



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

City Hall
City Council Chambers
202 Railroad Avenue
Rifle, CO

Cablecast Live on
Comcast Channel 10

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

**REGULAR MEETING
May 2, 2012**

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

- 6:00 P.M. Main Street Program Candidacy Discussion (Mike Braaten)
- 6:30 P.M. Colorado Department of Transportation Relinquishment of Highway 13
Entrance (Mike Braaten)

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

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

- 7:00 p.m. 1. Regular Meeting Call to Order and Roll Call
- 7:03 p.m. 2. Consent Agenda – consider approving the following items:
- A. Minutes from the April 18, 2012 Regular Meeting
 - B. Stipulation, Agreement, and Order with respect to liquor license of Wal-Mart Superstore
 - C. Accept Findings of Fact, Conclusions of Law and Recommendation of the Hearing Officer, dated April 18, 2012, with respect to liquor license of Sports Corner
 - D. Intergovernmental Agreement with Garfield County Regarding Mosquito Control
 - E. Set public hearing for El Kora Mexican Restaurant liquor license transfer application

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. Proclamation – Older Coloradans Month – May 2012 (Mayor Miller)
- 7:20 p.m. 6. Consider Amendment to School Resource Officer Agreement with
Garfield Re-2 School District (Daryl Meisner)
- 7:30 p.m. 7. Consider accepting Colorado River District grant (Rick Barth)
- 7:40 p.m. 8. Receive report on Highway 13/Railroad Avenue improvements (Rick
Barth)
- 7:55 p.m. 9. Receive report on street overlay improvements (Rick Barth)
- 8:05 p.m. 10. Consider authorizing use of consultant for Energy Innovation Center
(Matt Sturgeon)
- 8:20 p.m. 11. Administrative Reports
 - A. City Manager X^! à Report
 - B. Other Reports
- 8:30 p.m. 12. Comments from Mayor and Council
- 8:40 p.m. 13. Executive Session - Conference with City Attorney for the purpose of
receiving legal advice on specific legal questions under CRS 24-6-
402(4)(b) (Jim Neu)

**WORKSHOP 9:00 P.M.
CONFERENCE ROOM**

9:00 P.M. Water Treatment Plant Discussion (John Hier)

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

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





Colorado Main Street

Benefits of Participation in the Colorado Main Street Program: Services provided by the Department of Local Affairs

Service	Description	Candidate	Main Street	Graduate
General Technical Assistance Services				
Main Street Program Liaison	DOLA acts as liaison and facilitates communication between the community, other Colorado Main Streets, Downtown Colorado, Inc., and the National Trust For Historic Preservation Main Street Center.	√	√	√
On-call technical assistance	Provide over the phone or via internet advice and technical assistance as requested by the community, within the scope of available resources and expertise.	√	√	√
Capacity Building	Assist the local program in capacity building efforts, including assisting the program to work with their local governments and other partners. Assistance may include additional meetings with DOLA regional or Main Street staff, foundations, other state agencies or established Main Street Communities or the sharing of best practices.	√	√	√
Fundraising Capacity	Assist the local program in developing fundraising capacity to diversify local budgets. Assistance may include additional meetings with DOLA regional or Main Street staff, foundations, other state agencies or established Main Street Communities, or the sharing of written best practices.	√	√	√
Heritage Tourism Content	As resources permit, develop heritage tourism content for placement on state and local websites.	√	√	√
On-Site Technical Assistance Visits				
Resource Team Visit	For new Main Street programs, conduct a multi-disciplinary technical assistance visit and produce a report meant to serve as a strategic plan for the beginning year(s) of the program.		√	
Candidate Assessment	Conduct an on-site annual review of the Candidate's progress towards becoming a Main Street Community	√		
End-of-Year Assessment	Conduct an on-site annual review of the program's work in the four points and in meeting the national Main Street accreditation criteria.		√	√
Preservation Architect	Access to services of a preservation architect, for façade schematics, assessments, training and in-fill design work.	√	√	√

Training				
Start-Up Visit	On-site visit for development of vision, mission statement, goals, objectives, committee start up and organizational development; includes Main Street 101 training. Conducted at the end of the first year in the Candidate program.	√		
On-Site Training	Conduct on-site training sessions in the community. This could include training for one of the four committees, a facilitated board retreat, or a visioning session to identify goals, objectives and workplans for the organization. This training could also be combined with a training with the historic preservation architect.		√	√
Board/ Manager Orientation	Conduct orientation for new board members and new program managers, either on-site, via webinar, or in Denver.		√	√
Quarterly Managers' Meetings	Hold four quarterly meetings addressing the four points of design, economic restructuring, organization, and promotions for local managers.	√	√	√
Identify Partnerships & Resources				
Facilitate Connection to Resources	Connect local programs with partner services and resources from non-profits, other state agencies, federal agencies, private foundations and for-profit businesses.	√	√	√
Communications				
Colorado Main Street Newsletter	Quarterly newsletter providing Main Street updates, timely tips for local programs, calendars of events, and more.	√	√	√
Publicity	Facilitate and promote ongoing press coverage of the Colorado Main Street Program and its individual local programs.	√	√	√
Sharing Success	Post success stories and testimonials on the DOLA website and share links to the National Trust Main Street Center and other state coordinating programs.	√	√	√
Social Media	Maintain the Colorado Main Street Facebook page to promote the activities of local programs	√	√	√
Other Services				
Resource Materials	Provide access to resource materials on downtown revitalization and specifically organization, design, promotion and economic restructuring.	√	√	√
Quarterly report review	Review quarterly reports, compile reinvestment statistics, and provide guidance and advice.	√	√	√
Bench-marking	Establish benchmarks with the Candidate Program to ensure a successful application	√	√	√
		<p>The above services are provided in part through a generous grant from History Colorado, the State Historic Fund.</p>		

Main Street is a **national movement** that has spanned three decades and taken root in more than 2,000 communities - a movement that has spurred \$49 billion in re-investment in traditional commercial districts, generated an average of \$27 locally for each public dollar invested, led to a net gain of 94,176 new businesses, 417,919 new jobs, and 214,263 building rehabilitations, galvanized thousands of volunteers, and changed the way governments, planners, and developers view preservation.

Becoming a Main Street

Community

Communities who are interested in the Main Street program must first submit a Letter of Intent. Information regarding the process can be found at dola.colorado.gov/MainStreet or contact:

Christy Culp, Community Development Specialist/Main Street Coordinator
303.866.2369
Christy.culp@state.co.us
or
Marc Cittance, Main Street Specialist
303.833-6421
Marc.cittance@state.co.us

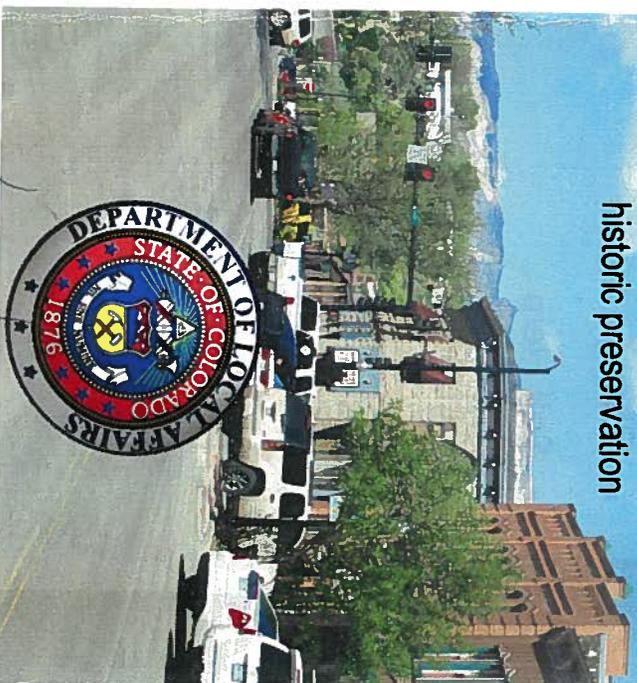
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Colorado

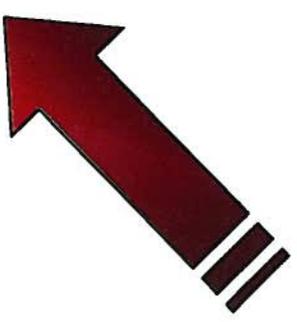
Main Street

Program

Revitalizing traditional downtown districts and promoting economic development within the context of historic preservation



What you need to know



The Main Street program sets out to help communities revitalize traditional downtown districts within the context of historic preservation. The approach used advocates a return to community self-reliance, local empowerment and the rebuilding of central business districts based on their traditional assets – unique architecture, personal service, local ownership and a sense of community.

Organization

Establishing consensus and cooperation by building effective partnerships among all downtown stakeholders and harnessing the energy of community volunteers by directing them to a common goal

Promotion

Creating and marketing a positive image based on the unique attributes of the downtown to improve consumer and investor confidence in the district

The 4-Point Approach

Design

Enhancing the unique visual quality of downtown by addressing all design elements, including historic buildings and pedestrian-oriented design, to create an appealing environment

Economic Restructuring

Strengthening downtown's existing economic assets, fulfilling its broadest market potential and diversifying the economic base



The Colorado Main Street program provides **technical assistance** and services in the four areas of the Main Street Approach® (economic restructuring, design, organization and promotion) to competitively selected communities that are working in historically relevant business district settings and that meet certain threshold criteria.

Colorado Main Street Communities:

- Arvada
- Berthoud
- Brush
- Granby
- Lake City
- Lamar
- Steamboat Springs



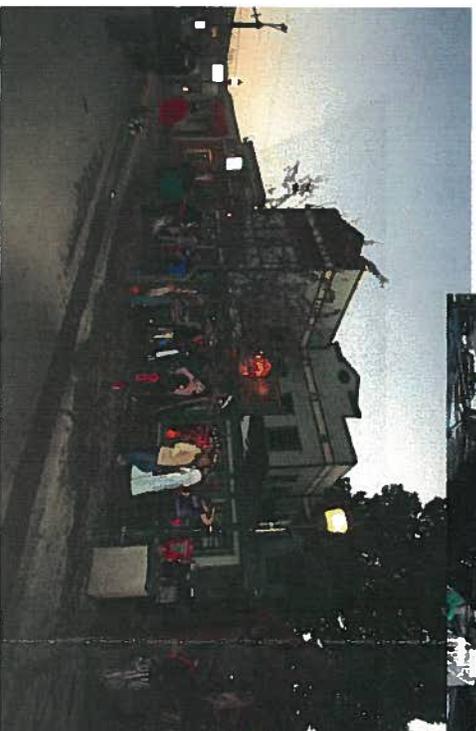
Main Street Candidates:

- Lyons
- Rifle

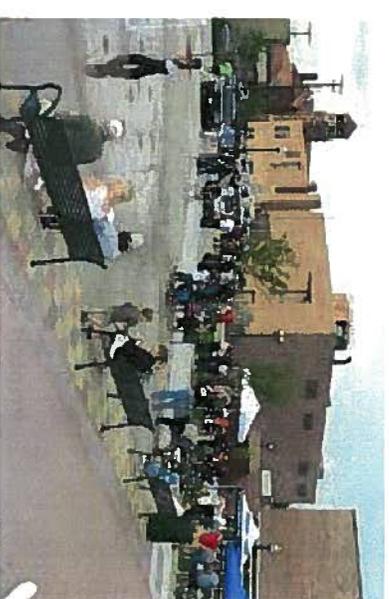


Main Street's **Eight Guiding Principles** provide a comprehensive approach to district and downtown revitalization.

- ◆ Capitalizing on Existing Assets
- ◆ Incremental Change
- ◆ Self Help
- ◆ Action Oriented
- ◆ Quality
- ◆ Comprehensive
- ◆ Public-Private Partnerships



The Colorado Department of Local Affairs (DOLA) manages the Colorado program, which is partially funded by a grant from History Colorado, State Historical Fund. The mission of the Colorado Main Street program is to be a coordinating resource for communities seeking to revitalize their historic downtown commercial districts and to provide technical assistance to communities of all sizes, based on their individual needs.



NOTES: State HWY 13 Relinquishment Discussion with CDOT (by conference call), 3/19/12

Steps to Relinquishment

1. Relinquishment Agreement between City and CDOT (with federal approval due to bridge built with federal money).
2. Survey right of way and agree on ROW Transfer.
 - a. City to hire a professional surveyor (Rick noted that Dick had survey work proposed in this area due to proposed redundant water line over bridge as part of new water plant)
 - b. Surveyor to provide ROW plans and Monumentation
 - c. CDOT estimates approximately 1 month to complete survey work
 - d. Possibility of using CDOT in-house surveyors, but they are swamped.
3. Council Action (Ordinance needed due to public input requirement on relinquishment) required to accept right of way and terms and conditions of relinquishment.
 - a. Terms and Conditions generally include:
 - i. Public utilities exist at no charge in transferred right of way
 - ii. ROW will remain for public transportation purposes only in perpetuity
4. State Transportation Commission considers resolution on relinquishment to Rifle
5. After Transportation Commission approval, CDOT relinquishes agreed ROW through quick claim deed to the City.

CDOT is checking with FEDS on the following items:

1. If relinquished, bridge may not be eligible for federal improvement money.
2. Boat Ramp ROW – checking to see if it can be included in this project (and potentially the entire welcome area), but Feds might require fair market value for transfer.

A few additional points discussed:

1. CDOT maintains bridge super structure
2. Any proposal by the city to “increase weight” – ie: major additions - on the bridge would require CDOT approval, but nothing for restriping, fencing, etc.
3. CDOT views Dike Maintenance as our responsibility already, given we own the ROW at Dike toe.
4. CDOT will change signage on I-70 and Hwy 6, City will be responsible for “off I-70” signs.
5. ROW relinquishment may include the existing park and ride if desired and agreed to.
6. CDOT’s responsibility will include the southernmost bridge joint to I-70 (and regular superstructure maintenance) and Highway 6. Proposal is the City receives the bridge surface and roadway after southernmost bridge joint to the intersection of Hwy 6 and all related ROW.
7. City would be responsible for surface maintenance – sweeping, plowing, restriping and maintenance and resurfacing when needed. Also would require the city to officially take over maintenance of roundabouts (we do this already).

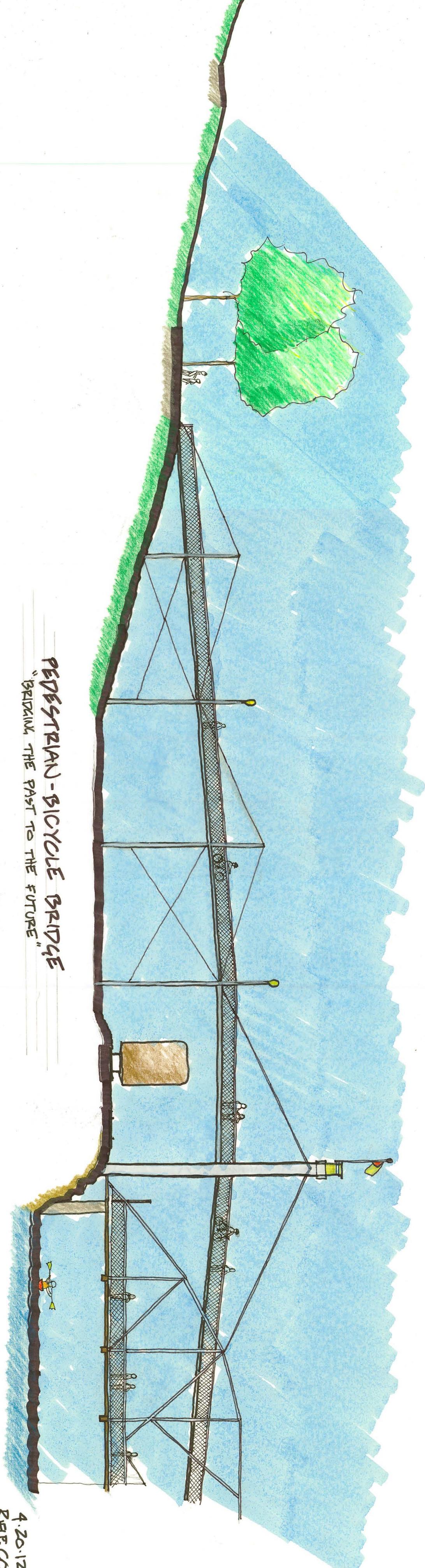
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Pros and Cons of relinquishment for the City

PRO	CON
Limited CDOT involvement in decisions regarding the bridge surface and entrance to Rifle	A recent estimate for a 2 inch asphalt mil and overlay, including traffic control, from southern bridge joint to intersection of 6 th & Railroad avenue is \$200,000. Estimate does not include striping.
Ability to sign entry and roadway as desired – ie: remove over the road trucks from entrance, set speed limits, etc.	Costs: including initial survey work, maintenance, striping, snow removal, signage and pavement management (and being officially responsible for round about maintenance).
Improved recognition of Rifle exit (ie: I70 could say exit Railroad Avenue instead of SH 13) and ability to improve way-finding to Central Business District and everything north of the river.	Potential concern from entry area gas stations or other business if traffic shifts to West Rifle Exit and bypass.
Obtain Park & Ride and potential to advance implementation gateway plan/downtown grid extension, including former Rifle Depot land.	How will CDOT prioritize bridge structure funding in the future if they don't own the road?
Avoid costly right-of-way acquisition process for implementing gateway.	
Establish West Rifle exit as truck route/Hwy 13 access. Officially sign bypass as Hwy 13.	*to move forward, \$3,000 in land survey work needs to be completed beyond the \$10,000 in survey work that needs to be done for the redundant waterline over the bridge (for a total of \$13,000 in survey work).
Ability to improve streetscape/general appearance of the entrance to Rifle without CDOT involvement	
Ability to modify lanes, medians, sidewalk(s), add bike lanes, or other improvements with no or minimal CDOT involvement.	
Increased redevelopment potential at West Rifle exit due redirection of truck and through traffic.	
	*unbudgeted, but funds available in Public Works and Water Funds.







PEDESTRIAN-BICYCLE BRIDGE
"BRIDGING THE PAST TO THE FUTURE"

4.20.12
R.F.R.E., CO

State Highway 285
Frontage Road Abandonment

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made this 15th day of July, 2005, by and between the STATE OF COLORADO for the use and benefit of THE DEPARTMENT OF TRANSPORTATION, whose address is 4201 East Arkansas Avenue, Denver, CO 80222 hereinafter referred to as "the State," "CDOT" or "Grantor", and THE COUNTY OF JEFFERSON, State of Colorado, whose address is 100 Jefferson County Parkway, Golden, CO 80419, hereinafter referred to as the "County," "Local Agency" or "Grantee",

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, this agreement establishes the general provisions for and defines certain responsibilities regarding the abandonment of certain frontage roads along State Highway 285, from CDOT to the County; and

WHEREAS, the State is the owner of highway with associated shoulders and other appurtenances known as US Highway 285, hereinafter "Highway 285", a portion of which is located in the County, and

WHEREAS, Highway 285 is on the State Highway System as defined in §43-2-101, C.R.S., as amended, and is under the ultimate control and supervision of the State; and

WHEREAS, the County is the owner of various county roads which tie into the State's frontage roads, and

WHEREAS, pursuant to §43-2-124, C.R.S, as amended, and the recitals stated above, CDOT and the County both desire for CDOT to abandon all of its ownership and all of its maintenance responsibilities, with certain exceptions pertaining to maintenance as described herein, to the County for certain frontage roads as set forth in the attached legal descriptions (Exhibit A) and the boundary maps for abandoned parcels (Exhibit B) that correspond to the legal descriptions in Exhibit A.

