



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

City Hall  
City Council Chambers  
202 Railroad Avenue  
Rifle, CO

Cablecast Live on  
Comcast Channel 10

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

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**REGULAR MEETING  
November 19, 2012**

**REGULAR MEETING 6:00 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.*

- 6:00 p.m.      1.    Regular Meeting Call to Order and Roll Call
- 6:03 p.m.      2.    Consent Agenda – consider approving the following items:  
                    A.    Minutes from the November 7, 2012 Regular Meeting  
                    B.    Set public hearing for new liquor license application for Brenden Rifle 7 Theatres  
                    C.    Modification of Liquor-Licensed Premises: Kum & Go #921  
                    D.    License Agreement with EAGLE-Net Alliance for RE-2 School District Broadband Services  
                    E.    West Slope Cost-Share Agreement for Ruedi Reservoir Repayment  
                    F.    September 2012 Sales Tax Report  
                    G.    September 2012 Financial Report  
                    H.    Accounts Payable
- 6:08 p.m.      3.    Citizen Comments and Live Call-In ((970) 665-6406)  
                    (For issues NOT on the Agenda. Please limit comments to 3 minutes.)
- 6:11 p.m.      4.    Action, if any, on Workshop Items (Mayor Miller)
- 6:15 p.m.      5.    Public Hearing – Special Event Liquor Permit – Colorado Mountain College Foundation – Jack Roberts Show (Lisa Cain)

- 6:25 p.m. 6. Public Hearing - 2013 Proposed Budget (John Hier)
- 6:35 p.m. 7. Consider Second Amendment to Lease with Cacaloco Enterprises, Inc. (Jim Neu)
- 6:45 p.m. 8. Consider amending Section R313.2 of the 2009 International Residential Code (IRC) removing the requirement for automatic residential fire sprinklers – Ordinance No. 21, Series of 2012 - first reading (Matt Sturgeon)
- 6:55 p.m. 9. Consider authorizing submittal of energy impact grant requests (Mike Braaten)
- 7:05 p.m. 10. Consider agreements for Garfield County Federal Mineral Lease District grants – Resolution Nos. 21 and 22, Series of 2012 (Mike Braaten)
- 7:15 p.m. 11. Consider request by Martifer Solar to waive building permits (Mike Braaten)
- 7:25 p.m. 12. Consider appointing Garfield County Senior Programs Board Representatives for 2013 (John Hier)
- 7:35 p.m. 13. Administrative Reports
- 7:45 p.m. 14. Comments from Mayor and Council
- 7:55 p.m. 15. Executive Sessions
  - A. Conference with City Attorney for the purpose of receiving legal advice on specific legal questions under CRS 24-6-402(4)(b); and for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under CRS 24-6-402(4)(e) (Jim Neu)
  - B. Discussion of a personnel matter under CRS 24-6-402(2)(f) and not involving: (1) any specific employees who have requested discussion of the matter in open session; (2) any member of this body or any elected official; (3) the appointment of any person to fill an office of this body or of an elected official; or (4) personnel policies that do not require the discussion of matters personal to particular employees (John Hier)

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

**Next Regular Meeting of Council: December 5, 2012 at 7:00 p.m.**



## RIFLE CITY COUNCIL MEETING

Wednesday, November 7, 2012

### REGULAR MEETING

7:00 p.m. \* Council Chambers

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

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

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

**OTHERS PRESENT:** John Hier, City Manager; Matt Sturgeon, Assistant City Manager/Director of Planning; Lisa Cain, City Clerk; Jim Neu, City Attorney; Jim Bell, Channel 10 Manager; J. R. Boulton, Police Lieutenant; Mike Braaten, Government Affairs Coordinator; Kristy Christensen, Deputy City Clerk; Peter Hayes, Building Inspector; Charles Kelty, Finance Director; Nathan Lindquist, City Planner; Tom Whitmore, Parks Director; Scott Aibner; Shelley Aibner; Christine Bionaz; Jon Black; Billy Bullock; Jim Bullock; Alan Burnham; Charles Ellsworth; Damian Ellsworth; Debby Ellsworth; Lindsey Ellsworth; Dylan Fixmer; Emily Fore; Garrick Frontella; Gil Frontella; Tanya Giard; Silvia Guerrero; Dave Herberger; Jessica Hernandez; Bob Howard; Jeanie Humble; Michael Langhorne; Frank Lee; David McConaughy; Mike McKibbin; Sean Mello; Gary Miller; Dick Morgan; Brad Plantz; Jason Pooler; Jack Pretti; Bob Rensberry; Helen Rogers; Kathy Rossilli; Mike Samson; Todd Sieber; Skye Sieber; Jeff Simonson; Elizabeth Stuver; Kelly Thompson; J B VanTeylingen; and Kevin Whelan.

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

- A. Minutes from the October 17, 2012 Regular Meeting
- B. Liquor License Renewals – Jon's Liquors; Creekbend Coffee Inc.
- C. City Hall heating/ventilation/air conditioning repairs and upgrades
- D. Consider Rifle Housing Authority request to waive building permit fee for 183 new windows
- E. Change Order Request for 5<sup>th</sup> Street Improvements
- F. Accounts Payable

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

### **CITIZEN COMMENTS AND LIVE CALL-IN**

There were no citizen comments or live call-ins.

### ***PUBLIC HEARING – APPEAL 2012-1***

Mayor Miller opened the public hearing and swore in Charles Ellsworth, Damian Ellsworth, Bob Howard, David McConaughy, and Jeff Simonson.

City Attorney Jim Neu and Assistant City Manager/Director of Planning Matt Sturgeon informed Council that at its September 25, 2012 meeting, the Planning Commission approved Conditional Use Permit 2012-6 requested by Bedrock Resources, LLC to operate an asphalt and concrete batch plant on property located near the Garfield

County Airport and adjacent to the Co-Gen Power Plant. On October 8, the City received an appeal of this decision from Mr. Howard on behalf of Airport Land Partners Limited (“ALP”), the owner and developer of Rifle Airpark PUD.

Mr. Howard outlined his objections to the granting of the conditional use permit to Bedrock Resources on several grounds that were included in the written Appeal provided to the City Council.

The Mayor asked representatives from Bedrock Resources to provide a response and Mr. Simonson reviewed the site plan for the asphalt and concrete batch plant. Mr. McConaughy responded to Mr. Howard’s objections.

Council discussed these issues with Bedrock’s representatives, ALP’s representative, and staff: (1) lifespan of the plant; (2) previous owners of the site; (3) ALP’s failure to attend the Planning Commission hearing; (4) the date of the letter of authority from the property owner to Bedrock; (5) the scope of Council’s review of the Planning Commission’s decision; (6) the reasons that staff recommended that the Planning Commission approve the permit; and (7) the permits that will be required by the state.

Citing Bedrock’s unsuccessful previous effort to obtain approval for an asphalt and concrete batch plant east of Rifle in Garfield County, the adverse economic impact of that failure upon Bedrock, and Mr. Howard’s unwillingness to cause a second adverse economic impact upon Bedrock, Mr. Howard withdrew his appeal, while urging Bedrock and staff to work with him to minimize the effects of this operation upon Rifle Airpark. The Mayor thanked Mr. Howard and closed the public hearing with no action required by the City Council.

Recess, 8:05 – 8:11 p.m.

***PUBLIC HEARING - 2013 PROPOSED BUDGET***

Mayor Miller opened the public hearing. City Manager John Hier provided an overview of the proposed 2013 budget. The following funds were discussed: General Fund, Street Improvement Fund, Street Capital Fund, Conservation Trust Fund, Economic Development Fund, Visitor Improvement Fund, Downtown Development Authority Fund, Rifle Information Center Fund, Urban Renewal Authority Fund, Energy Efficiency Fund, and Capital Fund.

*Consider Request for Use of Capital Funds for New Ute Theatre*

Mr. Hier explained that an appropriation of funds from the Capital Fund for the purpose of refurbishing the New Use Theatre would require the affirmative vote of at least 5 Councilors when Council considers adoption of the budget at its meeting of December 5, 2012.

Councilor Carter recused himself from consideration of this matter, because of a potential conflict of interest.

Gary Miller, Mike Samson, Jessica Hernandez, Christine Bionaz, Dylan Fixmer, Jon Black, and Scott Aibner spoke in support of the City providing funds to refurbish the theatre.

New Ute Theatre Society Board Members Shelley Aibner, Garrick Frontella, Tanya Giard, Helen Rogers, and Todd Sieber presented an operating budget for the theatre, with expenses balanced by revenues. They stated that the Garfield Re-2 School District supported efforts to refurbish the theatre. They requested that the City provide additional funds, beyond those shown in the draft budget, to add retractable seating to the renovation package.

Dr. Alan Burnham, Chief Technology Officer, American Shale Oil Corp. (“AMSO”), stated that AMSO was willing to contribute \$10,000 toward the cost to renovate the theatre.

Kathy Rossilli and Michael Langhorne talked with Council about the interplay of funding for the Rifle Fitness Center, the water treatment plant, the New Ute Theatre, and the Health and Wellness Center.

Council's consensus was that staff should retain in the draft 2013 budget the funds earmarked for refurbishing the theatre.

**ADMINISTRATIVE REPORTS**

Mr. Hier reported to Council on the following issues: 2013 budget; health insurance increase; 12<sup>th</sup> Street culvert; Energy Innovation Park infrastructure; County Managers' meetings; year-end reports; City employee Christmas party; and grants.

**COMMENTS FROM MAYOR AND COUNCIL**

Councilor A. Lambert thanked staff for its hard work on the budget.

Councilors wished the Rifle High School football team good luck in this Saturday's playoff game.

Meeting adjourned at 10:01 p.m.

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Lisa H. Cain  
City Clerk

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Jay D. Miller  
Mayor



**To:** Mayor and City Council; John Hier, City Manager  
**From:** Lisa Cain, City Clerk  
**Date:** Friday, November 16, 2012  
**Subject:** Setting a Hearing to Review an Application for a New Liquor License

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Brenden Theatre Corporation d/b/a Brenden Rifle 7 Theatres has filed an application for a new Beer and Wine liquor license for premises located at 250 West 2<sup>nd</sup> Street.

A hearing date needs to be set to review the application, which was submitted on October 15, 2012.

Staff recommends that we hold this hearing at the Council meeting on December 5, 2012.

Thank you.



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

**From:** Lisa Cain, City Clerk

**Date:** Friday, November 16, 2012

**Subject:** Modification of Premises Application: Kum & Go #921

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Kum & Go #921 has filed an application to modify its premises at 120 East 1<sup>st</sup> Street, for which there is a current 3.2% Beer Retail License (off premises). The old store building was demolished and is being replaced by a new, larger building.

The following criteria have been met by this business:

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

Based on the above information, I recommend approval of the application to modify the premises.

FOR DEPARTMENT USE ONLY

Received

OCT 30 2012

Liquor Enf. Div.

# PERMIT APPLICATION AND REPORT OF CHANGES

CURRENT LICENSE NUMBER 12-40424-0013

ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN

LOCAL LICENSE FEE \$ — 0 —

APPLICANT SHOULD OBTAIN A COLORADO LIQUOR & BEER CODE BOOK TO ORDER CALL (303) 370-2165

1. Applicant is a  <input type="checkbox"/> Corporation ..... <input type="checkbox"/> Individual <input type="checkbox"/> Partnership..... <input checked="" type="checkbox"/> Limited Liability Company	PRESENT LICENSE NUMBER
	12-40424-0013

2. Name of Licensee Kum & Go LC	3. Trade Name Kum & Go # 921
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4. Location Address  
120 E ~~at~~ 1<sup>ST</sup> ST.

City Rifle	County Gibfield	ZIP 81650
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SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager reg/change	Section C
• License Account No. _____ 1983-750 (999) <input type="checkbox"/> Manager's Registration (Hotel & Restr.)..\$75.00 2012-750 (999) <input type="checkbox"/> Manager's Registration (Tavern).....\$75.00 <input type="checkbox"/> Change of Manager (Other Licenses) NO FEE	2210-100 (999) <input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 2200-100 (999) <input type="checkbox"/> Wholesale Branch House Permit (ea).... 100.00 2260-100 (999) <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) . 50.00 2230-100 (999) <input type="checkbox"/> Change Location Permit (ea)..... 150.00 2280-100 (999) <input checked="" type="checkbox"/> Change, Alter or Modify Premises \$150.00 x <u>1</u> Total Fee <u>150.00</u>
Section B – Duplicate License	
• Liquor License No. _____ 2270-100 (999) <input type="checkbox"/> Duplicate License .....\$50.00	2220-100 (999) <input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ 1988-100 (999) <input type="checkbox"/> Addition of Related Facility to Resort Complex \$75.00 x _____ Total Fee _____

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

DATE LICENSE ISSUED	LICENSE ACCOUNT NUMBER	PERIOD
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-750 (999)	-100 (999)	The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.	TOTAL AMOUNT DUE \$ _____ .00
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*Paid \$150.00, check #4102  
Ac 10/30/12*

## INSTRUCTION SHEET

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

**Section A**

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

**Section B**

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

**Section C**

Check the appropriate box in section C and proceed below.

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

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

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

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

Signature <i>Chris Berger</i>	Title <i>CFO</i>	Date <i>10/15/2012</i>
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**REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY / COUNTY)**

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

Local Licensing Authority (City or County)	Date filed with Local Authority
	<i>11-8-2012</i>

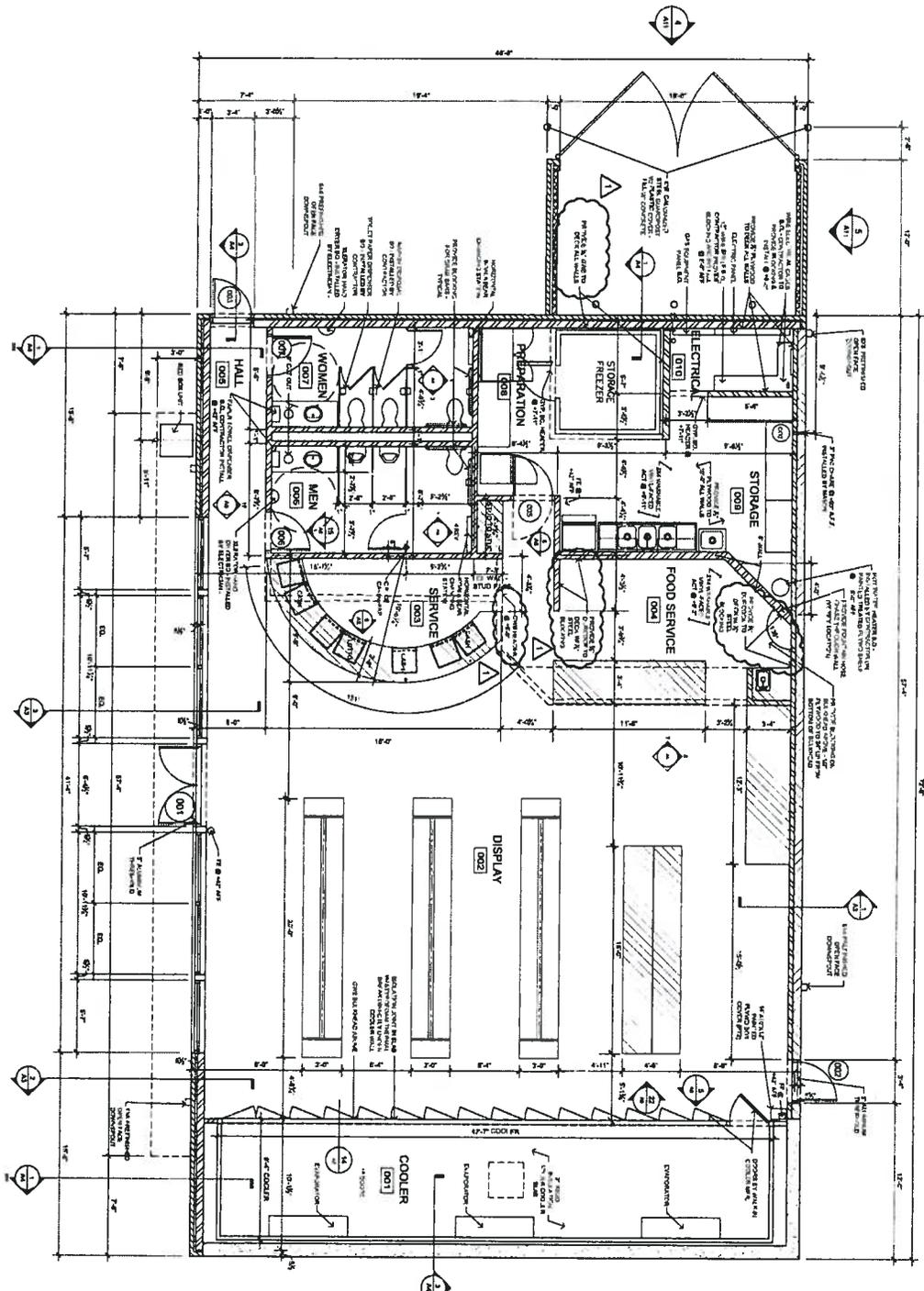
Signature	Title	Date
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**REPORT OF STATE LICENSING AUTHORITY**

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

Signature	Title	Date
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- ### GENERAL NOTES
1. DIMENSIONS ARE TO FACE OF MASONRY FACE OF UNLESS OTHERWISE NOTED.
  2. ALL EXTERIOR PARTITION WALLS ARE TO BE 8" GYB UNLESS OTHERWISE NOTED.
  3. PROVIDE BLOCKING AS REQUIRED FOR WALL HANGING EQUIPMENT.
  4. PROVIDE 3/4" FIBERGLASS INSULATION IN WALLS INDICATED WITH A DASHED LINE.
  5. RESTROOM PARTITIONS AND KOLA CHANGING STATIONS TO BE SUPPORTED FROM TOP TO BOTTOM BY 1/2" DIA. STEEL STUDS.
  6. NO EXPOSED CONDUIT OR PLUMBING IN PREPARATION AREA.
  7. URINAL PARTITIONS SUPPORTED IN FRONT BY 1 1/2" DIA. STEEL STUDS TO BE CAPPED AT HEIGHT OF BACK OF PARTITION FOR "ANCHOR" FROM THROU-EIN 1/2" DIA. BROWER.

FLOOR PLAN



<b>A1</b>	<b>KUM &amp; GO STORE #921</b> RIFLE, COLORADO <b>FLOOR PLAN</b> SCALE: 1/4" = 1'-0"	PROPOSED MODIFICATION
10095 FEB. 28, 2012 ARCHITECT	<b>SHIFFLER ARCHITECTS PLLC</b> <b>ASSOCIATES</b> <small>6117 GRAND AVENUE DENVER, COLORADO 80221</small>	



#### EAGLE-NET ALLIANCE IS:

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- An intergovernmental entity that operates a Colorado cost-sharing cooperative which is able to procure and distribute high speed broadband services on behalf of the entire membership for a cost savings shared by all.
- An entity created pursuant to Colorado law by an intergovernmental agreement, and is recognized by the Colorado Department of Local Affairs as a local government entity.
- A non-tax generating entity since its revenues are only fee generated, by delivery of services to other government entities and non-profit entities that provide quasi-governmental services.
- A non-tax receiving entity in that it receives no tax funding for operating expenses from city, county, state or federal sources.

#### CURRENT SERVICES OFFERED BY EAGLE-NET:

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- Broadband Internet connectivity with network connections from Colorado's local communities to the large internet backbones – a service known as “middle mile transport” – which will provide speeds from 10-1,000 Mbps (1 Gbps) and above.
- Broadband Internet connectivity and access to advanced research and education, and peering networks (Internet2, National Lambda Rail, TransitRail, TeliaSonera, etc.) with middle mile transport to the internet backbone.
- Middle mile transport also means that the network is designed to provide access to excess network capacity to other service providers such as Internet Service Providers, telecom companies and wireless companies in an open, provider-neutral, and non-discriminatory fashion.
- Regional and statewide cloud based transport services within peering and user established networks.

