



Randy Winkler, Mayor
Jay Miller, Mayor Pro Tem
Richard Carter, Councilor
Barbara Clifton, Councilor
Dirk Myers, Councilor
Hans Parkinson, Councilor
Jonathan Rice, Councilor

City Hall
City Council Chambers
202 Railroad Avenue
Rifle, CO

Cablecast Live on
Comcast Channel 10

Streamed Live at RifleNOW.org

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

**REGULAR MEETING
April 02, 2014**

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

6:00 P.M. Colorado Basin State Water Plan Update (Louis Myers)

**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. Set public hearing on application for modification of premise by Eagle Springs Organic d/b/a Eagle Springs Meats and Farm Fresh Cafe
B. PAC lease agreement
C. January Financial report
D. Accounts Payable
- 7:08 p.m. 3. Citizen Comments
(For issues NOT on the Agenda. Please limit comments to 3 minutes.)
- 7:11 p.m. 4. Action, if any, on Workshop Items (Mayor Winkler)

- 7:15 p.m. 5. Proclamation – Municipal Clerks Week
- 7:20 p.m. 6. Proclamation – Arbor Day
- 7:25 p.m. 7. Receive update from LiveWell Garfield County and Get Movin’ Challenge (Dana Wood)
- 7:35 p.m. 8. PUBLIC HEARING – Consider Amending Land Use Code for Seasonal Temporary Uses - Ordinance No. 6, Series of 1014 – 1st reading (Nathan Lindquist).
- 7:45 p.m. 9. Consider street closures for Bike race (Nathan Lindquist)
- 7:55 p.m. 10. Consider Penwill Easement Deed and Agreement (Jim Neu)
- 8:05 p.m. 11. Consider Building Code Amendments Eliminating B.E.S.T. Test Requirement - Ordinance No. 7, Series of 2014 – 1st reading (Nathan Lindquist)
- 8:15 p.m. 12. Administrative Reports
- 8:25 p.m. 13. 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: April 16, 2014 at 7:00 p.m.





To: Mayor and City Council; Matt Sturgeon, City Manager

From: Kristy Christensen, Deputy City Clerk

Date: Friday, March 28, 2014

Subject: Setting a Hearing to Review an Application for a Modification of Premises

Eagle Springs Organic d/b/a Eagle Springs Meats and Farm Fresh Cafe has filed an application to modify its premises located at 1733 Railroad Avenue, for which there is a current Hotel and Restaurant liquor license.

A hearing date needs to be set to review the application, which was submitted on March 25, 2014.

Staff recommends that Council hold this hearing at its meeting on April 16, 2014.

Please feel free to contact me at 665-6403 if you need additional information

Thank you.

PERMIT APPLICATION AND REPORT OF CHANGES

CURRENT LICENSE NUMBER 22-13
ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN
LOCAL LICENSE FEE \$ 1,213.50
APPLICANT SHOULD OBTAIN A COLORADO LIQUOR & BEER CODE BOOK TO ORDER CALL (303) 370-2165

1. Applicant is a <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership..... <input checked="" type="checkbox"/> Limited Liability Company		PRESENT LICENSE NUMBER 22-13
2. Name of Licensee Eagle Springs Organic	3. Trade Name Eagle Springs Meats and Farm Fresh Cafe	
4. Location Address 1733 Railroad Ave.		
City Rifle	County Garfield	ZIP 81650

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager reg/change	Section C
• License Account No. _____ 1983-750 (999) <input type="checkbox"/> Manager's Registration (Hotel & Restr.)..\$75.00 2012-750 (999) <input type="checkbox"/> Manager's Registration (Tavern).....\$75.00 <input type="checkbox"/> Change of Manager (Other Licenses) NO FEE	2210-100 (999) <input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 2200-100 (999) <input type="checkbox"/> Wholesale Branch House Permit (ea).... 100.00 2260-100 (999) <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) .50.00 2230-100 (999) <input type="checkbox"/> Change Location Permit (ea)..... 150.00 2280-100 (999) <input checked="" type="checkbox"/> Change, Alter or Modify Premises \$150.00 x _____ Total Fee _____
Section B – Duplicate License • Liquor License No. _____ 2270-100 (999) <input type="checkbox"/> Duplicate License\$50.00	2220-100 (999) <input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ 1988-100 (999) <input type="checkbox"/> Addition of Related Facility to Resort Complex \$75.00 x _____ Total Fee _____

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

DATE LICENSE ISSUED	LICENSE ACCOUNT NUMBER	PERIOD
-750 (999)	-100 (999)	TOTAL AMOUNT DUE \$ _____ .00

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

INSTRUCTION SHEET

FOR ALL SECTIONS, COMPLETE QUESTIONS 1-4 LOCATED ON PAGE 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature (Please note: Hotel, Restaurant, and Tavern licensees are required to register their managers).

Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 4 for Oath of Applicant signature.

Section C

Check the appropriate box in section C and proceed below.

- 1) *For a Retail Warehouse Storage Permit*, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 2) *For a Wholesale Branch House Permit*, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 3) *To Change Trade Name or Corporation Name*, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 4) *To modify Premise*, go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 5) *For Optional Premises or Related Facilities* go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 6) *To Change Location*, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.

STORAGE PERMIT	<p>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</p> <p><input type="checkbox"/> Retail Warehouse Permit for:</p> <p style="padding-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="padding-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> Wholesalers Branch House Permit</p> <p>Address of storage premise: _____</p> <p>City _____, County _____, Zip _____</p> <p>Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.</p>				
CHANGE TRADE NAME OR CORPORATE NAME	<p>6. Change of Trade Name or Corporation Name</p> <p><input type="checkbox"/> Change of Trade name / DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="padding-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="padding-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="padding-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">Old Trade Name</td> <td style="width: 50%; padding: 2px;">New Trade Name</td> </tr> <tr> <td style="width: 50%; padding: 2px;">Old Corporate Name</td> <td style="width: 50%; padding: 2px;">New Corporate Name</td> </tr> </table>	Old Trade Name	New Trade Name	Old Corporate Name	New Corporate Name
Old Trade Name	New Trade Name				
Old Corporate Name	New Corporate Name				
CHANGE OF LOCATION	<p>7. Change of Location</p> <p>NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p>Date filed with Local Authority _____ Date of Hearing _____</p> <p>(a) Address of current premises _____</p> <p style="padding-left: 20px;">City _____ County _____ Zip _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p style="padding-left: 20px;">Address _____</p> <p style="padding-left: 20px;">City _____ County _____ Zip _____</p> <p>(c) New mailing address if applicable.</p> <p style="padding-left: 20px;">Address _____</p> <p style="padding-left: 20px;">City _____ County _____ State _____ Zip _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>				

CHANGE OF MANAGER	<p>8. Change of Manager or to Register the Manager of a Tavern or a Hotel and Restaurant liquor license.</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R and Tavern only)</p> <p>Former manager's name _____</p> <p>New manager's name _____</p> <p>(b) Date of Employment _____</p> <p>Has manager ever managed a liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Does manager have a financial interest in any other liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, give name and location of establishment _____</p>
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MODIFY PREMISES OR ADDITION OF OPTIONAL PREMISES OR RELATED FACILITY	<p>9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility</p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed <u>Adding a full bar, additional seating + dance floor.</u></p> <p>(b) If the modification is temporary, when will the proposed change:</p> <p>Start _____ (mo/day/year) End _____ (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?</p> <p>(If yes, explain in detail and describe any exemptions that apply) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws?..... Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p>
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OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature 	Title COO / CFO	Date 3/20/14
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REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY / COUNTY)

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

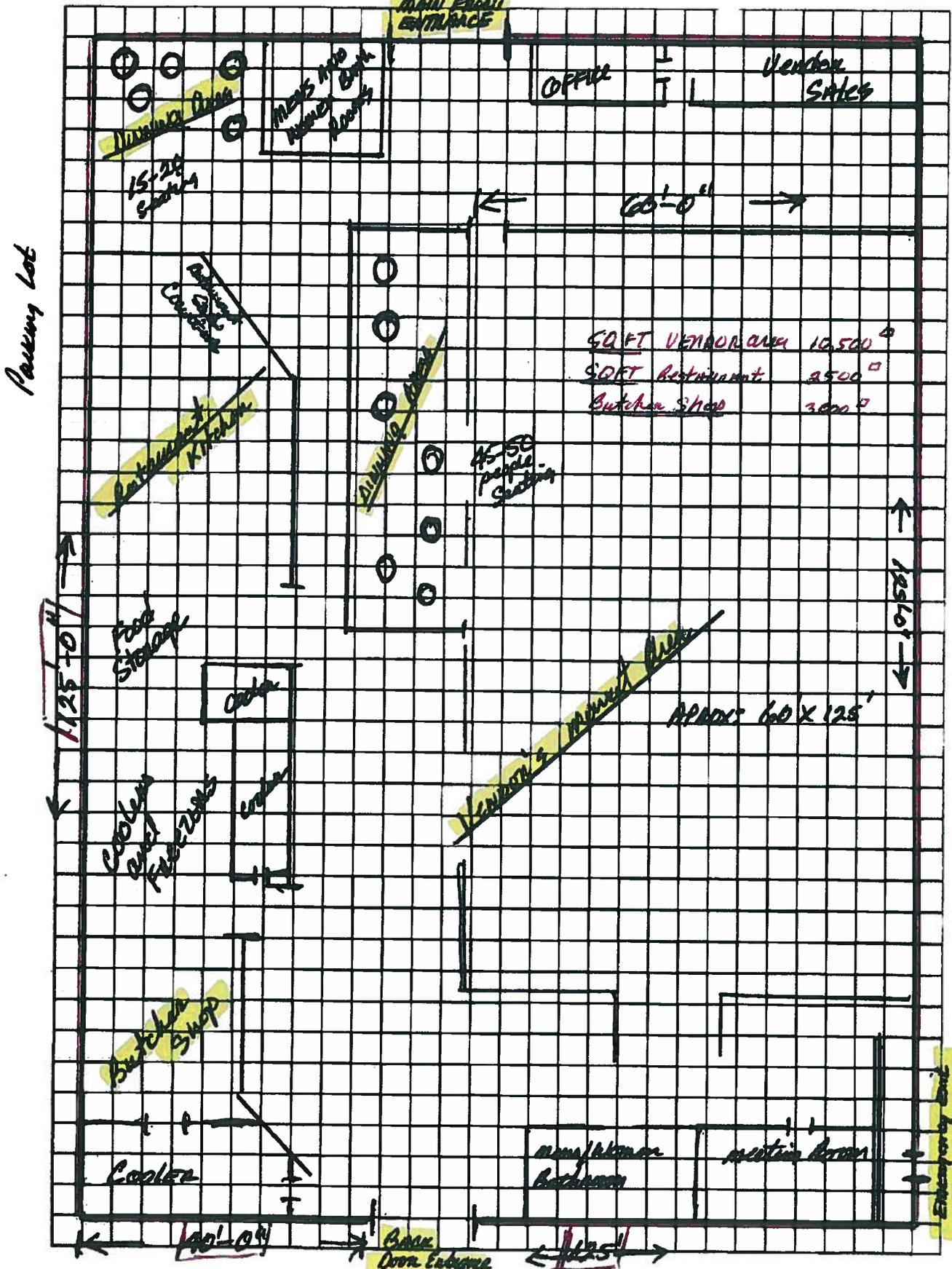
Local Licensing Authority (City or County)	Date filed with Local Authority
Signature	Title
	Date