WHEREAS, at their meeting on June 16, 2005 the State Transportation Commission adopted Resolution TC-1351, dated June 16, 2005 which is attached hereto (Exhibit C) and incorporated herein by this reference, which authorized the execution of this Agreement and the abandonment of the frontage roads identified in Exhibits A and B to Jefferson County for its ownership and maintenance thereof, and

WHEREAS, the parties desire to enter into this agreement to establish the conditions of the United States Highway 285 abandonment by the State of specified frontage roads and associated right-of-way and acceptance by the County of the specified frontage roads and associated right-of-way along the United States Highway 285 corridor, and

-WHEREAS, the parties are authorized to enter into this agreement pursuant to the provisions of Sections 29-1-203, 43-1-106, 43-1-110, 43-1-114, and 43-2-144, C.R.S., as amended and pursuant to the attached Commissioners' Resolution (Exhibit D) from the County.

NOW, THEREFORE, IT IS HEREBY AGREED THAT:

I. COMMITMENTS ON THE PART OF THE STATE

1. The State will have passed a resolution allowing for the execution of this Agreement and for the abandonment of the United States Highway 285 frontage road right of way, as referenced in Exhibits A and B, within the County.

II. COMMITMENTS ON THE PART OF THE COUNTY

1. The County will have passed a resolution allowing for the execution of this Agreement and for its acceptance of the State's abandonment of the United States Highway 285 Frontage Road right of way, as referenced in Exhibits A and B within the County. By acceptance of the State's abandonment of this right-of-way, the County will accept this right-of-way, and the improved road system thereon, onto the County's public road system and will also accept the responsibility for maintenance of the frontage roads, subject to the terms and conditions set forth herein.

III. SPECIAL COMMITMENTS OF THE PARTIES

1. DRAINAGE CLEAN OUT - The following drainage structures and/or sediment ponds will remain CDOT's responsibility for clean-out as needed: Kennedy Gulch (Parcel 1AX – 4' x 8' CBC over Kennedy Gulch drainage); and South Turkey Creek (Parcel 2930X – Bridge for South Turkey Creek Road over Turkey Creek drainage).
2. MAINTENANCE OF SIGNING AND STRIPING - Maintenance of all signing and striping will be CDOT's responsibility on US285 and the access points for a distance of approximately 50' measured from the edge of US 285 roadway, consistent with the new right-of-way delineation as depicted on the attached legal descriptions in Exhibit A and the boundary maps for abandoned parcels (Exhibit B).
3. MAINTENANCE OF STRUCTURES - Maintenance of all roadway structures will be CDOT's responsibility, which cross over or under US285 for a distance of approximately 50' in advance of the structure abutment and approximately 25' in advance of underpasses as depicted on the attached Exhibit A and the boundary maps for abandoned parcels (Exhibit B).
4. DRAINAGE STRUCTURES - All drainage structures that are within CDOT's right-of-way, after CDOT's abandonment of the frontage roads to the County as

contemplated herein, will be CDOT's responsibility in terms of inspection, cleaning and replacement, which flow either parallel to or under US285, or which collect drainage within CDOT's roadway template. In addition, as described in further detail in paragraph 8 below, CDOT shall additionally be responsible for the maintenance of the drainage facilities at Double Header Ranch Road, which lie outside of CDOT's remaining right-of-way after the abandonment of the frontage roads to the County as contemplated herein.

5. CDOT ROADWAY MAINTENANCE - CDOT's roadway maintenance responsibilities will be restricted to only the access points to US285 and approximately 50' beyond the access point as noted in Exhibits A and B.

6. COUNTY ROADWAY MAINTENANCE - Except as otherwise expressly stated herein, for all areas conveyed by CDOT to the County, the County shall be responsible for all roadway maintenance. CDOT will continue to maintain its own right of way that remains unchanged in Exhibits A and B. Roadway maintenance is defined, but not limited to, the repairing of potholes, signing, striping, grading, snow removal, guardrail repair, and replacement/reconstruction of the roadway surface.

7. TRAFFIC SIGNALS - The two signals at County Road 73/Kitty Drive and County Road 73/Pleasant Park will no longer be maintained, owned and operated by CDOT. The maintenance, ownership and operation will transfer to the County. All utilities in regards to these signals will be changed to the County's name.

8. DRAINAGE FACILITIES AT DOUBLE HEADER RANCH ROAD - The County shall not be responsible for maintaining the culvert and basin area at Double Header Ranch Road where a long culvert outlets to the south into a sediment basin. This drainage facility will be maintained by CDOT, notwithstanding the fact that it is located on the County's remaining right-of-way, after CDOT's abandonment of the frontage roads as contemplated herein.

9. ACCESS PERMITTING OUTSIDE CDOT RIGHT OF WAY - All existing and future changes to access to the public roads located outside of the new CDOT Right of Way will be under the control of the County. The County will continue to coordinate with

CDOT on any future access changes that may affect the state highway system in accordance with the State Highway Access Code .

10. PRE-AGREEMENT REPAIRS - In anticipation of the conveyance of ownership and maintenance responsibilities from CDOT to the County of the areas specified herein, CDOT has completed a variety of repairs that were mutually agreed upon. All repairs have been completed to the satisfaction of the County, except one, as follows: repair of the Type III guardrail along Double-Header Ranch Road and Brandenburger Drive. This work will be accomplished by CDOT as part of CDOT's next construction project from Foxtan Road to Richmond Hill. This project is scheduled to go to advertisement in June of 2005. The County and CDOT agree that this repair can be deferred so as to incorporate the work into this upcoming construction project.

11. CONIFER TOWN CENTER (LIGHT LANE) INTERCHANGE – The developer of the Conifer Town Center is responsible for the construction of this interchange, bridge structure, and the associated on-and-off ramps that remain inside CDOT right-of-way. Upon completion of this construction in accordance with approved plans and written acceptance by CDOT of the completed improvements, CDOT shall relieve the County of the perpetual maintenance responsibility for the bridge structure and the accompanying on-and-off ramps.

12. FUTURE FRONTAGE ROADS - All future projects which require frontage roads, including but not limited to the next segment from Foxtan Road to Richmond Hill, shall include the above requirements and be abandoned by CDOT and conveyed to the County (with the County accepting maintenance responsibilities as described herein) once construction is complete and accepted by both CDOT and the County. Included in Exhibits A and B are the delineations of the areas therein to be abandoned by CDOT to the County within this next segment from Foxtan Road to Richmond Hill.

13. REVERTER PROVISION – Ownership of the properties to be conveyed as contemplated in this agreement by the Grantor (CDOT) to the Grantee (the County) will revert back to the Grantor if either of the following occurs: (1) the property conveyed ceases to be used as frontage roads for transportation purposes; (2) the Grantor requires the conveyed properties for future expansion of the SH285 corridor; or (3)

CDOT requests that the County convey property back to CDOT as provided for under paragraph 6 of Section IV – General Provisions. The reverter of any property shall be at no cost to the Grantor. Grantee understands that it must immediately surrender the property and convey the property at issue to the Grantor at no cost. This reverter provision shall be included in the conveyance deeds that are contemplated to be issued by CDOT to the County for the abandonment contemplated herein.

IV. GENERAL PROVISIONS

1. This agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied and acknowledged in writing by the parties.
2. This agreement shall commence upon its execution by the parties hereto, and shall continue in perpetuity unless terminated sooner, or revised as to its term, by mutual written consent of both parties. Neither party to this agreement shall assign their rights and obligations under this agreement to any other party. Any such assignment shall be considered null and void. Notwithstanding anything above to the contrary, this agreement and the obligations of the parties hereunder is predicated upon the prior adoption of a resolution of the Transportation Commission, in accordance with the provisions of Section I causing the abandonment of US 285 and a prior adopted resolution by the County Commissioners accepting the abandonment of portions of US 285 in accordance with the provisions of Section II of this agreement.
3. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this agreement. Any provision of this agreement whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other provision in whole or in part shall be valid or

enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this agreement to the extent that the agreement is capable of execution.

4. At all times during the performance of this agreement, the parties shall strictly adhere to all applicable federal and state laws, rules and regulations that have been or may hereafter be established. The signatories hereto aver that they are familiar with 18-8-301, et seq. (Bribery and Corrupt Influences) and 18-8-401, et seq. (Abuse of Public Office), C.R.S., and that no violation of such provisions is present.

5. The signatories aver that to their knowledge, no state employee has a personal or beneficial interest whatsoever in the service or property described herein.

6. The County states that it is possible that its County Commissioners may not make an appropriation necessary to meet a financial obligation created by the covenants and promises herein. The County agrees that CDOT will not be responsible to perform any County obligations in this event. Failure to make a necessary appropriation shall not result in default by the County of this agreement. In the event of any failure by the County to make a necessary appropriation, at CDOT's discretion, CDOT may elect to have all or any portion of the conveyed frontage roads revert back to CDOT for ownership and maintenance, and in such event the County would execute such reconveyance deeds at CDOT's request.

7. To the extent that this agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the agreement, the terms of this agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

8. Each party represents and warrants that it has taken all actions that are necessary or required by internal procedures and bylaws, and applicable law, to properly authorize

the undersigned signatory to lawfully execute this contract on behalf of such party and to bind the party to its terms.

9. Each party under this contract is self-insured under the provisions of the Colorado Governmental Immunity Act, located in §§ 24-10-101 through 24-10-120. Neither party shall require specific insurance or other protection of the other party for any incident related to the performance of the terms of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first above written.

ATTEST:

STATE OF COLORADO
BILL OWENS, GOVERNOR

Douglas W. Bennett
Chief Clerk for Right of Way

By Craig Surace
Executive Director
DEPARTMENT OF TRANSPORTATION

COUNTY OF JEFFERSON, COLORADO

By Welbie Duran
Title: Deputy Clerk

By Jim Congrove
Title: Jim Congrove, Chairman
Board of County Commissioners



Approved as to form:
[Signature]
ASSISTANT COUNTY ATTORNEY

Inter-Governmental Agreement

State Highway 285 Frontage Road Abandonment

**Colorado Department of Transportation
Jefferson County**

Exhibits A and B

Parcel Descriptions and Boundary Maps

Parcel Locations

RP	Parcel #	Project #	Road Name
233.3 L	10X	14942	Blackfoot
233.3 R	7X	14942	Richmond Hill
233.4 L	10AX	14942	Blackfoot
234.0 R	34X	14942	Spring
234.2 L	3537X	14942	Old 285
234.4 R	40X	14942	Wagon Trail
234.6 R	47X	14942	Log Trail
234.7 L	44X	14942	Davidson
234.9 L	5556X	14942	Old 285
235.4 R	4X	11847	Foxtan
235.5 L	1AX	11847	Kennedy Gulch
235.8 R	1124X	11847	Pleasant Park
236.0 R	1819X	11847	CR 73
237.2 L	49REV2X	11847	Barkley
237.2 R	48X2	11847	Aspen
237.3 R	51X	11847	Aspen Park Frontage
237.9 R	73X	11847	Meyer
238.9 L	1AX	11845	S. Turkey Cr. - Meyer Park
238.9 R	1X	11845	S. Turkey Cr. - Meyer Park
239.6 R	810AX	11845	Granzella
240.7 L	2729X	11845	Brandenberger
240.9 R	32X	11845	Windy Pt.
241.7 L	45X	11171	At FD
243.1 L	1516X	11171	Andrea Lane
244.1 L	215X	90040-2	N. Turkey Cr.
244.1 R	219X	90040-2	N. Turkey Cr.
244.9 R	220X	90040-2	Lindbergh
245.6 R	2930X	90040-1	S. Turkey Cr. - Tiny Town
245.9 L	3236X	90040-1	Parmalee Gulch

Inter-Governmental Agreement

**State Highway 285
Frontage Road Abandonment**

**Colorado Department of Transportation
Jefferson County**

Exhibit C

**State Transportation Commission
Resolution**

Resolution Number TC-1351

WHEREAS, US285 together with the adjoining frontage roads from MP 228.749 to MP 246.000 are part of the State Highway System; and

WHEREAS, UNDER Section 43-2-102, Colorado Revised Statutes (C.R.S.), the Colorado Department of Transportation (CDOT) has the responsibility to maintain US285 and the Transportation Commission of Colorado has the responsibility, under Section 43-1-106, C.R.S. to formulate the general policy with respect to such maintenance; and

WHEREAS, the Transportation Commission also has the authority, under Section 43-2-106, C.R.S., to abandon roads which either currently are no longer needed or in the future may no longer be needed as part of the State Highway system; and

WHEREAS, the Transportation Commission received from the Jefferson County Board of County Commissioners a resolution (Exhibit A) that: (1) authorizes the County to enter into an Intergovernmental Agreement (IGA) with CDOT governing the terms and conditions of the abandonment of frontage roads along US285 in the current time frame and in the future as well; and (2) accepts the abandoned frontage roads adjoining US285 as part of the County's public road system; and

WHEREAS, CDOT and Jefferson County have prepared an IGA that addresses the abandonment of the frontage roads adjoining US285 in Jefferson County, with the abandonment to include the abandoned parcel numbers set forth in Exhibits B1 and B2 as contained in the official agenda, and subsequent abandonments to be approved by future resolutions as provided for in the IGA as US285 continues to be improved on a phased basis continuing westerly to the Jefferson County/Park County boundary line;

WHEREAS, approval of the abandonment is conditioned upon the signing of an IGA between Jefferson County and CDOT (Exhibit C) to set forth responsibilities concerning the abandonment; and

WHEREAS, no land owner will suffer damages due to this action provided the County accepts the abandoned frontage roads as part of the County's public road system; and

WHEREAS, as provided for in the IGA, the Conifer Town Center (Light Lane) Interchange consisting of a bridge structure with on-

and-off-ramps that will be constructed in CDOT's US285 right-of-way will, upon completion of this construction with approved plans and written acceptance by CDOT of the completed improvements, become CDOT's responsibility for perpetual maintenance; and

WHEREAS, as provided for in the IGA, with specified exceptions that delineate CDOT's on-going maintenance of certain elements associated with the frontage roads, Jefferson County shall be responsible for all remaining roadway maintenance included, but not limited to, the repairing of potholes, signing, striping, grading, snow removal, guardrail repair, and replacement/reconstruction of the roadway surface; and

NOW THEREFORE BE IT RESOLVED, that the Transportation Commission of Colorado abandons at this time the frontage roads set forth in the Exhibits B1 and B2 as contained in the official agenda, with subsequent abandonment resolutions to be approved as provided for in the IGA as US285 continues to be improved on a phased basis, continuing westerly to the Jefferson County/Park County boundary line.

FURTHER that the Transportation Commission of Colorado accepts the responsibility for CDOT to perpetually maintain the Conifer Town Center bridge structure and on-and-off ramps located within CDOT's right-of-way, upon completion of this construction with approved plans and written acceptance by CDOT of the completed improvements.

I hereby certify that this Resolution Number TC-1351 is a true and exact copy of the resolution adopted by the Transportation Commission of Colorado on June 16, 2005.


JENNIFER WEBSTER, Secretary
Transportation Commission of Colorado

Inter-Governmental Agreement

**State Highway 285
Frontage Road Abandonment**

**Colorado Department of Transportation
Jefferson County**

Exhibit D

**Board of County Commissioners
Resolution**

Commissioner McCasky moved that the following Resolution be adopted:

BEFORE THE BOARD OF COUNTY COMMISSIONERS

OF THE COUNTY OF JEFFERSON

STATE OF COLORADO

RESOLUTION NO. CC05-273

RE: Planning & Development – Highways & Transportation – Inter-Governmental Agreement – Colorado Department of Transportation (CDOT) Regarding Maintenance Responsibilities for US 285 Interchanges and Connecting Frontage Roads

Resolved that the Board of County Commissioners hereby approves an Inter-governmental Agreement (IGA) that defines the following; the county will accept abandoned CDOT parcels for connecting roads to the US 285 corridor, county will assume maintenance responsibilities of the connecting roads identified in the abandoned parcels, and CDOT will own and maintain existing interchanges as well as the future US 285/Light Lane interchange. The Chairman of the Board of County Commissioners is authorized to accept the deeds from CDOT conveying the abandoned parcels to the county.

Commissioner Auburn seconded the adoption of the foregoing Resolution. The roll having been called, the vote was as follows:

Commissioner J. Kevin McCasky	Aye
Commissioner Dave Auburn	Aye
Commissioner Jim Congrove, Chairman	Aye

The Resolution was adopted by unanimous vote of the Board of County Commissioners of the County of Jefferson, State of Colorado.

Dated: June 14, 2005

RIFLE CITY COUNCIL MEETING

Wednesday, April 18, 2012

REGULAR MEETING

7:00 p.m. * Council Chambers

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

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

OTHERS PRESENT: John Hier, City Manager; Lisa Cain, City Clerk; Jim Neu, City Attorney; Jim Bell, Channel 10 Manager; Michael Churchill, Channel 10 Assistant Manager; Dave Gallegos, Wastewater Supervisor; Marsha McCormick, Wastewater Lab Technician; Trish Manuppella, Wastewater Operator; Devin Jameson, Wastewater Operator; Pat Lake, Wastewater Operator; Casey Boren, Collections & Distribution Crew Leader; Brent Cole, Collections & Distribution Crew Member; Roger Schouten, Utility Maintenance Mechanic; Dick Deussen, Utilities Director; Tom Whitmore, Parks Director; Daryl Meisner, Police Chief; Mike Braaten, Government Affairs Coordinator; Charles Kelty, Finance Director; Susan Alvillar; Nancy Bayne; Phil Birchfield; Teresa Cotton; Jim Duke; Gil Frontella; Steve Fuller; Donna Gray; James Herrera; Dick Hewitt; David Ling; Brook Loving; Trudy Lowery; John Martin; Mike McKibbin; Carl Meyer; Jennie Meyer; Ron Milhorn; Petrike Peters; Dick Rhoades; Heidi Rice; Mike Samson; Chuck Silkman; Jim Spehar; John Steele; Nick Swallow; Dennis Webb; Cory Williams; and Leon Wooley.

CONSENT AGENDA - APPROVE THE FOLLOWING ITEMS:

- A. Minutes from the April 4, 2012 Regular Meeting
- B. Stipulations, Agreements, and Orders with respect to liquor licenses of Fiesta Guadalajara, Plaza Liquors, Rifle Brewing Company, Rocky Mountain Liquors, Shale Country Liquors, Thai Chili Bistro, Winchester Nite-Club, and Wing Nutz Bar & Grill
- C. Agreement with KRW Associates, LLC (Fred Rainguet, PhD) for Police Chief recruitment services
- D. 2011 Audit Engagement Letter
- E. Liquor License Renewals: Wing Nutz Bar & Grill; Thai Chili Bistro; Cheermeister
- F. Visitor Improvement Fund Recommendation for Expenditures
- G. Accounts Payable

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

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

Councilor K. Lambert moved to approve Consent Agenda Item G, with the addition of a payment of \$20,526 to Charlier & Associates; seconded by Councilor Sanborn.

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

CITIZEN COMMENTS AND LIVE CALL-IN

A Pioneer Mesa Subdivision resident call to request that the City require CacaLoco to eliminate emission of foul odors from its operation.

Rifle City Council Meeting, April 18, 2012

Steve Fuller expressed respect for the City's stance on the Bureau of Land Management (BLM) Oil Shale Programmatic Environmental Impact Statement (PEIS) and requested that development of oil shale proceed slowly.

Garfield County Commissioners Mike Samson and John Martin commended Council on the City's stance on the BLM Oil Shale PEIS. They noted that Garfield County also deals with impacts from oil shale development, and they hope to encourage the federal government to work with entities affected by those impacts as they move forward with oil shale development.

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

PROCLAMATION – RIFLE WASTEWATER WORKERS RECOGNITION WEEK - APRIL 22 – 28

Mayor Miller read aloud a proclamation honoring workers in the wastewater field, and declaring the week of April 22 – 28 Rifle Wastewater Workers Recognition Week.