#### EAGLE-NET AND THE BTOP GRANT:

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- EAGLE-Net was awarded a \$100.6 million Broadband Technology Opportunities Program (BTOP) infrastructure grant in September 2010 from the National Telecommunications and Information Administration (NTIA) to build a sustainable statewide middle mile network by August 31, 2013.
- EAGLE-Net will connect 234 community anchor institutions through the grant:
  - 178 K-12 school districts
  - 26 libraries
  - 15 community colleges
  - 12 Boards of Cooperative Educational Services
  - 3 higher education institutions
- The BTOP infrastructure grant provides capital funding to deploy the network, but does not cover costs to manage and maintain the network. Eligible grant expenditures can include new construction, fiber purchases, equipment purchases, and long-term capital leases of infrastructure (dark fiber, conduit, towers, etc.).
- EAGLE-Net is utilizing a design-build construction process that facilitates multiple activities to be managed simultaneously across the state. This allows EAGLE-Net to accommodate and modify construction schedules based on weather, terrain, environmental conditions, and other factors.
- After the grant period, EAGLE-Net will be sustainable by generating revenue through services provided to members of the cost sharing cooperative.

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#### EAGLE-NET ALLIANCE CONTACT:

11800 Ridge Parkway, Suite 450  
Broomfield, CO 80021  
720-210-9500

[WWW.CO-EAGLENET.NET](http://WWW.CO-EAGLENET.NET)

3.20.12

**LICENSE AGREEMENT  
EAGLE-NET ALLIANCE  
RE2 SCHOOL DISTRICT CONDUIT  
WHITEWATER AVENUE RIGHT OF WAY**

THIS LICENSE AGREEMENT is made and entered into as of November 15, 2012, by and between the CITY OF RIFLE, COLORADO, a Colorado home rule municipality (“City”), 202 Railroad Avenue, Rifle, CO 81650; and EAGLE-Net Alliance (“Licensee”), 11800 Ridge Parkway #450, Broomfield, CO 80021.

W I T N E S S E T H:

WHEREAS, Licensee is an intergovernmental entity that operates a Colorado cost-sharing cooperative in order to procure and distribute high speed broadband services for its members; and

WHEREAS, Licensee owns conduit placed in the City rights of way more particularly described in part 2 below for the use of Garfield School District No. RE-2 (“School District”), including conduit, wiring, connection points, pull boxes and/or risers, otherwise generally referred to herein as “Conduits”; and

WHEREAS, the School District will derive substantial benefit from the Conduits as a reliable and local broadband network; and

WHEREAS, the City is willing to grant Licensee a license to occupy a portion of its right-of-way subject to the terms and conditions of this License Agreement.

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

1. Recitals. The foregoing recitals are incorporated by reference herein.
2. Grant of License/Conditions of Use. The City hereby grants Licensee a license to occupy a portion of the right-of-way of Whiteriver Avenue from 9th Street up to 21st Street, then paralleling 21st Street and across the Highway 13 corridor, with City ownership ending at that CDOT corridor as more particularly shown on Exhibits 1-5 attached hereto and incorporated herein by this reference. This grant of license is expressly limited to and for the sole purpose of the construction, maintenance and operation of the Conduits. Licensee shall be responsible for all costs of construction, maintenance and operation of the Conduits. Licensee shall, repair any damage to the public right of way or improvements located therein, resulting from construction, maintenance, or operation of the Conduits. In the event Licensee does not repair any damage to the public right of way or if emergency repairs are required and the City makes such repairs, Licensee shall be responsible for all costs incurred by the City, including costs related to collection of such sums. Licensee shall provide the City as-built data on the local GIS coordinate system (UTM 13) as well as written affirmation of the “One Call” coordination for future field location services.

3. Term. The license shall extend for ninety-nine (99) years from the date of this License Agreement and may thereafter be extended by mutual agreement of the parties upon terms and conditions negotiated at that time. In the event the Conduits are not used for twelve (12) consecutive months, the license granted hereunder shall terminate.

4. Indemnification. To the extent permitted by applicable law, Licensee agrees to forever indemnify, defend, and hold harmless the City against any and all claims, liabilities, or demands whatsoever relating to or arising out of the Licensee's use of the right-of-way, the construction, maintenance or operation of the Conduits, or arising out of or related to this License Agreement.

5. Severability. Should any portion of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in force and effect.

6. Entire Agreement. This Agreement is the entire agreement of the parties, and neither party has relied on any promises or representations except as expressly described herein.

7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. The District Court in and for Garfield County, Colorado, shall be the exclusive venue for any dispute arising hereunder. In the event of such a dispute, the prevailing party shall be entitled to reasonable expenses, including attorney fees.

8. No Liens. Licensee shall keep the Conduits free and clear of any mechanic's or materialmen's liens for labor performed or material furnished at the instance or request of Licensee or anyone claiming under Licensee.

9. Recordation. This Agreement shall be recorded in the Office of the Garfield County Clerk and Recorder's Office.

WHEREFORE, the parties have executed this agreement effective as of the date first written above.

CITY OF RIFLE, COLORADO

By: \_\_\_\_\_  
Jay Miller, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Cain, City Clerk

[SEAL]



**Karp.Neu.Hanlon**<sup>PC</sup>  
ATTORNEYS AT LAW

Sander N. Karp  
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Karl J. Hanlon  
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DATE: November 14, 2012  
TO: Mayor Jay Miller and Rifle City Council  
FROM: Karp Neu Hanlon   
RE: Ruedi Reservoir Contracts

The City of Rifle has entered into two contracts with the U.S. Bureau of Reclamation for the right to use water stored in Ruedi Reservoir (located on the Frying Pan River east of Basalt). The first contract was entered into in 2000 which allows the City to use up to 350 acre-feet of water per year (Contract No. 009D6C0042). The second contract was entered into in 2011 which allows the City to use up to 200 acre-feet of water per year (Contract No. 119D6C0074).

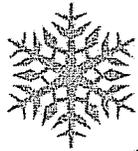
Both of the Ruedi Reservoir contracts have 25 year terms (with one contract expiring in 2025 and the other in 2036). At the end of the term, the City has a first right to renegotiate a new contract for the same amount of water. Any new contract would be subject to legal and regulatory burdens in place at that time.

The Colorado River Water Conservation District ("River District") has been negotiating with the Bureau of Reclamation on several issues related to Ruedi Reservoir. In particular, the River District has been actively seeking to lease out the remaining contract pool storage space in Ruedi Reservoir in order to repay the debt to the federal government related to construction of the dam. The River District has been successful in finding entities to lease the remainder of the contract pool in Ruedi Reservoir which will prevent a crisis when the debt associated with construction of the dam must be paid in 2019.

The River District has also negotiated with the Bureau of Reclamation to convert existing Ruedi Reservoir contracts from 25 year terms to perpetual contracts. In other words, as opposed to renegotiating a contract with the Bureau of Reclamation at the end of the 25 year term, the contract and right to receive water will remain in effect so long as annual payments for operation and maintenance costs are made. In order to convert a contract from a 25 year term to perpetual, the Bureau of Reclamation must conduct an environmental review on the decision. The Bureau of Reclamation is willing to undertake such review on a group basis (which should save each individual contract holder money over paying for the environmental review on a contract-by-contract basis). The River District is willing to coordinate the environmental review on behalf of the West Slope contractees. However, the River District is asking each contract holder to pay

their pro-rata share of the environmental review cost. The initial estimate on the environmental review for existing contract holders is \$10,000 – although this could go up depending on the amount spent by the Bureau of Reclamation. The City's share of that amount under the proposed agreement with the River District would be \$596.34 for its two contracts. This is likely a substantial cost savings over what the environmental review cost would be if only Rifle's Ruedi Reservoir contracts were being handled.

Together with this memorandum, you will find a letter from the Colorado River Water Conservation District discussing the status of negotiations with the Bureau of Reclamation and a copy of the West Slope Cost-Share Agreement for Ruedi Reservoir Repayment Contracts. Please note that the attached draft does contain a typo on the amount to be paid by the City (the agreement reads \$2316.85 when the actual number is \$216.85). This typo will be fixed in the final agreement. We recommend authorizing the City Manager to execute the final version of the agreement with the River District.



# Colorado River District

**75 Years**

**Protecting Western Colorado Water**



November 6, 2012

**RE: Ruedi Reservoir Contracts**

Dear Existing Ruedi Reservoir Contractors:

I am the Deputy General Manager for the Colorado River Water Conservation District (River District). Over the last year, the River District has been involved in negotiations with various proposed contractors and the Bureau of Reclamation (Bureau) regarding entering into additional new contracts for Ruedi Reservoir water that will result in the contracting of the entire firm marketable yield of the Reservoir and the alternate repayment of the cost for construction and accrued interest for each acre foot within the marketable yield pool of 46,500 acre feet. Federal law requires that these costs be repaid by 2019.

We are writing to you because you currently have an existing contract with the Bureau for water stored in Ruedi Reservoir. These contracts are limited to 25 years in duration and have a first right of renewal provision for the contract holder based upon Federal policy and statutes in effect at the time of the renewal. These contracts were entered into as "Repayment Contracts". At the time, each contractor was given the option of pre-paying the entire capital and interest due associated with the water placed under contract, or the ability to amortize those payments, at the project interest rate of 3.046%, on an annual basis through 2019. Operation, maintenance, repairs and replacement (OMR&R) costs are in addition to the capital and interest costs. Once the capital and accrued interest costs have been repaid, the contract continues through the remainder of the term with the only payment requirement being the annual OMR&R costs which range between \$2.50 and \$5.00 per acre foot.

As part of the negotiations that have been occurring, the River District has asked the Bureau to clarify in the new contracts that, upon payment of capital and interest, these contracts will remain in effect in perpetuity, or can be renewed at the end of their term, with the only charge being the OMR&R costs. We are pleased to advise you that the Bureau has indicated they are willing to do so.

The Bureau is in the process of undertaking compliance with the National Environmental Policy Act (NEPA) for the parties seeking new contracts. In addition, the Bureau has agreed that it will undertake NEPA compliance for the purpose of amending the existing contracts to provide the clarification discussed above. The Bureau has indicated that this clarification will take the form of an amendment to each existing contract. Although we are not certain whether this will be in the form of an amendment that will make the contracts perpetual, or, in the alternative, an amendment that will clarify that renewals can be made in perpetuity at the option of the contract holder with the only charge associated with such renewal being the OMR&R costs. Regardless, we believe it is very important for each of you to consider pursuing such an amendment as it will greatly increase the value of your Repayment Contract and insure the water is available to you in

201 Centennial Street / PO Box 1120 • Glenwood Springs, CO 81602

(970) 945-8522 • (970) 945-8799 Fax

[www.ColoradoRiverDistrict.org](http://www.ColoradoRiverDistrict.org)

November 6, 2012

perpetuity at the very low cost of OMR&R costs, once the capital and interest charges have been paid by 2019.

The River District entered into an agreement with the Bureau called the Contributed Funds Act Agreement (CFAA), a copy of which is attached as an exhibit to the proposed West Slope Cost Share Agreement that is also attached. This Agreement makes it clear that the NEPA compliance contemplated by the CFAA will include the amendment of existing Round I and Round II contracts to be on similar terms [in perpetuity with no costs other than OMR&R once capital and interest has been repaid] for the existing contracts. The amendment provisions are set forth in Paragraphs III(b); Paragraph V(a)(8); Paragraph VI(1) and (4)(b). The River District has entered into this Contract with the Bureau and provided the Bureau with the required \$100,000.00 deposit. The River District is proposing a Cost Sharing Agreement between the River District, the entities requesting new contracts, and, to a small extent, the existing contract holders. For that purpose, we have drafted the attached West Slope Cost Share Agreement and request that you become a party to this Contract and contribute the funds shown in Paragraph 8. The River District made a determination that the allocation of these costs should be 90% attributed to the proposed new contracts since a greater level of environmental compliance and analysis will be required, and 10% to the existing contractors. All costs are to be divided based upon the amount of acre feet each party has under contract. We would like to get this Agreement executed in counterparts as soon as possible. However, due to budget constraints, the River District agrees that the financial contribution could be made in January 2013 if funds are not available in your budgets for 2012.

Please be aware that, without NEPA compliance, you will not be able to amend your contract to gain the benefit of the amendment. If you chose to later amend your contract to be consistent with the new proposal, you will be required to provide NEPA compliance on your own, which we believe will be far more costly than being part of this large group.

Additionally, please be aware that the \$100,000.00 provided by the River District is a deposit and not an estimate of the final cost, although we hope it will not be significantly more and we will keep you apprised as funds are spent from the deposit. Note that the CFAA signed by the River District requires that a minimum balance of \$50,000.00 be maintained at all times.

Lee Leavenworth, our Special Counsel on this matter, and I would be happy to discuss this matter with you or answer any questions you may have. Lee can be reached at 970-963-6200 and I can be reached at 970-945-8522.

Sincerely,



Daniel R. Birch, P. E.  
Deputy General Manager

Attachments

**WEST SLOPE COST-SHARE AGREEMENT  
FOR  
RUEDI RESERVOIR REPAYMENT CONTACTS**

This West Slope Cost-Share Agreement ("Agreement") is made and entered into as of \_\_\_\_\_, 2012, by and between the following entities:

Basalt Water Conservancy District, c/o David Hallford, Balcomb & Green, P.C., P.O. Drawer 790, Glenwood Springs, Colorado 81602, (970) 945-6546.

Battlement Mesa Metropolitan District, c/o Tom Zancanella/Matt Dalton, Zancanella & Associates, P.O. Box 1908, Glenwood Springs, Colorado 81602, (970) 945-5700.

City of Aspen, c/o Cynthia F. Covell, Alperstein & Covell, P.C., 1600 Broadway, Suite 2350, Denver, Colorado 80202, (303) 894-8191.

City of Glenwood Springs, c/o Jeff Hecksel, City Manager, P.O. Box 974, Glenwood Springs, Colorado 81601, (970) 384-6408.

City of Rifle, c/o James S. Neu, City Attorney, PO Drawer 2030, Glenwood Springs, CO 81602.

Crown Mountain Park and Recreation District, c/o Loyal E. Leavenworth, P.O. Box 1530, Carbondale, Colorado 81623, (970) 963-6200.

Colorado River Water Conservation District, acting by and through its Colorado River Water Projects Enterprise ("River District"), whose address is P.O. Box 1120, Glenwood Springs, Colorado 81602, (970) 945-8522.

Elk Meadows Properties, LLC, c/o Sara Dunn, Balcomb & Green, P.C., P.O. Drawer 790, Glenwood Springs, Colorado 81602, (970) 945-6546.

Encana, c/o Chris Durrant, P.E., Group Lead -S.R.B.U. Water Management, Encana Oil & Gas (USA) Inc. 370 17th Street, Suite 1700, Denver, Colorado 80202, (303) 895-0748.

Exxon/Mobil, Kristin H. Moseley, Special Water Counsel for ExxonMobil, Porzak Browning & Bushong LLP, 929 Pearl Street, Suite 300, Boulder, Colorado 80302, (303) 443-6800.

Garfield County, c/o Andrew Gorgey, County Manager, 109 8<sup>th</sup> Street, Suite 219, Glenwood Springs, CO 81601, (970) 945-9150.

Mid Valley Metropolitan District, c/o Loyal E. Leavenworth, P.O. Box 1530, Carbondale, Colorado 81623, (970) 963-6200.

Owl Creek Ranch Homeowners Association, c/o Rhonda Bazil, Rhonda J. Bazil, P.C., 230 East Hopkins Avenue, Aspen, Colorado 81611, (970) 925-7171.

Petroleum Development Corp., c/o Ramsey L. Kropf, Patrick, Miller & Kropf, P.C., 730 E. Durant Avenue, Suite 200, Aspen, Colorado 81611, (970) 920-1028.

Ruedi Water and Power Authority, c/o Mark Fuller, Executive Director, 0238 Fawn Drive, Carbondale, Colorado 81623, (970) 963-4959.

WEST SLOPE COST-SHARE AGREEMENT FOR RUEDI RESERVOIR REPAYMENT CONTACTS  
PAGE 2

Snowmass Water & Sanitation District, c/o Mark Hamilton, Holland & Hart, LLP, 600 East Main Street, Suite 104, Aspen, Colorado 81611, (970) 925-3476.

Starwood Metropolitan District, Attention: Executive Director/Manager, 121 Stewart Drive, Aspen, Colorado 81611, (970) 925-8939.

Ted and Hilda Vaughn, 259 C.R. 320, Rifle, CO 81650-9606 (970) 625-3362.

Thomas H. Bailey, c/o Glenn Porzak, Porzak Browning & Bushong, LLP, 929 Pearl Street, Suite 300, Boulder, Colorado 80302, (303) 443-6800.

Town of Basalt, Attention: Bill Kane, Town Administrator, 101 Midland Avenue, Basalt, Colorado 81621, (970) 927-4701.

Town of Carbondale, Colorado, c/o Mark Hamilton, Holland & Hart, LLP, 600 East Main Street, Suite 104, Aspen, Colorado 81611, (970) 925-3476.

Town of DeBeque, c/o Mark Hamilton, Holland & Hart, LLP, 600 East Main Street, Suite 104, Aspen, Colorado 81611, (970) 925-3476.

Town of New Castle, Attention Town Manager, P.O. Box 90, New Castle, Colorado 81647, (970) 984-2311.

Town of Palisade, c/o Mary Elizabeth Geiger, Sherry A. Caloia, LLC, 1204 Grand Avenue, Glenwood Springs, Colorado 81611, (970) 945-6067.

Town of Parachute, Attention: Robert Knight, Town Administrator, P.O. Box 100, Parachute, Colorado 81635, (970) 285-7630.

Town of Silt, c/o Town Manager, P.O. Box 70, Silt, Colorado 81652, (970) 876-2353.

Ute Water Conservancy District, acting by and through the Ute Water Activity Enterprise, c/o Larry Clever, Manager, P.O. Box 460, Grand Junction, Colorado 81502-0460. (970) 242-7491.

W/J Metro District, c/o Tom Zancanella/Matt Dalton, Zancanella & Associates, P.O. Box 1908, Glenwood Springs, Colorado 81602, (970) 945-5700.

Westbank Ranch Homeowners Association, c/o John Haines, President, Board of Directors, 28 Fairway Lane, Glenwood Springs, Colorado 81601, (970) 945-9392.

West Divide Water Conservancy District, c/o Samuel B. Potter, President, P.O. Box 1478, Rifle, Colorado 81650, (970) 625-5421.

Wildcat Ranch Homeowners Association, c/o Kristin Moseley, Porzak Browning & Bushong, LLP, 929 Pearl Street, Suite 300, Boulder, Colorado 80302, (303) 443-6800.

The foregoing entities are referred to herein individually as a Party and collectively as the Parties.

RECITALS

A. The River District has entered an agreement with the United States, Department of the Interior, Bureau of Reclamation ("Reclamation"), pursuant to the Sundry Civil Expenses Appropriations Act for 1922 (43 U.S.C. § 395) (the "Contributed Funds Act Agreement" or "CFAA"). A copy of the CFAA is attached hereto as Exhibit A.

B. One of the purposes of the CFAA is to assign to the River District the role of a clearinghouse to compile funds collected from the Parties hereto, and to provide those funds to Reclamation for costs associated with Reclamation's environmental compliance review of the Parties' respective contract requests for a total of 19,589.5 acre feet of Ruedi Reservoir water repayment contracts, and costs attributable to clarification or amendment of existing Ruedi Reservoir Round I and Round II contracts (all tasks, together referred to as the "Ruedi Reservoir Water Contracts").

