



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

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

**REGULAR MEETING
March 6, 2013**

**WORKSHOP 6:00 P.M.
COUNCIL CHAMBERS**

- 6:00 P.M. Discussion with Colorado Department of Transportation (Rick Barth)
- 6:30 P.M. Discuss refinancing 2003 sales tax bonds (Charles Kelty)

**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 February 20, 2013 Regular Meeting
 B. Approve 139 Railroad Avenue Lease – Ordinance No. 2, Series of
 2013 – 2nd Reading
 C. 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. Proclamation - Arbor Day – April 26 (Tom Whitmore)

- 7:25 p.m. 6. Receive update from Livewell Garfield County (Sara Brainard & Christine Singleton)
- 7:40 p.m. 7. Public Hearing – Consider Walters Enterprises LLC d/b/a Jays liquor license application (Kristy Christensen)
- 7:50 p.m. 8. Consider approving Map Amendment 2013-1 McLeans Orchards Lots 4 & 5 – Ordinance No. 3, Series of 2013 – 2nd Reading (Mark Sills)
- 8:00 p.m. 9. Consider enacting temporary ban on retail recreational marijuana businesses – Ordinance No. 4, Series of 2013 – 1st reading (Jim Neu)
- 8:10 p.m. 10. Consider amending Rifle Municipal Code to reconcile with Amendment 64 – Ordinance No. 5, Series of 2013 (Jim Neu)
- 8:20 p.m. 11. Consider awarding contract for biosolids action plan (Dick Deussen)
- 8:30 p.m. 12. Consider awarding contract for sewer cleaning and televising (Dick Deussen)
- 8:40 p.m. 13. Consider awarding contract for water treatment plant membranes (Dick Deussen)
- 8:50 p.m. 14. Consider purchase of wetlands credits (Dick Deussen)
- 9:00 p.m. 15. Discuss appointment of City Manager (Mayor Miller)
- 9:10 p.m. 16. Administrative Reports
 - A. City Manager Verbal Report
 - B. Other Reports
- 9:20 p.m. 17. Comments from Mayor and Council
- 9:30 p.m. 18. Executive Session - For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under CRS 24-6-402(4)(e); and for 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)

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: March 20, 2013 at 7:00 p.m.





MEMORANDUM

To: John Hier, City Manager
From: Charles Kelty, Finance Director
Date: February 28, 2013
Subject: 2003 Street Improvement Bond Refinancing

During the City Council Workshop scheduled for Wednesday, March 6, 2013, I would like to discuss the possible re-financing of the 2003 Street Improvement Sales Tax Bonds. Attached is some information regarding the possible bond re-finance; Christen Villalobos of RBC Capital Markets will attend the Workshop to discuss this proposal and respond to any questions Council may have.



TABLE OF CONTENTS

City of Rifle
Refunding Sales and Use Tax Revenue Bonds, Series 2013
(Advance Refunding Callable 2003 Bonds)
Assumes A-Category Underlying Rating | Bank Qualification
Non-Callable Bonds | Escrow = SLGS | 2/27/13 Rates

Report	Page
Sources and Uses of Funds	1
Cost of Issuance	2
Underwriter's Discount	3
Savings	4
Summary of Refunding Results	5
Bond Pricing	6
Bond Debt Service	7
Net Debt Service	8
Unrefunded Bond Debt Service	9
Bond Summary Statistics	10
Summary of Bonds Refunded	11
Escrow Requirements	12
Escrow Descriptions	13
Escrow Statistics	14

SOURCES AND USES OF FUNDS

City of Rifle
Refunding Sales and Use Tax Revenue Bonds, Series 2013
(Advance Refunding Callable 2003 Bonds)
Assumes A-Category Underlying Rating | Bank Qualification
Non-Callable Bonds | Escrow = SLGS | 2/27/13 Rates

Dated Date	05/15/2013
Delivery Date	05/15/2013

Sources:

Bond Proceeds:	
Par Amount	1,550,000.00
Premium	<u>52,342.70</u>
	1,602,342.70
Other Sources of Funds:	
2003 DSRF	380,951.00
	<u>1,983,293.70</u>

Uses:

Refunding Escrow Deposits:	
Cash Deposit	0.81
SLGS Purchases	<u>1,754,724.00</u>
	1,754,724.81
Other Fund Deposits:	
Debt Service Reserve Fund	160,234.27
Delivery Date Expenses:	
Cost of Issuance	49,734.62
Underwriter's Discount	<u>18,600.00</u>
	68,334.62
	<u>1,983,293.70</u>

COST OF ISSUANCE

City of Rifle
Refunding Sales and Use Tax Revenue Bonds, Series 2013
(Advance Refunding Callable 2003 Bonds)
Assumes A-Category Underlying Rating | Bank Qualification
Non-Callable Bonds | Escrow = SLGS | 2/27/13 Rates

Cost of Issuance	\$/1000	Amount
Rounding	1.31266	2,034.62
Bond Counsel - Kutak	22.58065	35,000.00
Rating Fee - S&P	5.80645	9,000.00
Escrow Agent Fee - UMB	0.25806	400.00
Paying Agent Fee - UMB	0.51613	800.00
Escrow Verification - CDM	0.96774	1,500.00
Printing - MF	0.64516	1,000.00
	<hr/> <hr/> 32.08685	<hr/> <hr/> 49,734.62

UNDERWRITER'S DISCOUNT

City of Rifle
Refunding Sales and Use Tax Revenue Bonds, Series 2013
(Advance Refunding Callable 2003 Bonds)
Assumes A-Category Underlying Rating | Bank Qualification
Non-Callable Bonds | Escrow = SLGS | 2/27/13 Rates

Underwriter's Discount	\$/1000	Amount
Average Takedown	5.00	7,750.00
Management Fee	5.70	8,835.00
Expenses	1.30	2,015.00
	12.00	18,600.00

SAVINGS

City of Rifle
 Refunding Sales and Use Tax Revenue Bonds, Series 2013
 (Advance Refunding Callable 2003 Bonds)
 Assumes A-Category Underlying Rating | Bank Qualification
 Non-Callable Bonds | Escrow = SLGS | 2/27/13 Rates

Date	Prior Debt Service	Refunding Debt Service	Unrefunded Debt Service	Refunding Net Cash Flow	Present Value to 05/15/2013 Savings@ 1.0347181%	
12/01/2013	377,201.26	16,877.78	311,250.00	328,127.78	49,073.48	48,968.16
12/01/2014	380,951.26	331,000.00		331,000.00	49,951.26	49,250.36
12/01/2015	379,296.26	330,000.00		330,000.00	49,296.26	48,092.41
12/01/2016	376,946.26	323,900.00		323,900.00	53,046.26	51,198.34
12/01/2017	378,965.00	327,800.00		327,800.00	51,165.00	48,860.62
12/01/2018	379,965.00	331,500.00		331,500.00	48,465.00	45,790.29
	2,273,325.04	1,661,077.78	311,250.00	1,972,327.78	300,997.26	292,160.18

Savings Summary

PV of savings from cash flow	292,160.18
Less: Prior funds on hand	-380,951.00
Plus: Refunding funds on hand	160,234.27
Net PV Savings	71,443.45

SUMMARY OF REFUNDING RESULTS

City of Rifle
Refunding Sales and Use Tax Revenue Bonds, Series 2013
(Advance Refunding Callable 2003 Bonds)
Assumes A-Category Underlying Rating | Bank Qualification
Non-Callable Bonds | Escrow = SLGS | 2/27/13 Rates

Dated Date	05/15/2013
Delivery Date	05/15/2013
Arbitrage yield	1.034718%
Escrow yield	0.130628%
Bond Par Amount	1,550,000.00
True Interest Cost	1.372856%
Net Interest Cost	1.392449%
All-In TIC	2.303352%
Average Coupon	2.000000%
Average Life	3.583
Par amount of refunded bonds	1,690,000.00
Average coupon of refunded bonds	3.957909%
Average life of refunded bonds	3.618
PV of prior debt to 05/15/2013 @ 1.034718%	1,894,502.88
Net PV Savings	71,443.45
Percentage savings of refunded bonds	4.227423%
Percentage savings of refunding bonds	4.609255%

BOND PRICING

City of Rifle
 Refunding Sales and Use Tax Revenue Bonds, Series 2013
 (Advance Refunding Callable 2003 Bonds)
 Assumes A-Category Underlying Rating | Bank Qualification
 Non-Callable Bonds | Escrow = SLGS | 2/27/13 Rates

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Premium (-Discount)
Serial Bond:						
	12/01/2014	300,000	2.000%	0.500%	102.304	6,912.00
	12/01/2015	305,000	2.000%	0.700%	103.272	9,979.60
	12/01/2016	305,000	2.000%	0.900%	103.828	11,675.40
	12/01/2017	315,000	2.000%	1.100%	103.978	12,530.70
	12/01/2018	325,000	2.000%	1.350%	103.460	11,245.00
		1,550,000				52,342.70

Dated Date	05/15/2013	
Delivery Date	05/15/2013	
First Coupon	12/01/2013	
Par Amount	1,550,000.00	
Premium	52,342.70	
Production	1,602,342.70	103.376948%
Underwriter's Discount	-18,600.00	-1.200000%
Purchase Price	1,583,742.70	
Accrued Interest		
Net Proceeds	1,583,742.70	

BOND DEBT SERVICE

City of Rifle
Refunding Sales and Use Tax Revenue Bonds, Series 2013
(Advance Refunding Callable 2003 Bonds)
Assumes A-Category Underlying Rating | Bank Qualification
Non-Callable Bonds | Escrow = SLGS | 2/27/13 Rates

Period Ending	Principal	Coupon	Interest	Debt Service
12/01/2013			16,877.78	16,877.78
12/01/2014	300,000	2.000%	31,000.00	331,000.00
12/01/2015	305,000	2.000%	25,000.00	330,000.00
12/01/2016	305,000	2.000%	18,900.00	323,900.00
12/01/2017	315,000	2.000%	12,800.00	327,800.00
12/01/2018	325,000	2.000%	6,500.00	331,500.00
	1,550,000		111,077.78	1,661,077.78

NET DEBT SERVICE

City of Rifle
Refunding Sales and Use Tax Revenue Bonds, Series 2013
(Advance Refunding Callable 2003 Bonds)
Assumes A-Category Underlying Rating | Bank Qualification
Non-Callable Bonds | Escrow = SLGS | 2/27/13 Rates

Period Ending	Principal	Interest	Total Debt Service	Debt Service Reserve Fund	Net Debt Service
12/01/2013		16,877.78	16,877.78		16,877.78
12/01/2014	300,000	31,000.00	331,000.00		331,000.00
12/01/2015	305,000	25,000.00	330,000.00		330,000.00
12/01/2016	305,000	18,900.00	323,900.00		323,900.00
12/01/2017	315,000	12,800.00	327,800.00		327,800.00
12/01/2018	325,000	6,500.00	331,500.00	160,234.27	171,265.73
	1,550,000	111,077.78	1,661,077.78	160,234.27	1,500,843.51

UNREFUNDED BOND DEBT SERVICE

City of Rifle
Refunding Sales and Use Tax Revenue Bonds, Series 2013
(Advance Refunding Callable 2003 Bonds)
Assumes A-Category Underlying Rating | Bank Qualification
Non-Callable Bonds | Escrow = SLGS | 2/27/13 Rates

Period Ending	Principal	Coupon	Interest	Debt Service
12/01/2013	300,000	3.750%	11,250	311,250
	300,000		11,250	311,250

BOND SUMMARY STATISTICS

City of Rifle
 Refunding Sales and Use Tax Revenue Bonds, Series 2013
 (Advance Refunding Callable 2003 Bonds)
 Assumes A-Category Underlying Rating | Bank Qualification
 Non-Callable Bonds | Escrow = SLGS | 2/27/13 Rates

Dated Date	05/15/2013
Delivery Date	05/15/2013
Last Maturity	12/01/2018
Arbitrage Yield	1.034718%
True Interest Cost (TIC)	1.372856%
Net Interest Cost (NIC)	1.392449%
All-In TIC	2.303352%
Average Coupon	2.000000%
Average Life (years)	3.583
Duration of Issue (years)	3.470
Par Amount	1,550,000.00
Bond Proceeds	1,602,342.70
Total Interest	111,077.78
Net Interest	77,335.08
Total Debt Service	1,661,077.78
Maximum Annual Debt Service	331,500.00
Average Annual Debt Service	299,593.19

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Serial Bond	1,550,000.00	103.377	2.000%	3.583	545.25
	1,550,000.00			3.583	545.25

	TIC	All-In TIC	Arbitrage Yield
Par Value	1,550,000.00	1,550,000.00	1,550,000.00
+ Accrued Interest			
+ Premium (Discount)	52,342.70	52,342.70	52,342.70
- Underwriter's Discount	-18,600.00	-18,600.00	
- Cost of Issuance Expense		-49,734.62	
- Other Amounts			
Target Value	1,583,742.70	1,534,008.08	1,602,342.70
Target Date	05/15/2013	05/15/2013	05/15/2013
Yield	1.372856%	2.303352%	1.034718%

SUMMARY OF BONDS REFUNDED

City of Rifle
Refunding Sales and Use Tax Revenue Bonds, Series 2013
(Advance Refunding Callable 2003 Bonds)
Assumes A-Category Underlying Rating | Bank Qualification
Non-Callable Bonds | Escrow = SLGS | 2/27/13 Rates

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Sales and Use Tax Revenue Bonds, Series 2003, 2003:					
SERIAL	12/01/2014	3.700%	315,000.00	12/01/2013	100.000
	12/01/2015	3.800%	325,000.00	12/01/2013	100.000
	12/01/2016	3.875%	335,000.00	12/01/2013	100.000
	12/01/2017	4.000%	350,000.00	12/01/2013	100.000
	12/01/2018	4.100%	365,000.00	12/01/2013	100.000
			1,690,000.00		

ESCROW REQUIREMENTS

City of Rifle
Refunding Sales and Use Tax Revenue Bonds, Series 2013
(Advance Refunding Callable 2003 Bonds)
Assumes A-Category Underlying Rating | Bank Qualification
Non-Callable Bonds | Escrow = SLGS | 2/27/13 Rates

Period Ending	Interest	Principal Redeemed	Total
06/01/2013	32,975.63		32,975.63
12/01/2013	32,975.63	1,690,000.00	1,722,975.63
	65,951.26	1,690,000.00	1,755,951.26

ESCROW DESCRIPTIONS

City of Rifle
Refunding Sales and Use Tax Revenue Bonds, Series 2013
(Advance Refunding Callable 2003 Bonds)
Assumes A-Category Underlying Rating | Bank Qualification
Non-Callable Bonds | Escrow = SLGS | 2/27/13 Rates

Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate	Max Rate
May 15, 2013:						
SLGS	Certificate	06/01/2013	06/01/2013	32,975		
SLGS	Certificate	12/01/2013	12/01/2013	1,721,749	0.130%	0.130%
				1,754,724		

SLGS Summary

SLGS Rates File	27FEB13
Total Certificates of Indebtedness	1,754,724.00

ESCROW STATISTICS

City of Rifle
 Refunding Sales and Use Tax Revenue Bonds, Series 2013
 (Advance Refunding Callable 2003 Bonds)
 Assumes A-Category Underlying Rating | Bank Qualification
 Non-Callable Bonds | Escrow = SLGS | 2/27/13 Rates

	Total Escrow Cost	Modified Duration (years)	PV of 1 bp change	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
Global Proceeds Escrow:	1,754,724.81	0.535	93.82	0.130628%	0.130628%	1,746,281.99	8,442.82	
	1,754,724.81		93.82			1,746,281.99	8,442.82	0.00

Delivery date	05/15/2013
Arbitrage yield	1.034718%

City of Rifle

Sales and Use Tax Refunding Analysis and Overview of RBC Capital Markets

February 27, 2013



Christen Villalobos, Associate
1200 17th Street, Suite 2150
Denver, CO 80202

Telephone: (303) 595-1202
Email: christen.villalobos@rbccm.com



RBC Capital Markets®

Summary of Refunding Callable Series 2003 Bonds

- Proposed refunding assumes advance refunding all callable 2003 bonds at today's market rates
- Generates \$71,443.45 in net present value savings (4.23%)
 - All-in TIC on refunding bonds is 2.30% -- 1.66% lower than interest rate on 2003 callable bonds
- Structured to provide level savings annually
 - \$50,166 average annual gross savings
 - Savings can be front or back loaded
- Conservative assumption for the escrow
- Cash funded reserve fund
- Analysis assumes underlying rating in the A-category
 - Additional analysis will be performed to determine if bond insurance provides economic value

Refunding Results	
Dated / Delivery Date	5/15/13
Maturities Refunded	Serial Bonds 2014-2018
Par Amount of Refunding Bonds	\$1,550,000
Par Amount of Refunded Bonds	\$1,690,000
Gross Savings	\$300,997
Average Annual Gross Savings	\$50,166
\$ Net NPV Savings	\$71,443
% NPV Savings	4.23%
All-in TIC	2.32%
Negative Arbitrage	\$8,443
Escrow Assumptions	SLGS

