



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

City Hall  
City Council Chambers  
202 Railroad Avenue  
Rifle, CO

Cablecast Live on  
Comcast Channel 10

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**REGULAR MEETING  
January 18, 2012**

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

6:00 P.M.            Water plant financing (John Hier, Dick Deussen)

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

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

- 7:00 p.m.        1.    Regular Meeting Call to Order and Roll Call
- 7:03 p.m.        2.    Consent Agenda – consider approving the following items:  
                            A.    Minutes from the January 4, 2012 Regular Meeting  
                            B.    Parks and Recreation Advisory Board Appointments  
                            C.    Visitor Improvement Fund Advisory Board Appointment  
                            D.    Vehicle purchase for Recreation Department  
                            E.    November Sales Tax Report  
                            F.    Accounts Payable
- 7:08 p.m.        3.    Citizen Comments and Live Call-In ((970) 665-6406)  
                            (For issues NOT on the Agenda. Please limit comments to 3 minutes.)
- 7:11 p.m.        4.    Action, if any, on Workshop Items (Mayor Miller)

- 7:15 p.m. 5. Receive update from the Garfield Legacy Project (GLP representative)
- 7:30 p.m. 6. Public Hearing – Special Event Liquor Permit – Colorado Mountain College Foundation (Lisa Cain)
- 7:40 p.m. 7. Public Hearing – Special Event Liquor Permit – New Ute Theatre Society, Inc. – Symphony in the Valley Symphony Swing (Lisa Cain)
- 7:50 p.m. 8. Public Hearing - Rifle Airpark Preliminary Plan and Planned Unit Development (Matt Sturgeon)
- 8:35 p.m. 9. Consider contract with Rifle Area Chamber of Commerce concerning advertising (John Hier)
- 8:45 p.m. 10. Consider Garfield Clean Energy budget request (Mike Braaten)
- 8:55 p.m. 11. Discuss purchase of street sweeper (Frank Shaw)
- 9:05 p.m. 12. Consider contract for professional consulting services to develop decommissioning plan for south wastewater plant (Dick Deussen)
- 9:15 p.m. 13. Consider contract for intake repairs (Rick Barth)
- 9:25 p.m. 14. Administrative Reports
  - A. City Manager Report
  - B. Other Reports
- 9:35 p.m. 15. 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: February 1, 2012 at 7:00 p.m.**





## Memorandum

**TO:** Honorable Mayor and Council  
**FROM:** John Hier, City Manager  
**DATE:** January 9, 2012  
**RE:** Water Plant Issues

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We have scheduled a work session on January 18<sup>th</sup> to discuss the proposed new Water Treatment Plant and related issues. We will discuss the plant costs, possible scheduling, and financing.

The major issues that need to be resolved, in my view, are:

1. Plant Construction. Does the Council wish to move forward with start of construction in 2012? Design plans could be complete by midyear and construction could begin by fall if desired.
2. Should construction be deferred to a later date in view of the sluggish economy? If this option is selected, what does it mean in terms of renovation to Graham Mesa and Beaver Creek Water Plants?
3. Financing. There may be a couple of options for financing the plant. These could include increased water rates, a sales tax, or combination of both.

I have developed a series of possible rate tiers for commercial users and residential users, and that analysis is attached for your review. I based these rates on the assumption that we need to generate annual revenues for a new water plant as follows:

a. Operations	\$2.6 Million
b. Debt Service	\$1.6 Million
Total	\$4.2 Million

This would represent a significant rate increase.

4. Colorado Water and Power Authority Loan. The state will likely make a loan available with rates ranging from 2% to 2.4%. It is unlikely that a loan of this size and at those rates will be available in the future years.

At any rate, staff looks forward to discussing these issues with you and requests that Council set a direction with respect to the alternatives they wish to pursue on this matter.

Thanks,



John Hier  
City Manager



# WATER RATE ALTERNATE

## Commercial Users

### Four Tier Rate Proposal

Within this alternative, smaller users would pay a small monthly base rate and a smaller rate for usage. Larger users would pay a larger base rate and a greater charge per 1,000 gallons of usage

#### Tier 1

0 gallons – 10,000 gallons per month usage  
133 customers in this tier

Proposed monthly minimum		\$35.00
Proposed rate per 1,000 gallons	0 – 10,000 gal	\$4.00
Average usage per month		3,751
Average Bill	Base	\$35.00
	Usage	\$15.00
	Total	\$50.00
Average Monthly Revenue		\$6,650.00
Average annual Revenue		\$79,800.00

#### Tier 2

10,000 gallons – 25,000 gallons per month usage  
49 customers in this tier

Proposed monthly minimum		\$45.00
Proposed rate per 1,000 gallons	0 – 10,000 gal	\$4.5
	10,000 – 25,000 gal	\$5.5
Average usage per month		15,925
Average Bill	Base	\$45.00
	Usage	\$77.58
	Total	\$122.58
Average Monthly Revenue		\$6,006.00
Average annual Revenue		\$72,077.00

**Tier 3**

25,000 gallons – 100,000 gallons per month  
58 customers in this tier

Proposed monthly minimum		\$65.00
Proposed rate per 1,000 gallons	0 – 10,000 gal	\$4.50
	10,000 – 25,000 gal	\$5.50
	25,000 – 100,000 gal	\$6.50
Average usage per month	gallons	47,872
Average Bill	Base	\$65.00
	Usage	\$276.16
	Total	\$341.16
Average Monthly Revenue		\$19,787.00
Average Annual Revenue		\$237,452.00

**Tier 4**

>100,000 gallons per month  
24 customers in this tier

Proposed monthly minimum		\$100.00
Proposed rate per 1,000 gallons	0 – 10,000 gal	\$4.50
	10,000 – 25,000 gal	\$5.50
	25,000 – 100,000 gal	\$6.50
	>100,000 gal	\$7.00
Average usage per month	gallons	327,518
Average Bill	Base	\$100.00
	Usage	\$2,207.62
	Total	\$2307.00
Average Monthly Revenue		\$55,383.00
Average Annual Revenue		\$664,596.00

Tier #1	0 gallons – 10,000 gallons per month usage	\$79,800.00
Tier #2	10,000 gallons – 25,000 gallons per month usage	\$72,077.00
Tier #3	25,000 gallons – 100,000 gallons per month	\$237,452.00
Tier #4	>100,000 gallons per month	\$664,596.00
Total		\$1,053,925.00

**Total Revenue: \$1,053,925.00**

# WATER RATE ALTERNATE

## Residential Users

### Six Tier Rate Proposal

#### Tier 1

0 – 3,999 gallons per month

437 customers in this tier

Proposed monthly minimum		\$35.00
Proposed rate per 1,000 gallons	0 – 3,999 gal	\$0.00
Average usage per month	gallons	2,253
Average Bill	Base	\$35.00
	Usage	0
	Total	\$35.00
Average Monthly Revenue		\$15,295.00
Average Annual Revenue		\$183,540.00

#### Tier 2

4,000 – 7,999 gallons per month

713 customers in this tier

Proposed monthly minimum		\$45.00
Proposed rate per 1,000 gallons	0 – 3,999 gal	\$0.00
	4,000 – 7,999 gal	\$5.00
Average usage per month	gallons	5,950
Average Bill	Base	\$45.00
	Usage	\$9.75
	Total	\$54.75
Average Monthly Revenue		\$39,036
Average Annual Revenue		\$468,441

**Tier 3**

8,000 – 11,999 gallons per month

624 customers in this tier

Proposed monthly minimum		\$50.00
Proposed rate per 1,000 gallons	0 – 3,999 gal	\$0.00
	4,000 – 7,999 gal	\$5.00
	8,000 – 11,999 gal	\$5.50
Average usage per month	gallons	9,959
Average Bill	Base	\$50.00
	Usage	\$30.77
	Total	80.77
Average Monthly Revenue		\$50,403
Average Annual Revenue		\$604,839

**Tier 4**

12,000 – 19,999 gallons per month

591 customers in this tier

Proposed monthly minimum		\$55.00
Proposed rate per 1,000 gallons	0 – 3,999 gal	\$0.00
	4,000 – 7,999 gal	\$5.00
	8,000 – 11,999 gal	\$5.50
	12,000 – 19,999 gal	\$6.00
Average usage per month	gallons	14,983
Average Bill	Base	\$55.00
	Usage	\$59.89
	Total	\$114.89
Average Monthly Revenue		\$67,904
Average Annual Revenue		\$814,856

**Tier 5**

20,000 – 94,999 gallons per month

199 customers in this tier

Proposed monthly minimum		\$60.00
Proposed rate per 1,000 gallons	0 – 4,000 gal	\$0.00
	4,000 – 8,000 gal	\$5.00
	8,000 – 12,000 gal	\$5.50
	12,000 – 19,999 gal	\$6.00
	20,000 – 94,999 gal	\$6.50
Average usage per month	gallons	33,641
Average Bill	Base	\$60.00
	Usage	\$178.66
	Total	\$238.66
Average Monthly Revenue		\$47,971.00
Average Annual Revenue		\$575,663.00

**Tier 6**

&gt; 95,000 gallons per month

19 customers in this tier

Proposed monthly minimum		\$75.00
Proposed rate per 1,000 gallons	0 – 3,999 gal	\$0.00
	4,000 – 7,999 gal	\$5.00
	8,000 – 11,999 gal	\$5.50
	12,000 – 19,999 gal	\$6.00
	20,000 – 94,999 gal	\$6.50
	> 95,000 gal	\$7.00
Average usage per month	gallons	\$382,064
Average Bill	Base	\$75.00
	Usage	\$2,584.44
	Total	\$2,659.44
Average Monthly Revenue		\$45,210.00
Average Annual Revenue		\$542,527.00

Tier #1	0 gallons – 3,999 gallons per month usage	\$183,540
Tier #2	4,000 gallons – 7,999 gallons per month usage	\$468,441
Tier #3	8,000 gallons – 11,999 gallons per month	\$604,839
Tier #4	12,000 gallons – 19,999 gallons per month	\$814,856
Tier #5	20,000 gallons – 94,999 gallons per month	\$47,971
Tier #6	>95,000 gallons per month	\$45,210
Total		\$3,189,866.00

**Total Revenue: \$3,189,866.00**

**RIFLE CITY COUNCIL MEETING**

Wednesday, January 4, 2012

REGULAR MEETING

7:00 p.m. \* Council Chambers

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

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

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

**OTHERS PRESENT:** John Hier, City Manager; Matt Sturgeon, Assistant City Manager / Director of Planning; Lisa Cain, City Clerk; Jim Neu, City Attorney; Michael Churchill, Channel 10 Assistant Manager; Vaughn Miles, Police Sergeant; Mike Braaten, Government Affairs Coordinator; Nathan Lindquist, City Planner; Nancy Bayne; Jerry Seifert; Phil Birchfield; John Stewart; and Jillian Sutherland.

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

- A. Minutes from the December 21, 2011 Regular Meeting
- B. Posting Place for Public Meetings – Resolution No. 1, Series of 2012
- C. October Financial Statement
- D. Accounts Payable

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

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

**CITIZEN COMMENTS AND LIVE CALL-IN**

There were no citizen comments or live call-ins.

***PUBLIC HEARING – SPECIAL EVENT LIQUOR PERMIT – BPOE LODGE RIFLE LODGE #2195 – BURNING MOUNTAINS FIRE PROTECTION DISTRICT'S HOLIDAY EVENT***

Mayor Miller opened the public hearing and swore in Nancy Bayne, Secretary, BPOE Lodge Rifle Lodge #2195, and Jerry Seifert, representing Burning Mountains Fire Protection District. Ms. Bayne and Mr. Seifert presented the Lodge's application for a special event permit to provide liquor service at the District's holiday event on January 28, 2012, from 6 p.m. to 11 p.m. at Grand River Hospital's meeting rooms at 501 Airport Road. City Clerk Lisa Cain stated that the hearing was properly noticed, the application is complete, and the fees have been paid.

Councilor A. Lambert moved to approve the Special Event Liquor Permit for BPOE Lodge Rifle Lodge #2195 on January 28, 2012, from 6 p.m. to 11 p.m., at 501 Airport Road; seconded by Councilor Rice.

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

***PUBLIC HEARING – SPECIAL EVENT LIQUOR PERMITS –RIFLE MOOSE LODGE #1345 – BULLRIDING EVENTS***

Mayor Miller opened the public hearing and swore in Phil Birchfield and John Stewart representing Rifle Moose Lodge #1345. Mr. Birchfield and Mr. Stewart presented the Lodge's application for special event permits to provide liquor service at bullriding events on January 14, February 24, and March 9, 2012, from 6 p.m. to 10 p.m. each evening, at the Garfield County Fairgrounds at 1001 Railroad Avenue. Ms. Cain stated that the hearing was properly noticed, the application is complete, and the fees have been paid.

Councilor Carter moved to approve Special Event Liquor Permits for Rifle Moose Lodge #1345 on January 14, February 24, and March 9, 2012, from 6 p.m. to 10 p.m. each evening, at 1001 Railroad Avenue; seconded by Councilor A. Lambert.

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

***RECEIVE INFORMATION ABOUT COMMUNITY DEVELOPMENT ACADEMY***

Jillian Sutherland, representing the Sonoran Institute, presented information about the Garfield County Community Development Academy.

***CONSIDER CACALOCO 2011 RENTAL RELEASE REQUEST***

Assistant City Manager / Director of Planning Matt Sturgeon explained that the Cacaloco recycling operation is proposing to construct a building to house paper waste. Because of the hardships encountered at start-up, Cacaloco is requesting the City participate in 40 percent (\$30,000) of the building cost (\$75,000). The City's participation would come in the form of releasing Cacaloco from its obligation to pay the City 20 percent of revenues generated in 2011 that exceeded the first \$100,000.

Councilors discussed whether to facilitate Cacaloco's construction of a permanent structure in light of odor complaints about the operation.

Councilor K. Lambert moved to accept the Cacaloco 2011 rental release request, not to exceed \$30,000; seconded by Councilor Rice.

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

***CONSIDER AWARDING PROFESSIONAL SERVICE CONTRACT FOR DOWNTOWN TRANSIT ORIENTED DEVELOPMENT AND MARKET FEASIBILITY PROJECT***

City Planner Nathan Lindquist reminded Council that the City was awarded a Community Challenge Planning Grant totaling \$806,618 from the U.S. Department of Transportation (DOT) and the U.S. Department of Housing and Urban Development (HUD) in October 2010 through Rifle's participation in the Colorado Sustainable Main Streets Initiative. The grant is for planning and design of multiple projects in downtown Rifle, including a Transit-Oriented Development (TOD) Strategic Investment Plan that includes action steps intended to attract investment to downtown Rifle. The City requested proposals for consultant services for Phase 1 of the project. Staff recommends that Council approve a contract with lead consultant Charlier and Associates in the amount of \$445,118 for Phase 1 of the Downtown Transit-Oriented Development Strategic Plan project. In the future, staff will bring a contract for Phase 2 of the project to Council for its consideration.

There was discussion about making sure that the TOD Strategic Investment Plan was implemented, and not just created and shelved.

Councilor K. Lambert moved to approve a contract with lead consultant Charlier and Associates in an amount not to exceed \$445,118 for Phase 1 of the Downtown Transit-Oriented Development Strategic Plan project; seconded by Councilor Carter.

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

***CONSIDER MEMORANDUM OF AGREEMENT WITH DEPARTMENT OF LOCAL AFFAIRS FOR CONTINUED PARTICIPATION IN THE MAIN STREET PROGRAM***

Government Affairs Coordinator Mike Braaten noted that the City has participated in the Department of Local Affairs Main Street Program for 2 years. During this time, the City has received access to grants and other resources for which it might not otherwise have been eligible. He requested that Council approve the Memorandum of Agreement for continued participation in the Department of Local Affairs Main Street Program.

Councilor Winkler moved to approve the Memorandum of Agreement for continued participation in the Department of Local Affairs Main Street Program; seconded by Councilor A. Lambert.

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

***CONSIDER RESCHEDULING JUNE 20, 2012 AND JULY 4, 2012 COUNCIL MEETINGS***

Ms. Cain informed Council that the Colorado Municipal League Conference would conflict with Council's regular meeting scheduled for June 20, 2012. She also noted that Council's first regular meeting in July was scheduled for July 4. She recommended that Council reschedule its June 20 and July 4 meetings for June 18 and July 2, respectively.

Councilor K. Lambert moved to reschedule Council's June 20, 2012 and July 4, 2012 meetings for June 18 and July 2, respectively; seconded by Councilor Rice.

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

**ADMINISTRATIVE REPORTS**

Mr. Hier reported to Council on the following issues: Water Plant issues; Rifle Creek Museum; Senior Center; personnel; Visitor Improvement Fund Advisory Board advertising budget; New Ute Theatre; West 2<sup>nd</sup> Street reconstruction; Rifle Pond dike repairs; sludge treatment; annual reports; and budgets.

Ms. Cain announced upcoming Council workshops.

Mr. Braaten updated Council on the 2011 Rifle Bucks program.

**COMMENTS FROM MAYOR AND COUNCIL**

Councilor Carter provided an update on renovation of the New Ute Theatre.

Councilor A. Lambert thanked Ed Green for 14 years of service as Garfield County Manager.

***EXECUTIVE SESSION FOR A CONFERENCE WITH THE CITY ATTORNEY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE ON SPECIFIC LEGAL QUESTIONS UNDER CRS 24-6-402(4)(B); FOR THE PURPOSE OF DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS, UNDER CRS 24-6-402(4)(E)***

Councilor Rice moved to adjourn to executive session to receive legal advice and discuss negotiations; seconded by Councilor A. Lambert (8:14 p.m.).

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

Upon return to open session following conclusion of the executive session, meeting adjourned at 8:41 p.m.

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Lisa H. Cain  
City Clerk

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Jay D. Miller  
Mayor



Date: January 11, 2012  
To: John Hier, City Manager  
From: Aleks Briedis, Recreation Director  
RE: PRAB Member Appointments

Three Parks and Recreation Advisory Board members' terms expire at the end of January 2012 and we have an open alternate position. The three expiring members are Ed Weiss, Christi Gray and Michael Churchill. Staff advertised the board openings in the Citizen Telegram's public notice section, our Rec Roundup ad, Facebook and our web site and received two applications.

One of the applicants, James Main, lives outside of Rifle city limits. One member on the board may live outside of the limits, however that position is already held by a seated member.

Ed Weiss would like to be appointed for another term.

Christi Gray would like to be appointed for another term.

Michael Churchill would like to be appointed for another term.

Wilma Paddock would like to become a board member.

The two submitted applications are attached to this memo.

Jim Boone's and Betty Fitzgibbon's terms expire in January 2013. Ryan Mackley's and Tom Stuver's terms expire in January 2014.

**Staff recommends re-appointing Ed Weiss, Christi Gray and Michael Churchill to the Parks & Recreation Advisory Board with terms ending January 31, 2015 and appointing Wilma Paddock to the alternate position with the term ending January 31, 2014.**





Rifle Parks and Recreation Advisory Board Application 2012

Name Wilma Paddock

Address 1428 Jays Ave

City Rifle State CO Zip 81650

Phone 625-2021 Other phone 618-8152

E-mail Wilma.paddock@gmail.com

Do you live within Rifle city limits?  Yes  No

Are you over the age of 55?  Yes  No

Please answer all questions. Attach additional sheets as necessary.

Why would you like to be on the advisory board?

I have a desire to be more involved in my community and would like to give something back by volunteering.

What can you bring to the board?

I have an extended background in financial mgmt for governments, non profits & private businesses. I have lived in Rifle for 15 yrs. and love it!