C. Another purpose of the CFAA is to assign to the River District the task of compiling information and facilitating the exchange of information between the Parties and Reclamation that is necessary for environmental compliance review of the Ruedi Reservoir Water Contracts.

D. The Parties desire to establish the mechanism for the River District to compile funds provided by the Parties necessary to complete the tasks specified in, and to establish responsibilities in the exchange of information in furtherance of, the CFAA.

The Parties therefore agree as follows:

1. The Parties consent to the River District acting on behalf of, and as the clearinghouse for information between the Parties and Reclamation, in order to facilitate the tasks specified in the CFAA. The Parties agree to provide the River District on a timely basis with the information that is necessary for the River District to facilitate environmental compliance review of the Ruedi Reservoir Water Contracts.

2. Costs attributable to the CFAA will be allocated as described in this Agreement.

3. The Parties authorize the River District to enter into appropriate professional services agreement(s) with third-party contractors to perform analyses required by and under the direction of Reclamation for the purpose of analyzing the effects of the actions related to the Ruedi Reservoir Water Contracts. Additionally, the Parties recognize the River District has contracted with Lee Leavenworth and McDonald Water Policy Consulting, LLC to provide as needed and as requested assistance with the CFAA matters and related Reclamation contracting matters, and that the River District may seek contributions to partially offset the River District's costs attributable to the Leavenworth and McDonald work that benefits the Parties.

4. The initial contribution under the CFAA is \$100,000 (the "Initial Funds") Additional contributions are required whenever expenditures leave a balance in the contribution fund of less than \$50,000 (the "Additional Contributions"). This Agreement obligates the Parties to contribute their respective share of the Initial Funds plus any required Additional Contributions (together referred to as the "Obligated Funds") in the proportions described in paragraph 8 below.

5. The River District entered into the CFAA on behalf of the Parties and will perform the tasks specified therein in good faith, provided adequate funding for the CFAA is provided by the Parties

WEST SLOPE COST-SHARE AGREEMENT FOR RUEDI RESERVOIR REPAYMENT CONTACTS  
PAGE 4

pursuant to this Agreement. The River District will provide the Parties with periodic and timely information regarding the status of the work conducted and fund balance under the CFAA.

6. The River District will seek advice and guidance from Executive Committee of the Parties in the management of actions under the CFAA. The Executive Committee shall consist of one representative of each of the following Parties:

- a. River District
- b. Ute
- c. Encana
- d. One representative selected by Aspen, Carbondale, the Snowmass Water & Sanitation District, and the Basalt Water Conservancy District
- e. One representative selected by Battlement Mesa Metropolitan District, West Divide Water Conservancy District, and Garfield County

The Executive Committee shall meet in person or by telephone as often as necessary to conduct necessary business. All actions and approvals by the Executive Committee shall be made by unanimous agreement, with one vote for each Party that is a member of the Executive Committee. Each Party shall pay the cost of its representative participating in the Executive Committee.

7. The Parties shall reimburse the River District for all professional fees and costs incurred under the CFAA upon receipt of an invoice from the River District. The River District shall invoice each Party once per month for such professional fees and costs in arrears, which invoice shall include a copy of the invoice or other payment documentation received by the River District for the professional fees and costs billed. Each Party shall pay such invoice within 30 days after receipt. Absent a subsequent written agreement of the River District, failure to timely pay an invoice by any Party shall terminate that Party's participation in this Agreement and shall operate as a withdraw of that Party's request for environmental compliance review for a Ruedi Reservoir water supply contract from Reclamation as part of this joint cooperative request.

8. The Obligated Funds will be allocated to and paid to the River District in accordance with the following percentages (subject to future reallocation if one or more Parties withdraws from this Agreement). The Initial Funds will be paid by the Parties to the River District as follows:

Parties requesting new contracts (responsible for 90% of \$100K):	AF	%	Amount Due
Basalt Water Conservancy District	300	1.53	\$1,377.00
Battlement Mesa Metropolitan District	500	2.55	\$2,295.00
City of Aspen	400	2.04	\$1,836.00
Crown Mountain Park and Recreation District	62	0.32	\$288.00
Colorado River Water Conservation District	2,666	13.61	\$12,249.00
Elk Meadows Properties, LLC	70	0.36	\$324.00
Encana	3,998	20.41	\$18,369.00
Garfield County	889	4.54	\$4,086.00
Mid Valley Metropolitan District	100	0.51	\$459.00
Owl Creek Ranch Homeowners Association	15	0.08	\$72.00
Petroleum Development Corporation	500	2.55	\$2,295.00
Snowmass Water & Sanitation District	500	2.55	\$2,295.00

WEST SLOPE COST-SHARE AGREEMENT FOR RUEDI RESERVOIR REPAYMENT CONTACTS

PAGE 5

Parties requesting new contracts (responsible for 90% of \$100K):	AF	%	Amount Due
Town of Carbondale	250	1.28	\$1,152.00
Town of DeBeque	100	0.51	\$459.00
Town of Palisade	200	1.02	\$918.00
Ute Water Conservancy District	8,885	45.37	\$40,833.00
Wildcat Ranch Homeowners Association	50	0.26	\$234.00
W/J Metro District	100	0.51	\$459.00
Total	19,585	100%	\$90,000.00

Parties not requesting new contracts (responsible for 10% of \$100K):	AF	%	Amount Due
City of Glenwood Springs	500	0.54	\$542.12
City of Rifle	350	0.38	\$379.49
City of Rifle	200	0.22	<del>\$2316.85</del>
ExxonMobil	6,000	6.51	\$6,505.48
Ruedi Water & Power Authority	185	0.20	\$200.59
Starwood Metropolitan District	43	0.05	\$46.62
Ted and Hilda Vaughn	15	0.02	\$16.26
Thomas H. Bailey	35	0.04	\$37.95
Town of Basalt	200	0.22	\$216.85
Town of Basalt	300	0.33	\$325.27
Town of New Castle	400	0.43	\$433.70
Town of Parachute	75	0.08	\$81.32
Town of Silt	217	0.24	\$235.28
Town of Silt	83	0.09	\$89.99
Westbank Ranch Homeowners Association	20	0.02	\$21.68
West Divide Water Conservancy District	500	0.54	\$542.12
West Divide Water Conservancy District	100	0.11	\$108.42
Total	9,223	100%	\$10,000.00

\$216.85

9. The River District shall not be obligated to pay professional fees and costs under the CFAA on behalf of the Parties in any calendar year in an amount that exceeds the sum total of the funds available from all of the Parties in that calendar year. In addition, the River District shall have the right to terminate the CFAA in the event that one or more Parties does not timely pay the invoices provided under this Agreement or if there are insufficient funds available from the Parties to fund the CFAA during a calendar year.

10. No Party shall be responsible for payment of the obligations of any other Party under this Agreement. The River District will return to the Parties their pro rata amount (without interest) of any funds refunded to the River District by Reclamation pursuant to the CFAA.

11. Each Party shall have the right to terminate its participation in this Agreement at any time by giving 30 days advance written notice of termination to all other Parties. In the event of such termination, the terminating Party shall pay the River District for all professional fees and costs incurred under the CFAA up to the time of the termination, upon receipt of invoices from the River District. After

WEST SLOPE COST-SHARE AGREEMENT FOR RUEDI RESERVOIR REPAYMENT CONTACTS  
PAGE 6

such termination, the terminating Party shall have no further rights or obligations under this Agreement. Unless otherwise agreed by all Parties, termination of this Agreement by one Party shall not terminate the Agreement as to all other Parties.

12. The Parties' obligation to pay the River District their respective costs of all professional fees and costs incurred under the CFAA shall survive termination of the Agreement.

13. This Agreement is the entire agreement between the Parties regarding the subject matter hereof and shall be modified by the Parties only by a duly executed written instrument approved by all Parties.

14. This Agreement may be executed in any number of counterparts. All executed counterparts showing execution by all parties shall together be considered as one original.

BASALT WATER CONSERVANCY  
DISTRICT

By \_\_\_\_\_  
Don Boyer, President

Attest:

By: \_\_\_\_\_  
Secretary to the Meeting  
Name: \_\_\_\_\_

BATTLEMENT MESA METROPOLITAN  
DISTRICT, a quasi-municipal corporation and  
political subdivision of the State of Colorado

By \_\_\_\_\_  
President and Authorized Signatory  
[print name]

CITY OF ASPEN

By \_\_\_\_\_  
Name/Title: \_\_\_\_\_

CITY OF GLENWOOD SPRINGS

By \_\_\_\_\_  
Jeff Hecksel, City Manager

CITY OF RIFLE

By \_\_\_\_\_  
John Hier, City Manager

CROWN MOUNTAIN PARK &  
RECREATION DISTRICT

By \_\_\_\_\_  
Chris Woods, Executive Director

COLORADO RIVER WATER  
CONSERVATION DISTRICT, acting by and  
through its Colorado River Water Projects  
Enterprise ("River District")

By \_\_\_\_\_  
Eric R. Kuhn, General Manager

ELK MEADOWS PROPERTIES, LLC  
A Michigan corporation

By \_\_\_\_\_  
Bruce Seyburn, Manager

ENCANA OIL & GAS (USA) INC.

By \_\_\_\_\_  
Attorney In Fact

EXXON/MOBIL

By \_\_\_\_\_  
Name/Title: \_\_\_\_\_

WEST SLOPE COST-SHARE AGREEMENT FOR RUEDI RESERVOIR REPAYMENT CONTACTS  
PAGE 7

BOARD OF COUNTY COMMISSIONERS,  
GARFIELD COUNTY, COLORADO

By \_\_\_\_\_  
John Martin, Chair

MID VALLEY METROPOLITAN DISTRICT

By \_\_\_\_\_  
William R. Reynolds,  
Executive Director

OWL CREEK RANCH HOMEOWNERS  
ASSOCIATION, a Colorado not-for-profit  
corporation

By \_\_\_\_\_  
Larry Marx, President

PETROLEUM DEVELOPMENT CORP.

By \_\_\_\_\_  
Authorized Signatory  
Name/Title: \_\_\_\_\_

RUEDI WATER AND POWER AUTHORITY

By \_\_\_\_\_  
Name/Title: \_\_\_\_\_

SNOWMASS WATER & SANITATION  
DISTRICT

By \_\_\_\_\_  
Name/Title: \_\_\_\_\_

STARWOOD METROPOLITAN DISTRICT

By \_\_\_\_\_  
Executive Director/Manager  
\_\_\_\_\_  
[print name]

TED AND HILDA VAUGHN

By \_\_\_\_\_  
Ted Vaughn

By \_\_\_\_\_  
Hilda Vaughn

THOMAS H. BAILEY

By \_\_\_\_\_  
Name/Title: \_\_\_\_\_

TOWN OF BASALT

By \_\_\_\_\_  
Name/Title: \_\_\_\_\_

TOWN OF CARBONDALE

By \_\_\_\_\_  
Name/Title: \_\_\_\_\_

TOWN OF DEBEQUE

By \_\_\_\_\_  
Name/Title: \_\_\_\_\_

TOWN OF NEW CASTLE

By \_\_\_\_\_  
Name/Title: \_\_\_\_\_

TOWN OF PALISADE

By \_\_\_\_\_  
Roger L. Grant, Mayor

TOWN OF PARACHUTE

By \_\_\_\_\_  
Name/Title: \_\_\_\_\_

TOWN OF SILT

By \_\_\_\_\_  
Name/Title: \_\_\_\_\_

UTE WATER CONSERVANCY DISTRICT,  
acting by and through the Ute Water Activity  
Enterprise

By \_\_\_\_\_  
Melvin D. Rettig, President

WEST SLOPE COST-SHARE AGREEMENT FOR RUEDI RESERVOIR REPAYMENT CONTACTS  
PAGE 8

WESTBANK RANCH HOMEOWNERS  
ASSOCIATION

By \_\_\_\_\_  
Name/Title: \_\_\_\_\_

WEST DIVIDE WATER CONSERVANCY  
DISTRICT

By \_\_\_\_\_  
Name/Title: \_\_\_\_\_

WILDCAT RANCH HOMEOWNERS  
ASSOCIATION, a Colorado nonprofit  
corporation

By \_\_\_\_\_  
William R. Hegberg, President

W/J METROPOLITAN DISTRICT

By \_\_\_\_\_  
Rebecca Gilbert, President



**MEMORANDUM**

To: John Hier, City Manager  
 From: Charles Kelty, Finance Director  
 Date: November 12, 2012  
 Subject: September 2012 Sales, Use, and Lodging Tax Report

Total Sales, Use, and Lodging Tax revenues, for the nine months' ending September 30, 2012, is \$5,309,459, a 0.2% increase from the previous year's \$5,299,416.

Sales tax revenues are \$4,789,080 a 1% increase from the previous year's \$4,720,099. Building and Motor Vehicle Use Tax revenues are \$438,560, an 8% decrease from the previous year's \$477,239. Lodging Taxes revenues are \$81,820 a 20% decrease from the previous year's \$102,078.

**Sales Tax Report  
 Prior Year Comparison**

Business Category	For Sales in September			Year-to-Date		
	2011	2012	% Change	2011	2012	% Change
Bars and Restaurants	\$ 58,409	\$ 53,724	-8%	\$ 471,149	\$ 495,208	5%
Car Parts and Sales	48,754	37,741	-23%	341,253	348,194	2%
Food	75,050	70,646	-6%	644,764	640,088	-1%
General Retail	231,696	220,440	-5%	1,837,106	1,828,787	0%
Hardware	47,664	42,028	-12%	266,255	296,704	11%
Liquor Stores	16,836	9,444	-44%	139,473	135,121	-3%
Motels	20,043	16,085	-20%	142,857	128,081	-10%
Oil & Gas	73,600	34,357	-53%	378,232	412,135	9%
Leasing/Misc	12,349	8,169	-34%	89,720	112,760	26%
Utilities	43,188	40,131	-7%	409,290	392,002	-4%
<b>Total</b>	<b>\$627,589</b>	<b>\$532,765</b>	<b>-15%</b>	<b>\$4,720,099</b>	<b>\$ 4,789,080</b>	<b>1%</b>
<b>Allocation to Funds:</b>						
General Fund	\$343,811	\$291,864	-15%	\$2,585,805	\$2,623,595	1%
Street Improvement	89,656	76,109	-15%	674,300	684,154	1%
Rifle Information Center	14,811	12,573	-15%	111,394	113,022	1%
Parks & Recreation	179,311	152,218	-15%	1,348,600	1,368,309	1%
	<b>\$627,589</b>	<b>\$532,765</b>	<b>-15%</b>	<b>\$4,720,099</b>	<b>\$4,789,080</b>	<b>1%</b>



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

Business Category	For Sales in September			Year-to-Date		
	2011	2012	% Change	2011	2012	% Change
Building Use Taxes	\$66,990	\$1,116	-98%	\$179,913	\$67,655	-62%
Motor Vehicle Use Tax	35,296	43,790	24%	297,326	370,905	25%
<b>Total Use Tax</b>	<b>\$102,286</b>	<b>\$ 44,906</b>	<b>-56%</b>	<b>\$ 477,239</b>	<b>\$ 438,560</b>	<b>-8%</b>
<b>Fund Allocation:</b>						
General Fund	\$56,035	\$24,601	-56%	\$261,445	\$240,256	-8%
Street Improvement	14,612	6,415	-56%	68,177	62,651	-8%
Rifle Information Center	2,414	1,060	-56%	11,263	10,350	-8%
Parks & Recreation	29,225	12,830	-56%	136,354	125,303	-8%
<b>Total USE Tax</b>	<b>\$102,286</b>	<b>\$44,906</b>	<b>-56%</b>	<b>\$477,239</b>	<b>\$438,560</b>	<b>-8%</b>

**Lodging Taxes  
Prior Year Comparison**

Business Category	For Sales in September			Year-to-Date		
	2011	2012	% Change	2011	2012	% Change
Lodging Taxes	\$15,626	\$6,930	-56%	\$102,078	\$81,820	-20%
<b>Total Lodging Tax</b>	<b>\$ 15,626</b>	<b>\$ 6,930</b>	<b>-56%</b>	<b>\$ 102,078</b>	<b>\$ 81,820</b>	<b>-20%</b>

<b>Total Sales, Use, Lodg</b>	<b>\$745,501</b>	<b>\$584,600</b>	<b>-22%</b>	<b>\$5,299,416</b>	<b>\$ 5,309,459</b>	<b>0%</b>
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## MEMORANDUM

To: John Hier, City Manager  
From: Charles Kelty, Finance Director *ck*  
Date: November 12, 2012  
Subject: September 2012 Financial Reports

Attached are the Financial Reports for the nine months' ending September 30, 2012; below are a few comments:

- Page 1      **General Fund Revenues** – Total revenues are \$7,001,194, which compared to the prior year's \$6,943,082 is \$58,112 and 1% higher. Sales Tax revenues year-to-date are approximately 1% higher than previous year.
- General Fund Expenditures** – Total expenditures are \$6,421,338, which compared to the prior year's \$5,131,366 is \$1,289,972 and 25% higher. Two grants (HUD and DOT) have incurred expenses, which are included in the Planning Department.
- Page 2      **Visitor Improvement Fund** – Total revenues are \$83,158, which compared to the prior year's \$102,656 is \$19,498 and 19% lower. Total expenses are \$80,026, which compared to the prior year's \$105,641 is \$25,615 and 24% lower.
- Page 3      **Parks & Recreation Fund Revenues** – Total revenues are \$1,874,870, which compared to the prior year's \$1,916,892 is \$42,022 and 2% less.
- Parks & Recreation Fund Expenditures** – Expenditures are \$1,918,032, which compared to the prior year's \$1,848,876 is \$69,156 and 4% higher.
- Page 4      **Water Fund Revenues** – Overall, revenues are \$27,321,277, which compared to the prior year's \$2,556,630 is \$24,764,647 higher. The main reason for the revenue increase is the \$25 million loan closed in August for the Water Treatment Plant Construction project. Additionally, water user fees were increased on September 1<sup>st</sup> to help fund the debt service of the loan. Operating revenues were 20% higher than the prior year. Water rights revenues were 37% less than prior year. Capital revenues were \$24,413,784 more than the prior year.
- Water Fund Expenses** – Overall, total expenses are \$2,717,273, which compared to the prior year of \$2,758,436 is \$41,163 and 1% lower. Operating and Maintenance expenses are 10% higher than last year. Water rights



CITY OF RIFLE

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expenses are 55% higher than last year. Water System Improvements (Capital) expenses is 29% less than last year.

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**Wastewater Fund Revenue** – Total revenues are \$2,143,330, which compared to the prior year's \$1,776,643 is \$366,687 and 21% higher. Operating Revenues are 16% higher and Capital Revenues are 66% higher.

**Wastewater Expenses** – Total expenses were \$2,405,820, which compared to the prior year's \$2,326,964 is \$78,856 and 3% higher.

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**Sanitation Fund Revenues** – Total revenues are \$362,601, which compared to the prior year's \$424,630 is \$62,029 and 15% less.

**Sanitation Fund Expenses** – Total expenses are \$373,144, which compared to the prior year's \$372,746 is \$398 and 0.1% higher.

