.00	.00	
<b>2240</b>						
<b>Northern Tool &amp; Equipment Co</b>						
	26355567	CHAPIN BACKPACK SPRAY	06/13/2012	57.67	.00	
Total 2240:				57.67	.00	
<b>2255</b>						
<b>California Contractors Supply</b>						
	JJ15936	12 PC JUMBO PUNCH CHISEL S	06/05/2012	99.80	.00	
Total 2255:				99.80	.00	
<b>2309</b>						
<b>Sport Supply Group, Inc.</b>						
	94710553	BATTING TEE	06/01/2012	60.72	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2309:				60.72	.00	
<b>2343</b>						
<b>Mountain Pest Control</b>						
	0292071	PEST CONTROL	06/06/2012	50.00	.00	
Total 2343:				50.00	.00	
<b>2370</b>						
<b>B&amp;b Landscape/Jerry Baysinger</b>						
	003858	TREE TRIMMING	06/13/2012	300.00	.00	
Total 2370:				300.00	.00	
<b>2409</b>						
<b>Reserve Account</b>						
	061812	POSTAGE	06/18/2012	1,931.80	1,931.80	06/22/2012
Total 2409:				1,931.80	1,931.80	
<b>2543</b>						
<b>Airgas Intermountain, Inc</b>						
	104654585	CABLE CONNECTOR	06/13/2012	733.73	.00	
Total 2543:				733.73	.00	
<b>2573</b>						
<b>Mountain West Office Products</b>						
	276599	supplies	06/15/2012	34.75	.00	
	277087	supplies	06/15/2012	111.27	.00	
	277154	supplies	06/19/2012	59.99	.00	
	277243	supplies	06/20/2012	80.97	.00	
Total 2573:				286.98	.00	
<b>2690</b>						
<b>Down Valley Septic &amp; Drain LLC</b>						
	MAY120014	ROLL OFF - TIP /CEMETARY	05/31/2012	200.00	.00	
Total 2690:				200.00	.00	
<b>2835</b>						
<b>L.L. Johnson Distributing Co</b>						
	1603475-00	TINE SHANK SIDE	05/30/2012	843.98	.00	
	1604203-00	5/8 TINE	06/06/2012	49.97	.00	
Total 2835:				893.95	.00	
<b>2960</b>						
<b>Walmart Community</b>						
	012069	SUPPLIES	06/12/2012	19.07	19.07	06/22/2012
	015985	FOOD SUPPLIES	06/15/2012	115.50	115.50	06/22/2012
	018322	FOOD SUPPLIES	06/18/2012	86.84	86.84	06/22/2012
Total 2960:				221.41	221.41	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>3015</b>						
<b>Kroger/King Sooper Cust Charge</b>						
	030859	FOOD /SR CENTER	06/18/2012	9.35	9.35	06/22/2012
	039788	FLOWERS	06/18/2012	16.97	16.97	06/22/2012
	071582	FOOD /SR CENTER	06/19/2012	17.98	17.98	06/22/2012
Total 3015:				44.30	44.30	
<b>3038</b>						
<b>Mountain View Tree Farm &amp; Nurs</b>						
	13643	MULCH	05/30/2012	1,420.00	.00	
Total 3038:				1,420.00	.00	
<b>3083</b>						
<b>ALSCO</b>						
	1179516	LAUNDRY/senior center	06/19/2012	59.04	.00	
Total 3083:				59.04	.00	
<b>3156</b>						
<b>Superwash Of Rifle</b>						
	2008 061112	CAR WASH	06/11/2012	50.40	.00	
	2025 061112	CAR WASH	06/11/2012	108.10	.00	
	2036 061112	CAR WASH	06/11/2012	30.85	.00	
Total 3156:				189.35	.00	
<b>3195</b>						
<b>Frontier Paving Inc</b>						
	35898	ASPHALT/STREETS	06/06/2012	4,398.98	.00	
Total 3195:				4,398.98	.00	
<b>3397</b>						
<b>Stripe-A-Lot, Inc.</b>						
	492	City Street Paint Striping 2012	06/04/2012	17,933.00	.00	
Total 3397:				17,933.00	.00	
<b>3723</b>						
<b>Flint Trading Inc</b>						
	144561	PM600619	06/05/2012	269.72	.00	
	144812	PM125WH Q1	06/11/2012	486.32	.00	
Total 3723:				756.04	.00	
<b>3771</b>						
<b>Waste Management Inc</b>						
	0707419-1185-	RIFLE MOUNTAIN PARK	06/01/2012	743.88	.00	
Total 3771:				743.88	.00	
<b>3780</b>						
<b>Concrete Equipment</b>						
	128826	CRACK CHASER	06/06/2012	222.98	.00	
	128967	NP-1 LIMESTONE JOINT SEALA	06/11/2012	144.49	.00	
	128996	GRINDING CUP WHEEL	06/11/2012	47.02	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3780:				414.49	.00	
<b>4141</b>						
<b>True Brew Coffee Service</b>						
	142845	COFFEE	06/01/2012	37.95	.00	
	143094	COFFEE	06/14/2012	75.16	.00	
	143241	COFFEE	06/21/2012	51.48	.00	
Total 4141:				164.59	.00	
<b>4181</b>						
<b>Crown Awards</b>						
	31568888	MEDALS	06/14/2012	291.90	.00	
Total 4181:				291.90	.00	
<b>4207</b>						
<b>Radio Shack</b>						
	10147655	SPRAY PARK LAUNCH PADS	06/13/2012	17.97	.00	
	10147676	14 CAT5E4 BLUE	06/14/2012	22.99	.00	
	10147862	IPAD SCREEN PROTECTOR	06/22/2012	19.99	.00	
Total 4207:				60.95	.00	
<b>4240</b>						
<b>Platinum Plus For Business</b>						
	BRIEDIS 0611	WEBTIMECLOCK FEE	06/11/2012	465.29	465.29	06/22/2012
	BURNS 06111	EASY SAVINGS REBATE	06/11/2012	109.06	109.06	06/22/2012
	CAIN 061112	USPS	06/11/2012	5.75	5.75	06/22/2012
	CHRISTENSE	DENMAN CONSULTING	06/11/2012	2,368.31	2,368.31	06/22/2012
	DEUSSEN 061	ADMIN STAFF LUNCH	06/11/2012	44.00	44.00	06/22/2012
	GALLEGOS 06	CERTIFICATE RENEWAL/TRAIN	06/11/2012	688.21	688.21	06/22/2012
	HIER 061112	LUNCH MTG ATTORNEYS	06/11/2012	59.53	59.53	06/22/2012
	KELTY 061112	STAFF LUNCH	06/11/2012	77.82	77.82	06/22/2012
	MEISNER 061	CACP CONFERENCE	06/11/2012	298.93	298.93	06/22/2012
	PINA 061112	SONY ICD DIGITAL RECORDER	06/11/2012	195.38	195.38	06/22/2012
	STURGEON 0	TBD DINNER	06/11/2012	14.23	14.23	06/22/2012
Total 4240:				4,326.51	4,326.51	
<b>4403</b>						
<b>Donald Van Hoose</b>						
	061012	BUILDING INSPECTIONS	06/10/2012	600.00	600.00	06/22/2012
Total 4403:				600.00	600.00	
<b>4459</b>						
<b>Ground Engineering Consultants</b>						
	126510.0-2	TESTING MATERIAL STATE HW	05/24/2012	4,511.50	.00	
Total 4459:				4,511.50	.00	
<b>4590</b>						
<b>Colorado Poolscapes Inc</b>						
	42541-1	POOL CHEMICALS	06/18/2012	635.98	.00	
	426461	POOL CHEMICALS	06/22/2012	28.58	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4590:				664.56	.00	
<b>4612</b>						
<b>Automated Batting Cages Corp.</b>						
	99142	PULLY IDLER	06/14/2012	111.00	.00	
Total 4612:				111.00	.00	
<b>4811</b>						
<b>United Site Services Inc</b>						
	114-614194	PORTABLE RESTROOM JOYCE	05/24/2012	65.00	.00	
	114-614195	PORTABLE RESTROOM HEINZ	05/24/2012	65.00	.00	
	114-61496	PORTABLE RESTROOM DAVID	05/24/2012	150.00	.00	
	114-620413	PORTABLE RESTROOM DEER	05/29/2012	560.00	.00	
	114-633053	PORTABLE RESTROOM JOYCE	06/04/2012	25.00	.00	
	114-633054	PORTABLE RESTROOM HEINZ	06/04/2012	25.00	.00	
	114-633055	PORTABLE RESTROOM DAVID	06/04/2012	50.00	.00	
	114-633193	PORTABLE RESTROOM HERSH	06/04/2012	170.00	.00	
	114-633263	PORTABLE RESTROOM DEER	06/04/2012	250.00	.00	
	114-633265	PORTABLE RESTROOM METR	06/04/2012	207.50	.00	
	114-633288	PORTABLE RESTROOM CENTE	06/04/2012	82.50	.00	
	114-649989	PORTABLE RESTROOM CENTE	06/12/2012	620.00	.00	
Total 4811:				2,270.00	.00	
<b>4926</b>						
<b>Ge Capital</b>						
	57363995	SHARP COPIERS/ PD	06/17/2012	575.69	.00	
Total 4926:				575.69	.00	
<b>4966</b>						
<b>Graphic Edge</b>						
	610902	Team uniforms/rec	06/18/2012	15.99	.00	
	610904	Team uniforms/rec	06/13/2012	2.99	.00	
Total 4966:				18.98	.00	
<b>5181</b>						
<b>FRED'S HARDWARE</b>						
	20300 053112	SUPPLIES	05/31/2012	412.36	.00	
	20304 053112	SUPPLIES	05/31/2012	21.97	.00	
Total 5181:				434.33	.00	
<b>5189</b>						
<b>UPBEAT, INC.</b>						
	511496	ANCHOR KIT GRANSTAND GAL	06/01/2012	195.57	.00	
Total 5189:				195.57	.00	
<b>5234</b>						
<b>SUMMIT SWEEPING SERVICE, LLC</b>						
	4940	UNDERGROUND SPRING CLEA	06/05/2012	160.00	.00	
Total 5234:				160.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>5253</b>						
<b>FASTENAL</b>						
	50214	QUIK LNK	05/31/2012	3.39	.00	
	50310	CAUTION TAPE	06/05/2012	198.51	.00	
	50320	5/8-11 A1942 H	06/05/2012	11.84	.00	
	50474	7x1 8x5	06/13/2012	29.76	.00	
	50492	PIP	06/13/2012	16.88	.00	
Total 5253:				260.38	.00	
<b>5473</b>						
<b>McAfee</b>						
	95193651	FAIL SAFE DISASTER RECOVER	04/29/2012	225.60	.00	
Total 5473:				225.60	.00	
<b>5599</b>						
<b>BIGHORN CONSULTING ENGINEERS</b>						
	2714	UTE THEATER DESIGN	06/19/2012	5,000.00	.00	
Total 5599:				5,000.00	.00	
<b>5752</b>						
<b>Accutest Mountain States</b>						
	D5-26680	alkalinity, organic carbon/water te	06/06/2012	870.00	.00	
Total 5752:				870.00	.00	
<b>5896</b>						
<b>IDEXX DISTRIBUTION, INC.</b>						
	260584753	WQT2K QUANTI-TRAY	06/19/2012	305.43	.00	
Total 5896:				305.43	.00	
<b>5958</b>						
<b>Utility Refund</b>						
	1110102	REFUND-607 MCCARRON CT	06/19/2012	340.00	340.00	06/22/2012
Total 5958:				340.00	340.00	
<b>5960</b>						
<b>Recreation Fee Refunds</b>						
	2000788002	REC FEE REFUND	06/15/2012	50.00	50.00	06/22/2012
	2000789002	REC FEE REFUND	06/18/2012	42.00	42.00	06/22/2012
	2000790002	REC FEE REFUND	06/19/2012	7.00	7.00	06/22/2012
Total 5960:				99.00	99.00	
<b>5984</b>						
<b>JIM DIBLE OIL CO</b>						
	T0092	VACUALINE	06/18/2012	327.00	.00	
Total 5984:				327.00	.00	
<b>6047</b>						
<b>Climate Control Company</b>						
	S50912	HVAC Emergency Repairs - City	05/09/2012	7,642.00	7,642.00	06/22/2012
	S51133	INSTALLED NEW FAN CYCLE C	05/31/2012	1,743.16	1,743.16	06/22/2012

