



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

City Hall  
City Council Chambers  
202 Railroad Avenue  
Rifle, CO

Cablecast Live on  
Comcast Channel 10

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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.

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**REGULAR MEETING  
May 1, 2013**

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

6:00 P.M. Ute Event Center Remodel Update (Matt Sturgeon)

**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 April 17, 2013 Regular Meeting  
B. Liquor License Renewals: Kum & Go #4924; Thai Chili Bistro;  
Choice Liquors  
C. March 2013 Sales Tax Report  
D. February 2013 Financial Report  
E. 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. Presentation to retiring City Manager John Hier from Rifle Area Chamber of Commerce (Frank Ladd)
- 7:20 p.m. 6. Presentation to Mr. Hier from City Council (Mayor Miller)
- 7:30 p.m. 7. Acknowledge Ken Plum's years of service to Planning and Zoning Commission (Mayor Miller)
- 7:35 p.m. 8. Proclamation – National Nursing Home Week (Mayor Miller)
- 7:40 p.m. 9. Consider awarding contract for Ute Event Center construction (Matt Sturgeon)
- 7:50 p.m. 10. Consider appointing Parks and Recreation Advisory Board Alternate Member (Aleks Briedis)
- 8:00 p.m. 11. Consider purchasing Operations & Maintenance Department truck (Bobby O'Dell)
- 8:10 p.m. 12. Consider bidding method for Rifle Water Treatment Plant (Jim Miller)
- 8:20 p.m. 13. Consider amending Chapter 16 to adopt Colorado Water Conservation Board flood regulations - Ordinance No. 7, Series of 2013 – 2<sup>nd</sup> reading (Jim Neu)
- 8:30 p.m. 14. Consider refinancing Street Improvement Bonds – Ordinance No. 8, Series of 2013 – 2<sup>nd</sup> reading (Charles Kelty)
- 8:40 p.m. 15. Consider adopting Vision, Mission, Goals, Strategic Plan (John Hier)
- 8:50 p.m. 16. Administrative Reports
  - A. City Manager Verbal Report
  - B. Other Reports
- 9:00 p.m. 17. Comments from Mayor and Council

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

**Next Regular Meeting of Council: May 15, 2013 at 7:00 p.m.**



**RIFLE CITY COUNCIL MEETING**

Wednesday, April 17, 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 Jay Miller.

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

**OTHERS PRESENT:** John Hier, City Manager; Matt Sturgeon, Assistant City Manager/Director of Planning; Lisa Cain, City Clerk; Jim Neu, City Attorney; Michael Churchill, Channel 10 Assistant Manager; Aleks Briedis, Recreation Director; Carlos Cornejo, Police Officer, and Officer Cornejo’s family; John Dyer, Police Chief; Wayne Edgeton, Assistant Recreation Director; Charles Kelty, Finance Director; Mike Kuper, Police Sergeant; Vaughn Miles, Administrative Sergeant; Bobby O’Dell, Public Works Superintendent; Tom Whitmore, Parks Director; Shelley Aibner; Dan Alvis; Susan Nichols Alvis; Stephanie Barnett; Gil Frontella; Krista Johnson; Mike McKibbin; Gary Miller; Cora Munson; Elissa Nye; Helen Rogers; Todd Saunders; Liz Stinson; Angela Strode; Sean Strode; and Sandy Vaccaro.

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

- A. Minutes from the April 3, 2013 Regular Meeting
- B. Liquor License Renewal: Cheermeister
- C. February Sales Tax Report
- D. Accounts Payable
- E. 2013 Intergovernmental Agreement for Mosquito Control

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

**CITIZEN COMMENTS AND LIVE CALL-IN**

There were no citizen comments or live call-ins.

**RECOGNIZE OFFICER CORNEJO FOR COMMUNITY WORK**

Police Chief John Dyer read a letter commending Police Officer Carlos Cornejo for his volunteer work to benefit the community.

**PROCLAMATION – ELKS NATIONAL YOUTH WEEK**

Todd Saunders, BPOE Lodge – Rifle Elks Lodge No. 2195, explained that the Lodge designates a week in May each year to honor America’s junior citizens for their service to the community. Mayor Miller read a proclamation declaring May 5 through May 11, 2013 as Youth Week.

Councilor K. Lambert moved to approve the proclamation; seconded by Councilor Sanborn. Roll Call: Yes – Carter, A. Lambert, K. Lambert, Rice, Sanborn, Winkler, Miller.

***PROCLAMATION – MUNICIPAL CLERKS WEEK***

Mayor Miller read a proclamation declaring May 5 through May 11, 2013 as Municipal Clerks Week.

Councilor Carter moved to approve the proclamation; seconded by Councilor Rice. Roll Call: Yes – Carter, A. Lambert, K. Lambert, Rice, Sanborn, Winkler, Miller.

***DISCUSS BALLOT QUESTION FOR RECREATION CENTER***

Angela Strode and Shelley Aibner, Co-Chairs of the Committee for a Rifle Community and Recreation Center, requested that Council direct staff to prepare a ballot question asking voters to approve a sales tax increase to construct a recreation center.

Cora Munson expressed her support for a recreation center.

After inquiry by Dan Alvis, Council and staff explained that there are insufficient funds generated by the existing Parks and Recreation sales tax to construct a recreation center.

Liz Stinson questioned whether voters would support a tax increase.

Council directed staff to prepare a ballot question for the September 2013 municipal election asking voters to approve a sales tax increase to construct a recreation center.

***CONSIDER PURCHASING OPERATIONS & MAINTENANCE DEPARTMENT TRUCK***

Council will consider this item at its meeting of May 1, 2013.

***CONSIDER PURCHASING ROLLER***

Public Works Superintendent Bobby O'Dell requested that Council award a contract in the amount of \$48,080 to Faris Machinery Company to purchase an asphalt roller. The City's existing asphalt roller has been in service for over 20 years.

Councilor Winkler moved to award a contract in the amount of \$48,080 to Faris Machinery Company to purchase an asphalt roller; seconded by Councilor A. Lambert. Roll Call: Yes – Carter, A. Lambert, K. Lambert, Rice, Sanborn, Winkler, Miller.

***CONSIDER PURCHASING POLICE DEPARTMENT VEHICLE***

Chief Dyer recommended replacing the Patrol K-9 vehicle, a 2006 pickup with over 140,000 miles on it, with a new vehicle. The low bid of \$29,941.68 was submitted by Columbine Ford.

Councilor A. Lambert moved to award a contract in the amount of \$29,941.68 to Columbine Ford to purchase a new fleet police vehicle; seconded by Councilor Rice. Roll Call: Yes – Carter, A. Lambert, K. Lambert, Rice, Sanborn, Winkler, Miller.

***CONSIDER REFINANCING STREET IMPROVEMENT BONDS – ORDINANCE NO. 8, SERIES OF 2013 – 1ST READING***

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF RIFLE, COLORADO, SALES AND USE TAX REFUNDING REVENUE BONDS, SERIES 2013**

Finance Director Charles Kelty reminded Council that during its March 6 workshop, it reviewed information related to refinancing the 2003 Sales Tax Street Improvement Bond Issue. Interest rates have decreased over the past several years. It is anticipated that refinancing these bonds will provide a cost savings to the City of

approximately \$200,000 to \$260,000 through 2018. City Attorney Jim Neu explained that proposed Ordinance No. 8, Series of 2013, would authorize the refinancing of the bonds.

Councilor Rice moved to approve Ordinance No. 8, Series of 2013, on first reading as presented and to order it to be published by title as required by Charter; seconded by Councilor A. Lambert. Roll Call: Yes – Carter, A. Lambert, K. Lambert, Rice, Sanborn, Winkler, Miller.

***CONSIDER AMENDING CHAPTER 16 TO ADOPT COLORADO WATER CONSERVATION BOARD FLOOD REGULATIONS - ORDINANCE NO. 7, SERIES OF 2013 – 2ND READING***

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING CHAPTER 16 ARTICLE 12 OF THE RIFLE MUNICIPAL CODE TO INCORPORATE THE RULES AND REGULATIONS FOR REGULATORY FLOODPLAINS IN COLORADO AS PROMULGATED BY THE COLORADO WATER CONSERVATION BOARD

Mr. Neu informed Council that staff was still looking at possible amendments to the Colorado Water Conservation Board Rules. Council will consider this item at its meeting of May 1, 2013.

***CONSIDER MUTUAL UNDERSTANDING (DEPARTMENT OF ENERGY AND CITY OF RIFLE) OF ACTIVITIES ON THE OLD RIFLE MILL SITE***

Assistant City Manager/Director of Planning Matt Sturgeon reported that the U. S. Department of Energy (DOE) would like to continue using the East UMTRA Site for a research and remediation project that will last for 5 years. He recommended that Council authorize the City Manager to grant permission to the DOE to use the property for this project.

Councilor A. Lambert moved to authorize the City Manager to sign the Letter of Understanding regarding the use of the East UMTRA Site (a.k.a. Old Rifle UMTRA Site) with the U. S. Department of Energy; seconded by Councilor K. Lambert. Roll Call: Yes – Carter, A. Lambert, K. Lambert, Rice, Sanborn, Winkler, Miller.

**ADMINISTRATIVE REPORTS**

City Manager John Hier reported to Council on the following issues: personnel recruitment; Spring Cleanup; spring activities by Streets and Parks Departments; Municipal Clerks Week; and his last meeting before retirement.

Mr. Sturgeon reported to Council about Spring Cleanup, improvements at the Energy Innovation Center, and Ute Theatre bids.

Recreation Director Aleks Briedis announced that the City was awarded a \$350,000 grant from the Garfield Federal Mineral Lease District for Deerfield Park.

Chief Dyer announced that Kirk Wilson had been promoted to Police Sergeant.

**COMMENTS FROM MAYOR AND COUNCIL**

Councilor K. Lambert noted that there would be a public reception for Mr. Hier's retirement on April 29 from 5 p.m. to 7 p.m. at the Grand River Conference Center.

Councilor K. Lambert was pleased to announce the arrival of his second grandchild.

Councilor Sanborn urged citizens to study closely and become informed about both sides of the Recreation Center tax issue. She also stressed the need to treat the issue proponents and opponents with respect. Mayor Miller also encouraged citizens to study the issue, because other citizens might find a way to fund the center's construction other than by increasing taxes.

Meeting adjourned at 8:05 p.m.

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Lisa H. Cain  
City Clerk

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Jay D. Miller  
Mayor



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

**From:** Lisa Cain, City Clerk

**Date:** Thursday, April 25, 2013

**Subject:** Liquor License Renewals

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

<u>Business Name/Address</u>	<u>Type of License</u>
Kum & Go LC d/b/a Kum & Go #4924 1248 Railroad Avenue	3.2% Beer Retail (Off Premises)
Thai Chili Bistro Inc d/b/a Thai Chili Bistro 115 East 3 <sup>rd</sup> Street	Hotel and Restaurant
Tedrex Inc d/b/a Choice Liquors 680 Wapiti Court	Retail Liquor Store

The following criteria have been met by these businesses:

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

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

**LIQUOR OR 3.2 BEER LICENSE  
 RENEWAL APPLICATION**

Fees Due	
Renewal Fee	\$96.25
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Amount Due/Paid	

KUM & GO #4924  
 6400 WESTOWN PKWY  
 WEST DES MONIES IA 50266-7709

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

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name KUM & GO LC		DBA KUM & GO #4924		
Liquor License # 12404240037	License Type 3.2% Beer Off Premises (city)	Sales Tax License # 12404240037	Expiration Date 5/6/2013	Due Date 3/22/2013
Street Address 1248 RAILROAD AVE RIFLE CO 81650-3325				Phone Number (970) 625 4179
Mailing Address 6400 WESTOWN PKWY WEST DES MONIES IA 50266-7709				
Operating Manager <i>Karen DeMason</i>	Date of Birth	Home Address	Phone Number	

- Do you have legal possession of the premises at the street address above?  YES  NO  
 Is the premises owned or rented?  Owned  Rented\* \*If rented, expiration date of lease 11/01/2015
- Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.  YES  NO  
**NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:** If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation.  YES  NO
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.  YES  NO See attached
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation.  YES  NO See attached
- SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4879: Affidavit - Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.

**AFFIRMATION & CONSENT**

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

Type or Print Name of Applicant/Authorized Agent of Business <i>Craig Bergstrom</i>	Title CFO
Signature <i>Craig Bergstrom</i>	Date 11/23/2013

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

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

Local Licensing Authority For	Date
Signature	Title
	Attest

Store #	Type	Offense	Violation Date	Fine	Associate	Comments
0902	Alcohol	2nd	05/03/2008		Lee Wolford	License was immediately suspended for 10 days as the imposition of the penalty from the 1st violation less than 6 months earlier that had been suspended pending the non-violation in the future.
0903	Alcohol	2nd	05/03/2008		Diana Stratton	License was immediately suspended for 10 days as the imposition of the deferred sentence for the 1st violation less than 6 months earlier.
0903	Alcohol	1st	02/01/2008			
0906	Alcohol	1st	09/29/2010	\$200.00	Caleb Mahon	Settlement Agreement and Fine sent 5/25/2011
0913	Alcohol	1st	10/07/2010	\$200.00	Gina Kussman	
0915	Alcohol	1st	06/05/2011		Peter Aldhurst	
0922	Alcohol	1st	10/30/2010	\$200.00	Mark Stegman	Settlement Agreement and Payment sent 5/25/2011
0927	Alcohol	3rd	10/29/2010	\$200.00	Braxton Jackson	5/16/11 - Sent payment of \$200 and Stipulation, Agreement and Order
0927	Alcohol	2nd	06/15/2007		Candace L. Henry	
0927	Alcohol	1st	06/25/2005	\$0.00	Victor David Runç	5 days abeyance commencing on 10/4/05; 40 hours service with Community Coalition; Failed to serve community Service - 2 days suspension March 6 & 7, 2007
0928	Alcohol	3rd	12/02/2011		Ryan Zywicki	10 day suspension
0928	Alcohol	1st	06/15/2007		Jose Demetrio Ortega-Renteria	
0928	Alcohol	2nd	12/21/2007		Devon Miller	
0930	Alcohol	1st	05/13/2009		Pamela Russell	
0933	Alcohol	1st	06/01/2012			Rec'd notice of Show Cause Hearing 7/12/12. Hearing is on 9/20/12.
0973	Alcohol	1st	10/07/2010	\$200.00	Derrick Gillen	Notified via e-mail by
0973	Alcohol	1st	12/01/2012		Kathy Kay Johns	5 days abeyance commencing on 10/4/05; 40 hours service with Community Coalition; Failed to serve community Service - 2 days suspension March 6 & 7, 2007
4951	Alcohol	1st	06/25/2005	\$0.00		

# Kum Go LC

## Colorado Store List

Store Number	Address	City	State	Zip	Phone
650	17970 Knollwood Drive	Monument	Colorado	80132	719-487-2696
657	2190 Vickers Drive	Colorado Springs	Colorado	80903	719-219-0324
658	6125 Barnes Rd	Colorado Springs	Colorado	80922	719-219-0685
663	5771 N Carefree Cir	Colorado Springs	Colorado	80917	719-219-0086
665	1206 Interquest Pkwy	Colorado Springs	Colorado	80921	719-219-0697
667	7385 Duryea Rd	Colorado Springs	Colorado	80920	719-445-5041
670	8050 Foutian Mesa Road	Fountain	Colorado	80817	719-382-9018
672	3025 Hancock Expressw	Colorado Springs	Colorado	80916	719-219-0726
900	16065 CO Highway 131	Yampa	Colorado	80483	970-638-4283
901	895 Yampa Ave	Craig	Colorado	81625	970-824-7325
902	1302 W Victory Way	Craig	Colorado	81625	970-824-2568
903	700 E Victory Way	Craig	Colorado	81625	970-824-2418
905	905 Main St	Silt	Colorado	81652	970-876-0683
906	10 Stone Quarry Rd	Battlement Mesa	Colorado	81635	970-285-5637
907	101 Ruby Ranch Rd	Silverthorne	Colorado	80498	970-468-0888
909	605 Park Ave	Kremmling	Colorado	80459	970-724-1105
910	366 71st Ave	Greeley	Colorado	80634	970-353-1110
912	30393 Kings Valley Dr	Conifer	Colorado	80433	303-816-0558
913	13799 Pacific Cir	Longmont	Colorado	80504	970-535-4601
914	7027 20th St	Greeley	Colorado	80634	970-330-8552
915	300 Harrison Ave	Leadville	Colorado	80461	719-486-3175
916	203 Mountain View Dr	Leadville	Colorado	80461	719-486-1221
919	317 E Main St	Rangely	Colorado	81648	970-675-2858
920	2032 Curve Plz	Steamboat Springs	Colorado	80477	970-871-3324
922	120 E 26th St	Rifle	Colorado	81650	970-625-2274
927	801 Castle Valley Blvd	New Castle	Colorado	81647	970-984-9618
928	80 Anglers Dr	Steamboat Springs	Colorado	80477	970-871-0753
929	59 Tamarisk Trl	Battlement Mesa	Colorado	81635	970-285-7381
930	2150 E Bridge St	Brighton	Colorado	80601	720-685-3161
931	2901 37th St	Evans	Colorado	80620	970-330-3206
933	115 Knobcone Dr	Loveland	Colorado	80538	970-669-2889
934	8150 6th St	Wellington	Colorado	80549	970-568-3173
935	103 Oakridge Dr	Gypsum	Colorado	81637	970-524-1833
937	4530 Old US Highway 6	De Beque	Colorado	81630	970-283-8635
938	308 Agate Ave	Granby	Colorado	80446	970-887-3031
940	70 W Bridge St	Brighton	Colorado	80601	303-659-9546
972	2375 Canyon Blvd	Boulder	Colorado	80302-5605	303-440-1457
973	127 Laura Way	Dacono	Colorado	80514	303-833-3935
975	1319 Miner St	Idaho Springs	Colorado	80452	303-567-2385
978	18 Market Dr	Eagle	Colorado	81631	970-328-0806
2925	39065 CO Highway 13	Meeker	Colorado	81641	970-878-5131
2926	2510 Gilstrap Ct	Glenwood Springs	Colorado	81601	970-947-1469
4904	230 W Jefferson Ave	Hayden	Colorado	81639	970-276-3625
4923	365 7th St S	Rifle	Colorado	81650	970-625-5045
4924	1248 Railroad Ave	Rifle	Colorado	81650	970-625-4179
4951	105 6th St	Glenwood Springs	Colorado	81601	970-945-7628

**LIQUOR OR 3.2 BEER LICENSE  
 RENEWAL APPLICATION**

Fees Due	
Renewal Fee	\$500.00
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Amount Due/Paid	

THAI CHILI BISTRO  
 115 E 3RD ST  
 RIFLE CO 81650-2317

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

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name <b>THAI CHILI BISTRO INC</b>		DBA <b>THAI CHILI BISTRO</b>		
Liquor License # <b>42603020000</b>	License Type <b>Hotel &amp; Restaurant (city)</b>	Sales Tax License # <b>42603020000</b>	Expiration Date <b>5/21/2013</b>	Due Date <b>4/6/2013</b>
Street Address <b>115 EAST 3RD STREET RIFLE CO 81650-2317</b>				Phone Number <b>(970) 625 8888</b>
Mailing Address <b>115 E 3RD ST RIFLE CO 81650-2317</b>				
Operating Manager <b>HEUNG WONG</b>	Date of Birth	Home Address	Phone Number	

- Do you have legal possession of the premises at the street address above?  YES  NO  
 Is the premises owned or rented?  Owned  Rented\* \*If rented, expiration date of lease 4-1-2018
- Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.  YES  NO  
**NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:** If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation.  YES  NO
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.  YES  NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation.  YES  NO
- SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit - Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.

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

Type or Print Name of Applicant/Authorized Agent of Business <b>HEUNG YU WONG</b>	Title <b>owner</b>
Signature 	Date <b>1-17-13</b>

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

Local Licensing Authority For	Date
Signature	Title
	Attest

**LIQUOR OR 3.2 BEER LICENSE  
 RENEWAL APPLICATION**

Fees Due	
Renewal Fee	\$227.50
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Amount Due/Paid	

**CHOICE LIQUORS  
 680 WAPITI CT  
 RIFLE CO 81650-3474**

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

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name <b>TEDREX INC</b>		DBA <b>CHOICE LIQUORS</b>		
Liquor License # <b>07714380000</b>	License Type <b>Liquor Store (city)</b>	Sales Tax License # <b>07714380000</b>	Expiration Date <b>7/20/2013</b>	Due Date <b>6/5/2013</b>
Street Address <b>680 WAPITI CT RIFLE CO 81650</b>				Phone Number <b>(970) 948 3420</b>
Mailing Address <b>680 WAPITI CT RIFLE CO 81650-3474</b>				
Operating Manager <b>Julie Weersman</b>	Date of Birth	Home Address	Phone Number	
<p>1. Do you have legal possession of the premises at the street address above? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO                  Is the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <u>April 1, 2015</u></p> <p>2. Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO  <b>NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:</b> If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.</p> <p>3. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>4. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>6. <b>SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:</b> Each person must complete and sign the DR 4679: Affidavit - Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.</p>				

**AFFIRMATION & CONSENT**

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

Type or Print Name of Applicant/Authorized Agent of Business <b>Julie Weersman</b>	Title <b>Manager</b>
Signature <i>Julie Weersman</i>	Date <b>4-10-13</b>

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

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

Local Licensing Authority For	Date
Signature	Title
	Attest



**MEMORANDUM**

To: John Hier, City Manager  
 From: Charles Kelty, Finance Director  
 Date: April 25, 2013  
 Subject: March 2013 Sales, Use, and Lodging Tax Report

Total Sales, Use, and Lodging Tax revenues, for the three months, ending March 31, 2013, is \$1,877,022, a 6% increase from the previous year's \$1,775,707.

Sales tax revenues are \$1,707,828 a 5% increase from the previous year's \$1,625,231. Building and Motor Vehicle Use Tax revenues are \$155,138, a 22% increase from the previous year's \$127,310. Lodging Taxes revenues are \$14,056 a 39% decrease from the previous year's \$23,165.

<b>Sales Tax Report</b>						
<b>Prior Year Comparison</b>						
<b>Business Category</b>	<b>For Sales in March</b>			<b>Year-to-Date</b>		
	<b>2012</b>	<b>2013</b>	<b>% Change</b>	<b>2012</b>	<b>2013</b>	<b>% Change</b>
<b>Bars and Restaurants</b>	\$ 56,556	\$ 58,910	4%	\$ 156,672	\$ 164,619	5%
<b>Car Parts and Sales</b>	43,994	37,932	-14%	109,942	122,668	12%
<b>Food</b>	72,606	84,520	16%	205,342	258,613	26%
<b>General Retail</b>	222,333	253,609	14%	586,669	672,028	15%
<b>Hardware</b>	46,480	41,612	-10%	86,441	86,095	0%
<b>Liquor Stores</b>	14,991	12,286	-18%	42,183	38,939	-8%
<b>Motels</b>	10,137	12,856	27%	32,929	35,885	9%
<b>Oil &amp; Gas</b>	102,880	28,019	-73%	205,989	102,002	-50%
<b>Leasing/Misc</b>	25,652	22,167	-14%	48,499	57,329	18%
<b>Utilities</b>	49,322	53,972	9%	150,566	169,649	13%
<b>Total Sales Tax</b>	<b>\$ 644,952</b>	<b>\$ 605,883</b>	<b>-6%</b>	<b>\$ 1,625,231</b>	<b>\$ 1,707,828</b>	<b>5%</b>



**Building and Motor Vehicle Use Taxes  
Prior Year Comparison**

Business Category	For Sales in March			Year-to-Date		
	2012	2013	% Change	2012	2013	% Change
Building Use Taxes	\$5,384	\$28,241	425%	\$14,855	\$43,604	194%
Motor Vehicle Use Taxes	39,263	49,875	27%	112,456	111,534	-1%
<b>Total Use Tax</b>	<b>\$ 44,647</b>	<b>\$ 78,116</b>	<b>75%</b>	<b>\$ 127,310</b>	<b>\$ 155,138</b>	<b>22%</b>

**Lodging Taxes  
Prior Year Comparison**

Business Category	For Sales in March			Year-to-Date		
	2012	2013	% Change	2012	2013	% Change
Lodging Taxes	\$7,172	\$3,882	-46%	\$23,165	\$14,056	-39%
<b>Total Lodging Tax</b>	<b>\$ 7,172</b>	<b>\$ 3,882</b>	<b>-46%</b>	<b>\$ 23,165</b>	<b>\$ 14,056</b>	<b>-39%</b>
<b>Total Sales, Use, Lodging Taxes</b>	<b>\$ 696,771</b>	<b>\$ 687,881</b>	<b>-1%</b>	<b>\$ 1,775,707</b>	<b>\$ 1,877,022</b>	<b>6%</b>





## MEMORANDUM

To: John Hier, City Manager  
From: Charles Kelty, Finance Director  
Date: April 25, 2013  
Subject: February 2013 Financial Reports

Attached are the Financial Reports for the two-months ending February 28, 2013. Below are a few comments:

- Page 1      **General Fund Revenues** – Total revenues are \$1,079,246, which compared to the prior year's \$1,091,134 is \$11,888 and 1% less.
- General Fund Expenditures** – Total expenditures are \$1,185,353, which compared to the prior year's \$1,169,975 is \$15,378 and 1% higher.
- Page 2      **Visitor Improvement Fund** – Total revenues are \$10,235, which compared to the prior year's \$16,467 is \$6,232 and 38% lower. Total expenditures are \$2,716, which compared to the prior year's \$888 is \$1,828 higher.
- Page 3      **Parks & Recreation Fund Revenues** – Total revenues are \$343,739, which compared to the prior year's \$344,621 is \$882 and 0.3% less.
- Parks & Recreation Fund Expenditures** – Expenditures are \$251,030, which compared to the prior year's \$261,263 is \$10,233 and 4% less.
- Page 4      **Water Fund Revenues** – Overall, revenues are \$554,729, which compared to the prior year's \$292,598 is \$262,131 higher. The main reason for the revenue increase is the  $\frac{3}{4}$ % Sales and Use Tax becoming effective January 1<sup>st</sup>. Revenues from the sales and use taxes collected was \$214,199.
- Water Fund Expenses** – Overall, total expenses are \$695,527, which compared to the prior year of \$420,951 is \$274,576 and 65% higher. Operating and Maintenance expenses are \$201,891 higher primarily due to debt service payments made for the water treatment plant. Water rights expenses are \$38,596 less than last year. Water System Improvements (Capital) expenses is \$111,282 higher than last year.
- Page 5      **Wastewater Fund Revenue** – Total revenues are \$430,626, which compared to the prior year's \$499,548 is \$68,922 and 14% less.
- Wastewater Expenses** – Total expenses were \$688,359, which compared to the prior year's \$929,557 is \$241,198 less.

**Sanitation Fund Revenues** – Total revenues are \$78,352, which compared to the prior year's \$81,659 is \$3,307 and 41% less.

**Sanitation Fund Expenses** – Total expenses are \$76,822, which compared to the prior year's \$83,769 is \$6,947 and 8% less.

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2013

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
GENERAL REVENUES	7,522,828.00	702,169.67	1,079,246.32	6,443,581.68	1,091,133.98
	7,522,828.00	702,169.67	1,079,246.32	6,443,581.68	1,091,133.98
<u>EXPENDITURES</u>					
MAYOR/COUNCIL	80,164.00	4,521.21	9,751.88	70,412.12	10,160.90
CITY CLERK	174,430.00	11,357.64	22,204.65	152,225.35	23,228.84
MUNICIPAL COURT	229,109.00	13,599.42	27,400.48	201,708.52	25,752.86
CITY MANAGER	177,033.00	14,232.14	26,560.66	150,472.34	24,891.32
GOVERNMENT AFFAIRS	167,347.00	226.10	7,132.51	160,214.49	17,974.43
FINANCE	473,186.00	42,211.24	90,689.44	382,496.56	71,074.80
ATTORNEY	231,000.00	16,801.49	35,055.89	195,944.11	38,105.76
PLANNING/ZONNING	770,087.00	31,189.12	74,224.57	695,862.43	83,140.54
CITY HALL	167,947.00	13,496.45	33,260.13	134,686.87	24,341.34
GROUNDS AND FACILITY MAINT.	77,794.00	6,198.84	14,661.97	63,132.03	4,246.97
COMMUNITY ACCESS TV	137,629.00	10,336.81	23,580.76	114,048.24	16,965.02
POLICE	2,308,241.00	171,203.74	333,473.55	1,974,767.45	318,232.20
JUSTICE CENTER BLDG. OPERATION	96,700.00	8,122.78	15,981.24	80,718.76	17,591.13
BUILDING INSPECTIONS	145,985.00	10,193.48	22,691.65	123,293.35	19,102.08
STREETS	1,025,816.00	67,946.32	140,856.60	884,959.40	158,235.02
CONSTRUCTION CREW - INHOUSE	222,911.00	5,025.11	15,042.08	207,868.92	29,141.08
PUBLIC WORKS	219,288.00	23,883.18	42,975.52	176,312.48	28,084.80
ANIMAL SHELTER	85,723.00	.00	20,930.75	64,792.25	43,684.70
CEMETERY O & H	75,167.00	4,131.58	8,321.44	66,845.56	7,538.03
SENIOR CENTER	527,520.00	24,109.05	49,595.28	477,924.72	57,398.06
PARK MAINTENANCE	.00	.00	.00	.00	17.80
NON DEPARTMENTAL	837,149.00	11,338.73	170,962.25	666,186.75	151,067.18
OPERATING TRANSFERS OUT	160,000.00	.00	.00	160,000.00	.00
	8,390,226.00	490,124.43	1,185,353.30	7,204,872.70	1,169,974.86
	( 867,398.00)	212,045.24	( 106,106.98)	( 761,291.02)	( 78,840.88)

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2013

VISITOR IMPROVEMENT FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
VISITOR IMPROVEMENT	114,715.00	3,102.58	10,235.30	104,479.70	16,467.22
	114,715.00	3,102.58	10,235.30	104,479.70	16,467.22
<u>EXPENDITURES</u>					
VISITOR IMPROVEMENT	131,365.00	3,000.00	2,716.23	128,648.77	887.59
	131,365.00	3,000.00	2,716.23	128,648.77	887.59
	( 16,650.00)	102.58	7,519.07	( 24,169.07)	15,579.63

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2013

PARKS & RECREATION

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
PARKS AND REC REVENUE	3,580,638.00	175,557.72	343,738.90	3,236,899.10	344,620.59
	3,580,638.00	175,557.72	343,738.90	3,236,899.10	344,620.59
<u>EXPENDITURES</u>					
RECREATION	495,879.00	33,495.79	67,751.59	428,127.41	68,397.05
POOL	188,053.00	294.19	556.85	187,496.15	589.19
RIFLE FITNESS CENTER	302,198.00	21,706.44	35,986.31	266,211.69	53,968.35
COMMUNITY EVENTS	102,110.00	4,161.63	8,335.54	93,774.46	4,386.48
PARK MAINTENANCE	1,035,104.00	47,117.14	90,648.67	944,455.33	88,973.52
PARKS CAPITAL	1,622,327.00	.00	.00	1,622,327.00	23.87
NON-DEPARTMENTAL	104,246.00	4,677.96	36,598.25	67,647.75	33,772.17
OPERATING TRANSFER OUT	71,917.00	5,576.42	11,152.84	60,764.16	11,152.84
	3,921,834.00	117,029.57	251,030.05	3,670,803.95	261,263.47
	( 341,196.00)	58,528.15	92,708.85	( 433,904.85)	83,357.12

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2013

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WATER REVENUE	4,415,849.00	300,103.21	551,383.47	3,864,465.53	271,810.01
WATER RIGHTS REVENUE	43,700.00	320.34	542.74	43,157.26	3,823.07
CAPITAL REVENUE	1,521,500.00	1,475.52	2,802.70	1,518,697.30	16,965.18
	<u>5,981,049.00</u>	<u>301,899.07</u>	<u>554,728.91</u>	<u>5,426,320.09</u>	<u>292,598.26</u>
<u>EXPENDITURES</u>					
WATER O&H	3,590,176.00	105,259.17	563,748.67	3,026,427.33	361,857.40
WATER RIGHTS	123,000.00	4,121.05	6,309.14	116,690.86	44,905.43
WATER SYSTEM IMPROVEMENTS	13,602,795.00	118,812.06	125,469.45	13,477,325.55	14,187.72
	<u>17,315,971.00</u>	<u>228,192.28</u>	<u>695,527.26</u>	<u>16,620,443.74</u>	<u>420,950.55</u>
	<u>( 11,334,922.00)</u>	<u>73,706.79</u>	<u>( 140,798.35)</u>	<u>( 11,194,123.65)</u>	<u>( 128,352.29)</u>

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2013

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WASTE WATER REVENUE	2,665,837.00	223,415.93	429,234.17	2,236,602.83	497,095.81
WASTE WATER REVENUE	20,000.00	774.47	1,391.73	18,608.27	2,452.18
	<u>2,685,837.00</u>	<u>224,190.40</u>	<u>430,625.90</u>	<u>2,255,211.10</u>	<u>499,547.99</u>
<u>EXPENDITURES</u>					
SEWER O&H	2,914,212.00	111,272.07	688,359.43	2,225,852.57	929,556.82
SEWER SYSTEM IMPROVEMENTS	185,000.00	.00	.00	185,000.00	.00
	<u>3,099,212.00</u>	<u>111,272.07</u>	<u>688,359.43</u>	<u>2,410,852.57</u>	<u>929,556.82</u>
	<u>( 413,375.00)</u>	<u>112,918.33</u>	<u>( 257,733.53)</u>	<u>( 155,641.47)</u>	<u>( 430,008.83)</u>