Assumes market rates as of February 27, 2013

Treasuries have Plummeted

Treasury yields have fallen to lowest levels in over 65 years

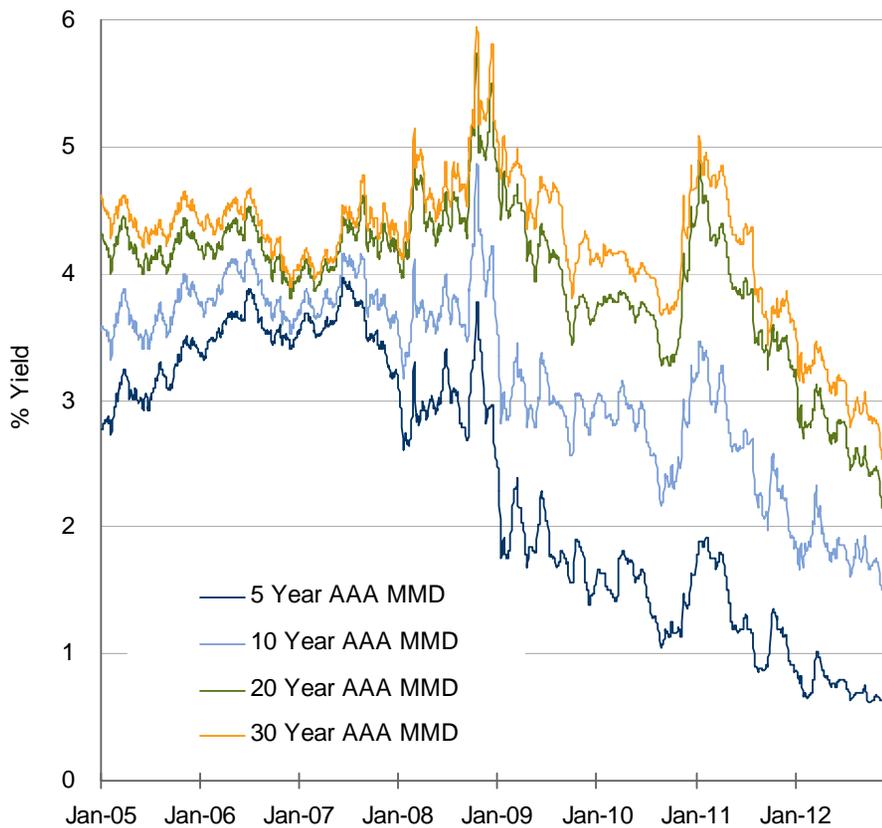


Source: Bloomberg and US Treasury as of February 22, 2013

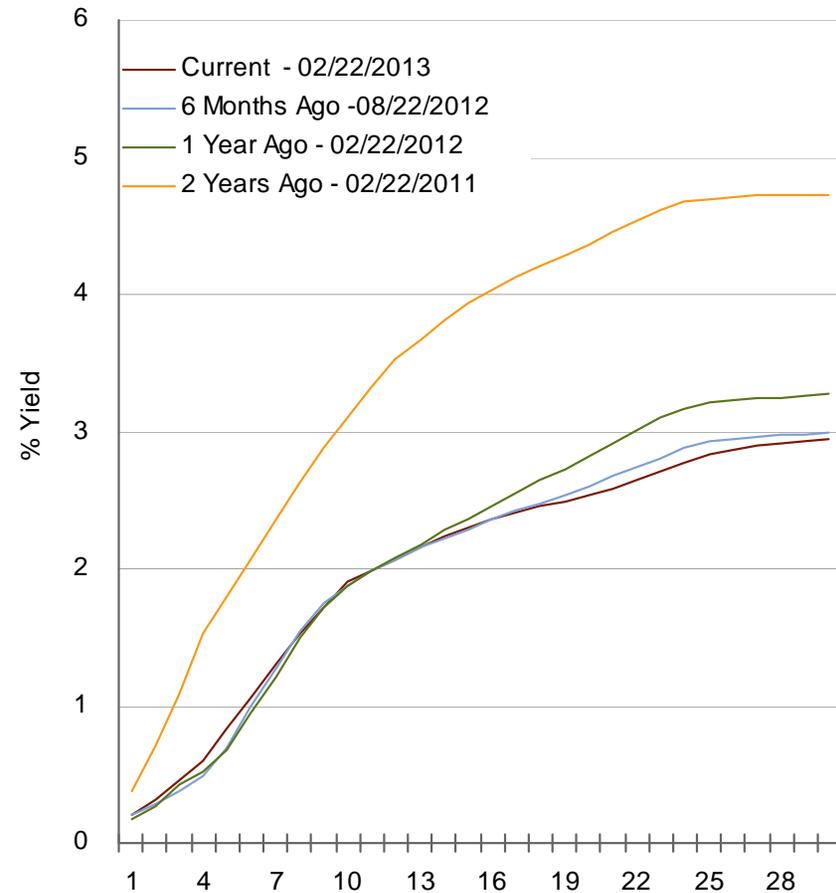
Tax-Exempt MMD

Absolute Rates for "AAA" MMD (Jan. 2005 – Present)

	5Y AAA	10Y AAA	20Y AAA	30Y AAA
Minimum	0.62%	1.47%	2.10%	2.47%
Maximum	3.97%	4.86%	5.74%	5.94%
Current	0.84%	1.90%	2.53%	2.94%



Municipal Yield Curve Shifts



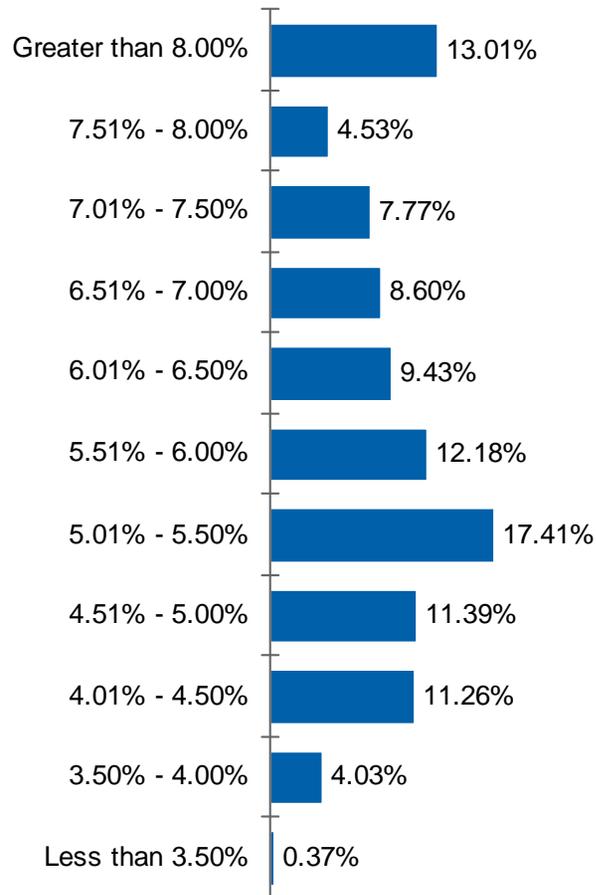
Tax-exempt rates remain near historic lows

Source: Municipal Market Data (TM3) as of February 22, 2013

Bond Buyer 20 General Obligation Bond Index

45 Year Historical Perspective

% of Time Since 1967



Bond Buyer 20 GO Index Since January 1967



Today's 3.74% level is lower than 97.8% of historical rates since January 1967

Source: Bloomberg as of February 22, 2013

...Renowned For Safety And Stability

Unparalleled Financial Strength and Stability

> AA category or higher ratings for over 22 years

> 80,000 employees in 53 countries; Approximately \$820 billion in assets

> North America's safest bank as ranked by Global Finance Magazine in 2009, 2010, and 2011

> Primary Dealer in the U.S., Canada, U.K. and Australia

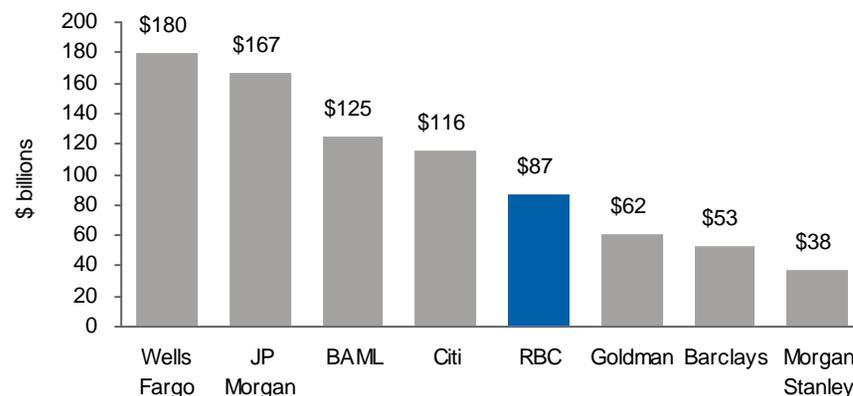
> Major commitment to U.S. growth and the U.S. municipal market

RBC is the Highest Rated Bank in the Municipal Market

	Moody's	Standard & Poors	Fitch
Royal Bank of Canada	Aa3	AA-	AA
Wells Fargo	Aa3	AA-	AA-
J.P. Morgan	Aa3	A+	A+
Barclays	A2	A+	A
Goldman Sachs	A3	A-	A
Citi	A3	A	A
Bank of America	A3	A	A
Morgan Stanley	Baa1	A-	A

Source: Bloomberg January 2, 2013; Operating Company Ratings

Market Capitalization



Source: Bloomberg January 2, 2013

RBCCM Is A Leading Public Finance Investment Bank...

In 2012, RBCCM's Municipal Finance Group ranked 5th for Senior Managed Issuance

- RBCCM is a leader in U.S. Municipal Finance. Leveraging the strength of RBC's superior credit rating (Aa3/AA-/AA), we provide products and services to hundreds of municipal issuers annually across a broad range of sectors
- Headquartered in New York and employing over 345 banking, sales, trading and underwriting professionals in 26 cities, we have one of the largest U.S. Municipal Finance practices in the country
- Our national footprint includes long-term clients who have utilized the firm's services for decades, as well as newer clients in search of stability and commitment in a shifting investment banking environment

Core Specialty Sectors	
Higher Education	Public Power
HealthCare	Special Districts
Housing	Student Loans
K-12 Education/ Charter Schools	Transportation

Lead Manager League Table				
Underwriting Firm	Par Amt. (US\$ mil)	Rank	Mkt. Share	# of Issues
Bank of America Merrill Lynch	\$ 38,672.7	1	13.2	319
Citi	32,167.7	2	11.0	328
J P Morgan Securities LLC	31,205.9	3	10.7	243
Morgan Stanley	22,889.0	4	7.8	205
RBC Capital Markets	20,175.2	5	6.9	604
Barclays	18,320.8	6	6.3	118
Goldman Sachs & Co	17,338.2	7	5.9	94
Wells Fargo & Co	13,195.5	8	4.5	197
Raymond James Morgan Keegar	9,053.5	9	3.1	389
Stifel Nicolaus & Co Inc	7,920.3	10	2.7	436
Industry Total	\$ 292,755.4	-	100.0	8,267

*¹ Negotiated: True Economics to Book Runner
Source: Thomson Reuters SDC Financial*

Notable Achievements
Joint Bookrunner for the largest long-term municipal bond issuance of the year
Sole manager for the two largest VRDN deals
Senior manager for one of the largest competitive deals of the year
Sole manager for the only two prepaid gas transactions

RBC CM has been the #1 senior managing underwriter by number of issues in 11 of the last 12 years

...And The Firm Uses Its Capital For The Benefit of Clients

RBCCM's \$36.2 Billion of Tier 1 Capital is readily used for municipal clients' pricing in the primary and secondary markets

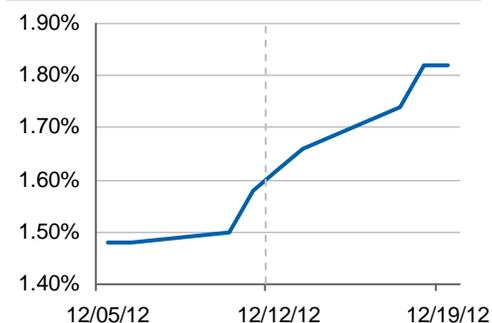
- Underwriting bonds in a sharply rising interest rate environment is the strongest commitment an underwriter can make to an issuer and underwriting large unsold balances saves the issuer the penalty of pricing at a higher market clearing level
- RBCCM is able to underwrite single debt issues of up to \$18.0 billion, subject to single name limitations

Recent RBCCM Senior Managed Underwriting Capital Commitment to Underwrite Unsold Bonds				
Sale Date	Issuer	Par Amount (\$mm)	Balance Underwritten (\$mm)	Percentage of Bond Issue
12/12/12	Regional Transportation District	\$475	\$41	9%
12/11/12	State of Connecticut	627	181	29%
12/05/12	New Mexico Dept of Transportation	220	32	15%
05/22/12	Leander Independent School District	188	98	52%
02/08/12	Virginia Public Building Authority	72	61	85%
11/02/11	State Public Works Board of the State of CA	295	81	27%
08/25/11	Colorado Department of Transportation	105	45	43%
12/07/10	Des Moines International Airport	36	17	47%
09/08/10	State of Minnesota	908	184	20%
05/05/10	Denver Urban Renewal Auth	101	31	31%
03/24/10	University of Texas Board of Regents	385	140	36%
10/06/09	City of Phoenix, Arizona	117	25	22%
08/19/09	The Industrial Dev Auth of the Pima County	176	57	33%
06/09/09	New York State Thruway Authority	431	82	19%
05/28/09	Dormitory Auth of the State of New York	356	60	17%
12/01/08	Metropolitan Transit Auth of Harris Co, TX	62	28	45%
11/20/08	Miami-Dade County, Water and Sewer	306	40	13%
11/14/08	Arizona School Facilities Board, COPs	580	130	22%
Total		\$5,441	\$1,334	

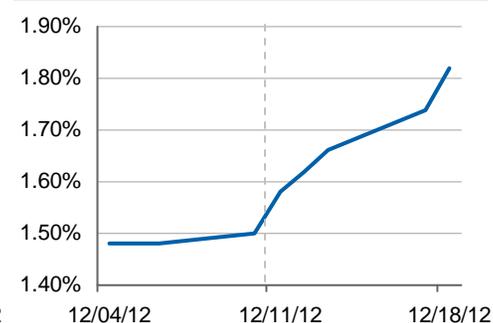
Transactions highlighted are shown in the graphs to the right of the table

10 year MMD Movement Before and After Pricing of Highlighted Issues

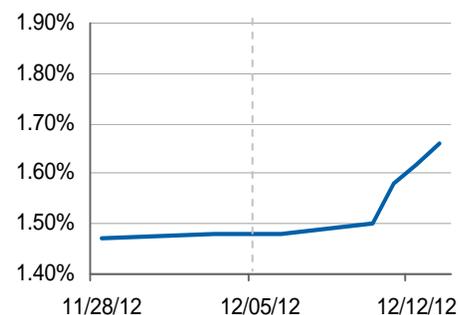
Regional Transportation District



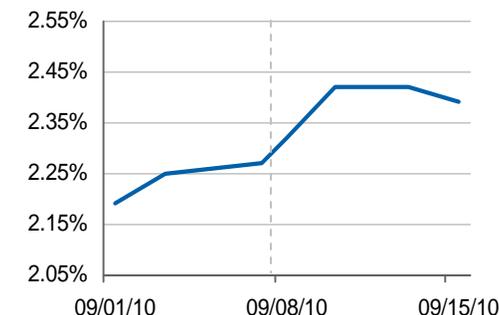
State of Connecticut



New Mexico Dept of Transportation



State of Minnesota



RBCCM is a Leader in Colorado Underwriting

- **Strong National Underwriter**
 - RBCCM consistently ranks among the Top 10 underwriters
- **Strong Colorado Presence – local sale of bonds**
 - #1 ranked underwriter for municipal bonds in Colorado in 2012
 - RBCCM has local Colorado retail presence and works hard to sell bonds locally

National Rankings

January 1, 2012 through December 31, 2012

Senior Manager	Par Amount (US\$ mil)	Rank	Mkt. Share	# of Issues
Bank of America Merrill Lynch	38,258.5	1	13.1	319
Citi	31,554.4	2	10.8	328
J P Morgan Securities LLC	31,084.8	3	10.6	243
Morgan Stanley	22,526.1	4	7.7	205
RBC Capital Markets	20,145.2	5	6.9	605
Barclays	18,755.7	6	6.4	119
Goldman Sachs & Co	16,707.0	7	5.7	94
Wells Fargo & Co	13,597.5	8	4.7	198
Raymond James Morgan Keegan	9,050.2	9	3.1	389
Stifel Nicolaus & Co Inc	8,041.3	10	2.8	436
Industry Total	292,653.0	-	100.0	8,269

Colorado Rankings

January 1, 2012 through December 31, 2012

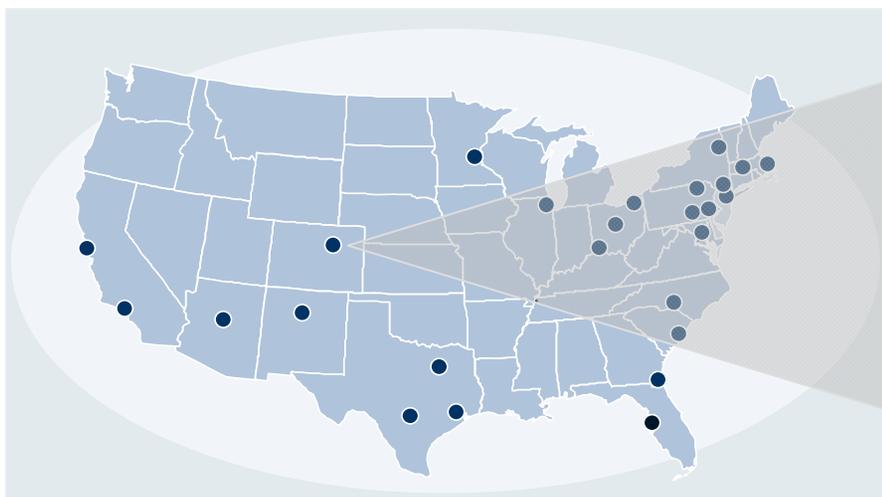
Senior Manager	Par Amount (US\$ mil)	Rank	Mkt. Share	# of Issues
RBC Capital Markets	1,864.0	1	27.5	32
Barclays	939.7	2	13.9	5
Stifel Nicolaus & Co Inc	658.8	3	9.7	26
J P Morgan Securities LLC	644.2	4	9.5	8
George K Baum & Company	531.1	5	7.8	52
Goldman Sachs & Co	511.2	6	7.6	4
Citi	306.0	7	4.5	2
Robert W Baird & Co Inc	295.8	8	4.4	5
D A Davidson & Co	225.0	9	3.3	18
Ziegler	199.4	10	2.9	2
Industry Total	6,774.2	-	100.0	169