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6047:				9,385.16	9,385.16	
<b>6067</b>						
<b>Mountain Roll-offs, Inc.</b>						
	85208	20 YD SLUDGE NEW DROP	06/11/2012	899.90	.00	
Total 6067:				899.90	.00	
<b>6109</b>						
<b>Aero-Mod, Inc</b>						
	SO22217-1	SS BRAIDED HOSE 16 INCH	06/05/2012	103.78	.00	
Total 6109:				103.78	.00	
<b>6137</b>						
<b>Impressions of Aspen</b>						
	16114	SUPPLIES	06/18/2012	109.99	.00	
	16116	SUPPLIES	06/18/2012	244.98	.00	
	16116.1	SUPPLIES	06/18/2012	12.51	.00	
	16117	SUPPLIES	06/18/2012	20.37	.00	
Total 6137:				387.85	.00	
<b>6161</b>						
<b>Ewing Irrigation Products</b>						
	4918963	IMERY'S 50 LB PLUS CHALK	06/12/2012	296.80	.00	
Total 6161:				296.80	.00	
<b>6176</b>						
<b>Table Top Press</b>						
	16781	JUNE 15TH-SEP 15TH	06/15/2012	264.00	.00	
Total 6176:				264.00	.00	
<b>6190</b>						
<b>BioLynceus, LLC</b>						
	4164	PROBIOTIC SCRUBBER	05/29/2012	5,135.02	.00	
Total 6190:				5,135.02	.00	
<b>6225</b>						
<b>BRUBACHER DESIGN</b>						
	594	SIGNS	06/14/2012	676.00	.00	
Total 6225:				676.00	.00	
<b>6290</b>						
<b>ATKINS</b>						
	1142789	GATEWAY PROJECT ARTERIAL	06/12/2012	2,413.50	.00	
Total 6290:				2,413.50	.00	
<b>6295</b>						
<b>Labyrinth Healthcare Group</b>						
	14611	MONTHLY FEE ADVOCACY JUL	06/20/2012	276.00	276.00	06/22/2012