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2013

SANITATION FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
SANITATION FUND	487,703.00	40,534.48	78,352.21	409,350.79	81,659.22
	487,703.00	40,534.48	78,352.21	409,350.79	81,659.22
<u>EXPENDITURES</u>					
SANITATION	483,498.00	38,497.66	76,821.79	406,676.21	83,769.14
	483,498.00	38,497.66	76,821.79	406,676.21	83,769.14
	4,205.00	2,036.82	1,530.42	2,674.58	( 2,109.92)

## Report Criteria:

Summary report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>1003</b>						
<b>Action Shop Services, Inc</b>						
	SI72153	PROPANE	04/10/2013	11.96	.00	
	SI72163	FILTER AIR	04/11/2013	57.59	.00	
Total 1003:				69.55	.00	
<b>1018</b>						
<b>Valley Lumber</b>						
	78834	WEDGE ANCHOR	04/03/2013	68.99	.00	
	78896	FIBERGLASS HANDLE RAKE	04/04/2013	45.98	.00	
	78971	PLIER SNAP RING SET	04/08/2013	13.49	.00	
	79009	VERSATILE GRASS SEED	04/09/2013	12.99	.00	
	79020	WEDGE ANCHOR	04/09/2013	4.48	.00	
	79068	BATTERIES	04/10/2013	4.99	.00	
	79070	DOW FOAM SILL SEAL	04/10/2013	4.99	.00	
	79096	CONSTRUCTION FIR	04/11/2013	12.89	.00	
	79108	CONSTRUCTION FIR	04/11/2013	7.80	.00	
	79126	CLIP WIRE ROPE	04/12/2013	1.29	.00	
	79188	SAFETY TAPE	04/15/2013	13.74	.00	
	79190	CLIP WIRE ROPE	04/15/2013	11.92	.00	
	79203	NYLON DW SCREW ANCHOR	04/15/2013	20.35	.00	
	79233	GAV 90 STREET ELBOW	04/16/2013	42.74	.00	
	79238	CAULKGUN DRIPLESS	04/16/2013	7.99	.00	
	79313	MASON LINE	04/18/2013	19.27	.00	
	79316	RUB BRICK	04/18/2013	19.99	.00	
	79406	LAG BOLT	04/22/2013	1.40	.00	
	79440	COUPLING ABS	04/23/2013	9.37	.00	
Total 1018:				324.66	.00	
<b>1022</b>						
<b>Central Distributing Co</b>						
	942421	Supplies	04/03/2013	225.66	.00	
	943156	Supplies	04/10/2013	98.93	.00	
	943785	Supplies	04/17/2013	227.07	.00	
	943790	Supplies	04/17/2013	433.36	.00	
	943984	Supplies	04/18/2013	18.98	.00	
	944158	Supplies	04/19/2013	27.29	.00	
Total 1022:				1,031.29	.00	
<b>1055</b>						
<b>Columbine Ford, Inc</b>						
	223924	REPAIR	03/11/2013	319.61	.00	
Total 1055:				319.61	.00	
<b>1059</b>						
<b>Consolidated Electrical Distr</b>						
	4983-538323	REPL LENS	04/12/2013	182.93	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1059:				182.93	.00	
<b>1062</b>						
<b>Dana Kepner Company</b>						
	1371646-00	TOUCHCOUPLER	02/12/2013	1,940.44	1,940.44	04/19/2013
Total 1062:				1,940.44	1,940.44	
<b>1070</b>						
<b>Federal Express Corp</b>						
	2-228-67290	SHIPPING	04/04/2013	6.76	6.76	04/19/2013
	2-235-98882	SHIPPING	04/11/2013	136.35	136.35	04/19/2013
Total 1070:				143.11	143.11	
<b>1076</b>						
<b>Garfield County Treasurer</b>						
	041313	PLANNING COMMISIONER TRAI	04/13/2013	30.00	30.00	04/19/2013
Total 1076:				30.00	30.00	
<b>1087</b>						
<b>Grainger</b>						
	9118095612	SOCKET SAE	04/16/2013	7.25	.00	
Total 1087:				7.25	.00	
<b>1094</b>						
<b>Hy-way Feed &amp; Ranch Supply</b>						
	565462	25 GAL SPRAYER	04/15/2013	178.57	.00	
Total 1094:				178.57	.00	
<b>1097</b>						
<b>Johnson Construction Inc</b>						
	041813-PO727	EIC Phase II expansion, roads, uti	04/18/2013	276,720.09	.00	
Total 1097:				276,720.09	.00	
<b>1105</b>						
<b>Meadow Gold Dairies</b>						
	50213336	DAIRY PRODUCTS/SENIOR CT	04/09/2013	99.46	.00	
	50213361	DAIRY PRODUCTS/SENIOR CT	04/11/2013	36.00	.00	
	50213441	DAIRY PRODUCTS/SENIOR CT	04/16/2013	85.02	.00	
Total 1105:				220.48	.00	
<b>1110</b>						
<b>Napa Auto Parts</b>						
	269873	SILICONE BLACK	02/06/2013	25.99	25.99	04/19/2013
	271735	OIL FILTER	02/20/2013	20.70	20.70	04/19/2013
	274563	WARRANTY	03/12/2013	15.77-	.00	
	274832	FUEL FILTER	03/14/2013	38.99-	.00	
	277394	EXTENSN	04/01/2013	38.36	.00	
	277495	AIR FILTER	04/02/2013	36.96	.00	
	277498	OIL FILTER	04/02/2013	5.54	.00	
	277590	D-RING	04/02/2013	22.89	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	278482	TIRE MOUTING PASTE	04/08/2013	15.99	.00	
	278539	ADAPTER	04/09/2013	17.70	.00	
	278674	D-RING	04/09/2013	22.89-	.00	
	279082	FUEL FILTER	04/12/2013	70.05	.00	
	279098	BRUSH	04/12/2013	4.99	.00	
	279156	HOSE	04/12/2013	4.29	.00	
	279368	BATTERY	04/15/2013	233.98	.00	
	279734	BULB	04/17/2013	22.97	.00	
	279830	SCREW	04/17/2013	1.44	.00	
	280396	BRAKE PADS	04/22/2013	50.71	.00	
	280411	SADDLE BLANKET COVER	04/22/2013	61.13	.00	
	280425	4 TON UTILITY STAND	04/22/2013	109.00	.00	
	280463	AIR FRESHENER	04/22/2013	3.09	.00	
	280547	LT TRUCK ROTORS	04/23/2013	60.00	.00	
Total 1110:				728.13	46.69	
<b>1120</b>						
<b>Xcel Energy Inc</b>						
	0235163344	2515 W CENTENNIAL PKWY WR	04/01/2013	153.78	153.78	04/19/2013
	0235164964	2515 W CENTENNIAL PKWY BL	04/01/2013	150.34	150.34	04/19/2013
	0466288430	200 RAILROAD AVE	04/05/2013	329.28	329.28	04/19/2013
	0466300968	300 W 5TH ST UNIT PUMP	04/05/2013	106.77	106.77	04/19/2013
	0466713506	236 W 4TH ST	04/09/2013	43.24	43.24	04/19/2013
	0466735803	300 W 5TH ST UNIT STAGE	04/09/2013	83.72	83.72	04/19/2013
	363319879	2515 W CENTENNIAL PKWY W	04/01/2013	4,642.27	4,642.27	04/19/2013
	364609019	ST LIGHTS MAINT EXP	04/11/2013	13,788.50	13,788.50	04/19/2013
	465404652	TRAFFIC LIGHT	04/01/2013	78.11	78.11	04/19/2013
	465404653	CLOCK	04/01/2013	5.59	5.59	04/19/2013
	465404959	SPRINKLER/FLASHER	04/01/2013	20.36	20.36	04/19/2013
Total 1120:				19,401.96	19,401.96	
<b>1132</b>						
<b>Rifle Lock &amp; Safe</b>						
	32377	KEYS	04/09/2013	164.50	.00	
	32382	LOCKS	04/12/2013	16.48	.00	
Total 1132:				180.98	.00	
<b>1143</b>						
<b>Swallow Oil Company</b>						
	033113.	CAR WASH	03/31/2013	23.50	.00	
	033113..	CAR WASH-137835	03/31/2013	6,009.53	.00	
	041513	DIESEL /FLEET	04/15/2013	4,391.47	.00	
Total 1143:				10,424.50	.00	
<b>1188</b>						
<b>Jean's Printing</b>						
	130517	printing	02/26/2013	9.93	9.93	04/19/2013
Total 1188:				9.93	9.93	
<b>1249</b>						
<b>Berthod Motors Inc</b>						
	163210	SUPPLIES	01/01/2013	108.00	.00	
	163213	SUPPLIES	01/01/2013	50.50-	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	164820	BLACK SPRAY	04/11/2013	57.54	.00	
Total 1249:				115.04	.00	
<b>1256</b>						
<b>Resource Engineering, Inc</b>						
	12261	341-1.10 BEAVER CRK RAW W	03/31/2013	1,445.25	.00	
	12262	341-10.32-BARGATH, LLC	03/31/2013	36.50	.00	
Total 1256:				1,481.75	.00	
<b>1258</b>						
<b>Hach Company</b>						
	8150370	ALCONOX DETERGENT PWD	02/13/2013	83.95	.00	
	8182468	PURIFICATION PACK FOR DQ3	03/04/2013	1,058.00	.00	
	8241914	SULFURIC ACID	04/09/2013	345.36	.00	
	8248548	PHOSPHRUS	04/12/2013	93.98	.00	
	8254962	NITRATE TNT	04/17/2013	32.15	.00	
Total 1258:				1,613.44	.00	
<b>1339</b>						
<b>Grand Junction Pipe &amp; Supply</b>						
	3009945	MARKING PAINT BLUE	04/11/2013	390.00	.00	
	3012355	CURB BOX LID SOLID	04/18/2013	172.37	.00	
	3012356	METER RESTTER	04/18/2013	306.00	.00	
Total 1339:				868.37	.00	
<b>1407</b>						
<b>Usa Blue Book</b>						
	925376	SERVICE BOX CROSS WRENC	04/04/2013	65.94	.00	
	927874	USABB ENCLOSED THERMOM	04/08/2013	57.78	.00	
	928485	USABB ENCLOSED THERMOM	04/08/2013	267.62	.00	
	931388	SWIVEL JOINT	04/11/2013	229.06	.00	
Total 1407:				620.40	.00	
<b>1671</b>						
<b>Roto-rooter Services Inc</b>						
	358607	PUMP GREASE TRAP	04/02/2013	1,437.00	.00	
Total 1671:				1,437.00	.00	
<b>1692</b>						
<b>A-1 Traffic Control</b>						
	29885	SIGN RENTAL	04/08/2013	72.00	.00	
Total 1692:				72.00	.00	
<b>1768</b>						
<b>Faris Machinery Company</b>						
	PS0004709-1	LATCH SEALED LEVER	04/03/2013	169.58	.00	
Total 1768:				169.58	.00	
<b>1830</b>						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>Grand Valley Foods</b>						
	126095	FOOD PRODUCT/SR CENTER	04/12/2013	454.47	.00	
	126168	FOOD PRODUCT/SR CENTER	04/19/2013	636.02	.00	
Total 1830:				1,090.49	.00	
<b>2181 Nalco Chemical Company</b>						
	97380368	Drum 210 LITER	04/16/2013	2,158.80	.00	
Total 2181:				2,158.80	.00	
<b>2184 Savage Land Co</b>						
	040413	REFUND- DEPOSIT-412 PARK A	04/04/2013	420.00	420.00	04/19/2013
Total 2184:				420.00	420.00	
<b>2343 Mountain Pest Control</b>						
	0315330	PEST CONTROL	04/10/2013	50.00	.00	
	0315331	PEST CONTROL	04/10/2013	66.00	.00	
Total 2343:				116.00	.00	
<b>2353 Colo Dept. Of Revenue</b>						
	033113	2013 STATE AND COUNTY TAX	03/31/2013	109.00	109.00	04/19/2013
Total 2353:				109.00	109.00	
<b>2370 B&amp;b Landscape/jerry Baysinger</b>						
	004176	REMOVED TREES	04/18/2013	225.00	.00	
Total 2370:				225.00	.00	
<b>2469 Pinnacol Assurance</b>						
	16573248	POLICY #9685	03/06/2013	220.77	220.77	04/19/2013
Total 2469:				220.77	220.77	
<b>2497 Techdepot/Solution 4Sure</b>						
	B1304334V1	HP YELLOW TONER CRTG COL	04/02/2013	353.58	.00	
Total 2497:				353.58	.00	
<b>2542 Sexton Survey Company</b>						
	5033	SURVEY-NEW WATERLINE	04/22/2013	1,800.00	.00	
Total 2542:				1,800.00	.00	
<b>2573 Mountain West Office Products</b>						
	290443	supplies	04/22/2013	63.27	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2573:				63.27	.00	
<b>3015</b>						
<b>Kroger/King Sooper Cust Charge</b>						
	020095	FOOD SUPPLIES	04/15/2013	118.63	118.63	04/19/2013
	028604	FOOD SUPPLIES	04/08/2013	45.88	45.88	04/19/2013
	164283	MEETING	04/10/2013	20.54	20.54	04/19/2013
	188178	FOOD SUPPLIES	04/11/2013	45.05	45.05	04/19/2013
	197328	FOOD SUPPLIES	04/18/2013	38.64	38.64	04/19/2013
Total 3015:				268.74	268.74	
<b>3016</b>						
<b>Flattops Fencing And Supply</b>						
	1220	TENSION BAND	03/26/2013	58.50	.00	
	1246	DOME CAP	04/11/2013	9.00	.00	
	1250	CHAIN LINK RENTAL PANEL	04/15/2013	280.74-	280.74-	04/19/2013
Total 3016:				213.24-	280.74-	
<b>3035</b>						
<b>Rocky Mountain Supply Co.</b>						
	12274	YELLOW TUFF POST	04/11/2013	1,107.16	.00	
Total 3035:				1,107.16	.00	
<b>3083</b>						
<b>ALSCO</b>						
	1298183	SUPPLIES	03/26/2013	25.00	.00	
	1301259	SUPPLIES	04/02/2013	25.74	.00	
	1304253	SUPPLIES	04/09/2013	25.00	.00	
	1304254	LAUNDRY/senior center	04/09/2013	56.97	.00	
	1307147	SUPPLIES	04/16/2013	25.00	.00	
	1307148	LAUNDRY/senior center	04/16/2013	47.62	.00	
	1309803	SUPPLIES	04/23/2013	25.00	.00	
Total 3083:				230.33	.00	
<b>3156</b>						
<b>Superwash Of Rifle</b>						
	2008 040413	CAR WASH	04/04/2013	19.01	.00	
	2025	CAR WASH	04/04/2013	141.89	.00	
	2049 040413	CAR WASH	04/04/2013	8.00	.00	
Total 3156:				168.90	.00	
<b>3251</b>						
<b>Mountain Communications And EI</b>						
	210114	GRASS MESA RENTAL	04/01/2013	250.00	250.00	04/19/2013
Total 3251:				250.00	250.00	
<b>3285</b>						
<b>Johnson-Carter Architects, PC</b>						
	1211E-23	ARCHITECTURAL SERVICES	04/10/2013	300.00	300.00	04/19/2013

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3285:				300.00	300.00	
<b>3389</b>						
<b>Sandy's Office Supply Inc</b>						
	023738	SUPPLIES	04/12/2013	176.36	.00	
Total 3389:				176.36	.00	
<b>3723</b>						
<b>Flint Trading Inc</b>						
	155561	LINES/SIGNS/STREETS	04/09/2013	745.43	.00	
	155718	PACK	04/12/2013	173.39	.00	
Total 3723:				918.82	.00	
<b>3755</b>						
<b>Wagner Equipment Co</b>						
	P02C0437840	KEY	04/16/2013	29.65	.00	
Total 3755:				29.65	.00	
<b>3780</b>						
<b>Concrete Equipment</b>						
	137606	BRASS ADJUSTABLE CONE NO	03/31/2013	23.43	.00	
	137956	VOID CAP	04/11/2013	15.48	.00	
	138155	QUICK SET PATCH MIX	04/18/2013	75.00	.00	
Total 3780:				113.91	.00	
<b>3798</b>						
<b>Ace Industrial Supplies</b>						
	1250404	REFLECTIVE TAPE	03/28/2013	1,507.08	.00	
Total 3798:				1,507.08	.00	
<b>3955</b>						
<b>Holy Cross Energy</b>						
	033113	Baron Lane St Lights	03/31/2013	19.58	19.58	04/19/2013
	033113.	BEAVER CREEK HEADGATE	03/31/2013	43.21	43.21	04/19/2013
Total 3955:				62.79	62.79	
<b>4123</b>						
<b>Mt Hood Solutions</b>						
	0913290	CLEANING SUPPLIES/SR CENT	04/03/2013	365.10	.00	
Total 4123:				365.10	.00	
<b>4141</b>						
<b>True Brew Coffee Service</b>						
	149373	COFFEE	04/05/2013	88.78	.00	
	149513	COFFEE	04/12/2013	69.15	.00	
	149514	COFFEE	04/12/2013	106.19	.00	
Total 4141:				264.12	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>4207</b>						
<b>Radio Shack</b>						
	10154697	GIGAWRE IPOD CABLE	03/19/2013	25.98	.00	
Total 4207:				25.98	.00	
<b>4602</b>						
<b>Anytime Sewer &amp; Drain Company</b>						
	443975	MANHOLE AT 412 ELM AVE	03/11/2013	585.00	.00	
Total 4602:				585.00	.00	
<b>4811</b>						
<b>United Site Services Inc</b>						
	114-1179982	ROLL OFF 20 YD	03/31/2013	13,722.20	.00	
Total 4811:				13,722.20	.00	
<b>4879</b>						
<b>Cardiff Cleaning Services</b>						
	4738	Fitness Center Cleaning Services	04/15/2013	690.00	.00	
Total 4879:				690.00	.00	
<b>4967</b>						
<b>Touch Tone Communications</b>						
	033113	OM	03/31/2013	229.80	229.80	04/19/2013
Total 4967:				229.80	229.80	
<b>5205</b>						
<b>CHRISTENSEN, KRISTY</b>						
	041613	Reimburse for travel expenses	04/16/2013	72.32	72.32	04/19/2013
Total 5205:				72.32	72.32	
<b>5210</b>						
<b>GOLF ENVIRO SYSTEMS, INC.</b>						
	53041	COARSE UFLEXX	04/11/2013	5,566.60	.00	
Total 5210:				5,566.60	.00	
<b>5236</b>						
<b>THOMPSON DISTRIBUTING, INC</b>						
	5549	SUPPLIES	04/17/2013	339.00	.00	
Total 5236:				339.00	.00	
<b>5253</b>						
<b>FASTENAL</b>						
	55835	leATHER DRIVER COWH	03/27/2013	35.41	.00	
	56062	MALL CC 3/8	04/08/2013	4.28	.00	
	56070	ALUROUNDSTOCK	04/09/2013	97.35	.00	
	56089	IC WB WHITE	04/10/2013	10.02	.00	
	56091	LARGE FRC RAIN BIBS	04/10/2013	25.28	.00	
	56107	IC WB FLO	04/10/2013	17.18	.00	
	56134	LU-BOLT	04/11/2013	51.00	.00	
	56135	5 PLATE	04/11/2013	15.94	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	56165	PLATE	04/12/2013	10.38	.00	
Total 5253:				266.84	.00	
<b>5347</b>						
<b>COLORADO SOCIETY OF CPA'S</b>						
	2013-2014	ANNUAL DUES/CHARLES KELT	04/19/2013	300.00	300.00	04/19/2013
Total 5347:				300.00	300.00	
<b>5548</b>						
<b>Power Equipment Company</b>						
	G212053874	KEY	01/01/2013	148.49	148.49	04/19/2013
	G212053879	HIT	01/01/2013	63.75	63.75	04/19/2013
	G302054408	GREY SPRAY PAINT	02/27/2013	47.61	47.61	04/19/2013
	G304054749	GREY SPRAY PAINT	04/08/2013	37.17	.00	
	XG12936	BLACK SPRAY PAINT	04/09/2013	135.19-	.00	
Total 5548:				161.83	259.85	
<b>5613</b>						
<b>SunEdison, LLC/pump station</b>						
	77130419163	PUMP STATION #1	04/01/2013	4,634.63	4,634.63	04/19/2013
Total 5613:				4,634.63	4,634.63	
<b>5643</b>						
<b>Tally Ho Construction</b>						
	040413	REFUND-DEPOSIT 732 BUCKH	04/04/2013	272.50	272.50	04/19/2013
Total 5643:				272.50	272.50	
<b>5668</b>						
<b>Kenny's Overhead Doors, Inc.</b>						
	7839	Shop Door Repairs	04/17/2013	95.00	.00	
Total 5668:				95.00	.00	
<b>5714</b>						
<b>TRINITY HIGHWAY PRODUCTS, LLC</b>						
	HS523464	LOCK WASHER	03/26/2013	192.60	.00	
Total 5714:				192.60	.00	
<b>5752</b>						
<b>Accutest Mountain States</b>						
	121321231	alkalinity, organic carbon/water te	04/19/2013	.00	.00	
Total 5752:				.00	.00	
<b>5798</b>						
<b>INSERCO, INC</b>						
	1081007	morton cullenux salt	04/16/2013	781.74	.00	
Total 5798:				781.74	.00	
<b>5833</b>						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SunEdison, LLC/SunE U6 holding	781304019162	energy innovation center	04/01/2013	12,688.65	12,688.65	04/19/2013
Total 5833:				12,688.65	12,688.65	
<b>5846</b>						
<b>Mesa County Health Department</b>						
	946-13	Water Testing	04/03/2013	20.00	20.00	04/19/2013
	990-13	Water Testing	04/09/2013	20.00	20.00	04/19/2013
	991-13	Water Testing	04/09/2013	20.00	20.00	04/19/2013
	992-13	Water Testing	04/09/2013	20.00	20.00	04/19/2013
	993-13	Water Testing	04/09/2013	20.00	20.00	04/19/2013
	994-13	Water Testing	04/09/2013	20.00	20.00	04/19/2013
	995-13	Water Testing	04/09/2013	20.00	20.00	04/19/2013
Total 5846:				140.00	140.00	
<b>5958</b>						
<b>Utility Refund</b>						
	2273104 04031	REFUND-752 MUNRO AVE	04/03/2013	78.58	78.58	04/19/2013
	3425103 04031	REFUND-632 W 24TH ST	04/03/2013	100.00	100.00	04/19/2013
	3565101 04031	REFUND-1851 ANVIL VIEW AVE	04/03/2013	128.20	128.20	04/19/2013
	4074102	REFUND-0013 SHOTGUN ST	04/09/2013	345.02	345.02	04/19/2013
Total 5958:				651.80	651.80	
<b>5984</b>						
<b>JIM DIBLE OIL CO</b>						
	T6465	LITH SCH 460 CASE	04/05/2013	287.40	.00	
Total 5984:				287.40	.00	
<b>6067</b>						
<b>Mountain Roll-offs, Inc.</b>						
	040813	MONTHLY FEE	04/08/2013	35,997.96	35,997.96	04/19/2013
	APRIL SERVIC	RECYCLE	04/01/2013	16.20	16.20	04/19/2013
Total 6067:				36,014.16	36,014.16	
<b>6069</b>						
<b>CPRA</b>						
	5709522	EVENT ROCKIES BASEBALL	04/17/2013	35.00	35.00	04/19/2013
Total 6069:				35.00	35.00	
<b>6137</b>						
<b>Impressions of Aspen</b>						
	17722	SUPPLIES	04/12/2013	70.93	.00	
	17751	SUPPLIES	04/16/2013	18.99	.00	
Total 6137:				89.92	.00	
<b>6195</b>						
<b>Western Slope Communications</b>						
	36996	ADVERTISEMENT	03/31/2013	400.00	400.00	04/19/2013
	36997	ADVERTISEMENT	03/31/2013	400.00	400.00	04/19/2013

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6195:				800.00	800.00	
<b>6221</b>						
<b>Wells Fargo Financial Leasing</b>						
	6745549991	XEROX COPIER	04/02/2013	336.44	336.44	04/19/2013
Total 6221:				336.44	336.44	
<b>6225</b>						
<b>BRUBACHER DESIGN</b>						
	833	SIGNS	04/05/2013	770.00	.00	
	838	SIGNS	04/10/2013	898.00	.00	
	847	SIGNS	04/18/2013	103.68	.00	
	850	SIGNS	04/22/2013	90.00	.00	
Total 6225:				1,861.68	.00	
<b>6245</b>						
<b>National Notary Association</b>						
	A49974	NOTARY INSURANCE	04/17/2013	24.75	24.75	04/19/2013
Total 6245:				24.75	24.75	
<b>6248</b>						
<b>Colorado River Engineering, Inc.</b>						
	4273	North Roundabout Engineering to	04/15/2013	11,037.60	.00	
	4319	North Roundabout Engineering to	04/15/2013	1,370.00	.00	
	4320	North Roundabout Engineering to	04/15/2013	1,470.00	.00	
Total 6248:				13,877.60	.00	
<b>6264</b>						
<b>DOUBLE RR AND D</b>						
	040313	REFUND- DEPOSIT 937 RAILRO	04/03/2013	345.00	345.00	04/19/2013
Total 6264:				345.00	345.00	
<b>6271</b>						
<b>Remington Square</b>						
	032913	REFUND-DEPOSIT-117 W 4TH S	03/29/2013	80.00	80.00	04/19/2013
Total 6271:				80.00	80.00	
<b>6273</b>						
<b>Niemann's Gardens</b>						
	040913	DOWNTOWN FLOWERS	04/09/2013	1,195.76	1,195.76	04/19/2013
Total 6273:				1,195.76	1,195.76	
<b>6332</b>						
<b>DIRECTV</b>						
	20130048942	MONTHLY SERVICE	03/29/2013	157.99	157.99	04/19/2013
Total 6332:				157.99	157.99	
<b>6336</b>						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Riverbend Machinery, Inc	IG09387	KEY SINGLE	04/16/2013	13.60	.00	
Total 6336:				13.60	.00	
<b>6355</b>						
<b>LAFARGE WEST INC</b>	26749091	CLASS D	03/29/2013	1,352.69	.00	
	26787656	ULTRA SERIES FIBER PLUS	04/05/2013	576.50	.00	
	26797712	CDOT SUMMER RD CUT FLOFI	04/08/2013	384.25	.00	
	26846437	SPEC BASE	04/15/2013	724.56	.00	
Total 6355:				3,038.00	.00	
<b>6357</b>						
<b>FIRST STRING</b>	4844	T-SHIRTS	04/10/2013	523.15	.00	
Total 6357:				523.15	.00	
<b>6402</b>						
<b>CENTURY LINK</b>	6250004 04011	OM	04/01/2013	446.40	446.40	04/19/2013
	K-9703250388	WW	04/01/2013	305.50	305.50	04/19/2013
Total 6402:				751.90	751.90	
<b>6441</b>						
<b>Rocky Mountain ALternative Fueling</b>	040413	REFUND-DEPOSIT-101 RAILRO	04/04/2013	2,000.00	2,000.00	04/19/2013
Total 6441:				2,000.00	2,000.00	
<b>6449</b>						
<b>CBERT LLC</b>	040913	REFUND- DEPOSIT-710 WAPITI	04/09/2013	1,160.00	1,160.00	04/19/2013
Total 6449:				1,160.00	1,160.00	
<b>6511</b>						
<b>Windy Point Electric</b>	119	MOBILIZATION	01/21/2013	1,198.07	1,198.07	04/19/2013
	120	MOBILIZATION	01/29/2013	860.37	860.37	04/19/2013
	121	MOBILIZATION	03/15/2013	1,448.80	1,448.80	04/19/2013
	122	MOBILIZATION	03/19/2013	5,768.22	5,768.22	04/19/2013
Total 6511:				9,275.46	9,275.46	
<b>6512</b>						
<b>C.B. WELLS</b>	15	PERFORMANCE	04/13/2013	100.00	100.00	04/19/2013
Total 6512:				100.00	100.00	
<b>6528</b>						
<b>Burgess Properties LLC</b>	032913	REFUND-DEPOSIT 900 E 16TH	03/29/2013	2,000.00	2,000.00	04/19/2013

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6528:				2,000.00	2,000.00	
<b>6568</b>						
<b>MICRO PLASTICS</b>						
	95789	BRUSHED SILVER	03/29/2013	127.55	.00	
Total 6568:				127.55	.00	
<b>6606</b>						
<b>Western Slope Supplies, Inc.</b>						
	8219351	WATER	03/12/2013	14.20	.00	
	8219496	WATER	03/19/2013	21.05	.00	
	8219674	water	04/02/2013	34.75	.00	
Total 6606:				70.00	.00	
<b>6643</b>						
<b>SAFETY &amp; CONSTRUCTION SUPPLY, INC</b>						
	0007207-IN	GLOVE NITRILE	04/03/2013	146.74	.00	
	0007387-IN	EYEWASH	04/11/2013	75.94	.00	
	0007388-IN	RAINSUIT LIME GREEN	04/11/2013	24.28	.00	
Total 6643:				246.96	.00	
<b>6672</b>						
<b>DYE, CHARLES</b>						
	040813	REIMBURSEMENT FEE TEST	04/08/2013	70.00	70.00	04/19/2013
	041813	SNOWBRUSH	04/18/2013	1.30	1.30	04/19/2013
Total 6672:				71.30	71.30	
<b>6677</b>						
<b>AUTOPAYCHECKS, INC</b>						
	43962A	SCHEDULING SOFTWARE	04/04/2013	30.00	30.00	04/19/2013
Total 6677:				30.00	30.00	
<b>6678</b>						
<b>AARON'S HEATING &amp; COOLING, INC</b>						
	1072	REPLACE DAIKIN UNIT	04/16/2013	1,776.00	.00	
Total 6678:				1,776.00	.00	
<b>6693</b>						
<b>HOLMES EXCAVATION LLC</b>						
	401	O&M Shop Epoxy coat/finish 1/2 d	04/16/2013	10,000.00	10,000.00	04/19/2013
Total 6693:				10,000.00	10,000.00	
<b>6719</b>						
<b>PHIL VAUGHAN CONSTRUCTION MGMT, INC.</b>						
	04241301	WTP Owner Advisor Services duri	04/24/2013	2,496.41	.00	
Total 6719:				2,496.41	.00	
<b>6739</b>						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ERO Resources Corporation (ERO)	34480	CONSULTING	04/09/2013	129.00	.00	
Total 6739:				129.00	.00	
<b>6744</b>						
<b>LSC Transportation Consultants</b>	46626	RIFLE UPDATED ROUNDABOU	04/04/2013	1,280.00	.00	
Total 6744:				1,280.00	.00	
<b>6759</b>						
<b>JAMES P FLYNN, CPA, LLC</b>	040313	PROFESSIONAL SERVICES	04/03/2013	510.25	510.25	04/19/2013
Total 6759:				510.25	510.25	
<b>6768</b>						
<b>THE MIDLAND LLC</b>	011413	REFUND METER -12-82261	01/14/2013	204.90-	.00	
	041713	REFUND METER 12-82261	04/17/2013	204.90	204.90	04/19/2013
Total 6768:				.00	204.90	
<b>6769</b>						
<b>BUILDERS WEST LLC</b>	011413	REFUND-METER FEE-12-82197	01/14/2013	204.90-	.00	
	041713	REFUND-METER FEE 12-82197	04/17/2013	204.90	204.90	04/19/2013
Total 6769:				.00	204.90	
<b>6773</b>						
<b>AMERICAN HEALTH HOLDING, INC</b>	041913	CONSULT-A-DOC	04/19/2013	198.00	198.00	04/19/2013
Total 6773:				198.00	198.00	
<b>6782</b>						
<b>ECLIPSE SURVEYING, INC.</b>	2013-25	DESIGN GRADE SIDEWALK	04/13/2013	2,250.00	.00	
Total 6782:				2,250.00	.00	
<b>6783</b>						
<b>SCHAEFFER MFG CO</b>	683015-INV1	SUPREME 7000 DIESEL	04/08/2013	640.08	.00	
Total 6783:				640.08	.00	
<b>6804</b>						
<b>Glasco UV LLC</b>	32941	UV Bulbs/Ballasts	04/18/2013	3,880.00	.00	
Total 6804:				3,880.00	.00	
<b>6808</b>						
<b>ADVANCED GARAGE DOOR, INC</b>	4227	REPAIR	02/19/2013	1,445.76	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6808:				1,445.76	.00	
<b>6819</b> <b>MOUNTAIN FAMILY HEALTH CENTER</b>						
	040313	REFUND-DEPOSIT 1195 W 14T	04/03/2013	1,457.50	1,457.50	04/19/2013
Total 6819:				1,457.50	1,457.50	
<b>6820</b> <b>RANDOM HOUSE DIGITAL INC.</b>						
	040313	SALES TAX REFUND	04/03/2013	550.89	550.89	04/19/2013
Total 6820:				550.89	550.89	
<b>6821</b> <b>NCI GROUP, INC</b>						
	040313	REFUND- SALES TAX	04/03/2013	6,166.57	6,166.57	04/19/2013
Total 6821:				6,166.57	6,166.57	
<b>6823</b> <b>HS INVESTMENTS</b>						
	040313	REFUND- DEPOSIT-17 PARK AV	04/03/2013	725.00	725.00	04/19/2013
Total 6823:				725.00	725.00	
<b>6824</b> <b>CEI</b>						
	040313	EFUND- DEPOSIT-WALMART MI	04/03/2013	2,806.50	2,806.50	04/19/2013
Total 6824:				2,806.50	2,806.50	
<b>6825</b> <b>RAF ASSOCIATES</b>						
	040413	REFUND- DEPOSIT 412 PARK A	04/04/2013	500.00	500.00	04/19/2013
Total 6825:				500.00	500.00	
<b>6826</b> <b>CALLAWAY PACKING INC</b>						
	12095	FOOD SUPPLY	04/16/2013	705.33	705.33	04/19/2013
Total 6826:				705.33	705.33	
<b>6827</b> <b>HENSON, FREDRICK</b>						
	041113	PERFORMANCE-CENTENNIAL	04/11/2013	750.00	750.00	04/19/2013
Total 6827:				750.00	750.00	
<b>6829</b> <b>BELL CONSULTING, LLC</b>						
	222	DESIGN REVIEW	04/18/2013	1,725.00	.00	
Total 6829:				1,725.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>6830</b>						
<b>BLUE TARP FINANCIAL, INC.</b>						
	28220575	BREAKER	04/16/2013	36.13	.00	
Total 6830:				36.13	.00	
<b>6831</b>						
<b>CABOT NORIT AMERICAS INC</b>						
	526502	PAC LEASE	04/18/2013	1,825.00	.00	
Total 6831:				1,825.00	.00	
Grand Totals:				488,181.22	121,329.84	

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

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

Report Criteria:

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

James S. Neu  
[jsn@mountainlawfirm.com](mailto:jsn@mountainlawfirm.com)

*Of Counsel*  
Anna S. Itenberg  
Greg S. Russi

[www.mountainlawfirm.com](http://www.mountainlawfirm.com)

April 24, 2013

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

Re: May 1, 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 May 1, 2013 Rifle City Council Meeting.