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2012

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
GENERAL REVENUES	7,445,079.00	2,142,587.97	7,001,193.85	443,885.15	6,943,081.85
	<u>7,445,079.00</u>	<u>2,142,587.97</u>	<u>7,001,193.85</u>	<u>443,885.15</u>	<u>6,943,081.85</u>
<u>EXPENDITURES</u>					
MAYOR/COUNCIL	82,250.00	8,359.00	54,243.08	28,006.92	43,762.32
CITY CLERK	163,237.00	17,194.18	126,011.17	37,225.83	113,627.36
MUNICIPAL COURT	182,794.00	14,794.54	127,501.54	55,292.46	123,993.72
CITY MANAGER	172,633.00	19,703.77	136,690.80	35,942.20	122,932.10
GOVERNMENT AFFAIRS	155,964.00	19,187.49	105,441.22	50,522.78	100,648.15
FINANCE	466,224.00	42,024.51	356,696.35	109,527.65	302,341.85
ATTORNEY	224,500.00	15,787.92	180,696.55	43,803.45	181,103.11
PLANNING/ZONNING	678,071.00	55,974.40	605,434.13	72,636.87	300,147.91
CITY HALL	148,417.00	14,689.39	118,826.86	29,590.14	100,017.35
GROUNDS AND FACILITY MAINT.	69,536.00	4,222.44	34,381.85	35,154.15	21,077.83
COMMUNITY ACCESS TV	119,360.00	11,829.46	87,192.34	32,167.66	83,757.83
POLICE	2,321,446.00	252,895.77	1,722,170.58	599,275.42	1,640,754.88
JUSTICE CENTER BLDG. OPERATION	389,448.00	11,683.77	207,390.98	182,057.02	211,364.56
BUILDING INSPECTIONS	150,125.00	15,164.69	107,938.08	42,186.92	109,542.34
STREETS	1,123,978.00	88,648.50	973,934.25	150,043.75	616,481.30
CONSTRUCTION CREW - INHOUSE	211,601.00	18,586.91	166,865.76	44,735.24	126,354.23
PUBLIC WORKS	202,414.00	25,961.73	175,655.11	26,758.89	156,895.27
ANIMAL SHELTER	91,303.00	( 298.28)	87,105.55	4,197.45	69,142.91
CEMETERY O & H	69,181.00	6,382.37	46,089.80	23,091.20	45,183.60
SENIOR CENTER	460,496.00	131,841.37	384,629.32	75,866.68	324,691.33
NON DEPARTMENTAL	530,219.00	11,888.26	326,442.44	203,776.56	332,546.28
OPERATING TRANSFERS OUT	290,000.00	.00	290,000.00	.00	5,000.00
	<u>8,303,197.00</u>	<u>786,522.19</u>	<u>6,421,337.76</u>	<u>1,881,859.24</u>	<u>5,131,366.23</u>
	<u>( 858,118.00)</u>	<u>1,356,065.78</u>	<u>579,856.09</u>	<u>( 1,437,974.09)</u>	<u>1,811,715.62</u>

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2012

VISITOR IMPROVEMENT FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
VISITOR IMPROVEMENT	135,876.00	6,967.96	83,157.71	52,718.29	102,655.59
	135,876.00	6,967.96	83,157.71	52,718.29	102,655.59
<u>EXPENDITURES</u>					
VISITOR IMPROVEMENT	249,392.00	133.48	80,026.22	169,365.78	105,641.05
	249,392.00	133.48	80,026.22	169,365.78	105,641.05
	( 113,516.00)	6,834.48	3,131.49	( 116,647.49)	( 2,985.46)

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2012

PARKS & RECREATION

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
PARKS AND REC REVENUE	2,956,799.00	198,262.25	1,874,870.04	1,081,928.96	1,916,892.35
	2,956,799.00	198,262.25	1,874,870.04	1,081,928.96	1,916,892.35
<u>EXPENDITURES</u>					
RECREATION	481,988.00	43,471.63	384,057.43	97,930.57	458,653.63
POOL	206,711.00	5,553.89	199,233.03	7,477.97	193,843.38
RIFLE FITNESS CENTER	384,157.00	34,434.70	222,726.13	161,430.87	92,642.66
COMMUNITY EVENTS	97,602.00	5,834.05	69,437.92	28,164.08	.00
PARK MAINTENANCE	1,037,424.00	113,462.04	765,221.72	272,202.28	666,974.79
PARKS CAPITAL	344,827.00	.00	162,098.92	182,728.08	308,905.15
NON-DEPARTMENTAL	93,810.00	3,823.27	60,069.32	33,740.68	77,668.71
OPERATING TRANSFER OUT	71,917.00	5,576.42	55,187.78	16,729.22	50,187.78
	2,718,436.00	212,156.00	1,918,032.25	800,403.75	1,848,876.10
	238,363.00	( 13,893.75)	( 43,162.21)	281,525.21	68,016.25

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2012

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WATER REVENUE	2,387,389.00	373,284.64	2,212,027.97	175,361.03	1,842,808.05
WATER RIGHTS REVENUE	64,500.00	2,414.65	31,108.81	33,391.19	49,465.43
CAPITAL REVENUE	7,962,000.00	1,620.42	25,078,139.83	( 17,116,139.83)	664,356.18
	<u>10,413,889.00</u>	<u>377,319.71</u>	<u>27,321,276.61</u>	<u>( 16,907,387.61)</u>	<u>2,556,629.66</u>
<u>EXPENDITURES</u>					
WATER O&H	1,881,772.00	183,167.70	1,960,613.51	( 78,841.51)	1,781,104.06
WATER RIGHTS	134,000.00	2,497.70	122,389.86	11,610.14	79,007.46
WATER SYSTEM IMPROVEMENTS	4,865,593.00	265,283.83	634,269.85	4,231,323.15	898,324.57
	<u>6,881,365.00</u>	<u>450,949.23</u>	<u>2,717,273.22</u>	<u>4,164,091.78</u>	<u>2,758,436.09</u>
	<u>3,532,524.00</u>	<u>( 73,629.52)</u>	<u>24,604,003.39</u>	<u>( 21,071,479.39)</u>	<u>( 201,806.43)</u>

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2012

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WASTE WATER REVENUE	2,568,910.00	188,731.01	1,895,180.33	673,729.67	1,627,541.16
WASTE WATER REVENUE	327,000.00	495.15	248,149.65	78,850.35	149,101.81
	<u>2,895,910.00</u>	<u>189,226.16</u>	<u>2,143,329.98</u>	<u>752,580.02</u>	<u>1,776,642.97</u>
<u>EXPENDITURES</u>					
SEWER O&H	2,797,073.00	105,633.94	2,313,820.75	483,252.25	2,249,962.57
SEWER SYSTEM IMPROVEMENTS	75,000.00	267.30	91,999.30	( 16,999.30)	77,001.39
	<u>2,872,073.00</u>	<u>105,901.24</u>	<u>2,405,820.05</u>	<u>466,252.95</u>	<u>2,326,963.96</u>
	<u>23,837.00</u>	<u>83,324.92</u>	<u>( 262,490.07)</u>	<u>286,327.07</u>	<u>( 550,320.99)</u>

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2012

SANITATION FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
SANITATION FUND	494,097.00	40,210.92	362,600.85	131,496.15	424,629.82
	494,097.00	40,210.92	362,600.85	131,496.15	424,629.82
<u>EXPENDITURES</u>					
SANITATION	504,026.00	4,775.67	373,143.64	130,882.36	372,746.44
	504,026.00	4,775.67	373,143.64	130,882.36	372,746.44
	( 9,929.00)	35,435.25	( 10,542.79)	613.79	51,883.38

## Report Criteria:

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

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>1003</b>						
<b>Action Shop Services, Inc</b>						
	RI35828	TRENCHER VERMEETER RT20	10/25/2012	105.00	.00	
	SI70329	ENGINE OIL	11/09/2012	44.82	.00	
Total 1003:				149.82	.00	
<b>1004</b>						
<b>Verizon Wireless</b>						
	1129507802	STREETS-PRUNTY	10/18/2012	6,037.14	6,037.14	11/09/2012
Total 1004:				6,037.14	6,037.14	
<b>1009</b>						
<b>B &amp; B Plumbing, Inc</b>						
	37461	REPLACED WATER METER	10/10/2012	1,404.25	.00	
Total 1009:				1,404.25	.00	
<b>1018</b>						
<b>Valley Lumber</b>						
	73866	T12 FL BULB	10/25/2012	32.94	.00	
	73929	AUGER TOILET	10/27/2012	9.99	.00	
	74012	DR BTM ALL VINYL	10/30/2012	24.96	.00	
	74094	BIT DRILL	11/01/2012	51.24	.00	
	74184	PVC SCH40	11/03/2012	12.17	.00	
	74222	RIVET	11/05/2012	6.57	.00	
	74337	VERSATILE LAWN SEED'	11/07/2012	12.48	.00	
	74394	CONCRETE MIX	11/08/2012	10.38	.00	
Total 1018:				160.73	.00	
<b>1022</b>						
<b>Central Distributing Co</b>						
	926541	Supplies	10/31/2012	178.14	.00	
	926542	Supplies	10/31/2012	500.99	.00	
	926548	Supplies	10/31/2012	41.48	.00	
	927176	Supplies	11/07/2012	85.85	.00	
Total 1022:				806.46	.00	
<b>1055</b>						
<b>Columbine Ford, Inc</b>						
	114687	VALVE ASY	10/26/2012	36.40	.00	
	114728	TUBE	10/31/2012	42.92	.00	
Total 1055:				79.32	.00	
<b>1065</b>						
<b>Dodson Engineered Products Inc</b>						
	163053	8 PVC	10/24/2012	45.20	.00	
	163149	8 SDR 35 SOLVENT	10/29/2012	24.00	.00	
	163155	8PVC	10/30/2012	18.93-	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1065:				50.27	.00	
<b>1076</b>						
<b>Garfield County Treasurer</b>						
	101612	Landfill	10/16/2012	908.28	.00	
Total 1076:				908.28	.00	
<b>1087</b>						
<b>Grainger</b>						
	9960029750	WAGON TRUCK WITH 5TH WHE	10/24/2012	548.52	.00	
Total 1087:				548.52	.00	
<b>1094</b>						
<b>Hy-way Feed &amp; Ranch Supply</b>						
	550967	STRAW	10/31/2012	490.00	.00	
Total 1094:				490.00	.00	
<b>1097</b>						
<b>Johnson Construction Inc</b>						
	110912	EIC Phase II expansion, roads, uti	11/09/2012	143,280.61	.00	
Total 1097:				143,280.61	.00	
<b>1100</b>						
<b>Karp, Neu, Hanlon P.c.</b>						
	12152	GENERAL NON PLANNING	10/31/2012	12,416.15	.00	
	12154	wATER RIGHTS	10/31/2012	2,162.00	.00	
	12155	GENERAL PLANNING	10/31/2012	3,831.00	.00	
	12156	UMPTRA	10/31/2012	1,197.00	.00	
	12157	ECANA	10/31/2012	215.00	.00	
	12158	SEWER FUND	10/31/2012	817.00	.00	
	12159	Ura	10/31/2012	591.85	.00	
	12159.	Ura	10/31/2012	152.00	.00	
	12160	PARKS REC	10/31/2012	114.00	.00	
	12161	WILLIAMS WATERSHED PERMI	10/31/2012	430.00	.00	
	12164	AIRPORT PTNR	10/31/2012	171.00	.00	
	12165	RUNWAY EXPANSION	10/31/2012	209.00	.00	
	12166	BILL BARRETT CORD WATERS	10/31/2012	43.00	.00	
	12167	FRONTIER PAVING	10/31/2012	1,075.00	.00	
Total 1100:				23,424.00	.00	
<b>1105</b>						
<b>Meadow Gold Dairies</b>						
	50211751	DAIRY PRODUCTS/SENIOR CT	11/05/2012	123.10	.00	
	50211830	DAIRY PRODUCTS/SENIOR CT	11/12/2012	78.56	.00	
Total 1105:				201.66	.00	
<b>1110</b>						
<b>Napa Auto Parts</b>						
	252742	BAT CHRGR #4V16	10/08/2012	43.99	.00	
	253239	OIL FILTER	10/11/2012	10.88	.00	
	254979	SHOP SUPPLIES	10/22/2012	21.91	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	255015	HAL LAMP #0590	10/23/2012	10.99	.00	
	255234	SHOP SUPPLIES	10/24/2012	.46	.00	
	255521	EYE WASH	10/26/2012	14.99	.00	
	255550	SHOP SUPPLIES	10/26/2012	3.04	.00	
	255887	BRAKE PADS #4V13	10/29/2012	51.87	.00	
	255889	AIR FILTER #0666	10/29/2012	21.99	.00	
	255951	SHOP SUPPLIES	10/29/2012	2.40	.00	
	255965	AIR FILTER #0681	10/29/2012	94.46	.00	
	256013	SIGN KIT	10/29/2012	15.98	.00	
	256052	1 4 DR 12P SKT9	10/30/2012	3.99	.00	
	256059	ANTIFREEZE	10/30/2012	21.98	.00	
	256174	D-RING	10/30/2012	44.38	.00	
	256613	SUPPLIES 0704	11/02/2012	82.47	.00	
	256630	SHOP SUPPLIES	11/02/2012	50.07	.00	
	256709	DEMO SAW	11/02/2012	47.89	.00	
	257587	TRANS/OP SHAFT BRG	11/08/2012	138.63	.00	
	257770	LITERBAGS	11/09/2012	24.09	.00	
	258042	SMART FILL GAS CAN	11/12/2012	19.57	.00	
Total 1110:				726.03	.00	
<b>1118</b>						
<b>Parts House</b>						
	5613-22391	SPECTRA ELECTIC ASSEMBLIE	10/18/2012	258.99	.00	
	5613-22441	MICRO-V BELT-POLICE-4V22	10/20/2012	112.47	.00	
	5613-22492	WIPER BLADES-SHOP STOCK	10/24/2012	44.95	.00	
	5613-22493	OIL FILTER #1010	10/24/2012	29.60	.00	
	5613-22509	SWITCH-STOPLIGHT	10/24/2012	12.79	.00	
	5613-22534	SWITCH-STOPLIGHT	10/25/2012	9.79	.00	
	5613-22535	OIL- PARKS 0029	10/25/2012	95.76	.00	
	5613-22536	WHEEL WEIGHTS	10/25/2012	49.47	.00	
	5613-22566	WASHER-1013	10/26/2012	11.49	.00	
	5613-22629	WHEEL WIGHTS-4V13	10/30/2012	32.98	.00	
	5613-22630	WINTER BLADES-4V13	10/30/2012	29.98	.00	
Total 1118:				688.27	.00	
<b>1120</b>						
<b>Xcel Energy Inc</b>						
	0225183748	2515 CENTENNIAL PKWY-BLDG	10/30/2012	39.52	39.52	11/09/2012
	02251893919	2515 CENTENNIAL PKWY-BLDG	10/30/2012	33.23	33.23	11/09/2012
	0445586527	300 W 5TH ST UNIT PUMP	10/31/2012	93.39	93.39	11/09/2012
	345715414	2515 CENTENNIAL PKWY-UNIT	10/31/2012	6,332.17	6,332.17	11/09/2012
	445624402	TRAFFIC LIGHT	11/01/2012	76.32	76.32	11/09/2012
	445624406	CLOCK	11/01/2012	5.51	5.51	11/09/2012
	445624683	SPRINKLER/FLASHER	11/01/2012	20.13	20.13	11/09/2012
Total 1120:				6,600.27	6,600.27	
<b>1143</b>						
<b>Swallow Oil Company</b>						
	103112	CAR WASH	10/31/2012	6,179.39	.00	
Total 1143:				6,179.39	.00	
<b>1188</b>						
<b>Jean's Printing</b>						
	122782	printing	10/12/2012	359.28	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	122882	printing	10/23/2012	71.58	.00	
	122884	printing	10/23/2012	26.90	.00	
Total 1188:				457.76	.00	
<b>1191</b>						
<b>Lewan &amp; Associates, Inc</b>						
	204331	B&W METER	11/01/2012	23.66	.00	
Total 1191:				23.66	.00	
<b>1249</b>						
<b>Berthod Motors Inc</b>						
	518070C	GLOW PLUG	10/30/2012	32.27	.00	
Total 1249:				32.27	.00	
<b>1339</b>						
<b>Grand Junction Pipe &amp; Supply</b>						
	C2378720	WASH DOWN SUPPLIES	10/19/2012	296.50	.00	
	C2379040	METER YOKE ADAPT COMP	10/24/2012	150.43	.00	
	C2379072	CI VALVE BOX RISER	10/24/2012	662.96	.00	
	C2379668	HYMAX CPLG	11/05/2012	354.50	.00	
Total 1339:				1,464.39	.00	
<b>1381</b>						
<b>Zee Medical, Inc</b>						
	0011012701	FIRST AID SUPPLIES	10/29/2012	158.95	.00	
Total 1381:				158.95	.00	
<b>1447</b>						
<b>Gempler's Inc.</b>						
	1019134124	RAIN COLLECTOR WIRELESS	10/22/2012	203.40	.00	
Total 1447:				203.40	.00	
<b>1683</b>						
<b>Vermeer Sales &amp; Service</b>						
	19927	N4 MOLE	06/18/2012	310.00	310.00	11/09/2012
Total 1683:				310.00	310.00	
<b>1692</b>						
<b>A-1 Traffic Control</b>						
	29380	SIGN RENTAL	10/31/2012	1,240.00	.00	
Total 1692:				1,240.00	.00	
<b>1734</b>						
<b>United Companies/Oldcastle SW Group Inc</b>						
	890728	ROAD BASE	10/11/2012	216.07	.00	
Total 1734:				216.07	.00	
<b>1768</b>						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>Faris Machinery Company</b>						
	G23526	SHEET-WE EMRGNC	08/28/2012	1,725.41	.00	
	PS0000242-1	HOSE END WELDMENT	10/12/2012	826.10	.00	
	PS0000512-1	0710197	10/31/2012	393.47	.00	
	PSR000012-1	HOSE END WELDMENT	10/18/2012	210.28-	.00	
Total 1768:				2,734.70	.00	
<b>1799</b>						
<b>Lively Electric, Inc.</b>						
	12729	REPLACE 2 EM LIGHT	10/23/2012	417.80	.00	
Total 1799:				417.80	.00	
<b>1830</b>						
<b>Grand Valley Foods</b>						
	123994	FOOD PRODUCT/SR CENTER	11/02/2012	526.79	.00	
	124110	FOOD PRODUCT/SR CENTER	11/09/2012	1,237.68	.00	
Total 1830:				1,764.47	.00	
<b>1990</b>						
<b>Bookcliff Survey Services, Inc</b>						
	8597	FINALIZE EASEMENT EXHIBIT'	10/24/2012	300.00	.00	
	8645	TWO MAN TRIMBLE	11/12/2012	340.00	.00	
Total 1990:				640.00	.00	
<b>2122</b>						
<b>Utility Notification Center Co</b>						
	21210636	RTL TRANSMISSIONS	10/31/2012	120.75	.00	
Total 2122:				120.75	.00	
<b>2169</b>						
<b>Information Systems Consulting</b>						
	0064846-IN	CATALYST	10/22/2012	4,043.70	.00	
Total 2169:				4,043.70	.00	
<b>2181</b>						
<b>Nalco Chemical Company</b>						
	96986324	POLYMERS, COAGULANTS, FIL	10/30/2012	2,086.84	.00	
Total 2181:				2,086.84	.00	
<b>2208</b>						
<b>Amerigas</b>						
	3011770138	PROPANE/CE	10/24/2012	196.52	.00	
Total 2208:				196.52	.00	
<b>2540</b>						
<b>Walker Electric</b>						
	4286	REPLACE MOTOR STARTER	10/24/2012	292.95	.00	
Total 2540:				292.95	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>2573</b>						
<b>Mountain West Office Products</b>						
	282727I	supplies	10/26/2012	109.59	.00	
	282782I	supplies	10/29/2012	20.13	.00	
Total 2573:				129.72	.00	
<b>2803</b>						
<b>ALL TEMP SERVICES</b>						
	14915RJM	LABOR	10/31/2012	349.01	349.01	11/09/2012
Total 2803:				349.01	349.01	
<b>2835</b>						
<b>L.L. Johnson Distributing Co</b>						
	1616474-00	SPRING	10/30/2012	85.38	.00	
	1616474-00.	SPRING-FREIGHT	10/30/2012	8.60	.00	
Total 2835:				93.98	.00	
<b>2846</b>						
<b>Colo Mtn News Media</b>						
	8531609A 103	AD	10/31/2012	27.09	27.09	11/09/2012
Total 2846:				27.09	27.09	
<b>2960</b>						
<b>Walmart Community</b>						
	005780	FOOD SUPPLIES	11/05/2012	145.27	145.27	11/09/2012
	006104	SNACKS	11/06/2012	59.10	59.10	11/09/2012
	008682	SUPPLIES	11/08/2012	13.04	13.04	11/09/2012
Total 2960:				217.41	217.41	
<b>3015</b>						
<b>Kroger/King Sooper Cust Charge</b>						
	031472	FOOD SUPPLIES	10/29/2012	38.44	38.44	11/09/2012
	110080	FOOD SUPPLIES	11/06/2012	46.35	46.35	11/09/2012
	110612	FOOD SUPPLIES	11/06/2012	1.57-	1.57-	11/09/2012
	154140	SNACKS-MEETING INSURANCE	11/07/2012	88.59	88.59	11/09/2012
	239437	FOOD CREW	11/02/2012	12.72	12.72	11/09/2012
Total 3015:				184.53	184.53	
<b>3016</b>						
<b>Flattops Fencing And Supply</b>						
	946	CHAIN LINK RENTAL PANEL	09/26/2012	60.00	.00	
	991	CHAIN LINK RENTAL PANEL	10/22/2012	60.00	.00	
Total 3016:				120.00	.00	
<b>3038</b>						
<b>Mountain View Tree Farm &amp; Nurs</b>						
	13245	MULCH	10/30/2012	185.00	.00	
	14187	TORODON	10/30/2012	79.80	.00	
Total 3038:				264.80	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>3083</b>						
<b>ALSCO</b>						
	1233140	work shirts and pants	10/23/2012	29.96	.00	
	1235834	work shirts and pants	10/30/2012	42.06	.00	
	1235835	LAUNDRY/senior center	10/30/2012	59.80	.00	
	1238579	LAUNDRY/senior center	11/06/2012	50.62	.00	
Total 3083:				182.44	.00	
<b>3156</b>						
<b>Superwash Of Rifle</b>						
	2008 100212	CAR WASH	10/02/2012	99.36	.00	
	2025 100212	CAR WASH	10/02/2012	176.06	.00	
Total 3156:				275.42	.00	
<b>3251</b>						
<b>Mountain Communications And El</b>						
	208967	GRASS MESA RENTAL	11/01/2012	250.00	.00	
Total 3251:				250.00	.00	
<b>3389</b>						
<b>Sandy's Office Supply Inc</b>						
	101912	SUPPLIES	10/19/2012	158.59	.00	
	999332	SUPPLIES	10/25/2012	49.97	.00	
Total 3389:				208.56	.00	
<b>3446</b>						
<b>Staples Business Advantage</b>						
	8023443151	supplies	10/20/2012	52.12	52.12	11/09/2012
Total 3446:				52.12	52.12	
<b>3454</b>						
<b>Transwest Freightliner Of Gj</b>						
	4222920040	SWITCH	10/18/2012	160.76	.00	
	4222920041	SEATBELT ASSY	10/18/2012	73.76	.00	
Total 3454:				234.52	.00	
<b>3961</b>						
<b>Hasty Awards Inc</b>						
	11120340	GIRLS PEE WEE BASKETBALL	11/09/2012	100.21	100.21	11/09/2012
Total 3961:				100.21	100.21	
<b>4055</b>						
<b>UPS/United Parcel Service</b>						
	Y2097W422	SHIPPING	10/20/2012	18.17	18.17	11/09/2012
Total 4055:				18.17	18.17	
<b>4098</b>						
<b>Heuton Tire Co</b>						
	100601	TIRES/FLEET	10/23/2012	443.98	.00	
	100681	TIRES/FLEET	10/25/2012	1,129.75	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	100789	TIRES/.FLEET	10/30/2012	357.91	.00	
Total 4098:				1,931.64	.00	
<b>4141</b>						
<b>True Brew Coffee Service</b>						
	145887	COFFEE	11/05/2012	110.13	.00	
	145888	COFFEE	11/05/2012	68.88	.00	
Total 4141:				179.01	.00	
<b>4207</b>						
<b>Radio Shack</b>						
	10150918	BALLISTIC HC BLK	10/25/2012	69.98	.00	
Total 4207:				69.98	.00	
<b>4345</b>						
<b>Helen Artist-Rogers/HR Design</b>						
	102512	EVENT FEE	10/25/2012	65.00	65.00	11/09/2012
Total 4345:				65.00	65.00	
<b>4459</b>						
<b>Ground Engineering Consultants</b>						
	126584.0-1	Asphalt Sampling for Airport Road	10/25/2012	1,640.00	.00	
Total 4459:				1,640.00	.00	
<b>4536</b>						
<b>Fasteners Inc</b>						
	579068-01	SHOP SUPPLIES	10/19/2012	12.00	.00	
Total 4536:				12.00	.00	
<b>4630</b>						
<b>Kirkman, Ula</b>						
	106	PERFORMANCE/SR CENTER	10/30/2012	75.00	75.00	11/09/2012
Total 4630:				75.00	75.00	
<b>4682</b>						
<b>Lighting Accessory &amp; Warning S</b>						
	5465	SETINA CHICAGO CAGE	10/22/2012	608.02	.00	
	5524	SETINA CHICAGO CAGE	11/01/2012	76.13	.00	
Total 4682:				684.15	.00	
<b>4701</b>						
<b>Tri County Fire Protection</b>						
	92606	ANNUAL MAIN INSPECTION	10/23/2012	44.10	.00	
	94429	ANNUAL MAIN INSPECTION	10/23/2012	322.20	.00	
Total 4701:				366.30	.00	
<b>4753</b>						
<b>Rifle Truck &amp; Trailer</b>						
	5918	COMBO BALL MOUNT	11/02/2012	66.50	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4753:				66.50	.00	
<b>4796</b>						
<b>Mountain Air Mechanical Hvac</b>						
	16708	Jstice Ctr Bldg unit heater installat	10/24/2012	3,071.00	.00	
Total 4796:				3,071.00	.00	
<b>4811</b>						
<b>United Site Services Inc</b>						
	114-892468	PORTABLE RESTROOM DEERF	10/16/2012	840.00	.00	
	114-902773	PORTABLE RESTROOM METR	10/22/2012	200.00	.00	
	114-902774	PORTABLE RESTROOM MOUN	10/22/2012	525.00	.00	
Total 4811:				1,565.00	.00	
<b>4825</b>						
<b>Cross Propane Gas</b>						
	032572	Propane Gas at O&M Shop	10/25/2012	1,205.40	.00	
Total 4825:				1,205.40	.00	
<b>4879</b>						
<b>Cardiff Cleaning Services</b>						
	4564	CLEANING JUSTICE CENTER	10/15/2012	4,175.00	.00	
Total 4879:				4,175.00	.00	
<b>4963</b>						
<b>Intellipay Inc</b>						
	537	transaction fee	10/31/2012	139.49	.00	
Total 4963:				139.49	.00	
<b>5023</b>						
<b>CASELLE INC</b>						
	45374	CONTRACT SUPPORT/FINANC	11/01/2012	3,642.00	.00	
Total 5023:				3,642.00	.00	
<b>5236</b>						
<b>THOMPSON DISTRIBUTING, INC</b>						
	5319	REPLACEMENT BLADE	10/24/2012	489.50	.00	
Total 5236:				489.50	.00	
<b>5253</b>						
<b>FASTENAL</b>						
	53141	CLEANING TOWELS	10/22/2012	12.90	.00	
	53181	LENOX 110R	10/23/2012	34.28	.00	
	53262	JAM NUTS BANNER POLE	10/26/2012	1.23	.00	
	53352	JAM NUTS BANNER POLE	11/01/2012	1.23	.00	
Total 5253:				49.64	.00	
<b>5503</b>						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
JAY-MAX SALES						
	223855-00	NEMESIS FAFETY GLASS	10/30/2012	63.00	.00	
Total 5503:				63.00	.00	
<b>5541</b>						
<b>FIRST IMPRESSION/Reeve, Darryl</b>						
	06864	WINDOW CLEANING/PARK MAI	11/02/2012	478.00	.00	
Total 5541:				478.00	.00	
<b>5613</b>						
<b>SunEdison, LLC/pump station</b>						
	771211016552	PUMP STATION #1	11/01/2012	4,439.69	4,439.69	11/09/2012
Total 5613:				4,439.69	4,439.69	
<b>5648</b>						
<b>REDI SERVICES, LLC</b>						
	14619	SERVICED WINTERIZED PORT	10/25/2012	90.00	.00	
Total 5648:				90.00	.00	
<b>5668</b>						
<b>Kenny's Overhead Doors, Inc.</b>						
	7329	Shop Door Repairs	11/07/2012	95.00	.00	
Total 5668:				95.00	.00	
<b>5821</b>						
<b>ENVIRO-CHEM</b>						
	7526	CHRONIC WET TWO SPECIES	09/24/2012	576.00	576.00	11/09/2012
	7527	CHRONIC WET TWO SPECIES	10/17/2012	1,047.38	1,047.38	11/09/2012
Total 5821:				1,623.38	1,623.38	
<b>5833</b>						
<b>SunEdison, LLC/SunE U6 holding</b>						
	781211016551	energy innovation center	11/01/2012	11,656.10	11,656.10	11/09/2012
Total 5833:				11,656.10	11,656.10	
<b>5839</b>						
<b>GOODWIN SERVICES, INC</b>						
	55580	PUMP OIL WATER SEPARATOR	10/24/2012	1,000.00	.00	
Total 5839:				1,000.00	.00	
<b>5888</b>						
<b>VULCAN INDUSTRIES, INC</b>						
	12354-11571	LOT SPARE PARTS	10/30/2012	1,308.00	.00	
Total 5888:				1,308.00	.00	
<b>5958</b>						
<b>Utility Refund</b>						
	1011102	REFUND-327 E 1ST ST	11/01/2012	81.71	81.71	11/09/2012
	2245103	REFUND- 2031 ACACIA AVE	11/05/2012	290.31	290.31	11/09/2012