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6295:				276.00	276.00	
<b>6324</b>						
<b>International Code Council, Inc.</b>						
	INV0124709	09 TURBO TAB SOFT	04/20/2012	42.00	.00	
Total 6324:				42.00	.00	
<b>6346</b>						
<b>D.L. ADAMS ASSOCIATES, INC</b>						
	20114	NEW UTE THEATRE	06/12/2012	3,380.00	.00	
Total 6346:				3,380.00	.00	
<b>6350</b>						
<b>Fitness Wholesale</b>						
	1028551	FOAM YOGA BLOCKS	06/06/2012	75.05	.00	
Total 6350:				75.05	.00	
<b>6383</b>						
<b>CENTURY LINK</b>						
	1217511247	FITNESS CENTER	06/11/2012	8.16	8.16	06/22/2012
Total 6383:				8.16	8.16	
<b>6527</b>						
<b>Aqua Sierra, Inc.</b>						
	04-3646	Biological Consulting Pioneer Dite	05/30/2012	1,750.00	.00	
Total 6527:				1,750.00	.00	
<b>6537</b>						
<b>Holscher, Mayberry &amp; Company,LLC</b>						
	062112	2011 FINANCIAL STMT AUDIT	06/21/2012	2,750.00	.00	
Total 6537:				2,750.00	.00	
<b>6553</b>						
<b>CHARLIER ASSOCIATES, INC</b>						
	983	DOT-CONSULTING FEES	05/15/2012	79,399.86	.00	
	988	DOT-CONSULTING FEES	06/12/2012	44,701.16	.00	
Total 6553:				124,101.02	.00	
<b>6563</b>						
<b>OMNI CHEER</b>						
	P03053060001	UNIFORM PACKAGE	06/15/2012	1,594.10	.00	
Total 6563:				1,594.10	.00	
<b>6568</b>						
<b>MICRO PLASTICS</b>						
	91950	LETTERED SIGN	06/15/2012	73.00	.00	
Total 6568:				73.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>6606</b>						
<b>Western Slope Supplies, Inc.</b>						
	9128471	BOTTLED WATER	05/09/2012	14.20	14.20	06/22/2012
	9128472	BOTTLED WATER	05/09/2012	89.55	89.55	06/22/2012
	9128702	BOTTLED WATER	05/16/2012	7.35	7.35	06/22/2012
	9128703	BOTTLED WATER	05/16/2012	41.60	41.60	06/22/2012
	9129229	BOTTLED WATER	06/04/2012	41.60	41.60	06/22/2012
Total 6606:				194.30	194.30	
<b>6607</b>						
<b>GRUBER, SHANTI</b>						
	062212	CONCERT SERIES	06/22/2012	300.00	300.00	06/22/2012
Total 6607:				300.00	300.00	
<b>6612</b>						
<b>CEDAR NETWORKS</b>						
	147080	INTERNET CONNECTION	06/27/2012	2,260.00	.00	
Total 6612:				2,260.00	.00	
<b>6624</b>						
<b>SARAH DOMERESE</b>						
	062112	APPLIANCE REBATE PROGRA	06/21/2012	200.00	200.00	06/22/2012
Total 6624:				200.00	200.00	
<b>6625</b>						
<b>CARROL ZEHNER</b>						
	062112	APPLIANCE REBATE PROGRA	06/21/2012	100.00	100.00	06/22/2012
Total 6625:				100.00	100.00	
<b>6626</b>						
<b>ALAN WIZER</b>						
	062112	APPLIANCE REBATE PROGRA	06/21/2012	100.00	100.00	06/22/2012
Total 6626:				100.00	100.00	
<b>6627</b>						
<b>DOMINO'S PIZZA</b>						
	061412	CENTENNIAL TREE CREW LUN	06/14/2012	71.42	71.42	06/22/2012
Total 6627:				71.42	71.42	
<b>6628</b>						
<b>ADAM WHITT</b>						
	062112	APPLIANCE REBATE PROGRA	06/21/2012	100.00	100.00	06/22/2012
Total 6628:				100.00	100.00	
<b>6629</b>						
<b>COLORADO CODE CONSULTING, LLC</b>						
	4183	PLAN REVIEW	06/18/2012	1,527.28	.00	
Total 6629:				1,527.28	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>6632</b>						
<b>O COMMUNICATIONS</b>						
	1321	PUBLIC RELATIONS SERVICE	06/16/2012	4,281.25	.00	
Total 6632:				4,281.25	.00	
<b>6633</b>						
<b>SUNSENSE INC</b>						
	062612	CITY RIFLE SOLAR ARRAY USE	06/26/2012	498.75	.00	
Total 6633:				498.75	.00	
<b>6634</b>						
<b>TOOL &amp; ANCHOR SUPPLY, INC.</b>						
	0559898-IN	KIT ALTAIR	06/15/2012	197.50	.00	
Total 6634:				197.50	.00	
Grand Totals:				348,836.29	80,999.84	

Dated: \_\_\_\_\_

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

## Report Criteria:

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



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June 27, 2012

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Mayor Jay Miller  
Rifle City Council  
P. O. Box 1908  
Rifle, Colorado 81650

Re: July 2, 2012 City Council Meeting

Dear Mayor Miller and Members of the Rifle City Council:

The purpose of this letter is to briefly outline items we worked on for the July 2, 2012 Rifle City Council Meeting.

1. Ordinance No. 14, Series of 2012 (Extension of Water Plant Loan Agreement Execution). On April 18, 2012, City Council adopted Ordinance No. 11, Series of 2012, authorizing the City, through its Water Enterprise, to enter into certain loan agreements with Colorado Water Resources and Power Authority. Ordinance No. 11 authorized the Mayor, Finance Director and City Manager to execute and deliver the Loan Agreement and Government Agency Bond within sixty days of the date of final adoption. That sixty-day period expired on June 17, 2012, necessitating Council to adopt a replacement ordinance authorizing the execution of the Loan Agreement and Government Agency Bond. The enclosed Ordinance No. 14, Series of 2012 before you on second reading is substantively identical to Ordinance No. 11, Series of 2012 but allows for up to one year to complete the transaction; however, staff will close the loan as soon as possible at Council's direction.

2. Ordinance No. 15, Series of 2012 (Extension of Solar and Photovoltaic Sales and Use Tax Rebate). In 2009, the City of Rifle implemented a sales and use tax rebate program for qualified photovoltaic and solar thermal system installations. The rebate is codified at Section 4-2-50 of the Rifle Municipal Code and it expires on August 31<sup>st</sup> of this year. Council approved extending the rebates for an additional three-year period at its last meeting. Because the sunset is codified, we need to amend the Code accordingly. Ordinance No. 15, Series of 2012 would amend the sunset date for the photovoltaic and solar rebates through August 31, 2015.

We recommend approval of Ordinance No. 15, Series of 2012 on second reading.

3. Ordinance No. 16, Series of 2012 (Extension of Comcast Cable Franchise Agreement). The current version of the City's Comcast Cable Franchise Agreement was adopted

**KARP NEU HANLON, P.C.**

Mayor Jay Miller  
Rifle City Council  
Page 2

in 2002, when the Rifle City Council approved the grant of a nonexclusive Franchise Agreement to TCI of Northern New Jersey, Inc. (“TCI”). After a five-year extension approved in 2007, the Franchise Agreement is now set to expire on August 24, 2012. Comcast of Colorado/Florida, Inc. (“Comcast”), the successor in interest to TCI, has requested an extension of the Franchise Agreement without substantive amendment through the end of 2012. During this time, the City and Comcast will consider adoption of either a new Franchise Agreement or an extension of the existing Franchise Agreement subject to compliance with the Cable Communications Policy Act of 1984 (“Cable Act”) and the Rifle City Charter provisions on franchises. Since 2002, a number of new cable regulations have passed at the state and national level, and the scope of the City’s PEG programming has also changed. The revised Franchise Agreement will reference these changes. Staff supports Comcast’s request for a temporary extension, as described in Ordinance No. 16, Series of 2012 before you on first reading, and will work with the cable provider to prepare a draft Franchise Agreement that meets the City’s current and anticipated cable needs before the end of the year.

We recommend approval of Ordinance No. 16, Series of 2012 on first reading.

4. Cooperative Agreement. At your last meeting we gave you a presentation regarding the Colorado River Cooperative Agreement which we have been negotiating over the past few years and is currently being approved by the various parties. On your Consent Agenda is the approval of the Cooperative Agreement giving the Mayor authority to sign it on behalf of the City of Rifle. We are enclosing the memorandum summarizing the Agreement again for your information. Feel free to pull this item from the Consent Agenda if you have any questions.

As always, please feel free to call us prior to the meeting if you have any questions.

Very truly yours,

KARP NEU HANLON, P.C.