Councilor K. Lambert moved to approve the proclamation; seconded by Councilor A. Lambert.

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

Wastewater Department staff members were present to receive the signed proclamation, and Council thanked them for their work.

RECEIVE REPORT ON SENIOR CENTER KITCHEN AND UTILITIES

City Manager John Hier made Council aware of problems that have developed with sewer lines and kitchen equipment at the Senior Center. Staff is obtaining bids for the repair work.

PUBLIC HEARING – SPECIAL EVENT LIQUOR PERMIT – RIFLE MOOSE LODGE #1345

Mayor Miller opened the public hearing and swore in Phil Birchfield representing Rifle Moose Lodge #1345. Mr. Birchfield presented the Lodge's application for a special event permit to provide liquor service at a bullriding event on April 21, 2012, from 6:00 p.m. to 10:00 p.m. at the Garfield County Fairgrounds at 1001 Railroad Avenue. City Clerk Lisa Cain stated that the hearing was properly noticed, the application is complete, and the fees have been paid.

Councilor Carter moved to approve the Special Event Liquor Permit for Rifle Moose Lodge #1345 on April 21, 2012, from 6 p.m. to 10 p.m. at the Garfield County Fairgrounds at 1001 Railroad Avenue; seconded by Councilor Rice.

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

PUBLIC HEARING – SPECIAL EVENT LIQUOR PERMIT – ELKS LODGE – ENCANA KICKOFF

Mayor Miller opened the public hearing and swore in Nancy Bayne, representing BPOE Elks Lodge #2195. Ms. Bayne presented the Lodge's application for a special event permit to provide liquor service at the Encana Kickoff Party on May 4, 2012, from 6:00 p.m. to 8:00 p.m., 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 Winkler moved to approve the Special Event Liquor Permit for BPOE Elks Lodge #2195 on May 4, 2012, from 6:00 p.m. to 8:00 p.m., at the Garfield County Fairgrounds at 1001 Railroad Avenue; seconded by Councilor A. Lambert.

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

PUBLIC HEARING – SPECIAL EVENT LIQUOR PERMIT – ELKS LODGE - RIFLE RENDEZVOUS

Mayor Miller opened the public hearing and swore in Nancy Bayne, representing BPOE Elks Lodge #2195, and Brook Loving, representing Rifle Rendezvous Festival, Inc. Ms. Bayne and Mr. Loving presented the Lodge's application for a special event permit to provide liquor service at the Rifle Rendezvous Festival on May 11, 2012 from 6:00 p.m. to 9:30 p.m., and May 12, 2012 from 6:00 p.m. to 10:00 p.m., 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 Rice moved to approve the Special Event Liquor Permit for BPOE Elks Lodge #2195 on May 11, 2012 from 6:00 p.m. to 9:30 p.m., and May 12, 2012 from 6:00 p.m. to 10:00 p.m., at the Garfield County Fairgrounds at 1001 Railroad Avenue; seconded by Councilor Carter.

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

RECEIVE WEST RIFLE CITIZENS REPORT ON CACALOCO COMPOST OPERATION

Dick Hewitt, Leon Wooley, and Carl Meyer listed issues associated with the CacaLoco compost operation, including little notice before location of the operation, unpleasant odors, complaints from customers, declining property values, flies, vermin, risk of disease from airborne matter, and loss of enjoyment of life.

City Attorney Jim Neu and City Manager John Hier informed Council that staff is seeking an expert to identify the causes of the problems, so the City can determine how to proceed.

RECEIVE UPDATE FROM WILLIAMS MIDSTREAM AND WPX ENERGY

Donna Gray, representing Williams Midstream, and Susan Alvillar, representing WPX Energy, described Williams Midstream's spinoff of WPX Energy on January 1, 2012, and provided an update on the 2 companies' operations.

RECEIVE PROJECT CLOSE OUT REPORT FROM ENNOVATE CORPORATION

Chuck Silkman, Project Director, Ennovate Corporation, provided a closeout report on the Energy Performance Contracting Project.

PROCLAMATION – MUNICIPAL CLERKS WEEK - APRIL 29 – MAY 5

Mayor Miller read aloud a proclamation honoring municipal clerks, and declaring the week of April 29 – May 5 Municipal Clerks Week.

Councilor K. Lambert moved to approve the proclamation; seconded by Councilor Rice.

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

Ms. Cain received the signed proclamation on behalf of herself and Deputy City Clerk Kristy Christensen, and Council thanked them for their work.

**CONSIDER ORDINANCE NO. 10, SERIES OF 2012 - (WATER SERVICE CHARGE AMENDMENTS)
(SECOND READING)**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING APPENDIX A TO THE RIFLE MUNICIPAL CODE REGARDING WATER SERVICE FEES AND AMENDING SECTION 13-4-60 OF THE CODE TO CLARIFY THE CITY'S POLICY ON REVIEWING EQR VALUES FOR EXISTING ESTABLISHMENTS

Mr. Hier noted the following with respect to the City's plans to construct a new water treatment plant. The plant will cost approximately \$25 million dollars. The Colorado Water Resources and Power Development Authority has approved a loan to the City in this amount. The loan will be effective by about the end of April. Operations and maintenance costs for the new plant will be approximately \$2.6 million annually. Debt service costs will be about \$1.6 million annually. Therefore, the total revenue requirement will be \$4.2 million annually. Presently the City service charges generate about \$2.1 million annually.

The City will need to adopt a new rate structure capable of supporting the operations/maintenance costs and the loan debt service. Implementation of a new rate structure can occur later in the year. That will give voters an opportunity to vote on a ½ cent sales tax, should the Council determine that it is appropriate to include a sales tax in the finance plan for the new plant.

The present rates are as follows:

Base Fee	\$18.29 which includes 4,000 gallons
Usage Fee up to 30,000 gallons	\$3.54 / 1,000 gallons
Usage Fee > 30,000 gallons	\$3.81 / 1,000 gallons

Staff has developed a five tier system of rates which range from \$4 / 1,000 gallons of water used to \$8.00 / 1,000 gallons of water used. In each scenario, the first 2,000 gallons of usage (instead of 4,000 gallons, which was proposed in Ordinance 10, Series of 2012, at first reading) is included with the base fee of \$37.00. This is less than the base fee of \$45.00, which was proposed in Ordinance 10, Series of 2012, at first reading.

The proposed fee schedule is as follows:

Base Fee	\$37.00
0 - 2,000 gallons	\$ 0.00 Included in the base fee
2,000—4,000 gallons	\$4.00 / 1,000 gallons
4,000—8,000 gallons	\$5.00 / 1,000 gallons
8,000 — 20,000 gallons	\$7.00 / 1,000 gallons
>20,000 gallons	\$8.00 / 1,000 gallons

Staff proposes that the City enact these rates in two phases. Phase I would be as follows:

Base Fee	\$30.00
0 - 2,000 gallons	\$ 0.00 Included in the base fee
2,000—4,000 gallons	\$3.20 / 1,000 gallons
4,000—8,000 gallons	\$4.00 / 1,000 gallons
8,000— 20,000 gallons	\$5.60 / 1,000 gallons
>20,000 gallons	\$6.40 / 1,000 gallons

Phase I rates would be sufficient to provide adequate revenue when combined with a ½ cent sales tax. If the ½ cent sales tax does not receive voter approval, or Council decides not to place such a question to the voters, the second phase of rate increase will be implemented. By including a ½ cent sales tax in the finance plan, the proposed rate increase can be reduced by about 40 percent. Additionally, senior citizens could still be eligible for

a 20 percent rate reduction. Thus, their effective water rate could be only marginally higher than they presently pay.

John Steele asked Council to reject Ordinance Nos. 10 and 11, Series of 2012, citing an increase in his water bill that would occur. He suggested developing a raw water irrigation system using City reserves, instead of making what he believed was a hasty decision to build a new water treatment plant. He noted that raising rates could decrease consumption, resulting in a lack of sufficient revenues to make the payments on the loan that Ordinance 11 would authorize. He informed Council that he would propose a referendum on Ordinance 11. He also observed a conflict that he perceived between the need to conserve and the requirement to keep street trees irrigated. He questioned why operations and maintenance costs would be higher at a new plant than they are at the existing plant.

David Ling questioned the need for a state of the art water treatment system in the current sluggish economy. He cautioned Council about tying enterprise funds to a sales tax. He urged Council to re-examine the feasibility of using raw water for irrigation before taking action on Ordinance Nos. 10 and 11, Series of 2012.

Councilor Sanborn moved to table Ordinance No. 10, Series of 2012; seconded by Councilor Winkler.

Gil Frontella suggested that the City develop a raw water irrigation system, instead of building a new water treatment plant. He said the City ought not to raise water rates while the economy remains sluggish. He chided Council for failing to consult large users, such as himself, before taking this action.

Trudy Lowery expressed concern about the effect of the rate increase on Pioneer Mesa Homeowners Association's landscaping obligations.

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

Councilor K. Lambert moved to approve Ordinance No. 10, Series of 2012, on second reading as presented and to order it to be published in full as required by Charter; seconded by Councilor Rice.

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

CONSIDER ORDINANCE NO. 11, SERIES OF 2012 (APPROVAL OF \$25,500,000 WATER AND POWER LOAN AGREEMENT FOR NEW WATER TREATMENT PLANT) (SECOND READING)

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

Mr. Hier and Mr. Neu informed Council that the City has received two loan agreements from the Colorado Water Resources and Power Development Authority. These agreements need to be approved by Council to formalize the loan for the new water treatment plant. One agreement is for \$2 million at 0% interest and the second agreement will have an interest rate based upon the State's sale of bonds. The City's plant design had enough

“green” components to qualify for the state loan program which offers zero percent interest rates for a portion of the loan. Proposed Ordinance No. 11, Series of 2012, would approve the agreements.

David Ling noted that building a new water treatment plant would result in use of “reverse osmosis quality” water for irrigation and other uses for which such high quality water is unnecessary. He urged Council to explore other options.

Councilor Rice moved to approve Ordinance No. 11, Series of 2012, on second reading as presented and to order it to be published in full as required by Charter; seconded by Councilor A. Lambert.

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

CONSIDER CANCELLING APRIL 25 SPECIAL MEETING; CONSIDER APPROVING COMMENTS ON BUREAU OF LAND MANAGEMENT OIL SHALE PROGRAMMATIC ENVIRONMENTAL IMPACT STATEMENT

Government Affairs Coordinator Mike Braaten presented draft comments on the BLM Oil Shale PEIS. The comments support the industry, but ask that impacts be addressed. Council suggested strengthening the implication that research and development should occur before production occurs. Council also suggested changing “full-blown commercial development of oil shale will likely have similar impacts to our community and region” to read “full-blown commercial development of oil shale may have similar impacts to our community and region.”

Councilor Winkler moved to approve comments on the BLM Oil Shale PEIS as amended and to cancel Council’s special meeting scheduled for April 25, 2012; seconded by Councilor A. Lambert.

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

ADMINISTRATIVE REPORTS

Mr. Hier reported to Council on the following issues: safety improvements on Highway 13; Spring Cleanup; New Ute Theatre; employee evaluations; community meetings on water treatment plant; and water line break.

COMMENTS FROM MAYOR AND COUNCIL

Councilor A. Lambert congratulated Mike McKibbin on attaining the publisher position at the Citizen Telegram.

Councilor Rice was disturbed by the number of liquor license violations that resulted in Item B on tonight’s Consent Agenda. With respect to a referendum on the water treatment plant legislation, he noted that he has heard many comments from citizens about the need to improve Rifle’s water quality.

Councilor Carter said that Rifle High School will show a mock DUI film to students on April 19 at 2 PM, and the public is welcome to attend.

Councilor K. Lambert encouraged the public to participate in the downtown design workshop activities occurring this week.

Meeting adjourned at 10:10 p.m.

Lisa H. Cain
City Clerk

Jay D. Miller
Mayor

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

STIPULATION, AGREEMENT, AND ORDER

IN THE MATTER OF: WAL-MART SUPERSTORE #5232

LICENSE NO. 17-11

This AGREEMENT between the City of Rifle Liquor Licensing Authority (the "Authority") and Wal-Mart Superstore #5232, whose address is 702 SW 8th Street, Dept. 01-8916, Bentonville, AR 72716-6209 ("Licensee"), is offered for the purpose of settlement of the matters detailed in the Order to Show Cause and Notice of Hearing attached hereto as Exhibit A (hereinafter "Notice"). The above-named parties submit and agree as follows:

1. The facts and allegations contained in the Notice are true and accurate.
2. Licensee shall be subject to a nine (9) day suspension of its 3.2 Off Premises Liquor License as a penalty for its violation of the Colorado Liquor Code as set forth in Section 1 of this Stipulation and Agreement, including three (3) days of active suspension and six (6) days of suspension to be held in abeyance for a period of one (1) year from the date of approval of this Agreement by the Authority, pending no further violations of the Colorado Liquor Code during this period.
3. Licensee has filed a written petition to the Authority in accordance with C.R.S. §12-47-601(3) and Section 6-5-100(i) of the Rifle Municipal Code ("RMC") requesting that the Licensee be allowed to pay a fine in lieu of active suspension. The petition supports the following:
 - A. That the public welfare and morals will not be impaired by permitting the Licensee to operate during the period set for suspension and that the payment of the fine will achieve the desired disciplinary purpose; and
 - B. That the books and records of the Licensee are kept in such a manner that the loss of sales of alcohol beverages that the Licensee would have suffered had the suspension gone into effect can be determined with reasonable accuracy therefrom; and
 - C. That the Licensee has not had his or her license or permit suspended or revoked by the Authority, nor had any suspension stayed by payment of a fine to the Authority, during the two years immediately preceding the date of the complaint or request as

described in RMC Section 6-5-100(a) which has resulted in a final decision to suspend the license or permit.

4. The parties agree that the fine imposed shall be equivalent to twenty percent (20%) of the Licensee's estimated gross revenues from sales of alcohol beverages during the period of the proposed suspension; but that said fine shall not be less than two hundred dollars (\$200.00) nor greater than five thousand dollars (\$5,000.00). In accordance with the authorized active suspension described in Paragraph 2, the full amount of the fine imposed shall be

Lil - \$ 200.00 .

5. The Authority may grant such stays of the proceedings as are necessary for it to complete its investigation and make findings as required herein.

6. Payment of any fine accepted in lieu of having a license or permit suspended shall be in the form of cash, certified check or cashier's check. Said funds shall be deposited into the general fund of the City of Rifle. Upon receipt of the fine, the Authority shall enter an order permanently staying the imposition of the suspension. If the Authority does not make the findings required under Section 3 and does not order the suspension permanently stayed, the suspension shall go into effect on the date finally set by the Authority.

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

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

CITY OF RIFLE LIQUOR
LICENSING AUTHORITY

WAL-MART SUPERSTORE #5232

By _____
Title _____

By *[Signature]*
Title Store Mgr.

Date _____

Date 4/12/12

APPROVED and ORDERED this ____ day of _____, 2012.

Exhibit A

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

ORDER TO SHOW CAUSE AND NOTICE OF HEARING

IN THE MATTER OF:

Wal-Mart Superstore #5232
Attn: Kyle Fogarty
702 SW 8th Street
Dept. 01-8916
Bentonville, AR 72716-6209

License No. 17-11

WHEREAS, it has been made to appear to the City Council of the City of Rifle, Colorado, acting as the City of Rifle Local Licensing Authority, that upon review of Rifle Police Department Report No. 11R7702 and Rifle Municipal Court Case No. CR-2011-00092, probable cause exists to believe that Wal-Mart Superstore #5232, 702 SW 8th Street, Dept. 01-8916, Bentonville, AR 72716-6209 did violate the Colorado Liquor and Beer Code, specifically Section 12-47-901(5)(a)(I), C.R.S., and Section 10-8-70 of the Rifle Municipal Code, in that on the 12th day of July, 2011, said Licensee, acting through its agent, Manual Urban, did sell alcoholic beverages to a person under the age of twenty-one (21) years.

NOW THEREFORE, YOU ARE HEREBY ORDERED to appear before the City of Rifle Liquor Licensing Authority Hearing Officer, on April 12, 2012 at 11:00 am, at the Rifle City Hall, 202 Railroad Avenue, Rifle, CO 81650 to show cause, if any you have, why your 3.2 Off Premises Liquor License should not be suspended or revoked, or, in the alternative, fines imposed pursuant to Section 6-5-100 of the Rifle Municipal Code.

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

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

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

BY ORDER OF THE CITY OF RIFLE LIQUOR LICENSING AUTHORITY

Dated: 3-21-12



CITY OF RIFLE LIQUOR LICENSING
AUTHORITY



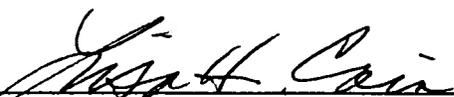
Lisa Cain, Rifle City Clerk

CERTIFICATE OF SERVICE

I hereby certify a true and correct copy of the foregoing Order to Show Cause and Notice of Hearing was hand delivered and/or placed in the United States Mail at Rifle, Colorado, certified mail, return receipt requested, on the 22nd day of March, 2012, addressed as follows:

Wal-Mart Superstore #5232
Attn: Kyle Fogarty
702 SW 8th Street
Dept. 01-8916
Bentonville, AR 72716-6209

Wal-Mart Superstore #5232
Attn: Kevin Steward, Manager
1000 Airport Road
Rifle, CO 81650



Lisa Cain, Rifle City Clerk

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

IN THE MATTER OF:

Jeffrey H. Day
dba Sports Corner
Attn: Jeffrey Day
100 W. Third Street
Rifle, CO 81650

License No. 12-11

**FINDINGS OF FACT, CONCLUSIONS OF LAW AND RECOMMENDATION
OF THE HEARING OFFICER**

This matter came before the undersigned on April 12, 2012 for an evidentiary hearing on the Order to Show Cause issued by the City of Rifle Local Licensing Authority ("the Licensing Authority") in the matter of the Liquor License of Jeffrey H. Day dba Sports Corner. Mr. Day appeared in person, the Licensing Authority was represented by Angela Roff, Esq., and the City Council of the City of Rifle was represented by Cassia Furman, Esq., and the City of Rifle Clerk Lisa Cain. Having heard the testimony of witnesses and having reviewed the exhibits and relevant authorities, the undersigned hereby makes the following findings of fact, conclusions of law, and recommendation.

BACKGROUND

The Licensing Authority issued an Order to Show Cause and Notice of Hearing to Jeffrey H. Day dba Sport Corner, License No. 12-11 ("the Licensee") requiring the Licensee to appear and demonstrate why his tavern liquor license¹ should not be suspended or revoked. The Order to Show Cause stated that probable cause existed to believe that, on June 10, 2011 through his agent Jamie Allen, the Licensee violated the Colorado Liquor and Beer Code, specifically Section 12-47-901(1)(a.5)(I) of the Colorado Revised Statutes, and Sections 10-8-30 and 10-8-70 of the Rifle Municipal Code.

APPLICABLE LAW

Section 12-47-901(1)(a.5)(I) of the Colorado Revised Statutes and Section 10-8-70 of the Rifle Municipal Code state, in relevant part, that it is unlawful for a liquor licensee to sell or serve alcoholic beverages to any person under the age of 21 years.

Section 10-8-30 of the Rifle Municipal Code states, in relevant part, that it is unlawful for a liquor licensee holding a tavern liquor license to permit or allow persons under the age of 21 years to be present on the premises.

¹ The Licensee holds a tavern liquor license which allows the Licensee to sell alcoholic beverages by the drink for consumption on the premises. See C.R.S §12-47-412(a).