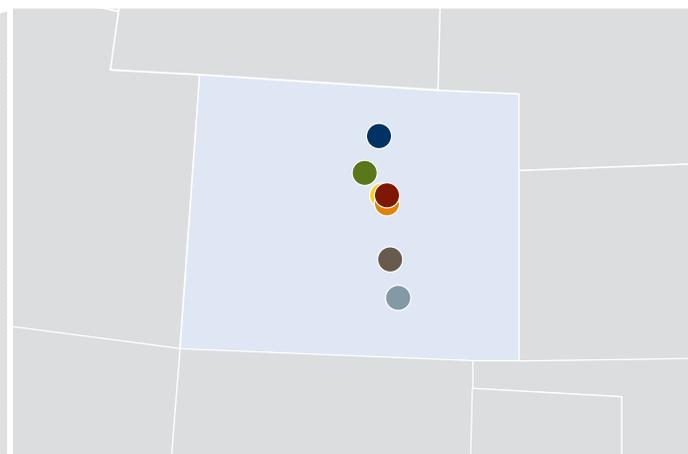
RBC is Colorado's Leading Municipal Underwriter

RBC maintains one of the largest Colorado-based public finance teams

RBC's U.S. Municipal Finance Locations



RBC's Colorado Locations



- RBC maintains a dedicated Municipal Finance office staffed with 14 professionals, of which 12 are FINRA registered
- RBC maintains six Wealth Management Offices throughout the State staffed with 79 financial consultants who sell municipal bonds to the firm's clients
 - 29,667 Colorado accounts under management
 - \$6.26 billion of Colorado assets under management
 - \$984 million, or 16%, of these assets are Municipal

	Total Employees	FINRA Registered
● Public Finance (Denver)	14	12
● Wealth Management (Boulder)	18	18
● Wealth Management (Colorado Springs)	6	6
● Wealth Management (Denver Tech Center)	26	21
● Wealth Management (Downtown Denver)	50	48
● Wealth Management (Fort Collins)	15	14
● Wealth Management (Pueblo)	9	9
● Institutional Sales (Denver)	1	1
● Research (Denver)	3	3
● Tax Credit Equity Group (Denver)	3	0
TOTAL EMPLOYEES	145	132

Recent RBCCM Colorado Transactions

Since 2010, RBCCM has sole or senior managed 99 transactions, totaling \$4.4 billion for Colorado issuers

 <p>\$8,775,000</p> <p>Aspen Fire Protection District</p> <p>Refunding General Obligation Bonds, Series 2012</p> <p>Sole Manager March 2012</p>	 <p>\$13,290,000</p> <p>Routt County</p> <p>Refunding Certificates of Participation, Series 2012</p> <p>Sole Manager March 2012</p>	 <p>\$126,245,000</p> <p>Colorado State University</p> <p>System Enterprise Revenue Bonds, Series 2012A</p> <p>Senior Manager February 2012</p>	 <p>\$30,645,000</p> <p>City of Grand Junction</p> <p>General Fund Revenue Refunding Bonds, Series 2012</p> <p>Sole Manager January 2012</p>	 <p>\$41,820,000</p> <p>Arapahoe County (Englewood) School District #1</p> <p>General Obligation Bonds, Series 2011</p> <p>Sole Manager December 2011</p>
 <p>\$550,995,000</p> <p>State of Colorado Building Excellent Schools Today Program</p> <p>Certificates of Participation</p> <p>Senior Manager 2008 – 2011</p>	 <p>\$10,070,000</p> <p>Eagle County Airport Terminal Corp</p> <p>Airport Terminal Project Refunding Revenue Bonds, Series 2011AB</p> <p>Sole Manager June 2011</p>	 <p>\$13,485,000 / \$31,470,000</p> <p>City of Colorado Springs</p> <p>Certificates of Participation Refunding and New Money, Series 2009 & 2011</p> <p>Sole Manager 2009 & 2011</p>	 <p>\$60,595,000</p> <p>Boulder County</p> <p>Open Space Capital Improvement Trust Fund Bonds, Series 2011</p> <p>Sole Manager March 2011</p>	 <p>\$18,790,000</p> <p>Mesa County</p> <p>Certificates of Participation, Series 2010A&B</p> <p>Sole Manager May 2010</p>

Disclaimer

RBC Capital Markets, LLC (“RBC CM”) is providing the information contained in this document for discussion purposes only in anticipation of serving as Underwriter to the City of Rifle (the “City”) in which RBC CM would be acting solely as a principal in a commercial, arm’s length transaction and not as a municipal advisor, financial advisor or fiduciary to the City or any other person or entity. RBC CM will not have any duties or liability to any person or entity in connection with the information being provided herein. The information provided is not intended to be and should not be construed as “advice” within the meaning of Section 15B of the Securities Exchange Act of 1934 or of any rules or regulations adopted thereunder by the Securities and Exchange Commission or the Municipal Securities Rulemaking Board. The City should consult with its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it deems appropriate.

This presentation was prepared exclusively for the benefit of and internal use by the recipient for the purpose of considering the transaction or transactions contemplated herein. This presentation is confidential and proprietary to RBC Capital Markets, LLC (“RBC CM”) and may not be disclosed, reproduced, distributed or used for any other purpose by the recipient without RBC CM’s express written consent.

By acceptance of these materials, and notwithstanding any other express or implied agreement, arrangement, or understanding to the contrary, RBC CM, its affiliates and the recipient agree that the recipient (and its employees, representatives, and other agents) may disclose to any and all persons, without limitation of any kind from the commencement of discussions, the tax treatment, structure or strategy of the transaction and any fact that may be relevant to understanding such treatment, structure or strategy, and all materials of any kind (including opinions or other tax analyses) that are provided to the recipient relating to such tax treatment, structure, or strategy.

The information and any analyses contained in this presentation are taken from, or based upon, information obtained from the recipient or from publicly available sources, the completeness and accuracy of which has not been independently verified, and cannot be assured by RBC CM. The information and any analyses in these materials reflect prevailing conditions and RBC CM’s views as of this date, all of which are subject to change.

To the extent projections and financial analyses are set forth herein, they may be based on estimated financial performance prepared by or in consultation with the recipient and are intended only to suggest reasonable ranges of results. The printed presentation is incomplete without reference to the oral presentation or other written materials that supplement it.

IRS Circular 230 Disclosure: RBC CM and its affiliates do not provide tax advice and nothing contained herein should be construed as tax advice. Any discussion of U.S. tax matters contained herein (including any attachments) (i) was not intended or written to be used, and cannot be used, by you for the purpose of avoiding tax penalties; and (ii) was written in connection with the promotion or marketing of the matters addressed herein. Accordingly, you should seek advice based upon your particular circumstances from an independent tax advisor.



RIFLE CITY COUNCIL MEETING

Wednesday, February 20, 2013

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 Pro Tem Alan Lambert.

PRESENT ON ROLL CALL: Councilors Rich Carter, Jonathan Rice, Jen Sanborn, Randy Winkler, and Mayor Pro Tem Alan Lambert.

Councilor Rice moved to excuse Mayor Jay Miller and Councilor Keith Lambert from tonight's meeting; seconded by Councilor Sanborn. Roll Call: Yes – Carter, Rice, Sanborn, Winkler, and A. Lambert.

OTHERS PRESENT: Matt Sturgeon, Assistant City Manager/Director of Planning; Lisa Cain, City Clerk; Jim Neu, City Attorney; Michael Churchill, Channel 10 Assistant Manager; Kristy Christensen, Deputy City Clerk; Dick Deussen, Utilities Director; John Dyer, Police Chief; Nathan Lindquist, City Planner; Tom Whitmore, Parks Director; Walt Eichinger; Michael Erion; Mike McKibbin; Jason Raley; Gina Reece-Long; and Mark Sills.

CONSENT AGENDA - APPROVE THE FOLLOWING ITEMS:

- A. Minutes from the February 6, 2013 Regular Meeting
- B. Minutes from the February 13, 2013 Special Meeting
- C. Visitor Improvement Fund Advisory Board Appointments
- D. Portable Restroom Vendor for City Parks and Trash Removal Vendor at Rifle Mountain Park
- E. Martifer Solar License and Power Purchase Agreements
- F. Accept Rifle Airpark Right-Of-Way Quitclaim Deed from Garfield County to City of Rifle
- G. Support Garfield Federal Mineral Lease District Grant Application for Deerfield Park – Resolution No. 3, Series of 2013
- H. December 2012 Sales Tax Report
- I. December 2012 Financial Report
- J. Accounts Payable
- K. Set public hearing for new liquor license application for Walters Enterprises LLC d/b/a Jays

Councilor Sanborn moved to approve Consent Agenda Items A, B, C, D, E, F, G, H, I, J, and K; seconded by Councilor Carter. Roll Call: Yes – Rice (abstaining as to Item A), Sanborn (abstaining as to Item B), Carter, Winkler, and A. Lambert.

CITIZEN COMMENTS AND LIVE CALL-IN

There were no citizen comments or live call-ins.

PUBLIC HEARING – CONSIDER BRENDEN RIFLE 7 THEATRES LIQUOR LICENSE APPLICATION

Mayor Pro Tem A. Lambert opened the public hearing and swore in Walt Eichinger, Vice President, Brenden Theatre Corporation doing business as Brenden Rifle 7 Theatres. Mr. Eichinger presented Brenden Rifle 7 Theatres' application for a beer and wine liquor license at 250 West 2nd Street, including its operations plan for keeping alcohol out of the hands of minors at the theatre. City Clerk Lisa Cain stated that the hearing was properly noticed, the application is complete, and the fees have been paid. She added that, today, staff received

acceptable background check results on 2 of the applicant's 4 officers. The City has yet to receive background check results on the 2 other officers.

Staff's recommendation was that Council take one of the following actions with respect to this application:

1. Continue the public hearing to March 6, 2013, by which time the City might receive the results of background checks on all of the applicant's officers; or
2. Approve the application with 2 conditions:
 - a. The City's receipt of acceptable background check results on the applicant's officers; and
 - b. The applicant's adherence to its operations plan for keeping alcohol out of the hands of minors at the theatre.

Councilor Sanborn moved to approve the application of Brenden Theatre Corporation doing business as Brenden Rifle 7 Theatres for a beer and wine liquor license at 250 West 2nd Street, conditioned upon (1) the City's receipt of acceptable background check results on the applicant's officers; and (2) the applicant's adherence to its operations plan for keeping alcohol out of the hands of minors at the theatre; seconded by Councilor Winkler.

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

PUBLIC HEARING – CONSIDER SPECIAL EVENT LIQUOR PERMIT APPLICATION – RIFLE AREA CHAMBER OF COMMERCE

Mayor Pro Tem A. Lambert opened the public hearing and swore in Gina Reece-Long, Special Programs Coordinator, Rifle Area Chamber of Commerce. Ms. Reece-Long presented the Chamber's application for a special event permit to provide liquor service at its Annual Dinner at 501 Airport Road on March 9, 2013, from 5:00 p.m. to midnight. Ms. Cain stated that the hearing was properly noticed, the application is complete, and the fees have been paid.

Councilor Carter moved to approve the Special Event Liquor Permit for the Rifle Area Chamber of Commerce on March 9, 2013, from 5:00 p.m. to midnight, at 501 Airport Road; seconded by Councilor Rice.

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

PUBLIC HEARING – CONSIDER APPROVING MAP AMENDMENT 2013-1 MCLEARNS ORCHARDS LOTS 4 & 5 – ORDINANCE NO. 3, SERIES OF 2013 – FIRST READING

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, REZONING LOTS 4 AND 5 OF MCLEARN ORCHARD LANDS FROM DEVELOPING RESOURCES (DR) ZONE DISTRICT TO LIGHT INDUSTRIAL (LI) ZONE DISTRICT

Mayor Pro Tem A. Lambert opened the public hearing and swore in the applicant, Mark Sills. Mr. Sills requested that Council approve Map Amendment 2013-1 – a rezoning of McLearn Orchards Lots 4 and 5 from Developing Resources zoning to Light Industrial zoning. The property in question is not developable because it does not currently have street access. Mr. Sills proposed either to add on to the private street that is north of the property so that it accesses Lots 4 and 5, or to extend South 10th Street from the east to reach Lots 4 and 5.

City Planner Nathan Lindquist recommended that Council approve Ordinance No. 3, Series of 2013, approving Map Amendment 2013-1 with conditions regarding street access, as well as other site planning issues. Satisfaction of the conditions must occur by September 15, 2013.

Councilor Carter moved to approve Ordinance No. 3, Series of 2013, 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, Rice, Sanborn, Winkler, and A. Lambert.

PUBLIC HEARING – CONSIDER FIRST AMENDMENT TO WATERSHED DISTRICT PERMIT NO. 3-09 – WPX ENERGY WATERLINE IN BEAVER CREEK

Mayor Pro Tem A. Lambert opened the public hearing and swore in Jason Raley, Environmental Specialist, WPX Energy. In 2009, the City approved Watershed District Permit No. 3-09 for Williams Production RMT to drill and operate natural gas wells, including gathering and transmission lines and associated facilities within the Beaver Creek Watershed. Williams Production RMT has since changed its name to WPX Energy. Mr. Raley explained that as part of its operations in Beaver Creek permitted under Permit No. 3-09, WPX desires to construct and operate buried production water pipelines and related facilities to minimize truck traffic. The construction would include a new water pipeline under Beaver Creek and the unnamed tributary of Beaver Creek, and a temporary 1.5 million gallon water storage tank at WPX's Centralized Frac Facility. WPX has applied to the City for an amendment to Permit No. 3-09 to include the activity.

Michael Erion, P.E., Consulting Engineer for the City of Rifle, reviewed the application materials and plans for the activity. He recommended that Council approve the amendment with the following conditions:

- The pipeline shall be a 6 inch "Flex Steel" pipeline, consisting of a polyethylene inner pipe, a steel reinforcement outer pipe, and a UV resistant shield cover over the steel. The pipe shall meet API 17J specification. There shall be no joints in the pipe within 50 feet of the creek banks.
- The pipeline crossing under Beaver Creek shall be constructed by means of a boring machine such that there is no open cut trenching of Beaver Creek.
- The project shall be subject to inspections during construction as needed by the City and/or its consultants. Post construction inspections will be made biannually, or more frequently if needed, until all permanent mitigation measures (revegetation, grass berms/swales, etc.) are deemed completed by the City. Applicant shall be responsible for all costs associated with such inspections.
- The existing Permit No. 3-09 has a \$250,000 bond for the project. The existing bond amount is appropriate for the amended project.

Councilors discussed with Mr. Raley and Mr. Erion the risk of spills of produced water from the pipeline and the storage tank. They also discussed the existence of a fracking fluid tank located near the City's watershed that was apparently permitted by Garfield County.

Councilor Winkler moved to approve the First Amendment to Watershed Permit No. 3-09; seconded by Councilor Carter. Roll Call: Yes – Carter, Rice, Winkler, and A. Lambert. No – Sanborn.

CONSIDER APPROVING 139 RAILROAD AVENUE LEASE – ORDINANCE NO. 2, SERIES OF 2013 – FIRST READING

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF RIFLE AND 139 RAILROAD, LLC

Assistant City Manager Matt Sturgeon informed Council that it approved a Property Lease with 139 Railroad, LLC late last year and the property owner is currently seeking tax relief from the County Assessor as allowed by statute. To assist the property owner in obtaining the tax exemption authorized with the City's possession of the Property, Ordinance No. 2 would approve the Property Lease.

Councilor Rice moved to approve Ordinance No. 2, Series of 2013, on first reading as presented and to order it to be published by title as required by Charter; seconded by Councilor Carter.

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

RECEIVE REPORT ON BIOSOLIDS ACTION PLAN

Utilities Director Dick Deussen reported to Council on the status of the biosolids action plan.

ADMINISTRATIVE REPORTS

Mr. Sturgeon reported to Council on the Ute Theatre grant from Union Pacific Railroad Foundation, and state legislation.

Mr. Deussen updated Council on the new water treatment plant.

COMMENTS FROM MAYOR AND COUNCIL

Councilor Sanborn asked City Attorney Jim Neu to find out about fracking fluid tanks located near the City's watershed. She also wished John Scalzo a speedy recovery.

Mayor Pro Tem A. Lambert informed staff that a citizen was concerned about striking the center island on Highway 13 when turning from southbound Whiteriver Avenue to southbound Highway 13.

Meeting adjourned at 8:15 p.m.

Lisa H. Cain
City Clerk

Alan Lambert
Mayor Pro Tem

CITY OF RIFLE, COLORADO
ORDINANCE NO. 2
SERIES OF 2013

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, APPROVING A
LEASE AGREEMENT BETWEEN THE CITY OF RIFLE AND 139
RAILROAD, LLC.

WHEREAS, the City of Rifle (the "City") is a home rule municipality with all powers granted by Article XX of the Colorado Constitution and the City's Home Rule Charter; and

WHEREAS, Article XX, § 6 of the Colorado Constitution states: "The statutes of the state of Colorado, **so far as applicable**, shall continue to apply to such cities and towns, except insofar as superseded by the charters of such cities and towns or by ordinance passed pursuant to such charters." Colo. Const. art. XX, § 6 (emphasis added); and

WHEREAS, Section 4.4 of the City's Home Rule Charter provides that ordinances adopted by the City Council become effective ten (10) days after final publication; and

WHEREAS, C.R.S. § 31-15-801 purports to require that municipalities approve long term lease agreements by ordinance not to be effective for at least thirty (30) days after passage; and

WHEREAS, C.R.S. § 31-15-801 conflicts with Section 4.4 of the City's Home Rule Charter, which provides that ordinances are effective ten (10) days after final publication; and

WHEREAS, C.R.S. § 31-15-801 contains no declaration of statewide concern and specifically applies to a "city" or a "town", which terms have been construed to mean a statutory city and statutory town by the Colorado Court of Appeals in the case of *Allely v. City of Evans*, 124 P.3d 911 (Colo. App. 2005); and

WHEREAS, the City Council hereby finds and determines that the procedures for approval of long term lease agreements are a matter of purely local concern; and

WHEREAS, as a home rule municipality, in the matter of deciding the procedures applicable to the approval of long term lease agreements, which is a matter of purely local concern, the City is not subject to those portions of C.R.S. §§ 31-15-801 and -802 which conflict with Section 4.4 of the City's Home Rule Charter.

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

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as if set forth in full.

2. Approval of Lease. The Property Lease between the City of Rifle and 139 Railroad, LLC is hereby approved in substantially the form attached hereto as **Exhibit A** and incorporated herein by this reference. The City Manager is hereby authorized and directed to execute the Property Lease on behalf of the City with any changes approved by the City Attorney.

INTRODUCED on February 20, 2013, 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 March 6, 2013, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this ___ day of _____, 2013.