1. Ordinance No. 7, Series of 2013 (Amending Chapter 16 to Adopt CWCB Flood Regulations). In 2010, the Colorado Water Conservation Board promulgated rules and regulations to help prevent flooding and the negative impacts of floods by limiting development and other activities in floodplains throughout the State. The rules must be adopted by all Colorado municipalities. Recently, the CWCB suggested edits and amendments that the City needs to incorporate into Chapter 16, Article 12 of the Rifle Municipal Code in order to comply with the Rules and Regulations for Regulatory Floodplains in Colorado. Ordinance No. 7, Series of 2013 adopts the CWCB's suggested edits and amends Chapter 16, Article 12 of the Rifle Municipal Code. The new Rules do not need to be in effect until January 2014, so the Ordinance is amended with an effective date of January 1, 2014. We are still discussing and following up on the definition of "development" with the CWCB and how the City needs to regulate the storage of equipment and materials. Therefore, we request that Council continue second reading of Ordinance No. 7 once again until its May 15, 2013 meeting.

We recommend continuing second reading of Ordinance No. 7, Series of 2013, until May 15, 2013.

2. Ordinance No. 8, Series of 2013 (Refinancing 2003 Bond Issuance for Street Improvements). The purpose of the Ordinance is to authorize a refinancing of the City's Sales and Use Tax Revenue Bonds, Series 2003. Partly because interest rates are currently at historic lows, this is likely to result in substantial reductions in the City's scheduled debt service payments for the remaining term of the Series 2003 Bonds.

The Series 2003 Bonds would be refinanced by issuing new Sales and Use Tax Refunding Revenue Bonds, Series 2013 (the "Series 2013 Bonds") at a lower interest rate than the rate on the Series 2003 Bonds and using the proceeds of the new Bonds to pay off the old Bonds. As a result, the Series 2013 Bonds would replace the 2003 Bonds in the City's debt structure and the City would

KARP NEU HANLON, P.C.

Page 2

only be responsible for the lower payments on the Series 2013 Bonds.

The Ordinance is similar to the Ordinance which originally authorized the Series 2003 Bonds. It is relatively long because it is designed to provide for all of the details of the Series 2013 Bonds, including the form of the Series 2013 Bonds; the source of revenues (half of the 2-1/2% Sales and Use Tax as in effect in 2003) pledged for their payment; the creation of a debt service reserve fund for the Series 2013 Bonds; the requirements for issuance of additional bonds in the future secured by the same source of revenues (this would also require voter approval); the rights of the owners of the Series 2013 Bonds and the application of the proceeds of the Series 2013 Bonds to an escrow account which will be used by the City's paying agent, UMB Bank, n.a., to pay the interest on the Series 2003 Bonds through December 1, 2013 and pay or redeem all of the outstanding Series 2003 Bonds at the earliest possible date, which is December 1, 2013.

The Ordinance delegates to the Finance Director the authority to approve the final terms of the Series 2013 Bonds as long as such terms are within the limits as to interest rate, maturity and other features established by the Ordinance. The Ordinance also authorizes the Finance Director to determine whether it would be economically advantageous to the City to obtain bond insurance for the Series 2013 Bonds and, if so, to make arrangements for bond insurance.

We recommend approval of Ordinance No. 8, Series of 2013 on second reading.

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

Very truly yours,

KARP NEU HANLON, P.C.

James S. Neu

JSN/  
Enclosures



# *City of Rifle Proclamation*

WHEREAS, the people of the community of Rifle, Colorado believe that quality of life is important for persons of all ages; and

WHEREAS, compassionate elder care is an essential part of a caring, healthy community; and

WHEREAS, elder care in long-term care homes provides opportunities for local employment and offers the community rewarding work; and

WHEREAS, the community of Rifle houses nearly 200 elders in local long term homes in the Rifle area; and

WHEREAS, local long-term care homes provide mental, physical and family support to our community's most vulnerable population; and

WHEREAS, honoring our elderly knows no limits.

Now, therefore, the Rifle City Council hereby designates the week of May 12-18, 2013 as National Nursing Home Week and encourages any and all to visit a local long-term care home, and further, supports our local long-term care homes and their mission to provide outstanding care to our elder population with state-of-the-art medical care, infrastructure, and staff.

Approved by the City Council at a regular meeting this 1st day of May, 2013.

CITY OF RIFLE

Attest:

By:

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

\_\_\_\_\_  
Mayor



## MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Matt Sturgeon, Assistant City Manager

DATE: April 25, 2013

SUBJECT: Ute Events Center (aka Ute Theatre) Renovation

Council will consider the following three (3) action items at its May 1, 2013, regular meeting.

**1. Authorize expenditure of Capital Funds to be applied toward the renovation of the Ute Theatre.**

City Council appropriated \$1,985,947.00 in the Capital Fund for the subject project. This appropriation was made understanding revenues to the Capital Fund for this project would include \$428,000.00 in grants. Committed grant revenues total \$363,000.00; a shortfall of \$65,000. All outside funding has been secured.

The total project cost, excluding the retractable seating, will not exceed \$2,069,080.00. This exceeds funds currently appropriated within the Capital Fund by \$83,133.00. Moving forward with this project will require City Council appropriate this additional amount via a supplemental appropriation. The supplemental appropriation would be authorized, but it would not occur until later in the year. There is a chance these funds may not be spent.

Base Low Bid	\$1,691,436.00
Contingency (10%)	\$169,144.00
Other by Owner	\$208,500.00
<b>TOTAL PRICE</b>	<b>\$2,069,080.00</b>
<b>OVER BUDGET</b>	<b>\$83,133.00</b>

The above cost EXCLUDES retractable seating (\$155,563.00).

Finally, City Council needs to anticipate creating a new cost center for the Ute Event Center operations. Given the project cost, staff recommends this not occur before the third quarter of 2013. City Council should anticipate spending approximately \$25,000 - \$30,000 in 2013 for this cost center. Action on this item is not required May 1.

*Possible Action: To move forward requires City Council re-authorize the expenditure of \$1,985,947.00 from the Capital Fund UNDERSTANDING this expenditure is occurring less \$65,000.00 in anticipated grant revenues. Additionally, Council must agree to appropriate additional funds to off-set a potential \$83,133.00 project shortfall. Staff recommends this appropriation occur within the Capital Fund. If Council makes this additional appropriation and the total budget is spent, the Capital Fund Balance will be reduced to \$2,594,804; the 2013 Budget anticipated an ending Capital Fund Balance of \$2,742,937.*

**2. Authorize awarding the Ute Event Center renovation bid to a general contractor.**

The Owner's Representative (architect of record) prequalified six construction companies. Five of the six companies submitted bids to remodel the subject structure. Staff is attaching a bid tabulation showing the bids. A bid should only be awarded if Council appropriates additional funds to the project.

*Possible Action: Staff recommends City Council award the bid to complete the renovation of the Ute Event Center to PNCl for an amount not to exceed \$1,691,436.00. The bid award will not include the retractable seating. The bid should only be awarded if City Council appropriates the additional funds necessary to ensure completion of the project. Otherwise, all bids should be rejected for lack of funding*

**3. Authorize City Manager to sign the Boettcher Foundation grant contract.**

The City received a \$25,000.00 grant from the Boettcher Foundation to help fund the renovation of the Ute Events Center. The Boettcher Foundation requires the City enter into a contract that sets specific terms for the use of the funds as well as the future use of the structure. The terms can be reviewed in the attached contract document.

*Possible Action: Staff recommends City Council approve entering into the subject contract, if the construction contract is awarded.*

Ute Event Center Bid Results  
4/8/2013

<u>Divisions</u>	<u>PNCI</u>	<u>FCI</u>	<u>Rudd</u>	<u>CSB</u>	<u>B&amp;H</u>	<u>Average</u>
Division 1 - General Requirements	\$174,346	\$129,944	\$264,627	\$234,566	\$282,196	\$217,135.80
Division 2 - Site Construction	\$64,000	\$74,819	\$57,081	\$92,456	\$82,740	\$74,219.20
Division 3 - Concrete	\$54,648	\$45,262	\$54,685	\$43,037	\$60,102	\$51,546.80
Division 5 - Metals	\$119,188	\$96,098	\$97,528	\$141,808	\$87,637	\$108,451.80
Division 6 - Wood and Plastics	\$91,000	\$94,111	\$39,273	\$76,020	\$87,757	\$77,632.20
Division 7 - Thermal and Moisture Protection	\$100,144	\$99,407	\$85,656	\$95,123	\$120,659	\$100,197.80
Division 8 - Door and Windows	\$53,597	\$53,303	\$69,964	\$57,840	\$69,495	\$60,839.80
Division 9 - Finishes	\$230,614	\$232,713	\$263,760	\$199,380	\$250,085	\$235,310.40
Division 10 - Specialties	\$18,165	\$15,867		\$11,553	\$17,946	\$15,882.75
Division 11 - Theatre Systems	\$154,175	\$167,109	\$154,175	\$170,595	\$162,275	\$161,665.80
Division 12 - Furnishings	\$44,250	\$43,431		\$32,518	\$33,960	\$38,539.75
Division 13 - Special Construction	\$14,000	\$37,936	\$20,456	\$10,264	\$9,499	\$18,431.00
Division 15 - Mechanical & Plumbing	\$79,700	\$244,029	\$277,916	\$284,345	\$240,525	\$225,303.00
Division 16 - Electrical	\$145,550	\$223,531	\$212,002	\$229,140	\$195,918	\$201,228.20
Division 27 - Communications	\$210,961	\$173,222	\$137,098	\$148,114	\$137,099	\$161,298.80
Division 28 - Security and Surveillance	\$137,098		\$22,758		\$13,775	\$57,877.00
Total Base Bid	\$1,691,436	\$1,730,782	\$1,756,979	\$1,826,759	\$1,851,668	\$1,771,524.80
Alternate #1 (Retractable Seating)	\$155,563	\$157,056	\$156,686	\$159,310	\$152,000	\$156,123.00
Total Bid	\$1,846,999	\$1,887,838	\$1,913,665	\$1,986,069	\$2,003,668	\$1,927,647.80
Working Days to complete (including Alt #1)	110	193	165	280	231	195.8
<u>Subcontractors</u>						
Total Number Listed	20	18	11	13	28	
Located in Rifle	3	5	1	4	6	
Located in Garfield County (not including Rifle)	5	2	4	2	10	
Percentage of Local Contractors	40%	39%	45%	46%	57%	



**BOETTCHER**

FOUNDATION

600 Seventeenth Street  
Suite 2210 South  
Denver, CO 80202-5422  
303-534-1937

April 15, 2013

Mr. John Heir  
City Manager  
City of Rifle  
202 Railroad Ave.  
Rifle, CO 81650

Dear Mr. Heir:

We are pleased to learn that you and your associates have been successful in raising the balance of the funds needed toward the renovation of the New Ute Theater, thereby qualifying for this Foundation's conditional grant of \$25,000.

If you will execute and return a signed copy of the enclosed letter agreement, this grant can be scheduled for payment.

Please note paragraph 4 of the letter agreement, which states that within one year of payment of the grant funds or completion of the project, whichever comes first, you will furnish us with a full and complete report covering the manner in which all grant funds were spent and the progress made in accomplishing the purposes of the grant.

Sincerely,

Timothy W. Schultz  
President and Executive Director

Enclosures

TWS/ldb

**TRUSTEES**

Larry A. Allen, M.D.  
Pamela D. Beardsley  
Paul H. Chan  
Cile Chavez, Ed.D  
Russell George  
Sharon H. Linhart  
M. Ann Penny  
Theodore F. Schlegel, M.D.  
Edward D. White III  
Thomas Williams  
Donald Woods

**PRESIDENT &  
EXECUTIVE DIRECTOR**

Timothy W. Schultz

BOETTCHER FOUNDATION  
600 Seventeenth Street  
Suite 2210 South  
Denver, CO 80202  
(303) 534-1937

April 15, 2013

City of Rifle  
202 Railroad Ave.  
Rifle, CO 81650

Ladies and Gentlemen:

On behalf of the Boettcher Foundation (the "Foundation"), it gives me great pleasure to announce that a grant in the amount of \$25,000.00 has been awarded to City of Rifle for the project or purposes described in your grant application (the "Grant Request"). By your acceptance of this letter, you agree to the following terms and conditions of the grant.

**1. Purpose of Grant.**

The grant is to be used exclusively for capital purposes, namely to assist you in the acquisition, construction, renovation or improvement of the real property detailed in your Grant Request (the "Property"). The Property is to be used for religious, charitable, scientific, literary or educational purposes or the prevention of cruelty to children or animals (within the meaning of section 170(c)(2)(B) of the Internal Revenue Code), and more specifically, is to be used in the manner described in the Grant Request. For a period of 30 years following the date of this letter, you agree to repay the full amount of the grant if one of the following events occurs with respect to the Property, unless and until we waive the repayment obligation (in our sole discretion): (a) you sell, lease or otherwise dispose of all or a portion of the Property, directly or indirectly; (b) you mortgage, pledge or otherwise encumber all or a portion of the Property as security for a loan or other obligation; (c) you become divested of title to all or a portion of the Property in any manner; (d) you permit a third party to manage or operate all or a portion of the Property; (e) abandon or cease to operate all or a portion of the Property; (f) you change the primary use of the Property to a use that is not substantially consistent with the use described in the Grant Request; (g) you operate the Property in a manner that is not substantially related to its exempt purpose (within the meaning of Section 513 of the Internal Revenue Code); (h) you cease to be an organization described in Section 501(c)(3) of the Internal Revenue Code; (i) you merge with another organization; or (j) you fail to comply with any term or condition of this grant and such failure continues for a period of 30 days after we notify you of our intent to require repayment.

**2. Disbursement of Grant.**

Upon our receipt of a duly signed copy of this letter agreement, and our receipt of evidence that you have successfully raised the balance of funds needed for the project or purposes described in your Grant Request, the grant payment will be remitted to you.

**3. Grant Restrictions.**

Grant funds may be used only for religious, charitable, scientific, literary, or educational purposes or the prevention of cruelty to children or animals (within the meaning of section 170(c)(2)(B) of the Internal Revenue Code), and for public purposes (within the meaning of section 170(c)(1) of the

Internal Revenue Code). No part of the grant may be used (a) to carry on propaganda or otherwise attempt to influence legislation (within the meaning of section 4945(d)(1) of the Internal Revenue Code), or (b) to attempt to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of section 4945(d)(2) of the Internal Revenue Code).

#### **4. Grant Reporting.**

Within one year of payment of the grant funds or completion of the project, whichever comes first, you will furnish us with a full and complete report covering the manner in which all grant funds were spent and the progress made in accomplishing the purposes of the grant. You will also furnish us with any other information we reasonably request.

#### **5. Inspections and Grant Oversight.**

We may, at our own expense, monitor and conduct an evaluation of operations, programs or projects funded by the grant, which may include site visits by Foundation representatives, and we may discuss such operations, programs or projects with your personnel.

#### **6. Books and Records.**

You will keep complete and accurate books and records of the funds received and expenses incurred under this grant for at least four years after completion of your use of the grant funds, and make such information available to us at reasonable times. We may, at our own expense and on reasonable notice, audit your books and records as they relate to the grant.

#### **7. Publicity , Trademarks and Copyrights.**

- a. You may not use our logo or other identifying marks for any purpose without our prior written approval. In addition, any proposed publicity concerning the grant must have our review and written approval prior to its release. If our approval is granted, the identifying marks or publicity, as the case may be, may only be used in the manner and for the purposes and for the time period contemplated by our written approval.
- b. In exchange for the grant, you authorize us, and any person or entity associated with us, to use now or anytime in the future, your name, your logo or other identifying mark, a description of your operations generally and the particular project funded by the grant (subject to correction and amendment by you), information concerning the grant itself, and a link to your website, for any permitted use. For purposes of this Section 7, "permitted use" means use for educational, promotional or reporting purposes related to the Foundation, in any manner or media whatsoever, world-wide, whether now known or hereafter created, and includes, without limitation, use in our marketing materials, whether in print or electronic media, or in published or verbal form.
- c. In exchange for the grant, you also you grant to us, and any person or entity associated with us, a non-exclusive license to use any photographs, illustrations, films, recordings or other copyrightable works (collectively, "works") that you provide to us in connection with the grant for any permitted use, with or without attribution, in whole or in part, in original or modified form, and alone or in conjunction with other materials, and you authorize us to make derivative works from such works for any permitted use. You understand that such license is irrevocable, and except for the grant, you will not receive any compensation or royalties, now or in the future, arising from our use of such works. You represent and warrant that you have (or will have, at the time you provide the works to us) all necessary rights and authority to grant the license, including permission from

any persons depicted in the works. Further, you agree to release and hold harmless us and our affiliates, licensees, assigns, agents, officers, trustees, employees and volunteers from, and to discharge and waive, any and all losses, claims, liability and damages arising from the publication or use of the works for permitted uses, including without limitation any claim for libel, slander, defamation of character or invasion of privacy.

- d. You authorize us, and any person or entity associated with us, to photograph, film, record and tape the project funded by the grant, and any related operations, and to use the same for permitted uses. You understand that you will not receive any compensation or royalties, now or in the future, for the creation or use of such materials; we will own all rights to such materials; and you will have no right to review or approve our use of such materials.

#### **8. Suspension of Grant.**

The total amount of the grant, or any portion thereof, may be discontinued, modified or withheld at any time when, in our judgment, such action is necessary to (a) comply with the requirements of any law or regulation affecting our responsibilities with respect to the grant, or (b) protect the purposes and objectives of the grant or any other charitable interests of the Foundation.

#### **9. Notice of Changes.**

The grant is being made in reliance upon your organization's status as a governmental unit (within the meaning of I.R.C. § 170(c)(1)), as represented in your Grant Request. You will immediately inform us and cease expenditure of any grant funds upon any change or challenge to such status, or if you have any reason to believe you are no longer able to expend the grant funds as contemplated by this letter agreement and the Grant Request or otherwise achieve the purposes of the grant.

#### **10. Termination of Grant.**

We reserve the right to terminate this letter agreement and require you to return any unspent grant funds, at our sole discretion, if: (a) there is any change in or challenge by the IRS to your status as a governmental unit (within the meaning of I.R.C. § 170(c)(1)); (b) you violate any terms and conditions of this letter agreement; or (c) we believe you are no longer able to expend the grant funds as contemplated by this letter agreement and the Grant Request or otherwise achieve the purposes of the grant.

#### **11. Miscellaneous.**

All references in this letter agreement to the term "grant" refer to the original funds and any investment earnings thereon. This letter agreement will be governed by the laws of the State of Colorado. We respectfully request that no statues, plaques, framed certificates, or any other gifts be presented to us for our support of the project or program funded by the grant.

Your acceptance of the terms and conditions of the grant should be indicated below by signature of the officer(s) who are, under your bylaws and the law governing you, authorized to execute contracts on your behalf. By signing this letter agreement, you are promising that you will notify future officer(s) of the terms and conditions of this grant. Please return the executed original of this letter agreement to us at the address set forth above or via fax at (303) 534-1943. We recommend you make a copy of the letter for your files.

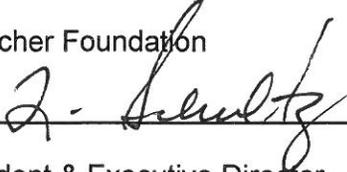
If you have any questions or concerns regarding the terms and conditions of the grant, either now or in the future, please contact us at (800) 323-9640.

Thank you for the dedication and hard work that you have given to the community. The Boettcher Foundation is proud to support your efforts and wishes you the best in your endeavors.

Sincerely,

Boettcher Foundation

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



President & Executive Director

Accepted on behalf of City of Rifle this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

City of Rifle

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: Board Chair



Date: April 24, 2013  
To: John Hier, City Manager  
From: Tom Whitmore, Parks Director  
RE: PRAB Alternate Member Appointment

We are pleased to have received applications from two candidates interested in serving in the alternate position for the Park and Recreation Advisory Board (see attached applications). The term for the alternate position will expire January 31, 2014.

In the past, council has made appointments based on applications. Interviewing candidates, when there are multiple candidates applying for the same position, has been discussed in the past. The procedure for appointing this seat is at the leisure of City Council.

If Council chooses, this appointment may be delayed and interviews may be conducted during an upcoming workshop session with the appointment following at the regular City Council meeting.

Thank you,

Tom





## Rifle Parks and Recreation Advisory Board Application 2013

Name JOHN DYER  
Address 1405 FIR CT  
City RIFLE State CO Zip 81650  
Phone 989-3149 Other phone \_\_\_\_\_  
E-mail blackraven207@hotmail.com

Do you live within Rifle city limits?       Yes       No

Are you over the age of 55?      Yes       No

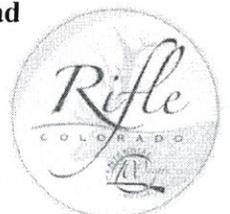
Please answer all questions. Attach additional sheets as necessary.

Why would you like to be on the advisory board?

What can you bring to the board?

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

Please return this form and attachments to Rifle Parks & Recreation, 202 Railroad Ave., Rifle, CO 81650 or [twhitmore@riflco.org](mailto:twhitmore@riflco.org) by 5 PM, April 19<sup>th</sup>, 2013.



John Dyer  
1405 Fir Court  
Rifle CO 81650  
(970)989-3149  
[Blackraven207@rifleco.org](mailto:Blackraven207@rifleco.org)

**Why would you like to be on the Advisory Board?**

I am very interested in building community within the city of Rifle. The City of Rifle Parks and Recreation programs are very important toward that goal. They provide a positive focal point for families and citizens. Anything that we can do to improve and promote this important city function will help to build a stronger and safer community.

**What can you bring to the board?**

I think that the biggest thing I can bring is that I have a full understanding of what the role of boards are, how they function, and how to make them effective. I have served on:

- Oak Harbor School Board
- Island County Children's Commission
- Big Brothers Big Sisters of Island County
- Oak Harbor Children's Commission
- Island County Law and Justice Commission

So I bring a strong desire to contribute to Rifle parks and recreations, and a good understanding of how to do it.

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

My only involvement is as a user. I hope that I, as a new member of the community, can bring a fresh perspective to the board. I have no specific agenda or interest, other than making the Park and Recreation Department a real city treasure.



Rifle Parks and Recreation Advisory Board Application 2013

Name Judy J. Ortiz

Address 55 CHARKSON Avenue

City Rifle State CO Zip 81650

Phone (915) 309-3027 Other phone SAME (915) 309-3027

E-mail Judy.JOrtiz@yahoo.com

Do you live within Rifle city limits?  Yes  No

Are you over the age of 55?  Yes  No

Please answer all questions. Attach additional sheets as necessary.

Why would you like to be on the advisory board?

I would like to be able to assist in the betterment of seniors life thru more accessibility to local and regional cultural and athletic events

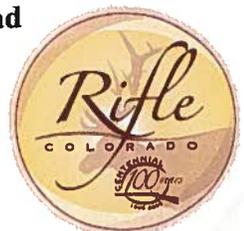
What can you bring to the board?

My travel experiences, my knowledge of what active and semi active seniors want with regards to entertainment, my years as a nursing administrator

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

I am very involved with my senior peers. I actively utilize the events sponsored by the city for seniors and I earnestly wish to increase these activities

Please return this form and attachments to Rifle Parks & Recreation, 202 Railroad Ave., Rifle, CO 81650 or [abriedis@riflco.org](mailto:abriedis@riflco.org) by 5 PM, January 7<sup>th</sup>, 2013.





## MEMORANDUM

**TO:** John Hier, City Manager  
**FROM:** Bobby O'Dell, Public Works Superintendent  
**SUBJECT:** Bids received for a ½ ton extended cab Pickup Truck  
**DATE:** April 18, 2013

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The 2013 budget authorized the purchase of a new Fleet Operation and Maintenance ½ Ton Pickup. \$25,000 was budgeted for this purchase.

The bids were received and opened on April, 17 2013. Two bids were received for the new vehicle and one decline to bid.

- Berthod Motors: \$22,587.00
- Fuoco Motors: \$24,748.71
- Grand Junction Chrysler: Decline to Bid

I recommend that we proceed with the Berthod Motors bid of \$22,587. This bid is \$2,413 below the budgeted amount for this purchase

Please consider my request.

Sincerely,

*Bobby O'Dell*

Bobby O'Dell  
Public Works Superintendant  
City of Rifle



**BERTHOD MOTORS INC**  
**2914 GRAND AVE**  
**GLENWOOD SPGS, CO 81601**

**Configuration Preview**

**Date Printed:** 2013-03-27 4:24 PM  
**Estimated Ship Date:**

**VIN:**  
**VON:**

**Quantity:** 1  
**Status:** BA - Pending order  
**FAN 1:** 00ES5 City of Grand Junction CO  
**FAN 2:**  
**Client Code:**  
**Bid Number:** TT201335  
**PO Number:**

**Sold to:**  
 BERTHOD MOTORS INC (24243)  
 2914 GRAND AVE  
 GLENWOOD SPGS, CO 81601

**Ship to:**  
 BERTHOD MOTORS INC (24243)  
 2914 GRAND AVE  
 GLENWOOD SPGS, CO 81601

**Vehicle:** 2013 1500 QUAD TRADESMAN / EXPRESS 4X4 (140 in WB 6 FT 4 IN box) (DS6L41)

	Sales Code	Description	MSRP(USD)	FWP(USD)
<b>Model:</b>	DS6L41	1500 QUAD TRADESMAN / EXPRESS 4X4 (140 in WB 6 FT 4 IN box)	30,630	28,675
<b>Package:</b>	23B	Customer Preferred Package 23B	0	0
	EVE	4.7L V8 FFV Engine	0	0
	DG1	6-Spd Automatic 65RFE Transmission	0	0
<b>Paint/Seat/Trim:</b>	PW7	Bright White Clear Coat	0	0
	APA	Monotone Paint	0	0
	*V9	Cloth 40/20/40 Bench Seat	0	0
	-X8	Black/Diesel Gray	0	0
<b>Options:</b>	4ES	Delivery Allowance Credit	0	-306
	MAF	Marketing Advertising Fund	0	-885
	CKJ	Black Vinyl Floor Covering	0	0
	CK9	Delete Carpet	0	0
	AJY	Popular Equipment Group	645	548
	XM9	Delete Spray in Bedliner	-325	-276
	XF8	Delete Class IV Receiver Hitch	-100	-85
	ADB	Protection Group	150	128
	RA2	Uconnect 5.0 AM/FM/BT	465	395
	4DH	Prepaid Holdback	0	-944
	4FM	Fleet Option Editor	0	0
	4FT	Fleet Sales Order	0	0
	174	Zone 74-Denver	0	0
	4EA	Sold Vehicle	0	0
<b>Non Equipment:</b>	4FA	Special Bid-Ineligible For Incentive	0	0
<b>Bid Number:</b>	TT201335	Government Incentives	0	-6,900
<b>Discounts:</b>	XKN	Flex Fuel Vehicle	0	0
	YGE	5 Additional Gallons of Gas	0	18
<b>Destination Fees:</b>			995	995

**Total Price:** 32,460 21,363

**Order Type:** Fleet  
**Scheduling Priority:** 1 - Sold Order  
**Customer Name:**  
**Customer Address:**

**PSP Month/Week:**  
**Build Priority:** 99

*\$22,587*

**Instructions:**

**Note:** This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

## SECTION IV. SPECIFICATION/COMPLIANCE FORM

INCLUDE – INK ON ORIGINAL AND PROVIDE ONE COPY

MINIMUM SPECIFICATION FOR: One (1) new 2013 Extended cab 4x4 Short Box Pickup.

All specifications must be met exceeded or be considered non-responsive. Incomplete responses will not be considered. Bidder shall note any exceptions to the bid on the Comment section. Bidder shall list on a separate sheet of paper details concerning the exception. This sheet shall be labeled "Exception(s) to Bid Conditions and Specifications".

All equipment furnished under this bid shall be new, unused, and the latest model offered by the manufacturer's current production. Accessories not specifically mentioned herein, but necessary to furnish a complete unit ready for use shall also be included.