FINDINGS OF FACT AND CONCLUSIONS OF LAW

At the hearing, the Licensing Authority presented the testimony of Officer Kirk Wilson, Officer Nicolas Flaten, Sarah Webster and Jamie Allen as well as numerous exhibits. The Licensee cross-examined the Licensing Authority's witnesses and testified himself.

Officer Kirk Wilson, City of Rifle Police Department, testified that at approximately 2:00 a.m. on June 11, 2011, he had contact with a Mr. Thompson Reavis. Mr. Reavis provided Officer Wilson with his Colorado Driver's License showing a date of birth of October 17, 1990, making him 20 years old. The Officer observed that Mr. Reavis was very intoxicated. Mr. Reavis voluntarily stated to Officer Wilson that he had been drinking alcoholic beverages, specifically 6 beers and 5 shots, at Sports Corner on the evening of June 10, 2011 and that he had not been asked for identification by the bartender. Later that morning, Officer Wilson obtained a written statement from Mr. Reavis indicating the same facts. (See Exhibit 2.) Officer Nicolas Flaten was on duty with Officer Wilson and testified similarly.²

Sarah Webster testified that she met Mr. Reavis at Sports Corner on the evening of June 10, 2011. She testified that she arrived at approximately 9:00 p.m. with her friends. She did not know Mr. Reavis before that evening and was not aware of his age. Mr. Reavis was already present when she entered Sports Corner and Mr. Reavis purchased alcoholic beverages for her and her friends during the evening. Ms. Webster testified that she left around closing time, took her friends home, and came back to give Mr. Reavis a ride to the hotel where he was staying. During cross-examination by the Licensee, Ms. Webster reviewed the video tapes of the evening from Sports Corner and identified Mr. Reavis on the tapes.

Officers Wilson and Flaten also testified that Jamie Allen, then an employee of Sports Corner, was the bartender on duty the evening of June 10, 2011. On June 12, 2011, Officer Flaten served Ms. Allen with a summons citing her with allowing a person under the age of 21 years to enter into the Sports Corner premises and for serving alcoholic beverages to a person under the age of 21 years in violation of Sections 10-8-30 and 10-8-70 of the Rifle Municipal Code. (See Exhibit 4.) Ms. Allen testified that she subsequently pleaded guilty to these charges in Rifle Municipal Court.

In his defense, the Licensee attempted to establish that Mr. Reavis provided Ms. Allen with fraudulent identification. Section 10-8-30 (d) of the Rifle Municipal Code creates an affirmative defense to a violation of that section if the licensee can prove by a preponderance of the evidence that the licensee or its agent required the minor to exhibit identification prior to entry into the establishment and that the proof of age was fraudulent.

On cross-examination by the Licensee, Officer Flaten testified that Mr. Reavis was not searched for false identification. Ms. Allen testified that, even though she pleaded guilty to the charges, she was not aware of the identity of the minor and therefore did not know whether she had asked the minor for identification. Upon redirect, however, Ms. Allen admitted that she could not affirmatively state that she had asked Mr. Reavis for identification. Mr. Day testified that he had reviewed the video tapes of the

² Pursuant to Section 1-7-30 of the Rifle Municipal Code, the undersigned finds that the oral statements of Mr. Reavis to Officers Wilson and Flaten and the written statement of Mr. Reavis may be considered proof to support a factual finding as a statement against interest under the Colorado Rules of Evidence. See C.R.E. 804(b)(3). Further, these statements are consistent with the testimony of Ms. Webster, the video tape from Sports Corner, and the Officers' direct observations.

evening of June 10, 2011 and believed that he saw Mr. Reavis being asked for identification. Mr. Day, however, could not identify the relevant portion of the tape to be played at the hearing. The only pieces of evidence presented at the hearing of whether Mr. Reavis was asked for identification, therefore, are Mr. Reavis's oral statement to Officers Wilson and Flaten and his written statement saying that he was not "carded." (See Exhibit 2.) Accordingly, the Licensee did not meet his burden of proof to show that Mr. Reavis was asked for identification and then provided false identification.

Mr. Day also testified that he and his employees at Sports Corner work very hard to follow the law and that it is difficult for his employees to determine whether identification is fraudulent. While Mr. Day's testimony on this issue was undisputed, the offenses charged are strict liability offenses. See, e.g., R.M.C. §10-8-30 (c) and §10-8-70(a). No intent or negligence on the part of the Licensee is required to prove the violations charged; the act itself is enough.

Considering all the evidence presented in light of the applicable law, the undersigned makes the following findings of fact and conclusions of law:

- 1) Thompson Reavis was under the age of 21 years on June 10, 2011.
- 2) Thompson Reavis was present on the premises of Sports Corner for several hours on the evening of June 10, 2011;
- 3) Jamie Allen was an employee of the Licensee and working as a bartender at Sports Corner on June 10, 2011;
- 4) Jamie Allen served numerous alcoholic beverages to Thompson Reavis at Sports Corner on the evening of June 10, 2011.
- 5) The Licensee holds a tavern liquor license which allows the Licensee to sell alcoholic beverages by the drink for consumption on the premises. See C.R.S §12-47-412(a).
- 6) The Licensee is legally accountable for the acts of Jamie Allen as an employee. See, e.g., R.M.C. §10-8-30 (b) and §10-8-70(a).
- 7) Accordingly, the Licensee violated Section 12-47-901(1)(a.5)(I) of the Colorado Revised Statutes and Sections 10-8-30 and 10-8-70 of the Rifle Municipal Code.

RECOMMENDATION

The undersigned recommends that Jeffrey H. Day dba Sports Corner be found in violation of Section 12-47-901(1)(a.5)(I) of the Colorado Revised Statutes and Sections 10-8-30 and 10-8-70 of the Rifle Municipal Code. For a first offense where the violation of selling alcoholic beverages to a minor was detected by a regulatory compliance check, the Colorado Liquor Code suggests a range of sanctions from a written warning to up to 15 days suspension. See Reg. 47-604, 1 C.C.R. 203-2. Here, because the undersigned believes that these violations are of a more serious nature in that they involved a minor actually being served numerous alcoholic beverages, the undersigned recommends adopting the Licensing Authority's requested sanction of 9 days suspension with 3 of those days served and 6 days held in abeyance for a period of one year provided that there are no further violations during the one year period.

Dated this 18th day of April, 2012.


Barbara L. Clifton
Hearing Officer

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was mailed, postage prepaid, on the 18th day of April 2012 to the following:

Jeffrey H. Day
dba Sports Corner
Attn: Jeffrey H. Day
100 West Third Street
Rifle, CO 81650

Cassia Furman, Esq.
Lisa Cain
City of Rifle
202 Railroad Avenue
Rifle, CO 81650

Angela Roff, Esq.
817 Colorado Avenue, Suite 202
Glenwood Springs, CO 81601



A handwritten signature in cursive script is written above a horizontal line.



COUNTY ATTORNEY'S OFFICE

108 8th Street, Suite 219
Glenwood Springs, CO 81601
Tele: (970) 945-9150
Fax: (970) 384-5005

April 5, 2012

John Hier, City Manager
City of Rifle
Box 1908
Rifle, CO 81650

Re: 2012 IGA – Mosquito Control

Dear Mr. Hier,

Enclosed, please find one (1) full copy and (6) copies of the signature page of the 2012 Intergovernmental Agreement for Mosquito Control for your review, consideration and submittal to your City Council for authorization for the Mayor to execute.

After execution by the Mayor and the City Clerk, please return one (1) fully executed IGA and six (6) additional executed signature pages to the address in the letterhead, "Attention: Mary Lynn Stevens."

Once this office receives all of the signature pages from all entities and after signature by the Chairman of the Board, you will be sent a fully executed original for your files.

If you have any questions, please do not hesitate to contact this office.

Sincerely,

MARY LYNN STEVENS
PARALEGAL / OFFICE MANAGER

MLS
Attachments (IGA – 6 signature pages)

cc: Steve Anthony, Director, Vegetation Mgmt.

INTERGOVERNMENTAL AGREEMENT FOR MOSQUITO CONTROL - 2012

THE PARTIES to this Intergovernmental Agreement for Mosquito Control ("IGA") are the **BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, STATE OF COLORADO**, (hereinafter referred to as "County"); the **CITY OF GLENWOOD SPRINGS, STATE OF COLORADO**, (hereinafter referred to as "Glenwood"); the **TOWN OF CARBONDALE, STATE OF COLORADO**, (hereinafter referred to as "Carbondale"); the **CITY OF RIFLE, STATE OF COLORADO**, (hereinafter referred to as "Rifle"); the **TOWN OF SILT, STATE OF COLORADO**, (hereinafter referred to as "Silt"); the **TOWN OF NEW CASTLE, STATE OF COLORADO**, (hereinafter referred to as "New Castle"); and the **TOWN OF PARACHUTE, STATE OF COLORADO**, (hereinafter referred to as "Parachute").

WHEREAS, the parties to this IGA are authorized by Section 29-1-201, et seq., C.R.S., as amended, to provide for joint funding and cooperation to provide services and functions which each is otherwise lawfully authorized to provide; and

WHEREAS, the parties to this IGA desire to cooperate in funding and making available a County-wide mosquito control and education program; and

WHEREAS, a coordinated effort by the County and the municipalities within the County will permit a more effective mosquito control and education program and specifically will aid control of the mosquito species responsible for the spread of West Nile Virus.

NOW, THEREFORE, in mutual consideration of the premises and the covenants and promises set forth below, the parties to this IGA agree as follows:

1. **PROJECT.** The Project that is the subject of this IGA is a comprehensive integrated larval and adult mosquito control program, on public and private property throughout Garfield County that will be designed specifically for Garfield County and the municipalities by an independent contractor. The Project will provide surveillance, identifying mosquito breeding habitats and areas with high numbers of mosquito larvae and adults, with an emphasis on Culex mosquitos. Surveillance will include the use of GIS mapping technology. The Project will include the use of chemical pesticides for adult and larval mosquito control in a manner safe to citizens, the environment and pets. Chemical applications will only be done when the elected officials of each pertinent jurisdiction, or their designated staff member, determine that mosquito levels have reached a threshold that poses a public health risk. Each jurisdiction is responsible for working with the Contractor to

insure that their jurisdiction is in compliance with the Federal Clean Water Act and the Colorado Discharge Permit System as administered by the Colorado Department of Public Health and Environment. The independent contractor will also provide community outreach and public education.

2. PROJECT COSTS. The cost for the entire Project that is the subject of this IGA shall not exceed One Hundred Thirty-Five Thousand One Hundred One Dollars and Fourteen Cents (\$135,101.14), with each town and city contributing the amounts set forth below for a total contribution of Thirty-Nine Thousand Seven Hundred Dollars (\$39,700.00) of the Project Cost. The remainder will be contributed by the County for the thirty-four (34) square miles of service area outside of the municipalities.

3. COUNTY RESPONSIBILITIES. The County shall be the coordinating entity and the contracting and fiscal authority for the Project. The County's responsibilities shall include the creation of the Request For Proposals ("RFP"), management of the RFP process, selection of the contractor and management of the contract. The County shall also continue its leadership role in the functioning of the informal West Nile Working Group. The County shall pay an amount not to exceed Ninety-Five Thousand Four Hundred One Dollars and Fourteen Cents (\$95,401.14) of the total Project Cost of One Hundred Thirty-Five Thousand One Hundred One Dollars and Fourteen Cents (\$135,101.14).

4. GLENWOOD SPRINGS RESPONSIBILITIES. Glenwood Springs shall be responsible for payment to the County of \$4,200.00.

5. CARBONDALE RESPONSIBILITIES: Carbondale shall be responsible for payment to the County of \$5,600.00.

6. RIFLE RESPONSIBILITIES: Rifle shall be responsible for payment to the County of \$15,300.00.

7. SILT RESPONSIBILITIES: Silt shall be responsible for payment to the County of \$3,500.00.

8. NEW CASTLE RESPONSIBILITIES: New Castle shall be responsible for payment to the County of \$4,600.00.

9. PARACHUTE RESPONSIBILITIES: Parachute shall be responsible for payment to the County of \$6,500.00.

10. PARTY RESPONSIBILITIES: All parties to this IGA shall cooperate with and assist the independent contractor chosen by the County to perform the work of the Project.

11. REMEDIES. If any of the cities or towns, identified in Paragraphs 4 through 9 above, fail to perform their payment obligation(s), the County may assume responsibility for the defaulting payment(s), and all other obligations of this IGA shall remain in full force and effect.

12. CONTRACT AWARD. The contract anticipated to define the Scope of Work needed for the Project shall be awarded by Garfield County pursuant to the terms of its Procurement Manual. The Notice to Proceed may be awarded prior to the payment obligations of the municipalities and towns being met.

13. INDEMNIFICATION. The parties acknowledge each is subject to the constitutional prohibitions against indemnification in Colo. Const. art XI, § 1. Neither can indemnify the other.

Nothing herein shall be interpreted as a waiver of governmental immunity to which each party would otherwise be entitled under Section 24-10-101, et seq., C.R.S., as amended.

14. APPROPRIATION. This IGA is contingent upon appropriation and budgeting for the costs required for the Project. Should any party fail to appropriate or have available sufficient funds to pay for the costs of its obligations set forth herein, this IGA shall be considered of no force or effect, except to the extent that the County has assumed the obligations of another party, as set forth herein.

15. EFFECTIVE DATE. This IGA shall be effective January 1, 2012 through December 31, 2012, no matter the date of execution.

16. AMENDMENT. This IGA may be amended by the parties solely through a written agreement signed by each.

17. FACSIMILES AND COUNTERPARTS. This IGA may be signed in counterparts, and facsimile signatures may be substituted for original signatures.

18. GOVERNING LAW. The laws of the State of Colorado shall govern the validity, performance and enforcement of this IGA. Venue for any action instituted pursuant to this IGA shall lie in Garfield County, Colorado.

19. AUTHORITY. Each person signing this IGA represents and warrants that said person is fully authorized to enter into and execute this IGA and to bind the party represented to the terms and conditions hereof.

20. NOTICE. All notices required under this IGA shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses of the parties set forth below. Notice addresses may be changed without amendment to this IGA.

Notice to County: Board of County Commissioners
Attn: County Manager
108 8th Street, Suite 213
Glenwood Springs, CO 81601
Phone: (970) 945-9150
Fax: (970) 384-5005

Notice to Glenwood: City of Glenwood Springs
Attn: City Manager
101 W. 8th St.
Glenwood Springs, CO 81601
Phone: 384-6400

Notice to Carbondale: Town of Carbondale
Attn: Town Manager
511 Colorado Avenue
Carbondale, CO 81623
Phone: (970) 963-2733
Fax: (970) 963-9140

Notice to Rifle: City of Rifle
Attn: City Manager
202 Railroad Avenue
P.O. Box 1908
Rifle, CO 81650
Phone: (970) 625-2121

Notice to Silt: Town of Silt
Attn: Town Administrator
231 N. 7th St., Box 70
Silt, CO 81652
Phone: (970) 876-2353

Notice to New Castle: Town of New Castle
Attn: Town Administrator
450 W. Main
P.O. Box 90
New Castle, CO 81647
Phone: (970) 984-2311

Notice to Parachute:

Town of Parachute
Attn: Town Administrator
222 Grand Valley Way
Box 100
Parachute, CO 81635
Phone: (970) 285-7630

ATTEST:

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

Clerk to the Board

By: _____
Chairman

Dated: _____

ATTEST:

**CITY OF GLENWOOD SPRINGS,
STATE OF COLORADO**

City Clerk

By: _____
Mayor

Dated: _____

ATTEST:

**TOWN OF CARBONDALE
STATE OF COLORADO**

Town Clerk

By: _____
Mayor

Dated: _____

ATTEST:

**CITY OF RIFLE
STATE OF COLORADO**

City Clerk

By: _____
Mayor

Dated: _____

ATTEST:

Town Clerk

**TOWN OF SILT
STATE OF COLORADO**

By: _____
Mayor

Dated: _____

ATTEST:

Town Clerk

**TOWN OF NEW CASTLE
STATE OF COLORADO**

By: _____
Mayor

Dated: _____

ATTEST:

Town Clerk

**TOWN OF PARACHUTE
STATE OF COLORADO**

By: _____
Mayor

Dated: _____



To: Mayor and City Council; John Hier, City Manager
From: Lisa Cain, City Clerk
Date: Thursday, April 26, 2012
Subject: Setting a Hearing to Review a Liquor License Transfer Application

Arturo Saucedo d/b/a El Kora Mexican Restaurant has filed an application to transfer the Hotel & Restaurant Liquor License for premises located at 160 East 26th Street.

Staff has completed the investigation required by Rifle Municipal Code Sec. 6-5-50(b). A hearing date needs to be set to review the transfer application submitted on February 14, 2012.

Staff recommends that we hold this hearing at the Council meeting on June 6, 2012.

Please feel free to contact me at 665-6405 if you need additional information.

Thank you.