REPORT OF STATE LICENSING AUTHORITY

The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

Signature	Title	Date
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Parking Lot
 DIAGRAM OF PREMISES
 MAIN FRONT ENTRANCE



SQ FT VENDOR AREA 10,500 \square
 SQ FT Restaurant 2,500 \square
 Butcher Shop 3,000 \square

45-50 people Seating

APPROX 60' X 125'

Parking Lot

"Family Dollar Store" Neighboring Tenant

Track Dumpsters, Loading Dock, Parking Area

UTILITY DEPARTMENT
INTEROFFICE MEMO



H2O Water

TO: City Council

FROM: Dick Deussen, Utilities Director

DATE: March 27, 2014

RE: Extension of Lease (Revised)

After approval by Council at the last meeting, the supplier (Cabot Norit Activated Carbon) changed the terms of the agreement increasing the price by a little under \$300 per month (to \$2100/month) for a one year lease. We are therefore again requesting Council approve, by consent, a new lease agreement at the new terms. This equipment is required to reduce taste and odor and will be needed until a new plant is in operation.

LEASE AGREEMENT NAI-19091 R5

By this agreement, Cabot Norit Activated Carbon, (hereinafter referred to in this lease as "Lessor"), whose address is 3200 University Avenue, Marshall, Texas 75670 leases to **City of Rifle, CO** hereinafter referred to in this lease as "Lessee"), whose address is **202 Railroad Avenue, Rifle, CO 81650** equipment as set forth above.

Description of Leased Property

- 1.01 The property to be leased is a Porta-PAC™ Hydraulic Powdered Activated Carbon Dosing System.

Terms of Lease

- 2.01 This lease is for an initial term of **12 months** commencing **04/15/2014** and ending **04/15/2015**

Terms of Payment

- 3.01 Commencing on the Commencement Date and continuing on the first day of each and every monthly lease period thereafter during the lease term, Lessee shall pay the Lessor at the Lessor's address as set forth above, rent in the amount of **\$2,100/month** and this clause will supersede any other terms stated by Lessee or Lessor. The cost for return of the unit to the Lessor will be **\$3,200** and is in addition to the monthly lease rate.
- 3.02 Payment will be presented in US dollars (US\$) and in funds drawn on a US bank.
- 3.03 Payment will be due and payable net 30 days from invoice date and all costs of collection, including reasonable attorneys' fees if collected by or through an attorney at law, shall be paid by client.
- 3.04 Acceptance of this Agreement by lessor is conditional pending credit approval of Lessee.

Use of Property

- 4.01 The Lessee shall be entitled to the right to the use, operation, possession, and control of the leased property during the lease term, provided Lessee is not in default of any provision of this lease.
- 4.02 All of the leased property that is subject to this lease shall be kept, maintained, and used by the Lessee at its facility. Lessee shall not remove or permit anyone else to remove the leased property from the above land.
- 4.03 Subject to the restrictions set forth in this lease, Lessee shall employ and have absolute control, supervision, and responsibility over any operators or users of the leased property.
- 4.04 Lessee must use the leased property in a careful and proper manner, and agrees not to permit any leased property to be operated or used in violation of any applicable federal, state, or local statute, law, ordinance, rule or regulation relating to the possession, use or maintenance of the property. Lessee agrees that the leased property shall be used in accordance with any applicable vendors' or manufacturer's manuals or instructions, and operated by competent and fully qualified personnel only. Lessee agrees to reimburse Lessor in full for any damage to the leased property arising from any misuse or negligent act by Lessee, its employees, and its agents. Lessee will indemnify and hold Lessor harmless from all liabilities, fines, forfeitures, or penalties for violations of any statute, law, ordinance, rule or regulation of any duly constituted public authority regarding Lessee's use of this leased property.

Maintenance and Repairs to be Performed by Lessee

- 5.01 Lessee shall assume all obligation and liability concerning possession of the lease property and for its use, operation, condition, and storage during the lease term. Lessee shall, at Lessee's expense, maintain the property in good mechanical condition and running order, excepting reasonable wear resulting from the ordinary use of the property. Lessor shall provide all parts, mechanisms, and devices required to keep the leased property in good repair, condition and running order.
- 5.02 Without the prior written consent of Lessor, Lessee shall not make any alterations, additions, or improvements to the property, other than those required to keep the property in good condition and running order as described above.
- 5.03 Any installation, addition, replacement or substitution of parts or accessories with respect to any item under this lease shall constitute an accession, and parts and accessories shall become part of the leased property owned by Lessor and is subject to the terms of this lease.

LEASE AGREEMENT NAI-19091 R5

Lessor's Right of Inspection and Repair

- 6.01** Lessor, at its discretion, shall have the right at reasonable times to enter the premises where the leased property is located or operated, for the purpose of inspecting the equipment in order to make a determination of its condition and the manner of use. If any of the leased property is not being properly maintained or utilized according to the provisions of this lease, Lessor has the right, but not the obligation, to have it repaired or maintained at a service facility at the expense of Lessee.

Ownership

- 7.01** This agreement constitutes a lease of the property described in Exhibit A and not a sale or the creation of a security interest. Lessor shall at all times retain sole ownership and title of the leased property, and Lessee shall not have or at any time acquire any right, title, equity or other interest in the leased property, except the right to possession and use as provided for in this lease. Lessor is authorized to file a financing statement, as permitted by law, to confirm its ownership of the equipment, which is the subject of this lease.
- 7.02** Lessor shall have the right to place and maintain on any piece of the leased property an inscription showing Lessor's ownership. Lessee shall not remove, obscure, deface or obliterate any inscription placed on the leased property by the Lessee or permit any other person to do so.

Limited warranty and disclaimer

- 8.01** Lessor warrants that the equipment furnished to lessee is compatible with activated carbon products designated by Cabot Norit Activated Carbon. For use in such equipment. Lessor makes no other express or implied warranties regarding the leased property, and lessor specifically disclaims all other expressed and/or implied warranties, including, but not limited to, warranties of fitness, merchantability, or suitability for a particular purpose.

Indemnification and Liability

- 9.01** Lessee assumes all risk and liability for the loss of or damage to the leased property, for the death of or injury to any person or property of another, and for all other risks and liabilities arising from the use, operation, possession, or storage of the leased property. Nothing in this lease shall authorize Lessee or any other person to operate any of the leased property so as to impose any liability or other obligation on Lessor.
- 9.02** Lessee agrees to indemnify and hold harmless Lessor, its agents and employees, from all claims, loss, or damage Lessor may sustain for any of the following reasons:
- 9.02.a)** loss of, or damage to, any leased property by any cause, to the extent that such loss or damage is not covered by insurance obtained by Lessor.
- 9.02.b)** injury to, or death of, any person, including but not limited to agents or employees of Lessee.
- 9.02.c)** damage to any property arising from the use, possession, selection, delivery, return, or operation of any leased property.
- 9.02.d)** Lessee shall reimburse Lessor for all expenses, losses, liabilities, fines, penalties, and claims of every type, including reasonable attorney's fees, imposed on or incurred by Lessor by Lessee's use or operation of any leased property, or because of the failure by Lessee to perform any of the terms of this lease.

Accident, Loss of, or Damage to Property

- 10.01** If any property under this lease is damaged, lost, stolen, or destroyed as a result of its operation, use, maintenance, or possession, Lessee shall promptly notify Lessor of the occurrence and shall file all necessary accident reports, including those required by law and those required by interested insurance companies.
- 10.02** Lessee shall promptly deliver to Lessor, all papers, notices, documents served on, or delivered to, Lessee or its employees and agents in connection with any claim, suit or action or proceeding at law or in equity commenced or threatened against Lessor concerning the leased property.
- 10.03** In the event of any loss or damage of any kind to any item of leased property, Lessee at the option of Lessor, shall:
- 10.03.a)** Place such property in good repair, condition and working order; or
- 10.03.b)** Replace such property with like property in good repair, condition and working order.

LEASE AGREEMENT NAI-19091 R5

Circumstances Constituting Default

- 11.01** At its option, Lessor may by written notice to Lessee declare Lessee in default on the occurrence of the following events:
- 11.01.a)** Failure by Lessee to make a rental payment or perform any other of Lessee's obligations as set forth in this lease.
- 11.01.b)** Involuntary transfer of Lessee's interest in this lease by operation of law.

Rights, Remedies, and Obligations on Default

- 12.01** If any default of Lessee as set forth in Paragraph 15 shall continue for ten (10) days after written notice of such default has been provided, Lessor shall have the right to exercise any one or more of the following remedies:
- 12.01.a)** To terminate this lease and the Lessee's rights under this lease as to any or all items of leased property.
- 12.01.b)** To declare the balance of all unpaid rent and all other charges of any kind required of Lessee under this lease to be due and payable immediately, in which event Lessor shall be entitled to the balance due, together with interest at the rate of 18% per annum from the date of notification of default to the date of payment.
- 12.01.c)** To repossess the leased property without legal process. Lessee agrees that upon default, Lessor or Lessor's agent may enter upon any premises where the leased property is located and repossess and remove it. Lessee specifically waives any right of action. Lessee may have arising out of the entry and repossession, and releases Lessor of any claim for trespass or damage caused by reason of the entry, repossession or removal.
- 12.02** Upon default, Lessee shall reimburse Lessor for all reasonable expenses of repossession and enforcement of Lessor's rights and remedies, including reasonable attorney's fees.
- 12.03** The remedies of Lessor set forth in this paragraph are cumulative to the extent permitted by law and may be exercised partially, concurrently, or separately. The exercise of one remedy shall not be deemed to preclude the exercise of any other remedy.
- 12.04** Any failure or delay on the part of Lessor to exercise any remedy or right under this lease shall not operate as a waiver. The failure of Lessor to require performance of any of the terms, covenants, or provisions of this lease by Lessee shall not constitute a waiver of any of the rights under the lease. No forbearance by Lessor to exercise any rights or privileges under this lease shall be construed as a waiver, but all rights and privileges shall continue in effect as if no forbearance had occurred. Acceptance by Lessor of rent or other payments made by Lessee after default shall not be deemed a waiver of Lessor's rights and remedies arising from Lessee's default. No default or condition of this lease may be waived except by the written consent of Lessor. Any such written waiver of any term of this lease shall be effective only in the specific instance and for the specific purpose given.