	Standard Equipment Specifications	Meets	Does Not Meet	Comments
1.	<b>Engine:</b> 4.6 – 5.0 liter gasoline engine	✓		
2.	<b>Cooling System:</b> Heavy duty corrosion resistant with long life coolant	✓		
3.	<b>Transmission:</b> Heavy duty automatic with overdrive and external transmission cooler	✓		
4.	<b>Wheel Base:</b> 145 inch (approximate)	✓		
5.	<b>Extended Cab:</b> Rear fold up seat	✓		
6.	<b>GVWR:</b> 6,500 lb. rating range	✓		
7.	<b>Gear Ratio:</b> 3.42 – 3.73 range	✓		
8.	<b>Transfer Case:</b> On the go shift	✓		
9.	<b>Power Steering:</b> With oil cooler	✓		
10.	<b>Suspension:</b> Manufacturer's Standard	✓		
11.	<b>Brakes:</b> 4- Wheel antilock (ABS)	✓		
12.	<b>Box:</b> 6 – foot fleet side (approximate)	✓		
13.	<b>Air Bags:</b> Driver and Passenger	✓		
14.	<b>Batteries:</b> 12 volt heavy duty	✓		
15.	<b>Alternator:</b> 130 amp	✓		
16.	<b>Instrumentation:</b> Manufacturer's Standard	✓		
17.	<b>Comfort Group:</b>	✓		
18.	<b>Air Conditioning:</b> Dual temperature Control		✓	SINGLE TEMP CONTROL
19.	<b>Heater/Defrost:</b> High output	✓		
20.	<b>Wipers:</b> Intermittent settings	✓		
21.	<b>Communication Package:</b> Bluetooth	✓		
22.	<b>Backup Alarm:</b>	✓		
23.	<b>Mirrors:</b> Standard fold away type left and right side mirrors	✓		
24.	<b>Fuel Tank:</b> 18 Gallon capacity (approximate)	✓		
25.	<b>Floor Covering:</b> Black rubber or vinyl with floor mats	✓		
26.	<b>Front Seat:</b> 60/40 split with cloth upholstery	✓		
27.	<b>Tires/Wheels:</b> OEM standard steel wheels with all season radial tires	✓		
28.	<b>Spare Tire/Wheel:</b> Full size spare	✓		
29.	<b>Jack / Lug Wrench:</b>	✓		
30.	<b>Bumpers:</b> Front and rear (manufacturer's standard)	✓		
31.	<b>Tow Hooks:</b> Front frame mounted	✓		
32.	<b>Glass:</b> Solar Tinted	✓		
33.	<b>Exterior Color:</b> Fleet White	✓		
34.	<b>Interior Trim:</b> Charcoal Gray	✓		
35.	<b>Warranty:</b> Manufacturer's for basic and power train protection	✓		

TOTAL \$ 22,587

Code	Description
JCB	120 MPH Primary Speedometer
JJJ	12V Auxiliary Power Outlet
BAB	160 Amp Alternator
WF1	17" Steel Spare Wheel
WFP	17X7.0 Steel Wheels
DJG	215MM Front Axle
DRN	235MM REAR AXLE
NFW	26 Gallon Fuel Tank
SCF	4-Spoke Steering Wheel
EVE	4.7L V8 FFV Engine
CBE	40/20/40 Split Bench Seat
MUS	4X4 Badge
RCG	6 Speakers
XFK	7 Pin Wiring Harness
BCN	730 Amp Maintenance Free Battery
CG3	Advanced Multistage Front Air Bags**
HAA	Air Conditioning
BRT	Anti-Lock 4-Wheel Disc Brakes
RSU	Audio Jack Input for Mobile Devices
LMG	Automatic Headlamps
CTL	Base Door Trim Panel
MNA	Black Door Handles
LE4	Black Exterior Mirrors
MB1	Black Front Bumper
MFF	Black Grille
MBN	Black Rear Bumper
XJ8	Body Color Fuel Filler Door
LPE	Cargo and CHMSL Lamp
WMMJ	Center Hub
XFH	Class IV Receiver Hitch
DS7	Conventional Differential Ft Axle
DS8	Conventional Differential Rear Axle
HGB	Dash Liner Insulation
X82	Door Parts Module
CSP	Driver/Passenger Assist Handles
JJB	Dual Note Electric Horns
DH9	Elec Shift-on-the-Fly P/Time T/Case
BNB	Electronic Stability Control
NHJ	Exterior Mirrors w/Heating Element
NAA	Federal Emissions
RDD	Fixed Long Mast Antenna
HGF	Floor Tunnel Insulation
CDR	Front Armrest w/Three Cupholders

Standard Features - Undefined	
Code	Description
MXC	Front Bumper Sight Shields
X83	Front End Parts Module
SFB	Front Heavy Duty Shock Absorbers
CGD	Front Height Adjust Shoulder Belts
MDA	Front License Plate Bracket
LAX	Front Passenger Seat Belt Alert
SHA	Front Stabilizer Bar
MEN	Front Wheel Spats
TBB	Full Size Spare Tire
TZA	Goodyear Brand Tires
MCL	Gray Upper Fascia
Z6D	GVW Rating - 6800#
LME	Halogen Quad Headlamps
NMC	Heavy Duty Engine Cooling
NHD	Heavy Duty Transmission Oil Cooler
LA6	Incandescent Tail Lamps
JAT	Instrument Cluster w/Display Screen
JBF	Instrument Panel Black Bezel
X81	Instrument Panel Parts Module
XJ1	Locking Tailgate
JP8	Manual Adjust Seats
APA	Monotone Paint
MHL	MOPAR Rear Wheel Well Liners
TTM	P265/70R17 BSW All Season Tires
JKY	Power Accessory Delay
GT6	Power Heated Mirrors, Fold-Away
JPB	Power Locks
SBA	Power Rack and Pinion Steering
JP3	Pwr Front Windows, 1-Touch, Up & Down
MS2	Ram 1500 Badge
MGA	Ram's Head Badge
LCH	Rear Dome Lamp
GJD	Rear Fixed Window
CFM	Rear Folding Seat
SGB	Rear Heavy Duty Shock Absorbers
SHF	Rear Stabilizer Bar
CUE	Rear Underseat Compartment Storage
GNA	Rear View Day/Night Mirror
MPP	Rear Wheel Spats
X8Z	Seat Parts Module
GXX	Sentry Key Theft Deterrent System
NHM	Speed Control
XMF	Spray in Bedliner

Standard Features - Undefined	
Code	Description
CJ2	Supp. Side Curtain Fr/Rr Air Bags
CJ1	Supplemental Frt Seat Side Air Bags
CGS	Supplemental Side Air Bags
SUA	Tilt Steering Column
GAC	Tinted Glass Windows
GBB	Tinted Windshield Glass
XBN	Tip Start
X88	Tire & Wheel Parts Module
TBM	Tire Carrier Winch
XGM	Tire Pressure Monitoring Display
XFU	Trailer Tow w/4-Pin Connector Wiring
RA1	Uconnect 3.0 AM/FM
CV3	Urethane Shift Knob
JHA	Var Intermittent Windshield Wipers
LAZ	Vehicle Information Center

## EXCEPTION TO BID CONDITIONS & SPECIFICATIONS:

- 1) AIR CONDITIONING SYSTEM FEATURES A SINGLE TEMPERATURE CONTROL.



# Fuoco Motor Co.

741 North First • Grand Junction, Colorado • 81501-2235 • Phone: (970) 242-1571

April 17, 2013

Mr. Bobby O'Dell  
Public Works Superintendent  
Department of Public Works  
Rifle City Hall  
202 Railroad Avenue  
Rifle, Colorado 81650

Re: Request for Bid

Dear Mr. O'Dell:

Thank you for considering our bid to provide a 2013 Sierra 1500HD 4WD Extended Cab. Fuoco Motor Company has served the Grand Valley for over 75 years and is committed to providing quality vehicles and maintaining them so that they are ready when you need them to help get the job done.

The following Schedules detail our proposal:

- Schedule A: Pricing
- Schedule B: Specifications
- Schedule C: Exception to Bid Conditions and Specifications

At Fuoco Motor Company our goal is that you are completely satisfied with any sales or service experience that you have with us. Our commercial customers receive priority service from a Service Professional assigned specifically to their account. In addition, you will receive "first in line" attention and use of "work ready" loaners when necessary.

Again, thank you for considering our proposal to provide a 2013 Sierra 1500HD. If I may be of further assistance our should there be any questions, please do not hesitate to contact me at your earliest convenience at 970-314-0684.

Respectfully,



Brent W. Huffaker  
Commercial Sales Associate



Commercial Sales Associate

## **Schedule A: Pricing**

One, 2013 GMC Sierra 1500HD 4WD Extended Cab Work Truck    \$24,748.71

## Schedule B: Specifications

### 2013 Retail GMC Sierra 1500 4WD Ext Cab 143.5" Work Truck TK10753 **STANDARD EQUIPMENT**

#### *ENTERTAINMENT*

- Audio system, AM/FM stereo with seek-and-scan and digital clock (Not available with (U2K) SiriusXM Satellite Radio.)
- SiriusXM Satellite Radio, delete
- Audio system feature, speaker system (Included with (5B5) power windows, doors and locks, SEO. Includes 4 speakers on Regular Cab models and 6 speakers on Extended and Crew Cab models.)

#### *EXTERIOR*

- Wheels, 4 - 17" x 7.5" (43.2 cm x 19.1 cm) steel, 6-lug painted includes painted center caps (spare wheel will not cosmetically match the other 4 wheels)
- Tires, P265/70R17 all-season, blackwall includes a blackwall spare tire (Requires 4WD models.)
- Wheel, 17" (43.2 cm) steel spare (spare wheel will not cosmetically match the other 4 wheels)
- Tire carrier outside spare, winch-type mounted under frame at rear
- Spare tire lock keyed cylinder lock that utilizes same key as ignition and door
- Bumper, front chrome (Includes Black bumper top caps.)
- Bumper, rear chrome, step-style with pad
- Air dam, Black
- Grille, Black surround
- Headlamps, dual halogen composite with automatic exterior lamp control and flash-to-pass feature
- Lamps, dual cargo area lamps
- Mirrors, outside manual, Black, manual-folding
- Glass, Solar-Ray light-tinted, all windows
- Wipers, front intermittent wet-arm with pulse washers
- Tailgate protection, top of tailgate protection cap
- Door handles, black

#### *INTERIOR*

- Seats, front 40/20/40 split-bench 3-passenger, driver and front passenger manual reclining with outboard head restraints and center fold-down armrest with storage
- Seat trim, Dark Titanium vinyl
- Seat, rear bench (folds up), full width, folding, 3-passenger (includes child seat top tether anchor) (Standard with Extended Cab models only.)
- Floor covering, Graphite-colored rubberized-vinyl
- Steering wheel includes theft-deterrent locking feature
- Steering column Tilt-Wheel, adjustable with brake/transmission shift interlock
- Driver Information Center with odometer, trip odometer and message center (monitors numerous systems depending on vehicle equipment level including low fuel, turn signal "on", transmission temperature and oil change notification) (Driver Information Center controls are operated through the trip button unless (UK3) steering wheel mounted audio controls is ordered. On 3SA, 3SF and 4SA, includes 8-point compass and outside temperature.)

- Instrumentation, analog with speedometer, fuel level, engine temperature, and tachometer
- Warning tones headlamp on, key-in-ignition, driver and passenger buckle up reminder and turn signal on
- Windows, fixed, rear access door (Standard with Extended Cab models only.)
- Cruise control, electronic with set and resume speed, located on steering wheel
- Air conditioning, single-zone manual front climate control
- Cup holders, front (Also includes rear cupholders on Extended and Crew Cab models. Rear cupholders are not included with (AE7) front 40/20/40 split-bench seat.)
- Power outlets 2 auxiliary instrument panel-mounted with covers, 12-volt
- Mirror, inside rearview manual day/night
- Headliner, Opal Gray-colored cloth with matching retainer moldings
- Visors, driver and front passenger sliding with clip and passenger side vanity mirror with cover, Opal Gray-colored
- Assist handle, front passenger (Also includes rear assist handles in the headliner on Extended and Crew Cab models.)
- Lighting, interior with dome and reading lights, illuminated entry feature and backlit instrument panel switches
- Coat hooks, rear driver and passenger side

#### MECHANICAL

- Engine, Vortec 4.8L Variable Valve Timing V8 SFI Flex Fuel capable of running on unleaded or up to 85% ethanol (302 hp [225.2 kW] @ 5600 rpm, 305 lb-ft torque [411.8 N-m] @ 4600 rpm), iron block (Standard with TK10753 and T\*10543 models only. Not available on T\*10953 models.)
- Transmission, 4-speed automatic, electronically controlled with overdrive and tow/haul mode (On Crew Cab models, requires (L20) Vortec 4.8L V8 SFI Flex-Fuel engine. Not available on T\*10953 models.)
- Rear axle, 3.42 ratio (Refer to Engine/Axle chart for availability.)
- Suspension Package, Solid Smooth Ride includes 35 mm piston twin tube shocks and 36mm front stabilizer bar
- GVWR, 7000 lbs. (3175 kg) (Requires TK10753, TK10953 or TK10543 models.)
- Transfer case, with floor-mounted shifter (Requires 4WD models.)
- Four wheel drive
- Battery, heavy-duty 600 cold-cranking amps maintenance-free with rundown protection and retained accessory power
- Alternator, 145 amps
- Frame, fully-boxed, hydroformed front section
- Recovery hooks, front, Black (Standard on 4WD Models. On 2WD models, available to order for Fleet or Government types only and requires (PCX) Work Truck Plus Package.)
- Pickup box, Wideside
- Suspension, front independent, coil over shock
- Suspension, rear 2-stage multi-leaf springs, semi-elliptic
- Steering, power, rack-and-pinion
- Brakes, 4-wheel antilock, front disc/rear drum
- Exhaust, aluminized stainless-steel muffler and tailpipe
- Tools, mechanical jack and wheel wrench located in back of cab

#### SAFETY

- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
- Daytime Running Lamps with automatic exterior lamp control
- Air bags, frontal, driver and right-front passenger with Passenger Sensing System (Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

- Air bags, head curtain side-impact, front and rear outboard seating positions with rollover sensor (Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Air bags, seat-mounted side-impact, driver and right-front passenger for thorax and pelvic protection (Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- OnStar, delete
- Tire Pressure Monitor System (does not apply to spare tire)

## **SELECTED MODEL & OPTIONS**

### **SELECTED OPTIONS - 2013 Retail TK10753 4WD Ext Cab 143.5" Work Truck**

#### **CATEGORY**

##### **Code**

#### **SUSPENSION PKG**

Z83 SUSPENSION PACKAGE, SOLID SMOOTH RIDE includes 35 mm piston twin tube shocks and 36mm front stabilizer bar (STD)

#### **EMISSIONS**

FE9 EMISSIONS, FEDERAL REQUIREMENTS

#### **ENGINE**

L20 ENGINE, VORTEC 4.8L VARIABLE VALVE TIMING V8 SFI FLEXFUEL capable of running on unleaded or up to 85% ethanol (302 hp [225.2 kW] @ 5600 rpm, 305 lb-ft torque [411.8 N-m] @ 4600 rpm), iron block (Standard with TK10753 and T\*10543 models only. Not available on T\*10953 models.) (STD)

#### **TRANSMISSION**

M30 TRANSMISSION, 4-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED with overdrive and tow/haul mode (On Crew Cab models, requires (L20) Vortec 4.8L V8 SFI Flex-Fuel engine. Not available on T\*10953 models.) (STD)

#### **GVWR**

C5W GVWR, 7000 LBS. (3175 KG) (Requires TK10753, TK10953 or TK10543 models.)

#### **AXLE**

GU6 REAR AXLE, 3.42 RATIO (Refer to Engine/Axle chart for availability.)

#### **PREFERRED EQUIPMENT GROUP**

1SA WORK TRUCK PREFERRED EQUIPMENT GROUP Includes Standard \$0.00\$0.00

#### **Equipment**

##### **WHEELS**

NX7 WHEELS, 4 - 17" X 7.5" (43.2 CM X 19.1 CM) STEEL, 6-LUG PAINTED includes painted center caps (spare wheel will not cosmetically match the other 4 wheels) (STD)

##### **TIRES**

QVL TIRES, P265/70R17 ALL-SEASON, BLACKWALL includes a blackwall spare tire (Requires 4WD models.) (STD)

##### **PAINT SCHEME**

ZY1 SOLID PAINT

##### **PAINT**

50U SUMMIT WHITE

##### **SEAT TYPE**

AE7 SEATS, FRONT 40/20/40 SPLIT-BENCH 3-passenger, driver and front passenger manual reclining with outboard head restraints and center fold-down armrest with storage (STD)

##### **SEAT TRIM**

88B DARK TITANIUM, CLOTH SEAT TRIM (Seats are Ebony seating surfaces and Ebony bolsters.)

##### **RADIO**

US8 AUDIO SYSTEM, AM/FM STEREO WITH MP3 COMPATIBLE CD PLAYER seek-and-scan, digital clock, auto-tone control, Radio Data System (RDS), speed-compensated volume and TheftLock (Required with (U2K) SiriusXM Satellite Radio.)

ADDITIONAL EQUIPMENT

UPF BLUETOOTH FOR PHONE personal cell phone connectivity to vehicle audio system (Includes (UK3) steering wheel-mounted audio controls and (NP5) leather-wrapped steering wheel. Requires (UE1) OnStar and (US8) AM/FM stereo with MP3 compatible CD player. Not available with (UE0) OnStar delete or (UM7) AM/FM stereo. Requires OnStar hardware (UE1), but subscription to OnStar services not required for operation.)

AM1 SEAT ADJUSTER, MANUAL LUMBAR CONTROL ON THE DRIVER-SIDE (Included and only available with (88B) Dark Titanium Cloth seat trim.)

NP5 STEERING WHEEL, LEATHER-WRAPPED with theft-deterrent locking feature (Included and only available with (UPF) Bluetooth for phone.)

UK3 STEERING WHEEL CONTROLS, MOUNTED AUDIO CONTROLS (Included and only available with (UPF) Bluetooth for phone.)

AU3 DOOR LOCKS, POWER includes Remote Keyless Entry (Standard on Crew Cab models. Includes Remote Keyless Entry unless SEO (5B5) power windows, locks and mirrors is ordered. Included with (PCM) Work Truck Preferred Package.)

AU0 REMOTE KEYLESS ENTRY with 2 transmitters and panic button (Included and only available with (AU3) power door locks unless SEO (5B5) power windows, locks and mirrors is ordered.)

UE1 ONSTAR, 6 MONTHS OF DIRECTIONS AND CONNECTIONS PLAN includes Automatic Crash Response, Emergency Services, Crisis Assist, Stolen Vehicle Assistance including Stolen Vehicle Slowdown and Remote Ignition Block, Remote Door Unlock (requires power locks), Turn-by-Turn Navigation with Destination Download (requires navigation radio) and OnStar eNav (where available), OnStar Vehicle Diagnostics, Roadside Assistance, Remote Horn and Lights, and Hands Free Calling. (Retail orders require (AU3) power door locks and (AU0) Remote Keyless Entry. Visit onstar.com for details and system limitations.)  
AUTOMATIC CRASH RESPONSE (Included and only available with (UE1) OnStar.)

ADDITIONAL EQUIPMENT

\_\_\_ STOLEN VEHICLE ASSISTANCE (Included and only available with (UE1) OnStar.)

\_\_\_ ONSTAR TURN-BY-TURN NAVIGATION (Included and only available with (UE1) OnStar.)

SPECIAL EQUIPMENT OPTIONS 8S3BACKUP ALARM, 97 DECIBELS (Not available on models \*\*10543.)

## **Schedule C: Exception to Bid Conditions and Specifications**

The Air Conditioning is single temperature control.

## **Bobby O'Dell**

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**From:** Maryann Dodson  
**Sent:** Thursday, April 18, 2013 10:28 AM  
**To:** Bobby O'Dell  
**Subject:** FW: 2013Extcabbid

Maryann Dodson  
Administrative Assistant  
Public Works Department  
City of Rifle  
970-665-6555  
Fax 970-625-6268

---

**From:** Curtis Gipson [curtisgipsongjc@yahoo.com]  
**Sent:** Wednesday, April 17, 2013 7:48 PM  
**To:** Maryann Dodson  
**Subject:** 2013Extcabbid

Hello Bobby,

This is Curtis Gipson at Grand Junction Chrysler. Due to early build out of Chrysler fleet orders this year I will not be able to bid the 2013 Extended Cab 4x4 pickup at this time.

Please keep us on the bid list for future offers.

Thank You,

Curtis Gipson  
Grand Junction Chrysler, Jeep, Dodge & Ram  
970 245-3100  
[curtisgipsongjc@yahoo.com](mailto:curtisgipsongjc@yahoo.com)

**UTILITY DEPARTMENT  
INTEROFFICE MEMO**



**H2O** Water

**TO: City Council**

**FROM: Jim Miller, Resident Engineer  
Dick Deussen, Director of Utilities**

**DATE: April 24, 2013**

**RE: RRWPF - Waiver of Municipal Code Requirement for Award to Low Bid**

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The municipal code has a purchasing requirement (Sec. 4-3-50) for bonded projects greater than \$100,000 to be competitively awarded to the low bid. The Rifle Regional Water Purification Facility (RRWPF) is anticipated to receive competitive bids from large, bonded, pre-qualified general contractors, including regional and national ranked contractors, in the \$19M range +/- a few million. The total investment is several million dollars greater.

The municipal code also has a waiver provision at (Sec. 4-3-80). We are requesting that the City Council waive the typical low bid requirement of the purchasing code, and allow the City to make award based on a best value basis. The management team (Matt, John, Phil, Dick, and myself) are in unanimous agreement that circumstances are such that award of the project be based on the best value of price, schedule, safety record, qualifications of key personnel, change order history of key contractor personnel, consideration of local contractors, and compliance with SRF funding agency requirements is a better approach than the low bid method.

The circumstances that support an award based on best value include:

- The RO portion of the project creates risk that is difficult to price and hence expensive to price without an accurate condition assessment. We recently concluded it was not possible to obtain and accurate condition assessment prior to bid because we cannot pipe the equipment, or connect to a power source, or hydrostatically test the system.
- The bid form will have several Alternates that the City will be able, if funds are available, to elect to keep in the project. This increases the mathematical probability of the award being made to someone other than the lowest base bid since the combined sum of base bid and the selected Alternates generates a second set of numbers for comparison that may not yield the same result as the lowest bidder based on base bid alone.
- It has been a year since contractors were pre-qualified and firms may have lost, or committed, key personnel (project managers and superintendents) to other projects. A best value basis allows the City to consider and possibly dismiss contractors proposing inexperienced personnel and contractors with a poorer history or large unexplained magnitude of change orders.
- Enhanced ability to encourage use of local contractors and resources by requesting a list of subcontractors they will use.

**UTILITY DEPARTMENT  
INTEROFFICE MEMO**



**H2O Water**

- Allows the City to consider price and schedule together instead of only price. Extended schedules or overly aggressive schedules place additional burdens on the City.

I have verified that the agency administering and providing construction funds allows award to be made on best value. Malcolm Pirnie/Arcadis supports the decision to make an award based on best value. The City has awarded past contracts on best value.

Note that there would still be a bid opening where pertinent information from the bidders will be read out loud in a transparent manner. After bids are read aloud, an evaluation period is planned. During this evaluation period, staff, Malcolm Pirnie/Arcadis, and Phil Vaughan would independently evaluate material submitted with each bid and then meet to produce a recommendation for the City Council's approval. On behalf of the project team, we believe it is in the best interest of the City to proceed with the award of the project on a best value basis.

Your consideration on this matter is requested.

Sincerely,

**Jim Miller, P.E.**  
**Resident Engineer - RRWPF**  
**City of Rifle, Utilities Department**  
**970-665-6558**  
[jimmiiler@rifle.co.org](mailto:jimmiiler@rifle.co.org)

**CITY OF RIFLE, COLORADO  
ORDINANCE NO. 7  
SERIES OF 2013**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING  
CHAPTER 16 ARTICLE 12 OF THE RIFLE MUNICIPAL CODE TO  
INCORPORATE THE RULES AND REGULATIONS FOR REGULATORY  
FLOODPLAINS IN COLORADO AS PROMULGATED BY THE COLORADO  
WATER CONSERVATION BOARD.

WHEREAS, the Colorado Water Conservation Board (“CWCB”) has promulgated Rules and Regulations for Regulatory Floodplains in Colorado (the “Rules”) to regulate floodplains, the activities that may impact floodplains, and to stipulate the process by which flood plains will be designated and approved; and

WHEREAS, the Rules must be adopted by ordinance pursuant to the authority vested in the CWCB in sections 24-4-103, 24-65.1-101(1)(c)(I), 24-65.1-202(2)(a)(I), 24-65.1-302(2)(a), 24-65.1-403(3), 30-28-111(1)–(2), 31-23-301(1)–(3), 37-60-106(1), 37-60-106(1)(c)–(g), (j), (k), C.R.S. (2012); and

WHEREAS, the City of Rifle (the “City”) desires to amend the Rifle Municipal Code to adopt the Rules as promulgated by CWCB.

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

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

Section 2. Section 16-12-30 of the Rifle Municipal Code is hereby amended to read as follows, with additions shown in **bold, double underlined text**, and ~~strike-through language is deleted.~~

**Sec. 16-12-30. Definitions.**

\*\*\*

**Addition means any activity that expands the enclosed footprint or increases the horizontal square footage of an existing structure.**

\*\*\*

~~Area of special flood hazard means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year.~~

\*\*\*

**Base Flood Elevation (BFE) means the elevation shown on a FEMA Flood Insurance Rate Map for Zones AE, AH, A1-A30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO, V1-V30, and VE that indicates the water surface elevation resulting from a flood that has a one percent chance of equaling or exceeding that level in any given year.**

**Basement means any area of a building having its floor sub-grade (below ground level) on all sides.**

**Conditional Letter of Map Revision (CLOMR) means FEMA's comment on a proposed project, which does not revise an effective floodplain map, that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodplain.**

\*\*\*

*Development* means any manmade change to improved or unimproved real estate, including but not limited to building or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, **or storage of equipment or materials** located within the area of special flood hazard.

\*\*\*

*Flood insurance study* means the official report provided by the Federal Emergency Management Agency that includes flood profiles, the Flood Boundary Floodway Map **Flood Insurance Rate Map** and the water surface elevation of the base flood.

**Floodplain Administrator means the community official designated by title to administer and enforce the floodplain management regulations.**

**Floodproofing Any combination of structural and/or non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.**

*Floodway* means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than ~~one (1) foot~~ **a designated height. The Colorado Statewide standard for the designated height to be used for all newly studied reaches shall be one-half foot.**

**Historic Structure means any structure that is:**

- 1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;**
- 2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;**

3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either”
  - a. By an approved state program as determined by the Secretary of the Interior or;
  - b. Directly by the Secretary of the Interior in States without approved programs.

Letter of Map Revision (LOMR) means an official revision to the currently effective FEMA map. It is issued by FEMA and changes flood zones, delineations, and elevations.

Letter of Map Revision Based on Fill (LOMR-F) means FEMA’s modification of the Special Flood Hazard Area (SFHA) shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway.

\*\*\*

No-Rise Certification means a record of results of an engineering analysis conducted to determine whether a project will increase flood heights in a floodway. A No-Rise Certification must be supported by technical data and signed by a registered Colorado Professional Engineer. The supporting technical data should be based on the standard step-backwater computer model used to develop the 100-year floodway shown on the Flood Insurance Rate Map (FIRM) or Flood Boundary and Floodway Map (FBFM).

\*\*\*

Special Flood Hazard Area means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year, i.e., the 100-year floodplain.

\*\*\*

Violation means the failure of a structure or other development to be fully compliant with the community’s floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)4, (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

Section 3. Section 16-12-40 of the Rifle Municipal Code is hereby amended to read as follows, with additions shown in **bold, double underlined text**, and strike-through language is deleted.

**Sec. 16-12-40. Lands to which Article applies.**

This Article shall apply to all ~~areas of special flood hazards~~ SFHA's within the jurisdiction of the City floodplain by the issuance of a LOMR-F.

Section 4. Section 16-12-50 of the Rifle Municipal Code is hereby amended to read as follows, with additions shown in **bold, double underlined text**, and ~~strike through language is deleted.~~

**Sec. 16-12-50. Basis for establishing areas of special flood hazard.**

The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled "Flood Insurance Study for Rifle, Colorado," dated January 3, 1986, with accompanying flood insurance rate maps (FIRM), are adopted by reference and declared to be a part of this Article. Copies of the flood insurance study shall be made available for inspection by the public at the City Clerk's office.

\*\*\*

Section 5. Section 16-12-80 of the Rifle Municipal Code is hereby amended to read as follows, with additions shown in **bold, double underlined text**, and ~~strike through language is deleted.~~

**Sec. 16-12-80. Interpretation/Severability.**

**In the interpretation and application of this Article, all provisions shall be:**

- (1) Considered as minimum requirements;**
- (2) Liberally construed in favor of the City Council; and**
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.**

**This Article and the various parts thereof are hereby declared to be severable. Should any section of this Article be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Article as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid.**

Section 6. Section 16-12-110 of the Rifle Municipal Code is hereby amended to read as follows, with additions shown in **bold, double underlined text**, and ~~strike through language is deleted.~~

**Sec. 16-12-110. Duties and responsibilities of Public Works Director.**

The Public Works Director is appointed to administer and implement this Article by granting or denying special development permit applications, and his or her duties shall include but not be limited to:

(1) Permit review.

a. Review all development permits to determine that the permit requirements of this Article have been satisfied;

b. Review all development permits to determine that all necessary permits have been obtained from those federal, state or local governmental agencies from which prior approval is required; and

c. Review all development permits to determine if the proposed development is located in the floodway. If located in the floodway, assure that the encroachment provisions of Section 16-12-220 below are met.

**d. Inspect all development at appropriate times during the period of construction to ensure compliance with all provisions of this Article, including proper elevation of the structure.**

**e. For waterways with Base Flood Elevations for which a regulatory Floodway has not been designated, no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one-half foot at any point within the community.**

**f. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one-half foot, provided that the community first applies for a conditional FIRM revision through FEMA (Conditional Letter of Map Revision), fulfills the requirements for such revisions as established under the provisions of Section 65.12 and receives FEMA approval.**

(2) Use of other base flood data. When base flood elevation data has not been provided in accordance with Section 16-12-50 above, the Public Works Director shall obtain, review and reasonably utilize any base flood elevation and floodway data available from federal, state or other sources, in order to administer this Article.

(3) Information to be obtained and maintained.

- a. Obtain and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures and whether or not the structure contains a basement.
  - b. For all new or substantially improved floodproofed structures:
    1. Verify and record the actual elevation (in relation to mean sea level); and
    2. Maintain the floodproofing certifications required in Section 16-12-100(3) above.
  - c. Maintain for public inspection all records pertaining to the provisions of this Article.
- (4) Alteration of watercourses.

**a. Channelization and flow diversion projects shall appropriately consider issues of sediment transport, erosion, deposition, and channel migration and properly mitigate potential problems through the project as well as upstream and downstream of any improvement activity. A detailed analysis of sediment transport and overall channel stability should be considered, when appropriate, to assist in determining the most appropriate design.**

**b. Channelization and flow diversion projects shall evaluate the residual 100-year floodplain.**

**c. Any channelization or other stream alteration activity proposed by a project proponent must be evaluated for its impact on the regulatory floodplain and be in compliance with all applicable Federal, State and local floodplain rules, regulations and ordinances.**

**d. Any stream alteration activity shall be designed and sealed by a registered Colorado Professional Engineer or Certified Professional Hydrologist.**

**e. All activities within the regulatory floodplain shall meet all applicable Federal, State and City of Rifle floodplain requirements and regulations.**

**f. Within the Regulatory Floodway, stream alteration activities shall not be constructed unless the project proponent demonstrates through a Floodway analysis and report, sealed by a registered Colorado Professional Engineer, that there is not more than a 0.00-foot rise in the proposed conditions compared to existing conditions Floodway resulting from the project, otherwise known as a No-Rise Certification, unless the community first applies for a CLOMR and Floodway revision in accordance with Section D of this Article.**

**g. Maintenance shall be required for any altered or relocated portions of watercourses so that the flood-carrying capacity is not diminished.**

h. Notify the County, any adjacent communities and the Colorado Water Conservation Board prior to any alteration or relocation of the watercourse if such relocation requires a building permit; and submit evidence of such notification to the Federal Emergency Management Agency.

i. Require that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished.

(5) Interpretation of FIRM boundaries. Make interpretations where needed as to the exact location of the boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 16-12-120 below.)

Section 7. Section 16-12-120(b) of the Rifle Municipal Code is hereby amended to read as follows, with additions shown in **bold, double underlined text**, and ~~strike through language is deleted.~~

#### **Sec. 16-12-120. Variance procedure.**

(b) Conditions for variances.

~~(1) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this Section.~~

**(1) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.**

(2) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(3) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(4) Variances shall only be issued upon:

a. A showing of good and sufficient cause;

b. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and

c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety or extraordinary public expense, create

nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(5) Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

Section 8. Section 16-12-190 of the Rifle Municipal Code is hereby amended to read as follows, with additions shown in **bold, double underlined text**, and ~~strike through language is deleted.~~

#### **Sec. 16-12-190. Residential construction.**

New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, to **at least one foot** ~~or~~ above base flood elevation. In any new construction and substantial improvements of residential structures within any AO zone as defined on the Flood Insurance Rate Map, the lowest floor (including basement) shall be elevated above the highest adjacent grade at least **one foot above** ~~as high as~~ the depth number specified in feet on the Flood Insurance Rate Map, or at least ~~two~~ three (3) feet if no depth number is specified. Further, within any AO zone, adequate drainage paths shall be provided around structures to guide floodwaters around and away from the proposed structures.

Section 9. Section 16-12-200 of the Rifle Municipal Code is hereby amended to read as follows, with additions shown in **bold, double underlined text**, and ~~strike through language is deleted.~~

#### **Sec. 16-12-200. Nonresidential construction.**

New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall either have the lowest floor, including basement, elevated **at least one foot above** ~~to~~ the level of the base flood elevation; or, together with attendant utility and sanitary facilities, shall:

(1) Be floodproofed so that, **below one foot above** the base flood level, the structure is watertight with walls substantially impermeable to the passage of water.

(2) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

(3) Provide that, where a nonresidential structure is intended to be made watertight below the base flood level, (a) a registered professional engineer or architect shall develop and/or review structural design, specifications and plans for the construction and shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the applicable provisions of this Article, and (b) a record of such certificates, which

includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed, shall be maintained with the official designated by the City under Section 16-12-110 of this Article.

(4) If the structure is located within an AO zone, as defined on the Flood Insurance Rate Map, shall have the lowest floor thereof, including basement, elevated above the highest adjacent grade at least **one foot above** ~~as high as~~ the depth number specified in feet on the Flood Insurance Rate Map, or at least ~~two~~ three (3) feet if no depth number is specified.

(5) If the structure is located within an AO zone as herein defined, provide adequate drainage paths around structures on slopes, to guide floodwaters around and away from proposed structures.

Section 10. Section 16-12-210 of the Rifle Municipal Code is hereby amended to read as follows, with additions shown in **bold, double underlined text**, and ~~strike through language is deleted.~~

**Sec. 16-12-210. Manufactured homes.**

(a) Manufactured homes shall be anchored in accordance with Section 16-12-140 above.

(b) All manufactured homes placed or substantially improved within zones A1-30, AH and AE (as defined by the Federal Emergency Management Agency), on sites which are outside a manufactured home park or subdivision, a new manufactured home park or subdivision, and an expansion to an existing manufactured home park or subdivision or in an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as a result of flood, shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and shall be securely to an adequately anchored foundation system to resist flotation, collapse and lateral movement.

(c) All manufactured homes which are placed or substantially improved on sites in existing manufactured home parks or subdivisions within zones A1-30, AH and AE (as defined by the Federal Emergency Management Agency), which are not the subject of Subsection (b) above, shall be elevated so that either: (1) the lowest floor of the manufactured home is **one foot above** ~~at or above~~ the base flood elevation; or (2) the manufactured home chassis is supported by reinforced piers or other foundation elements that are no less than thirty-six (36) inches in height above grade and securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.