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	3145103	REFUND-3148 W 31ST CT	11/01/2012	57.92	57.92	11/09/2012
	33103	REFUND- 721 EAST AVE	10/31/2012	130.02	130.02	11/09/2012
	3532102	REFUND-735 W 26TH ST	11/01/2012	97.94	97.94	11/09/2012
Total 5958:				657.90	657.90	
<b>5961</b>						
<b>United Restaurant Supply, Inc.</b>						
	418280-1	FOOD PROCESSOR	09/11/2012	825.00	825.00	11/09/2012
Total 5961:				825.00	825.00	
<b>6010</b>						
<b>Wilson, Dale</b>						
	103012	SUPPLIES'	10/30/2012	54.75	54.75	11/09/2012
Total 6010:				54.75	54.75	
<b>6040</b>						
<b>AIS Industrial &amp; Construction Supply</b>						
	476694-00	M18TM COMBO COMPACT DRI	10/31/2012	320.89	.00	
Total 6040:				320.89	.00	
<b>6043</b>						
<b>Wilkins Angie</b>						
	103112	MILEAGE REIMBURSEMENT	10/31/2012	46.20	46.20	11/09/2012
Total 6043:				46.20	46.20	
<b>6047</b>						
<b>Climate Control Company</b>						
	A53891	REPAIR	10/10/2012	568.00	.00	
	S54434	Emergency HVAC Repairs replac	10/31/2012	9,997.00	.00	
Total 6047:				10,565.00	.00	
<b>6067</b>						
<b>Mountain Roll-offs, Inc.</b>						
	110112	RECYCLE SERVICE	11/01/2012	16.20	16.20	11/09/2012
	110112.	MONTHLY FEE	11/01/2012	35,997.13	.00	
Total 6067:				36,013.33	16.20	
<b>6137</b>						
<b>Impressions of Aspen</b>						
	16839	SUPPLIES	10/26/2012	21.93	.00	
	16850	SUPPLIES	10/30/2012	5.45	.00	
	3075CM	SUPPLIES	10/09/2012	18.34-	.00	
Total 6137:				9.04	.00	
<b>6176</b>						
<b>Table Top Press</b>						
	17040	SEP15TH-NOV15TH	10/15/2012	264.00	.00	
Total 6176:				264.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>6225</b>						
<b>BRUBACHER DESIGN</b>						
	722	RIFLE PD CAR WRAP	10/15/2012	448.00	.00	
	727	STOP SIGNS	10/18/2012	438.00	.00	
Total 6225:				886.00	.00	
<b>6242</b>						
<b>Xerox Corporation</b>						
	064751154	BASE CHARGE	11/01/2012	258.65	.00	
Total 6242:				258.65	.00	
<b>6324</b>						
<b>International Code Council, Inc.</b>						
	INV0217653	STRUCTURAL WELDING BOOK'	11/06/2012	391.00	.00	
Total 6324:				391.00	.00	
<b>6332</b>						
<b>DIRECTV</b>						
	19010206422	MONTHLY SERVICE	10/29/2012	150.99	150.99	11/09/2012
Total 6332:				150.99	150.99	
<b>6347</b>						
<b>ALL HOURS CLEANING &amp; MAINTENANCE</b>						
	3073	MONTHLY CLEANING	11/02/2012	800.00	.00	
Total 6347:				800.00	.00	
<b>6354</b>						
<b>ALL SEASONS LAUNDRY</b>						
	24046	GYM TOWELS	10/31/2012	152.64	.00	
Total 6354:				152.64	.00	
<b>6441</b>						
<b>Rocky Mountain ALternative Fueling</b>						
	103112	FUEL	10/31/2012	741.47	.00	
Total 6441:				741.47	.00	
<b>6485</b>						
<b>Tisco Inc/Energy Equip-GrandJct</b>						
	10625 103112	SUPPLIES	10/31/2012	73.52	.00	
	10626 103112	SUPPLIES	10/31/2012	167.49	.00	
	10628 103112	SUPPLIES	10/31/2012	34.74	.00	
	10629 103112	SUPPLIES	10/31/2012	45.98	.00	
Total 6485:				321.73	.00	
<b>6518</b>						
<b>Tetra Tech Inc.</b>						
	50619035	SWWTP Lagoon Decommissionin	11/08/2012	129.50	.00	
Total 6518:				129.50	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>6553</b>						
<b>CHARLIER ASSOCIATES, INC</b>						
	1007	HUD GRANT 33607	10/04/2012	26,851.92	.00	
	1012	HUD GRANT 33607	11/05/2012	58,880.48	.00	
Total 6553:				85,732.40	.00	
<b>6606</b>						
<b>Western Slope Supplies, Inc.</b>						
	3050967	BOTTLED WATER	10/03/2012	7.35	7.35	11/09/2012
	677619	BOTTLED WATER	10/15/2012	15.44	15.44	11/09/2012
Total 6606:				22.79	22.79	
<b>6612</b>						
<b>CEDAR NETWORKS</b>						
	154055	INTERNET SERVICES	11/01/2012	2,260.00	.00	
Total 6612:				2,260.00	.00	
<b>6643</b>						
<b>SAFETY &amp; CONSTRUCTION SUPPLY, INC</b>						
	0004051-IN	KIT SPILL	10/19/2012	263.46	.00	
	0004261-IN	GLASS ADVERSARY AMBER	10/31/2012	134.68	.00	
Total 6643:				398.14	.00	
<b>6644</b>						
<b>JTW CUSTOMZ</b>						
	658	INTERIOR DETAIL-# 4V22	10/30/2012	125.00	.00	
Total 6644:				125.00	.00	
<b>6677</b>						
<b>AUTOPAYCHECKS, INC</b>						
	40641A	SCHEDULING SOFTWARE	11/05/2012	30.00	30.00	11/09/2012
Total 6677:				30.00	30.00	
<b>6720</b>						
<b>PIPESTONE EQUIPMENT</b>						
	1358	INSPECTION , REPAIR	10/31/2012	512.33	.00	
Total 6720:				512.33	.00	
<b>6728</b>						
<b>CB INDUSTRIES-DELTA, INC.</b>						
	110112	BIOSOLIDS DISPOSAL	11/01/2012	2,802.50	.00	
Total 6728:				2,802.50	.00	
Grand Totals:				395,498.26	33,558.95	

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Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
------------------------	----------------	-------------	--------------	--------------------	-------------	-----------

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

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

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Report Criteria:

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

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[jsn@mountainlawfirm.com](mailto:jsn@mountainlawfirm.com)

*Of Counsel*  
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Greg S. Russi

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

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

November 15, 2012

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

Re: November 19, 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 November 19, 2012 Rifle City Council Meeting.

1. Ordinance No. 21, Series of 2012 (International Residence Code Sprinkler Requirement). At its last meeting the City Council held a workshop regarding the sprinkler requirement for one and two family dwellings in the International Residence Code that is set to take effect on January 1, 2013. For your consideration at this meeting is Ordinance No. 21, Series of 2012 that removes the automatic sprinkler requirement from the Rifle Municipal Code so it will not take effect next year.

2. License Agreement with EAGLE-Net Alliance for RE-2 School District Broadband Services. EAGLE-Net Alliance is an intergovernmental entity that operates a Colorado cost-sharing cooperative in order to procure and distribute high speed broadband services for its members- mostly school districts, libraries and community colleges. EAGLE-Net installed conduit in the City's right-of-way for the benefit of Garfield School District No. RE-2 and staff did not see these improvements obstructing the City's use of the right-of-way. We drafted the enclosed License Agreement to give EAGLE-Net the legal authority to be in the right-of-way and provide the necessary terms and conditions protecting the City. The location of the conduit is shown on the exhibits to the License Agreement. We recommend approval of the License Agreement on your consent agenda, but if you have any questions, please feel free to pull this item for discussion.

3. Second Amendment to Lease with Cacaloco Enterprises, Inc. This City leases five (5) acres of land on the Energy Innovation Site to Cacaloco Enterprises, Inc. that operates a composting facility on the Leased Premises. As you all know, the Facility was the object of numerous odor complaints from neighboring properties earlier this year. The City issued a cease and desist order and no new materials have been accepted at the Facility. In an effort to resolve the situation and deal with the remaining materials, we have negotiated the enclosed Second

KARP NEU HANLON, P.C.

Mayor Jay Miller  
Rifle City Council  
Page 2

Amendment to the Lease with Cacaloco. This Amendment requires that the bulking materials and trash that are not part of the current compost piles be removed before December 31, 2012 and Cacaloco shall keep the Leased Premises free of litter and debris and pick up trash at least weekly. Cacaloco cannot sell finished compost until next planting season and the Amendment sets the Term of the Lease to expire October 31, 2013 so that there is an opportunity to finish and sell the compost all of next season. Jim Duke represents that there will not be odors with finishing the existing piles, but the Amendment sets operational requirements to address complaints we may receive. To make the removal of the existing piles economically feasible, the City is waiving any past due Rent or future Rent so long as Cacaloco abides by the terms of the Amendment and the Lease. The City will receive \$20,000 worth of compost for its use next season and we will fill in the blanks in the Amendment at your meeting.

4. West Slope Cost-Share Agreement for Ruedi Reservoir Repayment. Please see our separate memorandum on this matter for consideration on your Consent Agenda. If you have any questions, please feel free to pull this item for 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

KARP NEU HANLON, P.C.