Sale or Encumbrance

- 13.01** Lessee shall not part with possession or control of, sell, or attempt to sell or mortgage any of the leased property or otherwise dispose of any interest under this lease.
- 13.02** Lessee shall not pledge, encumber, create a security interest, or permit any lien to become effective upon any of the leased property. On the occurrence of any of these events, Lessee shall be deemed to be in default, at the option of Lessor.

Return of Property on Expiration

- 14.01** On the expiration or earlier termination of this lease, Lessee must return the leased property to Lessor in good repair, condition and working order, less normal wear, tear, and depreciation. Upon termination of the lease, Lessee shall, at its sole cost and expense, disassemble, satisfactorily clean, pack, insure and transport the leased property to a location designated by Lessor, unless purchased.

LEASE AGREEMENT NAI-19091 R5

Extension/Renewal of Lease

- 15.01 Upon the completion of the above stated lease period, the Lessee may extend the lease term by providing written notice to Lessor. Lessor reserves the right to accept or deny the lease extension, and will confirm decision to the Lessee in writing. Lessee shall notify the Lessor in writing that the leased property has been disassembled, cleaned and prepared for return. Failure by Lessee to notify Lessor shall result in Lessee being responsible for additional payments at the lease rate.

Notices

- 16.01 All notices required to be given under this lease must be given by certified or registered mail, postage prepaid, to the party to be notified and shall be deemed given when mailed to the address last provided in writing by the addressee.

Amendment and Modification

- 17.01 Additional property may from time to time be added as the subject matter of this lease, as agreed upon by the parties. Any additional property shall be added to the attached schedule in an amendment describing the property and the additional rental to be paid for such additional property. All amendments to the attached schedule must be in writing and signed by both parties. Other than by amendment to the attached schedule, this lease shall not be amended, modified, or altered in any manner except in writing by both parties.

Entire Agreement

- 18.01 This lease and the attached schedule, which is incorporated by reference and made an integral part of this lease, constitutes the entire agreement between the parties. No agreements, representations, or warranties other than those specifically set forth in this lease or in the attached schedule shall be binding on any of the parties unless set forth in writing and signed by both parties.

Governing Law

- 19.01 This lease has been executed and delivered in the State of Texas, and shall be interpreted under, and construed in accordance with, the laws of Texas. It is agreed that Texas law shall control the validity of, and the obligations created by, this lease.

Effect of Partial Validity

- 20.01 If one or more of the provisions of this lease, or the application of any provision to any party or circumstance, is held invalid, unenforceable or illegal in any respect, the remainder of this lease and the application of the provision to the other parties or circumstances shall remain valid and in full force and effect.

Miscellaneous

- 21.01 Should Lessor agree to provide servicing of the leased property during the term of this lease, Lessor shall be responsible for reasonable diligence and care in providing the servicing of such leased property, but Lessor shall not be responsible for its failure to act, if caused, in whole or in part, from an act of God or other circumstance beyond the control of the Lessor.
- 21.02 Lessor shall provide general drawings and specifications of the leased property upon request from Lessee.
- 21.03 Lessee shall return the system completely clean of any residual or excess carbon. If excess carbon remains in the system hopper upon return, a cleaning fee of **\$350.00** will be billed to the lessee in addition to any other lease or delivery charges stated herein

LEASE AGREEMENT NAI-19091 R5

Executed this _____ day of _____

LESSEE

By: _____

Name: _____

Title: _____

LESSOR

**Cabot Norit Activated Carbon
3200 University Avenue
Marshall, TX 75670**

By: _____

Name: _____

Title: _____



MEMORANDUM

To: Matt Sturgeon, City Manager
From: Charles Kelty, Finance Director
Date: March 21, 2014
Subject: January 2014 Financial Reports

Attached are the Financial Reports for the month ending January 31, 2014. Below are a few comments:

Page 1 **General Fund Revenues** – Total revenues are \$401,402, which compared to the prior year's \$377,077 is \$24,325 and 6% higher.

General Fund Expenditures – Total expenditures are \$574,107, which compared to the prior year's \$696,435 is \$122,328 and 18% lower.

Page 2 **Visitor Improvement Fund** – Total revenues are \$6,756, which compared to the prior year's \$7,133 is \$377 and 5% less. Total expenditures are \$10,915, which compared to the prior year's negative \$283 is \$11,199 higher. The negative \$283 expenditure from January 2013 is due to a vendor credit received on advertising.

Page 3 **Parks & Recreation Fund Revenues** – Total revenues are \$154,827, which compared to the prior year's \$168,181 is \$13,354 and 8% lower.

Parks & Recreation Fund Expenditures – Expenditures are \$98,378, which compared to the prior year's \$134,000 is \$35,622 and 27% less.

Page 4 **Water Fund Revenues** – Overall, revenues are \$281,765, which compared to the prior year's \$252,893 is \$28,872 and 11% higher.

Water Fund Expenses – Overall, total expenses are \$841,690, which compared to the prior years \$467,335 is \$374,355 higher. The primary reason for the increase in costs is due to the Water Treatment Plant debt payments made in January 2014 as well as water plant design costs incurred during the month.

Page 5 **Wastewater Fund Revenue** – Total revenues are \$216,613, which compared to the prior year's \$206,436 is \$10,177 and 5% higher. Operating and Maintenance revenues were 5% higher than the previous year. Capital revenues are 8% less than last year.

Wastewater Expenses – Total expenses were \$549,411, which compared to the prior year's \$577,087 is \$27,676 and 5% lower.

Page 6 **Sanitation Fund Revenues** – Total revenues are \$42,333, which compared to the prior year's \$37,818 is \$4,515 and 12% higher.

Sanitation Fund Expenses – Total expenses are \$38,358, which compared to the prior year's \$38,324 is \$34 and 0.08% higher.

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 1 MONTHS ENDING JANUARY 31, 2014

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
GENERAL REVENUES	6,702,819.00	401,402.49	401,402.49	6,301,416.51	377,076.65
	6,702,819.00	401,402.49	401,402.49	6,301,416.51	377,076.65
<u>EXPENDITURES</u>					
MAYOR/COUNCIL	64,977.00	3,674.18	3,674.18	61,302.82	5,230.67
CITY CLERK	166,646.00	8,255.28	8,255.28	158,390.72	10,847.01
MUNICIPAL COURT	178,536.00	14,294.19	14,294.19	164,241.81	14,376.06
CITY MANAGER	198,314.00	11,356.21	11,356.21	186,957.79	12,328.52
GOVERNMENT AFFAIRS	137,665.00	14,853.60	14,853.60	122,811.40	6,906.41
FINANCE	484,803.00	30,396.62	30,396.62	454,406.38	48,534.44
ATTORNEY	219,000.00	8,896.00	8,896.00	210,104.00	18,254.40
PLANNING/ZONING	276,748.00	18,923.28	18,923.28	257,824.72	43,035.45
CITY HALL	173,137.00	12,256.67	12,256.67	160,880.33	20,338.68
GROUNDS AND FACILITY MAINT.	75,656.00	1,734.54	1,734.54	73,921.46	8,463.13
COMMUNITY ACCESS TV	146,324.00	11,398.56	11,398.56	134,925.44	13,243.95
POLICE	2,443,106.00	140,863.48	140,863.48	2,302,242.52	162,269.81
JUSTICE CENTER BLDG. OPERATION	95,600.00	3,222.42	3,222.42	92,377.58	7,858.46
BUILDING INSPECTIONS	151,321.00	8,324.86	8,324.86	142,996.14	12,498.17
STREETS	1,405,942.00	79,840.54	79,840.54	1,326,101.46	72,910.28
CONSTRUCTION CREW - INHOUSE	.00	.00	.00	.00	10,016.97
PW - ENGINEERING	284,721.00	11,990.67	11,990.67	272,730.33	19,092.34
ANIMAL SHELTER	81,536.00	19,884.00	19,884.00	61,652.00	20,930.75
CEMETERY O & H	67,005.00	3,948.62	3,948.62	63,056.38	4,189.86
SENIOR CENTER	467,195.00	21,248.73	21,248.73	445,946.27	25,486.23
UTE THEATRE OPERATIONS	124,766.00	2,664.94	2,664.94	122,101.06	.00
NON DEPARTMENTAL	557,312.00	149,079.87	149,079.87	408,232.13	159,623.52
OPERATING TRANSFERS OUT	255,000.00	.00	.00	255,000.00	.00
	8,055,310.00	577,107.26	577,107.26	7,478,202.74	696,435.11
	(1,352,491.00)	(175,704.77)	(175,704.77)	(1,176,786.23)	(319,358.46)

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 1 MONTHS ENDING JANUARY 31, 2014

VISITOR IMPROVEMENT FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
VISITOR IMPROVEMENT	118,300.00	6,756.28	6,756.28	111,543.72	7,132.72
	118,300.00	6,756.28	6,756.28	111,543.72	7,132.72
<u>EXPENDITURES</u>					
VISITOR IMPROVEMENT	118,300.00	10,915.00	10,915.00	107,385.00	(283.77)
	118,300.00	10,915.00	10,915.00	107,385.00	(283.77)
	.00	(4,158.72)	(4,158.72)	4,158.72	7,416.49

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 1 MONTHS ENDING JANUARY 31, 2014

PARKS & RECREATION

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
PARKS AND REC REVENUE	2,627,319.00	154,826.96	154,826.96	2,472,492.04	168,181.18
	2,627,319.00	154,826.96	154,826.96	2,472,492.04	168,181.18
<u>EXPENDITURES</u>					
RECREATION	413,594.00	18,048.56	18,048.56	395,545.44	34,255.80
POOL	190,905.00	232.62	232.62	190,672.38	262.66
RIFLE FITNESS CENTER	.00	.00	.00	.00	14,279.87
COMMUNITY EVENTS	42,025.00	595.06	595.06	41,429.94	4,173.91
PARK MAINTENANCE	1,074,152.00	49,303.97	49,303.97	1,024,848.03	43,531.53
PARKS CAPITAL	1,580,750.00	522.11	522.11	1,580,227.89	.00
NON-DEPARTMENTAL	113,468.00	24,099.54	24,099.54	89,368.46	31,920.29
OPERATING TRANSFER OUT	99,417.00	5,576.42	5,576.42	93,840.58	5,576.42
	3,514,311.00	98,378.28	98,378.28	3,415,932.72	134,000.48
	(886,992.00)	56,448.68	56,448.68	(943,440.68)	34,180.70