Report Criteria:

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

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1003						
Action Shop Services, Inc						
	RI33640	TRIMMER	04/06/2012	45.05	.00	
	RI33798	SCISSOR LIFT, GENIE	04/20/2012	70.00	.00	
	SI65777	CHAIN LOOP	03/26/2012	87.12	.00	
	SI66164	BIKE TRIMMER	04/18/2012	449.95	.00	
Total 1003:				652.12	.00	
1009						
B & B Plumbing, Inc						
	1270	COPPER	03/21/2012	289.55	.00	
Total 1009:				289.55	.00	
1010						
B & H Sports						
	AATO13001-A	SCOREBOOK BASEBALL	04/17/2012	141.50	.00	
Total 1010:				141.50	.00	
1018						
Valley Lumber						
	66012	JOIST HANGER	04/05/2012	15.99	.00	
	66079	PREEN GARDEN WEED PREVE	04/06/2012	149.95	.00	
	66217	4 TINE MANURE FORK	04/11/2012	65.98	.00	
	66294	VALVE BALL SCH40	04/12/2012	38.46	.00	
	66329	HEX HD SHEET MTL SCREW	04/13/2012	4.14	.00	
	66331	ACE HIS-VIS TAPE	04/13/2012	8.49	.00	
	66332	SLOTTED ANGLE	04/13/2012	9.99	.00	
	66343	PREEN GARDEN WEED PREVE	04/13/2012	119.96	.00	
	66392	SAW BLADE 14 CUT-OFF META	04/16/2012	13.98	.00	
	66401	SLOTTED ANGLE	04/16/2012	88.10	.00	
	66402	HEX SELF DRILL	04/16/2012	35.03	.00	
	66404	DECK SCREW	04/16/2012	10.15	.00	
	66420	8D DUPLEX NAIL	04/16/2012	27.50	.00	
	66421	DEWALT COMBO KIT	04/16/2012	549.00	.00	
	66423	145 MAGNESIUM FLOAT	04/16/2012	23.99	.00	
	66424	PVC SCH 40 ML	04/16/2012	2.98	.00	
	66426	DEEP SOCKET	04/16/2012	135.38	.00	
	66447	PISTOL GRIP REBAR TIE TOOL	04/17/2012	129.31	.00	
	66472	NELSON SPRINKLER	04/17/2012	6.87	.00	
	66491	SAFETY SNAP	04/17/2012	51.78	.00	
	66506	PINE	04/17/2012	17.33	.00	
	66549	NEUTRAL GAL	04/18/2012	35.99	.00	
	66588	MACHINE BOLT	04/19/2012	2.50	.00	
	66589	METAL GRINDING WHEEL	04/19/2012	17.24	.00	
	66636	RUBBING BRICK	04/20/2012	14.99	.00	
	66723	HIGH TEMP BITUTHENE	04/23/2012	115.00	.00	
Total 1018:				1,690.08	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1022						
Central Distributing Co						
	905265	HEALTHCARE GLOVES	04/09/2012	181.09	.00	
	905484	Supplies	04/11/2012	104.21	.00	
	906115	Supplies	04/18/2012	523.15	.00	
	906118	Supplies	04/18/2012	278.62	.00	
	906119	Supplies	04/18/2012	54.09	.00	
	906704	Supplies	04/25/2012	206.70	.00	
Total 1022:				1,347.86	.00	
1055						
Columbine Ford, Inc						
	042412	2013 FORD	04/24/2012	32,819.35	32,819.35	04/25/2012
	111742	HANDLE	04/05/2012	32.71	.00	
	111856	FILTER	04/12/2012	22.07	.00	
	111857	MOTOR ASY	04/12/2012	62.90	.00	
	111924	V BELT	04/18/2012	30.52	.00	
	215849	REPAIR ENGINE	04/18/2012	368.78	.00	
Total 1055:				33,336.33	32,819.35	
1062						
Dana Kepner Company						
	1358700	TOUCHCOUPLER	04/13/2012	176.54	.00	
Total 1062:				176.54	.00	
1065						
Dodson Engineered Products Inc						
	155269	EXTENSION KIT	03/26/2012	714.37	.00	
	155504	WT PIPE	04/05/2012	1,647.00	.00	
Total 1065:				2,361.37	.00	
1070						
Federal Express Corp						
	7-830-29178	SHIPPING	03/22/2012	8.60	8.60	04/20/2012
	7-837-88597	SHIPPING	03/29/2012	40.00	40.00	04/20/2012
Total 1070:				48.60	48.60	
1083						
Youth Zone						
	033112	ASSES & RECOMM/EDMOND/C	03/31/2012	1,500.00	.00	
Total 1083:				1,500.00	.00	
1087						
Grainger						
	9802181546	RELAY MINI	04/13/2012	13.90	.00	
Total 1087:				13.90	.00	
1094						
Hy-way Feed & Ranch Supply						
	524094	POLARIS	04/18/2012	71.18	.00	
	525421	POLARIS	04/12/2012	35.59	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1094:				106.77	.00	
1097						
Johnson Construction Inc						
	122211 PO637	RIFLE Plaza PO 637	12/22/2011	71,182.75	.00	
	209043	MOB TRACKHOE	04/05/2012	28,110.00	.00	
Total 1097:				99,292.75	.00	
1105						
Meadow Gold Dairies						
	50209415	DAIRY PRODUCTS/SENIOR CT	04/12/2012	111.61	.00	
Total 1105:				111.61	.00	
1108						
Mountain Clear Bottled Water						
	295819	BOTTLED WATER/WW	03/22/2012	15.75	.00	
	6884 030712	BOTTLED WATER	03/07/2012	210.00	.00	
Total 1108:				225.75	.00	
1110						
Napa Auto Parts						
	041712	Transmission Fluid Exchanger	04/17/2012	3,799.00	.00	
	221487	FUEL FILTER	03/26/2012	15.69	.00	
	222017	FUSE HOLDER	03/29/2012	11.96	.00	
	222905	BLOWER MOTOR RESISTOR	04/04/2012	37.96	.00	
	223099	OIL FILTER	04/05/2012	277.39	.00	
	223269	MAINT LOG BOOK	04/06/2012	71.80	.00	
	223304	EYE WASH	04/06/2012	14.99	.00	
	223310	OIL FILTER	04/06/2012	66.55	.00	
	224096	AIRFILTER	04/11/2012	126.01	.00	
	224097	10-30 OIL	04/11/2012	86.40	.00	
	224099	SHOVEL RACK	04/11/2012	77.71	.00	
	224118	STRAP	04/11/2012	63.38	.00	
	224535	GREASE	04/13/2012	3.49	.00	
	224824	HYLOMAR GASKET SEALNT	04/16/2012	12.44	.00	
	224840	SWAY BAR REPAIR KIT	04/16/2012	22.19	.00	
	224948	OIL FILTER	04/16/2012	18.98	.00	
	225193	HYDRAULIC FILTER	04/18/2012	36.98	.00	
	225459	JB WELD WATER WELD	04/19/2012	24.06	.00	
Total 1110:				4,766.98	.00	
1111						
Neve's Uniforms, Inc						
	NE12986	UNIFORM /PD	03/28/2012	233.84	.00	
	NE12987	UNIFORM /PD	03/28/2012	81.94	.00	
	NE13120	UNIFORM /PD	04/04/2012	49.95	.00	
Total 1111:				365.73	.00	
1118						
Parts House						
	5613-17849	PREMIUM BRAKE DRUMS ROT	03/30/2012	215.27	.00	
	5613-17964	SAE 5W-30-55 GAL	04/04/2012	627.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	5613-17969	BRAKE PAD	04/04/2012	211.73	.00	
	5613-18274	AIR FILTER	04/16/2012	23.20	.00	
	5613-18299	AIR FILTER	04/17/2012	70.71	.00	
	5613-18356	COPPER CORE	04/18/2012	3.74	.00	
Total 1118:				1,151.65	.00	
1120						
Xcel Energy Inc						
	321220487	STREETS LIGHTS	04/11/2012	12,098.60	12,098.60	04/20/2012
Total 1120:				12,098.60	12,098.60	
1126						
Rifle City Of						
	1453101 04011	50 UTE AVE	04/01/2012	185.12	185.12	04/25/2012
	2003101 04011	201 E. 18th st	04/01/2012	102.45	102.45	04/25/2012
	2005101 04011	1612 RAILROAD	04/01/2012	36.92	36.92	04/25/2012
	2007101 04011	301 E 30TH	04/01/2012	36.92	36.92	04/25/2012
	2033001 04011	750 UTE AVE	04/01/2012	55.21	55.21	04/25/2012
	2038001 04011	0409 CR 265/POUND	04/01/2012	57.82	57.82	04/25/2012
	2214101 04011	1500 DOGWOOD DR	04/01/2012	610.28	610.28	04/25/2012
	2215101 04011	225 EAST AVE	04/01/2012	18.29	18.29	04/25/2012
	2575101 04011	E4TH ST	04/01/2012	18.29	18.29	04/25/2012
	2975101 04011	1775 W CENTENNIAL PKWY	04/01/2012	18.29	18.29	04/25/2012
	3079101 04011	595 W 24TH ST	04/01/2012	18.29	18.29	04/25/2012
	3221101 04011	000 BROWNING DR	04/01/2012	18.29	18.29	04/25/2012
	3351101 04011	1221 E CENTENNIAL PKWY	04/01/2012	18.29	18.29	04/25/2012
	3641101 04011	360 S 7TH ST B	04/01/2012	18.29	18.29	04/25/2012
	3673101 04011	3100 DOKES LN'	04/01/2012	55.21	55.21	04/25/2012
	3677101 04011	2515 WEST CENTENNIAL PARK	04/01/2012	3,481.27	3,481.27	04/25/2012
	3679101 04011	300 W 5TH ST	04/01/2012	18.29	18.29	04/25/2012
	3707101 04011	2515 WEST CENTENNIAL PARK	04/01/2012	18.29	18.29	04/25/2012
	779102 040112	132 E 4TH ST	04/01/2012	55.21	55.21	04/25/2012
	823101 040112	202 RAILROAD	04/01/2012	67.02	67.02	04/25/2012
	873106 040112	236 w 4th st-Utilites Rental Proper	04/01/2012	70.00	70.00	04/25/2012
Total 1126:				4,978.04	4,978.04	
1132						
Rifle Lock & Safe						
	31652	KEYS	04/10/2012	10.50	.00	
Total 1132:				10.50	.00	
1143						
Swallow Oil Company						
	041512	INV 134386	04/15/2012	7,143.49	.00	
Total 1143:				7,143.49	.00	
1147						
Town & Country Veterinary						
	040512	VET SERVICES/ANIMAL SHEL	04/05/2012	122.50	122.50	04/20/2012
Total 1147:				122.50	122.50	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1180						
Forensic Science Consultants						
	032812	BAC ALCOHOL ANALYSIS	03/28/2012	70.00	70.00	04/20/2012
Total 1180:				70.00	70.00	
1188						
Jean's Printing						
	120823	printing	03/26/2012	66.65	.00	
	120939	printing	04/06/2012	105.14	.00	
	120945	printing	04/06/2012	137.36	.00	
Total 1188:				309.15	.00	
1258						
Hach Company						
	7694354	PIPET TIP	04/03/2012	273.27	.00	
Total 1258:				273.27	.00	
1289						
Galls, An Aramark Company						
	512103098	SAFEGRIP GLOVES	04/10/2012	428.14	.00	
Total 1289:				428.14	.00	
1339						
Grand Junction Pipe & Supply						
	C2358923	RUB'R NEK	04/02/2012	57.20	.00	
	C2360011	ADS SOLID PIPE	04/18/2012	217.15	.00	
Total 1339:				274.35	.00	
1560						
Applied Concepts,inc						
	217929	STALKER MOVING FASTEST DI	05/02/2012	116.24	.00	
	218194	STALKER MOVING FASTEST DI	04/09/2012	178.62	.00	
Total 1560:				294.86	.00	
1563						
Quill Corporation						
	2003750	SUPPLIES	03/22/2012	117.70	.00	
Total 1563:				117.70	.00	
1734						
United Companies/Oldcastle SW Group Inc						
	855050	ROAD BASE	03/30/2012	175.65	.00	
	857081	ROAD BASE	04/16/2012	433.04	.00	
	857327	ROAD BASE	04/17/2012	222.12	.00	
Total 1734:				830.81	.00	
1767						
International Public Management						
	24181314	admin fee & entry police test	04/02/2012	180.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1767:				180.00	.00	
1768						
Faris Machinery Company						
	B00728	HOSE REEL ASSY	04/13/2012	1,277.03	.00	
Total 1768:				1,277.03	.00	
1830						
Grand Valley Foods						
	120293	FOOD PRODUCT/SR CENTER	04/13/2012	653.30	.00	
Total 1830:				653.30	.00	
2181						
Nalco Chemical Company						
	96539821	Drum 210 LITER	04/06/2012	2,782.84	.00	
Total 2181:				2,782.84	.00	
2208						
Amerigas						
	3307627355	PROPANE/WATER	03/31/2012	334.66	.00	
Total 2208:				334.66	.00	
2240						
Northern Tool & Equipment Co						
	25909903	DRUM LIFTER	04/02/2012	57.16	.00	
	25951810	20X10 HEAVY DUTY CANO	04/05/2012	885.53	.00	
Total 2240:				942.69	.00	
2252						
Environmental Resource Associates						
	649586	LAB SUPPLIES/WASTE WATER	04/04/2012	1,001.03	.00	
Total 2252:				1,001.03	.00	
2255						
California Contractors Supply						
	JJ 6705	ALUM PIPE WRCH	04/10/2012	299.90	.00	
Total 2255:				299.90	.00	
2309						
Sport Supply Group, Inc.						
	94607912	COCOA DRAG MAT	04/06/2012	415.34	.00	
Total 2309:				415.34	.00	
2343						
Mountain Pest Control						
	0286875	PEST CONTROL	04/06/2012	50.00	.00	
Total 2343:				50.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2452						
Tyler, Mike						
	041112	REIMBURSEMENT-MEAL	04/11/2012	36.34	36.34	04/20/2012
Total 2452:				36.34	36.34	
2573						
Mountain West Office Products						
	273905I	supplies	04/03/2012	25.42	.00	
	274527I	supplies	04/17/2012	11.07	.00	
	274793I	supplies	04/24/2012	52.46	.00	
Total 2573:				88.95	.00	
2846						
Colo Mtn News Media						
	7487206A-020	AD	12/31/2011	24.47	24.47	04/20/2012
	7516943A 022	AD	02/23/2012	14.92	14.92	04/20/2012
	7593880A 030	AD	03/07/2012	44.57	44.57	04/20/2012
	7636099	AD	03/03/2012	999.17	999.17	04/20/2012
	7658403	AD	03/10/2012	1,041.70	1,041.70	04/20/2012
	7687497	AD	03/29/2012	63.00	63.00	04/20/2012
Total 2846:				2,187.83	2,187.83	
2960						
Walmart Community						
	004671	SUPPLIES	04/04/2012	59.92	59.92	04/20/2012
	009035	FOOD SUPPLIES	04/09/2012	160.67	160.67	04/20/2012
	011795	FOOD SUPPLIES	04/11/2012	79.64	79.64	04/20/2012
	012578	FOOD SUPPLIES	04/12/2012	8.61	8.61	04/20/2012
	019713	SUPPLIES	04/19/2012	6.79	6.79	04/20/2012
Total 2960:				315.63	315.63	
3015						
Kroger/King Sooper Cust Charge						
	061518	FOOD /SR CENTER	04/09/2012	87.94	87.94	04/20/2012
	109764	FOOD /SR CENTER	04/10/2012	45.88	45.88	04/20/2012
	152851	FOOD /SR CENTER	04/11/2012	20.28	20.28	04/20/2012
	162025	FOOD /SR CENTER	04/11/2012	79.66	79.66	04/20/2012
	222838	FOOD /SR CENTER	04/12/2012	42.50	42.50	04/20/2012
	338718	FOOD /SR CENTER	04/13/2012	6.79	6.79	04/20/2012
Total 3015:				283.05	283.05	
3083						
ALSCO						
	1150938	LAUNDRY/senior center	04/10/2012	61.01	.00	
Total 3083:				61.01	.00	
3107						
Northern Safety Co Inc						
	P32830100101	BX SUN SKEETER WIPES	04/06/2012	193.05	.00	
Total 3107:				193.05	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3156						
Superwash Of Rifle						
	2036 030912	CAR WASH	03/09/2012	9.57	.00	
Total 3156:				9.57	.00	
3380						
Rain For Rent						
	086034750	HAUL PUMP	04/16/2012	1,656.53	.00	
Total 3380:				1,656.53	.00	
3446						
Staples Business Advantage						
	8012475354	supplies	03/31/2012	271.93	271.93	04/20/2012
	8021413960	supplies	03/24/2012	400.22	400.22	04/20/2012
	8021555579	supplies	04/07/2012	132.97	.00	
Total 3446:				805.12	672.15	
3707						
Interstate Battery System Inc						
	22032619	MT-58, mtp-65	04/17/2012	99.95	.00	
Total 3707:				99.95	.00	
3755						
Wagner Equipment Co						
	P02C0420021	SEAL O RING	04/11/2012	44.79	.00	
Total 3755:				44.79	.00	
3798						
Ace Industrial Supplies						
	1170742	RATCHET HANDLE	04/05/2012	929.50	.00	
Total 3798:				929.50	.00	
4098						
Heuton Tire Co						
	95282	TIRES/FLEET	04/03/2012	877.20	.00	
	95518	TIRES/FLEET	04/13/2012	129.99	.00	
Total 4098:				1,007.19	.00	
4141						
True Brew Coffee Service						
	141968	COFFEE	04/12/2012	57.71	.00	
Total 4141:				57.71	.00	
4181						
Crown Awards						
	31498234	SOCCER MEDALS	04/18/2012	336.65	.00	
Total 4181:				336.65	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4207						
Radio Shack						
	10146265	MUCK BOOT	04/16/2012	350.85	.00	
Total 4207:				350.85	.00	
4215						
Ziegler, James						
	64752	SHOP TOOLS	04/13/2012	64.85	.00	
Total 4215:				64.85	.00	
4236						
Denver Industrial Sales & Serv						
	144130	SUPPLIES	04/05/2012	.00	.00	
	144130.	CRAFCO 50270 DUCK BILL TIP	04/05/2012	168.29	.00	
Total 4236:				168.29	.00	
4244						
Boogie Down Light And Sound Inc.						
	08122012B1	DEPOSIT SOUND SYSTEM	04/11/2012	350.00	350.00	04/20/2012
Total 4244:				350.00	350.00	
4539						
In The Swim						
	009031145	fiberglass board	04/17/2012	1,877.95	.00	
Total 4539:				1,877.95	.00	
4590						
Colorado Poolscapes Inc						
	40872-1	CHLORINE proguard tabs	04/24/2012	2,401.20	.00	
Total 4590:				2,401.20	.00	
4612						
Automated Batting Cages Corp.						
	98500	BASEBALLS/SOFTBALLS	04/16/2012	1,187.00	.00	
Total 4612:				1,187.00	.00	
4630						
Kirkman, Ula						
	90	PERFORMANCE/SR CENTER	04/10/2012	75.00	75.00	04/20/2012
Total 4630:				75.00	75.00	
4682						
Lighting Accessory & Warning S						
	4661	CHARGE GUARD	03/19/2012	92.50	.00	
Total 4682:				92.50	.00	
4701						
Tri County Fire Protection						
	87323	REPAIR	04/13/2012	95.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4701:				95.00	.00	
4734						
Vandewalle & Associates, Inc.						
	201204033	CONCEPT PLAN BUSINESS PL	04/20/2012	859.75	.00	
Total 4734:				859.75	.00	
4753						
Rifle Truck & Trailer						
	5061	F-LITE BRIDAL HOOKS	04/16/2012	131.90	.00	
	5073	TOTE BOX	04/16/2012	45.60	.00	
Total 4753:				177.50	.00	
4811						
United Site Services Inc						
	114-512779	PORTABLE RESTROOM JOYC	03/29/2012	65.00	.00	
	114-512780	PORTABLE RESTROOM HEINZ	03/29/2012	65.00	.00	
	114-512781	PORTABLE RESTROOM DAVID	03/29/2012	215.00	.00	
	114-522096	PORTABLE RESTROOM DEER	04/03/2012	690.00	.00	
	114-532705	PORTABLE RESTROOM METR	04/09/2012	130.00	.00	
	114-532706	PORTABLE RESTROOM MOUN	04/09/2012	140.00	.00	
Total 4811:				1,305.00	.00	
4825						
Cross Propane Gas						
	031725	Propane Gas at O&M Shop	04/05/2012	1,642.10	.00	
Total 4825:				1,642.10	.00	
4920						
Bell Supply Co						
	PSI468044	CAM GROOVE GASKET	04/13/2012	10.52	.00	
Total 4920:				10.52	.00	
5085						
DIGITAL ALLY						
	1046385	RMT BATTERY PACK	03/26/2012	70.00	.00	
	1046929	DVM750 MIRROR KIT COMPLET	04/16/2012	4,995.00	.00	
Total 5085:				5,065.00	.00	
5161						
KEHOE, BRIAN						
	041312	TRAVEL EXPENSES	04/13/2012	18.49	18.49	04/20/2012
Total 5161:				18.49	18.49	
5188						
Southeastern Security Consulta						
	56764	criminal history search	04/12/2012	20.00	.00	
Total 5188:				20.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5192						
PECZUH PRINTING COMPANY						
	183931	envelopes	04/11/2012	809.80	.00	
Total 5192:				809.80	.00	
5212						
MASTER WASH						
	17505	solvent tank maint	04/18/2012	135.00	.00	
Total 5212:				135.00	.00	
5253						
FASTENAL						
	48917	STEEL BANDED EARMUFF	04/02/2012	43.07	.00	
	48968	TRUTAP FOAMY	04/04/2012	153.57	.00	
	48972	HCS 1/16	04/04/2012	16.58	.00	
	48978	50 ML LOCTITE 263	04/04/2012	51.89	.00	
	49015	RATCHET BIND	04/05/2012	312.07	.00	
Total 5253:				577.18	.00	
5356						
Rifle City Petty Cash - Pool						
	041712	petty cash for the pool	04/17/2012	300.00	300.00	04/20/2012
Total 5356:				300.00	300.00	
5365						
American Windshield Repair						
	8425	windshield repair	04/06/2012	160.00	.00	
Total 5365:				160.00	.00	
5503						
JAY-MAX SALES						
	217647-00	SUPPLIES	04/11/2012	33.50	.00	
	217775-00	SUPPLIES	04/18/2012	162.00	.00	
Total 5503:				195.50	.00	
5504						
ProRider Inc.						
	54979	BMX HELMET	03/22/2012	990.00	.00	
Total 5504:				990.00	.00	
5541						
FIRST IMPRESSION/Reeve, Darryl						
	06361	WINDOW CLEANING/CITY HALL	04/16/2012	482.00	.00	
	06363	WINDOW CLEANING/PARK MAI	04/16/2012	613.00	.00	
Total 5541:				1,095.00	.00	
5645						
ABC TREE AND LAWN CARE						
	3605	TREE SPRAYING	04/07/2012	437.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5645:				437.00	.00	
5680						
Malcolm Pirnie, Inc.						
	0446165	Rifle Bond Bypass Engineering	12/31/2011	1,773.00	.00	
Total 5680:				1,773.00	.00	
5752						
Accutest Mountain States						
	D3-25147	alkalinity, organic carbon/water te	04/09/2012	2,250.00	.00	
	D325295	alkalinity, organic carbon/water te	04/09/2012	870.00	.00	
Total 5752:				3,120.00	.00	
5796						
Norit Americas Inc.						
	520175	Po 444	04/15/2012	1,825.00	.00	
Total 5796:				1,825.00	.00	
5846						
Mesa County Health Department						
	1366-12	Water Testing	04/17/2012	20.00	20.00	04/20/2012
	1367-12	Water Testing	04/17/2012	20.00	20.00	04/20/2012
	1368-12	Water Testing	04/17/2012	20.00	20.00	04/20/2012
Total 5846:				60.00	60.00	
5849						
NUTECH SPECIALTIES, INC						
	040212	CREDIT	04/02/2012	33.00-	.00	
Total 5849:				33.00-	.00	
5926						
Law Enforcement Alliance for Defense						
	122795	DEFENSE FUND	04/16/2012	294.00	294.00	04/20/2012
Total 5926:				294.00	294.00	
5960						
Recreation Fee Refunds						
	2000073004	REC FEE REFUND	04/17/2012	345.00	345.00	04/20/2012
Total 5960:				345.00	345.00	
6007						
Glenwood Springs Community Concert Assoc						
	041712	TICKETS -GLENWOOD COMMU	04/17/2012	600.00	600.00	04/20/2012
Total 6007:				600.00	600.00	
6054						
Colorado Youth Soccer						
	041712	FEES WESTERN SLOPE LEAGU	04/17/2012	357.00	357.00	04/20/2012