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

I am a member of the Rifle Fitness Center and have been since it opened. I enjoy the trails & parks regularly -

Please return this form and attachments to Rifle Parks & Recreation, 202 Railroad Ave., Rifle, CO 81650 or [abriedis@riflenco.org](mailto:abriedis@riflenco.org) by 5 PM, January 2<sup>nd</sup>, 2012.





## Rifle Parks and Recreation Advisory Board Application 2012

Name JAMES MAIN

Address 109 Blackhawk Drive

City New Castle State CO Zip 81647

Phone 253-226-5964 Other phone \_\_\_\_\_

E-mail skywalkmaverick@msn.com

Do you live within Rifle city limits? Yes  No

Are you over the age of 55? Yes  No

Please answer all questions. Attach additional sheets as necessary.

Why would you like to be on the advisory board?

I am always looking for ways to stay active and get the community involved. Being part of the board could give me the opportunity to share some of those ideas.

What can you bring to the board?

I have a degree in recreation and have worked as a Health and Fitness educator for 12 years.

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

none. Just moved to the area 6 months ago and would like to get involved.

Please return this form and attachments to Rifle Parks & Recreation, 202 Railroad Ave., Rifle, CO 81650 or [abriedis@riflco.org](mailto:abriedis@riflco.org) by 5 PM, January 2<sup>nd</sup>, 2012.





## Memorandum

**To:** John Hier, City Manager  
**From:** Kristy Christensen, Deputy City Clerk  
**Date:** Thursday, January 12, 2012  
**Re:** Visitor Improvement Fund Advisory Board Appointments

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The Visitor Improvement Fund Advisory Board (VIF) currently has two vacant Board positions. One of those positions is for a regular member and one position is for an alternate member. The vacant Board positions were advertised in the Citizen Telegram, Post Independent, Channel 10, and in the "This Week at the Chamber". One letter of interest was received.

On January 12, 2012, the Visitor Improvement Fund Board voted unanimously to recommend the appointment of Keith Lambert as a regular member of the Board.

Rifle Municipal Code section 2-12-20 states appointments to the VIF shall be made by the City Council.

Thank you.



Date: January 11, 2012  
To: John Hier, City Manager  
From: Aleks Briedis, Recreation Director  
RE: New Vehicle Purchase

The 2012 Recreation Budget includes \$24,000 for the purchase of a new vehicle. Staff researched vehicles and decided on a hybrid to keep with the new energy village theme and its needs to move people around the City and to meetings and trainings outside of the City. Staff felt that this type of vehicle would best suite its needs.

We received three quotes:

Bighorn Toyota	GWS	2011 Toyota Prius	\$23,194
Turner Automotive	Montrose	2011 Toyota Prius	\$24,187
Columbine Ford	Rifle	2012 Ford Fusion Hybrid	\$26,030

Calculating with the local preference of 3% for GWS and 6% for Rifle, Bighorn is \$22,498; Turner stays at \$24,187; and Columbine is \$24,468.

**Staff recommends authorizing the purchase of the Toyota Prius from Bighorn Toyota in the amount of \$23,194.**





**MEMORANDUM**

To: John Hier, City Manager  
 From: Charles Kelty, Finance Director *ck*  
 Date: January 11, 2012  
 Subject: November 2011 Sales, Lodging, and Use Tax Report

Total Sales, Lodging, and Use Tax revenues, for the eleven months ended November 30, 2011, is \$6,456,099, which is an increase of 13% from the previous year-to-date amount \$5,732,487.

Sales tax revenues, year-to-date, are \$5,785,069 which is an 11% increase from the previous year-to-date amount of \$5,228,979. Lodging Taxes revenues, year-to-date, are \$121,947 which is a 3% decrease from the previous year-to-date \$125,237. Building and Motor Vehicle Use Tax revenues are \$549,083, which is a 45% increase from the previous year-to-date figure \$378,271.

**Sales Tax Report  
 Prior Year Comparison**

Business Category	For Sales in November			Year-to-Date		
	2010	2011	% Change	2010	2011	% Change
Bars and Restaurants	\$ 46,922	\$ 50,289	7%	\$ 573,018	\$ 576,688	1%
Car Parts and Sales	31,661	42,708	35%	376,427	426,096	13%
Food	73,869	69,739	-6%	802,757	784,812	-2%
General Retail	200,221	212,819	6%	2,100,322	2,269,773	8%
Hardware	20,620	18,173	-12%	267,191	311,608	17%
Liquor Stores	16,359	16,028	-2%	181,841	172,141	-5%
Motels	15,151	13,316	-12%	177,808	172,895	-3%
Oil & Gas	19,028	52,581	176%	221,119	462,289	109%
Leasing/Misc	2,245	4,340	93%	91,192	103,521	14%
Utilities	39,570	55,906	41%	437,305	505,247	16%
<b>Total</b>	<b>\$ 465,646</b>	<b>\$ 535,898</b>	<b>15%</b>	<b>\$ 5,228,979</b>	<b>\$ 5,785,069</b>	<b>11%</b>
<b>Allocation to Funds:</b>						
General Fund	\$255,094	\$293,580	15%	\$2,864,584	\$3,169,226	11%
Street Improvement	66,521	76,557	15%	746,997	826,438	11%
Rifle Information Center	10,989	12,647	15%	123,404	136,528	11%
Parks & Recreation	133,042	153,114	15%	1,493,994	1,652,877	11%
	<b>\$465,646</b>	<b>\$535,898</b>	<b>15%</b>	<b>\$5,228,979</b>	<b>\$5,785,069</b>	<b>11%</b>

## Report Criteria:

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

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>1018</b>						
<b>Valley Lumber</b>						
	123011	RIFLE BUCKS	12/30/2011	520.00	520.00	12/30/2011
	60003	CLR VNYL TUB	10/11/2011	8.53	.00	
	61433	TRIPLE DOOR BOTTOM GRAY	11/17/2011	24.47	.00	
	62015	6X6 KD FIR	12/06/2011	108.00	.00	
	62367	BLACK TEE	12/16/2011	7.26	.00	
	62394	BREAKER	12/16/2011	3.99	.00	
	62529	BREAKER	12/21/2011	3.99	.00	
	62720	EXT CORD	12/29/2011	7.49	.00	
	62844	GAL MURIATIC ACID	01/03/2012	5.99	.00	
	62845	CONSTRUCTION FIR	01/03/2012	36.39	.00	
	62879	PHILLIPS POWER TIP	01/04/2012	61.59	.00	
	62903	DRYWALL SCREW	01/04/2012	17.48	.00	
	62912	WP-995 S/P CHAMFER STRIP	01/05/2012	284.22	.00	
	63070	PIPE WRENCH	01/09/2012	35.97	.00	
Total 1018:				1,125.37	520.00	
<b>1022</b>						
<b>Central Distributing Co</b>						
	893984	Supplies	12/21/2011	101.08	.00	
	893987	Supplies	12/21/2011	96.50	.00	
	893989	Supplies	12/21/2011	75.57	.00	
	894448	Supplies	12/27/2011	96.62	.00	
	894697	Supplies	12/29/2011	105.01	.00	
	894698	Supplies	12/29/2011	341.10	.00	
	894699	Supplies	12/29/2011	50.59	.00	
	894700	Supplies	12/29/2011	394.30	.00	
Total 1022:				1,260.77	.00	
<b>1059</b>						
<b>Consolidated Electrical Distr</b>						
	4983-523434	6V 5.4 COMM EMER LGT	01/04/2012	29.99	.00	
Total 1059:				29.99	.00	
<b>1060</b>						
<b>Copeland Concrete, Inc</b>						
	30951	RUB-R NEK COILS	12/08/2011	57.00	.00	
Total 1060:				57.00	.00	
<b>1070</b>						
<b>Federal Express Corp</b>						
	773445005	SHIPPING	12/22/2011	23.60	.00	
Total 1070:				23.60	.00	
<b>1074</b>						
<b>Garfield County Clerk</b>						
	122911	RECORDING FEE UTILITY LIEN	12/29/2011	264.00	264.00	12/30/2011

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1074:				264.00	264.00	
<b>1076</b>						
<b>Garfield County Treasurer</b>						
	123111	Landfill	12/31/2011	762.64	.00	
Total 1076:				762.64	.00	
<b>1083</b>						
<b>Youth Zone</b>						
	123111	ASSES & RECOMM/EDMOND/C	12/31/2011	1,250.00	.00	
Total 1083:				1,250.00	.00	
<b>1087</b>						
<b>Grainger</b>						
	9716022661	TANK REPAIR KIT	12/23/2011	8.90	.00	
Total 1087:				8.90	.00	
<b>1102</b>						
<b>Macdonald Equipment Co</b>						
	C48140	FLOW MKR	12/29/2011	75.20	.00	
Total 1102:				75.20	.00	
<b>1105</b>						
<b>Meadow Gold Dairies</b>						
	123111	CREDIT-50207740/50207738	12/31/2011	23.58-	.00	
	50208457	DAIRY PRODUCTS/SENIOR CT	01/05/2012	106.03	.00	
Total 1105:				82.45	.00	
<b>1106</b>						
<b>Micro Plastics Inc</b>						
	123011	RIFLE BUCKS	12/30/2011	460.00	460.00	12/30/2011
	89546	SIGN	12/21/2011	39.00	.00	
Total 1106:				499.00	460.00	
<b>1108</b>						
<b>Mountain Clear Bottled Water</b>						
	6884 123111	BOTTLED WATER	12/31/2011	189.45	.00	
	6886 122011	BOTTLED WATER/WW	12/20/2011	24.00	.00	
Total 1108:				213.45	.00	
<b>1110</b>						
<b>Napa Auto Parts</b>						
	191791	TIRE FOM	09/26/2011	10.98	10.98	01/06/2012
	192158	MAC UND COT	09/28/2011	38.76	.00	
	193622	RV ANTREEZE	10/06/2011	13.00	13.00	01/06/2012
	206698	3 PC DEAD BLOW HAMMER	12/21/2011	35.97	.00	
	207213	LAMP	12/27/2011	13.92	.00	
	208449	STRAP	01/04/2012	22.16	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1110:				134.79	23.98	
<b>1114</b>						
<b>Wells Fargo Bank West</b>						
	123011	OBI CWRPDA-SWRP/CO WATE	12/30/2011	9,126.69	9,126.69	12/30/2011
Total 1114:				9,126.69	9,126.69	
<b>1118</b>						
<b>Parts House</b>						
	123111	RIFLE BUCKS	12/31/2011	20.00	20.00	01/06/2012
	5613-15373	TERMINAL PAK	12/16/2011	2.38	.00	
Total 1118:				22.38	20.00	
<b>1120</b>						
<b>Xcel Energy Inc</b>						
	0402888416	250 E 16THS ST	12/29/2011	85.07	85.07	01/06/2012
Total 1120:				85.07	85.07	
<b>1138</b>						
<b>Schmueser/Gordon/Meyer, Inc</b>						
	99055A-167	STREET PROJECTS	12/28/2011	465.00	.00	
	99055G-1-13	WWTF METALS EVALUATION	12/20/2011	560.00	.00	
	99055N-11	RIFLE WATER CONSERVATION	12/20/2011	555.00	.00	
Total 1138:				1,580.00	.00	
<b>1143</b>						
<b>Swallow Oil Company</b>						
	123111	DIESEL /FLEET	12/31/2011	3,484.07	.00	
Total 1143:				3,484.07	.00	
<b>1188</b>						
<b>Jean's Printing</b>						
	113690	printing	12/19/2011	169.37	.00	
	113724	printing	12/22/2011	310.00	.00	
	120015	printing	01/04/2012	108.78	.00	
Total 1188:				588.15	.00	
<b>1191</b>						
<b>Lewan &amp; Associates, Inc</b>						
	957038	B&W METER	01/03/2012	30.23	.00	
Total 1191:				30.23	.00	
<b>1249</b>						
<b>Berthod Motors Inc</b>						
	156067	PIN	12/14/2011	81.25	.00	
	156100	PIN	12/16/2011	90.70	.00	
Total 1249:				171.95	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>1256</b>						
<b>Resource Engineering, Inc</b>						
	8290	TRANSMITTAL INFORMATION	12/31/2011	33.75	33.75	01/06/2012
Total 1256:				33.75	33.75	
<b>1258</b>						
<b>Hach Company</b>						
	7561491	SULFURIC ACID CARTRIDGE	12/29/2011	973.94	.00	
	7562645	NITRITE	12/30/2011	59.70	.00	
Total 1258:				1,033.64	.00	
<b>1271</b>						
<b>Daily Sentinel</b>						
	123111	AD	12/31/2011	730.50	730.50	01/06/2012
Total 1271:				730.50	730.50	
<b>1339</b>						
<b>Grand Junction Pipe &amp; Supply</b>						
	C2357332	CONDUIT	12/13/2011	128.85	.00	
	C2357512	MEGALUG PVC	12/28/2011	165.00	.00	
Total 1339:				293.85	.00	
<b>1345</b>						
<b>Shanghai Gardens</b>						
	123111	RIFLE BUCKS	12/31/2011	100.00	100.00	01/06/2012
Total 1345:				100.00	100.00	
<b>1347</b>						
<b>Timberline Sporting Goods</b>						
	123011	Rifle Bucks - Shopping Incentive	12/30/2011	140.00	140.00	12/30/2011
Total 1347:				140.00	140.00	
<b>1348</b>						
<b>Grand Tunnel Ditch Co.</b>						
	123011	4.35 MINERS INCHES OF WATE	12/30/2011	68.27	.00	
	123011.	107.40 MINERS INCHES OF WA	12/30/2011	509.41	.00	
	123111	40 MINERS INCHES OF WATER	12/31/2011	189.73	.00	
	123111.	52.72 MINERS INCHES OF WAT	12/31/2011	250.06	.00	
Total 1348:				1,017.47	.00	
<b>1460</b>						
<b>Western Colorado Electrical</b>						
	4719	LABOR-PO 34936	12/27/2011	302.50	.00	
Total 1460:				302.50	.00	
<b>1560</b>						
<b>Applied Concepts,inc</b>						
	S136818	Stalker II Radar	12/05/2011	2,012.50	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1560:				2,012.50	.00	
<b>1563</b>						
<b>Quill Corporation</b>						
	8960114	SUPPLIES	12/29/2011	118.57	.00	
Total 1563:				118.57	.00	
<b>1653</b>						
<b>Millers Dry Goods</b>						
	123011	Rifle Bucks - Shopping Incentive	12/30/2011	300.00	300.00	12/30/2011
Total 1653:				300.00	300.00	
<b>1692</b>						
<b>A-1 Traffic Control</b>						
	28185	SPECIAL EVENT SIGN	12/12/2011	100.00	100.00	01/06/2012
Total 1692:				100.00	100.00	
<b>1734</b>						
<b>United Companies/Oldcastle SW Group Inc</b>						
	842971	ROAD BASE	12/05/2011	110.88	.00	
	843143	ROAD BASE	12/07/2011	223.08	.00	
	843148	ROAD BASE	12/07/2011	562.94	.00	
	843235	ROAD BASE	12/07/2011	165.55	.00	
	843297	ROAD BASE	12/08/2011	119.05	.00	
	843834	ROAD BASE	12/13/2011	1,723.20	.00	
	843923	ROAD BASE	12/14/2011	288.93	.00	
	844616	ROAD BASE	12/22/2011	61.98	.00	
Total 1734:				3,255.61	.00	
<b>1768</b>						
<b>Faris Machinery Company</b>						
	G22273	LE 97184	10/31/2011	982.53	.00	
Total 1768:				982.53	.00	
<b>1796</b>						
<b>Sears</b>						
	121311	EQUIPMENT	12/13/2011	510.98	510.98	12/30/2011
Total 1796:				510.98	510.98	
<b>1830</b>						
<b>Grand Valley Foods</b>						
	118732	FOOD PRODUCT/SR CENTER	01/06/2012	1,156.01	.00	
Total 1830:				1,156.01	.00	
<b>2122</b>						
<b>Utility Notification Center Co</b>						
	21112571	RTL TRANSMISSIONS	12/31/2011	53.13	.00	
Total 2122:				53.13	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>2208</b>						
<b>Amerigas</b>						
	0613-301295A	TANK RENT WW	12/13/2011	49.00	.00	
	0613-301462A	PROPANE/CE	12/14/2011	593.97	.00	
Total 2208:				642.97	.00	
<b>2235</b>						
<b>Acme Alarm Company Inc</b>						
	6643SO	CHECKED PANIC SWITCH	12/19/2011	100.00	.00	
Total 2235:				100.00	.00	
<b>2272</b>						
<b>Fisher Scientific</b>						
	6074567	MOTOR CABINET FAN	12/23/2011	204.60	.00	
Total 2272:				204.60	.00	
<b>2343</b>						
<b>Mountain Pest Control</b>						
	0279551	PEST CONTROL	12/14/2011	66.00	.00	
	0280001	PEST CONTROL	12/08/2011	50.00	.00	
Total 2343:				116.00	.00	
<b>2540</b>						
<b>Walker Electric</b>						
	3975	PHOTCELL LIGHTING CONTRA	12/15/2011	65.00	.00	
Total 2540:				65.00	.00	
<b>2573</b>						
<b>Mountain West Office Products</b>						
	269506	supplies	01/04/2012	33.78	.00	
Total 2573:				33.78	.00	
<b>2694</b>						
<b>Gould Construction</b>						
	11006-7	Rifle Bond Bypass Pipeline	12/31/2011	65,506.17	.00	
Total 2694:				65,506.17	.00	
<b>2776</b>						
<b>Boyle Equipment Company, Inc</b>						
	B00168	CLAMP	11/03/2011	582.10	.00	
Total 2776:				582.10	.00	
<b>2820</b>						
<b>Colo Rural Water Association</b>						
	3843	HOMESUDY MANUALS	01/03/2012	132.00	.00	
Total 2820:				132.00	.00	
<b>2846</b>						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>Colo Mtn News Media</b>						
	1006479 HOLL	AD	12/22/2011	150.00	150.00	01/06/2012
	7275571R	AD	12/01/2011	165.69	165.69	01/06/2012
	7305162R	AD	12/08/2011	165.69	165.69	01/06/2012
	7322089R	AD	12/15/2011	165.69	165.69	01/06/2012
	7358084R	AD	12/22/2011	165.69	165.69	01/06/2012
	7382528A	AD	12/29/2011	46.69	46.69	12/30/2011
	7386029R	AD	12/29/2011	165.69	165.69	01/06/2012
	7402910A	AD	12/30/2011	9.11	9.11	12/30/2011
	7402961A	AD	12/30/2011	9.61	9.61	12/30/2011
Total 2846:				1,043.86	1,043.86	
<b>2931</b>						
<b>Creekbend Cafe</b>						
	123111	rifle bucks - shopping incentive	12/31/2011	400.00	400.00	01/06/2012
Total 2931:				400.00	400.00	
<b>2960</b>						
<b>Walmart Community</b>						
	004109	SUPPLIES	01/04/2012	27.83	27.83	01/06/2012
	004588	ROUTER	01/04/2012	53.76	53.76	01/06/2012
	021977	FOOD SUPPLIES	12/21/2011	92.87	92.87	12/30/2011
	023124	SUPPLIES	12/23/2011	47.52	47.52	12/30/2011
Total 2960:				221.98	221.98	
<b>3015</b>						
<b>Kroger/King Sooper Cust Charge</b>						
	386008	GIFT	12/30/2011	60.99	60.99	01/06/2012
Total 3015:				60.99	60.99	
<b>3083</b>						
<b>ALSCO</b>						
	1104586	work shirts and pants	12/27/2011	27.24	.00	
	1107762	LAUNDRY/senior center	01/03/2012	69.85	.00	
Total 3083:				97.09	.00	
<b>3088</b>						
<b>Enviro Tech Services Inc</b>						
	CD201202944	ICE SLICER RS	12/08/2011	1,960.94	.00	
	CD201202945	ICE SLICER RS	12/08/2011	1,951.43	.00	
	CD201203089	ICE SLICER RS	12/09/2011	1,942.72	.00	
	CD201203732	ICE SLICER RS	12/15/2011	1,952.23	.00	
Total 3088:				7,807.32	.00	
<b>3091</b>						
<b>Newman Signs Inc</b>						
	TI-0243727	T-SSQ-U PART	01/03/2012	94.24	.00	
Total 3091:				94.24	.00	
<b>3195</b>						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Frontier Paving Inc						
	35857	ASPHALT/STREETS	12/06/2011	165.75	.00	
Total 3195:				165.75	.00	
<b>3251</b>						
<b>Mountain Communications And EI</b>						
	207250	GRASS MESA RENTAL	01/01/2012	250.00	.00	
Total 3251:				250.00	.00	
<b>3285</b>						
<b>Johnson-Carter Architects, PC</b>						
	1105C-3	UTE THEATRE INTERIOR	12/31/2011	2,250.00	.00	
Total 3285:				2,250.00	.00	
<b>3389</b>						
<b>Sandy's Office Supply Inc</b>						
	951717	SUPPLIES	12/12/2011	101.46	.00	
	951842	SUPPLIES	12/13/2011	6.49	.00	
	954704	SUPPLIES	12/29/2011	632.00	.00	
	955812	SUPPLIES	01/04/2012	12.88	.00	
Total 3389:				752.83	.00	
<b>3446</b>						
<b>Staples Business Advantage</b>						
	8020609750	supplies	12/31/2011	229.95	.00	
Total 3446:				229.95	.00	
<b>3735</b>						
<b>Super Wash Of Rifle</b>						
	2008 111711	CAR WASH	11/17/2011	10.00	.00	
	2025 113011	CAR WASH	11/30/2011	58.35	.00	
Total 3735:				68.35	.00	
<b>3771</b>						
<b>Waste Management Inc</b>						
	1127103-0576-	Recycling Service	11/01/2011	1,808.30	.00	
	1127104-0576-	Recycling Service	11/01/2011	570.00	.00	
	1148625-0576-	Recycling Service	11/30/2011	1,666.32	.00	
Total 3771:				4,044.62	.00	
<b>3798</b>						
<b>Ace Industrial Supplies</b>						
	1135947	Safety glasses /CABLE TIES	12/02/2011	2,278.00	.00	
Total 3798:				2,278.00	.00	
<b>3858</b>						
<b>Wells Fargo Bank Mn Na</b>						
	123011	OBI:CWRPDA-SWRP/RIFLE-148	12/30/2011	9,247.09	9,247.09	12/30/2011