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 1 MONTHS ENDING JANUARY 31, 2014

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WATER REVENUE	3,043,259.00	167,263.45	167,263.45	2,875,995.55	149,155.85
WATER RIGHTS REVENUE	17,250.00	(276.03)	(276.03)	17,526.03	222.40
CAPITAL REVENUE	1,378,500.00	3,030.85	3,030.85	1,375,469.15	1,327.18
WTP SALES & USE TAX REVENUES	1,404,596.00	111,746.58	111,746.58	1,292,849.42	102,187.69
	<u>5,843,605.00</u>	<u>281,764.85</u>	<u>281,764.85</u>	<u>5,561,840.15</u>	<u>252,893.12</u>
<u>EXPENDITURES</u>					
WATER O&H	2,134,324.00	279,082.53	279,082.53	1,855,241.47	458,489.50
WATER RIGHTS	122,000.00	55,391.32	55,391.32	66,608.68	2,188.09
WATER SYSTEM IMPROVEMENTS	17,812,755.00	52,543.29	52,543.29	17,760,211.71	6,657.39
WATER TREATMENT PLANT DEBT	1,411,842.00	454,673.22	454,673.22	957,168.78	.00
	<u>21,480,921.00</u>	<u>841,690.36</u>	<u>841,690.36</u>	<u>20,639,230.64</u>	<u>467,334.98</u>
	<u>(15,637,316.00)</u>	<u>(559,925.51)</u>	<u>(559,925.51)</u>	<u>(15,077,390.49)</u>	<u>(214,441.86)</u>

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 1 MONTHS ENDING JANUARY 31, 2014

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WASTE WATER REVENUE	2,613,699.00	216,043.75	216,043.75	2,397,655.25	205,818.24
WASTE WATER REVENUE	20,000.00	569.74	569.74	19,430.26	617.26
	<u>2,633,699.00</u>	<u>216,613.49</u>	<u>216,613.49</u>	<u>2,417,085.51</u>	<u>206,435.50</u>
<u>EXPENDITURES</u>					
SEWER O&H	2,889,586.00	548,910.63	548,910.63	2,340,675.37	577,087.36
SEWER SYSTEM IMPROVEMENTS	130,000.00	500.00	500.00	129,500.00	.00
	<u>3,019,586.00</u>	<u>549,410.63</u>	<u>549,410.63</u>	<u>2,470,175.37</u>	<u>577,087.36</u>
	<u>(385,887.00)</u>	<u>(332,797.14)</u>	<u>(332,797.14)</u>	<u>(53,089.86)</u>	<u>(370,651.86)</u>

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 1 MONTHS ENDING JANUARY 31, 2014

SANITATION FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
SANITATION FUND	503,850.00	42,332.67	42,332.67	461,517.33	37,817.73
	503,850.00	42,332.67	42,332.67	461,517.33	37,817.73
<u>EXPENDITURES</u>					
SANITATION	480,127.00	38,358.09	38,358.09	441,768.91	38,324.13
	480,127.00	38,358.09	38,358.09	441,768.91	38,324.13
	23,723.00	3,974.58	3,974.58	19,748.42	(506.40)

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
1004						
Verizon Wireless						
	9721960361	CELL PHONES-CITY EMPLOYE	03/18/2014	5,189.10	.00	
Total 1004:				5,189.10	.00	
1083						
Youth Zone						
	022814	ASSESSMENT & RECOMMENDA	02/28/2014	250.00	.00	
Total 1083:				250.00	.00	
2846						
Colo Mtn News Media						
	10044316A 03	AD	03/27/2014	12.65	.00	
	10044371A 03	AD	03/27/2014	11.64	.00	
	10044383A 03	AD	03/27/2014	13.16	.00	
Total 2846:				37.45	.00	
2960						
Walmart Community						
	026420	supplies	03/26/2014	29.94	.00	
Total 2960:				29.94	.00	
3015						
Kroger/King Sooper Cust Charge						
	067767	PLANNING/ZONING DINNER	03/25/2014	58.48	.00	
	113101	LUNCH	03/26/2014	37.68	.00	
Total 3015:				96.16	.00	
4141						
True Brew Coffee Service						
	155450	COFFEE SUPPLIES/CITY HALL	01/02/2014	88.68	.00	
Total 4141:				88.68	.00	
4207						
Radio Shack						
	101636581	HDMI CABLE	02/13/2014	19.99	.00	
Total 4207:				19.99	.00	
4345						
Helen Artist-Rogers/HR Design						
	032814	DDA MANAGEMENT	03/28/2014	2,500.00	.00	
Total 4345:				2,500.00	.00	
5243						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Miller, Jay	032014	REIMBURSEMENT MILeage	03/20/2014	272.72	.00	
Total 5243:				272.72	.00	
6295						
Labyrinth Healthcare Group	20566	MONTHLY SERVICES	03/20/2014	258.00	.00	
Total 6295:				258.00	.00	
6330						
COUNTY HEALTH POOL	032714	IT	03/27/2014	107,031.44	.00	
	032814	COBRA	03/28/2014	786.42	.00	
Total 6330:				107,817.86	.00	
6383						
CENTURY LINK	1294600334	LONG DISTANCE	03/11/2014	5.97	.00	
Total 6383:				5.97	.00	
6779						
COMMERCIAL TIRE SERVICE, INC	33677	SERVICE CALL REPAIR	01/24/2014	225.00	.00	
Total 6779:				225.00	.00	
6828						
PREVENTIVE HEALTH NOW, LLC	1246	HEALTH SCREENINGS	03/24/2014	4,060.00	.00	
Total 6828:				4,060.00	.00	
6863						
CONSERVANCY OIL CO	0064836	SERVICE PRO SYN BLD	01/28/2014	34.56	.00	
Total 6863:				34.56	.00	
6927						
COL DEPT OF TRANSPORTATION	032814	CDOT LEASE AGREEMENT FEE	03/28/2014	1,250.00	.00	
Total 6927:				1,250.00	.00	
6991						
THE NOONE LAW FIRM	12040	RIFLE UTILITY EASEMENT NEG	02/24/2014	1,400.00	.00	
Total 6991:				1,400.00	.00	
6992						
PENWILL, CHARLIE	12040	EASEMENT AGREEMENT	02/24/2014	10,000.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6992:				10,000.00	.00	
Grand Totals:				133,535.43	.00	

Dated: _____

City Finance Director: _____

Report Criteria:

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

James S. Neu
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Of Counsel
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Greg S. Russi
Hollie L. Wieland

www.mountainlawfirm.com

March 27, 2014

Mayor Randy Winkler
Rifle City Council
P. O. Box 1908
Rifle, Colorado 81650

Re: April 2, 2014 City Council Meeting

Dear Mayor Winkler and Members of the Rifle City Council:

The purpose of this letter is to briefly outline items we worked on for the April 2, 2014 Rifle City Council Meeting.

1. Penwill Easement Deed and Agreement. We have been negotiating with the owner of property north of the new Rifle Water Purification Facility to expand the scope of an existing 30 foot easement containing a 24 inch water main. The Existing Easement is expressly limited to the water main and the City cannot install additional utilities without the property owner granting an easement for those additional utilities. The new water plant requires a natural gas line and a sewer line, both of which need to be installed in the Existing Easement. To obtain an easement for these additional utilities, we have negotiated the enclosed Easement Agreement with the property owner, Charlie Penwill. Mr. Penwill would like to annex his property and develop it in the City some day so we needed to restrict the placement of the additional utilities in the Existing Easement to interfere as little as possible with the property's potential future development. Most of the terms and conditions contained in the Easement Agreement ensure the additional utilities are placed in the correct location and that the property is put back in its original condition following construction. The City will compensate Mr. Penwill for the Easement in the amount of \$10,000 which is not stated in the Easement Agreement since it will be a recorded document, but is included in your account payables.

We recommend approval of the Easement Deed and Agreement between the City and The Charles R. Penwill Revocable Trust.

2. Ordinance No. 6, Series of 1014 (Seasonal Temporary Uses). City Council directed staff to initiate a text amendment to Chapter 16 of the Rifle Municipal Code to allow seasonal temporary uses as an exception to the City's temporary uses permit process contained in Section 16-3-90. The City's Planning Commission considered the text amendment contained in Ordinance No. 6, Series of 2014 at a public hearing at its March 25, 2014 meeting and recommended that the City Council adopt these amendments to the Code. The Planning Department's staff report provides additional details regarding this amendment and the City's Land Use Code requires a public hearing for Council's consideration of the Ordinance.

KARP NEU HANLON, P.C.

Page 2

We recommend approval of Ordinance No. 6, Series of 2014 on first reading following a public hearing.

Ordinance No. 7, Series of 2014 (Building Code Amendments Eliminating B.E.S.T. Test Requirement). At a recent workshop staff discussed with the City Council an amendment to Chapter 18 of the Rifle Municipal Code to eliminate the requirement that individuals who want to obtain a contractor's license take and pass the Board of Examiners of Standardized Testing examination, the so-called B.E.S.T. Test, as a prerequisite to the City issuing a contractor's license. Ordinance No. 7, Series of 2014 amends the Code to effect the elimination of this requirement because it is more burdensome to potential licensees than it is beneficial to the City.

We recommend approval of Ordinance No. 7, Series of 2014 on first 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 Office of the Municipal Clerk, a time-honored and vital part of local government, exists throughout the world; and

WHEREAS, the Office of the Municipal Clerk is the oldest among public servants; and

WHEREAS, the Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, the Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, province, county and international professional organizations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

Now, Therefore, the City Council of Rifle, Colorado, does recognize the week of May 4 through May 10, 2014, as Municipal Clerks Week, and further extends appreciation to our Municipal Clerk, to our Deputy Municipal Clerk, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Approved by the City Council at a regular meeting this 2nd day of April, 2014.

CITY OF RIFLE

Attest:

By:

City Clerk

Mayor



City of Rifle Proclamation

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

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

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

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

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

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, hereby proclaims April 26, 2014 as Arbor Day in the City of Rifle, and urges all citizens to support efforts to protect our trees and to support our City's urban forestry program, and further urges all citizens to plant trees to gladden the hearts and promote the well being of present and future generations.