CITY OF RIFLE, COLORADO

BY _____

Mayor

ATTEST:

City Clerk

Report Criteria:

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

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1003						
Action Shop Services, Inc						
	SI71517	IGNITION MODULE	02/20/2013	68.90	.00	
	SI71605	FILTER HOUSING KIT	02/26/2013	51.25	.00	
Total 1003:				120.15	.00	
1009						
B & B Plumbing, Inc						
	38168	PVC TEE	12/01/2012	1.75	.00	
	38493	PVC PIPE	01/09/2013	73.20	.00	
Total 1009:				74.95	.00	
1018						
Valley Lumber						
	75422	CONCRETE MIX	12/10/2012	5.19	.00	
	75704	SMOOTH LAP SIDING	12/18/2012	35.66	.00	
	75966	SURVEY STAKES	12/31/2012	12.99	.00	
	76618	EYE BOLT	01/21/2013	2.00	.00	
	77088	CORNER IRONS	02/05/2013	167.32	.00	
	77130	SPRAY KILZ PRIMER SEALER	02/06/2013	18.76	.00	
	77153	METAL GRINDING WHEEL	02/07/2013	5.98	.00	
	77264	GALV BUSHING	02/11/2013	9.98	.00	
	77274	NIPPLE 3/4 GALV	02/11/2013	3.87	.00	
	77279	GAL BELL RED	02/11/2013	4.99	.00	
	77368	TOLIET PLUNGER	02/14/2013	12.28	.00	
	77385	SPRUCE FURRING STRIPS	02/14/2013	2.39	.00	
	77524	CAP END	02/19/2013	7.98	.00	
	77528	CONCRETE MIX	02/19/2013	41.52	.00	
	77785	PICK MATTCK	02/27/2013	33.99	.00	
	77805	CEMENT	02/27/2013	12.99	.00	
	77807	BATTERY	02/27/2013	10.99	.00	
	77815	DOOR BOTTOM	02/27/2013	12.99	.00	
Total 1018:				401.87	.00	
1022						
Central Distributing Co						
	922363	Supplies	01/01/2013	31.62-	31.62-	02/15/2013
	927124	Supplies	01/01/2013	562.50	562.50	02/15/2013
	930608	Supplies	01/01/2013	168.52-	168.52-	02/15/2013
	936401	Supplies	02/06/2013	401.52	.00	
	937134	Supplies	02/13/2013	165.52	.00	
	937139	Supplies	02/13/2013	313.41	.00	
	937146	Supplies	02/13/2013	9.00	.00	
	938618	Supplies	02/27/2013	161.85	.00	
Total 1022:				1,413.66	362.36	
1026						
Cirsa						
	130188	WW	01/01/2013	228,340.00	228,340.00	02/26/2013

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1026:				228,340.00	228,340.00	
1059						
Consolidated Electrical Distr						
	4983-536358	S MISC EXEL	02/21/2013	1,360.00	.00	
	4983-536693	CF26DT	02/13/2013	105.00	.00	
	4983-536733	CF26DT	02/21/2013	120.00	.00	
Total 1059:				1,585.00	.00	
1062						
Dana Kepner Company						
	1371970-00	OMNI C2 METER	02/25/2013	1,321.40	.00	
Total 1062:				1,321.40	.00	
1087						
Grainger						
	9060627701	HIGH CAPACITY PLEATED FILT	02/06/2013	91.44	.00	
Total 1087:				91.44	.00	
1093						
Honeywell Inc.						
	5225431107	MECHANICAL MAINT	02/07/2013	1,085.40	.00	
Total 1093:				1,085.40	.00	
1094						
Hy-way Feed & Ranch Supply						
	531054	MUCK BOOT	12/20/2012	309.90	.00	
	531894	ARTIC SPORT BOOT	01/02/2013	154.95	.00	
	552600	ARTIC BOOT	01/28/2013	25.00	.00	
Total 1094:				489.85	.00	
1097						
Johnson Construction Inc						
	209200 122812	EIC Phase II expansion, roads, uti	01/16/2013	36,035.53	36,035.53	02/15/2013
Total 1097:				36,035.53	36,035.53	
1105						
Meadow Gold Dairies						
	50212698	DAIRY PRODUCTS/SENIOR CT	02/12/2013	62.64	.00	
	50212758	DAIRY PRODUCTS/SENIOR CT	02/19/2013	51.48	.00	
	50212840	DAIRY PRODUCTS/SENIOR CT	02/26/2013	67.66	.00	
Total 1105:				181.78	.00	
1110						
Napa Auto Parts						
	267283	BATTERY	01/18/2013	152.59	.00	
	267607	HEAT SHRINK	01/21/2013	133.85	.00	
	267670	CARBIDE BUR	01/21/2013	22.19	.00	
	269894	BRAKE PADS	02/06/2013	266.58	.00	
	269906	CUTTING FOAM	02/06/2013	39.94	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	3673101 02011	3100 DOKES LN	02/01/2013	62.77	62.77	02/25/2013
	3677101 02011	2515 WEST CENTENNIAL PARK	02/01/2013	1,139.98	1,139.98	02/25/2013
	3679101 02011	300 W 5TH ST	02/01/2013	24.00	24.00	02/25/2013
	779102 020113	132 e 4th st	02/01/2013	62.77	62.77	02/25/2013
	823101 020113	202 RAILROAD	02/01/2013	81.25	81.25	02/25/2013
	873106 020113	236 w 4th st-Utilites Rental Proper	02/01/2013	77.56	77.56	02/25/2013
Total 1126:				3,003.79	3,003.79	
1143						
Swallow Oil Company						
	021513	INV 13020006	02/15/2013	5,284.80	.00	
Total 1143:				5,284.80	.00	
1170						
Club 20						
	13336	2013 MEMBERSHIP	01/01/2013	700.00	700.00	02/22/2013
Total 1170:				700.00	700.00	
1181						
Garfield Steel & Machine, Inc						
	00084587	ALUM ELBOW 90	02/11/2013	1,135.19	.00	
	00084690	PLATE 3/16	02/19/2013	96.84	.00	
	00084767	ROUND CR	02/26/2013	19.08	.00	
Total 1181:				1,251.11	.00	
1188						
Jean's Printing						
	130067	printing	01/14/2013	257.16	.00	
	130261	printing	02/01/2013	383.06	.00	
Total 1188:				640.22	.00	
1191						
Lewan & Associates, Inc						
	244753	COPIER DELIVERY	01/23/2013	525.00	.00	
	244921	SHARP COPIERS	01/23/2013	2,006.88	.00	
	260038	B&W METER	02/22/2013	490.28	.00	
Total 1191:				3,022.16	.00	
1249						
Berthod Motors Inc						
	164161	FILTER	02/26/2013	431.68	.00	
Total 1249:				431.68	.00	
1258						
Hach Company						
	8137615	PIPET TIP	02/05/2013	28.40	.00	
	8151573	PIPET TIP	02/13/2013	43.85	.00	
Total 1258:				72.25	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1339						
Grand Junction Pipe & Supply						
	C2381773	MARKING PAINT	02/07/2013	102.00	.00	
	C2381823	VALVE BOX LID	02/12/2013	189.00	.00	
	C2381828	FLANGE BLIND	02/12/2013	109.59	.00	
	C2381908	CI VALVE BOX	02/19/2013	441.00	.00	
	C2381909	RING INVERTED	02/19/2013	166.00	.00	
Total 1339:				1,007.59	.00	
1692						
A-1 Traffic Control						
	29731	SIGN RENTAL	02/12/2013	308.00	.00	
	29732	SIGN RENTAL	02/12/2013	66.00	.00	
Total 1692:				374.00	.00	
1727						
Canyon Systems Inc						
	11275	ROTATING ASSEMBLY	02/13/2013	5,530.22	.00	
Total 1727:				5,530.22	.00	
1734						
United Companies/Oldcastle SW Group Inc						
	905719	ROAD BASE	02/04/2013	263.77	.00	
	905720	ROAD BASE	02/04/2013	142.96	.00	
	905791	ROAD BASE	02/05/2013	106.95	.00	
	906298	ROAD BASE	02/12/2013	181.65	.00	
Total 1734:				695.33	.00	
1768						
Faris Machinery Company						
	PS0001953-1	FILTER-AIR ELEMENT	12/10/2012	70.91	70.91	02/15/2013
	PS0003532-1	DIAMOND BLADE	02/14/2013	562.63	.00	
Total 1768:				633.54	70.91	
1830						
Grand Valley Foods						
	125390	FOOD PRODUCT/SR CENTER	02/15/2013	1,102.58	.00	
	125471	FOOD PRODUCT/SR CENTER	02/22/2013	986.67	.00	
Total 1830:				2,089.25	.00	
2208						
Amerigas						
	3014993423	PROPANE/WATER	02/08/2013	494.04	.00	
	3015270004	PROPANE/CE	02/19/2013	231.14	.00	
	3015304040	PROPANE/WATER	02/20/2013	560.77	.00	
Total 2208:				1,285.95	.00	
2235						
Acme Alarm Company Inc						
	7563T&I	ANNUAL TEST INSPECTIONS 2	02/18/2013	321.63	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2235:				321.63	.00	
2255						
California Contractors Supply						
	JJ54541	GROOVE JOINT PLIER SET	02/14/2013	89.80	.00	
Total 2255:				89.80	.00	
2412						
B&H Photo - Video, Inc						
	68810210	APC POWER SAVING BACK=UP	02/06/2013	147.17	.00	
	69030882	VITEC FS-H200 PRO COMPAC	02/13/2013	842.34	.00	
Total 2412:				989.51	.00	
2540						
Walker Electric						
	4430	REPAIR BALLAST POLICE STAT	02/13/2013	105.00	.00	
	4439	INSTALL 120V MOTION SENSO	02/18/2013	841.96	.00	
Total 2540:				946.96	.00	
2846						
Colo Mtn News Media						
	2817911	AD	01/31/2013	188.15	188.15	02/15/2013
	2817912	AD	01/31/2013	40.15	40.15	02/15/2013
	2817913	AD	01/31/2013	40.15	40.15	02/15/2013
	2817914	AD	01/31/2013	40.15	40.15	02/15/2013
	2817915	AD	01/31/2013	40.15	40.15	02/15/2013
	2817916	AD	01/31/2013	57.43	57.43	02/15/2013
	2817917	AD	01/31/2013	40.15	40.15	02/15/2013
	8776264A 010	AD	01/08/2013	54.19	54.19	02/15/2013
	8791701A 011	AD	01/12/2013	22.36	22.36	02/15/2013
	8830937A 012	AD	01/25/2013	48.07	48.07	02/15/2013
Total 2846:				570.95	570.95	
2960						
Walmart Community						
	006989	POWER CONVERTER	02/06/2013	296.03	296.03	02/15/2013
	013385 021313	SUPPLIES	02/13/2013	6.78	6.78	02/15/2013
	014257	SUPPLIES	02/14/2013	25.86	25.86	02/15/2013
	014497	SUPPLIES	02/14/2013	39.68	39.68	02/22/2013
Total 2960:				368.35	368.35	
3015						
Kroger/King Sooper Cust Charge						
	000641	supplies	02/11/2013	5.00	5.00	02/15/2013
	010524	FOOD SUPPLIES	02/04/2013	27.72	27.72	02/15/2013
	046780	FOOD SUPPLIES	02/11/2013	45.88	45.88	02/15/2013
	051611	FOOD SUPPLIES	02/05/2013	49.16	49.16	02/15/2013
	112087	FOOD SUPPLIES	02/13/2013	71.96	71.96	02/15/2013
	131263	supplies	02/06/2013	56.97	56.97	02/15/2013
	182317	FOOD SUPPLIES	02/14/2013	42.94	42.94	02/22/2013
	182529	FOOD SUPPLIES	02/14/2013	41.94	41.94	02/22/2013
	211087	FOOD SUPPLIES	02/15/2013	9.98	9.98	02/22/2013

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	225825	supplies	12/06/2012	96.03	96.03	02/15/2013
Total 3015:				447.58	447.58	
3016						
Flattops Fencing And Supply						
	1176	CHAIN LINK RENTAL PANEL	02/18/2013	120.00	.00	
Total 3016:				120.00	.00	
3035						
Rocky Mountain Supply Co.						
	12179	SNOW EDGE/STREETS	02/13/2013	284.39	.00	
Total 3035:				284.39	.00	
3083						
ALSCO						
	1265228	SUPPLIES	01/08/2013	25.00	.00	
	1280035	SUPPLIES	02/12/2013	25.00	.00	
	1280036	LAUNDRY/senior center	02/12/2013	57.25	.00	
	1283091	LAUNDRY/senior center	02/19/2013	47.75	.00	
	1286137	LAUNDRY/senior center	02/26/2013	42.63	.00	
Total 3083:				197.63	.00	
3088						
Enviro Tech Services Inc						
	CD201307466	ICE SLICER RS	02/06/2013	2,048.21	.00	
	CD201307730	ICE SLICER RS	02/11/2013	2,044.90	.00	
Total 3088:				4,093.11	.00	
3156						
Superwash Of Rifle						
	2036 021413	CAR WASH	02/14/2013	6.69	.00	
Total 3156:				6.69	.00	
3178						
Hanson Equipment,inc						
	688343	CONTROLLER	01/25/2013	534.80	.00	
Total 3178:				534.80	.00	
3251						
Mountain Communications And El						
	209672	GRASS MESA RENTAL	02/01/2013	250.00	250.00	02/15/2013
Total 3251:				250.00	250.00	
3755						
Wagner Equipment Co						
	P02C0431764	KEY	12/11/2012	58.30	.00	
	P2935402	EQUIPMENT RENTAL-	02/08/2013	600.00	.00	
Total 3755:				658.30	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3858						
Wells Fargo Bank Mn Na						
	022713	OBI:CWRPDA-SWRP/RIFLE-148	02/27/2013	9,054.59	9,054.59	02/27/2013
Total 3858:				9,054.59	9,054.59	
3955						
Holy Cross Energy						
	020113	Baron Lane St Lights	02/01/2013	19.58	19.58	02/15/2013
	020113	BEAVER CREEK HEADGATE	02/01/2013	51.70	51.70	02/15/2013
Total 3955:				71.28	71.28	
3960						
Lowe's Home Improvement Wareho						
	012213	SUPPLIES	01/22/2013	55.35	55.35	02/22/2013
Total 3960:				55.35	55.35	
4039						
Bookcliff Council On The Arts						
	021213	BOOKCLIFF'S COUNCIL ARTS H	02/12/2013	3,000.00	3,000.00	02/15/2013
Total 4039:				3,000.00	3,000.00	
4141						
True Brew Coffee Service						
	148258	COFFEE	02/15/2013	53.59	.00	
	148259	COFFEE	02/15/2013	39.20	.00	
	148422	COFFEE	02/22/2013	124.32	.00	
Total 4141:				217.11	.00	
4181						
Crown Awards						
	31713505	BASKETBALL MEDAL	02/12/2013	149.18	.00	
Total 4181:				149.18	.00	
4207						
Radio Shack						
	10153796	MOTOROLA MJ270R	02/12/2013	149.97	.00	
	10154134	HC BALLISTIC	02/25/2013	99.98	.00	
	10154184	BALLISTIC HC BLK	02/27/2013	59.99	.00	
Total 4207:				309.94	.00	
4240						
Platinum Plus For Business						
	BRIEDES-0211	FUELMAN FUEL REBATE	02/11/2013	.05-	.05-	02/22/2013
	BRIEDIS 0211	WEBTIMECLOCK FEE	02/11/2013	10.99	10.99	02/22/2013
	BURNS 02111	SUPPLIES	02/11/2013	59.96	59.96	02/22/2013
	BURNS 02111	CREDIT	02/11/2013	45.00-	45.00-	02/22/2013
	CAIN 021113	OFFICE SUPPLIES	02/11/2013	413.45	413.45	02/22/2013
	CHRISTENSE	ADOBE PHOTO SHOP CONFER	02/11/2013	994.72	994.72	02/22/2013
	GEORGE 0211	KNIFES/BLADES	02/11/2013	391.79	391.79	02/22/2013
	KEHOE 02111	EXPERTS EXCHANGE	02/11/2013	59.95	59.95	02/22/2013
	KELTY 021113	TRAINING	02/11/2013	319.00	319.00	02/22/2013