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3858:				9,247.09	9,247.09	
<b>3982</b>						
<b>Cruise Control</b>						
	123111	RIFLE BUCKS	12/31/2011	40.00	40.00	01/06/2012
Total 3982:				40.00	40.00	
<b>4045</b>						
<b>Sanborn Studio</b>						
	123111	RIFLE BUCKS	12/31/2011	40.00	40.00	01/06/2012
Total 4045:				40.00	40.00	
<b>4055</b>						
<b>UPS/United Parcel Service</b>						
	Y2097W511	SHIPPING	12/17/2011	17.53	.00	
Total 4055:				17.53	.00	
<b>4098</b>						
<b>Heuton Tire Co</b>						
	93432	TIRES/.FLEET	12/30/2011	1,035.84	.00	
Total 4098:				1,035.84	.00	
<b>4141</b>						
<b>True Brew Coffee Service</b>						
	139314	COFFEE	12/23/2011	77.55	.00	
	139315	COFFEE	12/23/2011	63.30	.00	
Total 4141:				140.85	.00	
<b>4184</b>						
<b>Winston Associates Inc</b>						
	1116	RIFLE THEATER SITE	12/07/2011	710.00	.00	
	1120	PROJECT 2ND & WEST AVE	12/31/2011	150.00	.00	
Total 4184:				860.00	.00	
<b>4207</b>						
<b>Radio Shack</b>						
	123011	RIFLE BUCKS	12/30/2011	100.00	100.00	12/30/2011
Total 4207:				100.00	100.00	
<b>4240</b>						
<b>Platinum Plus For Business</b>						
	KEHOE 12111	IPAD AT DATA PLAN	12/11/2011	238.25	238.25	12/30/2011
	KEHOE 12111	PO 650/DISPLAYS CONFEREN	12/11/2011	5,407.68	5,407.68	12/30/2011
Total 4240:				5,645.93	5,645.93	
<b>4339</b>						
<b>Design Concepts</b>						
	0014567	Deerfield Park Construction Drawi	01/05/2012	54.15	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4339:				54.15	.00	
<b>4345</b>						
<b>Helen Artist-Rogers/HR Design</b>						
	121011	REIMBURSEMENT SUPPLIES	12/10/2011	79.17	79.17	12/30/2011
	123011	DDA MANAGEMENT	12/30/2011	2,916.67	2,916.67	12/30/2011
Total 4345:				2,995.84	2,995.84	
<b>4483</b>						
<b>Cooper Roger</b>						
	123011	STEEL TOE BOOT REIMBURSE	12/30/2011	150.70	150.70	12/30/2011
Total 4483:				150.70	150.70	
<b>4507</b>						
<b>Neopost Inc/Neofunds</b>						
	120111	postage	12/01/2011	88.57	88.57	01/06/2012
Total 4507:				88.57	88.57	
<b>4630</b>						
<b>Kirkman, UIa</b>						
	81	PERFORMANCE/SR CENTER	12/22/2011	75.00	75.00	12/30/2011
Total 4630:				75.00	75.00	
<b>4682</b>						
<b>Lighting Accessory &amp; Warning S</b>						
	4393	SOUND OFF SIGNAL FLASHER	12/28/2011	74.75	.00	
Total 4682:				74.75	.00	
<b>4701</b>						
<b>Tri County Fire Protection</b>						
	82994	NEW/ANSUL ABC	12/30/2011	195.00	.00	
Total 4701:				195.00	.00	
<b>4702</b>						
<b>Todd's Welding Inc</b>						
	10599	WELDING	12/07/2011	148.75	.00	
Total 4702:				148.75	.00	
<b>4734</b>						
<b>Vandewalle &amp; Associates, Inc.</b>						
	201112022	CONCEPT PLAN BUSINESS PL	12/23/2011	2,910.00	.00	
Total 4734:				2,910.00	.00	
<b>4753</b>						
<b>Rifle Truck &amp; Trailer</b>						
	123111	RIFLE BUCKS	12/31/2011	20.00	20.00	01/06/2012
	123111.	RIFLE BUCKS	12/31/2011	20.00	20.00	01/06/2012

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4753:				40.00	40.00	
<b>4771</b>						
<b>Walker Jan</b>						
	32	PERFORMANCE/SR CENTER	12/20/2011	40.00	40.00	12/30/2011
Total 4771:				40.00	40.00	
<b>4811</b>						
<b>United Site Services Inc</b>						
	114-341545	PORTABLE RESTROOM DEER	12/13/2011	130.00	.00	
Total 4811:				130.00	.00	
<b>4839</b>						
<b>Apeiron Utility Construction</b>						
	4336	MOBILIZATION Electrician w/ truc	12/20/2011	180.00	.00	
	4337	MOBILIZATION Electrician w/ truc	12/20/2011	378.00	.00	
	4338	MOBILIZATION Electrician w/ truc	12/20/2011	2,274.00	.00	
	4339	MOBILIZATION Electrician w/ truc	12/20/2011	370.00	.00	
	4340	MOBILIZATION Electrician w/ truc	12/20/2011	4,273.43	.00	
	4341	MOBILIZATION Electrician w/ truc	12/20/2011	240.00	.00	
Total 4839:				7,715.43	.00	
<b>4879</b>						
<b>Cardiff Cleaning Services</b>						
	4301	CLEANING JUSTICE CENTER	12/15/2011	4,175.00	.00	
Total 4879:				4,175.00	.00	
<b>5181</b>						
<b>FRED'S HARDWARE</b>						
	20301 123111	SUPPLIES	12/31/2011	590.19	.00	
	20305 123111	SUPPLIES	12/31/2011	115.07	.00	
	20306 1231	SUPPLIES	12/31/2011	32.57	.00	
	20307 123111	SUPPLIES	12/31/2011	12.99	.00	
Total 5181:				750.82	.00	
<b>5192</b>						
<b>PECZUH PRINTING COMPANY</b>						
	180173	BUSINESS CARDS	12/15/2011	34.00	.00	
Total 5192:				34.00	.00	
<b>5211</b>						
<b>STAPLES</b>						
	120211	UPS SPEAKERS	12/02/2011	91.20	91.20	12/30/2011
Total 5211:				91.20	91.20	
<b>5253</b>						
<b>FASTENAL</b>						
	45745	GALV A/C	11/30/2011	713.76	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5253:				713.76	.00	
<b>5379</b>						
<b>Arms Authority</b>						
	123111	RIFLE BUCKS	12/31/2011	20.00	20.00	01/06/2012
Total 5379:				20.00	20.00	
<b>5384</b>						
<b>MOUNTAIN HIGH PAINT</b>						
	12065	PAINT AND PAINT SUPPLIES	12/15/2011	78.04	.00	
Total 5384:				78.04	.00	
<b>5503</b>						
<b>JAY-MAX SALES</b>						
	211990-01	FLAT WASHER	11/02/2011	17.00	.00	
	212645-00	MAG1 NON-CHLOR BRAKE CLE	11/02/2011	47.88	.00	
	213148-02	NEMESIS SAFETY GLASS	12/23/2011	9.98	.00	
	214136-01	ZINC YELLOW	01/04/2012	14.60	.00	
Total 5503:				89.46	.00	
<b>5558</b>						
<b>Midland Art Co, LLC</b>						
	123011	Rifle Bucks - Shopping Incentive	12/30/2011	560.00	560.00	12/30/2011
Total 5558:				560.00	560.00	
<b>5613</b>						
<b>SunEdison, LLC/pump station</b>						
	011112	PUMP STATION #1	01/11/2012	.00	.00	
	011112.	PUMP STATION #1	01/11/2012	2,564.40	2,564.40	01/11/2012
Total 5613:				2,564.40	2,564.40	
<b>5648</b>						
<b>REDI SERVICES, LLC</b>						
	0141563	PORTABLE RESTROOMS	12/19/2011	50.00	.00	
Total 5648:				50.00	.00	
<b>5714</b>						
<b>TRINITY HIGHWAY PRODUCTS, LLC</b>						
	HS476381	GALV GUARDRAIL	12/05/2011	496.19	.00	
Total 5714:				496.19	.00	
<b>5752</b>						
<b>Accutest Mountain States</b>						
	DY-22491	alkalinity, organic carbon/water te	12/06/2011	290.00	.00	
	DY-22493	alkalinity, organic carbon/water te	12/06/2011	230.00	.00	
Total 5752:				520.00	.00	
<b>5821</b>						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ENVIRO-CHEM	7266	CHRONIC WET TWO SPECIES	11/27/2011	1,108.15	.00	
Total 5821:				1,108.15	.00	
<b>5833</b>						
<b>SunEdison, LLC/SunE U6 holding</b>	011112	energy innovation center	01/11/2012	6,549.93	6,549.93	01/11/2012
Total 5833:				6,549.93	6,549.93	
<b>5846</b>						
<b>Mesa County Health Department</b>	4681-11	Water Testing	12/20/2011	20.00	20.00	01/06/2012
	4682-11	Water Testing	12/20/2011	20.00	20.00	01/06/2012
	4683-11	Water Testing	12/20/2011	20.00	20.00	01/06/2012
Total 5846:				60.00	60.00	
<b>5849</b>						
<b>NUTECH SPECIALTIES, INC</b>	80631	penetrating lubricant	12/09/2011	12.48	.00	
Total 5849:				12.48	.00	
<b>5860</b>						
<b>MARY'S WONDROUS THINGS</b>	123011	RIFLE BUCKS - INCENTIVE PLA	12/30/2011	400.00	400.00	12/30/2011
Total 5860:				400.00	400.00	
<b>5861</b>						
<b>COUNTRY ATTIC</b>	123011	Rifle Bucks - Shopping Incenti	12/30/2011	140.00	140.00	12/30/2011
Total 5861:				140.00	140.00	
<b>5864</b>						
<b>RIFLE PERFORMANCE MOTORSPORTS</b>	123011	RIFLE BUCK - SHOPPING INCE	12/30/2011	160.00	160.00	12/30/2011
Total 5864:				160.00	160.00	
<b>5865</b>						
<b>THAI CHILI RESTAURANT</b>	123111	RIFLE BUCKS - SHOPPING INC	12/31/2011	260.00	260.00	01/06/2012
Total 5865:				260.00	260.00	
<b>5888</b>						
<b>VULCAN INDUSTRIES, INC</b>	11156-12003	LOT SPARE PARTS	01/06/2012	52.00	.00	
Total 5888:				52.00	.00	
<b>5907</b>						
<b>ASPEN VALLEY HARLEY-DAVIDSON</b>	216034	CUTOFF-LR58	12/28/2011	49.31	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5907:				49.31	.00	
<b>5961</b>						
<b>United Restaurant Supply, Inc.</b>						
	402121-1	OBLONG BASKET	01/03/2012	31.20	.00	
Total 5961:				31.20	.00	
<b>5984</b>						
<b>JIM DIBLE OIL CO</b>						
	S6179	VACUALINE	01/05/2012	327.00	.00	
	S6270	SHC 630 PAIL	01/09/2012	252.80	.00	
Total 5984:				579.80	.00	
<b>6006</b>						
<b>Rifle City Petty Cash /DDA</b>						
	121011	DAYLIGHT DONUTS DDA MTG	12/10/2011	292.06	292.06	12/30/2011
Total 6006:				292.06	292.06	
<b>6043</b>						
<b>Wilkins Angie</b>						
	123011	REIMBURSEMENT MILEAGE	12/30/2011	33.00	33.00	12/30/2011
Total 6043:				33.00	33.00	
<b>6067</b>						
<b>Mountain Roll-offs, Inc.</b>						
	010112	MONTHLY FEE	01/01/2012	36,576.09	.00	
Total 6067:				36,576.09	.00	
<b>6095</b>						
<b>RMFMA</b>						
	11893	STANDARD MEMBERSHIP	12/02/2011	310.00	310.00	12/30/2011
Total 6095:				310.00	310.00	
<b>6133</b>						
<b>GILCO, INC</b>						
	720537	DYED DIESEL	12/12/2011	1,143.26	.00	
Total 6133:				1,143.26	.00	
<b>6137</b>						
<b>Impressions of Aspen</b>						
	15158	SUPPLIES	12/27/2011	32.32	.00	
	15165	SUPPLIES	12/27/2011	33.60	.00	
	15171	SUPPLIES	12/28/2011	31.34	.00	
	15181	SUPPLIES	12/29/2011	.88	.00	
	15198	SUPPLIES	01/03/2012	99.75	.00	
	15199	SUPPLIES	01/03/2012	337.02	.00	
	15203	SUPPLIES	01/03/2012	100.29	.00	
	15228	SUPPLIES	01/05/2012	257.16	.00	
	15228.1	SUPPLIES	01/05/2012	19.39	.00	
	15229	SUPPLIES	01/05/2012	85.52	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	15255	SUPPLIES	01/09/2012	18.70	.00	
Total 6137:				1,015.97	.00	
<b>6168</b> <b>City Market #443</b>						
	123011	RIFLE BUCKS	12/30/2011	140.00	140.00	12/30/2011
Total 6168:				140.00	140.00	
<b>6175</b> <b>Walmart</b>						
	123111	RIFLE BUCKS	12/31/2011	5,160.00	5,160.00	01/06/2012
Total 6175:				5,160.00	5,160.00	
<b>6181</b> <b>Colorado Gun Service</b>						
	123011	RIFLE BUCKS	12/30/2011	20.00	20.00	12/30/2011
Total 6181:				20.00	20.00	
<b>6182</b> <b>Trendz Clothing Co</b>						
	123011	RIFLE BUCKS	12/30/2011	780.00	780.00	12/30/2011
Total 6182:				780.00	780.00	
<b>6195</b> <b>Western Slope Communications</b>						
	33647	ADVERTISEMENT	12/28/2011	320.00	.00	
	33648	ADVERTISEMENT	12/28/2011	320.00	.00	
Total 6195:				640.00	.00	
<b>6208</b> <b>G.E/Zenon Environmental Corporation</b>						
	30006672	Section 1-Shop Drawings-Section	12/20/2011	143,820.00	.00	
Total 6208:				143,820.00	.00	
<b>6225</b> <b>BRUBACHER DESIGN</b>						
	430	SIGNS	12/30/2011	350.40	.00	
Total 6225:				350.40	.00	
<b>6242</b> <b>Xerox Corporation</b>						
	059283153	BASE CHARGE	12/21/2011	346.04	.00	
Total 6242:				346.04	.00	
<b>6245</b> <b>National Notary Association</b>						
	010112	MEMBERSHIP NOTARY	01/01/2012	89.00	89.00	01/06/2012

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6245:				89.00	89.00	
<b>6264</b>						
<b>DOUBLE RR AND D</b>						
	123011	RIFLE BUCKS	12/30/2011	20.00	20.00	12/30/2011
	123011.	RIFLE BUCKS	12/30/2011	200.00	200.00	12/30/2011
Total 6264:				220.00	220.00	
<b>6282</b>						
<b>Kansas State Bank</b>						
	123011	PRINCIPAL	12/30/2011	1,672.98	1,672.98	12/30/2011
Total 6282:				1,672.98	1,672.98	
<b>6295</b>						
<b>Labyrinth Healthcare Group</b>						
	12686	MONTHLY FEE ADVOCACY SE	01/02/2012	276.00	276.00	01/06/2012
Total 6295:				276.00	276.00	
<b>6297</b>						
<b>Valley Towing Inc.</b>						
	2132	TOWING	11/17/2011	50.00	.00	
	2484	TOWING	12/27/2011	50.00	.00	
Total 6297:				100.00	.00	
<b>6329</b>						
<b>Advanced Exercise Equipment</b>						
	13503	USED LIFE FINTNESS CABLE C	01/11/2012	1,075.00	.00	
Total 6329:				1,075.00	.00	
<b>6330</b>						
<b>COUNTY HEALTH POOL</b>						
	010312	INSURANCE	01/03/2012	97,799.34	97,799.34	01/03/2012
Total 6330:				97,799.34	97,799.34	
<b>6332</b>						
<b>DIRECTV</b>						
	16789953312	MONTHLY SERVICES	12/28/2011	115.99	115.99	01/06/2012
Total 6332:				115.99	115.99	
<b>6334</b>						
<b>Ennovate Corporation</b>						
	1787		01/01/2012	39,243.58	.00	
Total 6334:				39,243.58	.00	
<b>6344</b>						
<b>Stereo Unlimited Custom Division</b>						
	123111	RIFLE BUCKS	12/31/2011	20.00	20.00	01/06/2012