Approved by the City Council at a regular meeting this 2th day of April, 2014.

CITY OF RIFLE

Attest:

By:

City Clerk

Mayor

About LiveWell Colorado™

LiveWell Colorado, a nonprofit organization, is the collaborative leader of efforts to prevent and reduce obesity throughout the state. The organization focuses on policy and environmental efforts to create healthy places, and also educates and inspires people to make healthy choices. This is accomplished by providing leadership and collaboration across many different sectors including business, government, schools, health care organizations, and local communities. LiveWell Colorado is a national model for creating long-term solutions to the complex issue of obesity.

Obesity in Colorado

While Colorado is often touted as America's "leanest" state, we are not immune to the growing crisis of obesity. Today, obesity affects not just our waistlines, but also our bottom lines. Colorado spends \$1.6 billion annually treating diseases and conditions related to obesity. The issue is impacting the potential lifespan of our children. It's weighing on our personal lives. LiveWell Colorado inspires and creates a culture where everyone can make healthy choices where they live, work, play and learn. When more people make healthier choices,

Strategic Plan

Tasked with collaboratively leading the state's obesity prevention efforts, LiveWell Colorado is executing a bold and comprehensive strategic plan to drive systemic and sustainable change. Priority goals are focused in the following areas:

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

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

LiveWell Colorado Communities

LiveWell Colorado's community investment strategy partners with multi-sector coalitions, comprised of resident leaders, local governments, community-based organizations, schools, businesses, and health care providers to integrate healthy choices into the fabric of Colorado's local communities. This includes supporting healthy policies in schools, supporting biking and walking infrastructure, and building community gardens. In 2012, LiveWell Colorado awarded \$2.5 million in funding to 24 communities across the state in addition to providing significant technical assistance and other resources. The community investment strategy has directly benefited more than 1.2 million Coloradans.



LiveWell
Garfield County

Mission

The LiveWell Coalition will bring together community resources to promote affordable access to and education about healthy eating and active living to reduce the burden of obesity-created chronic disease, for all who live, work, learn and play in Garfield County.

The Coalition

In February 2012, Garfield County Public Health formed a coalition to guide the initiative and assist with the creation of a Strategic Plan. The LiveWell Garfield County coalition now has over 45 volunteer members including representatives from:

- County residents
- Garfield County's three school districts
- All six municipalities within Garfield County
- Medical/mental health providers
- Active transportation and public transportation
- Food Policy Council and local food growers
- Family & youth initiatives
- Garfield County Public Health
- Business owners
- Community organizers
- Recreation Departments
- Non-profits
- Media
- Public officials

Successes

LiveWell Garfield County coalition accomplishments include:

- Formed partnerships throughout Garfield County with agencies that have a strong interest in healthy eating and active living
- Completed a Photo Voice Project, in which 12 resident photographers highlighted barriers to HEAL in the following categories:
 - Safe streets, sidewalks and transportation
 - Affordable healthy food
 - Increased fitness and physical activity
 - Safe recreation places
 - Clean, safe and attractive environments
- Completed a community assessment survey to learn the drivers and barriers around healthy eating and active living for Garfield County residents.
 - Key drivers are access to low or no cost recreational activities.
 - Key barriers are lack of time and lack of motivation.
- Developed a diversified and motivated Steering Committee with representation from agencies and organizations from across the county.
- Wrote the Community Strategic Plan with strategies that address healthy food consumption and physical activity in schools and the community-

County Health Statistics

- 65% of adults (aged 18+ years) are overweight or obese (Body Mass Index (BMI) \geq 25) 2008-2010 (CDPHE, 2013).
- 20% of children (aged 2-14 years) are overweight or obese (BMI \geq 85th percentile) 2008-2010 (CDPHE, 2013).
- The 2003-2005 screening of over 4,000 low income residents by Mountain Health Center, the Federally Qualified Health Center in Glenwood Springs, identified 33% of those screened as obese and 41% as overweight.
- 36% of adults (aged 18+ years) have had their cholesterol screened and a health care provider told them they had high blood cholesterol 2007, 2009 (CDPHE, 2013).

Dana Wood, Community Coordinator

195 West 14th Street

Rifle, CO 81601

970-625-5200 ext. 8121

livewell@garfield-county.com

dwood@garfield-county.com

www.livewellcolorado.org



Garfield County Goals

The LiveWell Garfield County coalition will work to increase healthy eating and active living in 2014 with the following conditions:

- Assuring Garfield County residents have access to affordable fresh food from a variety of sources.
- Residents understand the benefits of eating fruits and vegetables and have the knowledge to prepare healthy and affordable food.
- Schools will serve healthy, minimally processed, reimbursable meals at lunch.
- Students will value fruits and vegetables as part of a healthy diet resulting from education, increased awareness and food experiences.
- Garfield County residents will have sufficient facilities for safe, year round indoor and outdoor recreation.
- Residents will value recreational physical activity
- Pedestrian and bicycle facilities are in place and safe, so that residents can safely ride or walk in Garfield County.
- Residents will value walking and biking
- Physical activity opportunities will exist in all Garfield County schools.
- Garfield County students know and value the importance of physical activity.



BUILDING MOMENTUM: ONE COMMUNITY AT A TIME



Livewell
COLORADO





Dear Colorado Cities and Towns,

Beginning May 1, LiveWell Colorado will kick off its 2nd Annual **Colorado Get Movin' Challenge**, which encourages Coloradans to get 30 minutes of physical activity for 30 days in a row. This year, Colorado's cities and towns have an opportunity to get in on the competition: when people sign up for the Challenge, they will select their hometown and participate not only individually, but also as part of the collective hometown team to determine which has the most active residents.

LiveWell Colorado and the Colorado Municipal League would like to encourage each city and town in Colorado to officially sign on to the Challenge **by Wednesday, April 2, 2014**, by contacting **Cate Sweeney** at catesweeney@livewellcolorado.org or **720-353-4120, ext. 215**.

Municipalities that sign up will receive a toolkit with materials to encourage residents to join the local "team" – including promotional posters and cards, digital banner ads, sample social media content and more. Officially registered cities and towns will be recognized and featured on the Get Movin' Challenge's website throughout the program.

LiveWell Colorado is a nonprofit organization committed to preventing and reducing obesity in Colorado by promoting healthy eating and active living. The organization created the Get Movin' Challenge in 2013 as part of its initiative to make Colorado the most active state in the nation. In 2013, more than 8,100 Coloradans participated to collectively burn approximately 37 million calories and log more than 92,000 hours of physical activity. This year LiveWell Colorado expects to rally 10,000 people statewide to participate!

Cities' and towns' overall activity will be calculated based on the percentage of the population taking part in the challenge – so towns with smaller populations are competing on a level playing field with Colorado's larger cities. At the end of the Challenge, the city or town with the highest percentage of participation will receive bragging rights and be recognized as the most active municipality in Colorado, plus some great treats for residents.

To formally enroll your city or town in the Get Movin' Challenge, please contact Cate Sweeney at catesweeney@livewellcolorado.org or 720-353-4120, ext. 215 by Wednesday, April 2, 2014. More information on the Challenge, including the city and town competition, can be found at GetMovinChallenge.org.

We hope you join this effort to help move Colorado toward the healthiest state in the nation!

Sincerely,

Sam Mamet
Executive Director
Colorado Municipal League

Julie George
Director, HEAL Cities & Towns Campaign
LiveWell Colorado

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650
Phone: 970-665-6490 Fax: 970-625-6268



MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: NATHAN LINDQUIST, PLANNING DIRECTOR
DATE: March 27, 2014
SUBJECT: Text Amendment 2014-1; Temporary Uses Code Revisions

REQUEST

City Council requested that Planning Commission and Staff consider revisions to the regulations regarding Temporary Uses, what are often called mobile vendors. These are food vendors that set up a trailer or a truck on a parking lot and sell food to the public.

City Council directed Staff to work on the Temporary Use regulations after a request from a citizen, Mike Davis, who would like to set up a snowcone vending operation in the summer. See the attached photo of Mr. Davis' snowcone trailer. Under current regulations, the snowcone vending operation could not get a permit at the desired location in North Rifle near City Market. This is because the Code requires that only two (2) temporary use permits may be given out in North Rifle, and both of those permits have been taken by other applicants. Temporary Use Permits are given on a first-come, first-serve basis. Council requested that staff develop a code revision that would allow a seasonal operation such as a snowcone vendor to be able to operate in spite of the current limits.

BACKGROUND

In 2009 the Planning Commission and City Council approved the current Temporary Use regulations. The number of temporary uses to be allowed was decided as: three (3) temporary use permits in South Rifle, two (2) in North Rifle, and (1) in West Rifle. These numbers were arrived at after much discussion on the effects of temporary vendors on restaurants. The concern was that restaurants are at a disadvantage to mobile vendors because they have invested in a permanent building. Still, there was a desire to have some Mobile Vending options in town, and thus the limits in each part of town were developed as a compromise. However, in the current code no distinction is made between vendors that provide full meals and vendors that provide a seasonal item such as snowcones, lemonade, ice cream, etc.

STAFF RECOMMENDATION

Given the amount of thought that went into creating the temporary use regulations in 2009, Staff does not recommend re-opening a discussion on the overall number of vendors allowed. A simple solution could be to create a different category for the vending of "seasonal items" such as snowcones, lemonade, or ice cream, not to exceed five months in a calendar year. "Seasonal vending" would be permitted separately from vendors that serve entrée items such as burritos, hot dogs, or other "meal" items. Staff would recommend the following regulations on seasonal vending:

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- Code requirements for temporary uses such as being located in a paved parking lot, having the appropriate health licenses, and locating in a commercially zoned area would also apply to seasonal mobile vendors.
- Time limits on the amount of time the seasonal vending operation can be on-site (5 months recommended). The trailer would need to be removed from the site for the remainder of the year.
- Size limits on seasonal vending trailers (15' X 10' maximum).
- Permit costs shall be \$25, and permits shall be good for one year.

Additionally, staff received a request from a citizen that the temporary use code be amended to allow mobile vendors with a downtown permit to have an a-frame sign (sidewalk sign) of the same type that downtown restaurants and retailers have. Staff has no objection to this request.

On the next page, see the red-lined edits of the Code for the actual changes that would be made if City Council approves Staff's recommendations. Planning Commission approved this at their March 25th meeting.