Section 11. Section 16-12-230 of the Rifle Municipal Code is hereby enacted in its entirety to read as shown in **bold, double underlined text**.

**Sec. 16-12-230. Properties Removed From the Floodplain By Fill.**

**A Floodplain Development Permit shall not be issued for the construction of a new structure or addition to an existing structure on a property removed from the floodplain by the issuance of a FEMA Letter of Map Revision Based on Fill (LOMR-F), unless such new structure or addition complies with the following:**

**(1) Residential Construction: The lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), must be elevated to one foot above the Base Flood Elevation that existed prior to the placement of fill.**

**(2) Nonresidential Construction: The lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), must be elevated to one foot above the Base Flood Elevation that existed prior to the placement of fill, or together with attendant utility and sanitary facilities be designed so that the structure or addition is watertight to at least one foot above the base flood level that existed prior to the placement of fill with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.**

Section 12. Section 16-12-240 of the Rifle Municipal Code is hereby enacted in its entirety to read as shown in **bold, double underlined text**.

**Sec. 16-12-240. Standards for Critical Facilities.**

**A Critical Facility is a structure or related infrastructure, but not the land on which it is situated, as specified in Rule 6 of the Rules and Regulations for Regulatory Floodplains in Colorado, that if flooded may result in significant hazards to public health and safety or interrupt essential services and operations for the community at any time before, during and after a flood.**

**(a) Critical Facilities are classified under the following categories: (a) Essential Services; (b) Hazardous Materials; (c) At-Risk Populations; and (d) Vital to Restoring Normal Services.**

**(1) Essential services facilities include public safety, emergency response, emergency medical, designated emergency shelters, communications, public utility plant facilities, and transportation lifelines. These facilities consist of:**

**a. Public safety (police stations, fire and rescue stations, emergency vehicle and equipment storage, and, emergency operation centers);**

**b. Emergency medical (hospitals, ambulance service centers, urgent care centers having emergency treatment functions, and non-ambulatory surgical structures but excluding clinics, doctors offices, and non-urgent care medical structures that do not provide these functions);**

**c. Designated emergency shelters;**

**d. Communications (main hubs for telephone, broadcasting equipment for cable systems, satellite dish systems, cellular systems, television, radio, and other emergency warning systems, but excluding towers, poles, lines, cables, and conduits);**

**e. Public utility plant facilities for generation and distribution (hubs, treatment plants, substations and pumping stations for water, power and gas, but not including towers, poles, power lines, buried pipelines, transmission lines, distribution lines, and service lines); and**

**d. Air Transportation lifelines (airports (municipal and larger), helicopter pads and structures serving emergency functions, and associated infrastructure (aviation control towers, air traffic control centers, and emergency equipment aircraft hangars).**

**Specific exemptions to this category include wastewater treatment plants (WWTP), non-potable water treatment and distribution systems, and hydroelectric power generating plants and related appurtenances.**

**Public utility plant facilities may be exempted if it can be demonstrated to the satisfaction of the City of Rifle that the facility is an element of a redundant system for which service will not be interrupted during a flood. At a minimum, it shall be demonstrated that redundant facilities are available (either owned by the same utility or available through an intergovernmental agreement or other contract) and connected, the alternative facilities are either located outside of the 100-year floodplain or are compliant with the provisions of this Article, and an operations plan is in effect that states how redundant systems will provide service to the affected area in the event of a flood. Evidence of ongoing redundancy shall be provided to the City of Rifle on an as-needed basis upon request.**

**(2) Hazardous materials facilities include facilities that produce or store highly volatile, flammable, explosive, toxic and/or water-reactive materials. These facilities may include:**

**a. Chemical and pharmaceutical plants (chemical plant, pharmaceutical manufacturing);**

**b. Laboratories containing highly volatile, flammable, explosive, toxic and/or water-reactive materials;**

c. Refineries;

d. Hazardous waste storage and disposal sites; and

e. Above ground gasoline or propane storage or sales centers.

Facilities shall be determined to be Critical Facilities if they produce or store materials in excess of threshold limits. If the owner of a facility is required by the Occupational Safety and Health Administration (OSHA) to keep a Material Safety Data Sheet (MSDS) on file for any chemicals stored or used in the work place, AND the chemical(s) is stored in quantities equal to or greater than the Threshold Planning Quantity (TPQ) for that chemical, then that facility shall be considered to be a Critical Facility. The TPQ for these chemicals is: either 500 pounds or the TPQ listed (whichever is lower) for the 356 chemicals listed under 40 C.F.R. § 302 (2010), also known as Extremely Hazardous Substances (EHS); or 10,000 pounds for any other chemical. This threshold is consistent with the requirements for reportable chemicals established by the Colorado Department of Health and Environment. OSHA requirements for MSDS can be found in 29 C.F.R. § 1910 (2010). The Environmental Protection Agency (EPA) regulation "Designation, Reportable Quantities, and Notification," 40 C.F.R. § 302 (2010) and OSHA regulation "Occupational Safety and Health Standards," 29 C.F.R. § 1910 (2010) are incorporated herein by reference and include the regulations in existence at the time of the promulgation this Article, but exclude later amendments to or editions of the regulations.

a. Finished consumer products within retail centers and households containing hazardous materials intended for household use, and agricultural products intended for agricultural use.

b. Buildings and other structures containing hazardous materials for which it can be demonstrated to the satisfaction of the local authority having jurisdiction by hazard assessment and certification by a qualified professional (as determined by the local jurisdiction having land use authority) that a release of the subject hazardous material does not pose a major threat to the public.

c. Pharmaceutical sales, use, storage, and distribution centers that do not manufacture pharmaceutical products Chemical and pharmaceutical plants (chemical plant, pharmaceutical manufacturing).

These exemptions shall not apply to buildings or other structures that also function as Critical Facilities under another category outlined in this Article.

(3) At-risk population facilities include medical care, congregate care, and schools. These facilities may consist of:

a. Elder care ( nursing homes);

b. Congregate care serving 12 or more individuals ( day care and assisted living);

c. Public and private schools (pre-schools, K-12 schools), before-school and after-school care serving 12 or more children).

(4) Facilities vital to restoring normal services including government operations. These facilities consist of:

a. Essential government operations (public records, courts, jails, building permitting and inspection services, community administration and management, maintenance and equipment centers);

b. Essential structures for public colleges and universities (dormitories, offices, and classrooms only).

These facilities may be exempted if it is demonstrated to the City of Rifle that the facility is an element of a redundant system for which service will not be interrupted during a flood. At a minimum, it shall be demonstrated that redundant facilities are available (either owned by the same entity or available through an intergovernmental agreement or other contract), the alternative facilities are either located outside of the 100-year floodplain or are compliant with this Article, and an operations plan is in effect that states how redundant facilities will provide service to the affected area in the event of a flood. Evidence of ongoing redundancy shall be provided to the City of Rifle on an as-needed basis upon request.

(b) Protection of Critical Facilities. All new and substantially improved Critical Facilities and new additions to Critical Facilities located within the Special Flood Hazard Area shall be regulated to a higher standard than structures not determined to be Critical Facilities. For the purposes of this Article, protection shall include one of the following.

(1) Location outside the Special Flood Hazard Area; or

(2) Elevation of the lowest floor or floodproofing of the structure, together with attendant utility and sanitary facilities, to at least two feet above the Base Flood Elevation.

(c) Ingress and Egress of New Critical Facilities. New Critical Facilities shall, when practicable as determined by the City of Rifle, have continuous non-inundated access (ingress and egress for evacuation and emergency services) during a 100-year flood event.

**Section 13.** This ordinance shall become effective on January 1, 2014.

INTRODUCED on April 3, 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 April 17, 2013 and continued to May 15, 2013, passed with 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

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**CITY OF RIFLE, COLORADO  
ORDINANCE NO. 8 (SERIES OF 2013)**

**Authorizing the Issuance of Its  
Sales and Use Tax Refunding Revenue Bonds  
Series 2013  
In an Aggregate Principal Amount  
Not to Exceed \$2,000,000**

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**CITY OF RIFLE, COLORADO  
ORDINANCE NO. 8  
SERIES OF 2013**

AN ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF RIFLE,  
COLORADO, SALES AND USE TAX REFUNDING REVENUE BONDS,  
SERIES 2013.

WHEREAS, the City of Rifle, Colorado (the "City") is a home rule municipality and political subdivision of the State of Colorado, duly organized and existing pursuant to Art. XX of the Colorado Constitution; and

WHEREAS, at a regular municipal election (the "Election") held September 9, 2003, the registered electors of the City approved the issuance of not to exceed \$4,155,000 principal amount of sales and use tax revenue bonds for the purpose of constructing improvements to highways, streets and roads, such bonds to be payable from "one-half of the City's existing sales and use tax revenues;" and

WHEREAS, at the time of such Election, the City's then existing sales and use taxes were imposed at a total rate of 2-1/2%, consisting of 1/2% for street improvement purposes and 2% for general fund purposes; and

WHEREAS, pursuant to the authority granted at the Election, on November 20, 2003, for street improvement purposes, the City issued \$4,155,000 of its Sales and Use Tax Revenue Bonds, Series 2003 (the "Series 2003 Bonds"), which Series 2013 Bonds were secured by a pledge of the revenues from one-half of the City's then existing total 2-1/2% sales and use tax (the "Pledged Revenues"); and

WHEREAS, due to the historically low interest rates currently prevailing, the City has determined that an interest rate savings, improved cash flow and other economies can be achieved by refunding, paying and discharging the Series 2003 Bonds with proceeds of refunding bonds (the "Series 2013 Bonds") and other legally available moneys; and

WHEREAS, since the issuance of the Series 2003 Bonds the rate of the City's sales and use tax has increased from 2-1/2% to 4-1/4%, with 1% of such increase in rate specifically dedicated to park and open space purposes and 3/4% specifically dedicated to water system purposes, so that such additional taxes are not legally available as security for the Series 2003 Bonds or the Series 2013 Bonds; and

WHEREAS, the City therefore proposes to issue the Series 2013 Bonds secured by the same Pledged Revenues constituting the security for the Series 2003 Bonds;

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

**Section 1. Definitions and Construction.**

(a) *Definitions.* In this Ordinance the following terms have the following respective meanings unless the context hereof clearly requires otherwise:

“*Additional Parity Bonds*” means any Parity Securities issued after the issuance of the Series 2013 Bonds.

“*Average Annual Debt Service Requirements*” means the aggregate of all Debt Service Requirements (excluding any redemption premiums) due on the Bonds or any other given issue of Parity Securities or any portion thereof for all Bond Years beginning with the Bond Year in which Debt Service Requirements of the Bonds or such Parity Securities or any portion thereof are first payable after the computation date and ending with the Bond Year in which the last of the Debt Service Requirements are payable divided by the whole number of such years.

“*Ballot Question*” means the question submitted to and approved by a majority of the eligible electors of City voting thereon at the Election.

“*Beneficial Owners*” means those Persons having beneficial ownership interests in Bonds registered in the name of a Securities Depository or a nominee therefor.

“*Bond Purchase Agreement*” means the Bond Purchase Agreement, dated the date of its execution and delivery, between the City and the Underwriter, providing for the purchase of the Series 2013 Bonds from the City by the Underwriter.

“*Bonds*” means the Series 2013 Bonds, together with any Additional Parity Bonds issued and Outstanding hereunder from time to time.

“*Bond Year*” means the 12 months commencing on the second day of December of any calendar year and ending on the first day of December of the next succeeding calendar year.

“*Capital Projects Fund*” means the fund created and referred to in Section 5(a) hereof.

“*Charter*” means the home rule Charter of the City, as amended.

“*City*” means the City of Rifle, Colorado.

“*Code*” means the Municipal Code of the City.

“*Combined Average Annual Debt Service Requirements*” means the sum of the Average Annual Debt Service Requirements for all issues of Bonds for which the computation is being made.

“*Combined Maximum Annual Debt Service Requirements*” means the Maximum Annual Debt Service Requirements for all issues of Bonds or portions thereof for which the computation is being made, treated as a single issue.

“*Commercial Bank*” means a state or national bank or trust company that is an eligible public depository under the laws of the State, a member of the Federal Deposit Insurance Corporation and a member of the Federal Reserve System, which has a combined capital and surplus of \$25,000,000 or more, and which is located within the United States of America.

“*Cost of the Refunding Project*” means all or any part of the costs of issuance of the Series 2013 Bonds; any discount on the sale of the Series 2013 Bonds; costs of financial, professional and other estimates and advice; capitalized interest, if any, on the Series 2013 Bonds; contingencies; reserves for replacement expenses or for the payment of the principal of or interest on the Series 2013 Bonds; and all such other costs as may be necessary or incidental to the completion of the Refunding Project or any part thereof.

“*Council*” means the governing body of the City.

“*Debt Service Requirements*” means the principal of, interest on and any premium due in connection with the redemption of the Series 2013 Bonds, any Additional Parity Bonds, any Parity Securities or any other Securities payable from the Pledged Revenues.

“*Election*” means the regular municipal election held in the City on September 9, 2003.

“*Escrow Agent*” means UMB Bank, n.a., its successors and assigns.

“*Event of Default*” means one of the events described in Section 10(a) hereof.

“*Excess Investment Earnings Account*” means the special fund created and referred to in Section 51 hereof.

“*Federal Securities*” means bills, certificates of indebtedness, notes, Bonds or similar securities that are direct obligations of the United States of America or obligations the principal and interest of which are unconditionally guaranteed by the United States of America.

“*Final Terms Certificate*” means a certificate concerning the final terms of the Series 2013 Bonds, not inconsistent with this Ordinance, executed by the City Treasurer and delivered at or prior to delivery of and payment for the Series 2013 Bonds. Upon its delivery, the Final Terms Certificate shall be deemed to be incorporated in and constitute a part of this Ordinance.

“*Fiscal Year*” means the 12 months commencing on the first day of January of any calendar year and ending on the last day of December of said calendar year or such other 12-month period as may from time to time be designated by the Council as the fiscal year of the City.

“*General Fund*” means the general fund of the City heretofore created and referred to in Section 5(b) hereof into which is to be deposited all the Net Revenue from the Sales and Use Tax, except those portions required under the Code to be deposited to the Street Improvement Fund.

“*Insolvency Proceeding*” means any proceeding by or against the City commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law.

“*Interest Payment Date*” means a date designated by ordinance or Final Terms Certificate for the payment of interest on the Series 2013 Bonds or any other designated Security.

“*Letter of Representations*” means the Blanket Issuer Letter of Representations, dated as of November 1, 2003, from the City to The Depository Trust Company, as Securities Depository.

“*Maturity Date*” means a date designated by ordinance or Final Terms Certificate for the payment of principal of the Series 2013 Bonds or any other designated Securities.

“*Maximum Annual Debt Service Requirements*” means the maximum aggregate amount of Debt Service Requirements (excluding redemption premiums) due on the Bonds or any portion thereof in any Bond Year beginning with the Bond Year in which Debt Service Requirements of the Bonds or any portion thereof are first payable after the computation date and ending with the Bond Year in which the last of the Debt Service Requirements are payable.

“*Net Revenue*” means one-half of the amount of Sales and Use Tax collected by the City (without deduction for the 4.13% of total sales tax revenues allocated to the development and encouragement of tourism and industry by the Code, as amended by Ordinance No. 25, Series of 2005).

“*Official Statement*” means the final Official Statement of the City with respect to the Series 2013 Bonds.

“*Ordinance*” means this Ordinance.

“*Outstanding*” means, as of any particular date, all Bonds or any such other Securities payable in whole or in part from the Pledged Revenues that have been authorized, executed and delivered, except the following:

- (a) any Bond or other Security cancelled by the City, by the Paying Agent or otherwise on the behalf of the City on or before such date;
- (b) any Bond or other Security held by or on behalf of the City;
- (c) any Bond or other Security of the City for the payment or the redemption of which moneys or Federal Securities sufficient (including the

known minimum yield available for such purpose from Federal Securities in which such amount wholly or in part may be initially invested) to meet all of the Debt Service Requirements of such Bond or other Security to the Maturity Date or specified Redemption Date thereof shall have theretofore been deposited in escrow or in trust with a Trust Bank for that purpose as provided in Section 9 hereof; and

(d) any lost, destroyed, or wrongfully taken Bond or other Security of the City in lieu of or in substitution for which another Bond or other Security shall have been executed and delivered.

“*Owner*” means the holder of any bearer instrument or the registered owner of any registered instrument.

“*Parity Securities*” means Bonds, warrants, notes, Securities, leases or other contracts evidencing borrowings and payable from the Pledged Revenues equally or on a parity with the Series 2013 Bonds.

“*Participants*” means underwriters, securities brokers or dealers, banks, trust companies, closing corporations or other Persons for which or whom a Securities Depository holds Bonds or other Securities.

“*Paying Agent*” means UMB Bank, n.a., or its successors, as Paying Agent with respect to the Series 2013 Bonds.

“*Payment Date*” means a Maturity Date or an Interest Payment Date for any Bonds.

“*Paying Agent Agreement*” means the Paying Agent Agreement between the City and the Paying Agent with respect to the Series 2013 Bonds.

“*Permitted Investments*” means any investments or deposits permitted by the ordinances of the City and, to the extent applicable, the laws of the State.

“*Person*” means any individual, firm, partnership, corporation, company, association, joint-stock association, or body politic or any trustee, receiver, assignee, or other similar representative thereof.

“*Pledged Revenues*” means the Net Revenue collected by the City from one-half of the Sales and Use Tax plus all income or gain, if any, from any investment of the foregoing and of the proceeds of Securities payable from the Pledged Revenues (except any income or gain from investment of the proceeds of Securities deposited in a refunding escrow fund or account or in the Excess Investment Earnings Account), whether deposited in the General Fund or in the Street Improvement Fund.

“*Preliminary Official Statement*” means the Preliminary Official Statement relating to the Series 2013 Bonds.

“*Principal and Interest Account*” means the special fund created and referred to in Section 5(c) hereof.

“*Redemption Date*” means the date fixed for the redemption prior to maturity of any Bonds or other designated Securities payable from the Pledged Revenues in any notice of prior redemption given by or on behalf of the City.

“*Refunding Escrow Account*” means the special account created by Section 5(a) hereof.

“*Refunding Escrow Agreement*” means an agreement with the Escrow Agent with respect to the custody and application of the Refunding Escrow Account to the Refunding Project.

“*Refunding Project*” means the refunding, discharge and payment, at a lower interest rate, of the Series 2003 Bonds.

“*Registrar*” means UMB Bank, n.a., or its successors.

“*Regular Record Date*” means the fifteenth day of the calendar month next preceding an Interest Payment Date for the Bonds.

“*Reserve Account*” means the special fund created and referred to in Section 5(d) hereof.

“*Reserve Requirement*” means for all Bonds as to which the Debt Service Reserve Account is pledged, an amount equal to 10% of the proceeds of such Bonds, but not more than 125% of the Combined Average Annual Debt Service Requirements or 100% of the Combined Maximum Annual Debt Service Requirements of all Outstanding Bonds.

“*Sales and Use Tax*” means the 2-1/2% total sales and use tax established by the Code as in effect at the time of issuance of the Series 2003 Bonds, upon sales and purchases of tangible personal property at retail and storage, use, distribution and consumption of tangible personal property purchased or acquired at retail, within the City.

“*Securities Depository*” means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, or its successors or assigns to the extent permitted by this Ordinance.

“*Security*” means any bond, note or other evidence of the advancement of money to the City, in whatever form, without regard to priority or source of payment.

“*Series 2003 Bonds*” means the City of Rifle, Colorado Sales and Use Tax Revenue Bonds, Series 2003.

“*Series 2013 Bonds*” means the City of Rifle, Colorado Sales and Use Tax Refunding Revenue bonds, Series 2013.

“*Special Record Date*” means the date fixed by the Paying Agent for the determination of ownership of Bonds for the purpose of paying interest not paid when due or interest accruing after maturity.

“*State*” means the State of Colorado.

“*Street Improvement Fund*” means the special fund of the City heretofore created and referred to in Section 5(b) hereof into which is to be deposited that portion of the Net Revenue attributable to imposition of the 1/2% street improvement component of the Sales and Use Tax as required by the Code.

“*Subordinate Bonds*” or “*Subordinate Securities*” means Bonds or Securities payable from the Pledged Revenues having a lien thereon subordinate or junior to the lien thereon of the Series 2013 Bonds.

“*Superior Bonds*” or “*Superior Securities*” means Bonds or Securities payable from the Pledged Revenues having a lien thereon superior or senior to the lien thereon of the Series 2013 Bonds.

“*Supplemental Act*” means Part 2 of Article 57, Title 11, Colorado Revised Statutes, as amended.

“*Tax Code*” means the Internal Revenue Code of 1986, as amended.

“*Transfer Agent*” means UMB Bank, n.a., or its successors.

“*Trust Bank*” means a Commercial Bank that is authorized to exercise and is exercising trust powers.

“*Underwriter*” means RBC Capital Markets, LLC, and its associates, if any, in the purchase of the Series 2013 Bonds.

(b) **Construction.** This Ordinance, except where the context by clear implication herein otherwise requires, shall be construed as follows:

(i) words in the singular number include the plural, and words in the plural include the singular;

(ii) words in the masculine gender include the feminine and the neuter, and when the sense so indicates words of the neuter gender refer to any gender;

(iii) articles, sections, subsections, paragraphs and subparagraphs mentioned by number, letter or otherwise correspond to the respective articles, sections, subsections, paragraphs and subparagraphs of this Ordinance so numbered or otherwise so designated;

(iv) the titles and leadlines applied to articles, sections and subsections of this Ordinance are inserted only as a matter of convenience and ease in

reference and in no way define or limit the scope or intent of any provisions of this Ordinance; and

(v) the provisions of the Supplemental Act shall apply to the Series 2013 Bonds except to the extent inconsistent with this Ordinance. Any inconsistency between the Supplemental Act and this Ordinance is hereby declared to be a deliberate exercise of the home rule legislative power of the City pursuant to the Charter and the Constitution of the State, and the provisions of this Ordinance shall control to the extent of such inconsistency.

## **Section 2. Recitals.**

(a) ***Refunding Project.*** The City has need for and desires to accomplish the Refunding Project.

(b) ***Authority.*** Pursuant to Art. X, Sec. 20 and Art. XX, Sec. 6 of the State Constitution and Art. X, Section 10.1 of the Charter, the Council pursuant to ordinance may issue the Series 2013 Bonds for the purpose of effecting the Refunding Project.

(c) ***Election and Canvass of Returns.*** At the Election there was submitted to the eligible electors of the City the following Ballot Question:

SHALL CITY OF RIFLE DEBT BE INCREASED BY NOT MORE THAN \$4,155,000 PRINCIPAL AMOUNT, WITH A REPAYMENT COST OF NOT MORE THAN \$6,316,000 TOTAL PRINCIPAL AND INTEREST, BY THE ISSUANCE OF SALES AND USE TAX REVENUE BONDS, PAYABLE FROM ONE-HALF OF THE CITY'S EXISTING SALES AND USE TAXES, WITHOUT ANY INCREASE IN TAX RATES, FOR THE PURPOSE OF FINANCING THE COST OF CONSTRUCTING IMPROVEMENTS TO HIGHWAYS, STREETS AND ROADS, INCLUDING:

- 1-70 RAMPS AND INTERSECTIONS
- AIRPORT ROAD
- 16TH STREET
- FAIRWAY AVENUE
- WEST 30TH STREET
- MORROW DRIVE
- ASPHALT OVERLAYS TO MAJOR STREETS
- PAVING OF DEERFIELD PARKING LOT

SUCH BONDS TO MATURE, BEAR INTEREST AND BE CALLABLE  
FOR REDEMPTION PRIOR TO MATURITY, WITH OR WITHOUT A  
PREMIUM, AS MAY LATER BE DETERMINED BY THE CITY?

As evidenced by the canvass of the returns of the Election and the declaration of the result thereof, duly made by the City Clerk on September 11, 2003, a majority of the eligible electors voting at the Election voted affirmatively on the Ballot Question and approved the issuance of the Bonds. The Series 2013 Bonds were issued pursuant to such electoral approval.

(d) ***Ordinance.*** This ordinance is passed and adopted to authorize the sale of the Series 2013 Bonds and to delegate to the City Treasurer the authority to determine, among other things specified herein, the aggregate principal amount of the Series 2013 Bonds, the Maturity Dates of the Series 2013 Bonds, the aggregate principal amount for each Maturity Date of the Series 2013 Bonds, the interest rate for each Maturity Date of the Series 2013 Bonds, the terms upon which the Series 2013 Bonds may be redeemed prior to their respective Maturity Dates, the necessity for Bond insurance and/or a reserve fund surety policy, the revenue coverage requirements for additional obligations to be issued and secured by the Pledged Revenues and the purchase price of the Series 2013 Bonds to be paid by the Underwriter, subject to the limitations contained herein and in the Ballot Question.

**Section 3. The Series 2013 Bonds.**

(a) ***Authorization and Delegation.*** The Council hereby authorizes the issuance of the Series 2013 Bonds for the purpose of effecting the Refunding Project and delegates to the City Treasurer the authority to negotiate the sale of the Series 2013 Bonds with the Underwriter, to award the contract for the purchase of the Series 2013 Bonds to the Underwriter and thereby to determine certain terms of the Series 2013 Bonds as described herein.

(b) ***Series 2013 Bond Details.***

(i) ***Generally.*** The Series 2013 Bonds shall be issuable in fully registered form and shall initially be registered in the name of the Securities Depository or a nominee therefor. Purchases by Beneficial Owners shall be made in book-entry form in the principal amount of \$5,000 or any integral multiple thereof. The Beneficial Owners shall not receive certificates evidencing their interests in the Series 2013 Bonds. No Series 2013 Bond shall be issued in any denomination larger than the aggregate principal amount maturing on the Maturity Date of such Bond, and no Series 2013 Bond shall be made payable on more than one Maturity Date. The Series 2013 Bonds shall be initially issued so that a single Series 2013 Bond shall evidence the obligation of the City to pay all principal due on each of the Maturity Dates set forth herein.

Pursuant to the recommendations of the Committee on Uniform Security Identification Procedures, CUSIP numbers may be printed on the Series 2013 Bonds.

The Series 2013 Bonds shall be dated not later than May 1, 2014, shall be in an aggregate principal amount not exceeding \$2,000,000, determined by Final Terms Certificate, shall mature on December 1 in the years and aggregate principal amounts determined by Final Terms Certificate and shall bear interest from their dated date or date of issuance, whichever is later, to their respective Maturity Dates, except if redeemed prior thereto, at a maximum interest rate not to exceed 4.00% per annum and a net effective interest rate not to exceed 2.50%, as determined by Final Terms Certificate. The Series 2013 Bonds shall be sold to the Underwriter at a price, determined by Final Terms Certificate, not less than 98% of the principal amount thereof, plus accrued interest, if any, to the date of their delivery. Said interest shall be payable commencing not later than June 1, 2015, and semiannually thereafter on the first day of December and the first day of June of each year. If upon presentation at maturity the principal of any Series 2013 Bond is not paid as provided herein, interest shall continue thereon at the same interest rate until the principal is paid in full.

The Debt Service Requirements of the Series 2013 Bonds shall be payable in lawful money of the United States of America, to the Owners of the Series 2013 Bonds by the Paying Agent. The principal and the final installment of interest shall be payable to the Owner of each Series 2013 Bond upon presentation and surrender thereof at maturity or upon prior redemption, by check or draft mailed to such Owner at the address appearing on the registration books of the City maintained by the Registrar or by wire transfer to such bank or other depository as the Owner shall designate in writing to the Paying Agent. Except as hereinbefore and hereinafter provided, the interest shall be payable to the Owner of each Series 2013 Bond determined as of the close of business on the Regular Record Date, irrespective of any transfer of ownership of the Series 2013 Bond subsequent to the Regular Record Date and prior to such Interest Payment Date, by check or draft or wire transfer directed to such Owner as aforesaid. Any interest not paid when due and any interest accruing after maturity shall be payable to the Owner of each Series 2013 Bond entitled to receive such interest determined as of the close of business on the Special Record Date, irrespective of any transfer of ownership of the Series 2013 Bond subsequent to the Special Record Date and prior to the date fixed by the Paying Agent for the payment of such interest, by check or draft or wire transfer directed to such Owner as aforesaid. Notice of the Special Record Date and of the date fixed for the payment of such interest shall be given by sending a copy thereof by certified or registered first-class, postage-prepaid mail, at least 15 days prior to the Special Record Date, to the Owner of each Series 2013 Bond upon which interest will be paid determined as of the close of business on the day preceding such mailing at the address appearing on the registration books of the City. Any premium shall be payable to the Owner of each Series 2013 Bond redeemed upon presentation and surrender thereof upon prior redemption, by check or draft or wire transfer

directed to such Owner as aforesaid. If the date for making or giving any payment, determination or notice described herein is a Saturday, Sunday, legal holiday or any other day on which the office of the Paying Agent or Registrar is authorized or required by law to remain closed, such payment, determination or notice shall be made or given on the next succeeding day which is not a Saturday, Sunday, legal holiday or other day on which the office of the Paying Agent or Registrar is authorized or required by law to remain closed.

So long as the Owner of any Series 2013 Bond is the Securities Depository or a nominee therefor, the Securities Depository shall disburse any payments received, through its Participants or otherwise, to the Beneficial Owners.

Neither the City nor the Paying Agent shall have any responsibility or obligation for the payment to any Participant, any Beneficial Owner or any other Person (except an Owner of Series 2013 Bonds) of the Debt Service Requirements of the Series 2013 Bonds.

(ii) *Provisions Relating to Insurance.* If the City Treasurer determines by Final Terms Certificate that it is economically advantageous to the City he may authorize the issuance of the Series 2013 Bonds with bond insurance, a reserve fund surety policy, or both, and such Final Terms Certificate may incorporate such reasonable and customary provisions as may be required for the issuance of such insurance or reserve surety.

(iii) *Redemption.* Series 2013 Bonds maturing in the years determined by Final Terms Certificate shall not be subject to optional redemption prior to their respective Maturity Dates. Series 2013 Bonds maturing in the years determined by Final Terms Certificate may be made subject to optional redemption prior to their respective Maturity Dates, in whole or in part in such order as may be determined by the City, on December 1 of such year as may be determined by Final Terms Certificate and on any Interest Payment Date thereafter at a price equal to the principal amount thereof plus accrued interest thereon to the Redemption Date plus a premium, if any, equal to such percentage of the principal amount of each Bond so redeemed as may be determined by the City Treasurer.

Series 2013 Bonds maturing in the years determined by Final Terms Certificate may also be made subject to mandatory sinking fund redemption prior to their respective Maturity Dates, by lot, on December 1 in the years and in the aggregate principal amounts determined by Final Terms Certificate, at a price equal to the principal amount of each Bond so redeemed plus accrued interest thereon to the Redemption Date.

(iv) *Determinations.* The determinations of the City Treasurer, by Final Terms Certificate, as to the aggregate principal amount of the Series 2013 Bonds, the Maturity Dates of the Series 2013 Bonds, the aggregate principal

amount for each Maturity Date of the Series 2013 Bonds, the interest rate for each Maturity Date of the Series 2013 Bonds, the terms upon which the Series 2013 Bonds may be redeemed prior to their respective Maturity Dates, the use of bond insurance or a reserve fund surety policy and the purchase price of the Series 2013 Bonds to be paid by the Underwriter shall be made in the best interests of the City, subject to the limitations contained herein and in the Ballot Question, not more than one year after the passage and adoption of this Ordinance.

(v) *Execution and Authentication.* The Series 2013 Bonds shall be executed by and on behalf of the City with the facsimile or manual signature of the Mayor, shall bear a facsimile or manual impression of the seal of the City, shall be attested with the facsimile or manual signature of the City Clerk, shall be countersigned with the facsimile or manual signature of the City Treasurer, and shall be authenticated with the manual signature of the Registrar. Should any officer whose facsimile or manual signature appears on the Series 2013 Bonds cease to be such officer before delivery of the Series 2013 Bonds to the Underwriter, such facsimile or manual signature shall nevertheless be valid and sufficient for all purposes. No Series 2013 Bond shall be valid or become obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until the certificate of authentication on such Series 2013 Bond shall have been duly executed by the Registrar, and such executed certificate upon any such Series 2013 Bond shall be conclusive evidence that such Series 2013 Bond has been authenticated and delivered under this Ordinance.

(vi) *Registration, Transfer and Exchange.* Upon their execution and authentication and prior to their delivery the Series 2013 Bonds shall be registered for the purpose of payment of principal and interest by the Registrar. Initially, each Series 2013 Bond shall be registered in the name of the Securities Depository or a nominee thereof. Except as hereinafter provided, all of the Series 2013 Bonds shall continue to be registered in the name of the Securities Depository or a nominee thereof. To the extent that typewritten Series 2013 Bonds, rather than printed Series 2013 Bonds, are to be delivered, such modifications to the form of Series 2013 Bond as may be necessary or desirable in such case are hereby authorized and approved. There shall be no substantive change to the terms and conditions set forth in the form of Series 2013 Bond, except as otherwise authorized by this Ordinance or any amendment thereto.