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6344:				20.00	20.00	
<b>6347</b>						
<b>ALL HOURS CLEANING &amp; MAINTENANCE</b>						
	2758	CLEANING MONTHLY CHARGE	12/31/2011	800.00	.00	
Total 6347:				800.00	.00	
<b>6354</b>						
<b>ALL SEASONS LAUNDRY</b>						
	23162	GYM TOWELS-LAUNDRY	12/31/2011	102.82	.00	
Total 6354:				102.82	.00	
<b>6355</b>						
<b>LAFARGE WEST INC</b>						
	22636871	ARTEVIA EXPOSED	12/07/2011	346.57	.00	
	22708993	ULTRAHORIZONTAL	12/16/2011	950.63	.00	
Total 6355:				1,297.20	.00	
<b>6384</b>						
<b>Professional Services Employers Trust</b>						
	010112	INSURANCE	01/01/2012	1,490.50	1,490.50	01/06/2012
Total 6384:				1,490.50	1,490.50	
<b>6401</b>						
<b>Synergy Gymnastics Academy, LLC</b>						
	123111	COLLECTED FEES	12/31/2011	3,385.55	3,385.55	01/06/2012
Total 6401:				3,385.55	3,385.55	
<b>6402</b>						
<b>CENTURY LINK</b>						
	6250108 1222	FITNESS CENTER	12/22/2011	147.46	147.46	01/06/2012
	6254904 1222	POLICE	12/22/2011	101.94	101.94	01/06/2012
	6254960 1222	POLICE	12/22/2011	109.65	109.65	01/06/2012
	6257330 1222	OM	12/22/2011	406.22	406.22	01/06/2012
	6258808 1222	RIFLE ANIMAL SHELTER	12/22/2011	54.78	54.78	01/06/2012
	6259179 1222	FINANCE	12/22/2011	87.76	87.76	01/06/2012
	7191113095 12	REC CENTER	12/22/2011	937.97	937.97	01/06/2012
Total 6402:				1,845.78	1,845.78	
<b>6408</b>						
<b>Gutierrez, Sandra</b>						
	175	COURT INTERPRETING	12/27/2011	67.50	67.50	12/30/2011
Total 6408:				67.50	67.50	
<b>6444</b>						
<b>Keith Rose Tile &amp; Marble</b>						
	27	INSTALL TILE	12/31/2011	1,156.00	.00	
Total 6444:				1,156.00	.00	

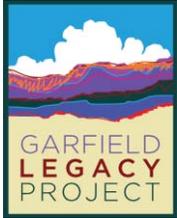
Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>6452</b> <b>E-S PRESS INC</b>						
	4310	TRAINING DVD	12/23/2011	350.00	.00	
Total 6452:				350.00	.00	
<b>6475</b> <b>SHEAR INTENSITY HAIR, NAIL SALON</b>						
	123111	RIFLE BUCKS	01/01/2012	80.00	80.00	01/06/2012
Total 6475:				80.00	80.00	
<b>6506</b> <b>Western Exposures Photography</b>						
	123011	RIFLE BUCKS	12/30/2011	300.00	300.00	12/30/2011
Total 6506:				300.00	300.00	
<b>6507</b> <b>Sherwin Williams</b>						
	8864-6	CITY HALL PAINT	12/12/2011	43.89	43.89	12/30/2011
Total 6507:				43.89	43.89	
<b>6508</b> <b>West Payment Center</b>						
	0823924660	LAW OFFICERS BULLETIN	01/01/2012	367.85	.00	
Total 6508:				367.85	.00	
<b>6509</b> <b>POLYDYNE INC.</b>						
	646741	CLARIFLOC	11/30/2011	2,196.00	.00	
Total 6509:				2,196.00	.00	
Grand Totals:				516,177.31	157,552.05	

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

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

## Report Criteria:

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



## Garfield Legacy Project

### MEMORANDUM

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**To: Rifle City Council**  
**From: Garfield Legacy Project (GLP)**  
**Re: Garfield Greenprint for Conservation and Economic Opportunity – Updates and Next Steps**  
**Date: January 18, 2011**

Dear Mayor Miller, and Councilors Lambert, Lambert, Sanborn, Rice, Thompson and Winkler:

The Garfield Legacy Project (GLP) remains committed to working with the City and its citizens to establish an effective, voluntary and non-regulatory open lands program in Garfield County. In addition to broad support, we believe an effective program needs: (1) significant and reliable funding; (2) effective structure for management and oversight; and (3) a plan to ensure investments are cost-effective and reflect community values.

Recently, we concluded a series of public workshops in support of the Greenprint for Conservation and Economic Opportunity, a project whose objective is to address the third point above. We provided you an introduction to the Greenprint project in September, and we are following up with you to update you on the workshops and discuss next steps.

We requested matching funds from Garfield County to complete the Greenprint project and were grateful for the County's commitment of \$10,000. In addition to the County's commitment, we secured funding from The Trust for Public Land (TPL) via the Doris Duke Charitable Foundation, the Sonoran Institute, Great Outdoors Colorado and the Aspen Valley Land Trust, not to mention on-going volunteer assistance from GLP and the Greenprint Steering Committee.

#### **Greenprint Overview and Updates**

We organized four public workshops the week of November 14: Glenwood Springs on the 15<sup>th</sup>, Parachute and Rifle on the 16<sup>th</sup>, and Carbondale on the 17<sup>th</sup>. At each workshop, participants were welcomed by a local elected official. In addition to the public workshops, we also created a web-based survey to gather input from people who could not attend a workshop. Over 100 people attended the workshops in person and 87 took the survey.

The public workshops and survey were designed to elicit specific input from citizens about different needs and opportunities for maintaining open lands and learn the values those areas provide to the community and economy. Through facilitated discussion, break-out groups and key-pad polling, participants identified several community needs and goals an open lands program could address, ranging from enhancing compatible recreational opportunities that add to our economy, to working with willing landowners to sustain working ranches and farms and others.

The Greenprint Steering Committee – composed of over 50 individuals representing the county's geographic and economic interests – met on November 18 to review the results of the workshops and survey and refine into six concise goal statements:

- Conserve working ranches and farms
- Preserve and enhance recreational/tourism opportunities
- Preserve water quality and quantity
- Create open land buffers around communities
- Enhance trail systems
- Protect wildlife habitat and native plants

Detailed notes from the goal-setting workshops and the Steering Committee meeting are on our website: [www.garfieldlegacy.org](http://www.garfieldlegacy.org).

### **Looking Ahead**

The Greenprint project is now about one-third complete. A Technical Advisory Team (TAT) consisting of experts from the private and public sectors has been organized to gather, interpret and map data related to the goals identified above. The TAT held its first meeting on December 5 to begin this important piece of the project, and will continue this work well into the spring of 2012. This aspect of the project will result in a series of color-coded maps and non-regulatory strategies that identify areas within the county that are most important for meeting multiple land conservation objectives and economic opportunities as identified during the workshops. The Greenprint will help to ensure that future open space investments are strategic, representative of local values, and leverage precious state and federal funds.

Many good ideas emerged during the workshops, survey and ongoing interviews, as well as important needs and issues that need to be addressed. For example, the importance of tying water to preserved agricultural lands or ensuring the compatibility of different uses of open lands. In this regard, we will soon be developing a set of guiding principles that address these ideas, needs and issues. We believe these principles can be an important first step in demonstrating how an effective, voluntary, non-regulatory open lands program can truly address citizen's unique needs.

Additionally, we will continue to interview a variety of people throughout the county to hear their perspectives on open lands conservation and the value of creating open space services in Garfield County. In addition to identifying issues that need to be addressed, these interviews clarify the multiple uses and benefits that open lands can provide in Garfield County. We welcome suggestions you have for people we should contact.

The Garfield Legacy Project continues to look towards the larger goal of establishing a countywide open lands program that provides a non-regulatory tool and financial incentive to willing landowners to maintain important open lands and create opportunities for compatible recreation and trails.

Your assistance and leadership on this effort have been instrumental in guiding our direction and approach. We remain committed to working closely with the county to create a program that is effective and responds to local needs and values. If you have questions or ideas you would like to discuss, please do not hesitate to call Martha Cochran at 963-8440, Mary Noone at 309-6900 or Dave Devanney at (970) 285-2263.



**To:** Mayor and City Council; John Hier, City Manager  
**From:** Lisa Cain, City Clerk  
**Date:** Wednesday, December 28, 2011  
**Subject:** Special Event Permit: Colorado Mountain College Foundation

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Colorado Mountain College Foundation has applied for a Special Event Permit to serve liquor at an event at the Colorado Mountain College Rifle Campus at 3695 Airport Road on February 10, 2012.

The following criteria have been met by the applicant:

- The fees have been paid.
- The application is complete.
- The applicant has not exceeded 15 permit days in 2012.

The Public Hearing was properly noticed on the premises. Representatives from the applicant will be present to discuss the application and answer questions.

Based on the above information, I recommend approval of this application.

OR 8439 (06/28/06)  
 COLORADO DEPARTMENT OF REVENUE  
 LIQUOR ENFORCEMENT DIVISION  
 1375 SHERMAN STREET  
 DENVER CO 80261  
 (303) 205-2300

## APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

**IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING (See back for details.)**

- |                                    |  |   |
|------------------------------------|--|---|
| <input type="checkbox"/> SOCIAL    | <input type="checkbox"/> ATHLETIC                              | <input checked="" type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER    | <input type="checkbox"/> POLITICAL CANDIDATE                  |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES  |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION                 |   |

<b>LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:</b>	<b>DO NOT WRITE IN THIS SPACE</b>
2110 <input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00-PER-DAY	LIQUOR PERMIT NUMBER
2170 <input type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00-PER-DAY	

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE <b>Colorado Mountain College Foundation</b>	State Sales Tax Number (Required) <b>74-2393418</b>
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2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP)  <b>P.O. Box 1763 Glenwood Springs, CO 81602</b>	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP)  <b>3695 Airport Road Rifle, CO 81650</b>
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NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SECY OF ORG. or POLITICAL CANDIDATE <b>Dr. Stan Jensen</b>			

5. EVENT MANAGER <b>Crystal Schiller</b>	
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6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES HOW MANY DAYS? <u>1</u>	7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____
--	--

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED?  Yes  No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
2/10/2012	From 4 p		To 10 p												

**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 <b>Development Coordinator</b>	DATE <b>12/22/11</b>
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**REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR 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 provisions of Title 12, Article 48, C.R.S., as amended.

**THEREFORE, THIS APPLICATION IS APPROVED.**

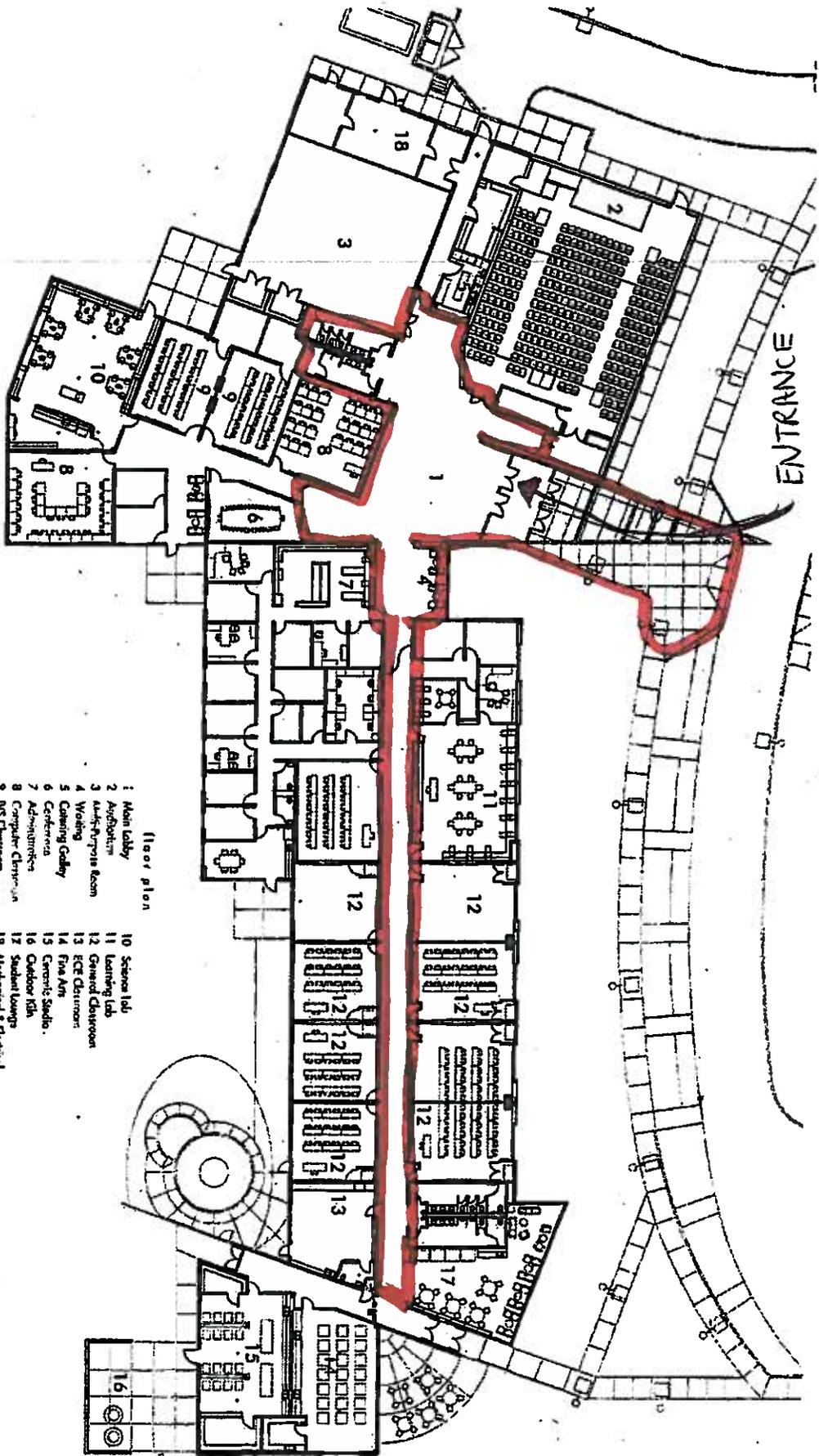
LOCAL LICENSING AUTHORITY (CITY OR COUNTY) <b>Lisa Gair Rifle</b>	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK <b>(970) 665-6405</b>
--	---	--

SIGNATURE <b>City Clerk/HR Director Mayer</b>	DATE
--	------

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

**LIABILITY INFORMATION**

License Account Number	Liability Date	State	TOTAL
			-750 (999) \$



- Floor plan**
- 1 Main Lobby
  - 2 Aspholite
  - 3 Aspholite Room
  - 4 Waiting
  - 5 Waiting Gallery
  - 6 Conference
  - 7 Administration
  - 8 Computer Classroom
  - 9 NS Classroom
  - 10 Science Lab
  - 11 Learning Lab
  - 12 General Classroom
  - 13 ECT Classroom
  - 14 First Aid
  - 15 Ceramic Studio
  - 16 Outdoor Rm.
  - 17 Student Lounge
  - 18 Mechanical & Electrical

# City of Rifle

## Special Events Liquor Permit Application

Name of Applicant / Organization: Colorado Mountain College Foundation

Thank you for your interest in a Special Event in the City of Rifle. In addition to the State Application (Form #DR 8439), the following information must be provided in order for your application to be considered. Incomplete applications will be rejected. Please do not hesitate to contact the City Clerk with questions at (970) 665-6405.

1. The City requires that a Special Events Permit application be received no later than 45 days prior to the event. What is the date(s) of your event? February 10th, 2012
2. What security measures will you take to ensure your event will be safe for all participants and control entry of under age persons?

All doors to the facility will be locked except the main entrance during the event.

3. Will minors be allowed at your event?  yes  no  
If "yes," what measures will you take to ensure that alcoholic beverages are not sold to or consumed by minors?

Both individuals who will be serving the drinks are ServSafe Alcohol Certified and will check IDs

4. Per Rifle Municipal Code 6-5-170(a)(3), the City requires that at least one server, manager, or owner/operator, including volunteers, who has successfully completed an approved educational liquor serving seminar, is present at all times and is supervising the dispensing of alcoholic beverages. What is the name of the person(s) who has this certification and will be on the premises the entire time of your event?

Alice Beauchamp and Crystal Schiller

5. Have you included the appropriate fees with your application? Need Invoice sent to Found.  
Fees: For Malt, Vinous, and Spirituous Liquor or for Fermented Malt Beverage (3.2% Beer)  
Check payable to the *City of Rifle* for \$100.00 per event

6. Does your diagram of the intended licensed premises include:  
 Measurements/dimensions of the area to be licensed?  
 Points of ingress/egress?  
 An outline *in red* of the area to be licensed?

7. I have read the Rifle Municipal Code provisions regarding (copies of these sections are attached to this form):

- Sections 10-8-30, 10-8-50 & 10-8-60(7) No minors allowed on licensed premises
- Section 10-8-80 Open container law
- Section 6-5-170 Educational requirements for Licensees

Signature: 

Date: 12/22/11



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

**From:** Lisa Cain, City Clerk

**Date:** Wednesday, December 28, 2011

**Subject:** Special Event Permit: New Ute Theatre Society, Inc.

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New Ute Theatre Society, Inc. has applied for a Special Event Permit to serve liquor at Symphony in the Valley's Symphony Swing event at 501 Airport Road on February 24, 2012.

The following criteria have been met by the applicant:

- The fees have been paid.
- The application is complete.
- The applicant has not exceeded 15 permit days in 2012.

The Public Hearing was properly noticed on the premises. Representatives from the applicant and Symphony in the Valley will be present to discuss the application and answer questions.

Based on the above information, I recommend approval of this application.

# APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING (See back for details.)

- |                                    |  |   |
|------------------------------------|--|---|
| <input type="checkbox"/> SOCIAL    | <input type="checkbox"/> ATHLETIC                              | <input checked="" type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER    | <input type="checkbox"/> POLITICAL CANDIDATE                  |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES  |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION                 |   |

**LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:**  
 211D  MALT, VINOUS AND SPIRITUOUS LIQUOR — \$25.00-PER-DAY  
 217D  FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00-PER-DAY

**DO NOT WRITE IN THIS SPACE**  
 LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE State Sales Tax Number (Required)  
*New Ute Theatre Society, Inc* *98005018*

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE  
 (Include street, city/town and ZIP)  
*P.O. Box 907  
 Rye, CO 81650*

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT  
 (Include street, city/town and ZIP)  
*501 Airport Rd.  
 Rye, CO 81650*

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
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4. PRES./SECY OF ORG. or POLITICAL CANDIDATE  
*HELEN ROGERS*

5. EVENT MANAGER  
*same*

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?  
 NO  YES HOW MANY DAYS? *3 in 2011*

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?  
 NO  YES TO WHOM? \_\_\_\_\_

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED?  Yes  No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Date	Date	Date	Date
Hours From To	Hours From To	Hours From To	Hours From To	Hours From To
<i>2/24/12</i>				
<i>6 p.m. To 10 p.m.</i>				

**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 <i>Helen Rogers</i>	TITLE <i>President</i>	DATE <i>12/21/11</i>
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**REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR 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 provisions of Title 12, Article 48, C.R.S., as amended.