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	KUPER 02111	FIREARMS SUPPLIES	02/11/2013	216.43	216.43	02/22/2013
	MILLER 02111	MEAL EXPENSE'	02/11/2013	8.75	8.75	02/22/2013
	WHITMORE 02	SUPPLIES	02/11/2013	212.09	212.09	02/22/2013
Total 4240:				2,642.08	2,642.08	
4244						
Boogie Down Light And Sound Inc.						
	07031381	RESERVATION DEPOSIT JULY	01/21/2013	350.00	350.00	02/22/2013
Total 4244:				350.00	350.00	
4345						
Helen Artist-Rogers/HR Design						
	020813	PARKING REMIBURSMENT CO	02/08/2013	27.00	27.00	02/15/2013
Total 4345:				27.00	27.00	
4753						
Rifle Truck & Trailer						
	6142	D-RING RECESSED	01/21/2013	32.00	.00	
Total 4753:				32.00	.00	
4811						
United Site Services Inc						
	114-1040839	R-TIP	01/08/2013	1,428.00	.00	
	114-1040840	R-TIP	01/08/2013	535.50	.00	
	114-1040841	R-TIP	01/08/2013	892.50	.00	
	114-1042803	R-TIP	01/09/2013	1,071.00	.00	
	114-1043012	R-TIP	01/10/2013	1,071.00	.00	
	114-1045298	R-TIP	01/11/2013	535.50	.00	
	114-1047853	R-TIP	01/14/2013	535.50	.00	
	114-1047854	R-TIP	01/14/2013	446.25	.00	
	114-104838	R-TIP	01/08/2013	1,071.00	.00	
	114-1056253	R-TIP	01/16/2013	446.25	.00	
	114-1058534	R-TIP	01/18/2013	357.00	.00	
	114-1058536	R-TIP	01/18/2013	446.25	.00	
	114-1061755	R-TIP	01/22/2013	446.25	.00	
	114-1061756	R-TIP	01/22/2013	1,026.38	.00	
	114-1065356	ADA WHEELCHAIR ACCESSIBL	01/22/2013	85.00	.00	
	114-1081472	ROLL OFF 20 YD	01/31/2013	200.00	.00	
	114-1081582	ROLL OFF RIFLE SEWER PLAN	01/31/2013	5,087.26	.00	
	114-1090306	PORTABLE RESTROOM DEERF	02/05/2013	65.00	.00	
	114-1100159	PORTABLE RESTROOM METR	02/11/2013	65.00	.00	
	114-1100160	PORTABLE RESTROOM MOUN	02/11/2013	140.00	.00	
Total 4811:				15,950.64	.00	
4825						
Cross Propane Gas						
	40613	Propane Gas at O&M Shop	02/08/2013	1,305.40	.00	
	45381-A	TANK RENT on ag	02/13/2013	100.00	.00	
Total 4825:				1,405.40	.00	
4879						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Cardiff Cleaning Services						
	4690	CLEANING JUSTICE CENTER	02/15/2013	4,175.00	.00	
Total 4879:				4,175.00	.00	
4967						
Touch Tone Communications						
	013113	OM	01/31/2013	202.42	202.42	02/15/2013
Total 4967:				202.42	202.42	
5207						
Hayes, Peter						
	021513	CONFERENCE	02/15/2013	83.32	83.32	02/15/2013
Total 5207:				83.32	83.32	
5253						
FASTENAL						
	54653	V-GARD HAT	01/29/2013	444.86	.00	
	55056	BLACK CABLE TIE	02/12/2013	39.22	.00	
Total 5253:				484.08	.00	
5365						
American Windshield Repair						
	10248	windshield repair	02/21/2013	40.00	.00	
Total 5365:				40.00	.00	
5548						
Power Equipment Company						
	G302054301	FILTER KIT	02/15/2013	345.80	.00	
	G302054355	FILTER ELEMENT	02/21/2013	257.61	.00	
	G302054379	FILTER ELEMENT	02/25/2013	40.05	.00	
	G302054380	ORANGE SPRAY PAINT	02/25/2013	43.96	.00	
Total 5548:				687.42	.00	
5648						
REDI SERVICES, LLC						
	19309	SERVICED WINTERIZED PORT	01/31/2013	80.00	.00	
	19310	SERVICED WINTERIZED PORT	01/31/2013	80.00	.00	
	19840	SERVICED WINTERIZED PORT	02/19/2013	40.00	.00	
Total 5648:				200.00	.00	
5752						
Accutest Mountain States						
	D2-34887	alkalinity, organic carbon/water te	02/19/2013	870.00	.00	
Total 5752:				870.00	.00	
5839						
GOODWIN SERVICES, INC						
	56786	PUMP GREASE	02/14/2013	5,400.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5839:				5,400.00	.00	
5846						
Mesa County Health Department						
	515-13	Water Testing	02/19/2013	20.00	20.00	02/22/2013
	516-13	Water Testing	02/19/2013	20.00	20.00	02/22/2013
	517-13	Water Testing	02/19/2013	20.00	20.00	02/22/2013
Total 5846:				60.00	60.00	
5958						
Utility Refund						
	2812103 02071	REFUND-2608 CHEYENNE CT	02/07/2013	95.29	95.29	02/15/2013
	3215102 02071	REFUND-759 E 17TH ST	02/07/2013	166.92	166.92	02/15/2013
	3581102 02071	REFUND-2479 PINE LN	02/07/2013	90.00	90.00	02/15/2013
	478103 020713	REFUND-323 E 2ND ST	02/07/2013	148.56	148.56	02/15/2013
Total 5958:				500.77	500.77	
5984						
JIM DIBLE OIL CO						
	T5398	VACUALINE	02/14/2013	245.25	.00	
Total 5984:				245.25	.00	
6054						
Colorado Youth Soccer						
	020113	SOCCER LEAGUE	02/01/2013	1,705.00	1,705.00	02/15/2013
Total 6054:				1,705.00	1,705.00	
6067						
Mountain Roll-offs, Inc.						
	FEB-01001536	RECYCLE	02/01/2013	16.20	16.20	02/15/2013
	SERVICES-01	PORTABLE RESTROOM	02/01/2013	109.01	109.01	02/15/2013
Total 6067:				125.21	125.21	
6137						
Impressions of Aspen						
	17193.1	SUPPLIES'	01/08/2013	14.35	.00	
	17372	SUPPLIES	02/06/2013	55.86	.00	
	17373	SUPPLIES	02/07/2013	271.00	.00	
	17373.	supplies	02/07/2013	135.51	.00	
	17410	SUPPLIES	02/12/2013	246.29	.00	
	17426	SUPPLIES	02/14/2013	909.92	.00	
	17434	SUPPLIES	02/15/2013	149.61	.00	
	17450	SUPPLIES	02/20/2013	142.33	.00	
	17478	SUPPLIES	02/25/2013	77.45	.00	
	17483	SUPPLIES	02/25/2013	13.20	.00	
	3251CM	SUPPLIES	02/14/2013	14.35-	.00	
Total 6137:				2,001.17	.00	
6161						
Ewing Irrigation Products						
	5923321	WHITE PAINT	02/20/2013	1,051.88	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6161:				1,051.88	.00	
6195						
Western Slope Communications						
	36809	ADVERTISEMENT	02/25/2013	320.00	.00	
	36810	ADVERTISEMENT	02/25/2013	320.00	.00	
Total 6195:				640.00	.00	
6221						
Wells Fargo Financial Leasing						
	6745417053	XEROX COPIER	02/01/2013	336.44	336.44	02/15/2013
Total 6221:				336.44	336.44	
6235						
UMB BANK, NA						
	116194	RIFLE SALES & USE TAX 03-AD	12/28/2012	150.00	150.00	02/22/2013
Total 6235:				150.00	150.00	
6282						
Kansas State Bank						
	022713	PRINCIPAL	02/27/2013	1,672.98	1,672.98	02/27/2013
Total 6282:				1,672.98	1,672.98	
6310						
SIRUS XM Radio Inc.						
	X-1098416613	MONTHLY FEE	02/10/2013	116.34	116.34	02/22/2013
	X1098416613.	INVOICE FEE	02/10/2013	2.00	2.00	02/22/2013
Total 6310:				118.34	118.34	
6357						
FIRST STRING						
	4758	SPORT TEK TEE	02/19/2013	138.00	.00	
Total 6357:				138.00	.00	
6383						
CENTURY LINK						
	124817734	POLICE	02/11/2013	9.28	9.28	02/22/2013
Total 6383:				9.28	9.28	
6402						
CENTURY LINK						
	020113 970625	OM	02/01/2013	447.69	447.69	02/15/2013
	9706250388 02	WW	02/01/2013	307.08	307.08	02/15/2013
Total 6402:				754.77	754.77	
6409						
RIFLE TOWING						
	14168	TOWING	12/24/2012	95.00	95.00	02/15/2013

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6409:				95.00	95.00	
6485						
Tisco Inc/Energy Equip-GrandJct						
	10624 013013	SUPPLIES	01/30/2013	150.48	.00	
	10630 013013	SUPPLIES	01/30/2013	10.29	.00	
Total 6485:				160.77	.00	
6509						
POLYDYNE INC.						
	783379	CLARIFLOC	02/13/2013	3,294.00	.00	
Total 6509:				3,294.00	.00	
6512						
C.B. WELLS						
	13	PERFORMANCE	02/09/2013	100.00	100.00	02/15/2013
Total 6512:				100.00	100.00	
6544						
FBI COMMAND COLLEGE						
	021113	SEMINAR-FBI COMMAND COLL	02/11/2013	450.00	450.00	02/15/2013
Total 6544:				450.00	450.00	
6606						
Western Slope Supplies, Inc.						
	8218587	BOTTLED WATER	01/10/2013	14.20	.00	
	8218623	BOTTLED WATER	01/15/2013	7.35	.00	
	8218730	BOTTLED WATER	01/22/2013	7.35	.00	
	8218841	BOTTLED WATER	01/29/2013	14.20	.00	
Total 6606:				43.10	.00	
6661						
ARCADIS US, INC						
	0504011	PROFESSIONAL SERVICES	02/22/2013	290,413.40	.00	
	0504011.	PROFESSIONAL SERVICES	02/22/2013	2,037.39	.00	
Total 6661:				292,450.79	.00	
6678						
AARON'S HEATING & COOLING, INC						
	1050	REPAIR	02/11/2013	176.00	.00	
Total 6678:				176.00	.00	
6739						
ERO Resources Corporation (ERO)						
	34200	RMP Bridge Documentation	02/11/2013	1,007.50	.00	
Total 6739:				1,007.50	.00	
6777						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
MASTER PETROLEUM						
	297686	DIESEL	02/13/2013	920.40	.00	
Total 6777:				920.40	.00	
6787 FACILITYDUDE.COM						
	R-100821	MAINTENANCE EDGE	12/30/2012	2,388.00	2,388.00	02/15/2013
Total 6787:				2,388.00	2,388.00	
6788 HOAGLUND, DUSTY						
	010113	REIMBURSEMENT=BOOTS	01/01/2013	193.72	193.72	02/15/2013
Total 6788:				193.72	193.72	
6789 HOSPICE OF THE VALLEY						
	021113	SYMPATHY GIFT	02/11/2013	50.00	50.00	02/15/2013
Total 6789:				50.00	50.00	
6791 AMERICAN EQUIPMENT, INC						
	GJ1501-IN	ANNUAL INSPECTIONS	02/19/2013	1,201.50	.00	
Total 6791:				1,201.50	.00	
6792 SPRINGWATER RANCH, LLC						
	02.13	1.197 ACRES WETLAND MITIGA	02/27/2013	114,329.56	.00	
Total 6792:				114,329.56	.00	
Grand Totals:				800,919.21	314,429.86	

Dated: _____

City Finance Director: _____

Report Criteria:

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



Sander N. Karp
James S. Neu
Karl J. Hanlon
Michael J. Sawyer
James F. Fosnaught

Jeffrey J. Conklin
Hollie L. Wieland
Cody B. Doig
Matthew L. Trinidad

201 14th Street, Suite 200
P. O. Drawer 2030
Glenwood Springs, CO 81602
Telephone: 970.945.2261
Facsimile: 970.945.7336

James S. Neu
jsn@mountainlawfirm.com

Of Counsel
Anna S. Itenberg
Greg S. Russi

Avon Office:
70 Benchmark Road, #205
Avon, CO 81620
Telephone: 970.845.0200

www.mountainlawfirm.com

February 28, 2013

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

Re: March 6, 2013 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 March 6, 2013 Rifle City Council Meeting.

1. Ordinance No. 2, Series of 2013 (Approving 139 Railroad Avenue Lease). City Council approved a Property Lease with 139 Railroad, LLC late last year and the property owner is currently seeking tax relief from the County Assessor as allowed by statute. The County Assessor's Office is taking the position that the Property Lease must be approved by ordinance, which is required for statutory municipalities and not home rule cities. Rather than argue the point with the County and to assist the property owner in obtaining the tax exemption authorized with the City's possession of the Property, Ordinance No. 2 approves the Property Lease. Because this matter is a mere formality, we put the second reading of the Ordinance on your Consent Agenda.

We recommend approval of Ordinance No. 2, Series of 2013 on second reading.

2. Ordinance No. 3, Series of 2013 (McLearn Orchard Lands Lots 4 and 5 Rezone from DR to LI). Mark Sills applied for a rezoning of Lots 4 and 5, McLearn Orchard Lands from DR to LI. The staff report provides details on the application and conditions of approval. Ordinance No. 3, Series of 2013 rezones the Property once those conditions are satisfied, which must occur by September 15, 2013. We also drafted the enclosed Development Agreement that contains the conditions in the staff report.

We recommend approval of Ordinance No. 3, Series of 2013 on second reading.

KARP NEU HANLON, P.C.

Mayor Jay Miller
Rifle City Council
Page 2

3. Ordinance No. 4, Series of 2013 (Temporary Ban on Marijuana Businesses). As we discussed at your last workshop, the passage of Amendment 64 at the last general election authorizes the personal use and regulation of marijuana. The Colorado Department of Revenue is charged with issuing regulations for marijuana establishments by July 1, 2013 and to start accepting and processing applications on October 1, 2013. Local jurisdictions have the ability to adopt their own regulations not in conflict with the state regulations or prohibit marijuana establishments. Council expressed concurrence at the Workshop to temporarily ban marijuana establishments until October 1st to evaluate the regulations adopted by the Department of Revenue, study the effects of such marijuana establishments, consider the City's existing land use regulations, and gather information on this matter. Ordinance No. 4, Series of 2013 enacts that temporary ban and staff will keep Council informed as the state adopts its regulations.

We recommend approval of Ordinance No. 4, Series of 2013 on first reading.

4. Ordinance No. 5, Series of 2013 (Amending Rifle Municipal Code to Reconcile with Amendment 64). With the passage of Amendment 64 it is necessary to amend the Rifle Municipal Code General Offenses to conform the Code to the new rights allowed under Amendment 64. Ordinance No. 5, Series of 2013 updates and adds definitions to the Code related to marijuana, adds provisions mirroring what is authorized by Amendment 64, namely the possession of one ounce of marijuana by an individual 21 or older, and clearly prohibits the public use of marijuana and anyone under 21 from possessing any amount of marijuana.

We recommend approval of Ordinance No. 5, Series of 2013 on first reading.

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



City of Rifle Proclamation

WHEREAS, in 1872 J. Sterling Morgan proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, the holiday called Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, the City of Rifle is recognized as a "Tree City, USA" by the National Arbor Day Foundation and desires to continue its tree planting ways.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, hereby proclaims April 26, 2013 as Arbor Day in the City of Rifle, and urges all citizens to support efforts to protect our trees and to support our City's urban forestry program, and further urges all citizens to plant trees to gladden the hearts and promote the well being of present and future generations.

Approved by the City Council at a regular meeting this 6th day of March, 2013.

CITY OF RIFLE

Attest:

By:

Deputy City Clerk

Mayor



JOIN THE LIVEWELL GARFIELD COUNTY PHOTOVOICE PROJECT

FEBRUARY - JULY 2013

Project Details and Commitments

Be one of 24 county residents and youth to participate in this five month Photovoice project. Childcare, refreshments, transportation and interpretation will be provided along with a \$50 stipend to those attending all trainings and meetings. See schedule below.

Photovoice is a process by which people can identify, represent, and enhance their community through a specific photographic technique."

(Wang & Burris, 1997)

You'll learn the history of Photovoice, the basics of photography, be given a camera, then take photographs of ways you, your family and residents of Garfield County can become healthier and more active.

The photographs you take will be used to guide discussions about making Garfield County a healthy, active region through policy, environmental and lifestyle changes related to healthy eating and active living.

1

Monday, March 11, 2013

6:00 - 6:30 pm - Dinner and Networking

6:30 - 9:00 pm - Training #1

Location: New Creation Church

44761 Hwy 6 & 24 Glenwood Springs, CO
I-70 Mile Marker 114: North side of I-70
between Canyon Creek and New Castle

2

Saturday, April 20, 2013

8:30 - 9:00 am - Breakfast and Networking

9:00 am - 4:00 pm - Training #2

Location: Same as above.

3

Monday, June 24, 2013

Time TDB (2 Hours): Training #3:
Photovoice: Image to Action "Dress
Rehearsal"

Location: TBD

4

Tuesday, June 25, 2013

5:30 - 9:00 pm

Photovoice: Image to Action Meeting

Location: TBD

Do you like photography?

Do you live in Garfield County?

Are you interested in healthy eating or active living?

**Do you want to help find ways for you,
your family and community to be
healthier and more active?**

Are you 14 years or older?

If so, respond by March 8th. Space is limited.

TO PARTICIPATE:

Contact Christine Singleton, LiveWell
Garfield County, (970) 945-6614 or
livewell@garfield-county.com by
March 8th. Space is limited!

Inspiring and
advancing policy,
environmental and
lifestyle changes
that promote health
through the
prevention and
reduction of obesity.



UNIRSE AL PROYECTO PHOTOVOICE DE LIVEWELL GARFIELD COUNTY

FEBRERO - JULIO 2013



Detalles y Objetivos del Proyecto

Sé una de las 24 personas y jóvenes del condado que participarán en el proyecto Photovoice, por un periodo de cinco meses. Tendremos guardería, interpretación, transportacion, bocaditos y \$50 de incentivos a aquellos que participen en todos los entrenamientos y reuniones. Vea los horarios a continuación:

Photovoice es un proceso por el cual la gente puede identificar, representar y mejorar su comunidad a través de una técnica fotográfica específica."

(Wang & Burris, 1997)

Aprenderás la historia de Photovoice, las técnicas básicas de la fotografía, te daremos una cámara para que tomes fotos de las maneras en que tú, tu familia y residentes del Condado de Garfield puedan ser más saludables y más activos físicamente.

Las fotografías que tomes serán usadas como guía en discusiones para crear al Condado de Garfield más saludable y activo, a través de cambios en política, medio ambiente y estilos de vida relacionados con una alimentación saludable y una vida físicamente activa.

¿Te gusta la fotografía?

¿Vives en Condado de Garfield?

¿Estás interesado en una alimentación saludable o una vida físicamente activa?

¿Quieres ayudar a encontrar maneras en las que tú, tu familia y tu comunidad pueden ser más saludables y físicamente activos?

¿Tienes 14 años o más?

Si es así, mándanos tu respuesta hasta, antes del 8 de marzo. El cupo es limitado.

Lunes, 11 de marzo de 2013

6:00 - 6:30 pm - Cena e intercambio de ideas

6:30 - 8:30 pm - Entrenamiento #1

1

Lugar: New Creation Church

44761 Hwy 6 & 24 Glenwood Springs, CO
Carretera I-70 Salida Exit 114: Lado Norte de I-70
entre Canyon Creek y New Castle

Sábado, 20 de abril de 2013

8:30 - 9:00 am - Desayuno e intercambio de ideas

9:00 am - 4:00 pm - Entrenamiento #2

2

Lugar: La misma dirección de arriba

Lunes, 24 de junio de 2013

Hora: Será anunciada. Entrenamiento #3:
Photovoice: Práctica: De Imagen a Assign
"Ensayo General"

3

Lugar: Será anunciado mas adelante

Martes, 25 de junio de 2013

5:30 - 9:00 pm - Photovoice: Reunión "De Imagen
a Acción"

4

Lugar: Será anunciado mas adelante

PARA PARTICIPAR:

Contacta Christine Singleton, LiveWell

Garfield County, (970) 945-6614

livewell@garfield-county.com antes

del 8 de Marzo.