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6054:				357.00	357.00	
6063						
Colorado Dept of Public Health						
	4521	MARCH 2012 TOXICOLOGY	03/31/2012	25.00	25.00	04/20/2012
Total 6063:				25.00	25.00	
6067						
Mountain Roll-offs, Inc.						
	040112.	PORTABLE RESTROOM	04/01/2012	103.55	.00	
Total 6067:				103.55	.00	
6109						
Aero-Mod, Inc						
	SO21923-1	EDPM STRIP	04/02/2012	37.09	.00	
Total 6109:				37.09	.00	
6133						
GILCO, INC						
	724639	DYED DIESEL	04/13/2012	1,574.61	.00	
Total 6133:				1,574.61	.00	
6225						
BRUBACHER DESIGN						
	531	REFLECTIVE SIGNS	04/22/2012	432.00	.00	
	532	WATER PLANT SIGN	04/22/2012	84.00	.00	
Total 6225:				516.00	.00	
6290						
ATKINS						
	1138669	GATEWAY PROJECT	04/16/2012	2,331.00	.00	
Total 6290:				2,331.00	.00	
6303						
Law Office of Angela Roff, PC						
	630	CITY PROSECUTOR	03/30/2012	4,167.57	4,167.57	04/20/2012
Total 6303:				4,167.57	4,167.57	
6346						
D.L. ADAMS ASSOCIATES, INC						
	041012	NEW UTE THEATRE PROJECT	04/10/2012	2,253.06	.00	
Total 6346:				2,253.06	.00	
6355						
LAFARGE WEST INC						
	23346627	ULTRAHORIZONTAL 40150	03/29/2012	2,135.00	.00	
Total 6355:				2,135.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6383						
CENTURY LINK						
	1209488612	FITNESS CENTER	04/11/2012	9.98	9.98	04/20/2012
Total 6383:				9.98	9.98	
6394						
ALLSTATE ENVIRONMENTAL						
	033012-01	NON SELECTIVE WEED KILLER	03/26/2012	2,401.00	.00	
	040912-01	NON SELECTIVE WEED KILLER	04/09/2012	984.50	.00	
Total 6394:				3,385.50	.00	
6482						
MONROE PMP						
	17068	CALIBRATION GLASS	03/12/2012	31.63	31.63	04/20/2012
Total 6482:				31.63	31.63	
6509						
POLYDYNE INC.						
	717800	CLARIFLOC	03/27/2012	3,294.00	.00	
Total 6509:				3,294.00	.00	
6524						
Fuel Tek Conversion Corp						
	6581	CNG Conversions for New GMC a	04/02/2012	10,850.00	.00	
Total 6524:				10,850.00	.00	
6548						
CACALOCO COMPOST INC						
	041712	COMPOST	04/17/2012	2,304.00	2,304.00	04/20/2012
Total 6548:				2,304.00	2,304.00	
6564						
KAUP ENGINEERING INC.						
	041512	UTE THEATER	04/15/2012	2,500.00	2,500.00	04/20/2012
Total 6564:				2,500.00	2,500.00	
6568						
MICRO PLASTICS						
	91061	LETTERED SIGNS	04/17/2012	121.80	.00	
Total 6568:				121.80	.00	
6572						
KUM & GO						
	041812	REFUND DEPOSIT 120 E 1ST -8	04/18/2012	1,500.00	1,500.00	04/20/2012
Total 6572:				1,500.00	1,500.00	
6573						
APRENDI INC						
	17425	INTERPRETATION	04/15/2012	189.50	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6573:				189.50	.00	
6582						
WESLEY DAVID BARTON						
	041912	DEPOSIT-AUG 5, 2012 CONCERT	04/19/2012	700.00	700.00	04/20/2012
Total 6582:				700.00	700.00	
6583						
JOHNNY O BAND LLC						
	041912	DEPOSIT CONCERT SERIES JU	04/19/2012	500.00	500.00	04/20/2012
Total 6583:				500.00	500.00	
6584						
PHAT DADDY						
	041912	DEPOSIT CONCERT SERIES JU	04/19/2012	900.00	900.00	04/20/2012
Total 6584:				900.00	900.00	
6585						
AARON WALKER MUSIC						
	041912	DEPOSIT CONCERT SERIES AU	04/19/2012	900.00	900.00	04/20/2012
Total 6585:				900.00	900.00	
6586						
THE PATTI FIASCO						
	041912	DEPOSIT CONCERT SERIES JU	04/19/2012	750.00	750.00	04/20/2012
Total 6586:				750.00	750.00	
6587						
CITI CHEMICAL INC						
	23795	ORANGE DEGREASER	04/05/2012	384.75	.00	
Total 6587:				384.75	.00	
6588						
THE ROCK SHOP						
	411549	TAN GRANITE	04/17/2012	596.25	.00	
Total 6588:				596.25	.00	
6589						
AQUA TERRA SERVICES L.L.C						
	031612	WATER POND DIKE REPAIR	03/16/2012	47,785.00	.00	
Total 6589:				47,785.00	.00	
Grand Totals:				309,226.93	70,319.76	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Dated: _____

City Finance Director: _____

Report Criteria:

- Summary report.
 - Invoices with totals above \$0 included.
 - Paid and unpaid invoices included.
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Sander N. Karp
James S. Neu
Karl J. Hanlon
Michael J. Sawyer
James F. Fosnaught

Cassia R. Furman
Jeffrey J. Conklin
Hollie L. Wieland

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James S. Neu
jsn@mountainlawfirm.com

April 26, 2012

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

Re: May 2, 2012 City Council Meeting

Dear Mayor Miller and Members of the Rifle City Council:

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

1. Liquor License Violations—Consent Agenda. At the April 18, 2012 City Council meeting, the Council approved on the consent agenda Stipulation, Agreement, and Orders arising from 2011 violations for a number of liquor license holders. The affected businesses either agreed to a nine day suspension of alcoholic beverages (with three days of active suspension) or a fine in lieu of suspension based on reported sales. At the time of the meeting, staff had not yet received WalMart's report of revenues and thus could not calculate its fine in lieu of suspension. We have since received those numbers and are including approval of a Stipulation, Agreement, and Order for that entity on your consent agenda.

As you may be aware, license holder Jeffrey H. Day, d/b/a Sports Corner, declined to enter into a Stipulation, Agreement, and Order with the City and instead presented his case in an April 12, 2012 hearing before the Liquor Licensing Authority's appointed Hearing Officer, Barb Clifton. On April 18, 2012, Ms. Clifton submitted her Findings of Fact, Conclusions of Law, and Recommendation of the Hearing Officer in regard to this matter. A copy of this document is included in your packet. The Hearing Officer's recommended action is to find Jeffrey H. Day, d/b/a/ Sports Corner, in violation of Section 12-47-901(1)(a.5)(I), C.R.S. and Sections 10-8-30 and 10-8-70 of the Rifle Municipal Code. The suggested sanction is the same as offered by the City in its negotiated Stipulations—nine days suspension with three days of active suspension. The license holder also has the option of requesting a fine in lieu of the proposed suspension.

Pursuant to Section 6-5-100(f) of the Rifle Municipal Code, the Council, acting as the Liquor Licensing Authority, can either reject the Hearing Officer's recommendation, refer the matter back for further proceedings, adopt the recommendation, or order a new hearing, either before the original

KARP NEU HANLON, P.C.

Mayor Jay Miller
Rifle City Council
Page 2

Hearing Officer or before the entire Liquor Licensing Authority or a committee or member thereof. Assuming the Council is satisfied with the Hearing Officer's findings and decision, the Recommendation may be accepted as part of the consent agenda without further discussion.

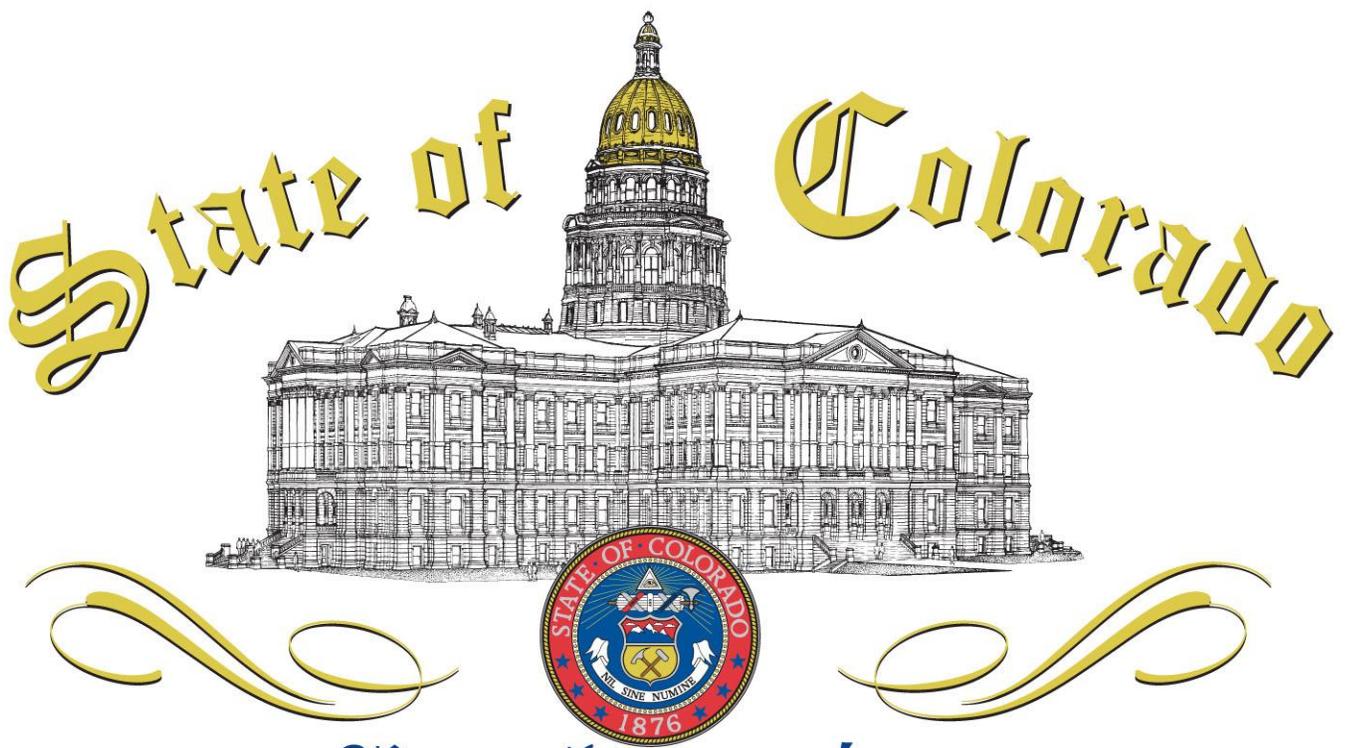
As always, please feel free to call us prior to the meeting if you have any questions.

Very truly yours,

KARP NEU HANLON, P.C.

James S. Neu

Enclosures



Proclamation

WHEREAS, approximately 907,000 Coloradans are 60 years of age and older, and approximately 680 are 100 years of age and older; and

WHEREAS, Colorado's population of persons 60 years of age and older is expected to rise to 1,397,000 by the year 2022; and

WHEREAS, older Coloradans are living longer, healthier, and more productive lives than ever before; and

WHEREAS, older adults should live lives of dignity and independence, free from the fears, myths, and misconceptions about aging; and

WHEREAS, the State of Colorado recognizes the importance of utilizing the strengths, creativity, and experience of our older citizens, and encourages maximum opportunity for their involvement in regular employment, volunteer service, civic affairs, and all aspects of community life; and

WHEREAS, it is appropriate to dedicate a month to honor our older Coloradans, as a needed and valued resource of our state;

Therefore, I, John Hickenlooper, Governor of the State of Colorado, do hereby proclaim May 2012,

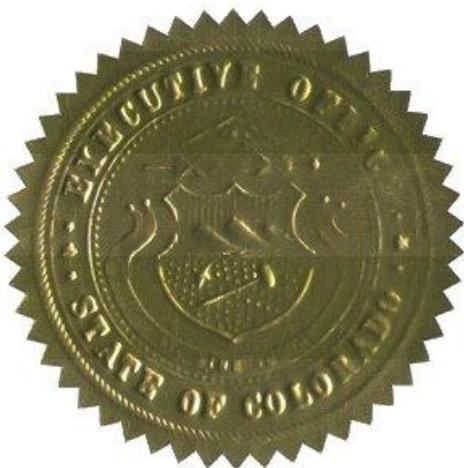
OLDER COLORADANS MONTH

in the State of Colorado.

GIVEN under my hand and the Executive Seal of the State of Colorado, this twenty-third day of November, 2011

A handwritten signature in black ink that reads "John Hickenlooper". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

*John Hickenlooper
Governor*



Memorandum

TO: THE HONORABLE MAYOR AND CITY COUNCIL
FROM: DARYL MEISNER, CHIEF OF POLICE
DATE: APRIL 26, 2012
RE: SCHOOL RESOURCE OFFICER AGREEMENT

The Re 2 School District has informed us at workshop that they will be unable to continue funding the School Resource Officer Position beginning their next fiscal year which begins July 1, 2012.

I have spoken with the Superintendent and School Finance Director and they have advised that they could contribute 10% of the cost of the SRO plus direct school related overtime for that officer.

We currently have two choices, agree to fund the SRO program at a greater expense to the City or terminate the program.

If the City chooses to continue the program at a greater out of pocket expense the cost would be estimated as follows:

- Total cost estimated \$79,000 per year includes benefits but excludes overtime. Overtime estimated to be around \$5,000 for direct school related time.
- The current proposal would have the School contributing 10% or \$7,900 per year plus school related overtime for the school officer.
- The City would then be responsible for the remaining 90%, or \$71,100 per year along with any other city related overtime.
- The remainder of the calendar year 2012 will cost about \$35,550 (90%) compared to \$9,975 (25%) under the current agreement.

After examining our COPS grant it appears that the base staffing level on which we obtained the grant was at our low point of 17 sworn officers. After the COPS grant was received, the City Council restored one of the previously vacant and frozen positions in addition to the COPS grant officer.

Therefore, the City can reduce the census by one officer without affecting the COPS grant.

The remaining question is, does the value of the SRO to the City justify the additional expense?

The School Resource Officer Program is based on the principles of interaction, education and enforcement. In my opinion, the School Resource Officer program is extraordinarily valuable to the people of Rifle. The program as it exists today works. If the program were to be terminated, the calls for service will still need to be handled at the schools which place a greater burden on the day time patrol officer. However, the direct knowledge of the schools, school practice, school policy and students is irreplaceable. The education benefits to our students would be an enormous loss. The officer participation in the class room wouldn't be replaced because there wouldn't be enough time available for regular duty officers. The relationships that have been forged over the years with the Schools, parents and students would likely decay without the continued interaction and nurturing that is provided by the School Resource Officer. Finally, the enforcement of violations at the school will not receive the attention that they deserve as the regular officer moves from call to call not having the direct knowledge of the students, available options and school services to determine if another, more appropriate solution exists. More students will likely end up in Municipal Court that might have benefited by another, more appropriate solution crafted by a knowledgeable School Resource Officer with the School.

As the School District moves into their four day school week the benefits of the SRO become even greater. I anticipate that the SRO will continue to work a five day schedule with the fifth day as a patrol officer dedicated to youth related issues and crimes. This might include handling the juvenile criminal calls as well as outreach to the non-school youth programs that will likely evolve from the shift to a four day school week. I envision that the SRO will have a strong presence in the non-school programs to provide even further continuity and consistency to our children.

I respectfully request that the Rifle City Council consider approval of the amendment of the School Resource Officer agreement with Re 2 School District so that the City and Rifle Police Department can continue to serve our most valuable asset, our children.

SCHOOL RESOURCE OFFICER AGREEMENT

This SCHOOL RESOURCE OFFICER AGREEMENT (“Agreement”) is made and entered into this 15th day of May, 2012 by and between the GARFIELD RE-2 SCHOOL DISTRICT (“District”) and the CITY OF RIFLE, COLORADO (“City”).

WITNESSETH:

WHEREAS, the District desires that the City, through its Police Department, provide and manage a School Resource Officer Program (“SRO Program”) in the District consisting of one (1) full-time School Resource Officer (“SRO”), one (1) vehicle, and necessary supplies and equipment; and

WHEREAS, the City, through its Police Department, desires to provide and manage an SRO Program in the District; and

WHEREAS, the District agrees to reimburse the City for ten percent (10%) of the expenses incurred by providing and managing the SRO Program, with the City paying the remaining ninety percent (90%) of expenses; and

WHEREAS, the District and the City to set forth in this Agreement specific terms and conditions regarding the SRO Program.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the City and the District agree as follows:

- 1.0 **Incorporation of Recitals.** The foregoing Recitals are incorporated herein as if set forth in their entirety.
- 2.0 **Goals and Objectives.** It is understood and agreed that the District and the City share the following goals and objectives with regard to the SRO Program:
 - 2.1 To foster educational programs and activities that will increase students’ knowledge of and respect for the law and the function of law enforcement agencies and personnel;
 - 2.2 To encourage SROs to attend extra-curricular school-related activities, when possible, such as School Accountability Committee meetings, athletic events and concerts;
 - 2.3 To act swiftly and cooperatively when responding to disruptions and criminal offenses on school property, such as: disorderly conduct, trespassing, possession or use of weapons, or illegal use/possession/sale and/or distribution of alcohol or controlled substances;
 - 2.4 To report crimes that occur on school property and to cooperate with other law enforcement officials in their investigation of crimes that occur school property;

- 2.5 To cooperate with all law enforcement officials in their investigations of criminal offenses which occur off campus; and
- 2.6 To assist the District in traffic control at school-related events when deemed necessary for the safety and protection of students and the general public.