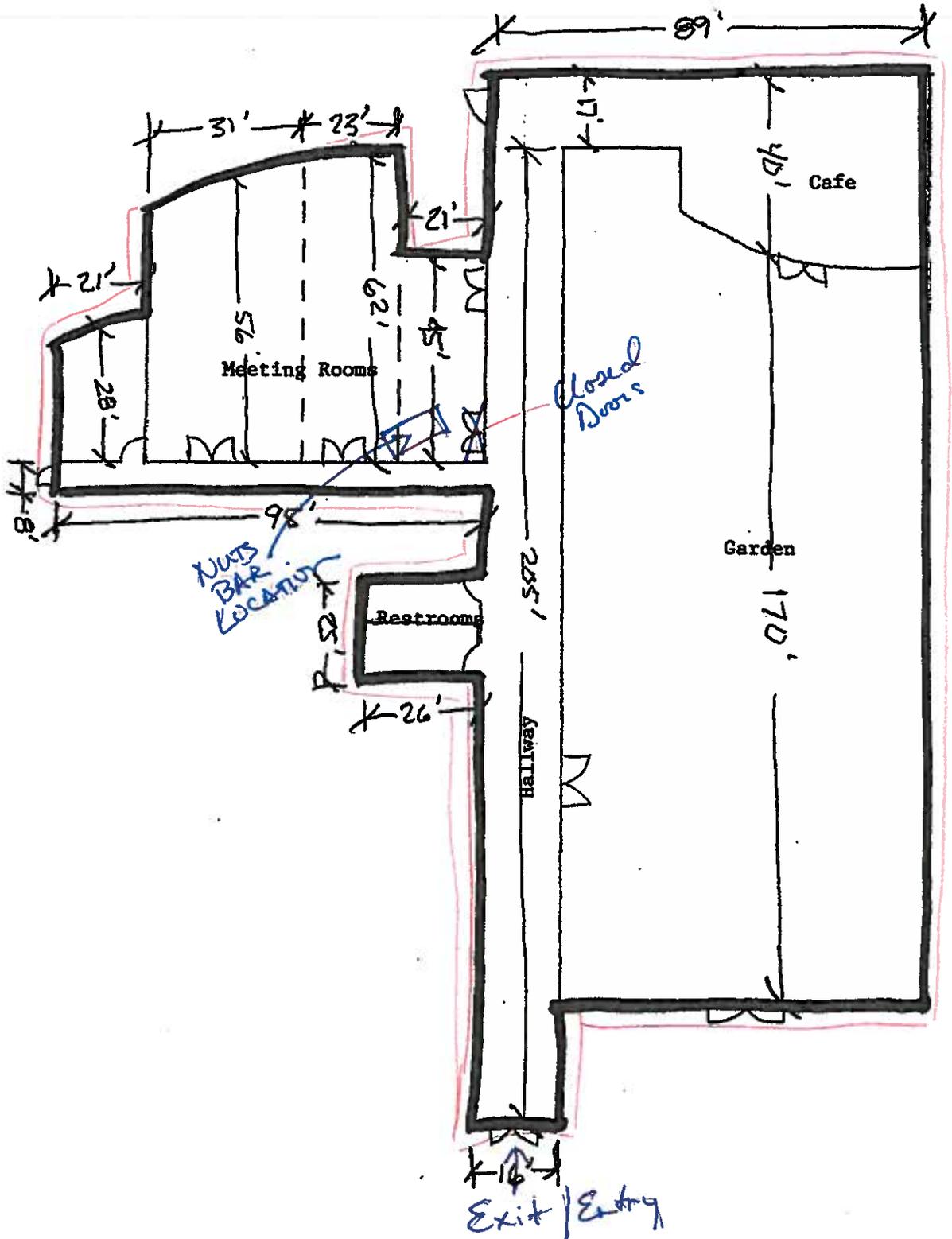
**THEREFORE, THIS APPLICATION IS APPROVED.**

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
SIGNATURE	TITLE	DATE

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

LIABILITY INFORMATION			
License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$ .

Grand River Hospital District



# City of Rifle

## Special Events Liquor Permit Application

Name of Applicant / Organization: *New Ute Theatre Society, Inc.*

Thank you for your interest in a Special Event in the City of Rifle. In addition to the State Application (Form #DR 8439), the following information must be provided in order for your application to be considered. Incomplete applications will be rejected. Please do not hesitate to contact the City Clerk with questions at (970) 665-6405.

1. The City requires that a Special Events Permit application be received no later than 45 days prior to the event. What is the date(s) of your event? *Feb 24<sup>th</sup>, 2012*

2. What security measures will you take to ensure your event will be safe for all participants and control entry of under age persons? *Check ID's, Hospital Security.*

3. Will minors be allowed at your event?  yes  no  
If "yes," what measures will you take to ensure that alcoholic beverages are not sold to or consumed by minors? *Allowed, but not to attend. Check ID's  
Adults only*

4. Per Rifle Municipal Code 6-5-170(a)(3), the City requires that at least one server, manager, or owner/operator, including volunteers, who has successfully completed an approved educational liquor serving seminar, is present at all times and is supervising the dispensing of alcoholic beverages. What is the name of the person(s) who has this certification and will be on the premises the entire time of your event?

*Helen Rogers  
Tandy Glend  
Jeff Glend*

*Tom Shover  
Elizabeth Shover  
Garnick Frontella  
Gil Frontella*

*Rich Carter*

5. Have you included the appropriate fees with your application?  
Fees: For Malt, Vinous, and Spirituous Liquor or for Fermented Malt Beverage (3.2% Beer)  
Check payable to the *City of Rifle* for \$100.00 per event

6. Does your diagram of the intended licensed premises include:

- Measurements/dimensions of the area to be licensed?
- Points of ingress/egress?
- An outline *in red* of the area to be licensed?

7. I have read the Rifle Municipal Code provisions regarding (copies of these sections are attached to this form):

- Sections 10-8-30, 10-8-50 & 10-8-60(7) No minors allowed on licensed premises
- Section 10-8-80 Open container law
- Section 6-5-170 Educational requirements for Licensees

Signature: *Helen Rogers*

Date: *12/21/11*



## MEMORANDUM

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** MATT STURGEON, ASST. CITY MANAGER

**DATE:** JANUARY 9, 2012

**SUBJECT:** RIFLE AIRPARK PRELIMINARY PLAN AND PLANNED UNIT DEVELOPMENT

### PURPOSE

The Rifle City Council will consider the Rifle Airpark Preliminary Plan and Planned Unit Development application at its January 18, 2012, meeting.

The applicant will present a long-range development plan for Rifle Airpark. The current request is to approve the Preliminary Plan and Preliminary PUD zoning for a 594-acre business park referred to as "Rifle Airpark." The current request seeks approval to create thirty-three (33) large tracts for phased development, and create four (4), area-specific zone districts.

### LOCATION

The subject property is located south of Interstate 70 and adjacent to the Garfield County Airport, Co-Gen Power Plant, and Colorado Mountain College.

### PLANNING COMMISSION ACTION

The Rifle Planning and Zoning Commission, at its November 15, 2011, meeting, recommended City Council approve the subject application while making the following findings and adopting the following conditions of approval.

### FINDINGS

Pursuant to Section 16-5-280, the Commission considered the following criteria before making a recommendation (***P&Z findings shown in bold italics***):

1. Conformance of the proposal with the City of Rifle Municipal Code;

***The proposal includes the adoption of new codes specific to the project. The subdivision will comply with new codes, and where applicable, 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;

***The proposed business park is compatible with existing uses (airport, community college, county facilities, and power plant).***

3. The desirability for the proposed use in the specific area of the City;

***The City adopted the Rifle Airpark Master Plan to define the character of this area of the City.***

4. The potential for adverse environmental effects that might result from the proposed use;

***The greatest environmental impact will be over lot grading during project build-out. The developer(s) and builders will be required to comply with State storm water requirements as well as City standards.***

5. Compatibility of the proposed use and the site (or subdivision) plan with the City of Rifle Comprehensive Plan;

***The Rifle Comprehensive Plan incorporated the Rifle Airpark Master Plan. The proposal conforms to both documents.***

6. The potential impact of the proposed use upon the value of property and buildings within the surrounding area; and

***The proposed development will increase values in the surrounding area.***

7. Conformance of the proposal with the approval requirements concerning water and sewer tap availability for high volume use requests pursuant to §10.10.110 of these regulations, if applicable.

***There has been a thorough evaluation of the project to ensure the City can provide water and sewer service. When uses are specifically identified within the project, additional evaluation will occur.***

## **RECOMMENDED CONDITIONS**

1. The Planning and Zoning Commission supports the creation of a streamlined subdivision process. This process should allow lot line amendments and minor subdivisions—the creation of four (4) or fewer lots from original tracts or lots divided out of the initial final plats associated with the division of tracts—through an administrative process. Major subdivisions—the creation of five (5) or more lots or further subdivision of lots created through previous minor subdivision—should be reviewed once by the Planning Commission and once by City Council without requiring a Public Hearing.

2. Building standards incorporated into the PUD standards should establish clear minimum requirements. The standards should describe preferred materials and prohibited materials, establish minimum building orientation requirements (loading docks, setbacks, etc.), and describe other minimum requirements. How materials are used, building design/form and other aesthetic standards should be addressed in covenants enforced by a design review board for the Property Owners Association.
3. Clear, objective standards for landscaping, signage, screening, storage, lighting and parking should be written into the PUD standards. These standards should establish minimum requirements that can be further managed by subjective standards within private covenants. For example, sign color and text font should be regulated by covenant and sign height, location, and quantity should be regulated by existing code or PUD standards.
4. General trail locations and trail types should be clearly identified on a map, and the map as well as construction details incorporated into a Development Handbook. Easements shall be dedicated on Tract Maps (can be amended when subdividing tracts), and the Development Agreement shall spell out who is responsible for trail construction.
5. The following changes should be made to the PUD zoning text:
  - a. Proposed definitions shall be incorporated into RMC 16-1-220.
  - b. Incorporate Staff's recommendations into Use Table governing permitted uses.
  - c. Consolidate parking, signage, landscaping, building design, and other site design standards into a unified section for ease of use.
  - d. Remove references to rainwater collection for irrigation. This concept violates State water law.
  - e. Rewrite subjective standards to be more objective and enforceable. Attempt to leave as little as possible to interpretation or remove and assign to covenants for Property Owner Association implementation.
  - f. Evaluate not codifying road standards and profiles. Attempt to include in Development Manual and adopt by reference through resolution like the City Public Works Manual.

### **STAFF RECOMMENDATION**

In addition to the conditions recommended by Planning Commission—recommendations primarily dealing with land use and design—staff recommends City Council include the following additional conditions and/or findings:

1. Approval of the Preliminary Plan is made with the understanding that the infrastructure phasing plan is not in final form and is not being endorsed until the approval of the Final Plat;
2. The financial responsibilities of public improvements, both on and off site, are still being negotiated, and no decision is being made by City Council with an approval of the Preliminary Plan;
3. There are some title issues associated with the Garfield County property south of Airport Road and east of Rifle Airpark (Sheriff's Annex and Road and Bridge) that need to be

finalized to ensure the infrastructure plans proposed for the Tracts will function as proposed. Specifically, the County needs to finalize conveying the utility (water/sewer) infrastructure to the City of Rifle.

## **BACKGROUND**

The following is a list of events that lead up to this P&Z hearing:

- **3-Party Intergovernmental Agreement (IGA) regarding extension of utilities.**  
To facilitate future development of the Rifle Airpark and County improvements, the City of Rifle, Garfield County, and the applicant jointly participated in upgrades to the water and sewer infrastructure serving this area. A sewer main was extended to the airport core. Additionally a water tank and water main infrastructure was constructed.
- **Rifle Airpark Master Plan Adoption.**  
The Rifle Planning and Zoning Commission adopted the Rifle Airpark Master Plan in March 2007, which established land use development policies for the subject property. The Rifle Airpark Master Plan can be viewed at [http://co-rifle2.civicplus.com/documents/Planning/Long%20Range/Airpark\\_PUD.pdf](http://co-rifle2.civicplus.com/documents/Planning/Long%20Range/Airpark_PUD.pdf)
- **Rifle Airpark Annexation.**  
The City approved the annexation of the subject property in the summer of 2008. This annexation was approved with the understanding the applicant would move forward with the entitlement process in a manner that complies with the Rifle Airpark Master Plan.
- **Rifle Comprehensive Plan Adoption.**  
The Planning and Zoning Commission adopted the Rifle Comprehensive Plan Update in November 2009. This new update incorporated the findings of the Rifle Airpark Master Plan.
- **Other Intergovernmental Agreements.** During the last two years, the City has worked with Garfield County on IGAs that supersede that mentioned in item number 1. The new IGAs restate important findings made in the initial IGA, plus the new IGAs address long-term street maintenance responsibilities, fire flow issues, utility easements and long-term maintenance of water and sewer service lines located on the airport property.

## **STAFF COMMENTS**

This is a complicated entitlement process because of the sheer size of the subject land area being brought under the City of Rifle's jurisdiction. It will take numerous years to build out this project, and staff is required to consider now how that build out will occur. Staff evaluated this project by breaking the project down into the following components.

**Land Use and Zoning.** The subject property is currently annexed and under Rifle's jurisdiction. The Annexation Agreement suspends development rights on the property until the City adopts final Planned Unit Development standards.

The proposed standards implement findings made in the Rifle Airpark Master Plan and Rifle Comprehensive Plan. The standards are put forth with the intent of creating a high quality business park that supports a vast array of commercial, office, institutional, light industrial and industrial land use types. The proposed standards prohibit residential development.

Generally, it is proposed the area north of County Road 319 (aka Airport Road) be zoned Airport-Business (A-B) and Airport-Commercial (A-C) (intersection nodes). The A-B Zone District provides space for light indoor manufacturing/assembly, airport activities and office operations. The A-C offers complimentary retail, eating, lodging, and office zoning standards.

South of Airport Road, the Comprehensive recommends establishing Airport-Light Industrial (A-LI) and Airport-Industrial (A-ID) Zone Districts. The exception is proposed additional A-CO and A-B Zone Districts at the primary intersection and near Colorado Mountain College. A-LI supports fabrication, assembly, maintenance, distribution and warehouse activities; primarily indoors. A-ID supports heavier industrial activities that may involve outdoor storage, maintenance and fabrication as well as some uses allowed in the A-LI Zone District.

During the public hearing, the applicant will discuss the land use typologies, landscape and sign standards, and preferred building standards.

**Land Use Issues to address before Final Tract Map and PUD approval:**

- Finalize responsibilities for building design review. Determine how much of a role with the Property Owners Association (POA) play.
- Finalize landscaping, parking, and signage standards. Ensure the PUD standards mesh with the City's current standards. The applicant and staff need to double check to verify there are no internal conflicts and the standards provide efficient methods of implementation.

**Phasing and Future Subdivision.** Project phasing is a critical component of this project. The Phasing Plan identifies the project being built out from west to east and north to south. This is driven by infrastructure demands for utilities, streets and drainage. The applicant has put together a chart that calls out what is required before each Phase gets developed in order to accommodate development needs. A Development Agreement will also address long-term common costs that each owner in the Rifle Airpark will participate in as the project builds out. This might include regional drainage improvements, roadway improvements, new water infrastructure, etc. Staff is working with the applicant to conceive a financing plan that can be presented to City Council prior to approving the first subdivision final plat. What is important for the City Council to know is that methodology has been created to ensure this project can be supported at build out.

**Phasing/Subdivision Issues to address before Final Tract Map and PUD approval:**

- The applicant will prepare a development handbook for Final Plat that clearly identifies infrastructure needs of each phase as well as infrastructure standards for the project (road widths, drainage facilities, trail standards, etc.).

- A Development Agreement will be prepared that references the Development Handbook and clearly identifies funding responsibilities and methods for required infrastructure.

**Development Review Process.** One of the unique aspects of this project is the intent to craft a unique development review process for future subdivision and site plan approvals within this project. Staff and the applicant are working on methods to expedite development review so economic development initiatives focusing on development at the Airpark move timely and in a predictable manner.

Most subdivision review within Rifle requires several formal public hearings/meetings. This is because the older parts of the community have developed over a long period of time and the expectations of the residents require some formal process that allows for their comment. Because this is a master planned business park with well thought out land use integration, the applicant and staff support the creation an administrative review process with P&Z and/or Council over site. The public hearings and public notice should be limited, because the total development was conceived at one time.

This process will be presented to the P&Z when it considers the final PUD standards. The applicant and staff, however, are interested to learn P&Z's thoughts on this approach during the Preliminary Plan review.

**Process Issues to address before Final Tract Map and PUD approval:**

- The applicant and staff will continue modifying the process so that it adequately addresses the needs for quick response, but also ensure the City's needs are met when development occurs.

**Transportation.** Principle access to Rifle Airpark will occur via Airport Road (CR 319) with traffic arriving from I-70 at the Main Rifle interchange and the Mamm Creek interchange. Kimley-Horn prepared a traffic report that identifies what improvements will be needed to support the project and when said improvements might be required. Sufficient public right-of-way will be dedicated by the applicant to accommodate "on-site" improvements. Staff and the applicant are working on identifying a funding approach for future on- and off-site improvements. This will be presented to City Council during the Final Plan approval process.

The applicant has prepared a trails plan that includes regional and local trails/pathways. The plan attempts to circulate people through the project and to commercial/business areas within the project. There is a mix of hard and soft surface trails. Also, within the industrial area on the south side of the project, the applicant is proposing to use a designated portion of the street as a path to the regional network in-lieu-of attached sidewalk. Staff supports this concept because of the limited pedestrian traffic typically seen in industrial areas.

**Transportation Issues to address before Final Tract Map and PUD approval:**

- Final review of Master Street Plan and Street Profiles with Rifle Fire Protection District and City Engineer to ensure: 1) sufficient apparatus access and turnarounds; 2) sufficient street width for fire apparatus (review "no parking" signage requirements).

- Identify within Development Agreement long-term funding strategy for: 1) CR 319 improvements from Mamm Creek interchange; 2) adding turn lanes and signals; 3) maintaining landscaping improvements within right-of-ways.
- Ensure transit stops are properly identified and sufficient right-of-way is provided for future bus turnouts.

**City Utilities.** Water is available to serve the project. Most likely, the location of water and sewer mains will drive the phasing of the project. In the future there will “likely” be a need for additional water storage in this quadrant of the City. The applicant will be required to dedicate a site for future storage. The method for funding future storage will be identified in the Development Agreement.

Sewer is available. There are some outstanding issues that need to be addressed as it relates to ultimate build-out of the project. The engineers identified a need to assess the main sewer interceptor serving south Rifle to ensure, long-term, there is adequate capacity. Additionally, build-out of south Rifle may require a reorganization of forced mains that pump wastewater to the north regional plant. This change will require approval from the Colorado Department of Public Health and Environment. Again, these responsibilities will be discussed in the Development Agreement.

Finally, a planned storm water drainage system is being created for this project. This system could have two outcomes. The first concept involves the creation of a large, central storm water detention basin at the southwest end of the Airport. This requires the applicant obtain an easement from Garfield County with approval from the Federal Aviation Administration (FAA). This system would allow all properties to divert storm water to a centralized location. The second concept would occur if the County and/or FAA deny the request for an easement. This concept would be more typical of the area and involve on-site detention at each property. Both systems must comply with future Environmental Protection Agency rules governing jurisdictions with populations greater than 10,000. Also, both will require the applicant identify a methodology for long-term maintenance.

**City Utility Issues to address before Final Tract Map and PUD approval:**

- The Development Handbook and Development Agreement need to clearly identify responsibilities for evaluating and funding future water and sewer improvements that may be necessary to serve this project at build out. This needs to be tied to the Phasing Plan to ensure development doesn’t get in front of infrastructure demands.
- City staff and the applicant need to confirm the storm water management plan and selected method of conveyance comply with EPA standards, has a defined management plan, and an implementable funding mechanism. This includes finalizing whether the City will permit roadside swales in-lieu-of curb and gutter.

**Private Utilities.** Will serve letters have been submitted by electric, gas, phone, and cable providers. The subject property is within Holly Cross territory. At some point, the City will need to enter into a Franchise Agreement with Holly Cross during the early stages of development occurring.

**CITY OF RIFLE, COLORADO  
RESOLUTION NO. 2  
SERIES OF 2012**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,  
COLORADO, APPROVING A PRELIMINARY PLAN AND PUD PRELIMINARY  
DEVELOPMENT PLAN FOR RIFLE AIRPARK PUD.