James S. Neu

June 28, 2012

## **Proposed Rifle Boat Ramp Concept Points**

### **Draft Lease Proposal with CDOT**

Meetings held with CDOT at the beginning of the project indicated that the lease agreement would require final design and permitting approval for all infrastructures prior to perfecting the lease. At issue in the current design of the project is the request to provide full service restroom facilities at the ramp to avoid an increased burden on CDOT rest area facilities. The construction of the facilities and maintenance would add a significant financial burden to the project. At a recent meeting in May, CDOT indicated the willingness to explore a lease that would have phasing components. CDOT would also evaluate proposals with respect to the level of restroom facilities. The property lease could be developed and allow pursuit of funding for the project.

The following list summarizes recommendations for terms or conditions to be developed into phased lease.

#### **Phase 1 – Lease property (no construction)**

- Term; long term or multiple renewals. Must meet GOCO grant requirements. (Aleks Briedis has details for GOCO term)
- The site development will be in general conformance with the existing site plan prior to construction, CDOT will have the right to review all final plans.
- Maintenance of property continued by CDOT.

#### **Phase 2 – Start of construction, temporary restroom.**

- Prior to construction, CDOT will have the right to review and approve all plans.
- Restroom facilities to include porta-potty unit on concrete pad. The site will include running water to a frost free hydrant at the restroom.
- Maintenance of new facilities by the City
- City to remove old boat ramp and block entrance to parking area

#### **Phase 3 – Final restroom construction**

- After minimum of 4 years, or as determined appropriate thereafter based on actual use, construct permanent restroom facility.
  1. Concrete vault toilet building (Typical Design, BLM, State Parks)
  2. Single stall, handicap accessible.
  3. Water continued supply from frost free hydrant

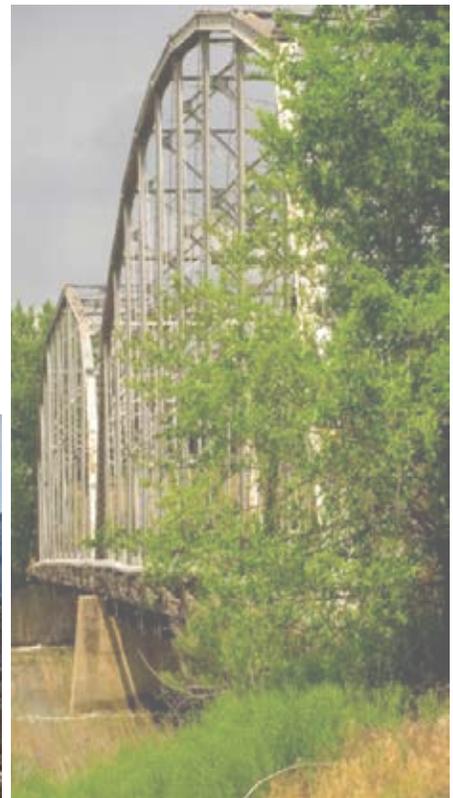
# ***CITY OF RIFLE***



## **SUMMARY REPORT**

**CITY COUNCIL AND STAFF  
RETREAT at  
GRAND RIVER HOSPITAL**

*April 6, 2012*



## **INTRODUCTION**

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On April 6, 2012 Rifle City Council members and senior staff met at the Grand River Hospital to review and refine the City's Strategic Plan, discuss relevant issues, contemplate the future, and set goals for the coming year.

The objectives for the retreat were agreed as follows:

- Review and Celebrate Accomplishments
- Review and Update Vision, Mission, and Goals
- Discuss Major Issues
- Deliberate the Future
- Set Goals for 2012-13
- Eat Well/Humor/Candor

John provided a report on the City's accomplishments for 2011 and provided highlights from the annual report previously provided to the City Council. Some of the noted accomplishments included:

- Ute Theatre
- Centennial Park
- Vibrancy in the community – getting new people involved, e.g. Brenden theater
- Public Work's effort to make the Brenden Theater happen (and the City's effort overall)
- Grant awards \$\$
- Surviving the flooding
- Making the transition in Public Works
- Privatized solid waste
- Several awards and recognition to the city
- Community survey
- Success with finances – making things work a limited budget
- Opening of the fitness center
- Paperless packets
- New banner poles

- New City Prosecutor hired
- Multiple Police Department events
- Planning of the water treatment plant

Keith acknowledged staff's efforts and gave kudos to the entire City staff. Contributing to the year's successes were:

- Logic
- Consensus
- Teamwork
- Sacrifice
- And LEADERSHIP

The group celebrated with applause and bubbles.



## ***VISION, MISSION, AND GOALS***

---

The Council reviewed and discussed the City's Vision Statement, Mission Statement, and Goals. The statements and goals were updated with some minor **modifications**, as shown below. Action steps (objectives) were added for 2012-13.

### ***City of Rifle Vision Statement***

***Rifle in 2035 is a community that:***

- *Has preserved its small town values and cohesive sense of community;*
- *Has a sustainable and growing economic base that offers ample employment, **housing**, and business opportunities;*
- *Is well-planned, environmentally responsible, and comprised of diverse neighborhoods that are safe, secure and have convenient access to services and amenities;*

- *Offers a premier and integrated system of recreational, educational, and cultural activities for all ages and income levels;*
- *Is the regional center of commerce, culture and education;*
- *Has achieved a high level of resource efficiency and sustainability*

### ***City of Rifle Mission Statement***

*Our mission is to create, influence, and sustain an environment that:*

- *embraces our sense of community;*
- *promotes economic vitality;*
- *preserves our natural assets;*
- *promotes cultural, educational, and recreational opportunities; and*
- *provides quality services,*

*for the benefit of the Rifle community.*

### ***City of Rifle Goal Statements 2012-13***

***Goal: Develop and strengthen a diverse economic base in cooperation with the Rifle Regional Economic Development Corporation.***

- Continue to work with the EDC; continue funding and ensure that this goal is a clear part of their mission
- Ensure that capacity exists
- Continue to communicate with businesses re: basic business education (forms, etc.), business retention, etc.
- Ensure alignment with City goals. City needs to understand they may have other projects and priorities
- Evaluate impacts of new regional model adopted by RREDC on Rifle specific projects and goals

***Goal: Effectively manage development, infrastructure, mobility, resources, and protect the city's natural environment.***

### **Water Treatment Plant**

- Education process required:
  - Aging plant – expensive to maintain; capacity issues; state law and changing and more stringent regulatory requirements
  - Taste tests needed
  - Community presentations and plant tours
- Concept of graduated rate increase – September
- Public education component on water conservation – partnering with the public
- Move to construction
- Education on propose sales tax

### **Continue to develop the TOD plan**

***Goal: Create recreational and cultural facilities and activities for all ages and income levels.***

- Ute Theatre
- Complete Deerfield & Centennial Parks (Strategic Plan)
- Trails
- Boat ramp
- Recreation Center Planning (RREDC & City)
- Reduced school week (work with School District)

***Goal: Promote and enhance public safety and health.***

- Hire new Police Chief
- Implement Beaver Creek watershed recommendations
- Complete Water Conservation Plan
- Study and develop a plan to address traffic congestion pinch points (Airport Road)
- Develop a plan to improve security at City Hall

**Goal: Strengthen relationships within the organization and with the community**

- Diversify membership on City Boards and Commissions
- Continue to “get the word out” using appropriate media, e.g. Utility Bills, *Post Independent*, *Citizen Telegram*, Web site, email, Channel 10, social media, apps, etc.
- Advocate on behalf of the City (word of mouth)

*Quality, speed, and cost – pick two*

**VISIONING EXERCISE**

---

The group participated in a visioning exercise. They were reminded to "build on what you have." They were asked to think about the future in the year 2035, and consider the following topics:

- The state of communications
- The global economy
- The local economy
- Transportation
- Infrastructure
- Demographics

**ISSUES/TOPICS**

---

Topics were identified for discussion by the group, as follows:

- Water rates
- Recreation Center
- Ute Theatre
- Infrastructure maintenance
- Caca Loco
- Energy Innovation Center
- HUD/DOT grant
- City Hall Security
- Communication

### **Recreation Center**

- Concern has been expressed within the business community about the possible increase in sales tax
- What about the existing one-cent sales tax dedicated to parks and recreation?