Inspirar y promover la política, cambios ambientales y el estilo de vida que promuevan la salud a través de la prevención y reducción de la obesidad.





Obesity in Colorado

While Colorado is often touted as America's "leanest" state, we are not immune to the growing health crisis of obesity. Nearly 58 percent of Colorado adults and a quarter of our children are overweight or obese. And we're getting worse—the obesity rate has *doubled* in Colorado since 1995. If trends continue, only 33 percent of Colorado adults will be a healthy weight by 2020.

About LiveWell Colorado

LiveWell Colorado is a nonprofit organization committed to reducing obesity in Colorado by promoting healthy eating and active living. In addition to educating and inspiring people to make healthy choices, LiveWell Colorado focuses on policy, environmental and lifestyle changes that remove barriers and increase access to healthy behaviors. Working in partnership with obesity prevention initiatives across the state, LiveWell Colorado aims to provide every Coloradan with access to healthy foods and opportunities for physical activity in the places they live, work, learn and play.

Initially established as a grant-making collaborative in 2007, LiveWell Colorado became a 501(c)(3) in 2009 with the support of its initial funders—The Colorado Health Foundation, Kaiser Permanente and the Kresge Foundation—and its partner the Colorado Department of Public Health and Environment.

Strategic Plan

Tasked with leading the state's obesity prevention efforts, LiveWell Colorado is implementing an aggressive five-year strategic plan that was developed with input from hundreds of experts and stakeholders. Priority goals are focused in the following areas:

- **Funding community coalitions** throughout the state focused on healthy eating and active living strategies
- **Informing and advancing multi-sector policy efforts** with key stakeholders at the local, state and national levels
- **Leading social marketing initiatives** that inspire a culture shift and motivate sustainable healthy behavior changes

These main goals are grounded by the underlying goals of reducing health disparities, building synergy and reducing duplication of efforts among organizations, supporting promising practices and ensuring accountability through rigorous evaluation.

Building a National Model

A unique model in the United States, LiveWell Colorado combines the strengths of a public-private partnership, the independence and innovation of an autonomous organization, and the power of collaborative, multi-sector efforts to address the obesity epidemic in America. In addition to its statewide focus, LiveWell Colorado is connected on the national level through the National Convergence Partnership, and strives to create a framework, establish policies, and promote strategies that can be replicated throughout the country.

Obesity in Colorado

While Colorado is often touted as America's "leanest" state, we are not immune to the growing health crisis of obesity. Fifty-eight percent of Colorado adults and nearly a quarter of our children are overweight or obese. Just fifteen years ago, our adult obesity rate of 21 percent would have made Colorado the most obese state in the nation. If trends continue, only 33 percent of Coloradans will be a healthy weight by 2020. LiveWell Colorado™ was formed as the collaborative leader in tackling the complex problem of obesity and achieving the vision of all Coloradans embracing a healthier lifestyle.

About LiveWell Colorado

Established in 2009 through generous funding by the Colorado Health Foundation and Kaiser Permanente, and in partnership with the Colorado Department of Public Health & Environment, LiveWell Colorado is a nonprofit organization committed to preventing and reducing obesity in Colorado through the promotion of healthy eating and active living.

In addition to educating and inspiring people to make healthy choices, LiveWell Colorado focuses on policy, environmental and lifestyle changes that remove barriers and increase opportunities for healthy behaviors. Working in partnership with obesity prevention efforts across the state, LiveWell Colorado aims to provide every Coloradan with access to healthy foods and opportunities for physical activity in the places they live, work, learn and play.

Strategic Plan

Tasked with collaboratively leading the state's obesity prevention efforts, LiveWell Colorado is executing a bold and comprehensive strategic plan to drive systemic and sustainable change.

Priority goals are focused in the following areas:

- **Investing in multi-sector community coalitions** throughout the state focused on developing and implementing healthy eating and active living strategies
- **Informing and advancing policy efforts** at the local, state and federal levels, as well as organizational policy changes in schools and worksites
- **Leading culture change initiatives** that inspire sustainable individual behavior changes and make the healthy choice the easy choice

These main strategies are grounded by the underlying goals of reducing health disparities, building synergy and reducing duplication of efforts among organizations, supporting promising practices and ensuring accountability through rigorous evaluation.

LiveWell Colorado Communities

LiveWell Colorado's community investment strategy funds community coalitions working on healthy eating and active living strategies at the local level. In 2012, LiveWell Colorado awarded \$2.5 million in funding to 22 communities across the state. In addition to financial support provided through a unique nine-year funding cycle, LiveWell Colorado provides significant technical assistance and opportunities for shared learnings and collaborations. The community initiatives program has directly benefited more than a million Coloradans.

LiveWell Garfield County

LiveWell Garfield County is a community-based initiative to increase healthy eating and active living (HEAL) in all of Garfield County. The initiative seeks to build and sustain a movement towards healthy and active communities by focusing on policy, the built environment and lifestyle changes. This nine-year initiative is funded by LiveWell Colorado and coordinated by the Garfield County HEAL Coalition.

Strategies & Goals

In 2013, the HEAL coalition will develop a community-supported strategic plan for healthy eating and active living that will address financial, institutional and cultural sustainability. The plan will provide a framework for creating a community driven initiative that supports healthy and active lifestyles for all of those who live, work, and play in Garfield County.

The long term result we seek is a significant reduction in the rates of obesity of our residents. This is particularly important to our lower income neighbors who are disproportionately impacted by this epidemic. During the planning phase of this process we will identify barriers to healthy eating and active living among our residents. We will engage community members to help create strategies to improve HEAL in a sustainable way. By mobilizing and empowering the community to create and implement its vision, all those who live, work, and play in Garfield County can enjoy the benefits of a community that promotes and sustains healthy and active lifestyles.



Coordinating Agency

The Garfield County Healthy Eating Active Living (HEAL) Coalition is the coordinating agency. Garfield County HEAL is a broad based community coalition that is committed to collaborating with our community to improve the places where we live, work, and play. We partner with all municipalities, schools and organizations in our county to enhance the built environment, promote civic engagement, and create healthier, more sustainable communities.

Population

More than 80% of the 56,270 people in Garfield County are clustered in six small towns along Interstate 70 and Highway 82. Garfield County's Hispanic population has doubled in the past 10 years, to 29% of the total. Tourism, construction and the oil & gas industry are the primary employers in the region although there has been a great slow down in these sectors, forcing many out of work. 9.2% of the population lives below the poverty level and on average 50% of students in Garfield County receive Free and Reduced Lunch.

Health Indicators & Disparities

Garfield County has identified some main factors related to obesity in our County that puts our local population at higher risk:

- Higher prevalence of obesity in the general population of Mexican-Americans, a population that has doubled in Garfield County in the past 10 years to over 16,000, mostly younger residents.
- Roughly 30% of the population is under the age of 18 years, including a higher percentage of 0-14 year olds than in surrounding communities. There has been an increase in the number of obese and overweight 2-5 year olds in Garfield County between 2005-2010 (Pediatric Nutrition Surveillance Survey Data).
- Increased obesity among low income families. In Garfield County 4,675 individuals are receiving SNAP benefits.

The Coalition

In February 2012 the Garfield County HEAL Coalition was formed to more strategically focus our collaborative efforts around the issues relating to obesity prevention in Garfield County. The HEAL Coalition represents a wide-ranging, multi-sector coalition including the medical community, public and private organizations, the County's three school districts, food policy and nutrition, members of the recreation and planning communities, and active transport. We continue to evaluate gaps in our membership and increase the involvement of community residents. Our HEAL Coalition is ever evolving.

Contacts: Christine Singleton & Sara Brainard, Community Coordinators
LiveWell Garfield County
970.945-6614
Livewell@garfield-county.com
www.livewellcolorado.org

The Plan

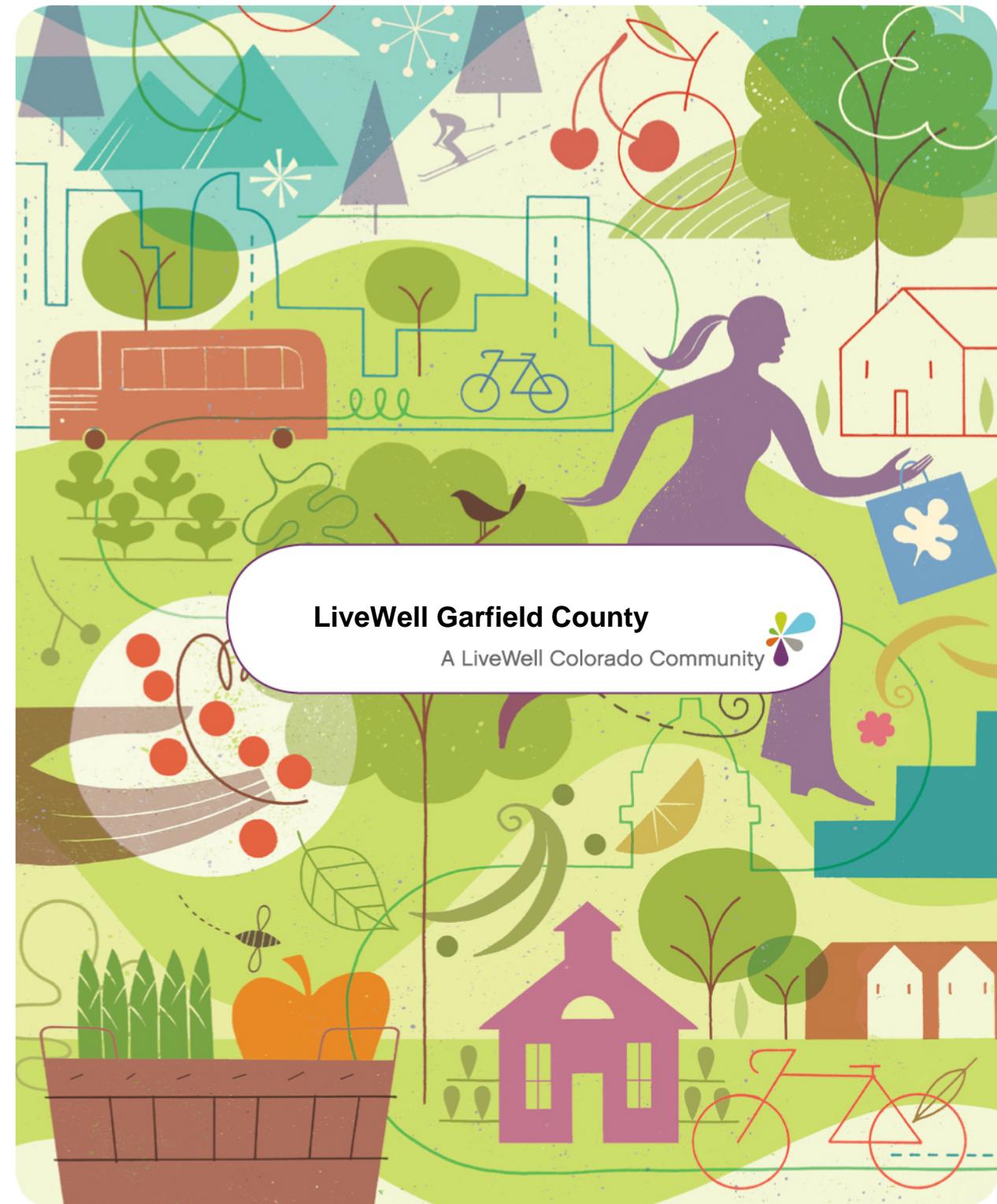
We will use community engagement to develop the strategies that will guide the methods and actions we will use to address healthy eating and active living in Garfield County. Community engagement will begin with the Garfield County HEAL Coalition surveying low income families around their barriers to healthy eating and active living. Our goal is to understand their challenges. When we better understand the challenges they face daily, we can take action that will resonate with residents that have the highest rates of health disparities.

We will also identify potential leaders in the low income community by accessing HEAL Coalition member's constituencies. This will be a vital part of our outreach efforts and will directly impact our long term goals of community involvement. We plan to implement a community health educator model. The citizen health educators that we identify are going to be people who live and work in low income neighborhoods and will be part of a network to facilitate educating their neighbors on issues of healthy eating and active living.

Another exciting area of focus for us is the PhotoVoice program. Tapping into the creative and insightful minds of our residents will help us focus resources on problem areas. We will tap into our population of students, parent mentors and educators to show us, via images, where the problems lie for them which will allow us to get to the heart of the problem and truly work on sustainable change in Garfield County.

"By engaging the residents of Garfield County and taking a systemic approach to healthy eating and active living, along with addressing the health disparities we face in regards to obesity, we feel we will achieve our mission of being the healthiest County in the State."

– Garfield County HEAL Coalition





To: Mayor and City Council; John Hier, City Manager
From: Lisa Cain, City Clerk
Date: Thursday, February 28, 2013
Subject: Liquor License Application – Jays

A LIQUOR LICENSE APPLICATION HAS BEEN RECEIVED FOR:

Walters Enterprises LLC d/b/a Jays
1530 Railroad Avenue, #C
Rifle, CO

Type of License: Hotel and Restaurant

Rifle Municipal Code §6-5-50 requires the Clerk, on behalf of the Liquor Licensing Authority, to investigate the following:

1. Whether the prohibitions contained in CRS §12-46-104 or §12-47-313 apply to the applicant
FINDING: The prohibitions in the referenced sections do not apply to Jays.
2. The number and type of outlets of a nature similar to the applicant's within one (1) mile in any direction of the proposed location
FINDING: There are 5 other locations within one mile with Hotel and Restaurant Licenses: El Kora Mexican Restaurant; Nacho's Mexican Dining; Wing Nutz Bar and Grill; Thai Chili Bistro; and Shanghai Garden

The application is complete and the fees for this application have been paid.

This hearing was properly noticed in the newspaper and on the premises.

The City has not yet received the results of a background check on the applicant's officer, Jay Walters.

Staff recommends that Council take one of the following actions with respect to this application:

1. Continue the public hearing to March 20, 2013, by which time the City might receive the results of the background check; or
2. Approve the application with these conditions:
 - a. That the City receive acceptable background check results on the applicant's officer; and
 - b. That required Building Department and Fire Department inspections take place before the applicant starts its operations.

Mr. Walters will attend the meeting on March 6 to answer questions that Council might have about the application.
Thank you.

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 <input type="checkbox"/> <input checked="" type="checkbox"/>												
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? <input type="checkbox"/> <input checked="" type="checkbox"/> (b) had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/> (c) had interest in another entity that had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/> 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. <input type="checkbox"/> <input checked="" type="checkbox"/>													
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? <input type="checkbox"/> <input checked="" type="checkbox"/>													
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. <input type="checkbox"/> <input checked="" type="checkbox"/>													
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? <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____ <input type="checkbox"/> <input type="checkbox"/>													
a. If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:													
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:35%; padding: 2px;">Landlord <u>SREI RAILROAD AVE</u></td> <td style="width:35%; padding: 2px;">Tenant <u>Jay Womels</u></td> <td style="width:30%; padding: 2px;">Expires <u>03-01-2015</u></td> </tr> </table>	Landlord <u>SREI RAILROAD AVE</u>	Tenant <u>Jay Womels</u>	Expires <u>03-01-2015</u>										
Landlord <u>SREI RAILROAD AVE</u>	Tenant <u>Jay Womels</u>	Expires <u>03-01-2015</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.													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:35%;">NAME</th> <th style="width:15%;">DATE OF BIRTH</th> <th style="width:20%;">FEIN OR SSN</th> <th style="width:30%;">INTEREST</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NAME	DATE OF BIRTH	FEIN OR SSN	INTEREST									
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 <input type="checkbox"/> <input type="checkbox"/>													
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 <input type="checkbox"/> <input type="checkbox"/>													
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 <input type="checkbox"/> <input type="checkbox"/> (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? <input type="checkbox"/> <input type="checkbox"/> (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? <input type="checkbox"/> <input type="checkbox"/>													
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 <input type="checkbox"/> <input type="checkbox"/>													
17a. Name of Manager (for all on-premises applicants) _____ (If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an Individual History Record (DR 8404-I). 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 <input type="checkbox"/> <input type="checkbox"/>													
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 <input type="checkbox"/> <input checked="" type="checkbox"/>													

**DEVELOPMENT AGREEMENT
FOR
LOTS 4 AND 5 OF MCLEARN ORCHARD LANDS**

THIS AGREEMENT made this ____ day of _____, 2013, by and between the CITY OF RIFLE, COLORADO, a home-rule municipality whose address is P.O. Box 1908, Rifle, CO 81650 (hereinafter "City") and JFS HOLDINGS LLC, a Colorado limited liability company whose address is 721 Estates Boulevard, Grand Junction, CO 81505, (hereinafter "Developer");

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real property located in the City of Rifle, Colorado described as Lots 4 and 5 of McLearn Orchard Lands, Filing 2 as shown on the plat recorded January 22, 1911 with the Garfield County Clerk and Recorder as Reception No. 41072 (the "Property"); and

WHEREAS, by Ordinance No. 3, Series of 2013, the City of Rifle rezoned the Property from Developing Resources (DR) Zone District to Light Industrial (LI) Zone District; and

WHEREAS, Developer wishes to develop the Property consistent with uses permitted in the LI Zone District which will require the construction of certain improvements in accordance with the requirements of Chapter 16 of the Rifle Municipal Code; and

WHEREAS, Developer has not submitted a proposed Site Plan for the Property for the Planning Department's review and approval; however, general improvements are required for any development of the Property and Developer and the City wish to enter into this Agreement describing the general terms and conditions of development of the Property allowing the rezoning of the Property pursuant to Ordinance No. 3, Series of 2013; and

WHEREAS, upon Developers application for Site Plan approval, additional information and conditions of approval specific to the Site Plan shall be appended to this Agreement as this Agreement shall control the construction of all improvements pursuant to such Site Plan at that time.

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

1. Recitals. The foregoing recitals are incorporated herein as material representations and acknowledgments of the parties.

2. Purposes. The purpose of this Agreement is to set forth the terms and conditions to be met by Developer upon the application for Site Plan approval, the construction of improvements subject to the Site Plan approval, and to set forth the fees to be paid by Developer upon development of the Property. All terms and conditions contained herein are in addition to all requirements of the Rifle Municipal Code, the City of Rifle Land Use Regulations (Title 16 of the Rifle Municipal Code), and state and federal statutes, and are not intended to supersede any

requirements contained therein, except where specifically provided in this Agreement.