WHEREAS, Airport Land Partners Limited and Grand River Plaza Development, Inc. (collectively the "Applicant") is the developer of Rifle Airpark PUD consisting of approximately 594 acres described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, by Ordinance No. 15, Series of 2008, the City annexed the Property into the City, and by Ordinance No. 16, Series of 2008, the City zoned the Property Planned Unit Development with the following zone districts as set forth in the Rifle Municipal Code as the underlying zone districts for the following PUD Zone Districts: Airport Light Industrial ("A-LI") Light Industrial (LI), Airport Commercial ("A-C") Community Service ("CS"), Airport Industrial ("A-ID") Industrial ("I"), Airport Public/Institutional ("A-PD") Public Use ("P"), Airport Support ("A-S") Light Industrial ("LI") and Open Space ("OS") Public Use ("P"); and

WHEREAS, the City and the Applicant entered into that certain Rifle Airpark Annexation Agreement recorded with the Garfield County Clerk and Recorder as Reception No. 811139 setting forth the terms and conditions of the annexation of the Property (the "Annexation Agreement"); and

WHEREAS, the Annexation Agreement deferred the identification and implementation of fees and dedications to mitigate the development of the Property until the City's approval of PUD Preliminary Development Plan application; and

WHEREAS, on October 7, 2011 the Applicant submitted a Preliminary Plan for a major subdivision on the Property and PUD Preliminary Development Plan consistent with the zoning for the Property with a change in the zone district name of Airport Support to Airport Business (A-B) (the "Application"); and

WHEREAS, Section 16-5-420(c) of the Rifle Municipal Code requires the Rifle City Council to review preliminary plans for major subdivisions that propose phasing for five (5) or more industrial or commercial lots, and Section 16-3-630(3) of the Rifle Municipal Code requires the City Council to review PUD Preliminary Development Plans; and

WHEREAS, on November 15, 2011, the Planning Commission approved the Preliminary Plan and PUD Preliminary Development Plan for the Property with conditions; and

WHEREAS, the Rifle City Council desires to approve the Preliminary Plan and PUD

Preliminary Development Plan for the Property subject to the conditions described herein, including the identification and implementation of fees and dedications to mitigate the impacts of the development of the Property on the City, as set forth in the Annexation Agreement, until the City's approval of PUD Final Development Plan application.

NOW, THEREFORE, be it resolved by the City Council of the City of Rifle, Colorado, that:

1. The foregoing recitals are incorporated herein as if set forth in full.
2. The City Council hereby approves the Preliminary Plan and PUD Preliminary Development Plan for the Property generally shown on Exhibit B attached hereto and incorporated herein by this reference, as further defined in the Application which is also incorporated herein by this reference, subject to the terms and conditions included in the Planning Department Memorandum for the Property attached hereto as Exhibit C and incorporated herein by this reference, and all of Applicant's representations made in any applications and in statements during the Public Hearings before the Planning Commission and City Council which shall also be conditions of approval with which the Applicant shall comply. The approval of the Preliminary Plan and PUD Preliminary Development Plan for the Property is further subject to the identification and implementation of fees and dedications to mitigate the impacts of the development of the Property on the City, as set forth in the Annexation Agreement, which is hereby deferred until the City's approval of PUD Final Development Plan application.

THIS RESOLUTION, was read, passed and adopted by the Rifle City Council at a regular meeting held this 18<sup>th</sup> day of January, 2012.

CITY OF RIFLE, COLORADO

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

ATTEST:

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

## EXHIBIT A

### ANNEXATION PARCEL 1 DESCRIPTION

AN ANNEXATION PARCEL SITUATED IN THE SE1/4 OF SECTION 14, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH PRINCIPAL MERIDIAN AND ALSO BEING A PART OF PARCEL 4 ACCORDING TO THE DOCUMENT RECORDED AS RECEPTION NO. 511634 OF THE GARFIELD COUNTY RECORDS AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW CORNER OF SECTION 24 (WITH ALL BEARINGS CONTAINED HEREIN BASED ON A BEARING OF N.00°02'30"W. BETWEEN THE W1/4 CORNER OF SECTION 24 AND SAID NW CORNER OF SECTION 24 BOTH BEING FOUND 1974 GARFIELD COUNTY SURVEYOR BRASS CAPS IN PLACE); THENCE ALONG THE SOUTHERLY BOUNDARY OF SERIAL ANNEXATION PLAT NO. 2 RECORDED AS RECEPTION NO. 718570 N.89°59'39"W., A DISTANCE OF 659.02 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHERLY BOUNDARY N.89°59'39"W., A DISTANCE OF 659.01 FEET; THENCE N.00°29'29"W., A DISTANCE OF 1,313.37 FEET; THENCE S.89°51'31"W., A DISTANCE OF 1,317.63 FEET; THENCE N.00°28'29"W., A DISTANCE OF 394.90 FEET; THENCE N.89°21'03"E., A DISTANCE OF 679.44 FEET; THENCE S.71°02'53"E., A DISTANCE OF 513.92 FEET; THENCE N.53°13'48"E., A DISTANCE OF 7.93 FEET TO A POINT ON THE BOUNDARY OF SOUTH RIFLE ANNEXATION NO. 10 RECORDED AS RECEPTION NO. 389473; THENCE ALONG THE BOUNDARY OF SAID SOUTH RIFLE ANNEXATION NO. 10 THE FOLLOWING TWO (2) COURSES:

- 1) S.59°04'12"E., 210.53 FEET;
- 2) S.54°34'21"E., 909.15 FEET TO A POINT ON THE BOUNDARY OF SERIAL ANNEXATION PLAT NO. 1;

THENCE LEAVING THE BOUNDARY OF SAID SOUTH RIFLE ANNEXATION NO. 10 AND ALONG THE BOUNDARY OF SAID SERIAL ANNEXATION NO.1 THE FOLLOWING TWO (2) COURSES:

- 1) S.87°30'23"W., A DISTANCE OF 102.81 FEET;
- 2) S.00°02'30"E., A DISTANCE OF 250.86 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID SERIAL ANNEXATION PLAT NO. 2;

THENCE LEAVING THE BOUNDARY OF SAID SERIAL ANNEXATION PLAT NO. 1 AND ALONG SAID WESTERLY BOUNDARY S.00°02'30"E., A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,272,066 SQUARE FEET OR 29.203 ACRES, MORE OR LESS.

### ANNEXATION PARCEL 2 DESCRIPTION

AN ANNEXATION PARCEL SITUATED IN GOVERNMENT LOT 4 OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 92 WEST AND IN THE S1/2 OF SECTION 13, THE SE1/4 OF SECTION 14, THE NE1/4SE1/4 OF SECTION 23 AND SECTION 24, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH PRINCIPAL MERIDIAN AND ALSO BEING A PART OF PARCELS 3 AND ACCORDING TO THE DOCUMENT RECORDED AS RECEPTION NO. 511634 OF THE GARFIELD COUNTY RECORDS, A PORTION OF THAT PROPERTY DESCRIBED IN THE DOCUMENT RECORDED AS RECEPTION NO. 655582, A PORTION OF

THAT PROPERTY DESCRIBED IN THE DOCUMENT RECORDED AS RECEPTION NO. 806009 AND THAT RIGHT-OF-WAY DESCRIBED IN THE DOCUMENT RECORDED AS RECEPTION NO. \_\_\_\_\_; SAID ANNEXATION PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW CORNER OF SECTION 24 (WITH ALL BEARINGS CONTAINED HEREIN BASED ON A BEARING OF N.00°02'30"W. BETWEEN THE W1/4 CORNER OF SECTION 24 AND SAID NW CORNER OF SECTION 24 BOTH BEING FOUND 1974 GARFIELD COUNTY SURVEYOR BRASS CAPS IN PLACE); THENCE N.00°02'30"E. ALONG THE EASTERLY BOUNDARY OF THE SERIAL ANNEXATION PLAT NO. 2 RECORDED AS RECEPTION NO. 718570, A DISTANCE OF 518.91 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SOUTH RIFLE ANNEXATION NO. 10 RECORDED AS RECEPTION NO. 389473; THENCE LEAVING SAID EASTERLY BOUNDARY AND ALONG SAID SOUTHERLY BOUNDARY S.54°34'21"E., A DISTANCE OF 176.20 FEET TO A POINT ON THE BOUNDARY OF THE SOUTH RIFLE ANNEXATION NO. 11 RECORDED AS RECEPTION NO. 389474; THENCE LEAVING SAID BOUNDARY OF SOUTH RIFLE ANNEXATION NO. 10 AND ALONG SAID BOUNDARY OF SAID SOUTH RIFLE ANNEXATION NO. 11 THE FOLLOWING FIVE (5) COURSES:

- 1) S.71°15'37"E., 711.74 FEET;
- 2) S.08°43'23"W., 538.98 FEET;
- 3) S.30°03'14"W., 448.91 FEET;
- 4) S.06°01'20"W., 361.97 FEET;
- 5) S.36°31'42"E., 203.90 FEET TO A POINT ON THE BOUNDARY OF SOUTH RIFLE ANNEXATION NO. 12 RECORDED AS RECEPTION NO. 389824;

THENCE LEAVING SAID BOUNDARY OF SOUTH RIFLE ANNEXATION NO. 11 AND ALONG SAID BOUNDARY OF SOUTH RIFLE ANNEXATION NO. 12 THE FOLLOWING SEVEN (7) COURSES:

- 1) S.14°21'36"W., 94.34 FEET;
- 2) N.82°25'39"E., 2,214.24 FEET;
- 3) N.60°10'08"W., 1,187.61 FEET;
- 4) N.14°21'36"E., 546.69 FEET;
- 5) N.78°07'37"W., 413.69 FEET;
- 6) 402.59 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 7417.42 FEET, A CENTRAL ANGLE OF 3°06'35" CHORD BEARS N. 76°34'19"W., 402.54 FEET;
- 7) N.74°40'03"W., 93.63 FEET TO THE BOUNDARY OF SAID SOUTH RIFLE ANNEXATION NO. 11;

THENCE LEAVING THE BOUNDARY OF SAID SOUTH RIFLE ANNEXATION NO. 12 AND ALONG THE BOUNDARY OF SOUTH RIFLE ANNEXATION NO. 11 THE FOLLOWING FIVE (5) COURSES:

- 1) N.14°21'36"E., 0.28 FEET;
- 2) N.74°55'44"W., 293.52 FEET;
- 3) N.71°51'33"W., 255.00 FEET;
- 4) N.68°47'22"W., 291.70 FEET;
- 5) N.58°53'30"W., 218.30 FEET TO A POINT ON SAID EASTERLY BOUNDARY OF SERIAL ANNEXATION PLAT NO. 2;

THENCE LEAVING THE BOUNDARY OF SAID SOUTH RIFLE ANNEXATION NO. 11 AND ALONG SAID EASTERLY BOUNDARY N.00°02'30"E., A DISTANCE OF 34.75 FEET TO A

POINT ON THE BOUNDARY OF SERIAL ANNEXATION PLAT NO. 1 RECORDED AS RECEPTION NO. 718569; THENCE LEAVING SAID EASTERLY BOUNDARY AND ALONG THE BOUNDARY OF SAID SERIAL ANNEXATION PLAT NO. 1 THE FOLLOWING THREE (3) COURSES:

- 1) N.50°06'09"W., 479.66 FEET;
- 2) S.48°21'28"W., 27.69 FEET;
- 3) 4.30 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 190.00 FEET AND A CENTRAL ANGLE OF 1°17'51", CHORD BEARS S.49°00'24"W., A DISTANCE OF 4.30' TO A POINT ON THE BOUNDARY OF SAID SOUTH RIFLE ANNEXATION NO. 11;

THENCE LEAVING THE BOUNDARY OF SAID SERIAL ANNEXATION PLAT NO. 1 AND ALONG THE BOUNDARY OF SAID SOUTH RIFLE ANNEXATION NO. 11 THE FOLLOWING THREE (3) COURSES:

- 1) N.48°59'38"W., 295.37 FEET;
- 2) 189.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 925.00 FEET AND A CENTRAL ANGLE OF 11°46'04", CHORD BEARS N.54°52'40"W., A DISTANCE OF 189.65 FEET;
- 3) N.60°45'41"W., 165.86 FEET;

THENCE LEAVING THE BOUNDARY OF SAID SOUTH RIFLE ANNEXATION NO. 11 THE FOLLOWING THIRTY-THREE (33) COURSES:

- 1) N.23°31'16"E., A DISTANCE OF 195.36 FEET;
- 2) S.82°54'38"E., A DISTANCE OF 105.74 FEET;
- 3) N.64°20'33"E., A DISTANCE OF 241.31 FEET;
- 4) N.48°02'52"E., A DISTANCE OF 146.71 FEET;
- 5) N.33°16'21"E., A DISTANCE OF 223.49 FEET;
- 6) N.88°25'36"E., A DISTANCE OF 480.74 FEET;
- 7) S.60°57'34"E., A DISTANCE OF 595.47 FEET;
- 8) S.87°09'27"E., A DISTANCE OF 950.00 FEET;
- 9) S.02°50'33"W., A DISTANCE OF 390.00 FEET;
- 10) S.87°09'27"E., A DISTANCE OF 1,325.66 FEET;
- 11) S.02°50'33"W., A DISTANCE OF 230.00 FEET;
- 12) S.87°09'27"E., A DISTANCE OF 250.00 FEET;
- 13) N.02°50'33"E., A DISTANCE OF 230.00 FEET;
- 14) S.87°09'27"E., A DISTANCE OF 2,055.82 FEET;
- 15) N.02°50'33"E., A DISTANCE OF 300.00 FEET;
- 16) S.87°09'27"E., A DISTANCE OF 1,594.94 FEET;
- 17) S.00°26'56"E., A DISTANCE OF 1173.42 FEET;
- 18) S.88°24'03"W., A DISTANCE OF 1,620.20 FEET;
- 19) S.00°34'43"E., A DISTANCE OF 8.79 FEET;
- 20) 125.56 FEET ALONG THE ARC OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,940.00 FEET AND A CENTRAL ANGLE OF 03°42'30", CHORD BEARS S.80°02'49"W., A DISTANCE OF 125.54 FEET;
- 21) S.78°11'34"W., A DISTANCE OF 369.99 FEET;
- 22) 446.68 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 4,060.00 FEET AND A CENTRAL ANGLE OF 06°18'13", CHORD BEARS S.81°20'41"W., A DISTANCE OF 446.46 FEET;
- 23) S.14°41'09"E., A DISTANCE OF 2,062.13 FEET;
- 24) S.75°18'51"W., A DISTANCE OF 787.88 FEET;
- 25) S.13°16'01"E., A DISTANCE OF 290.07 FEET;

26) N.89°55'39"W., A DISTANCE OF 2,380.45 FEET;  
27) S.00°21'48"E., A DISTANCE OF 2,621.53 FEET;  
28) S.89°41'38"W., A DISTANCE OF 1,803.70 FEET;  
29) N.00°04'58"W., A DISTANCE OF 1,316.68 FEET;  
30) S.89°47'40"W., A DISTANCE OF 1,322.13 FEET;  
31) N.00°00'35"W., A DISTANCE OF 1,318.49 FEET;  
32) N.89°52'18"E., A DISTANCE OF 1,320.45 FEET;  
33) N.00°02'30"W., A DISTANCE OF 2,633.54 FEET TO THE POINT OF  
BEGINNING.

CONTAINING 25,694,939 SQUARE FEET OR 589.875 ACRES, MORE OR LESS.



**CITY COUNCIL PACKET - JANUARY 18, 2012**

**Rifle Airpark  
PUD Preliminary Development Plan Application  
Master Tract Plat and Infrastructure Plan**

Airport Land Partners Limited  
312 Airport Business Center • Suite A  
Aspen, CO 81611

Submitted to the City of Rifle  
September 7, 2011

**This agenda item is too large to include in the packet.  
To view this agenda item use the following link:  
<http://co-rifle.civicplus.com/Archive.aspx?ADID=1000>**

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (A<sup>Agreement</sup>) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the CITY OF RIFLE, COLORADO, a home rule municipality (the A<sup>City</sup>), and RIFLE AREA CHAMBER OF COMMERCE (A<sup>Contractor</sup>).

WHEREAS, the City desires that Contractor perform the services of designing and preparing promotional advertising for the City, as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in the scope of services attached as **Exhibit A**; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

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

1. Services. The City agrees to retain Contractor to provide the services set forth herein, and as further specified in **Exhibit A**, attached hereto and incorporated herein by reference (“Scope of Services”), and Contractor agrees to so serve. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. Except for advertisements and work already committed, the City reserves the right to omit any of the Services identified in **Exhibit A** upon written notice to Contractor. The City also reserves the right to amend the Services identified in Exhibit A upon written notice to Contractor, in the event that the City determines a different advertisement could be more effective. In the event of any conflict between this Agreement and **Exhibit A**, the provisions of this Agreement shall prevail.

The City shall receive copies of all promotional material and advertisements for review, prior to publication.

2. Compensation.

a. Advertising Design and Preparation. The City agrees to pay Contractor a sum not to exceed Fifty Two thousand, Six Hundred and Thirty Six Dollars (\$52,636.00) and specifically allocated as specified on **Exhibit A** for advertising design and preparation of promotional materials and programs. The City shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the City not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

- b. Management Fee and Web site assistance. The City agrees to pay Contractor a management fee not to exceed Seventeen Thousand, Three Hundred and Sixty Four Dollars (\$17,364.00) to manage and distribute the advertising and additional fee of Five Thousand Dollars (\$5,000.00) for web site assistance.
3. Term. The Term of this Agreement shall be from the date first written above until December 31, 2012.
4. Reserved.
5. Ownership of Instruments of Service. The City acknowledges the Contractor's work product, including electronic files, as instruments of professional service. Nevertheless, the final work product prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all monies due to the Contractor.
6. Monitoring and Evaluation. The City reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the City relating to such monitoring and evaluation.
7. Independent Contractor. The parties agree that the Contractor shall be an independent contractor and shall not be an employee, agent, or servant of the City. **Contractor is not entitled to worker's compensation benefits from the City and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.**
8. Insurance Requirements.
  - a. Comprehensive General Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor and naming the City as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of the Services with at least One Million Dollars (\$1,000,000) each occurrence. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.
  - b. Reserved.
  - c. Terms of Insurance.
    - (i) Insurance required by this Agreement shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than A+3A as set forth in the most current edition of ABest's Insurance Reports® and may provide for deductible amounts as Contractor deems reasonable for the Services. No such policies shall be cancelable or subject to reduction in coverage limits or

other modification except after thirty (30) days prior written notice to the City. Contractor shall identify whether the type of coverage is Accurrence@ or Aclaims made.@ If the type of coverage is Aclaims made,@ which at renewal Contractor changes to Aoccurrence,@ Contractor shall carry a six (6)-month tail. Contractor shall not do or permit to be done anything that shall invalidate the policies.

- (ii) The policies described in subparagraphs a. and b. above shall be for the mutual and joint benefit and protection of Contractor and the City. Such policies shall provide that the City, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of Contractor, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the City may carry.

d. Worker's Compensation and Other Insurance. During the term of this Agreement, Contractor shall procure and keep in force workers= compensation insurance and all other insurance required by any applicable law.

e. Evidence of Coverage. Before commencing work under this Agreement, Contractor shall furnish to the City certificates of insurance policies evidencing insurance coverage required by this Agreement. Contractor understands and agrees that the City shall not be obligated under this Agreement until Contractor furnishes such certificates of insurance.

f. Reserved.

9. Indemnification. Contractor hereby covenants and agrees to indemnify, save, and hold harmless the City, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney-s fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

10. Termination.

a. Generally.

- (i) The City may terminate this Agreement without cause if it determines that such termination is in the City's best interest. The City shall effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least thirty (30) calendar days prior to the effective date of termination. In the event of such termination by the City, the City shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be

liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the City.