3.0 Employment and Assignment of School Resource Officers.

- 3.1 The City, through its Police Department, agrees to employ one (1) SRO during the term of this Agreement. The SRO shall be an employee of the City and shall be subject to the administration, supervision and control of the City, and such administration, supervision, and control is subject to the terms and conditions of this Agreement.
- 3.2 Subject to Section 14 herein, the City agrees to provide and to pay the SRO's salaries and employment benefits in accordance with applicable salary schedules and employment practices of the City, including the following benefits, if normally provided by the City: sick leave, annual leave, retirement compensation, disability salary continuation, workers' compensation, unemployment compensation, life insurance, dental insurance, death and disability benefits, and medical/hospitalization insurance. The SRO shall be subject to all personnel policies and practices of the City and Police Department except as such policies or practices are modified pursuant to the terms and conditions of this Agreement.
- 3.3 The City, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs. A District representative will participate in the selection process of the SRO. The assigned school principal will participate in the evaluations of the assigned SRO. The school principal may request a review of the appointed SRO at any time he/she deems it appropriate. To the extent permitted by law, the City shall hold the District harmless from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by SROs.
- 3.4 The SRO shall be assigned by the City as follows:
 - 3.4.1 One (1) SRO shall be assigned to Rifle Middle School.
 - 3.4.2 In the event an SRO is absent from duty, the SRO shall notify both his/her Police Department supervisor and the principal of the school to which the SRO is assigned.

4.0 Dismissal / Replacement of School Resource Officer.

- 4.1. In the event the Superintendent opines that the SRO is not effectively performing his/her duties and responsibilities, the Superintendent shall state those opinions in writing to the Police Department.
- 4.2. Within five (5) business days of receipt of such notice, the Police Department shall schedule a conference among the SRO, District and City officials to attempt to mediate the conflict(s).
- 4.3. If the conflict is unable to be mutually resolved among all parties involved, then the City shall remove the SRO from the SRO Program. If the SRO is removed, a replacement shall be sought, following the process set out in Article VI.
- 4.4. The City may dismiss or reassign an SRO based upon City rules, regulations, policies, and/or general orders, and when such dismissal or reassignment serves the best public interest.
- 4.5. In the event of a resignation, dismissal or reassignment of an SRO, the City shall provide temporary replacement within thirty (30) calendar days of receiving written notice of such absence, dismissal, resignation, or reassignment only if the Police Department is adequately staffed to allow such reorganization. As soon as practicable, the Interview Committee, following the process set out in Article VI, shall recommend a permanent replacement for the SRO.

5.0 Duty Hours.

- 5.1 The maximum number of hours that an SRO shall be on duty in a workweek shall be 43 hours and the minimum shall be 40 hours.
- 5.2 The SRO shall be on duty at his/her respective school from fifteen (15) minutes before the beginning of the student instructional day until fifteen (15) minutes after the end of the students' school day unless modified by mutual agreement between the City and the principal of the school to which the SRO is assigned. During that time period, he/she shall be allowed thirty (30) minutes duty free lunch period. This totals 35 hours and 45 minutes per workweek. The remainder of the SRO's 40 to 43 hour workweek shall be utilized to provide security at school events and/or to pursue criminal investigations of SRO duties.
- 5.3 It is understood and agreed that time spent by the SRO attending court and/or criminal cases arising from and/or out of his/her employment as an SRO shall be

considered as hours worked under this Agreement.

- 5.4 The District shall be responsible for reimbursement of overtime expenses incurred for SRO related activity. SRO overtime will require approval by school principal, Superintendent and/or their designees. Overtime expenses incurred for City related activity shall be paid by the City.
- 5.5 During school recesses (i.e., summer months, winter break, etc.) the SRO will return to normal City duties as a police officer.
- 5.6 Accommodations will be made for the SRO to attend conferences or meetings requested by the District or school 30 days in advance.

6.0 Basic Qualifications of School Resource Officers. An SRO must first meet all of the following basic qualifications:

- 6.1 Shall be a commissioned officer with a minimum of one year of law enforcement experience;
- 6.2 Shall possess sufficient knowledge of applicable Federal and State laws, City and County ordinances, and Board of Education policies and regulations;
- 6.3 Shall possess sufficient knowledge to conduct in-depth criminal investigations;
- 6.4 Shall set good examples and act as a role model for students; and
- 6.5 Shall communicate in a manner conducive to effective performance within the school environment.

7.0 Duties of School Resource Officers.

- 7.1 To protect lives and property;
- 7.2 To enforce Federal, State, and Local laws and ordinances, and to assist District officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct;
- 7.3 To investigate criminal activity that may affect the safety and health of a school environment;
- 7.4 To counsel individuals, as appropriate, when requested by the principal or the principal's designee, or by the parents of a student;

- 7.5 To answer questions about Colorado criminal or juvenile laws;
- 7.6 To assist other law enforcement officers with outside investigations concerning students attending the school to which the SRO is assigned;
- 7.7 To provide security for special school events or functions, such as athletic contests, or meetings, at the request of the principal.

7.8 Instructional Responsibilities/Duties

- 7.8.1 The SRO shall work in conjunction with the District principal and designated staff to assist in the delivery of police-related instruction, including but not limited to, police and their role in society; laws; juvenile and adult criminal justice systems; career opportunities in law enforcement; drug education; gang resistance education and training; and conflict resolution, as deemed appropriate by the principal and school staff.

It is agreed and understood that the SRO will perform services in the capacity of “guest lecturer” consistent with regulations promulgated by the Colorado Board of Education and the Educational Professional Standards Board and shall do so in conjunction with and under the direction of District-approved teaching personnel, or shall provide such services on a co-curricular or extracurricular basis as scheduling permits.

7.8.2 Additional Duties and Responsibilities of the SRO.

(a) The SRO shall coordinate his or her instructional activities with principals and staff so as to allow for the orderly educational process within the school served.

(b) The SRO shall present various subjects to the students. Such subjects shall include basic understanding of the laws, the role of the police officer and the police mission.

(c) The SRO shall encourage individual and small group discussions with students based upon material presented in class to further establish rapport with students.

(d) When requested by the principal, the SRO shall attend parent/faculty meetings to solicit support and understanding of the program.

(e) The SRO shall be available to conference with students/guardians/faculty members to assist with law enforcement and crime prevention.

(f) The SRO shall become familiar with known community agencies which offer assistance to youth and their families, such as mental health clinics, drug treatment centers, etc. The SRO shall act as a resource person to students/guardians/faculty and make referrals to such agencies when necessary. The SRO shall notify the principal in writing of such referrals.

(g) The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations.

(h) When it is necessary to conduct formal police interviews with students, the SRO shall adhere to Police Department Policy, Colorado Revised Statutes, and other legal requirements with regard to such interviews.

(i) The SRO may exercise all powers of a sworn police officer. At the principal's request, the SRO shall take appropriate law enforcement action against trespassers and unwanted guests on school grounds.

(j) The SRO shall provide assistance to other law enforcement officers in matters regarding his/her school assignment.

(k) The SRO shall, whenever possible, participate in and/or attend school functions.

(l) The SRO may be assigned to investigate any crime involving any District student.

(m) The SRO shall maintain detailed and accurate records of the SRO Program, and shall submit SRO Program reports as required by the principal or school staff.

(n) The SRO shall not act as a school disciplinarian. Student discipline is a school responsibility. It is agreed and understood that the principal and appropriate school staff shall be responsible for investigating and

determining if school and/or board disciplinary codes or standards have been violated. The school shall enforce appropriate administrative action. However, this shall not be construed to prevent the SRO from sharing information with school administration/staff, which may aid in the determination of whether a disciplinary offense occurred.

Upon assignment, the SRO will be provided with copies of Board and each school's disciplinary policies and codes. The SRO shall become familiar with district/school disciplinary codes and standards, and shall confer at least annually with the Superintendent, Principal, and Chief of Police to review applicable disciplinary standards.

(o) The principal, school administrators, or staff may advise the SRO of incidents or activities possibly giving rise to criminal or juvenile violations. The SRO shall then determine whether law enforcement action is appropriate. It is agreed and understood that the SRO, as an employee of the City, is authorized to receive and appropriately act on such reports and the District personnel may satisfy mandatory reporting requirements by advising the SRO of activities believed to fall within statutory directives.

(p) The SRO shall not be assigned to or serve as lunchroom monitor, hall monitor, or other monitoring duties. If there is an incident in such areas, the SRO may assist the school until the incident is resolved.

8.0 Chain of Command.

- 8.1 As employee of the Police Department, the SRO shall follow the chain of command pursuant to the City's policies and procedures.
- 8.2 In the performance of this agreement, the SRO and Principal shall communicate appropriately to serve the best interests of the students.

9.0 Training/Briefing.

- 9.1 All SROs shall be required by the City to attend regular training and briefing sessions. Briefing sessions will be conducted to exchange information relevant to SRO duties between the department and liaison officers. The school principal or his/her designee shall have the right to attend and participate in the SRO briefings.
- 9.2 Training sessions will be conducted to provide SROs with appropriate in-service training such as, but not limited to, updates in the law and in-service firearm training.

10.0 Dress Code. The SRO shall be provided by the City and shall be required to wear a Police Department issued or approved uniform.

11.0 Supplies and Equipment. The City and District agree to provide the SRO with the following equipment:

11.1 Motor Vehicle. The City agrees to provide the SRO with a standard patrol vehicle.

11.2 Weapons and Ammunition. The SRO provides his/her City-approved firearm. The City agrees to provide additional City-required weapons and ammunition for each SRO, pursuant to City policy.

11.3 Office Space and Supplies. The District agrees to provide the SRO with climate-controlled, properly lighted office space and the usual and customary office supplies required in the performance of duty, including but not limited to: IBM compatible computer and Internet access, and support for access to the Police Department information system; telephone for general business purposes; desk with drawers; chair; table; filing cabinet which can be properly locked and secured.

12.0 Transporting Students.

12.1 It is agreed that the SRO shall not transport students by vehicle except when the student is a victim of a crime, is in police protective or arrest custody, or other emergency circumstance exists.

12.2 The SRO shall notify the school principal before removing a student from campus.

13.0 Access to Education Records.

13.1 School or District officials shall allow the SRO to inspect and copy public records maintained by the school, including student directory information such as yearbooks. SRO may not inspect or copy confidential student education records except in emergency situations.

13.2 If information contained in a student's confidential education record is needed in an emergency to protect the health or safety of the student or other individuals, school or District officials may disclose to the SRO that information which is relevant to the emergency situation. Time is of the essence in such circumstances.

13.3 The District agrees to comply with Colorado Revised Statute 19-1-301: "Allows criminal history records to be obtained by school districts as long as they are

disseminated to the school principal or superintendent. This law was designed to give school officials another tool (additional information about possible previous criminal activity for specific students) but cannot be a standard practice for all new students. It is recommended the printout not be shared with the school but a memo created which contains the necessary information...”

13.4 Nothing herein shall be construed to supersede applicable state law.

14.0 Term of Agreement. The term of this Agreement is one (1) year, commencing on August 16, 2012 and ending on August 15, 2013. The Agreement shall be renewed and extended annually for additional and successive one-year terms unless notice of non-renewal is given by either party, in writing, prior to June 15th of the initial or any succeeding term; provided, however, that this Agreement shall be automatically terminated at the end of the fiscal year of either party hereto if such party fails to appropriate the funds necessary to implement this Agreement.

15.0 Consideration.

15.1 For and in consideration of the City participating in the SRO Program as described herein, the District agrees to reimburse the City for ten percent (10%) of the actual, out-of-pocket costs and expenses to the City of the said Program as determined by the Finance Office of the City, subject to the approval of this Agreement by the City Council. Management and supervisor costs shall be excluded.

The City shall be responsible for payment of the remaining ninety percent (90%) of costs and expenses of the SRO Program.

The District further agrees to reimburse the City for all overtime costs and expenses incurred for SRO-related activity.

15.2 Compensation as described herein shall be paid by the District to the City in quarterly installments. The City will provide the District with quarterly billing statements.

16.0 Indemnification.

16.1 To the extent permitted by law, the City agrees to indemnify and hold the District, its agents and employees, harmless from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the SRO or the SRO Program; provided, however, this provision shall not apply or extend to any negligent act of the District, its agents or employees.

17.0 No Waiver of Governmental Immunity. Nothing herein shall be construed to constitute

a waiver of governmental or sovereign immunity by either the District or the City.

18.0 Evaluation. It is mutually agreed that the District shall evaluate annually the SRO Program and the performance of each SRO on forms developed jointly by the parties. It is further understood that the District's evaluation of each SRO is advisory only and that the City retains the final authority to evaluate the performance of the SRO.

IN WITNESS WHEREOF, the parties hereby have caused the Agreement to be executed the day and year first written above.

ATTEST:

CITY OF RIFLE:

By: Lisa Cain, City Clerk
Date: _____

By: _____, Mayor
Date: _____

ATTEST:

GARFIELD RE-2 SCHOOL DISTRICT:

By: _____
Date: _____

By: _____
Date: _____



April 26, 2012

Rifle City Council

Attn: Mayor Jay Miller

Dear Mayor,

With this letter we present to you the acknowledgment of award of a financial grant for the repairs of the dike at our water system intake on the Colorado River. The Colorado River District has offered grant support for water supply issues and improvements for many years. Their criteria were satisfied and reviewed and on April 18th we were approved by the CRD board for award of our application.

The grant indicates that they will pay up to 25% of the total cost as represented in the applications. For our project, that will be a sum-total of \$30,000 to \$40,000. The grant documentation is being collected and the final accounting needs to be shown and approved with respect to the estimate and grant criteria.

This letter is to request City approval and acceptance of this grant award from the CRD.

Respectfully,

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



CITY OF RIFLE

202 RAILROAD AVENUE • P.O. BOX 1908 • RIFLE, CO 81650
WWW.RIFLECO.ORG



April 26, 2012

Rifle City Council

Attn: Mayor Jay Miller

Dear Mayor,

This is to briefly update Council on the Highway 13. Today the work has gone smoothly and staff is pleased with the results thus far. Johnson Construction and RodCo Concrete are the main contractors with Peak Surveying in charge of the staking and Ground Engineering conducting geotechnical testing.

It is anticipated that the work will take roughly two more weeks so all aspects appear to be on schedule. We do await on final confirmation on asphalt patching requirements from CDOT. Part of this is we did have to expand the scope of paving repair once we were on site to include the right turn lane from H13 to H6 as it was in poor condition and the plans did not reveal how the new island in Whiteriver would have actually created a ponding effect.

Respectfully,

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



CITY OF RIFLE

202 RAILROAD AVENUE • P.O. BOX 1908 • RIFLE, CO 81650
WWW.RIFLECO.ORG



April 26, 2012

Rifle City Council

Attn: Mayor Jay Miller

Dear Mayor,

This memorandum is to present the options for road improvements for your input on preference. We are nearing the point of presenting these for contractor pricing and finalizing some internal costs. Our budget for road improvements is \$300,000.

- 1) 5th Street from Whiteriver to Clarkson: Perhaps the worst of our heavily used streets but with the added caveat of waterline increase as it is currently just a 4" when no distribution line should be smaller than 8", and some storm sewer improvements.
 - a. \$250,000 for paving. \$50,000 to \$100,000 of "in house" utilities
- 2) East Avenue from 1st to 3rd: In poor shape but primarily paving replacement only. No known utility problems.
 - a. \$150,000
- 3) 16th Street near the Farm: In poor shape, a simple mill and overlay project.
 - a. \$95,000 for mill and overlay

Each has varied opportunities for improvements.

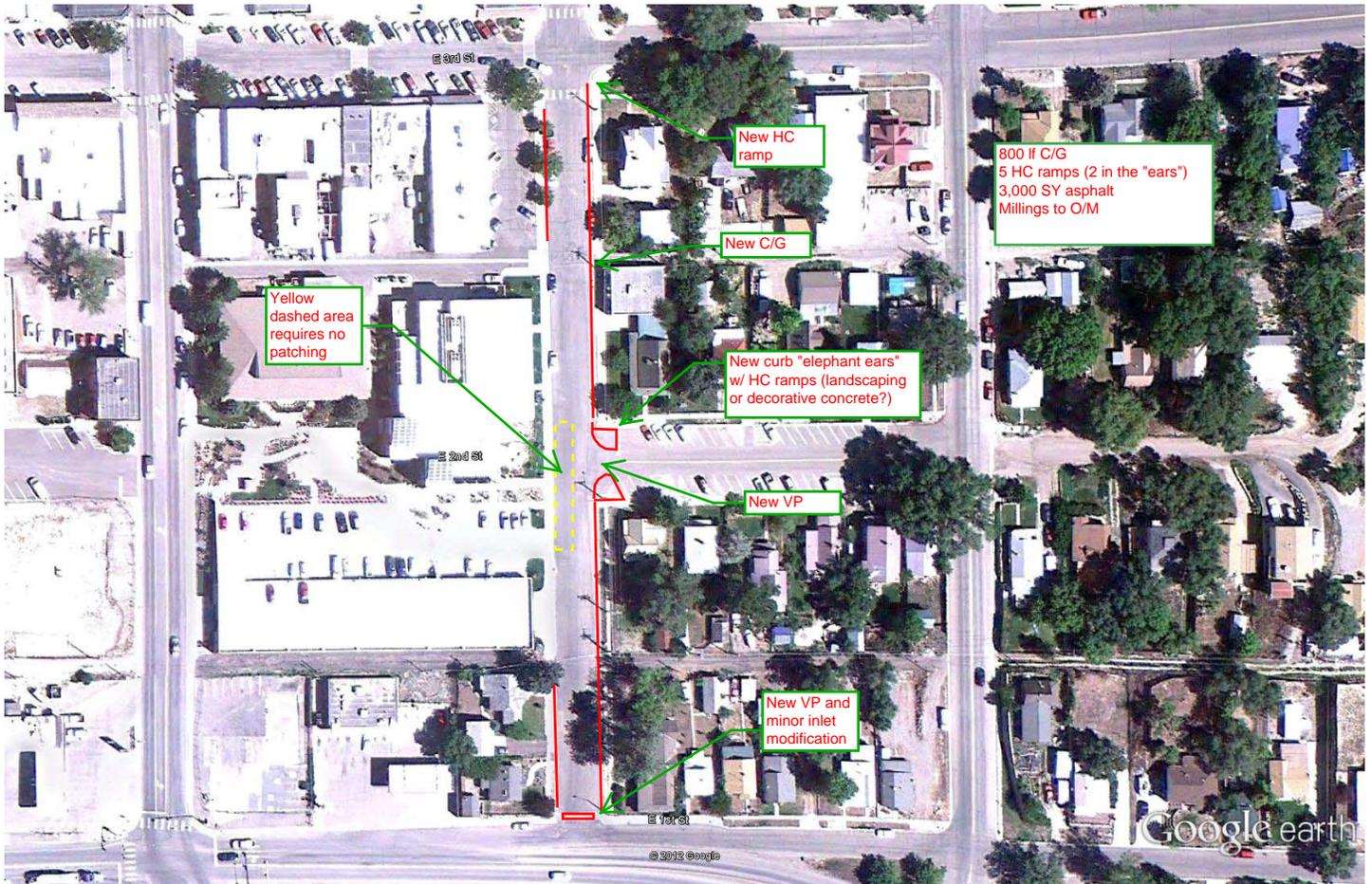
- 1) 5th: New sidewalk and bike lane up the hill. Improved water distribution and storm sewer collection.
- 2) East: New roadway and improved surface drainage flows. Opportunity for improving 2nd Street intersection.
- 3) 16th: Smoother road and it is on the "entry" into Rifle from that area.