### **Ute Theatre**

- The city needs a business plan (pro forma)
- Construction estimates are being obtained
- Combine with the TOD project

### **HUD/DOT Project**

- Consider feasibility of retail commercial/residential
- Identify specific projects that are "shovel-ready"
- Consider Community Design Academy
  - Transportation
  - Mixed-use
  - Importance of downtown
- Goal is to develop 4-5 pro formas (scenarios)
- 30% design
- Integrate transit in the downtown area
- Develop architectural sketches for potential façade improvements

### **Caca Loco**

- Staff will continue to work on the issue. May ultimately end up for decision at the Council level.

### **City Hall Security**

- The door locking system is unreliable
- Emergency backup system is unreliable
- Security "mind set" needed at City Hall.
- Training is also needed

The group ended the retreat with an exercise of "Little Known Facts" about each other.

Respectfully Submitted,  
Gary Suiter  
Suiter & Associates

**CITY OF RIFLE, COLORADO**  
**ORDINANCE NO. 14**  
**SERIES OF 2012**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE LOAN AGREEMENTS AND THE ISSUANCE OF ONE OR MORE GOVERNMENTAL AGENCY BONDS BY THE CITY OF RIFLE, COLORADO, ACTING BY AND THROUGH ITS WATER ENTERPRISE, TO THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY, SUCH GOVERNMENTAL AGENCY BONDS TO BE IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$25,500,000, FOR THE PURPOSE OF FINANCING IMPROVEMENTS TO THE WATER TREATMENT SYSTEM OPERATED BY SUCH ENTERPRISE, INCLUDING CONSTRUCTION OF A NEW WATER TREATMENT FACILITY; PROVIDING FOR APPLICATION OF THE NET REVENUES OF SUCH SYSTEM TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH GOVERNMENTAL AGENCY BONDS AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH.

W I T N E S S E T H :

WHEREAS, the City of Rifle (the “City”), in the County of Garfield and State of Colorado (the “State”), is a legally and regularly created, established, organized and existing municipal corporation under the provisions of Article XX of the Constitution of the State and the home rule charter of the City (the “Charter”); and

WHEREAS, the City has acted pursuant to Colorado Constitution Article X, Section 20 (“TABOR”) and Ordinance No. 19, Series of 1994 (the “Enterprise Ordinance”) duly enacted by the City Council and codified as Article I of Chapter 13 of the Rifle City Code (the “Code”), to create a water enterprise (the “Enterprise”) to operate the municipal water system serving the inhabitants of the City; and

WHEREAS, under the Enterprise Ordinance the City Council acts as the governing body of the Enterprise; and

WHEREAS, the Enterprise presently qualifies as an “enterprise” for purposes of TABOR; and

WHEREAS, the Colorado Water Resources and Power Development Authority (“CWRPDA” or the “Authority”) has offered to make a loan to the City, acting by and through the Enterprise, in an amount not to exceed \$25,500,000 (the “Loan”) at an interest rate not to exceed 4.5%, for the purpose of financing a program of improvements to the water treatment system (the “System” or the “Water System”), including the construction of a new water treatment facility operated by the Enterprise (such improvements being referred to herein as the “Project”); and

WHEREAS, the Authority has proposed that, in conjunction with the Loan and in furtherance of the Project, the City, acting by and through the Enterprise, would issue a bond (the

“Governmental Agency Bond”) to the Authority in an amount not to exceed \$25,500,000 at an interest rate not to exceed 4.5%; and

WHEREAS, there has been filed with the City Clerk and presented to the City Council a proposed form of loan agreement between the City, acting by and through the Enterprise, and the Authority (the “Loan Agreement”), including the proposed form of bond (the “Governmental Agency Bond”) to be issued to the Authority by the City, acting by and through the Enterprise (the Loan Agreement and the Governmental Agency Bond being referred to collectively herein as the “Loan Documents”); and

WHEREAS, on April 18, 2012, the City Council finally adopted on second reading an ordinance (the “Authorizing Ordinance”) authorizing the issuance of the Governmental Agency Bond and the execution and delivery of the Loan Agreement for the purpose of financing the construction of the Project, and in connection therewith, delegated to the City Manager or the Finance Director the authority to make final determinations regarding various matters related to the issuance of such Governmental Agency Bond and the execution and delivery of the Loan Agreement for a period of sixty (60) days after the date of adoption of the Authorizing Ordinance; and

WHEREAS, the City did not issue the Governmental Agency Bond or execute and deliver the Loan Agreement prior to the expiration of such authority under the Authorizing Ordinance; and

WHEREAS, the City Council, as the governing body of the Enterprise, has determined and hereby declares that, due to the immediate need for the Project and the present historically favorable interest rates, it is in the best interests of the City and its inhabitants that the Loan be obtained from, and the Governmental Agency Bond be issued to, the Authority as soon as practicable; and

WHEREAS, the City Council, as the governing body of the Enterprise, has determined that it is necessary and advisable at this time to authorize the contracting of the Loan, the execution and delivery of the Loan Agreement, and the issuance of the Governmental Agency Bond as provided herein; and

WHEREAS, this ordinance constitutes an ordinance authorizing the issuance of bonds for purposes of Section 5.6 of the Rifle Home Rule Charter (the “Charter”);

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

Section 1. Authorization of Loan. The City hereby elects to apply the provisions of Part 2 of Article 57, Title 11, Colorado Revised Statutes (the “Supplemental Public Securities Act”) to the Loan Agreement and the Governmental Agency Bond. The Loan, in a principal amount not to exceed \$25,500,000, maturing not later than December 31, 2035 and bearing interest at a stated interest rate not to exceed 4.5% and either a maximum net effective interest rate or a true interest cost not to exceed 4.5% per annum, is hereby authorized. The Loan shall

be made subject to prepayment as provided in the Loan Agreement. The execution and delivery of the Loan Documents are hereby authorized. Before the Loan Documents are delivered to the Authority, the final details of the Loan shall be approved by the City Manager or the Finance Director. To the fullest extent permitted by the Supplemental Public Securities Act, any such approval may include such additional details pertaining to the Loan and not inconsistent herewith as may be reasonably required. In the event that the Project qualifies as a “green” project under applicable Environmental Protection Agency and CWRPDA criteria, the Loan may be evidenced by one or more Governmental Agency Bonds pursuant to one or more corresponding Loan Agreements, all of which are hereby authorized, subject in the aggregate to the parameters set forth in this Section.

Section 2. Form and Execution of Loan Documents. The Loan Documents shall be in substantially the forms presented to this meeting of the City Council, with such appropriate variations as are necessary to conform to the final Loan terms approved by the City Manager or Finance Director.

Section 3. Issuance of Governmental Agency Bond. When the Governmental Agency Bond has been duly executed as authorized by this Ordinance, and the Authority has certified in writing that the moneys to be deposited in the Project Loan Subaccount created under the Loan Agreement have been deposited, the Governmental Agency Bond shall be issued and delivered to the Authority.

Section 4. Disposition of Loan Proceeds. The Loan Proceeds shall be requisitioned by the City, acting by and through the Enterprise, in the manner provided in the Loan Agreement. The funds deposited in the Project Loan Subaccount and disbursed on such requisitions are hereby appropriated for the Project. This appropriation shall be deemed a continuing appropriation and shall be effective until such funds are expended or such purpose is accomplished.