(ii) Contractor may terminate this Agreement without cause if it determines that such termination is in Contractor's best interest. Contractor shall effect such termination by giving written notice of termination to the City, specifying the effective date of termination, at least sixty (30) calendar days prior to the effective date of termination.

b. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, and does not commence correction of such nonperformance or violation within seven (7) calendar days of receipt of written notice and diligently complete the correction thereafter, the City shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Contractor. In the event of such termination by the City, the City shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the above, Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the City from Contractor is determined.

12. Work By Illegal Aliens Prohibited. This paragraph shall apply to all Contractors whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work, or information technology services or information technology products and services. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, Contractor warrants, represents, acknowledges, and agrees that:

- a. Contractor does not knowingly employ or contract with an illegal alien.
- b. Contractor shall not knowingly employ or contract with an illegal alien to perform works or enter into a contract with a subcontractor that fails to verify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- c. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104<sup>th</sup> Congress, as amended, and expanded in Public Law 156, 108<sup>th</sup> Congress, as amended, administered by the Department of Homeland Security (hereinafter, AE-Verify®) in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into E-Verify prior to entering into this Agreement, Contractor shall forthwith apply to participate in E-Verify and shall submit to the City written

verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify, and shall certify such application to the City in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph 9 shall be null and void if E-Verify is discontinued.

- d. Contractor shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- e. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
  - (i) notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- f. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (ADEpartment@) made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.
- g. If Contractor violates this Paragraph, the City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City arising out of said violation.

13. Reserved.

14. Agreement Subject to Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the City, it shall be subject to annual appropriation pursuant to the City of Rifle Municipal Code and Article X, Section 20 of the Colorado Constitution. The City shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

15. Responsibilities. The Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-Contractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the City from any claims or actions brought against Contractor by reason thereof.

16. Entire Agreement. This Agreement, **along with any addendums and attachments hereto**, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

17. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Garfield, State of Colorado.

18. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. ' ' 24-10-101 *et seq.*

19. Assignment. Contractor shall not assign this Agreement without the City's prior written consent.

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

21. Survival Clause. The Indemnification<sup>®</sup> provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

22. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

23. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

24. Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the City:                   City Manager  
  P.O. Box 1908  
  Rifle, Colorado 81650

If to Contractor:               Rifle Area Chamber of Commerce  
  200 Lions Park Circle  
  Rifle, Colorado 81650

25. Authority. Each person signing this Agreement, **and any addendums or attachments hereto**, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

26. Attorney's Fees. Should this Agreement become the subject of litigation between the City and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys= fees and expert witness fees. All rights concerning remedies and/or attorneys= fees shall survive any termination of this Agreement.

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

CITY OF RIFLE, COLORADO

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

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

ATTEST:

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

CONTRACTOR:

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

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

**EXHIBIT A**  
**SCOPE OF SERVICES**

The Advertising program will be focused on marketing strategies in different areas of media, magazines and promotional brochures as follows:

1. ATV, Jeeping and off road trail map brochures.	5,000 copies.	\$3,200
2. Colorado Hunter magazine advertisement.	40,000 copies.	\$1,800
3. Snowmobile Storm Adventure magazine. Targeted banner placement.	5,000 copies.	\$1,800
4. Colorado Vacation Directory magazine and website. 185,000 produced magazines. 174,000 digital magazines. Targeted banner enhanced listings to be placed upon their web site.		\$3,000
5. State of Colorado Vacation Directory advertisements. Publish ads in 650,000 Colorado Vacation guides. Targeted banner placement on this website.		\$3,600
6. Coloradoinfo.com and the Colorado Vacation Guide with the Colo. Activities Centers. These ads will be distributed across the state, and placed in all Colorado Welcome Centers.	175,000 copies	\$3,700
7. Elevation Outdoors magazine (Facebook) ad. 4 Issues per year with 45,000 circulations.		\$2,000
8. Go-Colorado Advertisements. Participate in their "Travel Planner Leads" program. Place targeted banner and enhanced listings on their "Best Travel website".		\$1,100
9. High Country Angler magazine advertisement.	28,000 copies	\$1,400
10. Mule Deer Foundation advertisement. Provide brochures for Mule Deere Expos.	20,000 copies	\$4,200
11. Outdoor promotions. Place promotional materials, brochures Etc at outdoor kiosks in Denver, Boulder, and Glenwood Springs areas.		\$3,000
12. Reprint various advertising brochures, including Rifle		\$10,000

Brochure, Art Around the Town, and Top 10 Hiking & Biking Brochure.	
13. Place advertisements in Rock & Ice Magazine and website.	\$1,700
14. Various advertising to be determined subject to City and Visitor Improvement Fund Advisory Board approval.	\$12,136
TOTAL	\$52,636

To develop the above advertising and promotion program, the Rifle Chamber of Commerce shall also complete the following tasks:

1. Use Visitor Improvement Fund Advisory Board guidance to research promotional needs.
2. Produce a professional community tourism DVD.
3. Design marketing material to reflect the goals of the Visitor Information Advisory Board plans and the message of the Rifle Branding Program.
4. Man phones during Visitor Center hours, prepare mailings for parties requesting such, and respond to e-mail requests.
5. Represent Rifle at trade and travel shows.
6. Display the Visitor Improvement Fund Logo on all advertising.
7. Maintain Visitor Information Center website.
8. Place tourism materials at available kiosks sites.
9. Coordinate advertising with other state and local tourism promotion agencies.
10. Coordinate advertising with other state and local tourism promotion agencies.



## MEMORANDUM

**To:** City Manager Hier, Mayor Miller and City Council

**From:** Mike Braaten, Government Affairs Coordinator

**Date:** January 12, 2012

**Re:** Consideration of Appropriation of Garfield Clean Energy Dues from the Energy Efficiency Fund

Prior to the development of the 2012 budget, Garfield Clean Energy submitted a membership dues budget request to the City of Rifle of \$38,000. Although discussed numerous times during the budget development, no formal action by Council was taken to approve or appropriate the GCE dues and therefore the dues request was not officially budgeted.

If Council desires to continue as a partner in GCE, staff has identified the Energy Efficiency Fund as an appropriate fund from which to draw the requested dues amount. The fund currently has an available balance of \$126,893.79 (approximately \$100,000 after current budget liabilities) and was established as a fund to pursue renewable energy and energy efficiency opportunities, similar to the mission and pursuits of GCE.

Originally formed as Garfield New Energy Communities Initiative as an advisory board to Garfield County, GCE has moved forward with an independent government authority model funded through dues from member local governments based upon population and energy use (electricity, natural gas and vehicle fuel). GCE has contracted the non-profit organization of CLEER (Clean Energy Economy for the Region) as their staff and Jim Neu of the firm of Karp Neu Hanlon as their legal counsel. I have attached the original membership dues request memorandum from GCE that appeared in the August 3, 2011 City Council Packet. This memo includes the dues request to the City and the dues requests made to other local governments in Garfield County.

GCE is governed by an appointed board of elected or appointed local government officials from member local governments. Greg Russi, New Castle Town Board Member, is the Chair of GCE. Councilor Keith Lambert is the Rifle's representative to the GCE board with Mayor Miller as the alternate.

I am happy to answer any questions. Thank you.



Town of Parachute | City of Rifle | Town of Silt | Town of New Castle | City of Glenwood Springs | Town of Carbondale  
Garfield County | Garfield County Public Library District | Roaring Fork Transportation Authority

**To: Mayor Lambert and City of Rifle Council Members**

**From: Alice Laird and Tom Baker, Garfield Clean Energy/CLEER**

**Date: July 28, 2011**

**Re: Longer-term structure for Garfield Clean Energy: proposed IGA and funding**

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**Purpose:** The purpose of this memorandum is to explain the Garfield Clean Energy (GCE) proposal and strategy for longer-term governance structure and funding for 2012 and into the future. At your August 3 worksession we will be requesting your feedback on the attached Intergovernmental Agreement in preparation for its approval on a later council agenda, and consideration of including the proposed individual partner funding targets in your 2012 budget discussions.

**Background and Discussion:** Development of a longer-term structure and funding is one of the final deliverables included in the original Department of Local Affairs Garfield New Energy Communities grant awarded to Garfield County in 2009. Over the last six months this has been a major topic of discussion and work focus for Garfield Clean Energy Advisory Board. In addition, in early 2011 the Garfield County Commissioners requested the GCE Board develop a strategy for long-term structure and funding.

As you are aware, in 2008 nine government partners in Garfield County joined together with CLEER, a nonprofit organization, to apply for a Department of Local Affairs New Energy Communities Initiative grant. This grant opportunity allowed for multiple governments to join together to create a countywide program that has resulted in significant energy efficiency and clean energy advancements throughout the county, and measureable progress toward the adopted energy and economic development targets. A comprehensive list of results is attached to this memo. The City of Rifle's leadership and vision through elected officials and staff involvement has been an essential ingredient in this effort's success.

A robust longer term structure that continues this collaborative effort beyond the original DOLA grant is a means to reaching adopting economic and energy independence/energy security goals over the longer term.

Garfield County has served the important role of fiscal agent through the life of the original DOLA grant. The role of fiscal agent has also required much county staff time. The Commissioner's have stated that GCE must evolve to a more self-sustaining entity and allow the county to relieve their staff of the fiscal agent role. With this in mind, the Garfield Clean Energy Advisory Board has focused on structure and funding, and has approved a draft IGA and funding proposal that we are now circulating to GCE partners for their consideration.

**Intergovernmental Agreement** - During the GCE Board discussions regarding long-term structure it became apparent that the preferred approach was to create an autonomous entity that can accept grants and as a result function as fiscal agent. In review of the possible legal vehicles the Board concluded that the "Authority" model, as defined in State Statutes was preferred.

The attached IGA is modeled upon the Garfield County Communications Authority (GCCA); however, unlike the GCCA the Garfield Clean Energy IGA has no earmarked revenue. It is the GCE Board's intention to create a long-term IGA, but to consult with its Partners each year to fund its desired budget. Attached is the draft IGA that the GCE Board developed and recommends to the Partners. Jim Neu played a key role in turning the Board's draft IGA into a legal document.

**GCE Work Scope, Budgeting and Funding for 2012** – In addition to developing the recommended IGA, the GCE Board discussed how the Partnership should proceed for 2012. The Board developed a basic work program, based in part on pre-existing grant commitments and program desires to further the GCE goals. In aggregate the draft 2012 Budget equals \$500,000 of which \$182,000 in revenue comes from the Better Buildings Grant and \$318,000 in revenue is derived from the Partnership. Once the GCE Board established a base budget, the board then developed an approach to equitably distribute those costs. After several months of discussion and analysis the GCE Board determined that for 2012 they needed a direct and clear way to explain their funding request.

The Board concluded that for 2012 they would utilize two variables to determine a recommendation for Partner cost share: (1) population and (2) energy use in government buildings and fleets. In further discussions it was suggested that for 2012 GCE emphasize population in an attempt to assist the smaller towns. While this approach reduces the funding share for the towns it increases the relative funding share from the County, which the GCE board thought may be an acceptable approach for 2012 due to the relatively healthy financial condition of the County. The GCE Board wishes to make clear that future cost sharing will likely change as financial conditions for the Partners change, especially for the County.

The following table summarizes the recommended cost share for each Partner.

**GCE Recommended Cost Share by Partner**

<b>Partner</b>	<b>Funding</b>
Garfield County	\$155,000
Silt	\$ 11,000
Rifle	\$ 38,000
Parachute	\$ 6,000
New Castle	\$ 15,000
Glenwood Springs	\$ 43,000
Carbondale	\$ 24,000
RFTA	\$ 20,000
Library District	\$ 5,000
<b>Total</b>	<b>\$317,000</b>

The cost share for Partners without a clearly defined population base (RFTA, Library District and in the future perhaps CMC) was developed by comparing utility energy use (electric and natural gas) and placing them in a cost area consistent with other partners.

**Request:** The GCE Board request is two-fold:

1. The GCE Board recommends adoption of the attached IGA; and
2. The GCE Board requests the Partners consider the above funding request for your 2012 budget.



## Memorandum

**TO:** John Hier, City Manager  
Honorable Mayor and Council  
**FROM:** Frank Shaw, Public Works Superintendent  
**DATE:** January 11, 2012  
**RE:** Purchase of Street Sweeper

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The Rifle 2012 budget includes funds (\$220,000) for purchase of a new street sweeper.

We have evaluated three-wheeled street sweepers. They are available in two styles, waterless, and a model that uses a water spray.

The waterless models can be more effective because they can be operated year-round. The three-wheeled sweepers provide a better turning radius feature which is helpful in the Central Business District.

There are only a few vendors in the state who sell street sweepers. There is only one vendor in the state which sells three-wheeled, waterless street sweepers. We recently learned that the Town of Carbondale solicited bids for a sweeper that is identical to the model we are seeking to purchase. The bids they received are as follows:

Faris Machinery	Pelican Waterless	\$186,050
Macdonald	Global M3	\$179,275
Intermountain	Tymco 600	\$161,550

We are requesting that the City of Rifle waive the normal bid requirements (Sec. 4-3-80) of the purchasing codes, and allow staff to negotiate with equipment providers which had the lowest bids for the Town of Carbondale or who can provide a three-wheeled, waterless sweeper.

Please note that we expect to request several options that Carbondale did not purchase, including the following:

- Dual side brooms
- Left hand side broom tilt
- Right hand side broom tilt



- Midwest auto lube
- Hydraulic level and temperature shutdown
- Air conditioner
- Conveyor stall alarm
- Main broom hour meter/odometer
- Pelican Service manual
- Lifeliner hopper system (provides lifetime warranty)
- (2) Rear fenders and back-up lights
- (1) Beacon and guard
- (2) Mirrors heated and motorized
- CD radio with AM/FM and map lights
- RH Bostrom air ride high back cloth seat
- Engine block heater
- Hydrant wrench
- Pelican 2<sup>nd</sup> year parts and labor warranty

We believe that by negotiating we will have the opportunity to obtain better pricing, especially for the accessories.

I plan to attend the January 18<sup>th</sup> Council meeting to discuss this request with you.

Sincerely,



Frank Shaw  
Public Works Superintendent

*UTILITY DEPARTMENT  
INTEROFFICE MEMO*



**TO:** City Council; John Hier, City Manager

**FROM:** Dick Deussen, Director of Utilities *DD*

**DATE:** January 11, 2012

**RE:** Plan for Removing Sludge from the SWWTP

---

The State (CDPHE) has requested a plan for removing biosolids from the first lagoon at the South Wastewater Treatment Plant (which contains the majority of Biosolids, estimated at 4 feet deep). They have agreed, as well as Jim Duke, that the material contains only minimal amounts of heavy metals and is acceptable for composting.

As you are aware, City Staff has been working for over a year and has removed Biosolids from the last three of the four lagoons. Our scheme at the last lagoon included pumping groundwater from under the lagoon liner, removing wet sludge with a leased long-arm backhoe and air drying in a 100 by 100 foot area near the lagoon. This was not working satisfactorily, especially during the monsoon season and would have taken a very long time to complete the work. The owner of the ski lake, near the plant, requested CDPHE to get involved to determine if the work was being performed adequately, hence the request from CDPHE for a plan and schedule. We agreed, with CDPHE's approval, to close down the work during the winter, prepare a plan and begin work again in the spring.

Tetra Tech, who has experience in preparing these types of plans, has submitted a proposal, attached, to prepare and obtain approval from CDPHE for the City to remove Biosolids from the last lagoon. They would also provide assistance in obtaining grants, if available, for the project.

The cost for this plan is estimated at \$17,428 (time and expense with a not to exceed maximum) and funds are available from the 2012 budget under line item 329-4326-400-721 in the amount of \$40,000. Of this amount, \$15,000 was reserved for a CNG conversion kit for our new vehicle, which is now being paid for by a grant making these funds available for this conversion. The remainder can be from professional studies. Please approve this work by Tetra Tech.



## Dick Deussen

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**From:** Peterson, Robert [Robert.Peterson@dphe.state.co.us]  
**Sent:** Monday, November 07, 2011 12:08 PM  
**To:** David Gallegos; bob.peterson@state.co.us  
**Cc:** Dick Deussen; Bobby O'Dell  
**Subject:** RE: Accutest e-Hardcopy 2.0 Report D29031: South Pond #1 One Time Test

The analytical testing indicates that metals concentrations are moderately low. Therefore I believe that the dewatering area constructed to dewater sludge from pond #1 does not pose an immediate concern for impact to shallow groundwater quality.

I understand that you are requesting acceptance of the material with Jim Duke at the West Rifle composting facility. If the material meets his acceptance criteria then the path forward is moderately well defined, i.e., dewatering of sludge will not be necessary.

Please provide me with a brief description of the plan forward including certain details about activities such as: the sludge will be removed by vacuum truck (or however it will be done), sludge will be removed from the dewatering area and pond #1, plan for disposal of sludge, plan for management of liquid waste, plan for synthetic liner management/disposal, plan for closing of the dewatering area. Please include the estimated schedule for these activities.

Thanks. call me with any questions..

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

**From:** David Gallegos [<mailto:dgallegos@rifleco.org>]  
**Sent:** Thursday, November 03, 2011 3:44 PM  
**To:** [bob.peterson@state.co.us](mailto:bob.peterson@state.co.us)  
**Cc:** Dick Deussen; Bobby O'Dell  
**Subject:** FW: Accutest e-Hardcopy 2.0 Report D29031: South Pond #1 One Time Test

Bob,

Attached you will find the results from Accutest Laboratories on the metals that were ran for the south pond here in rifle. Jim Duke didn't believe any farther testing was needed for his operation, however if you want more testing please let me know. This information was also given to Jim Duke. Thank you for your time, please call me with any questions, concerns or suggestions.



Mr. Dick Deussen, P.E., Diplomate AAEE  
City Engineer  
City of Rifle  
202 Railroad Ave  
Rifle, CO 81650

December 13, 2011

Reference: Rifle – South Wastewater Treatment Plant Lagoon Decommissioning Plan Agreement to Provide Consulting Services

Dear Mr. Deussen:

This letter and the attached General Provisions can serve as our Agreement for the referenced project. Tetra Tech will provide the Scope of Services listed below. Tetra Tech will invoice monthly, at the rates shown on the attached rate sheet. Expenses will be invoiced at cost plus 10% to cover insurance and handling.

#### **SCOPE OF SERVICES:**

Tetra Tech proposes the following Scope of Services to assist the City of Rifle (City) in establishing a plan to decommission the South Wastewater Treatment Plant (WWTP) lagoon (the east lagoon), including removing and disposing of all remaining sludge currently in the lagoon. Tetra Tech understands the City desires to perform as much of the work as possible using in-house staff and City-owned equipment.

#### **Task 1: Kickoff Meeting/Plant Tour**

Tetra Tech will attend an on-site kickoff meeting with the City. This task will include a site visit to develop a first-hand assessment of the current conditions in the lagoon and the surrounding area, as well as collecting the necessary information from the City to initiate development of the Decommissioning Plan.

#### **Task 2: Sample Analysis and Solids Characterization**

Tetra Tech will outline a sampling and testing plan to assist the City in characterizing the total quantity and composition of the sludge to be removed (i.e. solids concentration, heavy metals concentration, etc.). Tetra Tech will analyze the resulting data, which will be considered in development of the Decommissioning Plan.

#### **Task 3: Develop Draft Decommissioning Plan and Schedule**

Prior correspondence with Robert Peterson, at the Colorado Department of Public Health and Environment (CDPHE), indicates minimal concern for groundwater impacts. In an email sent

from Robert Peterson to Dave Gallegos on Monday, November 7, Robert states...“The analytical testing indicates that metals concentrations are moderately low. Therefore, I believe that the dewatering area constructed to dewater sludge from pond #1 does not pose an immediate concern for impact to shallow groundwater quality”.