Neither the City nor the Registrar shall have any responsibility or obligation with respect to the accuracy of the records of the Securities Depository or a nominee therefor or any Participant regarding any ownership interest in the Series 2013 Bonds or the delivery to any Participant, Beneficial Owner or any other Person (except an Owner of Series 2013 Bonds) of any notice with respect to the Series 2013 Bonds.

The Series 2013 Bonds shall be transferable only upon the registration books of the City by the Transfer Agent at the request of the Owner thereof or his, her or its duly authorized attorney-in-fact or legal representative. A Series 2013

Bond may be transferred upon surrender thereof together with a written instrument of transfer duly executed by the Owner or his, her or its duly authorized attorney-in-fact or legal representative with guaranty of signature satisfactory to the Transfer Agent, containing written instructions as to the details of the transfer, along with the social security number or federal employer identification number of the transferee and, if the transferee is a trust, the names and social security numbers of the settlors and the beneficiaries of the trust. The Transfer Agent shall not be required to transfer ownership of any Series 2013 Bond during the 15 days prior to the first mailing of any notice of redemption or to transfer ownership of any Series 2013 Bond selected for redemption on or after the date of such mailing. The Owner of any Series 2013 Bond or Bonds may also exchange such Series 2013 Bond or Bonds for another Series 2013 Bond or Bonds of authorized denominations. Transfers and exchanges shall be made without charge, except that the Transfer Agent may require payment of a sum sufficient to defray any tax or other governmental charge that may hereafter be imposed in connection with any transfer or exchange of Series 2013 Bonds. No transfer of any Series 2013 Bond shall be effective until entered on the registration books of the City. In the case of every transfer or exchange, the Register shall authenticate and the Transfer Agent shall deliver to the new Owner a new Series 2013 Bond or Bonds of the same aggregate principal amount, maturing in the same year, and bearing interest at the same per annum interest rate as the Series 2013 Bond or Bonds surrendered. Such Series 2013 Bond or Bonds shall be dated as of their date of authentication. New Bonds delivered upon any transfer or exchange shall be valid obligations of the City, evidencing the same obligation as the Series 2013 Bonds surrendered, shall be secured by this Ordinance, and shall be entitled to all of the security and benefit hereof to the same extent as the Series 2013 Bonds surrendered. The City may deem and treat the Person in whose name any Series 2013 Bond is last registered upon the books of the City as the absolute Owner thereof for the purpose of receiving payment of the Debt Service Requirements of such Series 2013 Bond and for all other purposes, and all such payments so made to such Person or upon his, her or its order shall be valid and effective to satisfy and discharge the liability of the City upon such Series 2013 Bond to the extent of the sum or sums so paid, and the City shall not be affected by any notice to the contrary.

Neither the City nor the Transfer Agent shall have any responsibility or obligation with respect to the accuracy of the records of the Securities Depository or its Participants regarding any ownership interest in the Series 2013 Bonds or transfers thereof.

(vii) *Resignation or Removal of Agents.* If the Paying Agent, Registrar or Transfer Agent shall resign as such, or if the City shall reasonably determine that the Paying Agent, Registrar or Transfer Agent has become incapable of fulfilling its duties under this Ordinance, the City may, upon notice mailed to the Owners of the Series 2013 Bonds at the addresses shown on the registration books of the City, accept the resignation of or remove the Paying Agent, Registrar or Transfer Agent and select and appoint a successor paying agent, registrar or

transfer agent. Every such successor paying agent, registrar or transfer agent shall be a Trust Bank. It shall not be required that the same institution serve as paying agent, registrar and transfer agent, but the City shall have the right to have the same institution serve as paying agent, registrar and transfer agent. Any such resignation or removal shall become effective only upon the appointment of a successor.

(viii) *Resignation or Removal of Securities Depository.* The City may remove the Securities Depository and the Securities Depository may resign by giving 60 days' written notice to the other of such removal or resignation. Additionally, the Securities Depository shall be removed 60 days after receipt by the City of written notice from the Securities Depository to the effect that the Securities Depository has received written notice from Participants having interests, as shown in the records of the Securities Depository, in an aggregate principal amount of not less than 50% of the aggregate principal amount of the then Outstanding Series 2013 Bonds to the effect that the Securities Depository is unable or unwilling to discharge its responsibilities or a continuation of the requirement that all of the Outstanding Series 2013 Bonds be registered in the name of the Securities Depository or a nominee thereof or is not in the best interests of the Beneficial Owners. Upon the removal or resignation of the Securities Depository, the Securities Depository shall take such action as may be necessary to assure the orderly transfer of the computerized book-entry system with respect to the Series 2013 Bonds to a successor securities depository or, if no successor securities depository is appointed as herein provided, the transfer of the Series 2013 Bonds in certificate form to the Beneficial Owners or their designees. Upon the giving of notice by the City of the removal of the Securities Depository, the giving of notice by the Securities Depository of its resignation or the receipt by the City of notice with respect to the written notice of Participants referred to herein, the City may, within 60 days after the giving of such notice, appoint a successor securities depository upon such terms and conditions as the City shall impose. Any such successor securities depository shall at all times be a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation, and in good standing thereunder. If the City fails to appoint a successor securities depository within such time period, the Series 2013 Bonds shall no longer be restricted to being registered in the name of the Securities Depository or a nominee thereof or, but may be registered in whatever name or names Owners transferring or exchanging Series 2013 Bonds shall designate.

(ix) *Replacement of Bonds.* If any Series 2013 Bond shall have been lost, destroyed or wrongfully taken, it may be reissued in the form and tenor of the lost, destroyed or wrongfully taken Series 2013 Bond upon the Owner's furnishing, to the satisfaction of the Council: (A) proof of ownership; (B) proof of loss, destruction or theft; (C) a surety bond in a reasonable amount; and (D) payment of the cost of preparing and issuing the new Bond. Nothing herein prohibits the City from reissuing, upon such terms and conditions as the City may determine, provided that such terms and conditions are not otherwise contrary to

the provisions of this Ordinance or the requirements of the law, or any Outstanding Series 2013 Bond which shall not have become lost, destroyed, or wrongfully taken.

(x) *Recitals in Series 2013 Bonds.* Each Series 2013 Bond shall recite in substance that it is payable solely from the Pledged Revenues and that it is not payable in whole or in part from ad valorem taxes of the City and that the full faith and credit of the City is not pledged to pay the principal of or interest on such Series 2013 Bond.

(xi) *Form of Series 2013 Bonds.* The Series 2013 Bonds shall be in substantially the following form:

[FORM OF BOND]

**UNITED STATES OF AMERICA  
STATE OF COLORADO**

**COUNTY OF GARFIELD  
CITY OF RIFLE  
SALES AND USE TAX REFUNDING REVENUE BOND  
SERIES 2013**

No. R- \_\_\_\_\_ \$ \_\_\_\_\_

<b>Interest Rate</b>	<b>Maturity Date</b>	<b>Original Issue Date</b>	<b>CUSIP</b>
_____ %	December 1, _____	_____, 2013	_____

REGISTERED OWNER: **\*\*CEDE & CO.\*\***

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

The City of Rifle, in the County of Garfield and State of Colorado, for value received, hereby promises to pay to the Registered Owner (specified above), or registered assigns, solely from the special funds provided therefor, as hereinafter set forth, the Principal Sum (specified above), in lawful money of the United States of America, on the Maturity Date (specified above), with interest thereon from the Original Date (specified above), or the interest payment date to which interest has been paid next preceding the date hereof, whichever is later, to the Maturity Date, except if redeemed prior thereto, at the per annum Interest Rate (specified above), payable semiannually on the first day of June and the first day of December of each year, commencing on June 1, \_\_\_\_\_, or the first such date after the date hereof, whichever is later, in the manner provided herein. If upon presentation at maturity payment of the Principal Sum is not made as provided herein, interest continues at the Interest Rate until the Principal Sum is paid in full.

Bonds of this issue maturing in the years \_\_\_\_ through \_\_\_\_ are not subject to optional redemption prior to their respective maturity dates. Bonds maturing in the year and thereafter are subject to optional redemption prior to their respective maturity dates, in whole or in part in such order as may be determined by the City, on December 1, \_\_\_\_, and on any interest payment date thereafter at a price equal to the principal amount thereof plus accrued interest thereon to the redemption date [plus a premium equal to \_\_% of the principal amount of each Bond so redeemed].

[Bonds of this issue maturing in the year \_\_\_\_ are also subject to mandatory sinking fund redemption prior to their maturity date, by lot, on December 1 in the following years in the following aggregate principal amounts, at a price equal to the principal amount of each Bond so redeemed plus accrued interest thereon to the redemption date:

<b>Years</b>	<b>Principal Amounts</b>
	\$

The principal of, interest on and any premium due in connection with the redemption of this Bond are payable to the Registered Owner by UMB Bank, n.a., or its successors, as paying agent. The principal and the final installment of interest are payable to the Registered Owner upon presentation and surrender of this Bond at maturity or upon prior redemption, by check or draft mailed to the Registered Owner at the address appearing on the registration books of the City maintained by The Bank of Cherry Creek, a Branch of Western National Bank, or its successors, as registrar, or by wire transfer to such bank or other depository as the Registered Owner shall designate in writing to the paying agent. Except as hereinbefore and hereinafter provided, the interest is payable to the Registered Owner determined as of the close of business on the regular record date, which is the fifteenth day of the calendar month next preceding the interest payment date, irrespective of any transfer of ownership hereof subsequent to the regular record date and prior to such interest payment date, by check or draft or wire transfer directed to the Registered Owner as aforesaid. Any interest hereon not paid when due and any interest hereon accruing after maturity is payable to the Registered Owner determined as of the close of business on the special record date, which is to be fixed by the paying agent for such purpose, irrespective of any transfer of ownership of this Bond subsequent to such special record date and prior to the date fixed by the paying agent for the payment of such interest, by check or draft or wire transfer directed to the Registered Owner as aforesaid. Notice of the special record date and of the date fixed for the payment of such interest is to be given by sending a copy thereof by certified or registered first-class postage-prepaid mail, at least 15 days prior to the special record date, to the registered owner of each Bond upon which interest will be paid determined as of the close of business on the day preceding such mailing, at the address appearing on the registration books of the City. Any premium is payable to the Registered Owner upon presentation and surrender of this Bond upon prior redemption, by check or draft or wire transfer directed to the Registered Owner as aforesaid. If the date for making or giving any payment, determination or notice described herein is a Saturday, Sunday, legal holiday or any other day on which the office of the paying agent or registrar is authorized or required by law to remain closed, such payment, determination or notice is to be made or given on the next succeeding day which is not a Saturday, Sunday, legal holiday or other day on which the office of the paying agent or registrar is authorized or required by law to remain closed.

So long as the Registered Owner is the securities depository or a nominee thereof or, the securities depository is to disburse any payments received, through its participants or otherwise, to the beneficial owner or owners hereof.

Neither the City nor the paying agent has any responsibility or obligation for the payment to any participant, any beneficial owner hereof or any other person or entity (except the Registered Owner) of the principal of, interest on or any premium due in connection with the redemption of this Bond.

Neither the City nor the registrar has any responsibility or obligation with respect to the accuracy of the records of the securities depository or a nominee thereof or any participant with respect to any ownership interest in the Bonds or the delivery to any participant, beneficial owner or any other person or entity (except the Registered Owner) of any notice with respect to the Bonds.

Payment of the principal of, interest on and any premium due in connection with the redemption of this Bond is to be made solely from, and as security for such payment there are irrevocably (but not necessarily exclusively) pledged, pursuant to the Ordinance authorizing the issuance of this Bond, two special funds identified as the "City of Rifle, Colorado, Sales and Use Tax Revenue Bonds, Principal and Interest Account" and the "City of Rifle, Colorado, Sales and Use Tax Revenue Bonds, Reserve Account," into which funds the City has covenanted in the Ordinance to pay from Pledged Revenues consisting of net receipts from one-half of the City's sales and use tax as in effect on November 20, 2003, and certain investment earnings sums sufficient to pay when due the principal of, interest on and any premium due in connection with the redemption of the Bonds and any other parity securities payable therefrom and to accumulate and maintain a specified reserve for such purposes.

It is hereby recited, certified and warranted that for the payment of the principal of, interest on and any premium due in connection with the redemption of this Bond the City has created and will maintain said special funds and will deposit the Pledged Revenues therein out of the amounts and revenues specified in the Ordinance and out of said special funds, as an irrevocable charge thereon, will pay the principal of, interest on and any premium due in connection with the redemption of this Bond in the manner provided by the Ordinance.

The Bonds are equitably and ratably secured by a lien on the Pledged Revenues, and such Bonds constitute an irrevocable and first lien (but not necessarily an exclusive first lien) upon the Pledged Revenues. Bonds and other types of securities, in addition to the Bonds, subject to expressed conditions, may be issued and made payable from the Pledged Revenues having a lien thereon subordinate and junior to the lien of the Bonds or, subject to additional expressed conditions, having a lien thereon on a parity with the lien of such Bonds in accordance with the provisions of the Ordinance. Except as otherwise expressly provided in this Bond and the Ordinance, the Pledged Revenues are assigned, pledged and set aside to the payment of the principal of and interest on the Bonds in anticipation of the collection of the Pledged Revenues.

The City covenants and agrees with the Registered Owner that it will keep and will perform all of the covenants of this Bond and of the Ordinance.

This Bond is authorized and issued for the purpose of financing the cost of acquiring, constructing and improving highways, streets and roads for the City pursuant to, by virtue of and in full conformity with the Constitution of the State of Colorado and the home rule Charter of the City, and all other laws of the State of Colorado thereunto enabling, and pursuant to the Ordinance duly adopted prior to the issuance of this Bond.

Reference is hereby made to the Ordinance, and to any and all modifications and amendments thereof, for a description of the provisions, terms and conditions upon which the Bonds are issued and secured, including, without limitation, the nature and extent of the security for the Bonds, provisions with respect to the custody and application of the proceeds of the Bonds, the collection and disposition of the revenues and moneys charged with and pledged to the payment of the principal of, interest on and any premium due in connection with the redemption of the Bonds, the terms and conditions on which the Bonds are issued, a description of the special funds referred to above and the nature and extent of the security and pledge afforded thereby for the payment of the principal of, interest on and any premium due in connection with the redemption of the Bonds, and the manner of enforcement of said pledge, as well as the rights, duties, immunities and obligations of the City and the members of its Council and also the rights and remedies of the registered owners of the Bonds.

To the extent and in the respects permitted by the Ordinance, the provisions of the Ordinance, or any instrument amendatory thereof or supplemental thereto, may be modified or amended by action of the City taken in the manner and subject to the conditions and exceptions provided in the Ordinance. The pledge of revenues and other obligations of the City under the Ordinance may be discharged at or prior to the maturity or prior redemption of the Bonds upon the making of provision for the payment of the Bonds on the terms and conditions set forth in the Ordinance.

It is hereby recited, certified and warranted that the issuance of this Bond has been duly authorized and that it is issued for the purpose of refunding, at a lower interest rate, obligations authorized by a majority of the eligible electors of the City voting on the ballot question submitted at an election held in the City on September 9, 2003, for the purposes therein described. It is also hereby recited, certified and warranted that all the requirements of law have been fully complied with by the proper officers of the City in the issuance of this Bond; that it is issued pursuant to and in strict conformity with the Constitution and all other laws of the State of Colorado, including the home rule Charter and the Municipal Code of the City, and with the Ordinance; that this Bond does not contravene any constitutional or statutory limitation of the State of Colorado or any limitation of the home rule Charter of the City; and that this Bond is issued under the authority of the Ordinance.

This Bond is transferable only upon the registration books of the City by UMB Bank, n.a., or its successors, as transfer agent, at the request of the Registered Owner or his, her or its duly authorized attorney-in-fact or legal representative, upon surrender hereof together with a written instrument of transfer duly executed by the Registered Owner or his, her or its duly authorized attorney-in-fact or legal representative with guaranty of signature satisfactory to the transfer agent, containing written instructions as to the details of the transfer, along with the social security number or federal employer identification number of the transferee and, if the transferee is a trust, the names and social security numbers of the settlors and the beneficiaries of

the trust. The transfer agent is not required to transfer ownership of this Bond during the 15 days prior to the first mailing of any notice of redemption or to transfer ownership of any Bond selected for redemption on or after the date of such mailing. The Registered Owner may also exchange this Bond for another Bond or Bonds of authorized denominations. Transfers and exchanges are to be made without charge, except that the transfer agent may require payment of a sum sufficient to defray any tax or other governmental charge that may hereafter be imposed in connection with any transfer or exchange of Bonds. No transfer of this Bond is to be effective until entered on the registration books of the City. In the case of every transfer or exchange, the registrar is to authenticate and the transfer agent is to deliver to the new registered owner a new Bond or Bonds of the same aggregate principal amount, maturing in the same year, and bearing interest at the same per annum interest rate as the Bond or Bonds surrendered. Such Bond or Bonds are to be dated as of their date of authentication. The City may deem and treat the person or entity in whose name this Bond is last registered upon the books of the City as the absolute owner hereof for the purpose of receiving payment of the principal of, interest on and any premium due in connection with the redemption of this Bond and for all other purposes, and all such payments so made to such person or entity or upon his, her or its order will be valid and effective to satisfy and discharge the liability of the City upon this Bond to the extent of the sum or sums so paid, and the City will not be affected by any notice to the contrary.

Neither the City nor the transfer agent has any responsibility or obligation with respect to the accuracy of the records of the securities depository or its participants regarding any ownership interest in the Bonds or transfers thereof.

The City may remove the securities depository and the securities depository may resign by giving 60 days' written notice to the other of such removal or resignation. Additionally, the securities depository is to be removed 60 days after receipt by the City of written notice from the securities depository to the effect that the securities depository has received written notice from participants having interests, as shown in the records of the securities depository, in an aggregate principal amount of not less than 50% of the aggregate principal amount of the then outstanding Bonds to the effect that the securities depository is unable or unwilling to discharge its responsibilities or a continuation of the requirement that all of the outstanding Bonds be registered in the name of the securities depository or a nominee thereof or is not in the best interests of the beneficial owners. Upon the removal or resignation of the securities depository, the securities depository is to take such action as may be necessary to assure the orderly transfer of the computerized book-entry system with respect to the Bonds to a successor securities depository or, if no successor securities depository is appointed as herein provided, the transfer of the Bonds in certificate form to the beneficial owners or their designees. Upon the giving of notice by the City of the removal of the securities depository, the giving of notice by the securities depository of its resignation or the receipt by the City of notice with respect to the written notice by participants referred to herein, the City may, within 60 days after the giving of such notice, appoint a successor securities depository upon such terms and conditions as the City shall impose. Any such successor securities depository must at all times be a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation and in good standing thereunder. If the City fails to appoint a successor securities depository within such time period, the Bonds are no longer to be restricted to being registered in the name of the securities depository or a nominee therefor, but may be registered in whatever name or names registered owners transferring or exchanging Bonds shall designate.

This Bond is a special and limited obligation of the City payable solely out of and secured by an irrevocable assignment and pledge (but not necessarily an exclusive assignment and pledge) of the Pledged Revenues, as more specifically provided in the Ordinance. This Bond does not constitute a debt or an indebtedness of the City within the meaning of any constitutional, statutory or City charter provision or limitation of the State of Colorado or of the City. This Bond is not payable in whole or in part from ad valorem taxes of the City, and the full faith and credit of the City is not pledged for the payment of the principal of or interest on this Bond.

**This Bond is issued pursuant to Part 2 of Article 57, Title 11, C.R.S., and this recital is conclusive evidence of the validity and regularity of its issuance after its delivery for value.**

IN WITNESS WHEREOF, the City has caused this Bond to be executed with the facsimile or manual signature of the Mayor of the City, to be sealed with a facsimile or manual impression of the seal of the City, to be attested with the facsimile or manual signature of the City Clerk of the City, and to be countersigned with the facsimile or manual signature of the City Treasurer.

CITY OF RIFLE, COLORADO

(CITY)  
(SEAL)

By (Facsimile or Manual Signature)  
Mayor

Attested:

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

Countersigned:

(Facsimile or Manual Signature)  
City Treasurer

[FORM OF CERTIFICATE OF AUTHENTICATION]

**CERTIFICATE OF AUTHENTICATION**

This Bond is issued pursuant to the Ordinance herein described. Attached hereto is a signed copy of the opinion of bond counsel, Kutak Rock LLP, the original of which, dated the date of the first delivery of the Bonds herein described, is on file with the undersigned.

UMB Bank, n.a.

By: (Manual Signature)  
Authorized Officer

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

[END FORM OF CERTIFICATE OF AUTHENTICATION]

[FORM OF ABBREVIATIONS]

**ABBREVIATIONS**

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with the right of survivorship and not as tenants in common

UNIF TRANS MIN ACT – \_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust) (State)

under Uniform Transfers to Minors Act

\_\_\_\_\_  
(State)

Additional abbreviations may also be used though not on the above list.

[END FORM OF ABBREVIATIONS]

[FORM OF ASSIGNMENT]

**ASSIGNMENT**

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

---

**(Please print or typewrite name and address of Transferee)  
(Tax Identification or Social Security No.)**

this Bond and does irrevocably constitute and appoint \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, or its  
successors, to transfer this Bond on the books kept for registration thereof.

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

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of this Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

---

(Eligible Guarantor Institution)

[END FORM OF ASSIGNMENT]

[END FORM OF BOND]

(c) ***Bonds Equally Secured.*** The covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the Owners of the Bonds, all of which, regardless of the time or times of their maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as otherwise expressly provided in or pursuant to this Ordinance.

(d) ***Special Obligations.*** All of the Bonds, as to all Debt Service Requirements thereof, shall be payable solely out of the Pledged Revenues. The Owners of the Bonds may not look to the general or any other fund of the City for the payment of the Debt Service Requirements thereof, except the special funds pledged therefor, and the Bonds shall not be considered or held to be general obligations of the City but shall constitute special and limited obligations of the City. The Bonds are not payable in whole or in part from ad valorem taxes of the City, and the full faith and credit of the City is not pledged for payment of the Bonds.

#### **Section 4. Sale of Bonds.**

(a) ***Award of Contract; Execution of Bond Purchase Agreement.*** The City Treasurer is hereby authorized to award the contract for the purchase of the Series 2013 Bonds to the Underwriter at the price determined by the City Treasurer by Final Terms Certificate and upon the terms set forth in this Ordinance. The City Treasurer is hereby authorized to execute the Bond Purchase Agreement on behalf of the City.

(b) ***Approval of Official Statement.*** The City Treasurer is hereby authorized to approve the Preliminary Official Statement, to ratify the use and distribution thereof by the Underwriter in marketing the Series 2013 Bonds, and to cause the delivery of the final Official Statement to the Underwriter pursuant to the terms of the Bond Purchase Agreement.

(c) ***Delivery.*** After the Series 2013 Bonds have been duly executed, authenticated and registered as provided herein, the City Treasurer shall cause the Series 2013 Bonds to be delivered to the Underwriter upon receipt of the agreed purchase price.

**Section 5. Disposition of Series 2013 Bond Proceeds and Pledged Revenues; Funds and Accounts Adopted or Created by Ordinance; Security for Series 2013 Bonds.** The proceeds of the sale of the Series 2013 Bonds and the Pledged Revenues received by the City shall be deposited by the City in the funds described in this Section 5, to be accounted for in the manner and priority set forth in this Section 5.

Neither the Underwriter nor any subsequent Owner of any Series 2013 Bond shall be responsible for the application or disposal by the City or by any of its officers, agents and employees of the moneys derived from the sale of the Series 2013 Bonds or of any other moneys designated in this Section 5.

The Pledged Revenues held or to be held in any fund or account hereunder (except the Excess Investment Earnings Account) are hereby assigned and pledged to secure the payment of the Debt Service Requirements of the Series 2013 Bonds and any other Parity Securities. This

assignment and pledge shall be valid and binding from and after the date of the first delivery of the Series 2013 Bonds, and the moneys, as received by the City and hereby assigned and pledged, shall immediately be subject to the lien of this assignment and pledge without any physical delivery thereof, any filing, or further act. The lien of this assignment and pledge and the obligation to perform the contractual provisions hereby made shall have priority over any or all other obligations and liabilities of the City (except as herein otherwise expressly provided), and the lien of this assignment and pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City (except as herein otherwise expressly provided), irrespective of whether such parties have notice thereof.

(a) ***Disposition of Series 2013 Bond Proceeds.*** The City shall deposit in the Refunding Escrow Account forthwith upon receipt thereof the proceeds of the Series 2013 Bonds remaining after paying the costs of issuing the Series 2013 Bonds and making the other deposits required by this Ordinance, together with other funds, including without limitation reserves and other amounts held in connection with the Series 2003 Bonds, contributed by the City to the Refunding Project as specified in the Bond Purchase Agreement or Final Terms Certificate. Said proceeds and other funds shall be used only to pay the Cost of the Refunding Project. Any surplus proceeds of the Series 2013 Bonds remaining after completion of the Project may be transferred to the Principal and Interest Account and used for the purposes of the Principal and Interest Account or may be used to the extent feasible to call and redeem Series 2013 Bonds prior to maturity.

(b) ***General Fund and Street Improvement Fund.*** For so long as any of the Series 2013 Bonds shall be Outstanding, as to any Debt Service Requirements, except as otherwise provided herein, the entire Pledged Revenues, upon their receipt from time to time by the City, shall be set aside and credited immediately to the Street Improvement Fund to the extent required by the Code and then to the General Fund.

For so long as any of the Series 2013 Bonds shall be Outstanding as to any Debt Service Requirements, the Pledged Revenues shall be accumulated, administered and applied in the following order of priority:

FIRST, to the Principal and Interest Account to pay any Debt Service Requirements of the Series 2013 Bonds, any Additional Parity Bonds and any other Parity Securities then Outstanding in the manner set forth in Section 5(c) hereof;

SECOND, to the Reserve Account, the manner set forth in Section 5(d) hereof;

THIRD, to the payment of Debt Service Requirements of Subordinate Bonds or other Subordinate Securities in accordance with Section 5(f) hereof; and

FOURTH, to be used in accordance with Section 5(g) hereof.

(c) ***Principal and Interest Account.*** The City shall deposit in a separate special fund hereby created and designated as the “City of Rifle, Colorado, Sales and Use

Tax Revenue Bonds, Principal and Interest Account” forthwith upon receipt of the proceeds of the Series 2013 Bonds, interest, if any, accrued thereon from their date of issue to the date of delivery thereof to the Underwriter, to apply to the payment of interest first due on the Series 2013 Bonds.

The City shall deposit in the Principal and Interest Account from the Pledged Revenues on or before the last day of each month beginning with the first whole month following delivery of the Series 2013 Bonds to the Underwriter, the following amounts (with credits for the amount of any accrued interest on the Series 2013 Bonds deposited in the Principal and Interest Account and not theretofore credited):

(i) *Interest Payments.* One-sixth of the aggregate amount of the next installment of interest due on the next Interest Payment Date in the then current Bond Year plus any other amounts due for interest on the Series 2013 Bonds, any Additional Parity Bonds and any other Parity Securities then Outstanding.

(ii) *Principal Payments.* One-twelfth of the aggregate amount of the next installment of principal due on the next principal payment date in the then current Bond Year plus any other amounts due for principal of the Series 2013 Bonds, any Additional Parity Bonds and any other Parity Securities then Outstanding.

Such interest and principal shall be promptly paid when due.

The moneys credited to the Principal and Interest Account shall be used to pay the Debt Service Requirements of the Series 2013 Bonds, any Additional Parity Bonds and any other Parity Securities then Outstanding, as such Debt Service Requirements become due, except as otherwise provided in this Ordinance.

(d) *Reserve Account.* The City shall maintain a separate special fund heretofore created and designated as the “City of Rifle, Colorado, Sales and Use Tax Revenue Bonds, Reserve Account.” Unless the Reserve Requirement shall be satisfied by the deposit of a reserve fund surety policy, there shall be deposited in the Reserve Account, from the proceeds of the Series 2013 Bonds or other legally available funds as directed by Final Terms Certificate, the Reserve Requirement. Subject to the payments required by Section 5(c) hereof and except as provided in Section 5(e) hereof, from and to the extent of any Pledged Revenues on deposit in the General Fund or the Street Improvement Fund, the City shall deposit from time to time to the Reserve Account moneys sufficient to maintain the Reserve Account at an amount at least equal to the Reserve Requirement. In the event that the amount of the Reserve Account falls below the Reserve Requirement, the City shall deposit to the Reserve Account from the Pledged Revenues that sum of money needed to reaccumulate the amount therein so that at all times the amount of the Reserve Account equals the Reserve Requirement. Notwithstanding anything to the contrary set forth in this Ordinance, the moneys in the Reserve Account, excluding investment earnings that may be required to be deposited in the Excess Investment Earnings Account or rebated to the federal government, shall be

set aside, accumulated, and, if necessary, reaccumulated as provided herein, from time to time, and maintained as a continuing reserve to be used, except as hereinafter provided in Section 5(e) and Section 9 hereof, only to prevent deficiencies in the Principal and Interest Account resulting from failure to deposit therein sufficient sums to pay such Debt Service Requirements of the Series 2013 Bonds, any Additional Parity Bonds and any other Parity Securities for which the Reserve Account is maintained as the same become due.

If at any time the City shall for any reason fail to pay into the Principal and Interest Account the full amount above stipulated, then an amount shall be paid into the Principal and Interest Account at such time from the Reserve Account equal to the difference between that paid from the Pledged Revenues in the General Fund or the Street Improvement Fund and the full amount so stipulated. The money so used shall be replaced to the Reserve Account from the first Pledged Revenues credited to the General Fund or the Street Improvement Fund thereafter received and not required to be otherwise applied by Section 5(c) hereof.

If Additional Parity Bonds are Outstanding and a separate reserve fund or account is maintained therefor, then the moneys replaced in the Reserve Account and such separate reserve fund or account shall be replaced on a pro rata basis, as moneys become available therefor.

If at any time the City shall for any reason fail to pay into the Reserve Account the full amount stipulated herein from Pledged Revenues credited to the General Fund or the Street Improvement Fund, the difference between the amount paid and the amount stipulated shall in a like manner be paid therein from the first Pledged Revenues credited to the General Fund or the Street Improvement Fund thereafter received and not required to be applied otherwise by Section 5(c) hereof.

Nothing in this Ordinance shall be construed as limiting the right of the City to substitute for the cash deposit required to be maintained hereunder with the prior written consent of the Insurer a letter of credit, surety bond, insurance policy, agreement guaranteeing payment, or other undertaking by a financial institution to ensure that cash in the amount otherwise required to be maintained hereunder will be available to the City as needed; provided that any such substitution shall not cause the then current ratings of the Bonds to be adversely affected. Any such credit instrument shall be deposited with the Paying Agent, which shall ascertain the necessity for a claim against or draw upon the credit instrument and provide notice to the issuer of such credit instrument in accordance with its terms not later than three days (or such longer period as may be necessary, depending on the permitted time period for honoring claims or draws thereunder) prior to each Interest Payment Date. If a letter of credit is substituted for the cash deposit required to be maintained hereunder, the Paying Agent shall draw upon such letter of credit prior to its expiration or termination unless an alternate credit instrument conforming with the provisions hereof has been substituted therefor or the amount otherwise required to be maintained hereunder is on deposit in the Reserve Account.

(e) **Termination of Deposits.** No payment need be made into the Principal and Interest Account or the Reserve Account if the amount of cash and Permitted Investments in the Principal and Interest Account and the amount in the Reserve Account total a sum at least equal to the entire principal amount of the Outstanding Series 2013 Bonds and any Outstanding Additional Parity Bonds or other Parity Securities, as to all Debt Service Requirements, to their respective Maturity Dates or to any Redemption Date or Redemption Dates on which the City shall have exercised or shall have obligated itself to exercise its option to redeem, prior to their respective Maturity Dates, any Series 2013 Bonds, any Additional Parity Bonds or any other Parity Securities then Outstanding and thereafter maturing, both accrued and not accrued (provided that, solely for the purpose of this Section 5(e), there shall be deemed to be a credit to the Reserve Account cash or Permitted Investments, accounted for in any other account or accounts of the City and restricted solely for the purpose of paying the Debt Service Requirements of the Series 2013 Bonds, any Additional Parity Bonds or any other Parity Securities), in which case cash or Permitted Investments in the Principal and Interest Account and the Reserve Account in an amount, except for any known interest or other gain to accrue from any investment or deposit of moneys pursuant to Section 6(b) hereof from the time of any such investment or deposit to the time or respective times the proceeds of any such investment or deposit shall be needed for such payment, at least equal to such Debt Service Requirements, shall be used together with any such gain from such investments and deposits solely to pay such Debt Service Requirements as the same become due; and any moneys in excess thereof in the Principal and Interest Account and the Reserve Account and any other moneys derived from the Pledged Revenues may be used in any lawful manner determined by the City.

(f) **Payment of Additional Subordinate Securities.** After there has been deposited to the Principal and Interest Account an amount sufficient to pay all the Debt Service Requirements due or to become due during the current Bond Year on all Series 2013 Bonds, Additional Parity Bonds and other Parity Securities then Outstanding and after the accumulations to and replenishments of the Reserve Account to be made in the current Bond Year have been made, any Pledged Revenues remaining in the General Fund or the Street Improvement Fund in any Bond Year may be used by the City for the payment of Debt Service Requirements of Subordinate Securities payable from the Pledged Revenues and authorized to be issued in accordance with this Ordinance, including reasonable reserves for such Subordinate Securities; but the lien of such Subordinate Securities on the Pledged Revenues and the pledge thereof for the payment of such Subordinate Securities shall be subordinate to the lien and pledge of the Series 2013 Bonds, any Additional Parity Bonds and any other Parity Securities as herein provided.