Section 5. Payment of Principal and Interest. The Loan Agreement defines the Pledged Property to mean (a) all revenues, income, rents and receipts earned by the City from or attributable to the ownership and operation of the system, (b) the proceeds of any insurance covering business interruption loss relating to the system, and (c) interest earned on any moneys or investments which are required to be paid into any fund or account pledged to the payment of the Loan Agreement and the Governmental Agency Bond, after the payment of operations and maintenance expenses of the System. The City, acting by and through the Enterprise, pledges and covenants to apply the Pledged Property to meet the interest accruing on the Governmental Agency Bond and to pay the principal of the Governmental Agency Bond as the same respectively become due and payable, provided that the obligation of the City, acting by and through the Enterprise, is not a general obligation and does not constitute a debt, indebtedness or multiple-fiscal year financial obligation of the City within the meaning of any constitutional or statutory limitation.

Section 6. Budget and Appropriation. Sums herein provided to pay the interest on the Governmental Agency Bond and to discharge the principal thereof when due, and an amount necessary to pay all costs and expenses incidental to the issuance of said Governmental Agency

Bond, are hereby appropriated for that purpose, and said amounts for each year shall also be included in the annual budget and appropriation ordinance and bills to be adopted and passed by the City Council of the City in each year, respectively, until the Project is completed and the Governmental Agency Bond has been fully paid, satisfied, and discharged.

Section 7. Special, Limited Obligations; No Covenant To Levy Taxes. The Loan Agreement and related documents and the provisions of this Ordinance shall be special, limited obligations of the City, acting by and through the Enterprise. Nothing herein shall be construed to authorize the levying of any taxes for the payment of the principal of the Governmental Agency Bond or interest thereon, the obligations thereunder being payable solely from the Pledged Property and from no other source.

Section 8. Repealer. All orders, bylaws, ordinances and resolutions, or parts thereof, inconsistent with or in conflict with this Ordinance are hereby repealed to the extent only of such inconsistency or conflict.

Section 9. Ordinance Irrepealable; Expiration. After the Loan Agreement is executed and delivered, and the Governmental Agency Bond is issued, this Ordinance shall be and remain irrepealable until the Loan and the interest thereon shall have been fully paid, satisfied, and discharged. This Ordinance shall expire by its terms if and to the extent that the Loan Agreement is not executed and delivered or the Governmental Agency Bond is not issued within one (1) year of the final adoption hereof.

Section 10. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such determination shall not affect, impair or invalidate the remaining provisions hereof, the intention being that the various provisions hereof are severable.

Section 11. Actions Upon Passage. This Ordinance, immediately on its final passage, shall be numbered and recorded, authenticated by the signatures of the Mayor and the City Clerk, and shall be published as required by law.

Section 12. Incidental Action. The Mayor, the City Clerk, the Finance Director and the other officials of the City are hereby authorized and directed to take all such actions as may be necessary or appropriate in order to accomplish the transactions contemplated hereby.

Section 13. Effective Date. Pursuant to Section 4.4 of the Charter, this Ordinance shall take effect 10 days after publication upon final passage.

Section 14. Publication. Pursuant to Section 4.4 of the Charter, the first publication of this Ordinance shall be by reference, utilizing the ordinance title. This Ordinance shall be published in full after final passage.

INTRODUCED on June 18, 2012, read by title, passed on first reading, and ordered published by title as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado held on July 2, 2012, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF RIFLE, COLORADO

BY \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**CITY OF RIFLE, COLORADO**  
**ORDINANCE NO. 15**  
**SERIES OF 2012**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING SECTION 4-2-50 OF THE RIFLE MUNICIPAL CODE TO EXTEND SALES AND USE TAX REBATES FOR QUALIFIED PHOTOVOLTAIC AND SOLAR THERMAL SYSTEM INSTALLATIONS FOR AN ADDITIONAL THREE-YEAR PERIOD.

WHEREAS, by Ordinance No. 25, Series of 2009, the City of Rifle implemented a sales and use tax rebate program for qualified photovoltaic and solar thermal system installations codified at Section 4-2-50 of the Rifle Municipal Code; and

WHEREAS, the sales and use tax rebate is scheduled to expire on August 31, 2012, and the Rifle City Council wishes to continue to offer the rebate as part of its efforts to promote the deployment of clean, renewable energy in the community and stimulate economic development by diversifying the local economy and encouraging residents to spend their energy money locally; and

WHEREAS, the Rifle City Council finds and determines that the best interests of the City will be served by amending Section 4-2-50 of the Rifle Municipal Code to extend the sales and use tax rebate for qualified photovoltaic and solar thermal system installations through August 31, 2015.

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

Section 1. The aforementioned recitals are hereby fully incorporated herein.

Section 2. Section 4-2-50 of the Rifle Municipal Code, "Photovoltaic and Solar Thermal Systems," is hereby amended to read as follows, with additions shown in bold, double underlined text and deletions in strike-through text.

**4-2-50. Photovoltaic and Solar Thermal Systems.**

The City shall rebate to the taxpayer a portion of sales and use taxes paid under this Chapter for Photovoltaic and Thermal Systems professionally installed on or after September 1, 2009. The sales and use tax rebate shall apply to purchases of Photovoltaic System Components and Solar Thermal System Components as defined in Section 4-3-20 only. To be eligible, the purchaser must comply with all rules and regulations for the program promulgated by the City and available for inspection at City Hall. This program shall not be deemed a change in taxing policy and shall terminate on August 31, 2012 2015.

INTRODUCED on June 18, 2012, read by title, passed on first reading, and ordered published by title as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado held on July 2, 2012, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF RIFLE, COLORADO

BY \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**CITY OF RIFLE, COLORADO  
ORDINANCE NO. 16  
SERIES OF 2012**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING THE  
CABLE TELEVISION FRANCHISE AGREEMENT BETWEEN THE CITY OF  
RIFLE, COLORADO AND COMCAST OF COLORADO/FLORIDA, INC. TO  
EXTEND THE TERM OF THE FRANCHISE THROUGH DECEMBER 31,  
2012.

WHEREAS, in 2002, the Rifle City Council approved the grant of a nonexclusive Franchise Agreement to TCI of Northern New Jersey, Inc. (“TCI”) effective June 19, 2002, for its construction and operation of a cable television system within the City; and

WHEREAS, Comcast of Colorado/Florida, Inc. (“Comcast”) is the successor in interest to TCI; and

WHEREAS, Comcast has preserved its right of renewal by timely filing a request with the City to activate the formal process for renewing the franchise pursuant to the provisions of the Cable Communications Policy Act of 1984 (“Cable Act”); and

WHEREAS, the Franchise Agreement was set to expire on August 24, 2007, and was, upon completion of the cable system upgrade, extended for five years pursuant to Section 3.3 of the Franchise Agreement; and

WHEREAS, City staff and Comcast representatives have discussed the renewal of the franchise and, both parties have agreed that their respective interests will be served by a formal extension of the existing Franchise Agreement to a date certain; and

WHEREAS, the City Council is therefore agreeable to extending the existing term of the Franchise Agreement until December 31, 2012.

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

Section 1. The aforementioned recitals are hereby fully incorporated herein.

Section 2. The Rifle City Council hereby approves an Amendment to the Franchise Agreement to extend the Agreement through December 31, 2012 and authorizes the Mayor to execute the Amendment on behalf of the City.

Section 3. Neither party waives any right which it enjoys under law as a result of agreeing to this franchise extension, and Comcast shall not be required to file any additional request or document in order to preserve its right of renewal under Section 626 of the Cable Act.

INTRODUCED on July 2, 2012, read by title, passed on first reading, and ordered published by title as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado held on July 18, 2012, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this \_\_\_ day of \_\_\_\_\_, 2012.

CITY OF RIFLE, COLORADO

BY \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**AMENDMENT TO THE CABLE TELEVISION FRANCHISE BETWEEN  
THE CITY OF RIFLE AND COMCAST OF COLORADO/FLORIDA, INC.**

This Amendment to Cable Television Franchise Agreement is made and entered into as of the effective date of City of Rifle, Colorado Ordinance No. 16, Series of 2012 and amends the Cable Television Franchise Agreement (“Franchise Agreement”) by and between the CITY OF RIFLE, COLORADO, (“CITY”) and COMCAST OF COLORADO/FLORIDA, INC. (“COMCAST”).