Tetra Tech will develop the Draft Decommissioning Plan with input from the City. This plan will be prepared for submission to the CDPHE for approval. The sludge from the existing lagoon will be transported to the West Rifle Composting Facility, operated by Jim Duke of Cacaloco, where it will be stabilized. After Cacaloco accepts the sludge, Cacaloco will assume all responsibility for final sale/disposal of the stabilized biosolids produced by the composting facility.

The Decommissioning Plan will include a description of the procedures involved in the following activities:

- Removal of sludge from the lagoon (i.e. vacuum truck)
- Dewatering of sludge on-site prior to hauling to the compost facility
- Groundwater dewatering
- Plan for disposal of sludge
- Plan for management of liquid waste
- Plan for synthetic liner management/disposal
- Plan for closing the dewatering area

Tetra Tech understands the City would like to commence work in the spring of 2012. The Decommissioning Plan will include an estimated schedule for completion of the work. The proposed plan may include rental of specialized equipment and/or inclusion of third-party contractor(s). The extent of external measures will depend on the City’s equipment availability and the number of staff-hours City staff can contribute to the effort. A second site visit has been included under this task to coordinate the details of the Decommissioning Plan.

Tetra Tech will provide the Draft Decommissioning Plan and Schedule for the City to Review. Tetra Tech will also request preliminary comments from the CDPHE at this time.

#### **Task 4: Develop Final Decommissioning Plan and Schedule**

Tetra Tech will address all comments from the City and the CDPHE and will prepare a Final Decommissioning Plan and Schedule.



### **Task 5: Funding Assistance**

As part of this Scope of Work, Tetra Tech will provide assistance in obtaining available funding for the project through CDPHE grants and/or the Department of Local Affairs (DOLA).

### **EXCLUSIONS:**

The Scope of Services discussed previously consists of the entirety of the project. Items not specifically included in the Scope of Services are excluded from this project. Such supplemental services could include, but not be limited to, the following items:

- Sample collection and laboratory testing costs
- Site visits in addition to the kickoff meeting
- Permitting efforts
- Engineering specifications
- Design documents

### **FEE:**

Tetra Tech will complete the above mentioned Scope of Services for a fee of \$17,428. Our preference with relatively small projects is to use a lump sum contracting approach to minimize internal accounting and billing costs. However, if a lump sum fee is not acceptable to the City, then a time and materials billing arrangement, with a contract maximum amount of \$17,428, can also be used. This estimate includes travel expenses for the kickoff meeting discussed above.

You may indicate your acceptance of these provisions by signing where indicated below and returning a copy for our files. If you have any questions regarding this Agreement, please contact me directly.

Very truly yours,  
Tetra Tech, Inc.

Michael R. Rothberg, P.E.  
Executive Vice President, Engineering and Architecture Services



Attachments: General Provisions  
Rate Sheet

ACCEPTED BY: CITY OF RIFLE

By \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

# Price Proposal

## Rifle South WWTP Lagoon Decommissioning Project

Assisting the City to Develop a Plan to Decommission the South WWTP Lagoon

Submitted to: City of Rifle (Attn: Dick Deussen)

Labor Plan	
3 Labor Resources	

Price Summary / Totals	
Task Pricing Totals	17,428
Specify Add'l Fees on Setup	0
Technology Use Fee	
<b>Total Price</b>	<b>17,428</b>

Contract Type: T&M

### Project Phases / Tasks

Project Phases / Tasks	Schedule			Work Days Off	Work Days	Total Labor Hrs	Labor Plan			Technology Usage*	Labor Rate Esc.	Labor	Subs	Travel	Mat'l's & Equip	ODCs	Task Pricing Totals
	From	Thru	Months				Sr. Project Manager (Mark Maxwell)	Project Engineer 1 (Bob Lonergan)	Sr. Project Administrator (Cheryl Stewart)								
<b>Project Management</b>						<b>16</b>	<b>8</b>	<b>8</b>	<b>-</b>								<b>2,840</b>
Kickoff Meeting/Plant Tour						16	8	8									2,840
<b>Sampling Plan and Data Analysis</b>						<b>12</b>	<b>1</b>	<b>10</b>	<b>1</b>								<b>1,623</b>
Develop Sampling Plan						6	1	5	1								838
Review and Analyze Data						6	1	5									785
<b>Decommissioning Plan and Schedule</b>						<b>64</b>	<b>5</b>	<b>56</b>	<b>3</b>								<b>9,665</b>
Correspondence with CDPHE						5	1	4									1,560
Site Visit						8		8									1,080
Prepare Draft Decommissioning Plan						28	2	24	2								3,890
Prepare Draft Schedule						7	1	6									920
Prepare Final Decommissioning Plan						14	1	12	1								1,945
Prepare Final Schedule						2		2									270
<b>Funding Assistance</b>						<b>23</b>	<b>3</b>	<b>18</b>	<b>2</b>								<b>3,300</b>
Correspondence with CDPHE and DOLA						3	1	2									490
Assistance Completing Funding Applications						20	2	16	2								2,810
<b>Totals</b>						<b>114</b>	<b>17</b>	<b>92</b>	<b>6</b>								<b>17,428</b>

### Pricing by Resource

## PUBLIC WORKS

## INTEROFFICE MEMO

**TO:** City Council; Mr. John Hier, City Manager

**FROM:** Rick Barth, City Engineer

**CC:** Dick Deussen

**DATE:** 1/6/12

**Re:** Intake and Dike repairs update and sole-source requests

This is just to follow up with our progress on the necessary intake repairs that were discussed in November. At that time, you approved the transfer of monies to purchase large diameter rock. Below are updates on various elements to get this job off the ground. The only potential hang up I see at this point is the third bullet item. All other items are progressing nicely and are not anticipated to cause any delay.

- We are nearing a contract with the consultant AquaTerra Services, LLC, a respected riverine hydraulic professional in this valley. We are requesting a sole-source contract of NTE \$15,000 for this for the following reasons (proposal letter attached):
  - Time to conduct a bid process is short
  - Expertise of the consultant in riverine construction in both work and policy/permit issues warrants
- The Corps of Engineers have been notified and quite helpful in coordinating efforts between us, LaFarge and United, all of whom have repairs to do on this stretch of the river. We have been instructed to provide an “emergency permit”, which has been submitted and we anticipate Corps approval by mid-January.
- Mr. Bill Bailey has thus far not been too receptive to allowing us access through his property to get down to the river to clear out the intake area. A letter requesting access and offering a lease agreement has been written by Jim Neu. We await the response.
- It is anticipated that construction will commence no later than early February with AquaTerra as primary construction manager using a select primary operator (Sierra Construction Services) for the rock setting. Similar to the consultant sole-source, we request approval for the selection of this contractor as well in an amount of NTE \$35,000 (proposal letter attached) due to riverine expertise and familiarity with AquaTerra.
- Of the \$40,000 you approved for the purchase of rock, we have spent \$30,000 at this time, keeping a little in reserve to acquire more rock as needed once construction begins. The reality is we simply do not have enough resources to buy the rock we need to fully do the job, but we have a good start and I need to keep monies in reserve to pay to place the material, acquire agreements with neighbors, etc. We will know early in construction how much more rock we may need and how the cost outlays will look. We have targeted some locations for additional material acquisition.
- A Colorado River District grant is available and will be applied for in January to help offset some of the costs. It is possible this grant could provide \$30,000 to \$40,000 and review of the grants is scheduled for February. Mike Braaten has reviewed the draft for good measure.

## John Hier

---

**From:** Rick Barth  
**Sent:** Thursday, January 05, 2012 3:04 PM  
**To:** John Hier  
**Cc:** Dick Deussen; Brian Prunty; James S. Neu  
**Subject:** Intake costs

John,

Right now we have \$110,000 still budgeted for intake issues. \$10,000 from the cannibalized \$40k council approved in November. \$100k that Dick budgeted earlier.

I have reserved up to \$15k for consultant fees, which they plan to adhere to with the understood scope. Leaving \$95k.

Estimate is \$35k for the specialty contractor work.

This leaves around \$60k for everything else, our crews or rented equipment, additional material which we will likely need, or if the work scope expands (which is possible. Until we dig, we do not know really what we are dealing with in the river).

It is possible we need to pay Bailey for access (Jim mentioned \$5k). If that does not work out, we could easily spend \$10k-\$20k just to build a road out to the point bar in the river (in part wasting material we desperately need that we would need to replace). Additional material at \$17 per ton (Daryl Meisner has some or Michael Johnson some more at \$600/truck).

So, we would need approval for up to \$15k for consultant, \$35k for contractor.

Because the amounts are pretty small, Dick and I were fine with waiving performance bonding and material bonding. They bring no material to the project.

Jim has given me draft contracts that I have sent to the consultant so he can start preparing himself and the specialty contractor.

Thanks,

Rick L. Barth, P.E.  
Rifle City Engineer  
970-665-6559

## PUBLIC WORKS

## INTEROFFICE MEMO

**TO:** City Council; Mr. John Hier, City Manager

**FROM:** Rick Barth, City Engineer

**CC:** Dick Deussen

**DATE:** 1/6/12

**Re:** Intake and Dike repairs update and sole-source requests

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# **PROPOSED SCOPE OF WORK TO ASSIST THE CITY OF RIFLE WITH EMERGENCY REPAIRS AND BANK STABILIZATION ASSOCIATED WITH A MUNICIPAL WATER COLLECTION SYSTEM ON THE COLORADO RIVER**

**JANAURY 10, 2012**

## **Background**

The Colorado River experienced a prolonged period of competent discharge in Water Year 2011. Near the City of Rifle, among the more pronounced channel changes include the loss of a dike and capture of a the Chambers pit, significant bank loss along other commercial properties and permitted gravel operations, marked sedimentation and change in channel compartment, partial loss of the dike protecting the water supply pond for the City of Rifle and loss of clear-water flow across the City of Rifle water intake structure. It is unlikely the dike protecting the City's water pond, and potentially the intake structure itself, will survive another substantially competent runoff event. Given the short timing, a marked lack of available funds and the complexity of the problem, the City Engineer has requested assistance from individuals experienced with the application of practical fluvial geomorphology and specialty contractors that regularly work in such environments. AquaTerra Services, LLC, with the assistance of Water Resource Consultants, LLC, and Sierra Excavating, Inc. (the consultant team), proposes to perform the following tasks to assist the City of Rifle in providing the best repair possible to the existing gravel dike and to improve the volume and velocity of freshwater flow past the City water intake.

## **Scope Of Work**

The following approach for remediation is based on seven site reviews conducted in November and December of 2011, and January of 2012. While conceptual plans for wholesale restoration of a three river-mile reach have been discussed, timing, budget and material availability preclude any such considerations. In fact, it is unlikely the protective

dike can be stabilized to professional satisfaction under the given financial constraint. As such a tentative compromise plan has been formulated and consists of:

1. Mobilizing two relatively new 200 series excavators.
2. ~~Mobilizing one 30-ton 6-wheel rock trucks.~~
3. Utilizing the tracked excavators to remove sequential portions of the existing dike top width to create a stable working platform closer to the anticipated toe of slope.
4. Utilizing a City tracked excavator to remove accumulated gravel from the river and place into the rock truck for transport to the working area on the dike.
5. Utilizing City crews to drive the rock trucks and to drive a City front-end loader to deliver alternating loads of angular basalt and river gravel to the working area on the dike.
6. Once a semblance of a stable toe slope component is established, work will proceed on establishing an initial upper slope component. City crews will then take over the remaining work tasks required to establish a dike section similar to that provided in the USACOE 404 permit.
7. The work will proceed from the vicinity of the City water intake downstream. Work will take place in sections and proceed in the downstream direction until the end of the project area is reached or budget constraints force a stop to the work, whichever occurs first.
8. It is acknowledged and understood by all parties that the above described work outline may not prove possible and that significant modification to the work plan may be required, and will be determined by site conditions encountered. Current geometry of the toe slope is agreed upon to be a hidden condition and initial work will concentrate on establishing a work platform and determining those initial conditions to the extent possible. In this respect, it is also acknowledged and understood that conditions along the toe of the existing dike are likely to change and that the work plan will continually adjust to those conditions as they are discovered.
9. Lastly, it is agreed upon that Sierra Excavating, Inc., and its associated heavy machinery is available to remain on-site at the request of the City of Rifle and to continue to work on the project as conditions and funds allow. Sierra Excavating, Inc. is also available for consultation to City crews should that need arise.

## **Invoicing**

AquaTerra Services, LLC, Water Resource Consultants, LLC and Sierra Excavating, Inc., will invoice the City of Rifle in accord with the terms and conditions established and

AQUATERRA SERVICES, LLC  
PROPOSED SCOPE OF WORK TO ASSIST THE CITY OF RIFLE WITH EMERGENCY REPAIRS AND BANK  
STABILIZATION ASSOCIATED WITH A MUNICIPAL WATER COLLECTION SYSTEM ON THE COLORADO RIVER

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agreed upon in the Contract(s) for the work (attached as Addendum A and Addendum B). Costs for AquaTerra Services, LLC and Water Resource Consultants, LLC shall not exceed a total of \$15,000. Costs for Sierra Excavating, Inc. will be based on time and materials at a rate of \$130/hr for each of the two excavators and ~~\$75/hr for the 30-ton rock truck~~. Any consulting advice provided by Sierra Excavating, Inc., provided after their heavy construction contribution, will be invoiced at an hourly rate \$40/hr.

The initial estimate of total fees for this contract is \$50,000 with the above understood conditions and scope.

# Manager's Report

January 12, 2012

City staff have been busy preparing plans for 2012 projects and programs. Those will be outlined in the annual report which will be published by end of January.

Programs and projects underway include:

## Water Plant

Staff are continuing to work on design issues. We have also reviewed financing options and will be discussing those at the January 18<sup>th</sup> work session.

## Chamber of Commerce Advertising Agreement

An agreement has been drafted by myself and Jim Neu for advertising services with the Chamber of Commerce. It has been placed on the January 18<sup>th</sup> City Council Agenda.

## Planning Department

The Planning Department will soon be initiating work with Charlier and Associates, regarding the Downtown Transit Oriented Development and Market Feasibility studies. This will include the partial design of West 2<sup>nd</sup> Street from Railroad Avenue to West Avenue.

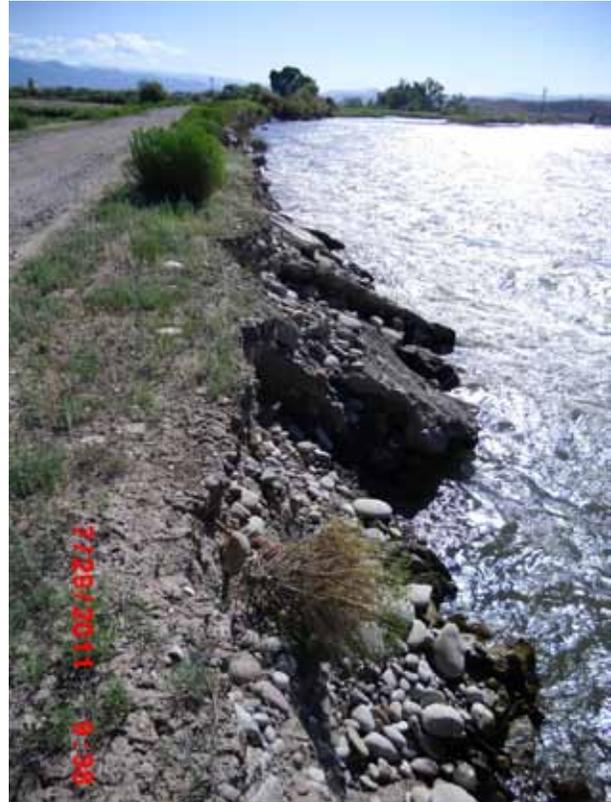
It is my hope that we can move this project forward in an expeditious manner as we have monies budgeted for construction on West 2<sup>nd</sup> this year, and it will make a great connection with the library plaza and the theater project.

## Rifle Pond Dike Repairs

Rick Barth has been working on a plan to strengthen the Rifle Pond Dike, which was damaged from last year's flooding.

The work will involve placing equipment (large trackhoe) into the river. Access to the riverbed is an issue, and it would be advantageous if the

City can obtain permission from the adjacent property owner (Bill Bailey) to access the riverbed from his property. I have been in discussion with Mr. Bailey regarding an access easement, but to date have not received a response.



## Chamber of Commerce State of City

The Chamber of Commerce will be hosting the annual State of the City Banquet on February 9<sup>th</sup> at the Grand River Hospital ballroom. Our staff has reserved a number of reservations. Please let Kristy know if you plan to attend.

In summary, I expect 2012 to be a year of planning and maintenance, with a few smaller capital projects (Water Plant excepted).

It will be a busy year, and our staff are all busy preparing for it.

Sincerely Yours,

John Hier



## MEMORANDUM

**To:** City Manager Hier, Mayor Miller and City Council  
**From:** Mike Braaten, Government Affairs Coordinator  
**Date:** January 12, 2012  
**Re:** Staff Report for January 18, 2012 Council Meeting

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### **Rifle Bucks Final Report**

The Rifle Bucks program closed on January 6, 2012. The final report shows that 2,332 of the 3,000 Rifle Buck coupons that were printed were used – or a 78 percent return rate. Reimbursement requests were received for 34 different Rifle Businesses. The City budgeted \$65,000 to implement the 2011 Rifle Buck program. Program expenses included \$46,640 for coupon reimbursement, \$2,331.50 for radio and print advertising and \$369 for printing and graphic design work for a grand total of \$49,340.50 (leaving \$15,659.50 of the program budget unspent).

This was the first year that the City printed the coupons instead of printing them in the newspaper and staff was unsure of the return rate. Given approximately 22 percent of the coupons went unspent, staff will revisit the number of coupons to be printed when planning the 2012 Rifle Buck program.

### **Legislature Back in Session – 130+ bills introduced on opening day**

The Colorado General Assembly came back into session on Wednesday, January 11<sup>th</sup> and over 130 bills were introduced on the first day of the session. Staff is reviewing the proposed legislation and will have a verbal report to City Council at their meeting on January 18.

### **Boettcher Grant Request for Ute Theater under development**

The City has been invited to apply to the Boettcher Foundation's Arts and Culture Capital Grant Program for the Ute Theater renovation. The application will be nearly identical to the successful grant application submitted to the Gates Family Foundation last year, however, with minor project cost updates and whatever new information can be garnered from the preliminary engineering currently underway at the Theater. Boettcher staff suggested a \$50,000 request; however, due to modifications in their Foundation procedures, they expect to award more than the requested amount to meritorious projects in regions in which they have been less active in the recent past. The application is due Feb. 1 2012.

### **Coordinated Grant Application under development with Cacaloco Compost to State of Colorado**

Staff is working with Jim and Kathy Duke, DBA Cacaloco Compost, to submit a joint funding request for a piece of needed equipment for their composting operation to the State of Colorado, Department of Public Health and Environment, Recycling Resources Economic Opportunity Fund Grant Program. Funding for this program is derived by a small surcharge on the tipping fees at Colorado landfills. The application due date is March 2, 2012, however, additional steps are required to be met prior to the submission date.

### **Staff Meeting with Bill Barrett Corp. reps regarding the Draft Resource Management Plan and Draft Environmental Impact Statement for the Colorado River Valley Field Office**

Staff recently met with a representative from the Bill Barrett Corporation to discuss BBC's concerns with the BLM's Draft Resource Management Plan (currently in public comment phase). Specifically, their concern was that, among other issues and as drafted, the preferred alternative selected by the BLM was not the most favorable to their company or industry in general. Staff is awaiting BBC's representative to follow-up with specific concerns and supporting materials. If provided, this information will be shared with City Council at a later date. Unless an extension is granted, public comments for the RMP/PEIS are due to the BLM by 1/17/2012. The City is a cooperating agency with the BLM, but has not been extensively involved in this RMP update.