FINDINGS

Pursuant to Section 16-5-360, the City Council shall consider the following criteria before approving a Text Amendment (***staff comments shown in bold italics***):

1. Conformance of the proposal with the City of Rifle Municipal Code;
The proposal conforms with the process for amending the Rifle Municipal Code.
2. The compatibility of the proposal with the character of the surrounding area, including but not limited to the architectural character of the neighborhood, the average lot and building sizes in the neighborhood, and the relative value of the proposed structure to the value of other structures in the neighborhood;
Seasonal vending would be limited to commercial areas and limited in size to avoid undue visual impacts.
3. The desirability for the proposed use in the specific area of the City;
This type of use is already approved for commercial areas.
4. The potential for adverse environmental effects that might result from the proposed use;
None.
5. Compatibility of the proposed use and the site (or subdivision) plan with the City of Rifle Comprehensive Plan;
The Comprehensive Plan does not specifically address this issue, but it can be construed to assist the economic development goals of the Comprehensive Plan.
6. The potential impact of the proposed use upon the value of property and buildings within the surrounding area; and
Adherence to the guidelines proposed should not affect property values.
7. Conformance of the proposal with the approval requirements concerning water and sewer

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tap availability for high volume use requests pursuant to 13-4-120 of the Code, if applicable.
Not applicable.

RECOMMENDATION

Staff recommends that City Council approve Text Amendment 2014-1.

CODE REVISIONS (changes are in red underline or ~~strikethrough~~)

Sec. 16-3-90. Temporary uses.

(a) Definition. *Temporary use* shall, for purposes of this Chapter, mean any outdoor retail and/or wholesale sales use on a short-term basis in one (1) location, including but not limited to: produce stands; prepared food stands; vehicles with kitchen facilities; and excluding temporary promotions or sidewalk sales by permanent businesses on their own property or in the public right-of-way pursuant to a valid encroachment permit. *Temporary sales structure* shall mean a structure for the purpose of storing or displaying goods for sale for a nonpermanent term outside of a preexisting building or structure, including but not limited to produce stands, tents, tables, racks, canopies, carts and trailers and other vehicles.

(b) Permit required. It shall be unlawful for any person to conduct or establish any temporary sales use or structure within the City until a temporary use permit has been approved by the Planning Director, exempting specific circumstances as described herein. Temporary uses may only be permitted in designated zone districts as described herein upon approval of the Planning Director as provided in these regulations. Temporary use permits shall be valid for one (1) year from the date of issuance and shall be maintained on the approved location.

(c) Nonfood sales prohibited. All temporary uses selling nonfood items are prohibited in all zone districts except as part of an approved master plan or as excepted below.

(d) Exceptions. The following temporary uses shall be exempt from obtaining a temporary use permit pursuant to this Chapter.

(1) Temporary uses associated with not-for-profit organizations, groups or community events (i.e., Christmas tree sales, Boy Scout sales, etc.), provided that such uses operate for no more than two (2) months out of the calendar year and meet the location requirements described herein.

(2) Special community events or festivals, such as a farmers' market, which shall be reviewed under the City's special events permit process. Temporary sales uses associated with a community event shall be subject to all licensing requirements, including sales tax.

(3) Temporary uses to be conducted on public property (sidewalks, etc.), which shall be subject to the City's encroachment permit regulations at Chapter 11, Article II.

(e) Temporary produce sales. Temporary produce sales are permitted in the Community Service (CS) and Tourist Commercial (TC) zone districts, as long as such sales operate for no more than sixty (60) days out of the calendar year. There shall be no limit on the number of produce sales in permitted areas. Temporary produce sales must still obtain a permit under this Chapter and obtain a sales tax license.

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(f) Seasonal food sales. Seasonal food items such as snowcones, lemonade, ice cream, and other non-entrée items are permitted in the Community Service (CS) and Tourist Commercial (TC) zone districts. Seasonal food sales are permitted on a seasonal basis not to exceed five (5) months out of the calendar year. There shall be no limit on the number of seasonal food sales in permitted areas. Seasonal food sales shall be limited to a trailer or other structure no greater than 15' X 10'. Seasonal food sales shall meet all performance standards and permitting requirements for temporary uses contained in this section.

~~(f)~~ (g) Prepared food temporary uses.

(1) A limited number of prepared food temporary uses shall be permitted in the Community Service (CS), Tourist Commercial (TC) and Central Business District (CBD) zone districts. For purposes of prepared food temporary use permits, the City is divided into the following four (4) geographic districts, with the applicable permit criteria:

a. South Rifle District. The South Rifle District includes all land zoned for temporary uses within the City south of the Colorado River. Three (3) prepared food vendors shall be permitted at any one (1) time.

b. North Rifle District. The North Rifle District includes all land zoned for temporary uses within the City that is north of the Central Business District. Two (2) prepared food vendors shall be permitted at any one (1) time.

c. West Rifle District. The West Rifle District includes all land zoned for temporary uses within the City that is west of the Central Business District, north of the Colorado River and south of 3rd Street. One (1) prepared food vendor shall be permitted at any one (1) time.

d. Central Business District. Three (3) prepared food vendors shall be permitted in the Central Business District at any one (1) time on private property or at the City Hall/Library Civic

Plaza. (2) The following restrictions apply to prepared food temporary use permits in each district:

a. South Rifle District, North Rifle District, West Rifle District. Applicants that meet all of the temporary use permit criteria shall receive permits on a first-come, first-serve basis until the limit on the number of permits in the requested district is reached. Each permit shall be valid for one (1) year. If an applicant holding a valid temporary use permit wishes to renew the permit, the applicant may submit a new application before the one-year time limit expires and receive first review and approval priority regardless of other submitted applications for that district. If the applicant allows the permit to expire before submitting a new application, that permit shall be open to new applicants on a first-come, first-served basis.

b. Central Business District.

1. Prepared food temporary use applications are due to the Planning Department by March 1 of each year. By April 1, a maximum of three (3) Central Business District permits

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will be issued to vendors that meet all application criteria for the following year (April 1 through March

31). If more than three (3) valid applications are submitted by March 1, the Planning Director or his or her designee will choose three (3) vendors that receive the highest scores based on

application criteria established by the Planning Director by January 1 of each year and set forth in the Mobile Vending Application. If fewer than three vendors apply before March 1, qualified

vendors shall be accepted throughout the year until the maximum number permitted is reached. Each permit shall be valid from April 1 to March 31 of a given year, regardless of when issued.

2. Prepared food vendors shall not be permitted on public rights-of-way.

3. The maximum cart size for prepared food vending carts in the Central Business District shall be eight (8) feet long by six (6) feet wide by eight (8) feet tall. Vehicle-based vendors shall not be permitted. Vending carts and equipment must be removed when not in operation.

4. Temporary use permits for the Library/City Hall Civic Plaza shall be issued via the Rifle Parks Vending Permit application process, but shall still count towards the three (3) vendors permitted in the Central Business District.

~~(e)~~ (h) Temporary use standards. The following standards shall apply to temporary uses in all permitted districts:

(1) Temporary uses shall operate in the approved location through the length of the permit.

(2) The use meets all setbacks, buffers from incompatible adjacent uses and other requirements of its specific zoning district.

(3) The applicant has all licenses required by this Code and state law, including a sales tax license.

(4) For food sales, the applicant has evidence of Colorado Department of Public Health and Environment approval.

(5) The use occurs on a paved surface with marked parking spaces.

(6) The hours of operation of the temporary use shall be reviewed and approved based upon the nature of the use and the location. During hours in which the operation is to be closed, the site will be vacated except for any structures approved as part of the application.

(7) Adequate off-street parking is provided to serve the use, and the use shall not displace the required off-street parking spaces or loading areas of the principal permitted uses on the site or interfere with the flow of vehicle or pedestrian traffic.

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(8) The use is compatible in intensity, characteristics and appearance with existing land uses in the immediate vicinity of the proposed location. Factors such as location, access, traffic generation, noise, light, dust control and hours of operation will be considered.

(9) The proposed use and structure have a neat and clean appearance and properly disposes of any trash within fifty (50) feet of the use with evidence of the location of legal trash disposal.

(10) Proposed lighting shall not glare onto adjoining properties or onto public streets.

(11) No merchandise shall be displayed within thirty (30) feet of an intersection of the curb line of any two (2) streets; within the required setback area of the parcel on which the use is to be located; within ten (10) feet of any curb cut; or within one hundred fifty (150) feet of any structure primarily used as a residence.

(12) Signs shall be limited to twenty-four (24) square feet of signage affixed to the temporary use structure. No flags, banners or other signage shall be permitted. Temporary uses in the downtown may have an a-frame sign that meets the requirements of the sign code.

(13) Noisemakers of any kind, including amplifiers, shall be prohibited.

~~(h)~~ (i) Revocation of permit. In addition to any other available remedies, permits issued pursuant to this Section may be revoked or suspended by the Planning Director based on evidence of fraud, misrepresentation, an incorrect statement contained in the application for a permit, failure to comply with permit conditions, failure to cure any violation within five (5) days of notice from the Planning Director or any other violation of this Code or state statute. Written notice of the suspension or revocation, along with supporting grounds therefor, shall be mailed, postage prepaid, to the permittee at his or her last known address or hand-delivered to the permittee at least three (3) days prior to the effective date of the suspension or revocation. The Planning Director may, whenever he or she determines that it is necessary for the immediate preservation of the public health, safety or welfare, immediately suspend a permit issued hereunder. Such suspension shall be for a period not to exceed seven (7) days, during which time notice shall be given within the provision of this Section.

~~(h)~~ (i) Application and review. All applications for temporary uses will be reviewed according to the procedures set forth in Article V of this Chapter. Application submittal requirements are specified in Article VI of this Chapter. (Ord. 2 §2, 2009; Ord. 8 §2, 2011)

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 6
SERIES OF 2014**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING SECTION 16-3-90 OF THE RIFLE MUNICIPAL CODE TO PROVIDE FOR LIMITED SEASONAL FOOD SALES AS A TEMPORARY USE IN THE COMMUNITY SERVICE AND TOURIST COMERCIAL ZONE DISTRICTS AND TO PROVIDE ADDITIONAL TEMPORARY USE STANDARDS RELATING TO SIGNAGE.

WHEREAS, Section 16-3-90 of the Rifle Municipal Code (the “Code”) provides that certain outdoor retail or wholesale operations may operate within the City of Rifle (the “City”) on a time-limited basis (a “Temporary Use”) and specifies the performance standards and permitting criteria for such Temporary Uses; and

WHEREAS, the City is desirous of expanding the specific types of uses that qualify as a Temporary Use to include certain limited, seasonal food sales; and

WHEREAS, the City is desirous of varying signage use standards for certain Temporary Uses; and

WHEREAS, to set forth the criteria under which these limited, seasonal food sales may be permitted and operated as a Temporary Use and to provide for the use of specific types of signage in the use standards applicable to Temporary Uses, the City Council wishes to amend Section 16-3-90 of the Code.