WHEREAS, in 2002, the Rifle City Council approved the grant of a nonexclusive Franchise Agreement to TCI of Northern New Jersey, Inc. (“TCI”) effective June 19, 2002 for its construction and operation of a cable television system within the City; and

WHEREAS, Comcast of Colorado/Florida, Inc. (“Comcast”) is the successor in interest to TCI; and

WHEREAS, the Franchise Agreement was set to expire on June 18, 2007, and was, upon completion of the cable system upgrade, extended for five years pursuant to Section 3.3 of the Franchise Agreement; and

WHEREAS, Comcast has preserved its right of renewal by timely filing a request with the City to activate the formal process for renewing the Franchise pursuant to the provisions of the Cable Communications Policy Act of 1984 (“Cable Act”); and

WHEREAS, City staff and Comcast representatives have discussed the renewal of the franchise and, both parties have agreed that their respective interests will be served by a formal extension of the existing Franchise Agreement to a date certain; and

WHEREAS, the City Council is therefore agreeable to extending the existing term of the Franchise Agreement until December 31, 2012.

NOW, THEREFORE, the present Franchise Agreement is hereby amended by the following:

1. The Mayor of the City of Rifle is hereby authorized to enter into, on behalf of the City, this Amendment to the Franchise Agreement with Comcast to extend the term of the Franchise Agreement until December 31, 2012.
2. Except as specifically modified hereby, the Franchise Agreement shall remain in full force and effect.

3. Neither party waives any right which it enjoys under law as a result of agreeing to this franchise extension, and Comcast shall not be required to file any additional request or document in order to preserve its right of renewal under Section 626 of the Cable Act.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

CITY OF RIFLE, COLORADO

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

COMCAST OF COLORADO/FLORIDA, INC.

By: \_\_\_\_\_

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

**RIFLE HEIGHTS LAND COMPANY LLC**  
**John A. Elmore II**  
**P O Box 381**  
**Wrightsville Beach NC 28480**

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To: Matt Sturgeon (via email)

Re: WhiteRiver Avenue Improvement Fee

Dear Matt,

As per our earlier conversations, I would like to formally request that the City Council consider the following changes to the Whiteriver Avenue fee, which is part of the Rifle Heights SIA agreement:

1. We would request that the fee be broken into two parts, with 50% of it getting paid with the closing of lots in Filing 1 and the remaining 50% getting paid prior to the initiation of construction with Filing 2. The 50 % paid with Filing 1 would be paid in \$5,000 increments, with the closing of lots until the 50% is paid.
2. We would also request that Council waive any late fees and penalties now due, as we are all trying to weather these extraordinarily severe economic times. We are doing everything possible to try to get new home construction going again so that our friends and neighbors can go back to work.

I appreciate very much the Town's consideration of this request.

Sincerely,

John A. Elmore II

Copy to Ron Atkinson; Aaron Atkinson (via email)

Sander N. Karp  
James S. Neu  
Karl J. Hanlon  
Michael J. Sawyer  
James F. Fosnaught  
Greg S. Russi,  
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James S. Neu  
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October 7, 2011

John A. Elmore, II  
Rifle Heights Land Company, LLC  
P.O. Box 1301  
Rifle, Colorado 81650

**CERTIFIED MAIL RETURN RECEIPT REQUESTED**

Re: Notice and Affidavit of Default for Rifle Heights Subdivision, City of Rifle, Colorado

Dear Mr. Elmore:

We represent the City of Rifle, Colorado. It is my understanding that you recently contacted Assistant City Manager Matt Sturgeon to discuss the outstanding Whiteriver Avenue Costs owed to the City for Rifle Heights Subdivision and indicated that Rifle Heights Land Company, LLC ("RHLC") would be unable to fulfill that obligation to the City. **To summarize, Paragraph 4 of the Site Specific Development Plan and Subdivision Improvements Agreement for Right Heights Subdivision Phase 1 (the "Phase 1 SIA") required RHLC to remit to the City \$159,101.70 for the construction of a portion of Whiteriver Avenue fronting the Property to City standards ("Whiteriver Avenue Costs") within eighteen (18) months of the recording of the Phase 1 Final Plat, i.e., no later than August 21, 2009. After RHLC failed to pay the Whiteriver Avenue Costs by this deadline, the City granted two extensions, the most recent of which expired on August 21, 2011. We understand payment will not be forthcoming, so the City has no choice but to declare RHLC in breach of the Phase 1 SIA and pursue appropriate remedies.**

As set forth in Paragraph 20 of the Phase 1 SIA, you have ten (10) days to cure the default by paying the Whiteriver Avenue Costs to the City in full. Failure to do so shall result in the recording of the enclosed Affidavit of Default and the actions contained therein.

If you have any question, please feel free to contact me.

Very truly yours,

KARP NEU HANLON, P.C.

  
James S. Neu

Enclosures

cc: Matt Sturgeon (w/enc.)  
Barbara Clifton, Esq. (w/enc.)



sale restriction applies to Lots 1-12, 14-23, 25-37, 39, 41-43, 86 and 93. Similarly, no building permit or certificate of occupancy shall be issued for a lot or parcel owned by RHLC within Phase 1 of the Property without the release of this Affidavit as to that lot. The release shall be in the form of an affidavit signed by the City Manager or his designee and approved by the City Council stating that the default has been satisfied as to that lot. This Affidavit shall in no way affect the sale or development of lots in Phase 1 of the Property not owned by RHLC at the time of recording of this Affidavit.

B) No further development of future phases of the Property shall be considered by the City until the Whiteriver Avenue Costs default has been cured, as evidenced by the recording of an affidavit approved by the City Council and signed by the City Manager.

C) Nothing herein purports to convey any approvals for the creation of individual lots in future phases of development on the Property, which creation requires a final plat and a subdivision improvements agreement approved and signed by the City and recorded with the Garfield County Clerk and Recorder.

D) Nothing contained herein shall limit or restrict the City from pursuing any and all remedies available to it against RHLC.

AND FURTHER AFFIANT SAYETH NAUGHT.

CITY OF RIFLE, COLORADO

\_\_\_\_\_  
John Hier, City Manager

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF GARFIELD    )

Acknowledged, subscribed and sworn to before me this \_\_\_ day of October, 2011, by John Hier, City Manager, City of Rifle, Colorado.

WITNESS my hand and official seal.  
My Commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

# Manager's Report

June 27, 2012

## Water Issues

Our staff have been extremely busy these past several weeks. We have been coordinating water informational meetings, reviewing water rate scenarios, and looking for additional funds for the new plant. Additionally, we have made the decision to enact water restrictions effective July 2<sup>nd</sup>. The restrictions require watering on odd even basis with no watering permitted during the day-time hours of 9:00 a.m. and 6:00 p.m. The information regarding watering restrictions is being placed with local newspapers, radio stations, and on our local cable channel 10. Also, there will be a flyer in the next billing statement.

## Fire Issues

Fire dangers are threatening the entire state, and to that end, we have closed all open fire pits at Rifle Mountain Park. Only camp stoves are permitted. Finally, the planned fireworks display has been cancelled. However, the "Symphony in the Valley" concert is still "on" for the 3<sup>rd</sup> of July

## CacaLoco

The City Operations and Maintenance crews are now managing the CacaLoco compost pile. They will continue to turn the piles until all remaining piles are fully composted. The materials will then be sold and the site cleaned in accordance with Colorado Department of Public Health and Environment (CDPHE).

## Police Chief Recruitment

As Council is aware, seven finalists have been identified. The finalists will tour the City on Friday, June 29<sup>th</sup> and attend a community reception. Interviews with the City Council will start on Saturday, June 30<sup>th</sup>.