(g) **Use of Remaining Revenues.** After the payments hereinabove required to be made by Sections 5(c) through 5(f) hereof are made, at the end of any Bond Year, or whenever in any Bond Year there shall have been credited to the Principal and Interest Account and to the Reserve Account for the payment of the Bonds and any other Securities payable from the Pledged Revenues all amounts required to be deposited in those funds in said Bond Year, as herein provided, any remaining Pledged Revenues may be transferred to any other fund of the City as the City may determine.

(h) ***Budget and Appropriation of Sums.*** The proceeds of the Series 2013 Bonds and other funds of the City to be used for payment of the costs of issuance of the Series 2013 Bonds and for the deposit specified in Section 5(a) hereof and the Pledged Revenues to be used to make the payments specified in Sections 5(c), (d), (f) and (i) hereof are hereby appropriated for said purposes, and said amounts for each year shall be included in the annual budgets and the appropriation ordinances or measures to be passed or adopted by the Council in each year while any of the Series 2013 Bonds, as to either principal or interest, are Outstanding and unpaid. No provisions of any constitution, charter, statute, ordinance, resolution, or other order or measure enacted after the issuance of the Series 2013 Bonds shall in any manner be construed as limiting or impairing the obligation of the City to keep and perform the covenants contained in this Ordinance so long as any of the Series 2013 Bonds remain Outstanding and unpaid.

(i) ***Excess Investment Earnings Account.*** The City Treasurer shall transfer into and pay from a separate special fund hereby created and designated as the “City of Rifle, Colorado, Sales and Use Tax Revenue Bonds, Series 2013, Excess Investment Earnings Account” the amount of required arbitrage rebate, if any, due to the federal government under Sections 103 and 148(f)(2) of the Tax Code and regulations thereunder. The City Treasurer shall determine such amounts in the manner required by said sections and related regulations. Transfer of the required arbitrage rebate amounts shall be made from the Principal and Interest Account and the Reserve Account; provided, however, that required arbitrage rebate payments shall be made to the federal government from any Pledged Revenues or other legally available funds regardless of whether there are any remaining proceeds or other funds attributable to the Series 2013 Bonds that are available for the purpose.

All amounts in the Excess Investment Earnings Account, including income earned from investment thereof, shall be held by the City Treasurer free and clear of any lien created by this Ordinance, and the City Treasurer shall pay over to the federal government from time to time as the City Treasurer shall determine provided that the City Treasurer shall so pay over to the federal government not less frequently than once each five years after the date of issuance of the Series 2013 Bonds, an amount equal to 90% of the required arbitrage rebate amount earned during such period (and not theretofore paid to the federal government) and not later than 60 days after the redemption of the last Series 2013 Bond, 100% of the required arbitrage rebate amount.

## **Section 6. General Administration of Funds and Accounts.**

(a) ***Places and Times of Deposits.*** Each of the special funds or accounts referred to in Section 5 hereof shall be maintained and kept separate and apart from all other accounts or funds of the City for the purposes herein designated therefor. For purposes of investment of moneys, nothing, except as specifically provided herein, prevents the commingling of moneys accounted for in any two or more such funds or accounts pertaining to the Pledged Revenues or to such fund and account and any other funds or accounts of the City adopted or created under this Ordinance. Such funds or accounts shall be continuously secured to the fullest extent required or permitted by the laws of the State for the securing of public funds and shall be irrevocable and not

withdrawable by anyone for any purpose other than the respective designated purposes of such funds and accounts. Each periodic payment shall be credited to the proper fund or account not later than the date thereof or herein designated, except that when any such date shall be a Saturday, a Sunday or a legal holiday, then such payment shall be made on or before the next preceding business day.

(b) ***Investment of Funds and Accounts.*** Any moneys in any fund or account described in this Ordinance may be deposited, invested or reinvested only in Permitted Investments. Securities or obligations purchased as such an investment shall either be subject to redemption at any time at face value by the Owner thereof at the option of such Owner or shall mature at such time or times as shall most nearly coincide with the expected need for moneys from the fund or account in question. Securities or obligations so purchased as an investment of moneys in any such fund or account shall be deemed at all times to be a part of the applicable fund or account; provided that, with the exception of the Reserve Account and the Excess Investment Earnings Account, the interest accruing on such investments and any profit realized therefrom shall be credited to the General Fund or the Street Improvement Fund, as appropriate, and any loss resulting from such investments shall be charged to the particular fund or account in question. Interest and profit realized from investments in the Reserve Account shall be credited to the Reserve Account; provided that, so long as the amount in the Reserve Account equals at least the minimum amount specified in Section 5(d) hereof, such interest and profit may be transferred to the Principal and Interest Account and distributed in the same manner as other moneys in the Principal and Interest Account. Any loss resulting from such investments in the Reserve Account shall be charged to the Reserve Account. Investments in the Reserve Account shall have a term to maturity not greater than five years and not longer than the final maturity of the Bonds secured thereby. Investments in the Reserve Account shall be valued by the City at the market value thereof, exclusive of accrued interest. If on any valuation date the market value of investments in the Reserve Account is less than the amount required by Section 5(d) hereof to be maintained therein due to market fluctuations, the deficiency shall be remedied no later than the next quarterly valuation date. The City shall present for redemption or sale on the prevailing market any securities or obligations so purchased as an investment of moneys in a given fund or account whenever it shall be necessary to do so in order to provide moneys to meet any required payment or transfer from such fund or account. The City shall not invest any moneys accounted for hereunder if any such investment would contravene the covenant concerning arbitrage in Section 8(o) hereof.

(c) ***No Liability for Losses Incurred in Performing Terms of Ordinance.*** Neither the City nor any officer of the City shall be liable or responsible for any loss resulting from any investment or reinvestment made in accordance with this Ordinance.

(d) ***Character of Funds.*** The moneys in any fund or account herein authorized shall consist of lawful money of the United States of America or Permitted Investments or both such money and Permitted Investments. Moneys deposited in a demand or time deposit account in a Commercial Bank, appropriately secured according to the laws of the State, shall be deemed lawful money of the United States of America.

(e) ***Accelerated Payments Optional.*** Nothing contained herein prevents the accumulation in any fund or account herein designated of any monetary requirements at a faster rate than the rate or minimum rate, as the case may be, provided therefor, but no payment shall be so accelerated if such acceleration shall cause a default in the payment of any obligation of the City pertaining to the Pledged Revenues.

**Section 7. Priorities; Liens; Issuance of Additional Bonds.**

(a) ***First Lien on Pledged Revenues.*** Except as expressly provided in this Ordinance with respect to the issuance of Additional Parity Bonds, Parity Securities or Subordinate Securities, the Pledged Revenues shall be and hereby are irrevocably assigned, pledged and set aside to pay the Debt Service Requirements of the Bonds. The Bonds constitute an irrevocable and first lien (but not necessarily an exclusive first lien) upon the Pledged Revenues. The Bonds and any other Parity Securities authorized to be issued and from time to time Outstanding are equitably and ratably secured by a lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues regardless of the time or times of the issuance of the Bonds and other Parity Securities, it being the intention of the Council that there shall be no priority among the Bonds, regardless of the fact that they may be actually issued and delivered at different times.

(b) ***Issuance of Additional Parity Bonds.*** Nothing herein, subject to the limitations stated in Section 7(f) hereof, prevents the issuance by the City of Additional Parity Bonds payable from the Pledged Revenues and constituting a lien on the Pledged Revenues on a parity with, but not prior or superior to, the lien thereon of the Bonds; but before any such Additional Parity Bonds are authorized or actually issued the following provisions must first be satisfied:

(i) ***Absence of Default.*** At the time of the issuance of the Additional Parity Bonds as provided in Section 7(f) hereof, the City shall not be in default in making any payments required by Section 5 hereof and there shall not have occurred and be continuing any Event of Default or any event that, upon the expiration of any applicable notice or grace period, would constitute an Event of Default.

(ii) ***Historic Revenues Test.*** Except as hereinafter provided in the case of Additional Parity Bonds issued for the purpose of refunding less than all of the Bonds and other Parity Securities then Outstanding, the Pledged Revenues, as certified by the City Treasurer, derived in the last complete Fiscal Year immediately preceding the date of the issuance of such Additional Parity Bonds shall have been sufficient to pay an amount at least equal to 150% (or such lesser percentage as established by Final Terms Certificate) of the Combined Maximum Annual Debt Service Requirements of the Outstanding Bonds, any other Parity Securities and the Additional Parity Bonds proposed to be issued. If additional Sales and Use Taxes in excess of those authorized and pledged as of the date hereof have been imposed during such Fiscal Year and are to be pledged, the amount of such Pledged Revenues may be adjusted by adding the additional

Pledged Revenues that would have been received by the City from the imposition of such additional Sales and Use Taxes as if such additional Sales and Use Taxes had been in effect during the entire Fiscal Year. If Additional Parity Bonds are to be issued for purposes other than street improvements described in the Code, only Pledged Revenues deposited in the General Fund may be considered. For purposes of this Section 7(b)(ii), when computing the Maximum Annual Debt Service Requirements for any issue of Securities bearing interest at a variable, adjustable, convertible or other similar rate that is not fixed for the entire term thereof, it shall be assumed that any such Securities Outstanding at the time of the computation will bear interest during any period at the highest of (A) the actual rate on the date of calculation, or if the Securities are not yet Outstanding, the initial rate (if established and binding); (B) if the Securities have been Outstanding for at least 12 months, the average rate over the 12 months immediately preceding the date of calculation; and (C) (1) if interest on the Securities is excludable from gross income under the applicable provisions of the Tax Code, the rate stated in the most recently published Securities Industry and Financial Markets Association (SIFMA) Index for the appropriate maturity or reset period (or if no longer published, a comparable index) plus 50 basis points; or (2) if interest is not so excludable, the rate on direct Federal Securities of comparable maturities plus 50 basis points. It shall further be assumed that any such Securities that may be tendered prior to maturity for purchase at the option of the Owner thereof will mature on their stated Maturity Dates or mandatory Redemption Dates. The City shall be permitted to treat any fixed rate payable under an interest rate exchange agreement or “swap” contract as the interest rate on any such issue of Securities if the counterparty to such agreement or contract has unconditionally agreed to pay all interest due on such Securities. In the case of Additional Parity Bonds issued for the purpose of refunding less than all of the Bonds and other Parity Securities then Outstanding, compliance with this Section 7(b)(ii) shall not be required so long as the Debt Service Requirements payable on all Bonds and other Parity Securities Outstanding after the issuance of such Additional Parity Bonds on each Interest Payment Date does not exceed the Debt Service Requirements payable on all Bonds and other Parity Securities Outstanding prior to the issuance of such Additional Parity Bonds on such Interest Payment Dates.

(iii) *Adequate Reserves.* The Reserve Account shall be fully funded in accordance with Section 5(d) hereof, and the proceedings under which any such Additional Parity Bonds are issued must provide for the deposit of moneys to the Reserve Account on substantially the same terms as provided in Section 5(d) hereof and contain a covenant by the City to maintain the Reserve Account in an amount at least equal to the minimum amount required by Section 5(d) hereof. Alternatively, if such action is deemed by the City to be necessary or desirable in order to comply with any statute or regulation governing the exclusion from gross income for federal income tax purposes of interest on any such Additional Parity Bonds, the proceedings under which any such Additional Parity Bonds are issued may provide for the deposit of moneys to a reserve fund or account (other than the Reserve Account) established and maintained for any such Additional Parity

Bonds on substantially the same terms as provided in Section 5(d) hereof and contain a covenant by the City to maintain such reserve fund or account in an amount at least equal to the minimum amount required by Section 5(d) hereof, except as may be necessary to comply with such statute or regulation. Any such reserve fund or account shall have a claim to the Pledged Revenues equal to and on a parity with the Reserve Account.

(iv) *Special Covenant.* If Additional Parity Bonds are to be issued for purposes other than street improvements permitted to be made with Sales and Use Tax revenues in the Street Improvement Fund pursuant to the Code, the City shall covenant in the authorizing ordinance, supplemental ordinance or other instrument of the Council that Pledged Revenues deposited in the Street Improvement Fund shall be transferred, to the extent permitted by the Code, to the Principal and Interest Account and, if necessary, the Reserve Account with respect to the Series 2013 Bonds before Pledged Revenues deposited in the General Fund are so transferred.

(c) *Certification of Historic Revenues.* In the case of the computation of the historic revenues test provided in Section 7(b)(2) hereof, the specified and required written certifications by the City Treasurer that such annual revenues are sufficient to pay such amounts as provided in Section 7(b) hereof shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver Additional Parity Bonds.

(d) *Subordinate Securities Permitted.* Nothing herein, subject to the limitations stated in Section 7(f) hereof, prevents the City from issuing Subordinate Bonds or Subordinate Securities.

(e) *Superior Securities Prohibited.* Nothing herein permits the City to issue Superior Bonds or Superior Securities.

(f) *Supplemental Ordinances.* Additional Parity Bonds or Subordinate Securities shall be issued only after authorization thereof by ordinance, supplemental ordinance or other instrument of the Council, in substantially the same form as this Ordinance, stating the purpose or purposes of the issuance of such additional Securities, directing the application of the proceeds thereof to such purpose or purposes, directing the execution thereof, and fixing and determining the date, series designation, principal amount, maturity or maturities, maximum rate or rates of interest, and prior redemption privileges of the City with respect thereto, and providing for payments from the General Fund and the Street Improvement Fund to the Principal and Interest Account and the Reserve Account in accordance with this Ordinance. All additional Securities shall bear such date, shall be payable as to principal on December 1 or on June 1 and December 1 and as to interest on June 1 and December 1 and shall be subject to redemption prior to maturity on such terms and conditions, as may be provided, and shall bear interest at such rate or rates as may be fixed by ordinance, instrument or other document of the Council. Nothing herein shall be construed to prohibit the issuance of additional Securities payable

from the Pledged Revenues, the interest on which is payable more frequently than semiannually.

**Section 8. Covenants.** The City hereby particularly covenants and agrees with the Owners of the Bonds from time to time, and makes the following provisions which shall be a part of its contract with such Owners, which covenants and provisions shall be kept by the City continuously until all of the Bonds have been fully paid and discharged:

(a) ***Continuance and Collection of Sales and Use Taxes.***

(i) The provisions of the Code authorizing the Sales and Use Tax have not been repealed or amended and are now in full force and effect. The City will not repeal or amend said provisions in any manner that would diminish the Pledged Revenues.

(ii) The City shall continue to levy, impose, administer, enforce and collect the Sales and Use Tax on sales and purchases of tangible personal property at retail and storage, use, distribution and consumption of tangible personal property purchased or acquired at retail, within the City, in accordance with the Code without reduction in the percentage rate of the Sales and Use Tax as set forth therein.

(iii) The City shall maintain the General Fund and the Street Improvement Fund as funds of the City separate and distinct from all other funds of the City and shall place the Pledged Revenues therein.

(iv) Any Pledged Revenues commingled with other moneys deposited in the General Fund or the Street Improvement Fund shall be considered last spent. The City shall not expend Pledged Revenues on deposit in the General Fund or the Street Improvement Fund in such a manner as would prevent its making the next ensuing monthly installments to the Principal and Interest Account or any then-required payment to the Reserve Account.

(v) All of the Pledged Revenues shall be subject to the payment of the Debt Service Requirements of all Securities payable from the Pledged Revenues, including reserves therefor, as provided herein or in any instrument supplemental or amendatory hereto.

(b) ***Defense of Legality of Pledged Revenues.*** There is not pending or threatened any suit, action or proceeding against or affecting the City before or by any court, arbitrator, administrative agency or other governmental authority that affects the validity or legality of this Ordinance, the sections of the Code pertaining to the Sales and Use Tax, the imposition and collection of the Sales and Use Tax or any of the City's obligations under this Ordinance or said sections.

The City shall, to the extent permitted by law, defend the validity and legality of the Sales and Use Tax and the sections of the Code pertaining thereto against all claims, suits and proceedings that would diminish or impair the Pledged Revenues.

Except as permitted in this Ordinance, the City has not assigned or pledged the Pledged Revenues in any manner that would diminish the security for payment of the Bonds.

(c) ***Performance of Duties.*** The City, acting by and through its officers, or otherwise, shall faithfully and punctually perform, or cause to be performed, all duties with respect to the Pledged Revenues required by the Constitution and laws of the State, the Charter and the various ordinances, resolutions and contracts of the City, including, without limitation, the proper segregation of the proceeds of the Bonds and the Pledged Revenues and their application from time to time to the respective funds provided thereof.

(d) ***Contractual Obligations.*** The City will perform all contractual obligations undertaken by it under the Bond Purchase Agreement and any other agreements relating to the Bonds and the Pledged Revenues.

(e) ***Further Assurances.*** At any and all times the City shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver, and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents, and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, the Pledged Revenues and other funds and accounts hereby pledged or assigned, or intended so to be, or which the City may hereafter become bound to pledge or to assign, or as may be reasonable and required to carry out the purposes of this Ordinance. The City, acting by and through its officers, or otherwise, shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Pledged Revenues and other funds and accounts pledged hereunder and all the rights of every Owner of any of the Bonds against all claims and demands of all Persons whomsoever.

(f) ***Conditions Precedent.*** Upon the date of issuance of any of the Bonds, all conditions, acts and things required by the Constitution or laws of the United States of America, the Constitution or laws of the State, the Charter or this Ordinance, to exist, to have happened and to have been performed precedent to or in the issuance of the Bonds shall exist, have happened and have been performed, and the Bonds do not contravene any debt or other limitation prescribed by the Constitution or laws of the United States of America, the Constitution or laws of the State or the Charter.

(g) ***Records.*** The City will keep proper books of record and account, separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the funds and accounts described herein.

(h) ***Protection of Security.*** The City, its officers, agents and employees, shall not take any action in such manner or to such extent as might prejudice the security for the payment of the Debt Service Requirements of the Bonds or any other Securities payable from the Pledged Revenues according to the terms thereof. No contract shall be entered into nor any other action taken by which the rights of the Insurer or any Owner of

any Bond or other Security payable from Pledged Revenues or any security for, or sources of payment of, the Bonds might be materially impaired or diminished.

(i) ***Accumulation of Interest Claims.*** In order to prevent the accumulation of claims for interest after maturity, the City shall not directly or indirectly extend or assent to the extension of the time for the payment of any claim for interest on any of the Bonds or any other Securities payable from the Pledged Revenues; and the City shall not directly or indirectly be a party to or approve any arrangements for any such extension or for the purpose of keeping alive any of such other claims for interest. If the time for the payment of any such installment of interest is extended in contravention of the foregoing provisions, such installment or installments of interest after such extension or arrangement shall not be entitled in case of default hereunder to the benefit or the security of this Ordinance, except upon the prior payment in full of the principal of all of the Bonds and any such Securities the payment of which has not been extended.

(j) ***Prompt Payment of Bonds.*** The City shall promptly pay the Debt Service Requirements of every Bond on the dates and in the manner specified herein and in the Bonds according to the true intent and meaning hereof.

(k) ***Use of Principal and Interest Account and Reserve Account.*** The Principal and Interest Account and the Reserve Account shall be used solely and only, and the moneys credited to such accounts are hereby pledged, for the purpose of paying the Debt Service Requirements of the Bonds, any Additional Parity Bonds or any other Parity Securities at maturity, upon prior redemption or otherwise, subject to the provisions concerning surplus moneys in Section 5(e) hereof and subject to Section 9 hereof.

(l) ***Additional Securities.*** The City shall not hereafter issue any Bonds or Securities payable from the Pledged Revenues without compliance with the requirements with respect to the issuance of Additional Parity Bonds set forth herein to the extent applicable.

(m) ***Other Liens.*** Other than the Outstanding Series 2003 Bonds being paid and discharged through the Refunding Project, there are no liens or encumbrances of any nature whatsoever on or against any of the Pledged Revenues.

(n) ***Surety Bonds.*** Each official or other person having custody of any Pledged Revenues, or responsible for their handling, shall be fully bonded at all times, which Bond shall be conditioned upon the proper application of said moneys.

(o) ***Arbitrage.*** The City shall make no investment or other use of the proceeds of the Series 2013 Bonds at any time during the term thereof that, if such investment or other use had been reasonably expected on the date of issue of the Series 2013 Bonds, would have caused the Series 2013 Bonds to be arbitrage Series 2013 Bonds within the meaning of the Tax Code and the regulations thereunder and shall comply with all the requirements of the Tax Code and said regulations throughout the term of the Series 2013 Bonds.

(p) **Designation.** The City hereby designates the Series 2013 Bonds as “qualified tax-exempt obligations” under Section 265(b) of the Tax Code.

**Section 9. Defeasance.** When all Debt Service Requirements of the Bonds have duly been paid, the pledge and lien and all obligations hereunder shall thereby be discharged and the Bonds shall no longer be deemed to be Outstanding within the meaning of this Ordinance. There shall be deemed to be such due payment when the City has placed in escrow or in trust with a Trust Bank located within or without the State, moneys or Federal Securities in an amount sufficient (including the known minimum yield available for such purpose from Federal Securities in which such amount wholly or in part may be initially invested) to meet all Debt Service Requirements of the Bonds, as the same become due to their respective Maturity Dates or to any Redemption Date as of which the City shall have exercised or shall have obligated itself to exercise its option to redeem Bonds prior to their respective Maturity Dates. The Federal Securities shall be non-callable and non-prepayable and shall become due prior to the respective times at which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the City and such Trust Bank at the time of the creation of the escrow or trust, or the Federal Securities shall be subject to redemption at the option of the Owner thereof to assure such availability as so needed to meet such schedule.

In order to accomplish a defeasance of Bonds under this Section 9, the City shall cause to be prepared and delivered a report of an independent certified public accountant, licensed to practice in the State and acceptable to the Insurer, addressed to the Insurer, verifying the sufficiency of the escrow or trust to pay the Debt Service Requirements of the Bonds defeased on the designated Maturity Dates or Redemption Dates, an escrow or trust agreement in form acceptable to the Insurer and an opinion of nationally recognized bond counsel, addressed to the City, to the effect that the Bonds are no longer Outstanding under this Ordinance.

Nothing herein shall be construed to prohibit a partial defeasance of the Outstanding Bonds in accordance with the provisions of this Section 9.

**Section 10. Default Provisions and Remedies of Bond Owners.**

(a) **Events of Default.** Each of the following events is hereby declared to be an Event of Default by the City:

(i) **Nonpayment of Principal or Premium.** Payment of the principal of any of the Bonds or any premium due in connection with the redemption thereof is not made when the same becomes due and payable, either at maturity or upon prior redemption, or otherwise;

(ii) **Nonpayment of Interest.** Payment of any installment of interest on any of the Bonds is not made when the same becomes due and payable;

(iii) **Incapacity to Perform.** The City for any reason becomes incapable of fulfilling its obligations hereunder;

(iv) **Nonperformance of Duties.** The City shall have failed to carry out and to perform (or in good faith to begin the performance of) all acts and things

lawfully required to be carried out to be performed by it under any contract relating to the Bonds or the Pledged Revenues, or to all or any combination thereof, or otherwise including, without limitation, this Ordinance, and such failure shall continue for 30 days after receipt of notice from the Insurer or the Owners of 10% in aggregate principal amount of the Bonds then Outstanding;

(v) *Appointment of Receiver.* An order or decree is entered by a court of competent jurisdiction, with the consent or acquiescence of the City, appointing a receiver or receivers for the Pledged Revenues and any other moneys subject to the lien to secure the payment of the Bonds, or if any order or decree, having been entered without the consent or acquiescence of the City, is not vacated or discharged or stayed on appeal within 30 days after entry; and

(vi) *Default of Any Provision.* The City makes any default in the due and punctual performance of any other of the representations, covenants, conditions, agreements and other provisions contained in the Bonds or in this Ordinance on its part to be performed, and such default continues for 30 days after written notice, specifying such default and requiring the same to be remedied, is given to the City by the Insurer or the Owners of 10% in aggregate principal amount of the Bonds then Outstanding.

(b) *Remedies for Defaults.* Upon the happening and continuance of any of the Event of Default, the Owner or Owners of not less than 10% in aggregate principal amount of the Bonds then Outstanding, including, without limitation, a trustee or trustees thereof or, may proceed against the City and its agents, officers and employees to protect and to enforce the rights of any Owner of Bonds under this Ordinance by mandatory injunction or by other suit, action, or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or an operating trustee or for the specific performance of any covenant or agreement contained herein or for any proper legal or equitable remedy as such Owner or Owners may deem most effectual to protect and to enforce the aforesaid rights, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of any Owner of any Bond, or to require the City to act as if it were the trustee of an expressed trust, or any combination of such remedies, or as otherwise may be authorized by any statute or other provision of law. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the Bonds, and any Parity Securities then Outstanding. Any receiver or operating trustee appointed in any proceedings to protect the rights of such Owners hereunder, the consent to any such appointment being hereby expressly granted by the City, may collect, receive and apply all Pledged Revenues arising after the appointment of such receiver or operating trustee in the same manner as the City itself might do. Notwithstanding the foregoing or any other applicable provisions of law, no Event of Default shall result in acceleration of any obligation of the City represented by the Bonds.

(c) *Rights and Privileges Cumulative.* The failure of any Owner of any Outstanding Bond to proceed in any manner herein provided shall not relieve the City, or any of its officers, agents or employees of any liability for failure to perform or carry out

any duty, obligation or other commitment. Each right or privilege of any such Owner or any trustee thereof is in addition and cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any Owner shall not be deemed a waiver of any other right or privilege thereof. Each Owner of any Bond shall be entitled to all of the privileges, rights, and remedies provided or permitted in this Ordinance and as otherwise provided or permitted by law or in equity or by statute, except as provided in Sections 12(a) and (b) hereof, and subject to the applicable provisions concerning the Pledged Revenues and the proceeds of the Bonds. Nothing herein affects or impairs the right of any Owner of any Bond to enforce the payment of the Debt Service Requirements due in connection with his, her or its Bond or the obligation of the City to pay the Debt Service Requirements of each Bond to the Owner thereof at the time and the place expressed in such Bond.

(d) ***Duties Upon Defaults.*** Upon the happening of any of the Events of Default as provided in Section 10(a) hereof, the City, in addition, shall do and perform all proper acts on behalf of and for the Owners of the Outstanding Bonds to protect and to preserve the security created for the payment of their Bonds and to insure the payment of the Debt Service Requirements of the Bonds promptly as the same become due. During any period of default, so long as any of the Bonds, as to any Debt Service Requirements, are Outstanding, except to the extent it may be unlawful to do so, all Pledged Revenues shall be paid into the Principal and Interest Account, or, in the event of Securities hereafter issued and Outstanding during such period of time on a parity with the Bonds, shall be applied as provided in Section 5(c) hereof for all Parity Securities, including the Bonds, on an equitable and prorated basis, and used for the purposes therein provided. If the City fails or refuses to proceed as in this Section 10D provided, the Owner or Owners of not less than 10% in principal amount of the Bonds then Outstanding, after demand in writing, may proceed to protect and to enforce the rights of the Owners of the Bonds as hereinabove provided; and to that end any such Owners of Outstanding Bonds shall be subrogated to all rights of the City under any agreement or contract involving the Pledged Revenues entered into after the effective date of this Ordinance or thereafter while any of the Bonds are Outstanding. Nothing herein requires the City to proceed as provided herein if it determines in good faith and without any abuse of its discretion that such action is likely materially and prejudicially to affect the Owners of the Outstanding Bonds and any Outstanding Parity Securities.

(e) ***Evidence of Security Owners.*** Any request, consent or other instrument which this Ordinance may require or may permit to be signed and to be executed by the Owner of any Bonds or other Securities may be in one instrument or more than one instrument of similar tenor and shall be signed or may be executed by each Owner in person or by his attorney appointed in writing. Proof of the execution of any such instrument or of any instrument appointing any such attorney, or the ownership by any Person of the Securities, shall be sufficient for any purpose of this Ordinance (except as otherwise herein expressly provided) if made in the following manner:

(i) ***Proof of Execution.*** The fact and the date of the execution by any Owner of any Bonds or other Securities or his attorney of such instrument may be proved by the certificate, which need not be acknowledged or verified, of any

officer of a bank or trust company satisfactory to the City Clerk or of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he or she purports to act that the individual signing such request or other instrument acknowledged to him or her the execution, duly sworn to before such notary public or other officer; the authority of the individual or individuals executing any such instrument on behalf of a corporate Owner of any Securities may be established without further proof if such instrument is signed by an individual purporting to be the president or vice-president of such corporation with the corporate seal affixed and attested by an individual purporting to be its secretary or an assistant secretary; and the authority of any person or Persons executing any such instrument in any fiduciary or representative capacity may be established without further proof if such instrument is signed by a Person or Persons purporting to act in such fiduciary or representative capacity.

(ii) *Proof of Ownership.* The amount of Bonds owned by any Person executing any instrument as an Owner of Bonds, and the numbers, dates and other identification thereof, together with the dates of his ownership of the Bonds, shall be determined from the registration books of the City. The amount of other Securities, if applicable, owned by any Person executing any instrument as an Owner of such Securities, and the numbers, dates and other identification thereof, together with the dates of his ownership, if in bearer form, may be proved by a certificate, which need not be acknowledged or verified, in form satisfactory to the City Clerk, executed by a member of a financial firm or by an officer of a bank or trust company, insurance company or financial corporation or other depository satisfactory to the City Clerk, or by any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he or she purports to act, showing at the date therein mentioned that such Person exhibited to such member, officer, notary public or other officer so authorized to take acknowledgments of deeds or had on deposit with such depository the Securities described in such certificate or if in registered form shall be determined from the related registration books; but the City Clerk may nevertheless in his or her discretion require further or other proof in cases where he or she deems the same advisable.

(f) *Warranty Upon Issuance of Bonds.* Any of the Bonds as herein provided, when duly executed and registered for the purposes provided for in this Ordinance, shall constitute a warranty by and on behalf of the City for the benefit of each and every future Owner of any of the Bonds that the Bonds have been issued for a valuable consideration in full conformity with law.

## **Section 11. Amendment of Ordinance.**

(a) *Amendment of Ordinance Not Requiring Consent of Bond Owners.* The City may, without the consent of, or notice to, the Owners of the Bonds, adopt such ordinances supplemental hereto (which amendments shall thereafter form a part hereof) for any one or more or all of the following purposes:

(i) to cure or correct any formal defect, ambiguity or inconsistent provision contained in this Ordinance;

(ii) to appoint successors to the Paying Agent, Registrar or Transfer Agent as provided in Section 3(b)(vi) hereof;

(iii) to designate a trustee for the Owners of the Bonds, to transfer custody and control of the Pledged Revenues to such trustee, and to provide for the rights and obligations of such trustee;

(iv) to add to the covenants and agreements of the City or the limitations and restrictions on the City set forth herein;

(v) to pledge additional revenues, properties or collateral to the payment of the Bonds;

(vi) to qualify an indenture in connection with the Bonds under the Trust Indenture Act of 1939, as amended from time to time; or

(vii) to effect any such other changes hereto as do not in the opinion of nationally recognized bond counsel materially adversely affect the rights of the Owners of the Bonds.

Whenever the Council proposes to supplement or amend this Ordinance under the provisions of this Section 11(a), it shall give notice of the proposed supplement or amendment and provide a copy thereof to S&P at least 15 days prior to its adoption and execution.

(b) ***Amendment of Ordinance Requiring Consent of Bond Owners.*** Exclusive of the amendatory ordinances covered by Section 11(a) hereof, this Ordinance may be amended or modified by ordinances or other instruments duly adopted by the Council, without receipt by it of any additional consideration but with the prior written consent of the Insurer and the Owners of 66% in aggregate principal amount of the Bonds Outstanding at the time of the adoption of such amendatory ordinance, provided that no such amendatory ordinance shall permit, without the consent of the owners of 100% in aggregate principal amount of the Bonds then Outstanding:

(i) ***Changing Payment.*** A change in the maturity or in the terms of redemption of the principal of any Outstanding Bond or any installment of interest thereon; or

(ii) ***Reducing Return.*** A reduction in the principal amount of any Bond, the rate of interest thereon, or any premium payable in connection with the redemption thereof, without the consent of the Owner of the Bond; or

(iii) ***Prior Lien.*** The creation of a lien upon or a pledge of revenues ranking prior to the lien or to the pledge created by this Ordinance; or

(iv) *Modifying Amendment Terms.* A reduction of the principal amount or percentages of Bonds, or any modification otherwise affecting the description of Bonds, otherwise changing the consent of the Owners of Bonds, which may be required herein for any amendment hereto; or

(v) *Priorities Among Bonds or Parity Securities.* The establishment of priorities as among Bonds issued and Outstanding under the provisions of this Ordinance or as among Bonds and other Parity Securities; or

(vi) *Partial Modification.* Any modifications otherwise materially and prejudicially affecting the rights or privileges of the Owners of less than all of the Bonds then Outstanding.