Mayor Jay Miller  
Rifle City Council  
Page 3



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

**From:** Lisa Cain, City Clerk

**Date:** Monday, November 12, 2012

**Subject:** Special Event Permit: Colorado Mountain College Foundation

---

Colorado Mountain College Foundation has applied for a Special Event Permit to serve liquor at an event at the Colorado Mountain College Rifle Campus at 3695 Airport Road on November 30, 2012.

The following criteria have been met by the applicant:

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

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

The City Clerk's Office referred this application to the Police Department and the Finance Department for comments. Please see the attached Liquor License/Permit Application Review.

Based on the above information, staff recommends approval of this application.

## Liquor License/Permit Application Review

<b>Applicant:</b>			
<hr/>			
<b>Application Type:</b>	Choose an item.		
<hr/>			
<b>License/Permit Type:</b>	Choose an item.		
<hr/>			
<b>City Clerk's Office</b>			
Reviewer's Name:			Date Reviewed:
<hr/>			
Comments:			
<hr/>			
<b>Police Department</b>			
Reviewer's Name:			Date Reviewed:
<hr/>			
Comments:			

<b>City Attorney's Office</b>			
Reviewer's Name:		Date Reviewed:	
Comments:			
<b>Building Department</b>			
Reviewer's Name:		Date Reviewed:	
Comments:			

<b>Finance Department</b>			
---------------------------	--	--	--

Reviewer's Name:			Date Reviewed:	
------------------	--	--	----------------	--

Comments:

--	--	--	--

<b>Planning Department</b>			
----------------------------	--	--	--

Reviewer's Name:			Date Reviewed:	
------------------	--	--	----------------	--

Comments:

--	--	--	--

<b>Fire Department</b>			
Reviewer's Name:		Date Reviewed:	
Comments:			

On November 30, 2012, the Colorado Mountain College Foundation and ArtShare will be hosting an opening reception for the Jack Roberts Show from 6:00 – 8:00 PM. The collection of artwork will continue to be on display at the West Garfield Campus until January 25, 2013. This event is free and open to the public and will include appetizers, desserts, beer and wine. The entire exhibit will be narrated by Jack's son Gary Miller by a prerecorded audio system.

Jack Roberts is an artist of the American West and lived and worked in Redstone, Colorado for many years. His passion for oil painting and the history of the American West, masterly demonstrated in his artwork, is legendary to Coloradans in the Roaring Fork Valley and western art collectors nationally.



CMC Rifle Campus and CMC ArtShare present

## JACK ROBERTS

(1920-2000)

• Artist of the American West •

NOVEMBER 30 – JANUARY 25

For fifty years, Jack Roberts worked as an illustrator depicting the history and spirit of western life, in his own distinctive style. In his studio located one mile south of Redstone, Colorado Jack created as many as forty paintings a year.

Public collections of his work can be seen at the Glenwood Hot Springs Lodge and Spa of the Rockies, U.S. Bank, the Redstone Castle, the Museum of Western Colorado in Grand Junction, the Leanin' Tree Museum in Boulder, and the Colorado Press Association in Denver.

**OPENING RECEPTION - Nov. 30, 2012**  
**from 6:00 to 8:00 PM**

Exhibition narrated by Jack's son Gary Miller  
Sponsored by Judith Hayward

DR 8439 (06/28/06)  
 COLORADO DEPARTMENT OF REVENUE  
 LIQUOR ENFORCEMENT DIVISION  
 1375 SHERMAN STREET  
 DENVER CO 80281  
 (303) 205-2300

## APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

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

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

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

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE Colorado Mountain College Foundation	State Sales Tax Number (Required) 74-2393418
--	---

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP)  P.O. Box 1763 Glenwood Springs, CO 81602	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP)  West Garfield CMC Campus 3695 Airport Road Rifle, CO 81650
---	--

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

5. EVENT MANAGER Crystal Schiller	
--------------------------------------	--

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

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT				
Date 11.30.12	Date	Date	Date	Date
Hours From 5 p .m. To 10 p .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.

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

SIGNATURE 	TITLE Development Coordinator	DATE 10.3.12
---------------	----------------------------------	-----------------

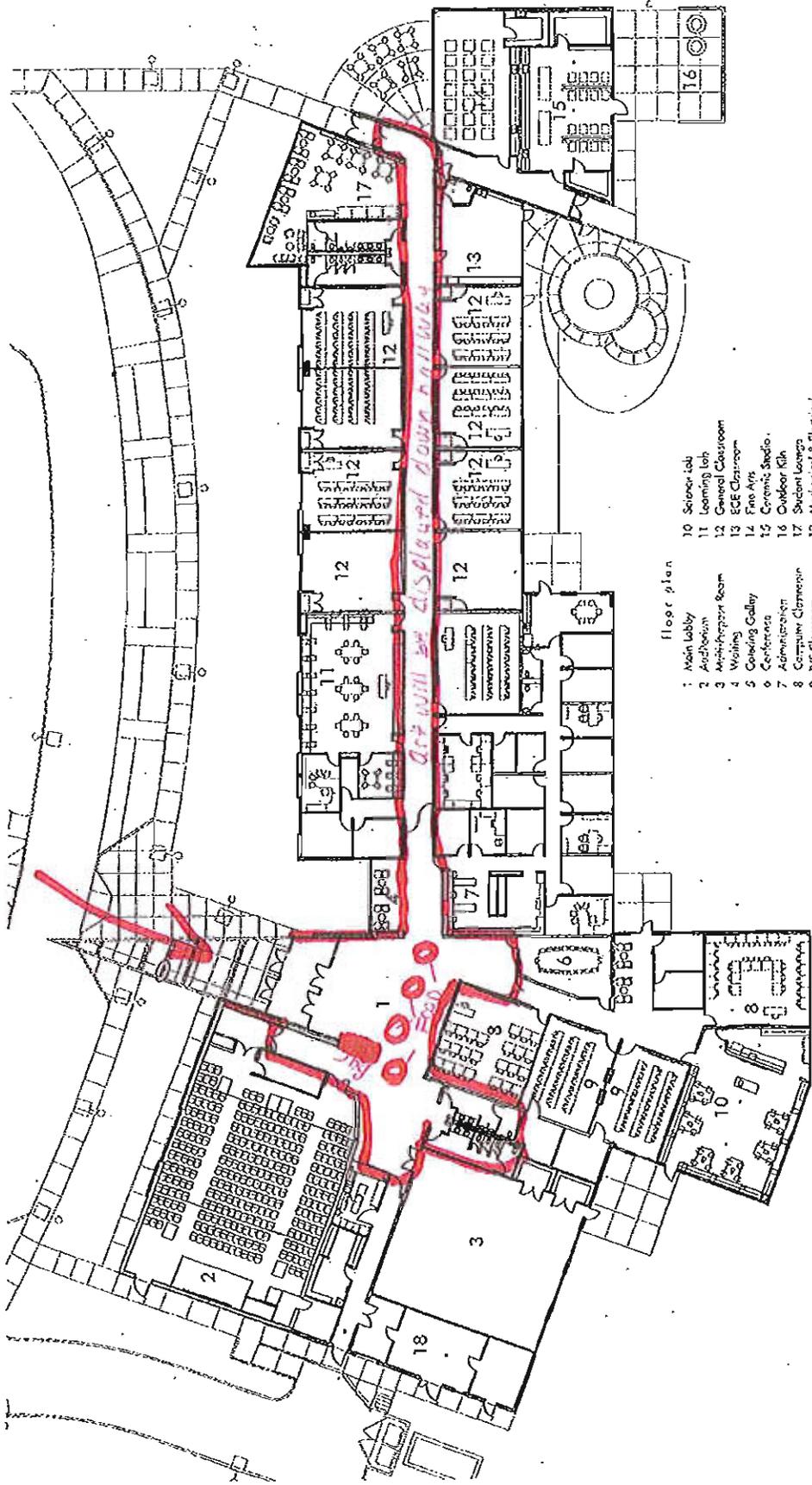
**REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)**  
 The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 4B, C.R.S., as amended.  
**THEREFORE, THIS APPLICATION IS APPROVED.**

LOCAL LICENSING AUTHORITY (CITY OR COUNTY) Lisa Cain	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK (970) 665-6405
SIGNATURE	TITLE City Clerk/HR Director	DATE

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

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

CMC West Garfield Campus



- floor plan
- 1 Main Lobby
  - 2 Auditorium
  - 3 Multipurpose Room
  - 4 Waiting
  - 5 Counseling Gallery
  - 6 Conference
  - 7 Administration
  - 8 Computer Classroom
  - 9 TVS Classroom
  - 10 Science Lab
  - 11 Learning Lab
  - 12 General Classroom
  - 13 ECE Classroom
  - 14 Fine Arts
  - 15 Ceramic Studio
  - 16 Outdoor Kitch
  - 17 Student Lounge
  - 18 Mechanical & Electrical

# City of Rifle

## Special Events Liquor Permit Application

Name of Applicant / Organization: *Colorado Mountain College Foundation*

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

1. The City requires that a Special Events Permit application be received no later than 45 days prior to the event. What is the date(s) of your event? *11.30.12*
2. What security measures will you take to ensure your event will be safe for all participants and control entry of under age persons?  
*There will be one entry/exit point for the event which will help us to easily monitor our guests. We will be serving appetizers along with beer & wine which will help to minimize the effects of the alcohol. 2 ServeSafe Certified Servers will be serving the alcohol.*
3. Will minors be allowed at your event?  yes  no  
If "yes," what measures will you take to ensure that alcoholic beverages are not sold to or consumed by minors?  
*The 2 ServeSafe Certified Servers serving the alcohol will be checking IDs & will be careful not to assume guests are 21 or older.*
4. Per Rifle Municipal Code 6-5-170(a)(3), the City requires that at least one server, manager, or owner/operator, including volunteers, who has successfully completed an approved educational liquor serving seminar, is present at all times and is supervising the dispensing of alcoholic beverages. What is the name of the person(s) who has this certification and will be on the premises the entire time of your event?  
*Alice Beauchamp & Crystal Schiller are both ServeSafe Certified (see attached documents) & will be overseeing the alcoholic beverages at this event.*
5. Have you included the appropriate fees with your application?  
Fees: For Malt, Vinous, and Spirituous Liquor or for Fermented Malt Beverage (3.2% Beer)  
Check payable to the *City of Rifle* for \$100.00 per event  
*We would like to be invoiced:  
CMC Foundation  
Po Box 1763  
Glenwood Springs, CO 81602*
6. Does your diagram of the intended licensed premises include:  
 Measurements/dimensions of the area to be licensed?  
 Points of ingress/egress?  
 An outline *in red* of the area to be licensed?
7. I have read the Rifle Municipal Code provisions regarding (copies of these sections are attached to this form):  
 Sections 10-8-30, 10-8-50 & 10-8-60(7) No minors allowed on licensed premises  
 Section 10-8-80 Open container law  
 Section 6-5-170 Educational requirements for Licensees

Signature: *Crystal Schiller* Date: *10/3/12*

City of Rifle  
Proposed 2013 Budget  
Second Public Hearing  
November 19, 2012

**City of Rifle  
2013 Proposed Budget  
Second Public Hearing  
November 19, 2012**

A. Introduction

B. Parks and Recreation Fund

C. Proprietary Funds:

- a. Water (310)
- b. Wastewater (320)
- c. Sanitation (330)

D. Internal Service Funds:

- a. Fleet (610)
- b. Information Technology (620)

E. Next Steps



“That’s why I never walk in front.”

# **PARKS AND RECREATION FUND (210)**

# PARKS AND RECREATION FUND (210)

	<b>2013 PROPOSED BUDGET</b>
<b>FUND BALANCE, BEGINNING (TOTAL)</b>	576,492
<b>LESS RESERVED FUNDS BEGINNING</b>	396,971
<b>UNRESERVED FUND BALANCE, BEGINNING</b>	<u>179,520</u>
<b>REVENUES</b>	3,580,638
<b>EXPENDITURES</b>	(3,921,835)
<b>FUND GAIN (LOSS)</b>	<u>(341,197)</u>
<b>FUND BALANCE, ENDING (TOTAL)</b>	235,295
<b>LESS: RESERVED FUNDS ENDING</b>	130,611
<b>FUND BALANCE, ENDING -UNRESERVED</b>	<u>104,684</u>

**PARKS AND RECREATION (210)**

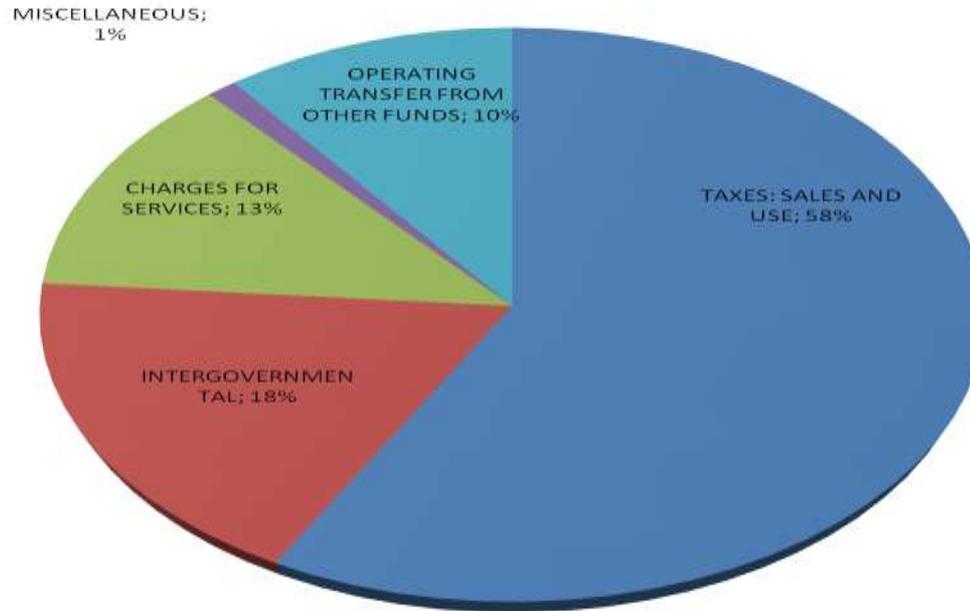
**2013  
PROPOSED  
BUDGET**



**REVENUES:**

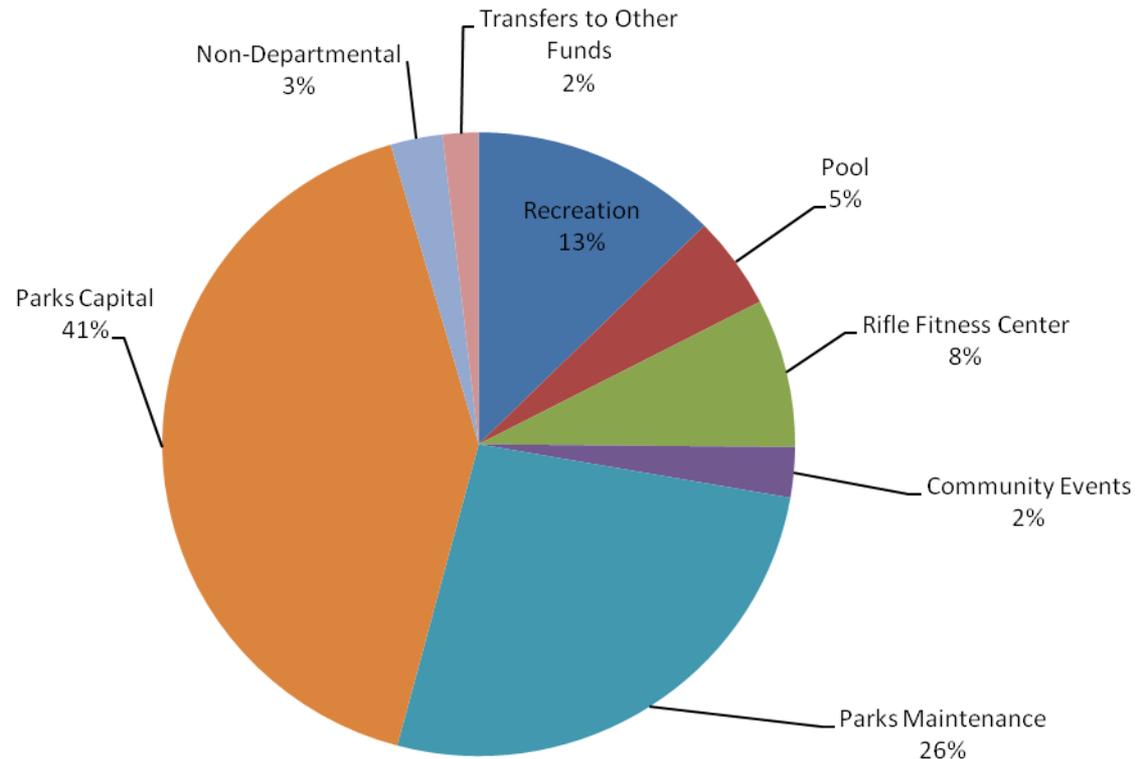
TAXES: SALES AND USE	2,081,038
INTERGOVERNMENTAL	650,000
CHARGES FOR SERVICES	441,650
MISCELLANEOUS	38,950
OPERATING TRANSFER FROM OTHER FUNDS	369,000
<b>TOTAL BUDGETED REVENUES</b>	<b>3,580,638</b>

## 2013 Budget Parks and Recreation Revenues



	<b>2013 PROPOSED BUDGET</b>
<b>PARKS AND RECREATION (210)</b>	
<b>EXPENDITURES</b>	
Recreation	495,879
Pool	188,053
Rifle Fitness Center	302,198
Community Events	102,110
Parks Maintenance	1,035,104
Parks Capital	1,622,327
Non-Departmental	104,246
Transfers to Other Funds	71,917
<b>TOTAL EXPENDITURES</b>	<b><u>3,921,835</u></b>

## 2013 Budget Parks and Recreation Expenses



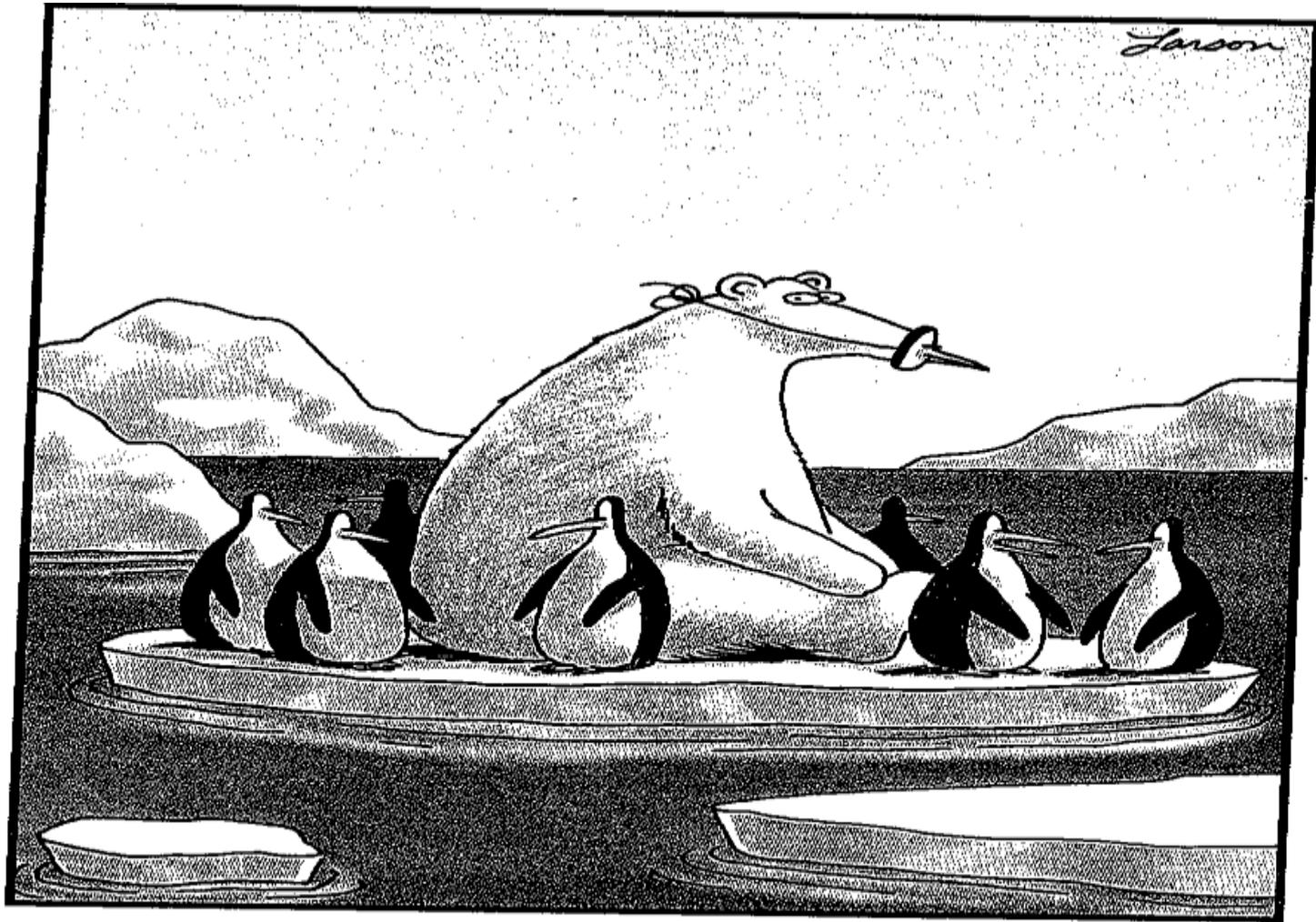
# City of Rifle

# Proposed 2013 Budget

Proprietary Funds

# Water Fund

Fund 310



“And now Edgar’s gone. . .  
Something’s going on around here.”