3. Fees. In addition to any fees enacted by any ordinance of general applicability in the City, the following fees shall be paid to the City by Developer:

- A. Reimbursement of Costs. Developer hereby agrees to pay the City the actual costs to the City for engineering, surveying, and legal services rendered in connection with the site plan review for the Property. Developer shall also pay any fee required pursuant to the Rifle Municipal Code. Interest shall be imposed at rate of 1.5% per month on all balances not paid within thirty (30) days of the date of the statement. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.
- B. Water and Sewer Taps. Developer shall comply in full with Title 13 of the Rifle Municipal Code regarding tap fees for water and sewer service.

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

- A. Representations. All representations of Developer made in its application and in statements shall be considered conditions of approval with which Developer shall comply.
- B. Site Plan. A site plan for the Property shall be submitted to the City for initial development of the Property by September 15, 2013. As part of that Site Plan application, Developer shall comply with the following requirements of the Planning Department associated with the rezoning of the Property:
 - 1. Developer shall record a Plat Amendment(s) that accomplishes the following:
 - a. Shows the Right-of-Way dedicated to the City for future South 10th Street extension.
 - b. Demonstrate easements have been obtained to access both Lots 4 and 5, unless South 10th Street is extended as part of the Site Plan improvements.
 - c. Creates a lot line adjustment so that the boundary between Lot 4 and 5 is centered on the private access easement, unless South 10th Street is extended as part of the Site Plan improvements.
 - 2. Developer shall obtain approval from the Fire District on road design and turnaround.
 - 3. Developer shall obtain approval from the Last Chance Ditch Company on the access easement and roadway crossing over the ditch.
 - 4. The City shall review and approve the road design and specifications for the roadway and access to Lots 4 and 5.
 - 5. Developer shall address the issue of electrical easements encumbering the Property and what uses can occur within them.

6. Developer shall address any other issues that arise as required by Rifle Municipal Code and Staff upon site plan application.

- C. Revegetation and Landscaping. Developer shall landscape the Property pursuant to plans reviewed and approved by the City. Cost estimates of all landscaping shall be submitted to the City, guaranteed by the security required by this Agreement, and shall be considered a public improvement hereunder. Developer shall maintain and replace all landscaping as necessary to remain in compliance with the approved landscape plan, including maintenance of the southerly strip of land gated off from the developed portion of the Property.
- D. Easements/Maintenance of Drainage Facilities. Developer shall convey drainage and utility easements on the Property to the City as deemed necessary by the City. Developer agrees and acknowledges that all drainage and stormwater facilities on and serving the Property are private facilities for which Developer is responsible to maintain and repair. If Developer fails to maintain or repair such facilities, the City may, after written notice to Developer, maintain or repair such facilities and bill Developer for the costs of such work, which costs shall be a lien against the Property until paid in full.
- E. Mud and Debris. Developer shall implement measures to ensure that no mud or debris leaves the Property during construction.
- F. South 10th Street Special Improvement District. Developer agrees that the Property shall be subject to participation in any future special improvement district at the City's request for the construction of South 10th Street. The Property's participation in a special improvement district shall run with the land.

5. Pre-Construction Meeting. Upon the City's approval of a Site Plan and prior to construction, Developer shall hold a pre-construction meeting between the City Engineer and Public Works Director and Developer, its engineer and contractor for the purpose of discussing all construction issues that will be required for this project, including, but not limited to a staging plan for the City's review and approval.

6. Public Improvements. All water lines, water facilities, sewer lines, sewer facilities, hydrants, water or sewer distribution facilities, drainage structures, landscaping, gas lines, electrical facilities, cable T.V., telephone lines, utility systems, streets (public and/or private), lighting and signage required by this Agreement or shown on the Site Plan, as it may be amended (the "Public Improvements") shall be installed and completed at the expense of Developer.

- A. All Public Improvements required by this Agreement are shown on the Site Plan, and the estimated costs thereof, shall be identified on Exhibit A and attached hereto and incorporated herein by this reference. The Public Improvements shall be constructed in conformance with the plans and specifications submitted by Developer as part of the Site Plan application and approved by the City Public Works Director or his/her designee, including all supplemental plans and

specifications (all of which are on file at City Hall), the City of Rifle Public Works Manual then in effect, and the utility plan (hereinafter collectively referred to as "Plans and Specifications").

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

7. Construction Observation and Inspection.

- A. Construction Inspection by Developer. Developer shall be responsible for ensuring that its certified professional engineer provides construction inspection services as necessary to allow Developer's engineer to provide a stamped certification, when improvements are submitted to the City for acceptance, that the Public Improvements have been constructed in accordance with the Plans and Specifications approved by the City.

- B. Construction Observation by the City. The City shall have the right to make engineering observations at reasonable intervals and at Developer's expense during construction of the Public Improvements. Observation, acquiescence in or approval by any engineering inspector of the construction of any physical facilities, at any particular time, shall not constitute City approval of any phase of construction of the Public Improvements. City approvals shall be made only after completion of construction and in the manner hereinafter set forth. To assist the City in monitoring the installation of the Public Improvements, a supervisor employed by Developer's general contractor shall inspect the Public Improvements on at least a weekly basis, and shall provide the City Public Works Director or his/her designee with supervisor's field and inspection notes relating to the installation of the Public Improvements which have been reviewed and stamped by a professional engineer. The supervisor shall regularly apprise the City Public Works Director or his/her designee of the status of the work on the Public Improvements. Further, Developer at its own expense shall have an approved geotechnical engineer monitor the methods of construction and backfill, to ensure such work is being completed in conformance with the approved Plans and Specifications, and accepted standards for such work. The geotechnical engineer shall conduct inspections and testing as directed by the City Public Works Director or his/her designee. The City agrees to respond to requests for interim inspections in a timely manner and to respond not later than ten (10) business days after a request for a final inspection. Nothing in this paragraph shall be construed to constitute an acceptance by the City of the Public Improvements, which approval and acceptance shall only occur pursuant to the specific provisions below.

- 8. Completion of Public Improvements; Approval. Developer shall complete all Public Improvements within one (1) year of the execution of this Agreement. Upon Developer's completion of construction of the Public Improvements, Developer's engineer shall certify in writing that the improvements have been completed in conformance with the Plans and

Specifications and submit to the City a completed acceptance checklist utilizing a form approved by the City. Thereafter, the City Public Works Director or his/her designee shall inspect the Public Improvements and certify in writing and with specificity their conformity or lack thereof to the Plans and Specifications. Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Plans and Specifications. Developer shall at its expense have "as-built" drawings prepared by a professional engineer and a registered land surveyor, which drawings shall include all legal descriptions the City may require. Developer shall also prepare a summary of the actual construction costs of all Public Improvements to be dedicated to the City. The "as-built" drawings and costs summary shall be forwarded to the City for review and approval.

Once the as-built drawings and costs summary are approved, and any and all corrections are completed, the City Public Works Director or his/her designee shall certify in writing that all Public Improvements are in conformity with the Plans and Specifications, and the date of such certification shall be known as the Acceptance Date. The City shall be under no obligation to provide any water or sewer service until all Public Improvements are brought into conformance with the Plans and Specifications and are certified and approved by the City Public Works Director or his/her designee pursuant to this Agreement. However, upon certification and approval, the City shall be obligated to provide water and sewer service to the Property, subject to all provisions of the Rifle Municipal Code, and in particular to the availability of water or sewer taps, which shall be on a first-come, first-served basis. The City does not guarantee an adequate number of taps will be available to serve the Property at the time Developer intends to proceed with development.

9. Acceptance; Conveyance. Within thirty (30) days of the Acceptance Date, the Owner shall execute a deed to the Town conveying all rights of way and easements required for the operation, maintenance, repair and replacement of the Public Improvements. Owner agrees to dedicate to the public and to convey or, with respect to off-site easements, to assign, to the Town, in such form as may be required by the Town, such easements and other rights as acquired by Owner as may be reasonably required for the construction of the Public Improvements. Such conveyance and dedication shall be free and clear of all liens and encumbrances that might adversely affect the use of the Public Improvements for their intended purpose. The Owner shall also execute a bill of sale conveying the Public Improvements to the Town, free and clear of all liens and encumbrances. All Public Improvements conveyed to the Town shall be warranted for a period of twelve (12) months from the Acceptance Date, as provided below.

10. Warranty. Developer shall warrant any and all Public Improvements and facilities which are conveyed to the City pursuant to this Agreement (i.e. water and sewer facilities and lines, drainage facilities) for a period of twelve (12) months from the Acceptance Date. Specifically, but not by way of limitation, Developer shall warrant that:

- A. The title conveyed shall be good and its transfer rightful;
- B. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and

- C. Any and all facilities so conveyed shall be free of any defects in materials or workmanship for a period of one (1) year, as stated above.
11. Performance Guarantee. The total amount of required security for the Public Improvements shall be as specified on Exhibit A.
- A. In order to secure the construction and installation of the Public Improvements above described, for which Developer is responsible, Developer shall upon execution of this Agreement, deposit with the City an amount equal to the estimated costs of said facilities as set forth on Exhibit A (the "Deposit"). The City shall retain the Deposit until all Public Improvements required hereunder are completed by Developer and accepted by the City, at which time the City shall release the Deposit to Developer without interest.
- B. Within ten (10) days of timely completion of the Public Improvements, and performance of the conditions and requirements of this Agreement secured by the performance guarantee, and upon the approval of the City Manager, the performance guarantee shall be released to Developer. If the improvements are not completed within the required time, the performance guarantee may be called by the City and the monies may be used to complete the improvements; provided, however, that if such guarantee is not sufficient to pay the actual costs, Developer shall be responsible for the balance.
- C. The required security for the Public Improvements is the amount mutually agreed upon by Developer and the City Engineer as set forth above. The parties agree that this amount does not necessarily reflect the City Engineer's estimate of what the actual cost to the City would be if the City were required to fund construction of all of the Public Improvements. In the event the costs of the Public Improvements exceed the amount set forth above, Developer shall be solely responsible for the actual cost. The purpose of Exhibit A is solely to determine the amount of security and shall be revised every twelve (12) months to reflect the actual costs, and the performance guarantee required by this Agreement shall be adjusted accordingly. No representations are made as to the accuracy of these estimates, and Developer agrees to pay the actual costs of all such Public Improvements.
- D. The parties expressly agree that Developer's preparation and submission to the City of "as-built drawings" and a summary of actual construction costs for the Public Improvements to be dedicated to the City--and approval by the City of the as-built drawings and summary--are essential requirements of this Agreement. In the event Developer fails to provide the as-built drawings and summary to the City thirty (30) days prior to the expiration of the performance guarantee or any extension thereof, such failure shall constitute a breach of this Agreement with regard to the completion of the Public Improvements, damages for which are impossible to ascertain, entitling the City to call upon the performance guarantee in an amount equal to ten (10%) percent of the total amount set forth on Exhibit A, which amount the City may retain as liquidated damages due to Developer's

breach. No releases to the letter of credit shall be granted by the City until such as-built drawings are provided and all improvements are accepted by the City.

12. Reserved.

13. Conditions of Building Permit / Certificate of Occupancy. In addition to all requirements of the Rifle Municipal Code and any requirements imposed by operation of state, federal, or local law, no building permits shall be issued for the Property until:

- A. This Agreement has been recorded in the Office of the Garfield County Clerk and Recorder, and a recorded copy is on file in the Office of the City Clerk.
- B. All Public Improvements have been accepted, or a performance guarantee to secure all Public Improvements has been provided in accordance with this Agreement.

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

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

- A. The refusal to issue to Developer any building permit or certificate of occupancy; provided, however, that this remedy shall not be available to the City until after the affidavit described below has been recorded;
- B. The recording with the Garfield County Clerk and Recorder of an affidavit, approved in writing by the City Attorney and signed by the City Manager or his designee, stating that the terms and conditions of this Agreement have been breached by Developer. At the next regularly scheduled City Council meeting, the City Council shall either approve the filing of said affidavit or direct the City Manager to file an affidavit stating that the default has been cured. An affidavit signed by the City Manager or his designee and approved by the City Council stating that the default has been cured shall remove this restriction;
- C. A demand that the security given for the completion of the Public Improvements be paid or honored;
- D. The refusal to consider further development plans on the Property; and/or
- E. Any other remedy available at law.

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

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

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

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

19. Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the parties and is the total integrated agreement between the parties.

20. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

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

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

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

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

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

26. Attorneys' Fees; Survival. Should this Agreement become the subject of litigation, the substantially prevailing party shall be entitled to, and the failing party shall pay, all reasonable attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys shall survive any termination of this Agreement.

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

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

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

Notice to City:

City of Rifle
P. O. Box 1908
Rifle, CO 81650

With copy to:

Karp Neu Hanlon, P.C.
P. O. Drawer 2030
Glenwood Springs, CO 81602

Notice to Developer:

Mark Sills
721 Estates Boulevard
Grand Junction, CO 81505

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

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

CITY OF RIFLE, COLORADO

By: _____
City Manager

ATTEST:

Clerk

JFS HOLDINGS LLC

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this ____ day of _____, 2013, by _____ as _____ of JFS Holdings LLC.

WITNESS my hand and official seal.

My Commission expires: _____.

Notary Public

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 3
SERIES OF 2013**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, REZONING LOTS
4 AND 5 OF MCLEARN ORCHARD LANDS FROM DEVELOPING
RESOURCES (DR) ZONE DISTRICT TO LIGHT INDUSTRIAL (LI) ZONE
DISTRICT.

WHEREAS, Mark Sills (the “Applicant”) initiated a request to rezone Lots 4 and 5 of McLearn Orchard Lands, Filing 2 as shown on the plat recorded January 22, 1911 with the Garfield County Clerk and Recorder as Reception No. 41072 (the “Property”), from Developing Resources (DR) Zone District to Light Industrial (LI) Zone District; and

WHEREAS, the proposed rezoning of the Property matches the use and zoning of surrounding properties and corresponds with the City’s development efforts; and

WHEREAS, on January 23, 2013, the City of Rifle Planning Commission considered the rezoning application for the Property and recommended that the Property be rezoned Light Industrial (LI) Zone District if Applicant satisfies certain conditions as recommended by the City of Rifle Planning Commission in the Staff Report (“Staff Report”) incorporated herein by reference; and

WHEREAS, the City Council reviewed the rezoning application at its February 20, 2013 and March 6, 2013 meetings and agreed with the Planning Commission’s findings and desires to rezone the Property as Light Industrial (LI) Zone District if the Applicant satisfies the conditions identified in the Staff Report.

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

1. The aforementioned recitals are hereby fully incorporated herein.
2. The Applicant shall, by September 15, 2013 and following review and approval by the City pursuant to the Rifle Municipal Code, record a Plat Amendment that satisfies the Planning Commission’s recommendations as identified in the Staff Report. Upon satisfaction of those conditions, this Ordinance shall be recorded with the Garfield County Clerk and Recorder evidencing such satisfaction of conditions and the rezoning of the Property will become effective at that time.
3. Within thirty (30) days after the effective date of the rezoning of the Property as set forth in Section 2 above, the City Clerk shall incorporate the terms of this Ordinance into the Geographical Information System described in RMC §16-3-20 and shall cause a printed copy of the amendment to the City Zone District Map to be made, which shall be dated and signed by the Mayor and attested to by the City Clerk and which shall bear the seal of the City. The amended Map shall include the number of this Ordinance. The signed original printed copy of the Zoning Map shall be filed with the City Clerk. The Clerk shall also record a certified copy of this Ordinance with the Garfield County Clerk and Recorder. The City staff is further directed

to comply with all provisions of the Rifle Land Use Regulations, RMC §16-1-10, *et seq.*, to implement the provisions of this Ordinance.

INTRODUCED on February 20, 2013, read by title, passed on first reading, and ordered published as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on March 6, 2013, passed without amendment, approved, and ordered published in full as required by the Charter.

DATED this _____ day of _____, 2013.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 4
SERIES OF 2013**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, ADOPTING A
TEMPORARY BAN ON MARIJUANA ESTABLISHMENTS IN THE CITY
PURSUANT TO THE NEWLY ENACTED SECTION 16 OF ARTICLE XVIII
OF THE COLORADO CONSTITUTION (AMENDMENT 64).

WHEREAS, Colorado voters recently passed Amendment 64, which amended Article XVIII of the Colorado Constitution by the addition of a new section 16 regarding the personal use and regulation of marijuana; and

WHEREAS, Amendment 64 calls for the Colorado Department of Revenue to issue new regulations for marijuana establishments by July 1, 2013; and

WHEREAS, pursuant to Article XVIII, § 16(5)(f) of the Colorado Constitution, the City may “prohibit the operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, or retail marijuana stores through the enactment of an ordinance”; and

WHEREAS, it is the desire of the City Council that City staff evaluate the regulations adopted by the Department of Revenue and study the effects of such marijuana establishments, considering the City’s existing land use regulations and master plan, and thereafter provide information to the City Council as to whether such uses should be permitted at any location in the City; and

WHEREAS, City staff needs sufficient time to gather information and study the effects of marijuana establishments and the zone districts in which they should be permitted, if at all, and evaluate the scope and effectiveness of state regulations once they are adopted; and

WHEREAS, during such time, the Rifle City Council finds and determines that it is the best interest of the public health, safety and welfare for the City to adopt a temporary ban on the location of marijuana establishments in the City.

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

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

Section 2. It is unlawful for any person to operate, cause to be operated or permit to be operated in the City a marijuana establishment and marijuana establishments are hereby prohibited at any location in the City; provided, however, nothing in this Ordinance prohibits or restricts the lawful operation of any medical marijuana center, optional premises cultivation operation or infused products manufacturer licensed pursuant to Article VIII of Chapter 6 of the Rifle Municipal Code.