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

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

Section 2. Section 16-3-90 of the Rifle Municipal Code is hereby amended to add subsection (f) so that it reads as follows, with additions shown in **bold, double underlined text**, and ~~strike through language is deleted~~:

Sec. 16-3-90. Temporary uses.

(f) Seasonal food sales. Seasonal food items such as snowcones, lemonade, ice cream, and other non-entrée items are permitted in the Community Service (CS) and Tourist Commercial (TC) zone districts. Seasonal food sales are permitted on a seasonal basis not to exceed five (5) months out of the calendar year. There shall be no limit on the number of seasonal food sales in permitted areas. Seasonal food sales shall be limited to a trailer or other structure no greater than 15’ by 10’ in size. Seasonal food sales shall meet all performance standards and permitting requirements for temporary uses contained in this section.

(f) (g) Prepared food temporary uses.

(g) (h) Temporary use standards. The following standards shall apply to temporary uses in all permitted districts:

(12) Signs shall be limited to twenty-four (24) square feet of signage affixed to the temporary use structure. No flags, banners or other signage shall be permitted. **Temporary uses in the downtown may have an a-frame sign that conforms with the requirements of the sign code.**

(h) (i) Revocation of permit. In addition to any other available remedies, permits issued pursuant to this Section may be revoked or suspended by the Planning Director based on evidence of fraud, misrepresentation, an incorrect statement contained in the application for a permit, failure to comply with permit conditions, failure to cure any violation within five (5) days of notice from the Planning Director or any other violation of this Code or state statute. Written notice of the suspension or revocation, along with supporting grounds therefor, shall be mailed, postage prepaid, to the permittee at his or her last known address or hand-delivered to the permittee at least three (3) days prior to the effective date of the suspension or revocation. The Planning Director may, whenever he or she determines that it is necessary for the immediate preservation of the public health, safety or welfare, immediately suspend a permit issued hereunder. Such suspension shall be for a period not to exceed seven (7) days, during which time notice shall be given within the provision of this Section.

(i) (j) Application and review. All applications for temporary uses will be reviewed according to the procedures set forth in Article V of this Chapter. Application submittal requirements are specified in Article VI of this Chapter.

INTRODUCED on April 2, 2014, read by title, passed on first reading at a public hearing, 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 16, 2014, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this ___ day of _____, 2014.

CITY OF RIFLE, COLORADO

BY: _____
Mayor

ATTEST:

City Clerk

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490 Fax: 970-625-6268



MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: NATHAN LINDQUIST, PLANNING DIRECTOR
DATE: March 27, 2014
SUBJECT: Revised Street Closures for Memorial Day Youth Bike Race

The Bicycle Racing Association of Colorado (BRAC) requests a change in the route for the Memorial Day Bike Race. Council previously approved street closures for East Avenue, 3rd Street, Whiteriver Avenue, and 9th Street for the race to take place on Monday, May 26th.

The new route and time is proposed to be on Sunday, May 25th and to use Railroad Avenue, 3rd Street, East Avenue, and 8th Street. See the attached map for the proposed route. The street closures would be in effect from 7 am to 2 pm.

The new route and time may have some advantages over the original proposal. The new route would affect fewer residences and churches and would take place at a time on Sunday morning when most businesses are closed. The businesses that would be open (gas station on 5th, Gateway Lodge, Shooter's Grill, Base Camp Café) have been contacted and have no objections to the race. The affected businesses will have the opportunity to put free advertising or coupons in the race packet as a thank you from the race organizers. The finish line is expected to be near 3rd Street which should draw a crowd downtown.

Staff will ensure that the race organizers place electronic signage at the entrance into downtown, and north of downtown, to advise motorists of detour routes on Park Avenue and Whiteriver Avenue. Whiteriver Avenue will be accessible from 9th Street and from Highway 6.

Staff requests Council's consideration of this proposal.



March 27, 2014

Nathan Lindquist, Planning Director
City of Rifle
202 Railroad Avenue
Rifle, CO 81650

Dear Nathan,

Thank you very much for the opportunity to work with the City of Rifle as we plan for the 2014 Colorado Mini Classic. Here are relevant details regarding the event:

- The Mini Classic is produced by the Bicycle Racing Association of Colorado (BRAC), a 501c3 non-profit organization that supports and structures amateur competitive cycling in Colorado.
- BRAC serves as the Local Association of USA Cycling for Colorado and southeastern Wyoming. USA Cycling is the National Governing Body for cycling in the country. In our capacity as Local Association, we are connected with 70,000 bicycle racers in the country through racing calendars, newsletters, and emails.
- The Colorado Mini Classic is unique in its focus on young athletes aged 10-22.
- The modern Colorado Mini Classic is based on the Red Zinger Mini Classics of the 1980s, which offered junior racing in conjunction with the Red Zinger and Coors Classic bicycle races.
- The Colorado Mini Classic has partnered with the USA Pro Challenge in 2012, 2013 and 2014 to bridge the gap between the world's best cyclists and our junior athletes.
- In 2013, with 135 athletes (a 33% increase from the previous year) from 12 states and 2 other countries, the 2013 Mini Classic became the Rocky Mountain region's premier development bicycle race, and was second only to the USA Cycling National Championships in terms of participation at a development-only event.
- The 2014 Colorado Mini Classic will consist of three stages (separate races). The points earned by finish places in these stages determines the overall winners in our different age groups. The stages are:
 - a time trial (in which athletes race against the clock, and are separated on the course by individual start times);
 - a criterium (in which groups of athletes race multiple laps of a course that is held on closed city streets);
 - a road race (in which groups of athletes race multiple laps of a course that is held on county roads and city streets that are open to traffic).
- The Colorado Mini Classic was based in Silt, Colorado in 2011, 2012 and 2013, and is the largest event and revenue-generator each year for that community's hotels and restaurants.
- The 2014 Colorado Mini Classic will be held over the Memorial Day Weekend, with one stage per day.
- The Mini Classic holds the USA Cycling Road Devo Race designation, which is the highest level event for development racing.

We are incredibly excited for the 2014 edition of the Mini Classic. The growth experienced in 2013, and specifically our ability to draw athletes from around the country, has placed the Mini Classic at the forefront of development races in the country.

Silt has been a fantastic host for the races in the last three years, and we have been very proud of our positive impact on the community. We have an excellent relationship with Police Chief Burris, Garfield County, the Garfield County Sheriff's Department, and the Town of Silt.

As our event has grown, we have simply outgrown the capacity of Silt's roads and infrastructure to host two of our stages. Our goal is to relocate both the time trial and criterium in 2014, and the Rifle area is our first choice.

The time trial is scheduled for Saturday, May 24, 2014. We have identified a course that uses the Colorado River Road and a loop around the Garfield County Airport.

The criterium is scheduled for Sunday, May 25, 2014. We have identified a course that uses the following Rifle city streets: Railroad, 8th, Whiteriver, and 3rd. The event would close Rifle streets from approximately 6am to 2pm on this day. We partner with A1 Traffic Control for the Mini Classic's signage and barricade needs. We need the support of the City of Rifle and the Police Department to make this stage a reality.

It is our intention to promote the City of Rifle, and the Rifle area, as an integral part of the 2014 Colorado Mini Classic. The setting for this race is absolutely perfect – the challenging terrain, great roads, and scenic beauty of the Colorado River Valley makes this an event that is on the radar for juniors and their families nationwide. We want to share this exceptional place with the country's cycling community.

Racing and cycling events bring hundreds of people to an area. In 2014, we brought approximately 400 people to the Mini Classic for two nights' lodging, three days of eating, and countless filled gas tanks. Our Host Hotel in 2014 will remain the Holiday Inn Express in Silt, and we will promote Rifle lodging options as the next alternatives (in 2013, the Holiday Inn Express was sold out, and approximately 40 rooms were booked in neighboring hotels.) Our athletes and families eat at local restaurants – the Miner's Claim in Silt has their busiest weekend of the year during the Mini Classic. In 2014, we can promote Rifle restaurants as well. We are very interested in hosting a movie night in Rifle during the race, and at least one of our awards ceremonies.

It is our intention to both continue and grow the Mini Classic over the next decade. Our 2014 goal is to provide 200 athletes from 15+ states with an exceptional Colorado racing experience. We have the race staff, officials, volunteers and sponsors to make this a reality. Our number one priority at this time is securing courses for 2014 so that we can create our Event Flyer and Technical Guide before the end of the year. This will allow our out-of-state athletes and families to plan their 2014 travel plans accordingly, and maximize the event and our positive impact on our host communities.

Thank you again for your work to support our event! We look forward to seeing you soon.

Most sincerely,

John Leybourne
Mini Classic Production Team
303-981-1006
pjoc89@Hotmail.com



Mini Classic Criterium Route



Source: Esri, DigitalGlobe, GeoEye, Earthstar (United States), USDA, USGS, AeroGRID, IGN, IGP, and the GIS User Community

EASEMENT DEED AND AGREEMENT

THIS EASEMENT DEED AND AGREEMENT (“Agreement”) made this ____ day of _____, 2014, by and between CHARLES R. PENWILL and PATRICIA L. PENWILL, TRUSTEES OR THEIR SUCCESSOR TRUSTEES, UNDER THE CHARLES R. PENWILL REVOCABLE TRUST DATED DECEMBER 5, 1995 (“Grantor”), and the CITY OF RIFLE, a Colorado municipal corporation (“Grantee”).

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property located in Rifle, Colorado identified as Garfield County Parcel No. 217710300010 (the “Property”); and

WHEREAS, the Property is encumbered by an Easement Agreement, recorded in the public records of Garfield County at Reception No. 306413 that grants Grantee a perpetual easement to construct, operate and maintain a 24-inch water line, an electric transmission line, telephone line and telemetering line, through, over and across the following described property:

The East 30 feet of the Southwest Quarter of the Southwest Quarter (SW1/4SW 1/4) of Section 10, Township 6 South, Range 93 West of the 6th Principal Meridian, lying South of the right-of-way for Garfield County Road 294

(the “Existing Easement”); and

WHEREAS, Grantee wishes to construct and locate certain gas and sewer utility lines across the Property within the area of the Existing Easement for the purpose of connecting those utility lines to the new Rifle Regional Water Purification Facility; and

WHEREAS, Grantor wishes to convey and Grantee wishes to receive a perpetual, non-exclusive utility easement on, across, and over the area of the Existing Easement on the Property for Grantee to construct, locate, operate, and maintain gas and sewer utilities subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are incorporated by reference herein.
2. Grant of Easement – Gas and Sewer Lines. Grantor hereby grants and conveys unto the Grantee, its successors and assigns, a perpetual, non-exclusive easement to construct, install, locate, operate, maintain, inspect, repair, replace, and relocate underground gas and sewer utilities through, under, and across the area of the Existing Easement; provided, Grantee shall locate the gas and sewer utilities in the eastern fifteen feet (15’) of the Existing Easement. Grantee may further use the surface of the Existing Easement during construction of the Rifle

Regional Water Purification Facility through July 31, 2016 for a surface waterline so long as the temporary fence required by Section 3(d) below is installed and maintained.