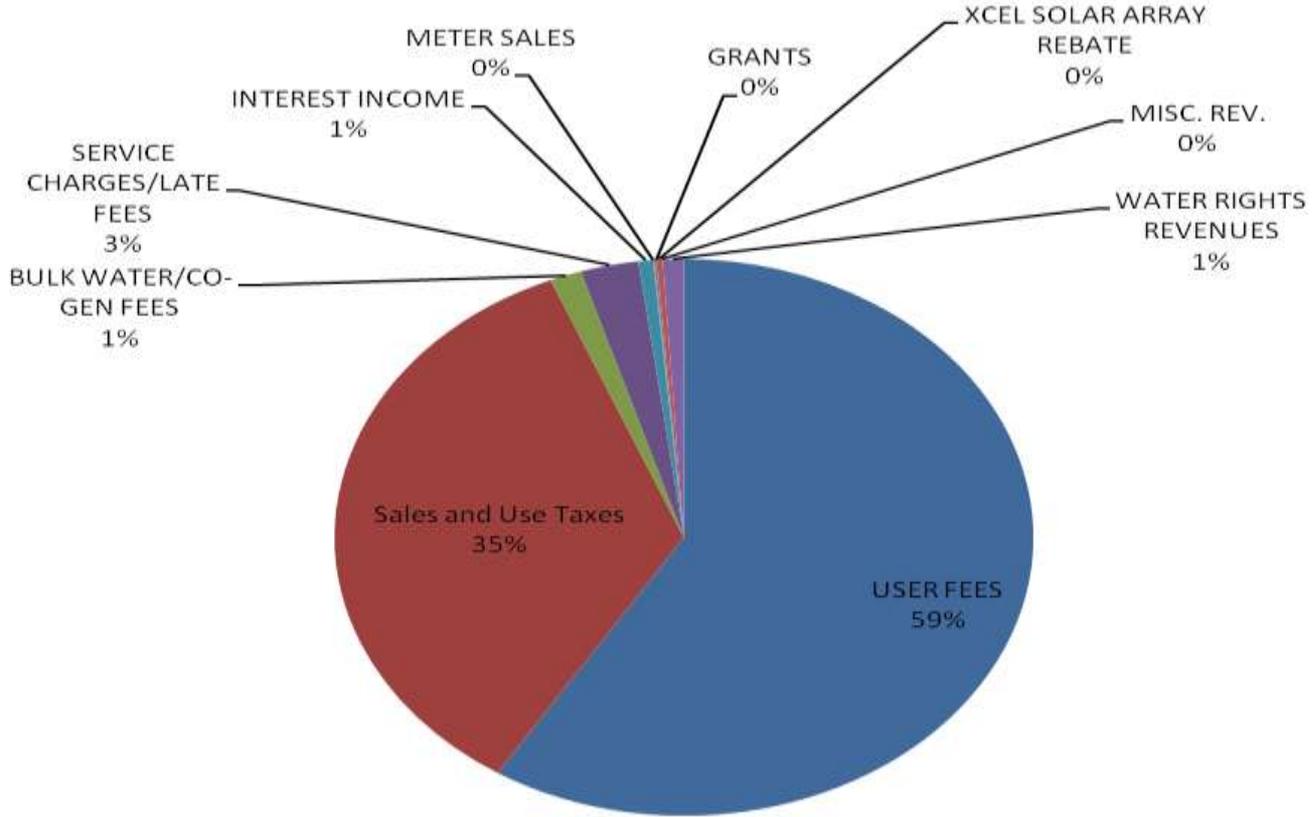
# Water Operations and Maintenance Fund

		<b>2013 BUDGET</b>
<b>BEGINNING WORKING CAPITAL</b>		<u>3,419,938</u>
<b>REVENUES:</b>		
OPERATIONS AND MAINTENANCE	4,419,395	
WATER RIGHTS REVENUES	<u>43,700</u>	
<b>TOTAL REVENUES</b>		4,463,095
<b>EXPENDITURES</b>		
OPERATIONS AND MAINTENANCE	3,590,176	
WATER RIGHTS REVENUES	<u>123,000</u>	
<b>TOTAL EXPENDITURES</b>		3,713,176
<b>FUND NET PROFIT/(LOSS) (Cash Basis)</b>		<u>749,919</u>
<b>WORKING CAPITAL - ENDING</b>		<u>4,169,857</u>

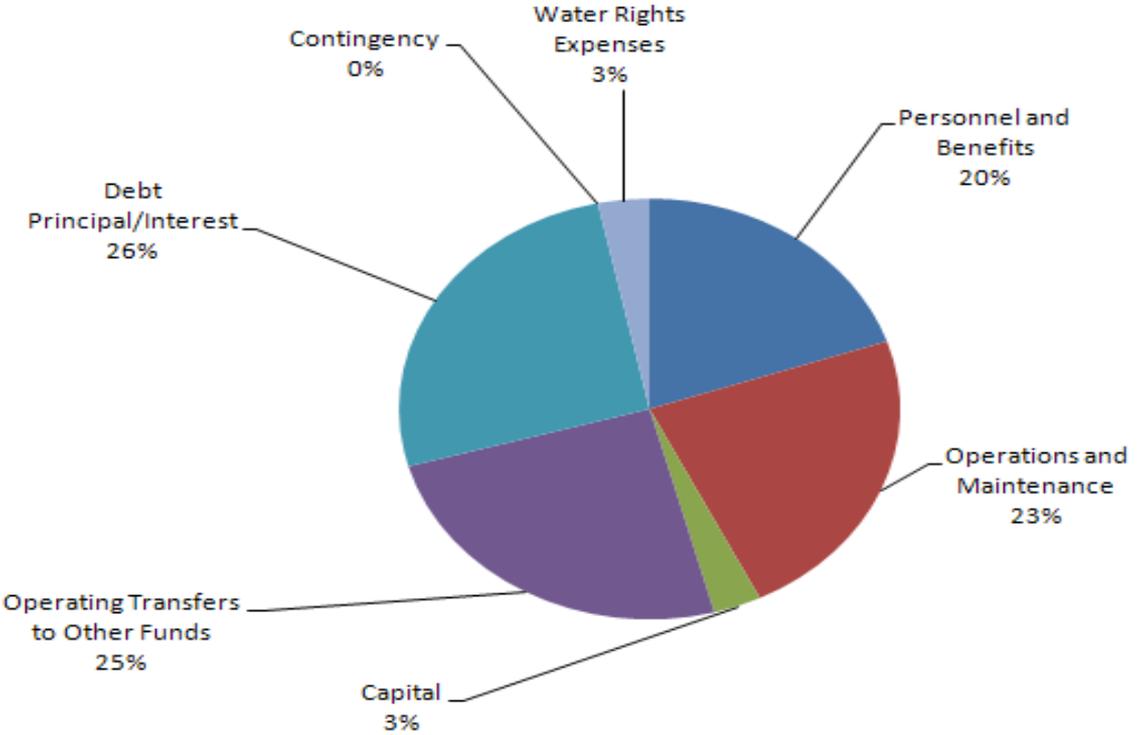
## 2013 Water O&M Budget

	<b>Budget</b>	<b>2013 % of Revenues</b>
<b>Revenues:</b>		
USER FEES	2,631,151	59.0%
Sales and Use Taxes	1,553,849	34.8%
BULK WATER/CO-GEN FEES	65,000	1.5%
SERVICE CHARGES/LATE FEES	120,000	2.7%
INTEREST INCOME	29,895	0.7%
METER SALES	2,500	0.1%
GRANTS	5,000	0.1%
XCEL SOLAR ARRAY REBATE	12,000	0.3%
MISC. REV.	0	0.0%
WATER RIGHTS REVENUES	43,700	1.0%
<b>Total Budgeted Revenues</b>	<b>4,463,095</b>	<b>100.0%</b>

**2013 Budget  
Water Fund Revenues**



# 2013 Budget Water Fund Expenditures by Function



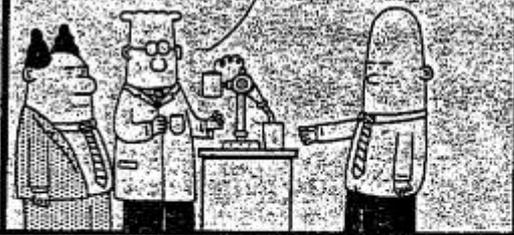
## Water Capital Fund

		<b>2013 BUDGET</b>
<b>BEGINNING WORKING CAPITAL</b>		<u>25,559,622</u>
<b>REVENUES:</b>		
GRANTS	600,000	
INTEREST	10,000	
SYSTEM IMPROVEMENT/IMPACT FEES	24,000	
OPERATING TRANSFERS FROM OTHER FUNDS	<u>887,500</u>	
<b>TOTAL REVENUES</b>		1,521,500
<b>EXPENDITURES</b>		
PROFESSIONAL SERVICES	355,000	
WATER TREATMENT PLANT IMPROVEMENTS	1,450,000	
WATER TREATMENT PLANT DESIGN/CONSTRUCTION	10,639,000	
WATER LINE CONSTRUCTION (ACACIA)	185,000	
DEBT PAYMENTS	<u>973,795</u>	
<b>TOTAL EXPENDITURES</b>		13,602,795
<b>FUND NET PROFIT/(LOSS) (Cash Basis)</b>		<u><u>(12,081,295)</u></u>
<b>WORKING CAPITAL - ENDING</b>		<u>13,478,327</u>

# Wastewater Fund

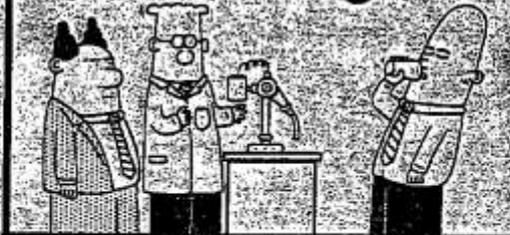
**DILBERT** SCOTT ADAMS

I INVENTED A FILTER  
THAT CAN TURN RAW  
SEWAGE INTO PURE  
DRINKING WATER IN  
SECONDS.



Dilbert.com DilbertCartoonist@gmail.com

GLUG  
GLUG  
GLUG



THE CLEAN WATER  
ENDS UP HERE IN THE  
UPPER CONTAINER.



11-8-12 ©2012 Scott Adams, Inc./Dist. by Universal Uclick

# Wastewater Operations and Maintenance

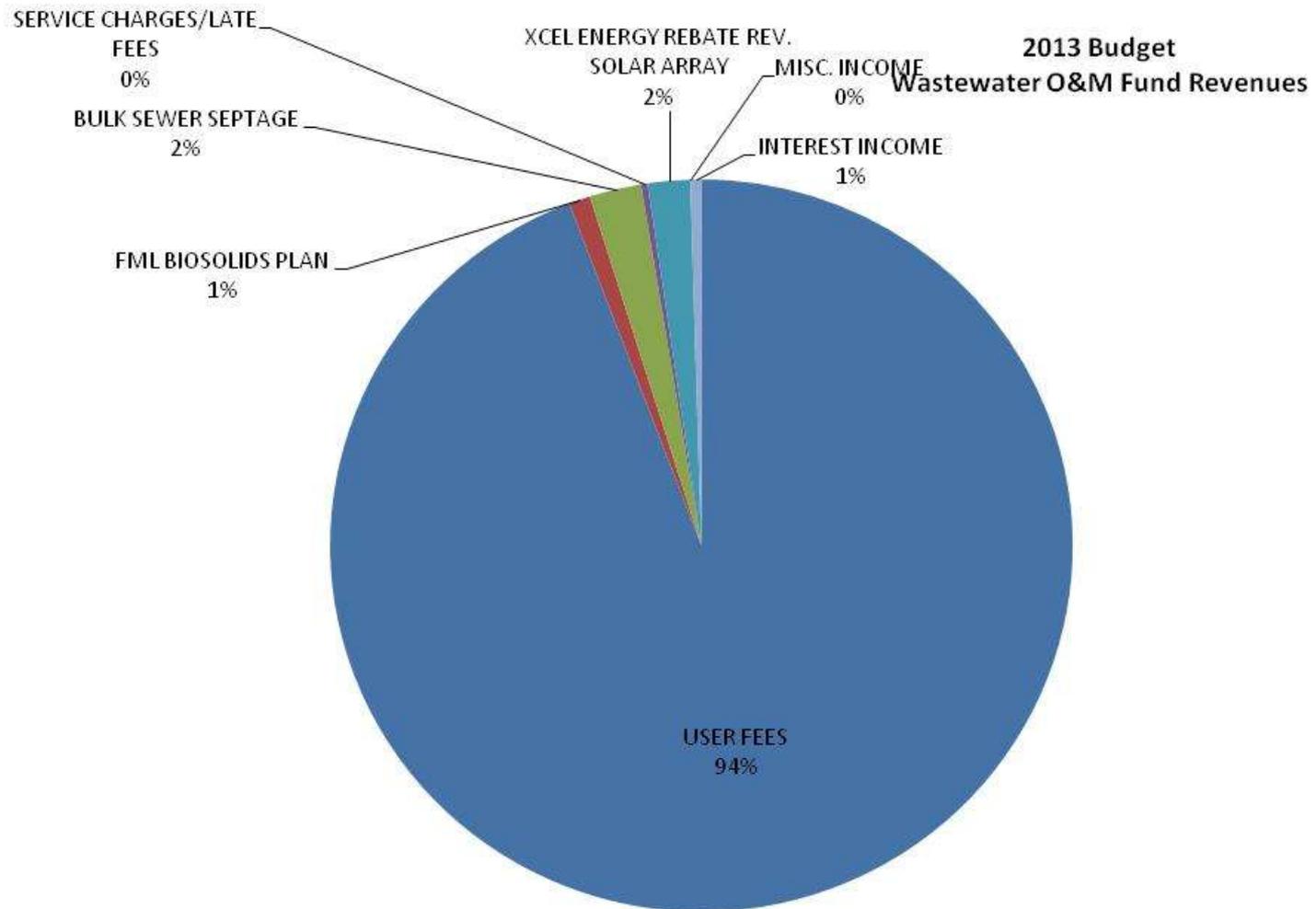
	2013 BUDGET
<b>BEGINNING WORKING CAPITAL</b>	<u>2,329,624</u>
<b>REVENUES</b>	2,665,837
<b>EXPENDITURES</b>	<u>2,914,212</u>
<b><i>FUND NET PROFIT/(LOSS) (Cash Basis)</i></b>	<u>(248,375)</u>
<b>WORKING CAPITAL - ENDING</b>	<u>2,081,250</u>

## 2013 Wastewater O&M Revenues

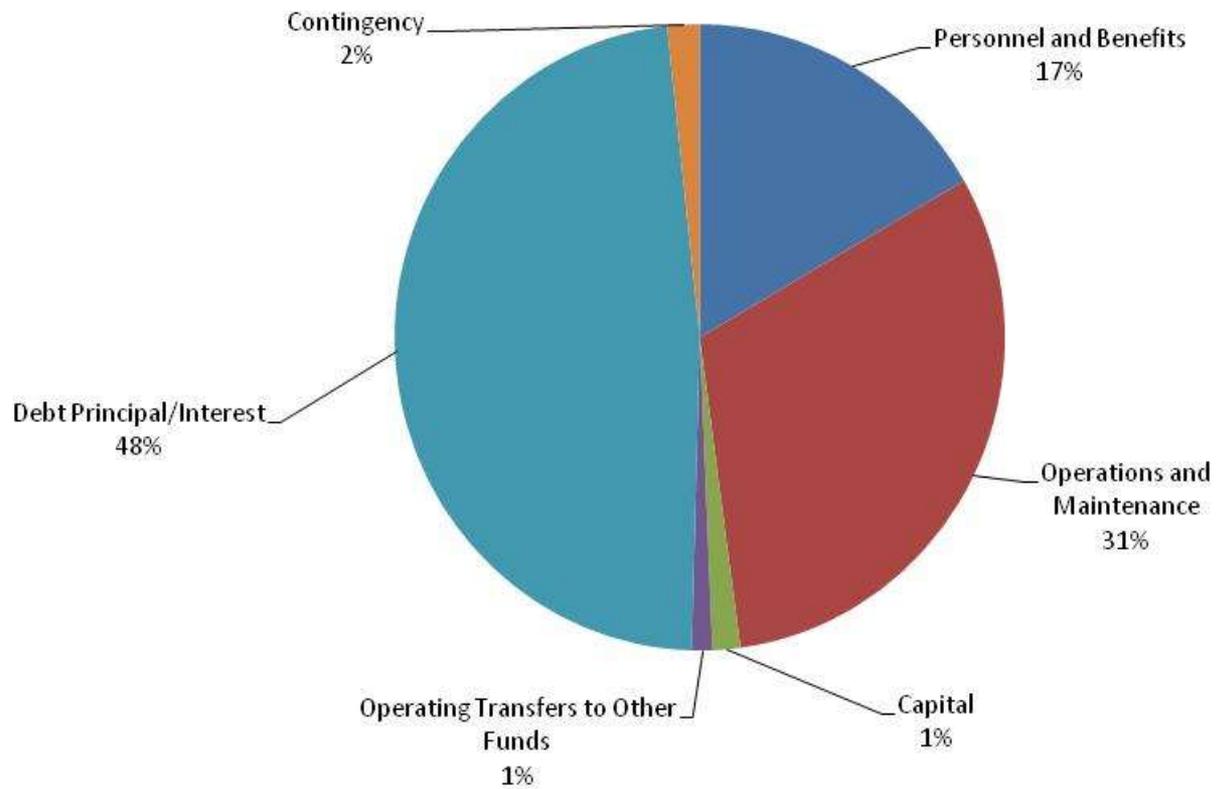
	<b>Budget</b>	<b>% of Revenues</b>
<b>Revenues:</b>		
USER FEES	2,511,317	94.2%
FML BIOSOLIDS PLAN	25,000	0.9%
BULK SEWER SEPTAGE	60,000	2.3%
SERVICE CHARGES/LATE FEES	7,720	0.3%
XCEL ENERGY REBATE REV. SOLAR ARRAY	49,000	1.8%
MISC. INCOME	200	0.0%
INTEREST INCOME	12,600	0.5%
<b>Total Budgeted Revenues</b>	<b>2,665,837</b>	<b>100.0%</b>