Section 3. For purposes of this Ordinance, the following terms shall have the following meanings:

a. “Marijuana” means all parts of the plant of the genus cannabis whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin, including marijuana concentrate, but excluding industrial hemp, fiber produced from the stalks, oil, or cake made from the seeds of the plant, sterilized seed of the plant which is incapable of germination, or the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink or other product.

b. “Marijuana establishment” means and includes a marijuana cultivation facility, a marijuana testing facility, a marijuana product manufacturing facility, a retail marijuana store and a marijuana club.

c. “Marijuana cultivation facility” means a facility licensed to cultivate, prepare and package marijuana and sell marijuana to retail marijuana stores, to marijuana product manufacturing facilities, and to other marijuana cultivation facilities, but not to consumers.

d. “Marijuana testing facility” means a facility licensed to analyze and certify the safety and potency of marijuana.

e. “Marijuana product manufacturing facility” means a facility licensed to purchase marijuana; manufacture, prepare and package marijuana products; and sell marijuana and marijuana products to other marijuana product manufacturing facilities and to retail marijuana stores, but not to consumers.

f. “Retail marijuana store” means a facility licensed to purchase marijuana from marijuana cultivation facilities and marijuana and marijuana products from marijuana product manufacturing facilities and to sell marijuana and marijuana products to consumers.

g. “Marijuana club” means a place not used for residential purposes where individuals gather to consume or grow marijuana, regardless of whether such place calls itself private or public or charges an admission or membership fee.

Section 4. This Ordinance is intended to be temporary in nature, and as such, this Ordinance shall be in effect from its effective date until October 1, 2013 unless earlier repealed or amended.

Section 5. If any part, section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not effect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed this Ordinance, and each part, section, subsection, sentence, clause or phrase thereof, regardless of

the fact that any one or more parts, sections, subsections, sentences, clauses or phrases be declared invalid.

Section 6. The City further determines that the adoption of this Ordinance is in the best interests and necessary to protect the health, safety and welfare of the citizens of the City of Rifle. The City also hereby finds, determines and declares that it has the power to adopt this Ordinance pursuant to the Article XX of the Colorado Constitution, the Home Rule Charter of the City of Rifle and the Local Government Land Use Control Enabling Act, Article 20 of Title 29, C.R.S. Section 31-15-401, C.R.S. (concerning municipal police powers), and Section 31-15-501 (concerning municipal power to regulate businesses).

INTRODUCED on March 6, 2013, 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 March 20, 2013, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this ____ day of _____, 2013.

CITY OF RIFLE, COLORADO

BY _____

Mayor

ATTEST:

City Clerk

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 5
SERIES OF 2013**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING SECTIONS 10-8-20 and 10-8-130 OF THE RIFLE MUNICIPAL CODE TO RECONCILE THE RIFLE MUNICIPAL CODE WITH THE NEWLY ENACTED SECTION 16 OF ARTICLE XVIII OF THE COLORADO CONSTITUTION (AMENDMENT 64).

WHEREAS, Colorado voters recently passed Amendment 64, which amended Article XVIII of the Colorado Constitution by the addition of a new section 16 regarding the personal use and regulation of marijuana; and

WHEREAS, Amendment 64 permits the possession, use display, purchase or transportation of marijuana accessories and one ounce or less of marijuana by persons twenty-one (21) years of age and older; and

WHEREAS, Amendment 64 allows possessing, growing, processing or transporting no more than six marijuana plants, with three or fewer being mature, flowering plants, and possession of the marijuana produced by the plants on the premises where the plants were grown, provided that the growing takes place in an enclosed, locked space, is not conducted openly or publicly, and is not made available for sale; and

WHEREAS, Amendment 64 allows local governments to prohibit the possession of marijuana and marijuana accessories by persons under the age of twenty-one (21) years and to prohibit the open and public consumption of marijuana by persons of any age; and

WHEREAS, it is the desire of the Rifle City Council to pass legislation reconciling the Rifle Municipal Code with Amendment 64.

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

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

Section 2. The following definition contained in Section 10-8-20 of the Rifle Municipal Code is hereby amended as set forth below. All other definitions contained in Section 10-8-20 shall remain unchanged.

10-8-20. Definitions.

Marihuana or marijuana means all parts of the plant ~~cannabis-sativa L.~~, whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound,

manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin, including marijuana concentrate, but the term does not include industrial hemp, nor does it include ~~It does not include~~ the mature stalks of the plant, the fiber produced from the stalks, oil, or cake made from the seeds of the plant, ~~or~~ sterilized seed of the plant which is incapable of germination, or the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other product. ~~if these items exist apart from any other item defined as marijuana herein.~~

Section 3. Section 10-8-20 of the Rifle Municipal Code is hereby amended to add the following definitions. All other definitions contained in Section 10-8-20, except as modified by this ordinance, shall remain unchanged.

10-8-20. Definitions.

Marijuana accessories means any equipment, products, or materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, composting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, vaporizing, or containing marijuana, or for ingesting, inhaling, or otherwise introducing marijuana into the human body.

Marijuana products means concentrated marijuana products and marijuana products that are comprised of marijuana and other ingredients and are intended for use or consumption, such as, but not limited to, edible products, ointments, and tinctures.

Openly or publicly means the consumption or growing of marijuana in a place commonly or usually open to or accessible by the general public, or to which members of the general public may resort, including without limitation public ways, streets, sidewalks, alleys, bicycle paths, trails, golf courses, public buildings, parks, open spaces, parking lots, shopping centers, places of business usually open to the general public, and automobiles or other vehicles in or upon any such place or places, but excluding the interior or enclosed yard area of private homes, residences, condominiums or apartments. For purposes of this Section, “openly or publicly” expressly includes the consumption or growing of marijuana in any place not used for residential purposes where individuals gather to consume or grow marijuana, regardless of whether such place calls itself private or public or charges an admission or membership fee.

Section 3. Section 10-8-130 of the Rifle Municipal Code is hereby repealed and reenacted to read as follows:

10-8-130. Possession of marijuana, marijuana products, and marijuana accessories.

(a) Unlawful Acts. It is unlawful:

(1) For any person to use, display, purchase, transport, possess, or transfer more than one ounce of marijuana in the City; or

(2) For any person to possess, grow, process, or transport in the City more than six (6) marijuana plants, with three (3) or fewer being mature, flowering plants. A person may possess the marijuana produced by these plants, provided that such possession is limited to the premises where the plants were grown and further provided that the growing takes place in an enclosed locked space and is not conducted openly or publicly or made available for sale.

(3) For a person under the age of twenty-one (21) to use, display, purchase, transport, possess, or transfer marijuana, marijuana products, or marijuana accessories anywhere in the City.

(4) For a person twenty-one (21) years of age or older to use, display, purchase, transport, possess, or transfer marijuana, marijuana products, or marijuana accessories in the City for any reason other than personal use.

(5) For a person twenty-one (21) years of age or older to purchase on behalf of, transfer to, or otherwise assist a person under the age of twenty-one (21) in obtaining marijuana, marijuana products or marijuana accessories in the City.

(6) For any person to openly or publicly consume or grow marijuana or to consume marijuana in a manner that endangers others in the City.

(b) Penalty.

(1) A violation of this Section is a Class A municipal offense. Violators of this Section shall be punishable as set forth in Title 10 Chapter 1 of this Code.

(2) It shall be an affirmative defense to a prosecution under this Section that a person is in possession of a valid registry identification card authorizing the medicinal use of marijuana issued by the State, so long as consumption or use does not occur in a public place.

Section 4. The City Council hereby finds, determines, and declares that this ordinance is necessary and proper for the health, safety, and welfare of the City of Rifle and the inhabitants thereof.

INTRODUCED on March 6, 2013, 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 March 20, 2013, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this ____ day of _____, 2013.

CITY OF RIFLE, COLORADO

BY _____

Mayor

ATTEST:

City Clerk

**UTILITY
DEPARTMENT
INTEROFFICE MEMO**



H2O Wastewater

TO: City Council

FROM: Dick Deussen, Director of Utilities

DATE: February 27, 2013

RE: Award of Biosolids Action Plan

Staff recommends award of the Biosolids Action Plan to Stantec Consulting in the amount of \$46,000. This amount is funded by the City and the Federal Mineral Lease District in the amount of \$50,000 on a 50-50 match. The cost to the City will be 50% of the cost for the Action Plan and is included in the budget as line item 320-4325-400-320.

Four engineering firms submitted proposals and they were reviewed and ranked by a team of City staff. Evaluation considered experience, being familiar with the issues, meeting the timeline, creativity, scope and fee.

Two of the highest ranked firms were interviewed by the team. Stantec's proposal was considered to be more comprehensive as the work proposed also included co-mingling or processing of solids from the new water plant as well as the existing wastewater plant and included a public meeting with citizens/stakeholders. They also prepared similar plans for the Cities of Grand Junction, Brush, Crested Butte and Florence in Colorado.

The proposed Project Manager, Greg Woodward, is Chairman of the Water Environment Federation, Biosolids Committee and is thoroughly familiar with the State and Federal regulations on biosolids. Included as a consultant to Stantec is Mike Scharp of Parker Ag (this firm removed biosolids from the Rifle NWWTP lagoons) who specializes in reclamation and rangeland/farmland disposal.

**UTILITY
DEPARTMENT
INTEROFFICE MEMO**



H2O Wastewater

TO: City Council

FROM: Dick Deussen, Director of Utilities

DATE: February 27, 2013

RE: 2013 Sewer Cleaning and Televising

Bids for the referenced project were opened on February 21 with six contractors submitting prices. As shown on the attached tabulation, TES Inc. was the low bidder.

The project involves cleaning and televising sewer mains (not services) in the Downtown, Highlands east, Homestead, Promontory, North Pasture, Arabian Heights and Scalzo Addition areas, similar to the work performed in 2011. The sewer footage to be cleaned totals over 85,000 feet. In 2011, the cost per foot averaged \$1.00 whereas the low bid this year averaged \$0.77, a 22% reduction.

We will notify all residents in the area using door hangers as well as placing ads in the newspaper prior to performing the work. The contractor is responsible for traffic control and will carry insurance for any damage to property.

The budget for this work in the Wastewater Operations Fund is \$100,000 (line item 320-4325-400-432).

Staff requests Council to award the 2013 Sewer Cleaning and Televising Contract to TES, Inc. in the amount of \$71,617.00. The work will begin and should be completed within the next four months.

**UTILITY
DEPARTMENT
INTEROFFICE MEMO**



H₂O Water

TO: City Council

FROM: Dick Deussen, Director of Utilities

DATE: February 27, 2013

**RE: Purchase Rifle Regional Water Purification Facility
Membranes**

In 2011, The City entered into an agreement with ZENON Environment Corporation c/o GE Water & Process Corporation (Seller) to purchase:

1. Pilot Test of Membranes
2. Shop Drawings for Membrane System
3. Stage 1 and Stage 2 Membrane System, Spare Parts, Installation supervision, Testing, Startup and O&M Manuals (goods)

The first two items were purchased at a price of \$200,000 and the work has been completed. The City agreed to purchase the third item at a cost of \$3,113,800 plus Consumer Price Index (CPI) + 1% beyond the date of March 31, 2012. Also, the City agreed that beyond March 31, 2013 the purchase price would be adjusted and subject to renegotiation and mutual agreement with Seller.

To avoid renegotiation, I request authorization to purchase these membranes prior to the date of March 31, 2013. We will send a Notice to begin Manufacturer of the Goods at a time to meet the installation requirements of the General Construction Contractor. Once the General Contractor is selected, we will assign the contract for all work to be performed by the Seller to the General Contractor. However, the City will pay for the cost plus CPI + 1% to the Seller.

Please authorize the purchase of the membranes from GE in an amount not to exceed \$3,113,800 plus CPI + 1%. For every 1% increase in the CPI the cost increases by approximately \$60,000. Presently, the CPI has increased from March 31, 2012 through January 2013 by 0.8%. Reimbursement of cost is included in the loan amount and shows in the line item for construction, 310-4333-400-724.



**UTILITY
DEPARTMENT
INTEROFFICE MEMO**



H2O Water



**UTILITY DEPARTMENT
INTEROFFICE MEMO**



H2O Water

TO: City Council
FROM: Dick Deussen, Director of Utilities *DD*
DATE: February 27, 2013
RE: Authorization to Purchase Wetlands Credits

To obtain a 404 Permit from the Army Corp of Engineers (ACOE) for disturbance to existing wetlands at the new water treatment plant site, we must purchase wetlands credits from the Spring Water Ranch (see attached email).

The funds needed to purchase these credits totals \$114,329.56 for 1.191 acres and 0.006 acres of stream mitigation credits as described in the attached invoice from Spring Water Ranch and the funds are available from the Water Capital Budget line item, 310-4333-400-320, in the amount of \$355,000.

Purchasing credits is considered to be more economical than on-site mitigation requiring planting of native plants and maintaining them over a long period of time, including ACOE inspections.

We request Council to authorize purchase of wetlands credits from Spring Water Ranch in an amount of \$114,329.56.

Dick Deussen

From: Gilfillan, Mark A SPK [Mark.A.Gilfillan@usace.army.mil]
Sent: Thursday, February 28, 2013 8:51 AM
To: Christie Blevins
Cc: Dick Deussen; mjvilla1@mac.com
Subject: RE: Rifle Raw Water Treatment Plant-SPK 201100253 (UNCLASSIFIED)

Classification: UNCLASSIFIED
Caveats: NONE

Dick,

Thank you for your call today to correct Special Condition #2 below. We may rearrange the numbering sequence with the mitigation as #1, compliance cert as #2 and the as-built drawings as #3.

Corrected wetland acreage impact is:

To mitigate for the loss of 1.197 acres of waters of the United States, you shall purchase 1.191 credits of in-kind wetland mitigation credits (1.069 acres palustrine emergent and 0.122 acre palustrine scrub/shrub) and also purchase 0.006 acre (approximately 263 linear feet) of in-kind stream mitigation credits at Spring Water Mitigation Bank. Evidence of this purchase shall be provided to the Corps prior to initiation of construction activities within waters of the U.S.

Mark Gilfillan
District Tribal Liaison/RD-PM
US Army Corps of Engineers-Sacramento District, Regulatory Division
400 Rood Avenue, Room 224, Grand Junction, Colorado 81501
Telephone: 970-243-1199, ext. 15(o), 970-241-2358(f), 970-250-7949(c)
mark.a.gilfillan@usace.army.mil

Information on the HQ Tribal Community of Practice.
<http://usace.army.mil/Missions/CivilWorks/TribalIssues.aspx>

Information on the Regulatory Program.
<http://www.spk.usace.army.mil/Missions/Regulatory.aspx>

-----Original Message-----

From: Christie Blevins [<mailto:cblevins@wetlandstudies.com>]
Sent: Wednesday, February 20, 2013 12:56 PM
To: Gilfillan, Mark A SPK
Cc: Dan Lucey; 'Dick Deussen'
Subject: RE: Rifle Raw Water Treatment Plant-SPK 201100253 (UNCLASSIFIED)

Hello Mark,

I have coordinated with Dick Deussen and we concur with the conditions below.

Thanks,
Christie

-----Original Message-----

From: Gilfillan, Mark A SPK [<mailto:Mark.A.Gilfillan@usace.army.mil>]
Sent: Tuesday, February 19, 2013 4:13 PM

To: Christie Blevins; Dick Deussen
Subject: Rifle Raw Water Treatment Plant-SPK 201100253 (UNCLASSIFIED)

Classification: UNCLASSIFIED
Caveats: NONE

We received the CDPHE-Water Quality Certification on February 13. Below are the permit special conditions I want to coordinate. Please provide any feedback and review for accuracy (excerpted from our draft Decision Document and will be integrated into your Individual Permit):

f. Special Conditions: The following special conditions will be included in the permit to ensure the project is not contrary to the public interest and complies with the 404 (b)(1) Guidelines:

1. To record the final project, within 60 days following completion of the authorized work you shall submit as-built drawings and a description of the work conducted on the project site and avoidance areas (i.e., wetland areas not impacted) to this office for review. The drawings shall be signed and sealed by a registered professional engineer and include the following:

a. The Department of the Army Permit number.

b. A plan view drawing of the location of the authorized work footprint (as shown on the permit drawings) with an overlay of the work as constructed in the same scale as the attached permit drawings. The drawing should show all "earth disturbance," wetland impacts, structures, and the boundaries of any avoidance areas. The drawings shall contain, at a minimum, 2-foot topographic contours of the entire site.

c. Ground photographs of the completed work. The camera positions and view-angles of the ground photographs shall be identified on a map, aerial photograph, or project drawing.

d. A description and list of all deviations between the work as authorized by this permit and the work as constructed. Clearly indicate on the as-built drawings the location of any deviations that have been listed.

2. To mitigate for the loss of 1.91 acres of waters of the United States, you shall purchase 1.91 credits of in-kind wetland mitigation credits (1.069 acres palustrine emergent and 0.122 acre palustrine scrub/shrub) and also purchase 0.006 acre (approximately 263 linear feet) of in-kind stream mitigation credits at Spring Water Mitigation Bank. Evidence of this purchase shall be provided to the Corps prior to initiation of construction activities within waters of the U.S.

3. To document project completion, you must sign the enclosed Compliance Certification and return it to this office within 60 days after completion of the authorized work

Mark Gilfillan
District Tribal Liaison/RD-PM
US Army Corps of Engineers-Sacramento District, Regulatory Division
400 Rood Avenue, Room 224, Grand Junction, Colorado 81501
Telephone: 970-243-1199, ext. 15(o), 970-241-2358(f), 970-250-7949(c)
mark.a.gilfillan@usace.army.mil

Information on the HQ Tribal Community of Practice.
<http://usace.army.mil/Missions/CivilWorks/TribalIssues.aspx>

Springwater Ranch Wetland Bank

Attn: Michael Villa
 PO Box 86
 Molina, CO 81646

INVOICE

INVOICE #02.13
 DATE: FEBRUARY 27, 2013

City of Rifle
 Dick Deussen, P.E., B.C.E.E.
 Director of Utilities
 City of Rifle
 202 Railroad Avenue
 Rifle, CO 81650

SHIP TO:**COMMENTS OR SPECIAL INSTRUCTIONS:**

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
M. Villa					Upon Receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1.197	1.197 Acres wetland Mitigation -SPK 2011-00253		\$113,669.56
4	Processing/closing Document Fee	165.00	\$660.00
SUBTOTAL			
SALES TAX			
SHIPPING & HANDLING			
TOTAL DUE			\$114,329.56

Make all checks payable to Springwater Ranch, LLC.
 If you have any questions concerning this invoice, contact Michael J. Villa

Thank you for your business!