Whenever the Council proposes to supplement or amend this Ordinance under the provisions of this Section 11(b), it shall give notice of the proposed supplement or amendment by mailing such notice to the Insurer and to all Owners of Bonds at the addresses appearing on the registration books of the City. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory ordinance or other instrument is on file in the office of the City Clerk for public inspection. It shall also give notice of the proposed supplement or amendment and provide a copy thereof to S&P at least 10 days prior to its adoption and execution.

(c) *Time for and Consent to Amendment.* Whenever at any time within one year from the date of the completion of the notice required to be given by Section 11(b) hereof there shall be filed in the office of the City Clerk an instrument or instruments executed by the Owners of at least 66% in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed amendatory ordinance or other instrument described in such notice and shall specifically consent to and approve the adoption of such ordinance or other instrument, thereupon, but not otherwise, the Council may adopt such amendatory ordinance or instrument and such ordinance or instrument shall become effective. If the Owners of at least 66% in aggregate principal amount of the Bonds then Outstanding, at the time of the adoption of such amendatory ordinance or instrument, or the predecessors in title of such Owners, no Owner of any Bond, whether or not such Owner shall have consented to or shall have revoked any consent as herein provided, shall have any right or interest to object to the adoption of such amendatory ordinance or other instrument or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the City from taking any action pursuant to the provisions thereof. Any consent given by the Owner of a Bond pursuant to the provisions thereof shall be irrevocable for a period of six months from the date of the completion of the notice above provided for and shall be conclusive and binding upon all future Owners of the same Bond during such period. Such consent may be revoked at any time after six months from the completion of such notice, by the Owner who gave such consent or by a successor in title, by filing notice of such revocation with the City Clerk, but such revocation shall not be effective if the Owners of 66% in aggregate principal amount of the Bonds Outstanding as herein provided, prior to the attempted revocation, shall have consented to and approved the amendatory instrument referred to in such revocation.

(d) ***Unanimous Consent.*** Notwithstanding anything in the foregoing provisions contained, the terms and the provisions of this Ordinance, or of any ordinance or instrument amendatory thereof, and the rights and the obligations of the City and of the Owners of the Bonds may be modified or amended in any respect (except as would adversely affect the rights of the Owners of any Parity Securities) upon the adoption by the City and upon the filing with the City Clerk of an instrument to that effect and with the consent of the Owners of all the then Outstanding Bonds, such consent to be given in the manner provided in Section 11(c) hereof; and no notice to Owners of Bonds shall be required as provided in Section 11(b) hereof, nor shall the time of consent be limited except as may be provided in such consent.

(e) ***Exclusion of Bonds.*** At the time of any consent or of other action taken hereunder the Registrar shall furnish to the City Clerk a certificate, upon which the City Clerk may rely, describing all Bonds to be excluded for the purpose of consent or of other action or of any calculation of Outstanding Bonds provided for hereunder, and, with respect to such excluded Bonds, the City shall not be entitled or required with respect to such Bonds to give or obtain any consent or to take any other action provided for hereunder.

(f) ***Notation on Bonds.*** Any of the Bonds delivered after the effective date of any action taken as provided in Section 11(b) hereof, or Bonds Outstanding at the effective date of such action, may bear a notation thereon by endorsement or otherwise in form approved by the Council as to such action; and if any such Bonds so delivered after such date does not bear such notation, then upon demand of the Owner of any Bond Outstanding at such effective date and upon presentation of his Bond for such purpose at the principal office of the City, suitable notation shall be made on such Bond by the City Clerk as to any such action. If the Council so determines, new Bonds so modified as in the opinion of the Council to conform to such action shall be prepared, executed and delivered; and upon demand of the Owner of any Bond then Outstanding, shall be exchanged without cost to such Owner for Bonds then Outstanding upon surrender of such Outstanding Bonds.

(g) ***Proof of Instruments and Bonds.*** The fact and date of execution of any instrument under the provisions of this Section 11, the amount and number of the Bonds owned by any Person executing such instrument, and the date of his registering the same may be proved as provided by Section 10(e) hereof.

## **Section 12. Miscellaneous.**

(a) ***Character of Agreement.*** None of the covenants, agreements, representations or warranties contained herein or in the Bonds shall ever impose or shall be construed as imposing any liability, obligation, or charge against the City (except for the special funds pledged thereof or) or against the general credit of the City payable out of general funds or out of any funds derived from general property taxes.

(b) ***No Pledge of Property.*** The payment of the Bonds is not secured by an encumbrance, mortgage or other pledge of property of the City except for the Pledged

Revenues. No property of the City, subject to such exception with respect to the Pledged Revenues, pledged for the payment of the Bonds, shall be liable to be forfeited or taken in payment of the Bonds.

(c) *Statute of Limitations.* No action or suit based upon any Bond or other obligation of the City shall be commenced after it is barred by any statute of limitations pertaining thereto. Any trust or fiduciary relationship between the City and the Owner of any Bond or the obligee regarding any such obligation shall be conclusively presumed to have been repudiated on the Maturity Date or other due date thereof unless the Bond is presented for payment or demand for payment of such other obligation is otherwise made before the expiration of the applicable limitation period. Any moneys from whatever source derived remaining in any fund or account reserved, pledged or otherwise held for the payment of any such obligation, action or suit, the collection of which has been barred, shall revert to the General Fund or the Street Improvement Fund, as appropriate, unless the Council shall otherwise provide by ordinance. Nothing herein prevents the payment of any such Bond or other obligation after an action or suit for its collection has been barred if the Council deems it in the best interests of the City or the public so to do and orders such payment to be made.

(d) *Delegated Duties.* The officers of the City are hereby authorized and directed to enter into such agreements and take all action necessary or appropriate to effectuate the provisions of this Ordinance and to comply with the requirements of law, including, without limitation:

(i) *Printing.* The printing of the Series 2013 Bonds, including the printing upon or attachment to each such Series 2013 Bond of a copy of the approving legal opinion of Kutak Rock LLP, bond counsel, duly certified by the Registrar;

(ii) *Execution, Authentication, Registration and Delivery.* The execution, authentication and registration of the Series 2013 Bonds and the delivery of the Series 2013 Bonds to the Underwriter pursuant to the provisions of this Ordinance;

(iii) *Information.* The assembly and dissemination of financial and other information concerning the City and the Series 2013 Bonds;

(iv) *Official Statement.* The preparation of a final official statement in substantially the same form as the Preliminary Official Statement for the use of prospective buyers of the Series 2013 Bonds, including, without limitation, the Underwriter; and

(v) *Documents and Certificates.* The execution of the Final Terms Certificate, the Paying Agent Agreement, the Refunding Escrow Agreement, the Letter of Representations and all such certificates and other documents as may be reasonably required by the Underwriter, relating, inter alia, to:

(A) the signing of the Series 2013 Bonds;

- (B) the tenure and identity of the officials of the City;
- (C) if in accordance with fact, the absence of litigation, pending or threatened, affecting the validity of the Series 2013 Bonds;
- (D) the tax treatment of interest on the Series 2013 Bonds under federal and State income tax laws;
- (E) the delivery of the Series 2013 Bonds; the receipt of the Bond purchase price and the consummation of the Refunding Project; and
- (F) the accuracy and completeness of information provided in the official statement prepared for prospective buyers of the Series 2013 Bonds.

(vi) *Redemption of Series 2003 Bonds.* The redemption of the Series 2003 Bonds, including without limitation the giving of notice of the defeasance and redemption thereof in such manner as provided in the Refunding Escrow Agreement.

(e) *Successors.* Whenever herein the City is named or is referred to, such provision shall be deemed to include any successors of the City, whether so expressed or not. All of the covenants, stipulations, obligations and agreements by or on behalf of and other provisions for the benefit of the City contained herein shall bind and inure to the benefit of any officer, board, district, commission, authority, agency, instrumentality or other Person or Persons to whom or to which there shall be transferred by or in accordance with law any right, power or duty of the City or of its respective successors, if any, the possession of which is necessary or appropriate in order to comply with any such covenants, stipulations, obligations, agreements or other provisions hereof.

(f) *Rights and Immunities.* Except as herein otherwise expressly provided, nothing herein expressed or implied is intended or shall be construed to confer upon or to give to any Person, other than the City and the Owners from time to time of the Bonds, any right, remedy or claim under or by reason hereof or any covenant, condition or stipulation hereof. All the covenants, stipulations, promises and agreements herein contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and any Owner of any of the Bonds.

No recourse shall be had for the payment of the Debt Service Requirements of the Bonds or for any claim based thereon or otherwise upon this Ordinance authorizing their issuance or any other ordinance or instrument pertaining thereto, against any individual member of the Council, or any officer or other agent of the City, past, present or future, either directly or indirectly through the City, or otherwise, whether by virtue of any constitution, statute or rule of law or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of the Bonds and as a part of the consideration of their issuance specially waived and released.

(g) **Facsimile Signatures.** Pursuant to the Uniform Facsimile Signature of Public Officials Act, part 1 of article 55 of title 11, Colorado Revised Statutes, as amended, the Mayor, the City Clerk and the City Treasurer shall forthwith, and in any event prior to the time the Series 2013 Bonds are delivered to the Underwriter, file with the Colorado Secretary of State their manual signatures certified by them under oath.

(h) **Ordinance Irrepealable.** This Ordinance is, and shall constitute, a legislative measure of the City and after any of the Series 2013 Bonds are issued, this Ordinance shall constitute an irrevocable contract between the City and the Owner or Owners of the Series 2013 Bonds; and this Ordinance, subject to the provisions of Sections 9 and 11 hereof, if any Series 2013 Bonds are in fact issued, shall be and shall remain irrepealable until the Bonds, as to all Debt Service Requirements, shall be fully paid, cancelled or discharged, as herein provided.

(i) **Ratification.** All action not inconsistent with the provisions of this Ordinance heretofore taken by the City or its officers, and otherwise by the City directed toward the sale and delivery of the Series 2013 Bonds for that purpose, be, and the same hereby is, ratified, approved and confirmed.

(j) **Repealer.** All ordinances, resolutions, bylaws, orders, and other instruments, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, resolution, bylaw, order, or other instrument, or part thereof, heretofore repealed.

(k) **Severability.** If any section, subsection, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability thereof shall not affect any of the remaining sections, subsections, paragraphs, clauses or provisions of this Ordinance.

INTRODUCED THIS 17TH DAY OF APRIL, 2013.

CITY OF RIFLE, COLORADO

(CITY)  
(SEAL)

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

ATTEST:

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

ADOPTED AND ORDERED PUBLISHED THIS 1ST DAY OF MAY, 2013.

CITY OF RIFLE, COLORADO

(CITY)  
(SEAL)

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

ATTEST:

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

APPROVED AS TO FORM:

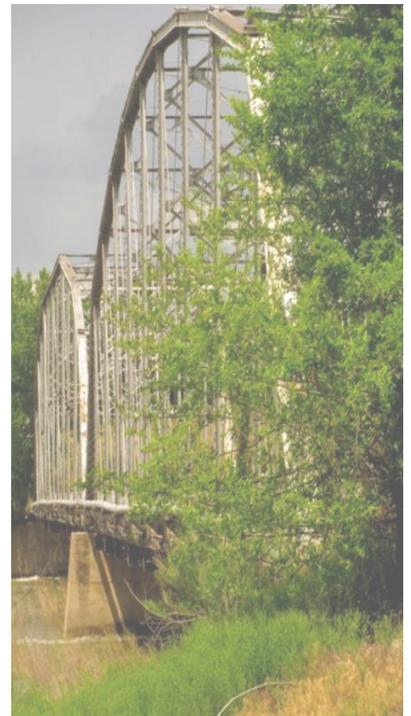
\_\_\_\_\_  
City Attorney



# *CITY OF RIFLE* SUMMARY REPORT

CITY COUNCIL AND STAFF RETREAT  
at  
GRAND RIVER HOSPITAL

*March 1 and 2, 2013*



## **INTRODUCTION**

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On March 1-2, 2013, Rifle City Council members and senior staff met at the Grand River Hospital to review and refine the City's Strategic Plan, discuss relevant issues, and set goals for the coming year. Staff was in full attendance on Saturday, the 2<sup>nd</sup>.

The objectives for the retreat were agreed as follows:

- Review and Celebrate Accomplishments (and Keith's Birthday)
- Understand the Role/Benefits of Strategic Planning
- Review and Update Vision, Mission, and Goals
- Discuss Important Topics/Projects
- Align Strategies with Goals
- Eat Well/Humor/Candor☺



## **DISCUSSION TOPICS**

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Discussion topics identified for discussion by the group were as follows:

- Ute Theatre
- New  $\frac{3}{4}$  percent sales-tax
- Water treatment plant
- Amendment 64
- City's overall financial picture
- Council discussion about upcoming September elections
- John's retirement in May (and transitions of key staff)
- Ensuring a permanent strategic planning process for the future
- North Roundabout
- South Water Tank (Airport)
- Chamber Re-Location - Information Center Operations
- Rifle EDC
- Correctional Facility – possibly on the State's budget "chopping block"
- Ensuring a permanent strategic planning process

## **VALUES**

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The group discussed the informal values (and norms) that have provided a consistent foundation for the city's strategic planning efforts and accomplishments. These values include:

- Candor – Fun
- Trust
- Respect
- Passion for the job
- Open-mindedness
- Good people – who are a good “fit” for the organization
- Courage (to be out in front)
- “Can-Do” attitude

## **ACCOMPLISHMENTS**

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John Hier reviewed the City's Annual Report and highlighted the many accomplishments. Thanks were given to John for his leadership and the group acknowledged the team effort with hearty applause.

## **TOPICS DISCUSSION**

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### **Continuing the Strategic Planning Process**

Keith talked about the value of strategic planning, noting it's the one time of year when Council and senior staff get together on “equal footing. The group discussed its benefits and how to ensure the continuance of strategic planning for the city. Following discussion, the group agreed a Charter amendment would be the best way to ensure the continuance of the strategic planning process for the city.

Other Benefits:

- Plans are incorporated into budget sessions
- Improved functionality equals dollars savings \$\$

*Action Item: Jim Neu will to draft language for a proposed Charter amendment to be discussed in Work Session.*

**Water Treatment Plant** – It was noted there was some slippage of schedule. Staff will have price estimates at the beginning of June.

**Ute Theatre** –The funding picture (\$1.2 M) was presented by staff. Prices for the renovation can be “held” until end the end of June. The City should consider the use of reserves and value engineering. It was noted that the Ute Theatre needs an Operations Plan. The theatre will very likely require an annual operating subsidy.

*\*\*Consensus was reached that the city should operate the Theatre.*

Notes on Theatre Programming:

1. The theatre needs to draw from wide area.
2. There is a need to “build an audience”, that is, getting residents used to the idea of going out to the theatre. This should be a goal.
3. Consider “little” events and programs to start, and build from there.

*Action Item: Council to meet with NUTS and advise them of the new direction  
It was noted that the serving of alcohol needs to be discussed.*

**Financial Picture** – Staff reported that overall revenues were down 2% in 2012 (vs. 2011).

**New ¾ cent Sales Tax** – Following a brief discussion, staff reported it is time to look at Operations & Maintenance for Rifle’s existing parks/facilities.

**Project Prioritization** – It was agreed that there is currently too much on the city’s plate, including PRAB, VIF, DDA, etc. Consequently, there is a need to get the groups together, so they can better understand the entire picture and assist with the prioritization of projects.

Regarding project management, the group agreed to:

- Stick with projects on the City’s plate
- Establish a process for new projects:
  - Development a form
  - “Point” to the appropriate agency
  - Consider both capital and O & M Budgets
  - Ensure the project is in a City plan

Discussion occurred regarding citizens serving on multiple advisory boards, which seems to be driver for additional projects.

*Action Item: Jim Neu will draft an ordinance limiting membership to one advisory board.*

**Amendment 64** – An ordinance is currently proposed and the city will take a “wait and see” approach.

**Staff Transitions** – These transitions include John Hier, Mike Broughton, and Alecks Briedis. Concerns were expressed about the “gap” downstairs at city hall. Special projects and grants may suffer.

A reorganization of parks and recreation was discussed and the concept of them being managed under one Director was suggested. This will be brought to the City Council. The Council suggested that staff input be obtained from both departments, to take a slower approach and see how things develop.

**Information Center** – Following discussion, it was agreed staff would review the entire operation and evaluate for duplication.

- Consider events
- Consider all moving parts:
  - Chamber of Commerce
  - Visitor Information Center
- Can we promote Rifle better than we do today?

*Action Item: Staff will analyze and evaluate all components and report to Council*

**Correctional Facility** – It was noted that:

- The City will lose labor crews (12-15 FTE's)
- Loss of approximately 50 EE's (affects economy)
- Consider recidivism rate
- Explain how it is unique to our community
- Swift crews are popular

## **TEAM EXERCISE**

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The group broke into sub-groups to brainstorm the benefits of strategic planning. How has the strategic planning process benefitted the Council, staff, and the City? Following are their findings:

### **Group 1**

- ☑ Brings a focus on the big picture
- ☑ Candid conversations
- ☑ Allows for informal discussion

- ❑ Individual and team inspiration
- ❑ Staff has an opportunity to hear Council's full thoughts
- ❑ Provides a perspective of all the departments
- ❑ Provides a roadmap (with perspective)
- ❑ Creates institutional knowledge
- ❑ Provides a solid foundation for a professional organization
- ❑ Prioritizes spending
- ❑ Allows the group to recall past experiences and successes

### **Group 2**

- Provides for staff & Council interaction
- Creates cohesion between all departments and Council
- Gives staff marching orders (provides direction)
- Helps with budgeting
- Everyone works towards common goals
- Empowers staff (knows what Council supports)
- Collective wisdom of the many
- Exposes roadblocks

### **Group 3**

- ❖ Prioritizes goals
- ❖ Develops a common vision
- ❖ Creates ownership and "buy-in" by staff
- ❖ Conflict resolution through candor

#### **Results:**

- ✓ More productivity
- ✓ Clear staff direction
- ✓ Improved communication and relationships
- ✓ Planning that drives the budget

### **Group 4**

- Creates a "View of the Big Picture"
- Empowers staff and drives the "Can Do" Attitude (the value)
- Helps staff to know what Council is thinking
- Enables cohesive camaraderie
- Allows staff to "push the boundaries"

The Result: Better services for Rifle Community and a prioritization of resources.

In the exercise de-brief, the group agreed strategic planning also:

- Creates a platform where ideas are actually implemented
- Raises status among other communities in area
- Allows Council to know what staff is thinking
- Engenders trust!
- For first timers – It gives perspective on goals, is motivating, and allows one to see the bigger picture
- Creates a better team atmosphere
- Next Time: Perhaps bring in other managers (rotate?)

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

---

The Council and staff reviewed and discussed the City's Vision Statement, Mission Statement, and Goals. The statements and goals were **updated** as follows:

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

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

- ***Has preserved its small town values and cohesive sense of community;***
- ***Has a sustainable and growing economic base that offers ample employment, housing, and business opportunities;***
- ***Is well-planned, environmentally responsible, and comprised of diverse neighborhoods that are safe, secure and have convenient access to services and amenities;***
- ***Offers a premier and integrated system of recreational, educational, and cultural activities for all ages and income levels;***
- ***Is the regional center of commerce, culture and education;***
- ***Has achieved a high level of resource efficiency and sustainability***

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

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

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

***for the benefit of the Rifle community.***

### ***City of Rifle Goal Statements and Action Steps 2013-14***

***Goal: Develop and strengthen a diverse economic base in cooperation with other entities.***

- Coordinate meeting(s) with DDA, RREDC, Main Street Program Coordinator, Chamber of Commerce, and Visitor Improvement Group to assess overlap, goals alignment, capabilities, etc.
- Continue to communicate with businesses re: basic business education (forms, etc.), business retention, etc.
- Consider regional model.

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

- Water Treatment Plant
  - Public education component on water conservation – partnering with the public
  - Move to construction
- Continue to develop the TOD plan
- Develop Water Master Plan and Bicycle Master Plan
- North Roundabout

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

- Ute Theatre
- Complete Deerfield & Centennial Parks (Strategic Plan)
- Trails Completion
- Recreation Center Planning (RREDC & City)
- Develop a process for new projects
- Manage multiple project funding requests more effectively by helping the requesting agencies understand fiscal limitations and priorities- get them together to discuss and clarify the process

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

- Implement Beaver Creek watershed recommendations
- Complete water conservation plan
- Study and develop a plan to address traffic congestion pinch points (Airport Road)
- Develop a plan to improve security at City Hall
- Develop a plan to address Amendment 64
- Implement a new Work Plan for the Police Department
- Increase communication between the Police Department and the community

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

- Diversify membership on City Boards and Commissions (consider ordinance limiting number of Boards one can serve on)
- Continue to “get the word out” using appropriate media, e.g. Utility Bills, *Post Independent*, *Citizen Telegram*, Web site, email, Channel 10, social media, apps
- Advocate on behalf of the City (word of mouth)
- Develop a process for new projects
- Manage multiple project funding requests more effectively by helping the requesting agencies understand fiscal limitations and priorities- get them together to discuss and clarify the process
- Continue to acquire land for future amenities

The group ended the retreat with an exercise on the power of positive thinking.

Respectfully Submitted,  
Gary Suiter  
Suiter & Associates

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**Linda Jenks  
Doctor of Musical Arts  
931 East 19<sup>th</sup> Street  
Rifle, CO 81650  
970.625.2333**

April 18, 2013

Dear Mr. Mayor:

I hope you will communicate these words of thanks to others.

As a firm believer in bouquets for the living, I want to tell you how much I appreciate Rifle government's support of our own Channel 10. I'm wondering how many other communities have the commitment to "Documenting A Way of Life." Our town really is unique, and the fact that our city government sees fit to archive our events and activities says a lot about its appreciation of who we are and what we do as citizens.

May I also take this opportunity to let you know how much we all appreciate the skills and talents of Jim Bell and Michael Churchill? When they video an event, they are always professional and courteous. They capture the "real-time" details that those of us who are participants in an event cannot see for ourselves. As a performer, I am eternally grateful for the opportunity to see if what I *think* I am doing as a musician really comes across in actual performance. I am sure that other residents of Rifle—our high school athletes, our speakers at community meetings—appreciate the same opportunity.

Moreover, Jim and Michael always seem to tune into the spirit of our events. Their resulting videos capture not "just-the-facts-ma'am," but also the aesthetics that animate each event. And those events are remarkably individualistic, aren't they? We are lucky to have them, I think.

I also believe that Channel 10 is the media source that we trust for news of our local events. If we want to get a feel for what is happening and what has happened in our town, we check out Channel 10.

So, thanks to all the talented and committed people who are associated with Channel 10. Out here in Citizen Land, we appreciate your efforts.

Sincerely,



Linda Jenks

**DEPARTMENT OF PLANNING & DEVELOPMENT**

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490 Fax: 970-625-6268



**MEMORANDUM**

**TO:** City Council  
**FROM:** Nathan Lindquist, Planner  
**DATE:** April 23, 2013  
**SUBJECT:** Proposed Parking Structure Mural

The Main Street board received a grant from DOLA for downtown improvements. The group decided to fund a parking structure mural that would be promotional for the downtown and also identify the free parking. The group would also like to attempt to find a way to reuse the currently existing "P" as some kind of recycled art in the downtown. See the attached picture for the proposed mural.



STOP



# Garfield Clean Energy 1<sup>st</sup> Quarter 2013 Report

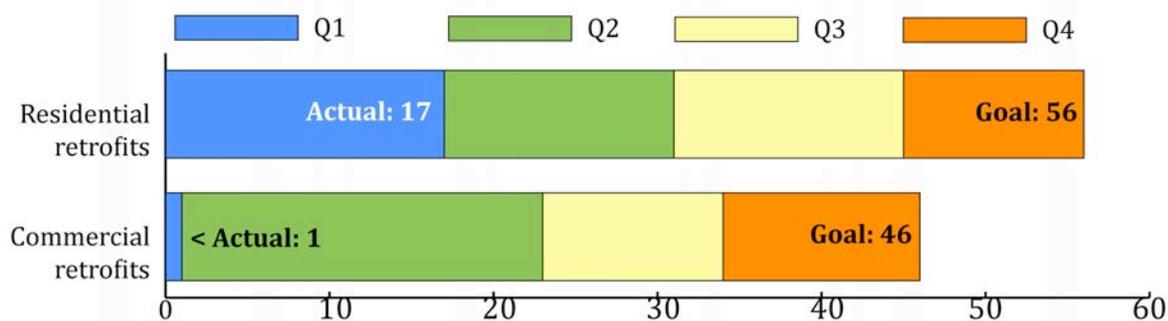
April 5, 2013 • Prepared by CLEER: Clean Energy Economy for the Region

## 1. Residential energy efficiency

<b>Residential retrofits: 17</b>	<b>Measures: 22</b>	<b>Economic development</b>
Rifle: 2	Insulation and air seal: 7	Total retrofit costs: \$74,970
Silt: 4	Furnace / boiler: 10	Utility rebates: \$3,280
New Castle: 4	Water heater: 4	GCE rebates: \$6,990
Glenwood Springs: 6	Windows: 1	<b>Rebate multiplier: 10.7</b>
Carbondale: 1	Est. savings: <b>\$3,114/year</b>	(each \$1 in rebate = \$10.70 spent)

## 2. Commercial energy efficiency

<b>Commercial retrofit: 1</b>	<b>Measures: 1</b>	Total retrofit cost: \$12,261
Vicki Lee Green, Glenwood	HVAC upgrades	GCE rebate: \$500; <b>Rebate multiplier: 24.5</b>
New commercial applications received: 15		



## 3. Garfield Clean Energy partner buildings and renewables

### >> General services for all 10 partners

#### Energy data analysis and future project planning

- Compiled and analyzed utility bill data for 2009-2012; created graphs showing annual building energy use; identified trends in use and savings.
- Created spreadsheets listing completed projects and priority future projects.
- Met with Carbondale, Glenwood Springs, New Castle and Garfield County to share results to date and future projects; will hold similar meetings with other six partners in 2<sup>nd</sup> quarter.

**Facility Manager Roundtables:** Planned, publicized events April 3 in Rifle, April 4 in Glenwood.

**Common Policy for Energy Targets:** Researched and drafted resolution and template for partner organizations, to be ratified at April 10, 2013, board meeting.

#### Salesforce database development

- Working with Visual Data Consulting of Boulder to customize Salesforce online database system for tracking partner buildings, residential and commercial projects.
- Result will be simplified, standardized reporting of energy savings and investments.
- Customization costs to date: \$4,000. Ongoing use of online database is free.

**Weather-adjusted savings** package purchased and tested for GCE's Utility Manager bill database. Normalizes utility data across seasonal weather variations for more accurate year-over-year energy savings analysis. Cost: \$2,070

## **>> Partner services for all 10 partners**

### **Garfield County**

- Alerted Health & Human Services Building staff that HVAC system and a thermostat must be malfunctioning. Made follow-up phone call to Dave Ebeler, facility manager, and provided hard copy diagrams of HVAC system map and AEM reports.
- Provided Road and Bridge staff with details about Xcel Energy and Holy Cross Energy lighting rebates that could be used at Cattle Creek and Rifle facilities.
- Met with Drew Gorgey and Tom Jankovsky to discuss best approach for impacting additional county buildings. CLEER will also provide articles on saving energy for the county's monthly internal employee newsletter.

### **Carbondale**

- Identified unusual electrical energy spike via Energy Navigator data. Site visit uncovered an electric ceiling unit heating a bathroom. A building team is experimenting with more efficient ways to heat the bathroom.
- Worked extensively with town staff on mandatory renewable energy requirements for new commercial buildings; presented findings to trustees.
- Met with Jay Harrington and Allyn Harvey to pursue idea of creating an award for employees who propose an innovative solution to saving energy.

### **Glenwood Springs**

- Met with Jeff Hecksel and Robin Millyard and shared memo with list of next steps and priority upgrades at City Hall, Community Center, MOC and wastewater plant.
- Visited wastewater plant, met new staff, and scheduled wastewater plant Energy Navigator training to take place April 3.
- Responded to request from Tom Barnes to review energy system ideas for proposed new ice rink building.

### **New Castle**

- Met with Tom Baker and with Melody Harrison, Town of New Castle's Energy Champion.
- Conducted walk-through of Town Hall and Community Center on March 8. Identified energy savings opportunities, such as HVAC maintenance, building light shelves and heat tape timer, and planned next steps.

### **Silt**

- Worked with town staff and electrician on preliminary steps to have Navigator monitoring equipment installed at wastewater treatment plant.

### **Rifle**

- Followed up with city staff to ensure Xcel Energy rate switch was made for wastewater plant.
- Met with the city's new water plant engineer March 27 and assisted with Xcel rate analysis on "interruptible rate structure" being considered by the city.
- Working with city staff on Power Purchase Agreement for solar installations on city buildings, totaling about 600 Kw, and to ensure monitoring equipment is compatible with Navigator.

### **Parachute**

- Monitored Navigator data to ensure optimal building energy performance.

## **RFTA**

- Contacted RFTA staff to offer review of building plans for remodeling of Aspen maintenance facility to ensure energy efficient construction.
- Added “live” electricity monitoring via Navigator for RFTA’s Glenwood CNG fueling station.

## **Garfield Public Library District**

- Worked onsite with Jerry Morris at Parachute Branch to troubleshoot energy spikes.
- Continue work on LEED-inspired rating of Carbondale Branch.

## **Colorado Mountain College**

- Implemented interval data reporting and created pages on Navigator website for eight CMC buildings in Garfield County.
- Coordinated data entry of historical bills going back to 2008 for the entire CMC system.  
*(Separate contract with CLEER.)*

## **>> Non-partner services**

### **Roaring Fork School District** *(Separate contract with CLEER.)*

- Met with RFSD staff to discuss joining GCE.
- Assisted RFSD staff and school energy clubs with their pursuit of lighting audits and rebates.
- Provided utility data and coaching during solar PPA analysis process.

### **Battlement Mesa Metro District**

- Met with metro district staffer Roger Bulla to discuss energy savings opportunities at water and wastewater plants.
- Discussed possible membership or participation in GCE.

## **4. Transportation**

### **CNG efforts**

- Met with Glenwood Ford owner Jeff Carlson to discuss the importance of dealer support for alternative fuels.
- Assisted RFTA to learn about fuel technologies and funding sources for Carbondale circulator bus.
- Supported Glenwood Springs and Garfield County in RFP for public CNG fueling station.
- Supported monthly West Slope CNG Collaborative meetings with technical and administrative duties.
- Presented “CNG 101” at Glenwood Rotary Club Feb. 22.
- Supported Garfield County and Rifle with technical issues on CNG vehicle breakdowns.
- Reached out to Parachute-region private and public fleet owners via phone and email to build customer demand for CNG fueling station set to open this summer in Parachute.
- Shared CNG experiences with presentations to groups in the Durango region March 12-13, and with MRI Trash locally with multiple contacts in February and March.

### **Other**

- Prepared for the school Bike and Walk Challenge, set for April 23 - 25 in all three districts.
- Planned “Regional Leaders Ride” around Rifle for Friday, June 7, to learn about trails and transportation opportunities.
- Ran the CASEO Anti-Idle program at selected local schools, sponsored by CDOT.

- Assisted Carbondale in applying for and winning grant to pay for 80% of costs for an EV charging station to be installed outside Town Hall.

## 5. Publicity, marketing and website

**New case studies** posted on website: Glenwood Sew, Defiance Thrift Store, Miser’s Mercantile

### E-blasts

- 3 e-blasts for Energy Efficiency Lighting Workshop, March 7
- 2 e-blasts for Facility Managers Roundtables, April 3 and 4

### Advertising placed

- Sopris Sun “Green is the new Black Fashion Show” program
- Glenwood Springs Chamber Resort Association summer guide (circ. 55,000) highlighting residential rebates and loan program

### Earned media: 14 articles

Media outlets	Article types
Glenwood Springs Post Independent: 9	GCE partners acting on energy-related topics: 5
Sopris Sun: 2	GCE outreach and getting noticed: 4
Durango Herald: 1	Case study features: 1
Steamboat Today: 1	Renewables: 3
Treatment Plant Operator magazine: 1	Transportation/CNG news: 2

For headlines, dates and links, visit [www.GarfieldCleanEnergy.org](http://www.GarfieldCleanEnergy.org) and click on the newsboy image.

### Website usage, Jan. 1 to March 31, 2013, according to Google Analytics

Total visits: 4,595	Top 5 pages
Unique visitors: 3,311	Residential heat tape, 25%
Tablet/smartphone visitors: 782	Home page: 19%
Page views: 7,818	Residential rebates landing page
New visits: 70%	Electric vehicles
Returning visitors: 30%	Challenge for Homes

## 6. Administration

### Ongoing coordination, management of all services, programs

- January, February, March GCE meeting organization, board materials
- Securing matching grant funds
- Pursuing FMLD grant up until FMDL staff notified GCE that rebates as a proposed use did not fit FMLD guidelines
- Finalize Refuel Colorado funding for use for GCE
- Meetings with GCE partner staff on general GCE programs
- Work on GCE long term financing, including Clean Energy District; statewide financing
- Outreach to potential additional GCE partners

### New bookkeeper

- Worked with GCE attorney Jim Neu to solicit proposals from locally-based bookkeepers. Worked with GCE Finance Committee to interview three finalists, followed up with advance contract work with the selected bookkeeper.