3. Terms and Conditions.

- a. Prior to construction, Grantee shall cause a professional land surveyor to locate and flag the boundaries of the Existing Easement with survey stakes to be placed on each of the four corners of the Existing Easement and along the eastern and western boundaries of the Existing Easement at intervals of at least one hundred feet (100'). Grantee shall also provide Grantor with advance notice of the planned boundary location and flagging work in order to insure Grantor the opportunity to have a representative present to observe Grantee's work.
- b. Prior to construction, Grantee shall cause all underground utility lines and facilities currently located within the Existing Easement to be located and flagged. Grantee shall also provide Grantor with advance notice of the planned utility line location and flagging work in order to insure Grantor the opportunity to have a representative present to observe Grantee's work.
- c. Prior to construction, Grantee shall provide Grantor with copies of the engineered plans and specifications within its possession for all utility lines and facilities to be placed within the Existing Easement in order to afford Grantor's utility engineering consultant a reasonable opportunity to review and approve said plans and specifications as the relate to the conditions set forth herein, such approval to not be unreasonably withheld.
- d. During construction, Grantee shall install and maintain a temporary fence on the western boundary of the Existing Easement allowing livestock to continue grazing on the Property. Within sixty (60) days following completion of construction in the Existing Easement, Grantee shall install a permanent fence with cedar posts, 4 strand wire with final specifications to be reasonably approved by Grantor on the eastern boundary of the Property with gates on the north and south ends of the Existing Easement for Grantee's future access to the Existing Easement.
- e. During construction, Grantee shall also provide Grantor with advance notice of the utility line installation work in order to insure Grantor the opportunity to have a representative present to observe Grantee's placement of Grantee's utility lines and facilities in the eastern fifteen feet (15') of the Existing Easement as set forth in Section 2 above.
- f. Upon completion of construction, Grantee shall repair, restore and re-seed any disturbed area of the Existing Easement similar to the remainder of Grantor's property to Grantor's reasonable satisfaction. Grantee shall insure the success of the re-vegetation and hereby guarantees its survivability and will re-seed with additional applications as necessary to establish a ground cover of the Existing Easement

similar to the remainder of Grantor's property.

- g. Upon completion of construction of the Rifle Regional Water Purification Facility when all of the as-builts will be prepared, Grantee shall provide Grantor with a Land Survey Plat showing the as-built underground utility lines and facilities located within the Existing Easement.
 - h. Grantee shall install no surface lines, surface facilities, or sewer line vents within the Existing Easement that restricts the construction of an access road on the Existing Easement; provided, however, manholes with manhole covers and appurtenant vents are permitted.
 - i. Upon completion of construction, Grantor may pave over and use for its own purposes the surface of the Existing Easement and if any manhole vent obstructs this use Grantee shall relocate such manhole vent at its expense at the time of construction of the access road.
 - j. Grantee warrants that it has obtained, or will obtain, prior to commencement of any work for the gas and sewer utilities all necessary permits for the work permitted under this Agreement.
 - k. To the extent allowed by law, Grantee agrees to indemnify and hold Grantor harmless from any and all losses, claims, suits, rights, causes of action, damage, liability or expense, including, without limitation, attorney fees and court costs, arising from or in connection with the Existing Easement.
4. Authority. The parties represent and warrant that they have full right and lawful authority to enter into this Agreement and that no consent or approval of any mortgagee or other entity is required.
5. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one instrument.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Agreement on the date set forth above.

GRANTOR:

CHARLES R. PENWILL REVOCABLE TRUST DATED DECEMBER 5, 1995

Charles R. Penwill, Trustee

Patricia L. Penwill, Trustee

STATE OF COLORADO)
)
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 2014, by Charles R. Penwill and Patricia L. Penwill as Trustees of the Charles R. Penwill Revocable Trust Dated December 5, 1995.

WITNESS my hand and official seal.

My Commission expires: _____.

Notary Public

**GRANTEE:
CITY OF RIFLE, COLORADO**

By: _____
Mayor

ATTEST:

City Clerk



To: Honorable Mayor and Council

From: Nathan Lindquist, Planning Director

Date: March 27, 2014

Re: Text Amendment 2014-2; Elimination of Best Testing Requirement

Currently contractors are required to pass the "Best Test" (an open-book test on building codes and methods) in order to receive a contractors license. Staff recommends removing this requirement, which must be done through a text amendment to Code.

Staff's research into other municipalities that have eliminated the Best Test has found that these communities have not encountered problems after removal of the requirement. Nor do they believe there to be a correlation between contractor quality and ability to pass the test. It is common practice for a senior member of a contractor's firm to take the test but then be completely absent from the construction site. Staff is concerned that the Best Test gives the public the idea that the City is guaranteeing contractor quality, which an open-book text cannot do. Removal of the requirement will save time for both Staff and the building community, helping to reduce wait times for building permits.

In place of the best testing, Staff has added a provision that gives the Building Official discretion to ask for references if there is a clear reason to s

Staff recommends Council approve Text Amendment 2014-2.

See the next page for the actual code changes this text amendment would cause.

ARTICLE XIV

Contractor Licensing

-Sec. 18-14-10. License required; ~~examination.~~

(a) No person shall engage in the business of a general contractor, subcontractor, or specialty contractor within the City without having first obtained a contractor's license from the City. No building permits shall be issued to, nor any work performed by, any contractor who has not first obtained a license.

~~(a) It is unlawful for any contractor, specialty contractor or person who installs alarm systems as listed by the Board of Examiners for Standardized Testing (B.E.S.T.) to engage in any work, or at the business, trade or calling of such contractor in the City, without first taking and passing the B.E.S.T. contractor examination, paying the City's annual contractor license fee and securing a contractor's license from the Building Official.~~

~~(b) Before a license is issued, the applicant for the license shall take and pass the current examination in use under the B.E.S.T. program as participated in with other jurisdictions. In licensing of general contractors or specialty contractors, the City will recognize the examinations successfully completed by the applicant examinee in other jurisdictions taken within the last three (3) years, so long as such jurisdiction provides reciprocity to persons who take the Rifle test. Examinations under the B.E.S.T. program given in the City will be administered by the Building Official. The cost of these examinations shall be set by the Board of Examiners. Licenses shall only be issued to individuals.~~

~~(c) Before a license is issued, the applicant shall pay the license fee then in effect, established by the Board of Examiners for Standardized Testing, as may be amended, and satisfy the Building Official as to his or her financial responsibility and integrity. Before issuing a license the Building Official may, upon his or her discretion, require references or other information from a contractor that demonstrate the contractor has the necessary resources and abilities to fulfill the requirements of the Rifle Municipal Code. The Building Official shall make such investigation as he or she deems necessary. (Prior code 16.24.010; Ord. 4 §1, 2005; Ord. 31 §§4, 8, 2006)~~

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**CITY OF RIFLE, COLORADO
ORDINANCE NO. 7
SERIES OF 2014**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING SECTION 18-14-10 OF THE RIFLE MUNICIPAL CODE TO ELIMINATE COMPLETION AND PASSAGE OF THE BOARD OF EXAMINERS FOR STANDARDIZED TESTING EXAMINATION AS A PREREQUISITE TO ISSUANCE OF A CITY OF RIFLE CONTRACTOR'S LICENSE.

WHEREAS, Section 18-14-10 of the Rifle Municipal Code (the "Code") requires that individuals who wish to obtain a City of Rifle (the "City") contractor's license take and successfully pass the current Board of Examiners of Standardized Testing examination (the "B.E.S.T. Test") as a prerequisite to issuance of a contractor's license; and

WHEREAS, the City Council finds that the B.E.S.T. Test to be more burdensome on potential licensees and development within the City compared to the benefit the City receives by requiring the B.E.S.T. Test; and

WHEREAS, to eliminate the burden of the B.E.S.T. Test on potential contractor licensees while upholding the purposes for which the City has required potential licensees to complete and successfully pass the B.E.S.T. Test, the City Council wishes to amend Section 18-14-10 of the Code.

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

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

Section 2. Section 18-14-10 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. 18-14-10. License required; ~~examination.~~

(a) No person shall engage in the business of a general contractor, subcontractor, or specialty contractor within the City without having first obtained a contractor's license from the City. No building permits shall be issued to, nor any work performed by, any contractor who has not first obtained a contractor's license.

~~(a) It is unlawful for any contractor, specialty contractor or person who installs alarm systems as listed by the Board of Examiners for Standardized Testing (B.E.S.T.) to engage in any work, or at the business, trade or calling of such contractor in the City, without first taking and passing the B.E.S.T. contractor examination, paying the City's annual contractor license fee and securing a contractor's license from the Building Official.~~

~~(b) Before a license is issued, the applicant for the license shall take and pass the current examination in use under the B.E.S.T. program as participated in with other jurisdictions. In licensing of general contractors or specialty contractors, the City will recognize the examinations successfully completed by the applicant examinee in other jurisdictions taken within the last three (3) years, so long as such jurisdiction provides reciprocity to persons who take the Rifle test. Examinations under the B.E.S.T. program given in the City will be administered by the Building Official. The cost of these examinations shall be set by the Board of Examiners. Licenses shall only be issued to individuals.~~

~~(b)(e)~~ Before a license is issued, the applicant shall pay the license fee then in effect established by the Board of Examiners for Standardized Testing, as may be amended, and satisfy the Building Official as to his or her financial responsibility and integrity. **Before issuing a license, the Building Official may, at his or her discretion, require references or other information from a contractor that demonstrate the contractor has the necessary resources and abilities to fulfill the requirements of this Code and the Building Code.** The Building Official shall make such investigation as he or she deems necessary.

INTRODUCED on April 2, 2014, 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 16, 2014, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this ___ day of _____, 2014.

CITY OF RIFLE, COLORADO

BY: _____
Mayor

ATTEST:

City Clerk