## Street Sweeper

The City's new street sweeper has arrived and is in use. It is a type of sweeper that uses very little water and creates virtually no dust. I hope Council members will have an opportunity to view it in operation.



## Pedestrian Crossing at City Hall

The new "safety island" at Railroad Avenue and 2<sup>nd</sup> Street is nearly complete. The pedestrian "safety" island will improve pedestrian access to 2<sup>nd</sup> Street. Striping remains to be completed.



Municipal Court

Kim Wisdom has recently been taking leave to care for her ailing father. We have increased the Deputy Court Clerk Christi Gray's hours to assist the Court during this time. We wish the best to Kim and her family.

All City crews are working hard during this past several days of extreme heat. To that end, we are meeting with key staff next week to discuss emergency plans for fire dangers.

As always, please call me with your questions.

Thanks,

John Hier

# City of Rifle

## Utility Department News

### Water

- Watering restrictions were issued through a press release and with an insert in each water bill. Addresses with even numbers are allowed to irrigate on even numbered days while addresses with odd numbers are to irrigate on odd numbered days. No watering is permitted during the period of 9 am to 6 pm. Several areas in the City were experiencing a reduction in pressure as the treatment plants were not able to keep up with demand. A message board will be placed near Railroad Avenue reminding citizens of the July 2nd start date.
- Staff and the architects for the new water treatment plant met to discuss finishes and materials of construction for the administration and process areas. Also discussed were laboratory equipment, furniture and general security requirements. A previous meeting with the IT Department and our electrical and instrumentation consultants determined communication requirements.
- Utility Department held a strategic planning meeting to discuss mission and vision statements, and 2013 and long term goals. The minutes are attached for your review.
- The Source Water Protection Plan for the Colorado River and Beaver Creek Watersheds is nearing completion by the Colorado Rural Water Association. Five public water supply organizations, including Rifle, have met together over the past year in preparation of the Plan.
- A list of 317 specification sections was developed for preparation of contract documents for the Rifle Regional Water Purification Facility by our consultant. Several sections are presently being prepared.

### Wastewater/Collection & Distribution

- Influent flow to the Wastewater Treatment Plant has been decreasing. After the plant was placed in service in 2010, the average daily flow was 0.99 million gallons per day. In 2011, the flow was 0.96 mgd. This year, to date, the flow is slightly less than 2011.
- The Siemens Cannibal Process was recently evaluated by SGM. It concluded that the process reduced the sludge produced by about 67 percent. Since sludge is no longer disposed of at Cacaloco but instead wasted at the landfill, the Cannibal process needs to be continued and optimized to reduce energy and tipping costs. Staff is considering operational parameters and procedures to improve the process.

July 2, 2012

City of Rifle  
Utility Department

## STRATEGIC PLANNING

### Summary

The objectives of the strategic planning meeting were to discuss:

- **Mission Statement**
- **Vision Statement**
- **2013 Goals**
  - **Projects/Capital Improvements**
  - **Staffing**
  - **Budget**
  - **Uniforms**
  - **Resource Sharing**
  - **Meters**
  - **Billing**
  - **Dealing with the Public**
  - **Communications**

The mission statement for the utility department was reviewed and the revised statement shown in red is recommended. The original statement was adopted by Council Resolution 29 of 2006.

**“We are committed to maintain the City of Rifle’s water and wastewater treatment facilities and infrastructure reliably and efficiently to protect and enhance community health.”**

To operate and maintain the City of Rifle’s water and wastewater treatment plants at the highest standards; to provide high quality, reliable and efficient water and wastewater services that meets public needs by sustaining and improving public support through education and involvement, now and in the future.

The vision statement was also reviewed and it was decided to leave it as is (shown below) until the new treatment plant is complete.

**“To provide drinking water, a life sustaining resource, and wastewater treatment, an essential component of environmental health, for the well-being and economic vitality of the Rifle area and the communities downstream in the Colorado River Basin.”**

Projects/Capital Improvements for 2013 were discussed and it was decided the following projects would be primary and would again be revisited at budget time:

- **Water Treatment Facility**
- **NOV/CVO dismissed by CDPHE**

- **Uni-directional Flushing Program**
- **Remove sludge from SWWTP (if not done in 2012)**
- **Design redundant transmission main across Colorado River**
- **Implement energy process audit recommendations**
- **Enclose sludge discharge carport**
- **Septage Receiving Station and discharge to digester**
- **Valves on discharge of 3 mg**
- **Sealing manholes at digesters/interchange tanks**

**Staffing** was discussed with the new utility technician assigned to C&D to implement the flushing program this year. Additional personnel would be needed next year to assist in keeping BCWTP and GNWTP operational. Once the new plant is on-line, an instrumentation/electrical technician would be needed who could also help in traffic light maintenance and wastewater i&e work.

**Budget** information will be obtained based on the above projects and staffing and submitted at a later date.

**Uniforms** were discussed and it was agreed that they should be worn by all employees at all times when on the job. This included shirts, hats, steel toed shoes, gloves and hard hats when on construction sites.

**Solar power** for facilities was discussed. The new plant will not include solar power but the roof is designed for solar panels. They could also be installed on the hillside behind the facility. New pump stations and reservoirs should allow for or include solar power.

**Waste disposal** at the wastewater facility includes sludge/grease (to landfill), and recycles/trash (to MRI). At new water plant sludge (landfill), concentrate (to river), sewage (to system) and trash/recycles (to MRI) will be handled. To assist the wastewater facility, one of the two backhoes will be transferred to the wastewater plant from the water department.

**Security/safety** at the wastewater and new water facilities was discussed. Similar type entrance gates will be used, with swipe card for entrance and doors. Training is needed on websites and or videos.

**Meters** are to be placed in pits outside residences as needed and on water main projects. It was felt that a automatic reading station(s) was needed in the not to distance future. Dave is to discuss with Marsha as to the locations for the stations while Dick is to obtain cost.

**Billing** was discussed and it was felt the invoice for water/sewer needed to be modified to alert customers to unusual circumstances such as a large reading with a comment to check for leaks within the home. Informational billing stuffers are to be continued as all thought they were of benefit. Wastewater employees are to notify Lynn Miller when Marsha is not at work so if she needs a water meter reading, she can get C&D to perform the operation. It

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was suggested that registered certified letters be sent for shutoffs so that employees are not tied up in delivering notices which sometimes requires a day of time. Dick will discuss with Lynn and Charles.

Dealing with the public was felt to be very important and training classes/courses would be of benefit to staff. The email sent by Lisa was distributed and the webcast will be viewed by staff on dealing with the media. Taste/odor/colored water complaints are being logged by staff at the water plant. Spills/overflows/breaks/repairs are logged and reported to the state by C&D.

Communication with council is important and the department news included in the packet is to be continued at a minimum of once per month but more often if the news is important. An advisory board need was discussed as well as the lack of interest in continuing with the previous board. The board should have real power in deciding if certain projects should be approved and sent to Council and it was generally felt that at this time a board was not needed as the major project, water treatment plant, had already been approved by Council. Workshop time should also be scheduled from time to time to inform Council of construction activities or important topics. The annual report on quality of water (CCR) should be modified next year to incorporate new messages to the public concerning the new facility. Meeting with staff were felt important and it was decided to reinstate them on a monthly basis and to include safety or operational videos. One of the first should be a presentation of the proposed water treatment facility. Management meetings were not considered to be necessary on a weekly basis but should be incorporated by meeting in advance of the staff monthly meeting. Information on volumes of water produced per month should be prepared not only by water but for wastewater (volume of sewage treated) also. Robert will share the software and data input with Dave. Carte-graph was discussed and it was felt to be too cumbersome and not operator friendly. No one in the water or wastewater divisions uses this software any longer and we should not be paying for support services. This could be eliminated from the budget.