My preliminary estimates used the last couple years of road improvements. At this point it would seem we will either be able to do the 5th Street work or East and 16th, but not all three. I request gathering prices for all three as a package with the acknowledgment that only part of the work will be done. We then would have our hands around budgeting for next year if Council so desires to pursue the leftover work.

Respectfully,

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





Google earth

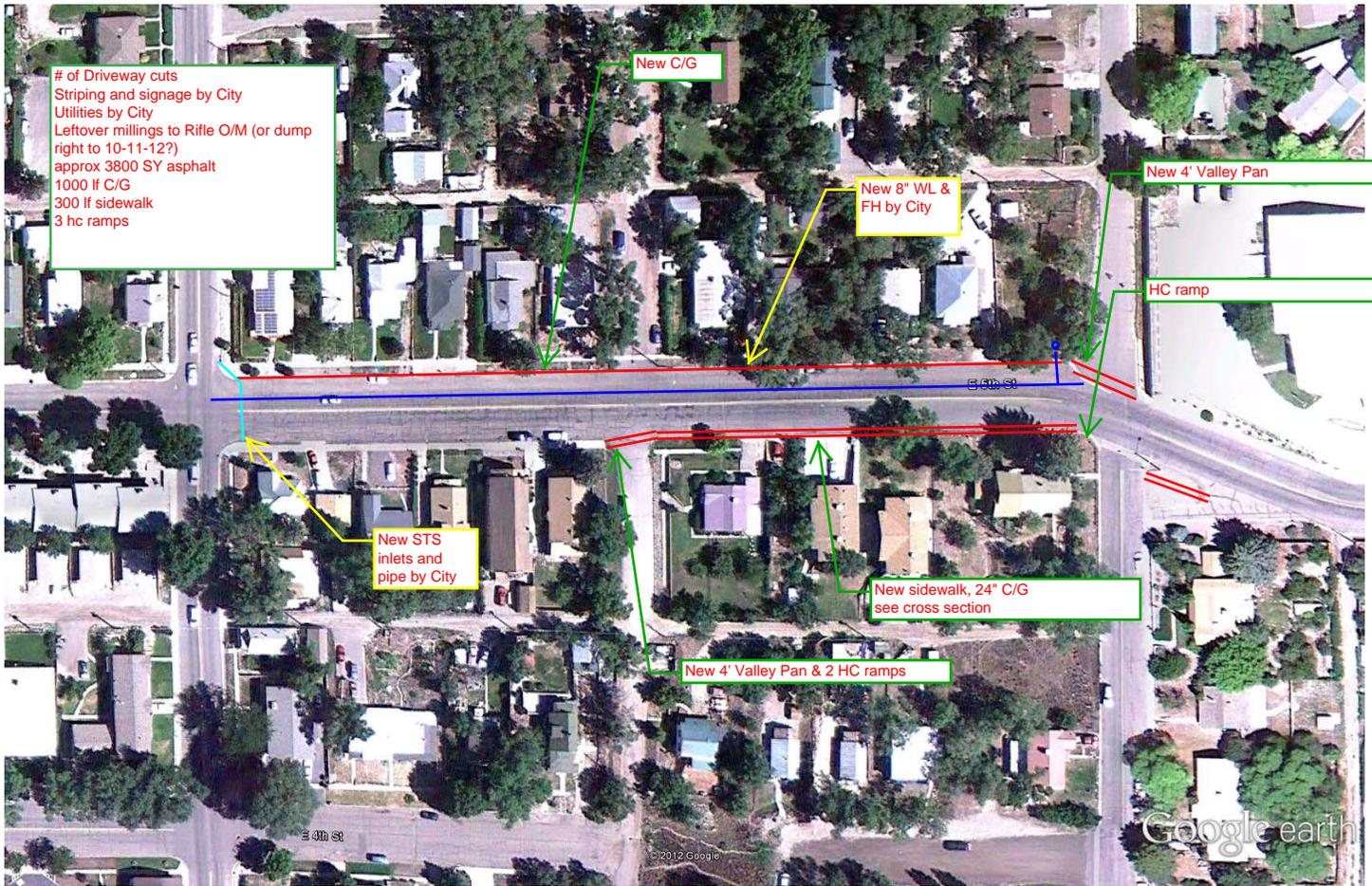




Rotomill and leave i place, level, compact and single course 3" mat 64-22 to 24 foot width

Google earth





Google earth

feet
meters





TO: City Council
FROM: Matt Sturgeon, Assistant City Manager; Dick Deussen, Utilities Director
RE: Odor Control Evaluation at Composting Facility and Wastewater Treatment Plant
DATE: April 25, 2012

To determine the location of odors emanating from these two facilities, identify the principal odor source(s), the probable cause of the odor(s), methods to reduce/eliminate the odor(s) and the approximate cost of the action required, staff recommends awarding a contract to Tetra Tech for this work in the lump sum amount of \$22,510.00. Funds are available from the Wastewater Fund, line item (320-4325-400-320) in the amount of \$50,000.

The treatment plant is included to determine the severity of the odors it may produce as compared to the composting facility and to see if they can be mitigated through changes in operational procedures. The residents in west Rifle expect the odor issues to be addressed, and while the complaints were directed towards the composting operation, it seems prudent for the City to address all potential odor sources.

Staff recommends award of a contract for odor control evaluation to Tetra Tech in the amount of \$22,510.00.

Attachment:





Mr. Dick Deussen, P.E., BCEE
City of Rifle - City Engineer
202 Railroad Avenue
Rifle, CO 81650

April 24, 2012
SL# 41632

**Subject: Rifle Regional Wastewater Reclamation Facility Odor Control Analysis –
Prioritization of Odor Sources**

Dear Mr. Deussen:

Tetra Tech is pleased to continue its relationship with the City of Rifle (City) Regional Wastewater Reclamation Facility (RRWWRF) and to provide this Administrative Work Order for an odor control evaluation of both this facility and the adjoining, privately-run composting operation.

PROJECT UNDERSTANDING

The RRWWRF was designed for a treatment capacity of 2.0 MGD; however it is currently only treating flows of approximately 1.0 MGD. Influent flow is screened and de-gritted in the Headworks Building before being pumped to one of three oxidation ditches that are operated in series. The oxidation ditch mixed liquor is conveyed to one of three secondary clarifiers for settling of solids. Following clarification, the wastewater is disinfected with a low pressure, in-line UV system. Treated effluent is discharged to the Colorado River.

Waste activated sludge is dewatered using a 2-meter belt filter press, and the dewatered cake is currently composted on an adjacent parcel by a third-party composting company to achieve Class A stabilization.

Citizens living in close proximity to the RRWWRF have complained about odors from the facility and impacting their quality of life. This study will help prioritize treatment process components that are producing the majority of the odors. The composting facility is anticipated to be the primary odor source.

Based on this understanding, Tetra Tech has established the following tasks as part of this Administrative Work Order.



Task 1: Collect Grab Samples from Various Locations to Prioritize the Odor Generation Potential

Tetra Tech will collect one and analyze grab sample of the off-gas from each of the following locations to help prioritize them in terms of odor generation potential:

- Headworks Building*
- Oxidation Ditch #1
- Cannibal Drum Screen*
- Cannibal Interchange Tank (one of the two basins) - when the system is operated based on the Siemens recommended control scheme
- Cannibal Interchange Tank (one of the two basins) – when the system is aerated for a longer period of time than recommended by Siemens
- Aerobic Digester (one of the two basins)
- Belt Filter Press discharge*
- Dewatered Sludge Conveyor discharge

Three samples will be collected from various locations in and around the composting facility to provide a comprehensive analysis of the entire area.

* Denotes areas where air ionization is used to oxidize and reduce odors.

Each sample will be sent to ALS-Kelso (previously Columbia Analytical Services, Inc.) for reduced sulfur analysis (using GC/MS analysis per ASTM #5504-08).

Task 2: Prepare Technical Memorandum

Tetra Tech will summarize the results of the evaluation and will submit to the City an electronic copy of the Draft Technical Memorandum (TM). Once the City has reviewed the document, Tetra Tech will set up a conference call to discuss the written comments that were received from City staff. Tetra Tech will then incorporate the City's comments and will submit a Final TM. The TM will identify the principal odor sources, the probable causes, methods to reduce/eliminate the odors, and the approximate cost of each action. This will allow the City to take a prioritized and incremental approach to minimizing off-site odor complaints, addressing the larger odor-producing elements first. Testing should be performed following the completion of each construction phase or operational adjustment to quantify the level of odor reduction achieved before proceeding to the next phase (not included in this scope and fee).

Tetra Tech will complete the testing and will submit the Final TM within 45 days of your Acceptance of this Agreement, which includes the Scope of Work and the attached General



TETRA TECH

Provisions. Please sign below, keep a copy for your files and return a signed copy to me. If you have any questions regarding this Agreement, please contact me directly. The work will be performed for lump sum fee of \$22,510.00, due and payable upon delivery of the Final TM.

We greatly appreciate this opportunity to provide additional engineering expertise to the City of Rifle and strongly believe we can help the RRWWRF, which is a great community and environmental asset, to be a good neighbor too. Please contact me at (720) 931-9301 if you have any questions or comments regarding this Administrative Work Order.

Sincerely,
Tetra Tech, Inc.

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

MRR/BL

cc: Mark Maxwell, P.E. – Tetra Tech
Bob Lonergan, P.E. – Tetra Tech

Enclosures

ACCEPTED BY:

CITY OF RIFLE

DATE:

By: _____



MEMORANDUM

To: City Manager Hier, Mayor Miller and City Council

From: Mike Braaten, Government Affairs Coordinator

Date: April 26, 2012

Re: Staff Report

Legislature is nearing completion (Attachment)

The legislature will adjourn sine die on May 9th. The state budget is complete and has been adopted. I'm happy to report the return of the DOLA Impact Grant Program; however, this is a year where industry is allowed a credit against their severance tax liability, so the available funding is up in the air. DOLA will know more info on estimated fund available for granting after the next revenue forecast and close-out of the state fiscal year...generally early September. DOLA staff has indicated the limited funds will be for critical infrastructure improvements and anticipate grant requests to be limited to \$500,000 instead of past years where grants of up to \$2 million have been considered. A followed bill list is attached.

State Highway 13 Bridge Deck Transfer discussions with CDOT

Staff has scheduled a workshop with City Council to discuss and get input on whether or not to move forward with this project. Additional information will be available at the workshop on May 2.

Garfield County Federal Mineral Lease District Inaugural meeting (Attachment)

Staff attended the inaugural meeting of the GarCo FML District on the evening of Tuesday, April 24. Garfield County, in order to not diminish their Federal PILT payments, has formed this special district to receive their FML direct distributions from DOLA and provide those funds as grants to other local governments through the Garfield FML District board. The District will have two funding cycles, now and August, and anticipate offering \$1.6M in grant funds per cycle. Staff is formulating a project for submission – which will require council action – by the District's grant application deadline of May 25. More information on the Garfield FML District is available at their website: www.garfieldFMLD.org

Severance/FML Employment Report Process underway

Staff has received 86 employment reports from different companies working in the Oil and Gas industry that have employees in Rifle. These reports are used for the purpose of calculating a portion of the local government severance tax and federal mineral lease direct distribution the City receives annually from the Dept. of Local Affairs. Staff is still working through the reports for total Rifle-specific employment number.

The Colorado Employee Resident Report review committee will meet in June to officially review all the reports and settle any challenges or questions and provide final direction to DOLA prior to finishing their direct distribution calculations. Direct distributions will be made to counties and municipalities at the end of August, per state statute.

Candidate Main Street Program Update

Staff has scheduled a workshop with City Council to discuss the continuation of Rifle's Main Street candidacy on May 2. Additional information will be available at the workshop.

Gates Family Foundation Grant update

Staff at the Gates Family Foundation (GFF) has officially extended the \$80,000 grant with the City of Rifle for the Ute Theater remodel until June 2013. Staff continues to provide quarterly updates as required by the grant to the GFF.

Wildfire Mitigation IGA under development

Due to a law passed in 2009, the City of Rifle is required to sign an IGA with Garfield County regarding mitigating wildfires on recreational lands owned by a municipality outside of their incorporated boundaries (specifically: Rifle Mountain Park). Staff and Legal have been working with the Garfield County Emergency Manager on the IGA and anticipate bringing it before Council and the Commission for consideration sometime in the coming months.

Rifle Waste Privatization and Recycling article to appear in CML's Magazine

John Hier and I co-authored an article on Rifle's transition from municipal to private waste hauling and the addition of recycling to the City's waste services contract. The article will be published this summer.

BLM Oil Shale Comments submitted (Attachment)

As approved by City Council, staff submitted the Council's letter on the BLM's Oil Shale PEIS. The submission comment receipt is attached.

CML Conference Presentation

I was drafted by Sam Mamet, executive director of CML, to be a CML conference presenter on a session on strategic planning at their conference in Breckenridge this summer. I requested Councilor Keith Lambert to assist in the Rifle presentation. Also presenting will be a representative or two from the City of Thornton. Rifle was chosen to participate in the session recognizing to its long history and success in facilitated strategic planning.



Garfield County
Federal Mineral Lease District

MISSION STATEMENT

In order to alleviate social, economic, and public finance impacts resulting from the development of natural resources on federal lands within Garfield County, the Garfield County Federal Mineral Lease District will, expeditiously and through sound financial practices,

ensure that the financial resources it receives from federal mineral leasing activities are distributed to communities impacted by the development of natural resources, as allowed by law;

deliver services to communities impacted by the development of natural resources, as allowed by law;

and provide the greatest use of these financial resources for the greatest number of Citizens.

Open House and Kickoff: April 24, 2012

Applications Available: April 24, 2012

Applications Due at GCFMLD by: May 25, 2012

Board Decision (Awards)*: June 29, 2012

**The District Board reserves the right to take whatever time is necessary to make its final determinations.*

[Back](#)[Print](#)

Oil Shale and Tar Sands Programmatic EIS Information Center

<http://ostseis.anl.gov/involve/comments/index.cfm>

Comment Receipt

Thank you for your comment, Mike Braaten. The comment tracking number that has been assigned to your comment is **OSTS2012D50110**. Please refer to the comment tracking number in all correspondence relating to this comment.

Shortly, you should receive an e-mail receipt at **mbraaten@rifleco.org** confirming your comment submittal.

Comment Date: April 23, 2012 01:28:40PM CDT

**Oil Shale and Tar Sands
2012 Draft EIS Comment:** OSTS2012D50110

First Name: Mike

Last Name: Braaten

Organization: City of Rifle, Colorado - City Council

Address: 202 Railroad Ave.

City: Rifle

State: CO

Zip: 81650

Country: USA

E-mail: mbraaten@rifleco.org

Comment Submitted:

The City Council of the City of Rifle greatly appreciates the Department of the Interior, Bureau of Land Management's review of past decisions regarding oil shale leasing and development and offers the following comments:

The City of Rifle, Colorado (population 9,500) sits at the base of the oil-shale rich Roan Plateau in the Piceance Basin. When commercial development of oil shale occurs, our community and region will again be the likely epicenter of oil shale development as it was in the late 1970s and early 1980s. Unfortunately, in 1982, our community was also the epicenter of the oil shale bust that resulted in an economic depression in our region that spanned close to two decades.

In recent years our community and region was heavily impacted by natural gas exploration and production occurring in nearby private and public lands. Natural gas development brought significant growth to our community and placed considerable demands upon our municipal infrastructure, resulted in a shortage of affordable housing and essential community workforce, caused material and labor costs to skyrocket and strained social services and law enforcement capacities. Full-blown commercial development of oil shale may have similar impacts to our community and region.

Although we are supportive of the current Oil Shale research and development activities, given oil shale's history in our region, the City wants to ensure that we understand the impacts that may result from commercial production and from each company's technologies on our community and

region. Such questions as: What will development mean for our economy – both positive and negative aspects? How much water will be used, for what, and how will local watersheds be affected? How will our infrastructure, community services and facilities be impacted, including roads, water, sewer, housing, law enforcement, etc.? How will production activities be powered? How will the environment and wildlife be affected? What will be the impacts relating to hunting, fishing and recreation in the oil shale development areas? Often we hear anecdotal responses to these questions, but like the industry, we need factual data on which to base our planning and infrastructure investment decisions.

We want to ensure that communities expected to be impacted by commercial development of oil shale have the appropriate and necessary financial resources to address and cope with the effects of production. Our community has learned from past energy development “booms” that investment in community services, facilities, and infrastructure is needed many years in advance of commercial production and the associated tax revenue. Additionally, as municipalities and counties in Colorado have experienced in recent years, energy tax revenues that have historically flowed to local governments to respond to energy development impacts have been usurped by the State Legislature to balance their budget in this down economy.

As in past comments on Oil Shale Development, the Rifle City Council strongly supports action by the federal government to develop an oil shale cumulative community impacts study for the anticipated commercial production regions and dedicate funding to address the identified local impacts prior to approval of commercial production. Additionally, the federal government should develop an incentive program for oil shale companies to provide meaningful up-front and on-going investment in local communities and to local governments directly affected by oil shale development and production.

Instead of selecting one of the alternatives put forward by BLM, the Rifle City Council requests that whatever alternative selected requires RD&D first. Additionally, we implore Secretary Salazar, BLM officials and our Congressmen and Senators to address the above mentioned issues through the federal regulatory or legislative processes to ensure that our community and region are prepared and have the necessary assistance in place prior to the commercial development of oil shale.

Thank you for your consideration of our concerns. Respectfully submitted on behalf of the City Council of the City of Rifle, Colorado.

Questions about submitting comments over the Web? Contact us at: ostseiswebmaster@anl.gov or call the Oil Shale and Tar Sands Webmaster at (630)252-5705.

[Return to Getting Involved](#)

City of Rifle

Utility Department News

Water

- Request for Qualifications has been sent to 10 contractors who specifically construct treatment plants. Qualifications are due June 15th and will be reviewed by staff. Selection of those contractors who will be allowed to submit a bid for construction of the Rifle Regional Water Purification Facility (RRWPF) will be presented to Council thereafter. We also advertised in the Post Independent.
- Plans and specifications completed to the 60% stage of the RRWPF will be provided to staff for review next week.
- Public Meeting on the Water Treatment Project is scheduled for May 1st at 7:00 pm. Tours will be conducted of the existing Graham Mesa Water Treatment Plant on May 3rd and May 5th.
- The City owns water rights (22%) in the Grand Tunnel Ditch and because of a ditch failure (a section will be piped), we are responsible to pay for a portion of the repair. One half of the cost will be billed with the normal spring assessment and the other half with the fall assessment.
- A draft resolution is being prepared under our Water Conservation Plan to establish landscaping and irrigation design requirements, high efficiency indoor plumbing requirements and modifying the purchase policy to incorporate these requirements into the purchasing code.

Wastewater

- Staff has implemented three of the Energy Audit recommendations which should save about \$8,000 per year in energy costs. The remaining five recommendations will be implemented in the near future.

Collection & Distribution

- Three repairs were made to the water system during the week of April 16—20 in the Railroad to Whiteriver Avenue/9th to 5th Street area. Water service was not available for a total of about 3 days. Bottled water was delivered to each household affected and an adjustment will be made to the water bills next month. This area has a water system that is nearly 100 years old and sections are beginning to fail.

May 2, 2012