## 2013 Wastewater O&M Expenditures

	<b>Budget</b>	<b>% of Expenditures</b>
<b>Expenditure Summary by Function</b>		
Personnel and Benefits	486,185	16.7%
Operations and Maintenance	908,668	31.2%
Capital	43,000	1.5%
Operating Transfers to Other Funds	31,790	1.1%
Debt Principal/Interest	1,394,569	47.9%
Contingency	50,000	1.7%
<b>Total Budgeted Expenditures</b>	<b>2,914,212</b>	<b>100.0%</b>



## 2013 Budget Wastewater O&M Fund Expenditures by Function



# WASTEWATER CAPITAL FUND

	2013 BUDGET
<b>BEGINNING WORKING CAPITAL</b>	<u>826,278</u>
<b>REVENUES</b>	20,000
<b>EXPENDITURES</b>	<u>185,000</u>
<b><i>FUND NET PROFIT/(LOSS) (Cash Basis)</i></b>	<u>(165,000)</u>
<b>WORKING CAPITAL - ENDING</b>	<u>661,278</u>

# Sanitation Fund

Fund 330

**City of Rifle  
2013 Sanitation Fund Budget  
Summary**

	<b>2013</b>	<b>% of Revenues</b>
<b>Beginning Working Capital</b>	<u>577,249</u>	
<b>Revenues:</b>		
USER FEES	481,868	98.8%
INTEREST INCOME	5,835	1.2%
<b>Total Budgeted Revenues</b>	<u><u>487,703</u></u>	<u>100.0%</u>

		<b>% of Expenditures</b>
<b>Expenditure Summary by Function</b>		
PERSONNEL AND BENEFITS	14,369	3.0%
OPERATIONS AND MAINTENANCE	456,129	94.3%
SPRING CLEAN-UP	11,000	2.3%
OPERATING TRANSFER TO OTHER FUND	2,000	0.4%
<b>TOTAL BUDGETED EXPENDITURES</b>	<u><u>483,498</u></u>	<u>100.0%</u>

**Fund Gain (Loss)** 4,205

**Ending Working Capital** 581,454

# Internal Service Funds

# Fleet Fund

Fund 610

## City of Rifle 2013 Fleet Maintenance Budget Summary

	<b>2013</b>	
Expenditure Summary by Function	<b>Budget</b>	<b>% of Expenditures</b>
Personnel and Benefits	77,472	19.2%
Operations and Maintenance	326,277	80.8%
Total Budgeted Expenditures	403,749	100.0%

	<b>2013</b>	
<b>FLEET LOAN FUND</b>	<b>Budget</b>	
<b>Vehicle Purchases</b>		
General Fund: Police Department (Patrol Vehicle Replacements)	48,000	K-9 Unit
Vehicles - Streets Maintenance	25,000	Replace Ford F-150
Total Vehicle Purchases	73,000	

# Information Technology Fund

Fund 620

**City of Rifle  
Information Technology Maintenance Fund  
2013 Proposed Budget  
Summary**

	<b>2013</b>	
<b>Expenditure Summary by Function</b>	<b>Budget</b>	<b>% of Expenditures</b>
Personnel and Benefits	150,104	44.7%
Operations and Maintenance	185,900	55.3%
<b>Total Budgeted O&amp;M Expenditures</b>	336,004	100.0%

**Information Technology Internal Capital Fund  
2013 Proposed Budget  
Summary**

	<b>2013</b>
	<b>Budget</b>
<b>Internal Equipment Purchases</b>	63,333
<b>I.T. Technology Expenditures</b>	0
<b>Total Budgeted Capital Expenditures</b>	63,333

# CONCLUSION

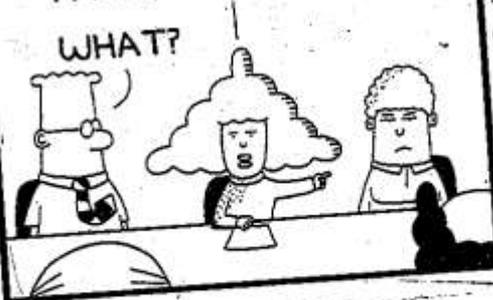
- Next Steps:
- 1. December 5, 2012 – Adopt and approve 2013 Budget Ordinance/Resolutions and Certify Mill Levies
- 2. Dec. 5, 2012 – Approve 2012 Supplemental Appropriations Ordinance/Resolutions.

# CONCLUSION

**DILBERT** SCOTT ADAMS

WE'D BETTER WRAP UP THIS MEETING BECAUSE JENNY IS A FOOD WEREWOLF.

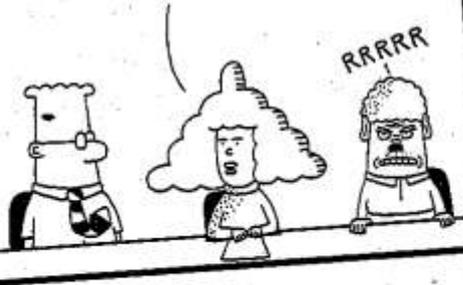
WHAT?



Dilbert.com DilbertCartoonist@gmail.com

WHEN SHE GOES TOO LONG WITHOUT EATING, SHE TURNS INTO A WEREWOLF.

RRRR



10-19-11 ©2011 Scott Adams, Inc. Artist by Universal Uclick

IT MIGHT BE TOO LATE.

YA THINK?



## SECOND AMENDMENT

### COMMERCIAL PROPERTY LAND LEASE

#### CACALOCO ENTERPRISES, INC.

THIS SECOND AMENDMENT COMMERCIAL PROPERTY LAND LEASE (“Lease”) is entered into as of November 1, 2012 by and between the CITY OF RIFLE, COLORADO, a Colorado home-rule municipality whose address is 202 Railroad Avenue, P.O. Box 1908, Rifle, Colorado 81650 (“Lessor” or the “City”) and CACALOCO ENTERPRISES, INC., a Colorado corporation, whose address is 256 Flying Fish Road, Carbondale, Colorado 81623 (“Lessee” or “Cacaloco”).

#### WITNESSETH:

WHEREAS, the City and Lessee entered into that certain Commercial Property Land Lease effective January 1, 2010 for five (5) acres, with an option to expand to a total of ten (10) acres, on property owned by the City known as the Energy Innovation Center located at 2515 West Centennial Parkway, Rifle, Colorado 81650 recorded with the Garfield County Clerk and Recorder as Reception No. 788812 (the “Lease”); and

WHEREAS the City and Lessee entered into that certain First Amendment to Commercial Property Land Lease effective April 20, 2011 that extended by one (1) year the Base Term and Option to Extend and the time period for Lessee to benefit from the incentive extended the Base Term of the Lease; and

WHEREAS, the City offered a Rental Waiver by Letter dated January 12, 2012 in the amount of \$30,000 for Rent due and not paid from 2011 if Lessee commenced constructing a building at the Facility by June 30, 2012 (“Rental Wavier”); and

WHEREAS, during Spring 2012 the City received numerous complaints from property owners and businesses near the Leased Premises regarding odors emanating from the Facility and the parties have determined it is in both of their best interests to amend the Lease with terms regarding the vacation of the Leased Premises and termination of the Lease.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the City and Cacaloco agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein by this reference as if set forth in full.
2. Amendments to the Lease. The Lease is hereby amended as follows:
  - A. Term. The Term of the Lease shall expire on October 31, 2013 with no option to extend the Term or expand the Leased Premises.

- B. Rent. Subject to Cacaloco's compliance with the terms and conditions of the Lease and this Amendment, and in consideration of the City agreeing to waive any past due Rent, to not seek payment of the Rental Waiver and to not collect any Rent through the Term of this Lease as amended herein, Cacaloco shall provide to the City \$20,000.00 or \_\_\_\_\_ cubic yards of quality compost material located at the Facility suitable for direct application with no additional processing (the "City's Compost"). Cacaloco shall make available and the City agrees to remove the City's Compost by \_\_\_\_\_, 2013. In the event of any default of the Lease or this Amendment by Cacaloco, the City shall be entitled to pursue collection of the Rental Waiver and all Rent under the Lease, minus the fair market value of any compost provided to the City.
- C. Operations and Closure Plan. In addition to the Facility's operation restrictions contained in the Lease:
- a. No new materials of any kind may be accepted at the Facility without the expressed written consent of the City. Cacaloco shall complete the composting of any existing materials with great effort towards minimizing odors. To mitigate odors on neighboring properties, Cacaloco shall only screen materials and disturb or turn piles when prevailing winds are favorable and not out of the west, southwest or south. In the event the City receives complaints from neighboring properties that odors are emanating from the Facility, the City will provide Cacaloco notice of such complaints and Cacaloco shall only disturb piles between the hours of 6:00 a.m. to 10 a.m. or take other efforts approved by the City to resolve the complaints. Cacaloco shall operate on the Leased Premises at least weekly to show progress in screening and completing the composting of the existing piles to create a marketable debris-free product by the end of the Term, as amended herein.
  - b. All materials not involved with composting the existing materials shall be removed from the Leased Premises by December 31, 2012. These materials include, but are not limited to: pallets, wood, garbage, and all debris not comingled with the compost piles, and any wood, garbage and debris screened from the compost piles.
  - c. Cacaloco shall keep the Leased Premises free of litter and debris and pick up trash at least weekly. Cacaloco shall further eradicate weeds on the Leased Premises and keep it free of weeds through the remainder of the Term, as amended herein.
  - d. Cacaloco shall perform all of the obligations required under the Certificate of Designation issued by the Colorado Department of Public





**DEPARTMENT OF PLANNING & DEVELOPMENT**

202 Railroad Avenue, Rifle, CO 81650

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



**MEMORANDUM**

**To:** John Hier, City Manager

**From:** Matt Sturgeon, Assistant City Manager

**Date:** November 13, 2012

**Re:** International Residential Code (IRC) Amendment – Fire Sprinkler Requirements

City Council heard comments at its November 7, 2012, workshop regarding the merits of 1- and 2-family residential fire sprinkler systems. The Mayor requested the question of whether to keep this requirement as part of the City's building codes be placed on City Council's November 19 agenda.

Staff placed Ordinance No. 21 on the agenda that addresses this question. If approved, the ordinance would amend Section 18-3-30 R.M.C. striking the requirement that new construction of 1- and 2-family homes include fire sprinkler systems beginning Jan. 1, 2013.

Staff recommends Council consider adding to the ordinance the following:

1. A 2-family unit (duplex) shall separate each unit with a 2-hour rated firewall.
2. Unfinished basements shall protect I-Joists using type x 5/8" sheetrock.

The purpose of protecting I-Joists – placing sheetrock on the ceiling of the basement level – is to protect the passage ways on the main living floor in the event a fire starts in the basement; this helps protect against residents and public safety responders from falling through the floor. The current code would have required sprinklers in the basement areas.

The building community may oppose this recommendation, because it could require some wasting of sheetrock when a basement is finished.

**CITY OF RIFLE, COLORADO  
ORDINANCE NO. 21  
SERIES OF 2012**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING  
SECTION 18-3-30 OF THE RIFLE MUNICIPAL CODE REGARDING  
RESIDENTIAL SPRINKLER SYSTEMS.

WHEREAS, by Ordinance 12, Series of 2011, the City of Rifle adopted by reference the 2009 Edition of the International Residential Code (the "IRC") as part of the Rifle Municipal Code (the "Code"); and

WHEREAS, Ordinance No. 12, Series of 2011 amended Section R313.2 of the IRC concerning One- and Two-Family Dwellings Automatic Fire Systems and scheduled that requirement to be effective January 1, 2013; and

WHEREAS, the City Council has determined it appropriate to delete IRC Section R313.2 and its requirement for automatic residential fire sprinkler systems installation in one- and two-family dwellings; and

WHEREAS, the City Council finds that this amendment is in the best interest of the citizens of the City.

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

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

Section 2. Section 18-3-30 of the Rifle Municipal Code is hereby amended to read as follows, with additions shown in **bold, double underlined text**, and ~~strike through language is deleted.~~

**18-3-30** Amendments.

\*\*\*

R313.2 One- and two-family dwellings automatic fire systems. **This subsection is deleted in its entirety.**

~~Automatic residential fire sprinkler systems shall be required effective January 1, 2013. Prior to January 1, 2013, when an automatic fire sprinkler system is not installed in a two family dwelling, a two-hour separation between units is required.~~

INTRODUCED on November 19, 2012, read by title, passed on first reading, and ordered published by title as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on December 5, 2012, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF RIFLE, COLORADO

BY \_\_\_\_\_

Mayor

ATTEST:

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



## MEMORANDUM

**To: City Manager Hier, Mayor Miller and City Council**  
**From: Mike Braaten, Government Affairs Coordinator**  
**Date: November 14, 2012**  
**Re: Authorization to submit DOLA Energy Impact Grant requests**

---

A modification to the DOLA grant application process now requires "official action by the applicant's governing board authorizing the application for funds."

Two projects are being submitted for consideration of grant funding to DOLA.

1. The first proposal will engineer, construct and connect a redundant water line to south Rifle (everything south of I-70) to improve water service delivery, flexibility, and security. The total project cost is estimated by Engineer Barth at \$1,467,390.00. DOLA recommends a one-to-one dollar match for large requests and staff is proposing to meet that requirement. The request to DOLA will be for \$733,695 and the City's match, provided by the water fund, will be \$733,695.

This application will be considered in the Tier 2 category and will require the City to participate in a hearing before the Energy Impact Grant Review Board in the spring of 2013.

2. The second request will be for \$200,000 in additional funding to complete the renovation of the Ute Theater. It is a heavily leveraged/matched project with other funding coming from a myriad of entities and funds.

This project will be reviewed internally by DOLA and will not require participation in a grant hearing. Instead, the Executive Director of DOLA will make the final decision on funding.

If multiple applications for funding come the same entity during a single funding round, DOLA requires that entity to prioritize funding requests. Due to the health and safety nature of the duplicate water line, staff recommends Council prioritize it as the top priority.

### **Recommended Council Action:**

A motion to approve and support the two grant requests to the Dept. of Local Affairs Energy Impact Assistance Fund – for the duplicate water line and the Ute Theater renovation, with the duplicate water line being the highest priority project from the City of Rifle.



## MEMORANDUM

**To: City Manager Hier, Mayor Miller and City Council**  
**From: Mike Braaten, Government Affairs Coordinator**  
**Date: November 14, 2012**  
**Re: Resolutions accepting GCFMLD funding**

---

Included in Council's packet are the contracts for funding with GCFMLD for the two projects for which the City was recently awarded funding:

- The North I-70 Roundabout engineering and design. This project total estimated cost is \$310,000. The City has committed \$83,000. Developer Wayne Rudd has committed \$10,000. The award was \$217,000 to the City from GCFMLD.
- The Rifle Biosolids Action Plan. This project is estimated to cost \$50,000. This project received \$25,000 in grant funds from GCFMLD and is matched with \$25,000 from the wastewater fund.

GCFMLD requires council approval of the resolutions for these two projects (Resolutions 21 & 22 of 2012). Once approved, the contracts must be returned to GCFMLD by close of business, Friday, November 30.

**CITY OF RIFLE, COLORADO  
RESOLUTION NO. 21  
SERIES OF 2012**

A RESOLUTION OF THE CITY OF RIFLE, COLORADO APPROVING THE  
GRANT AGREEMENT BETWEEN THE CITY OF RIFLE AND THE  
GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT  
REGARDING THE NORTH I-70 ROUNDABOUT ENGINEERING AND  
DESIGN

WHEREAS, the Garfield County Federal Mineral Lease District ("GCFMLD") is an independent public body politic and corporate formed pursuant to the Colorado Federal Mineral Lease District Act, C.R.S. §30-20-1301 *et seq.*, and receives federal mineral lease payments from the Colorado Department of Local Affairs annually for the purpose of disbursing and distributing those payments for specific statutory purposes; and

WHEREAS, the City has applied for and received a grant of \$217,000.00 from GCFMLD to engineer and design the north I-70 roundabout and related improvements (the "Project"), subject to the execution of a grant agreement with GCFMLD detailing the terms and conditions of the grant, including, but not limited to, disbursement of funds for and management of the Project; and

WHEREAS, the Rifle City Council desires to authorize its Manager to execute the grant agreement for the Project on behalf of the City.

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

1. The City incorporates the foregoing recitals as findings by the City Council.
2. The Rifle City Council hereby authorizes John Hier, Rifle City Manager, to sign the grant agreement for the Project with GCFMLD.
3. The City Council hereby authorizes the expenditure of funds in 2013 as necessary to meet the terms and obligations of the grant agreement and application. Nothing herein constitutes the approval of a multiple fiscal year obligation by the City.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 19<sup>th</sup> of November, 2012.

CITY OF RIFLE, COLORADO

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

ATTEST:

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



Garfield County  
**Federal Mineral Lease District**

Tuesday, November 6, 2012

Mr. Mike Braaten  
City of Rifle  
202 Railroad Ave  
Rifle, CO 81650

**Re: Fall 2012 Grant Cycle – Traditional Grant Program – Contract No: 12-FT-05**

Dear Mr. Braaten,

Enclosed please find one original of the Grant Agreement (“Agreement”) pertaining to your grant award from the Garfield County Federal Mineral Lease District (“GCFMLD”) for the Fall 2012 Grant Cycle based on the Grant Application you submitted. Your award remains contingent on mutual execution of the Agreement.

Execution of the Agreement will require a separate resolution passed by your governing body indicating acceptance of the Grant Agreement and its terms and authority to sign the Agreement on behalf of the governing body.

Please make sure the fully executed Grant Agreement is returned timely and with all necessary attachments to the District office no later than the close of business on November 30, 2012. Please direct any questions regarding the Agreement to [info@garfieldfml.org](mailto:info@garfieldfml.org).

Sincerely yours,

**GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT  
BOARD OF DIRECTORS**

enc: Grant Agreement

cc: file

---

*Established 2011*

*Office*  
817 Colorado Avenue, Suite 104B  
Glenwood Springs, Colorado 81601

*Correspondence*  
Post Office Box 2477  
Glenwood Springs, Colorado 81602

*Phone · Fax* 970.945.1347  
*Email* [info@GarfieldFMLD.org](mailto:info@GarfieldFMLD.org)  
*Website* [www.GarfieldFMLD.org](http://www.GarfieldFMLD.org)

**ORIGINAL**

GRANT AGREEMENT

PROJECT NAME: North I-70 Roundabout Engineering and Design

CONTRACT NUMBER: 12-FT-05

COMPLETION DATE: October 30, 2014

PARTIES TO AGREEMENT:

GRANTOR: Garfield County Federal Mineral Lease District

GRANTEE: City of Rifle, Colorado

Recitals

- A. The Garfield County Federal Mineral Lease District (hereinafter "Grantor" or "GCFMLD") is an independent public body politic and corporate formed pursuant to the Colorado Federal Mineral Lease District Act, C.R.S., § 30-20-1301 *et seq* (2011), as amended by Senate Bill 12-31 (hereinafter "the Act") and governed by a Board of Directors (hereinafter "Board"). Grantor exercises the essential public function of alleviating social, economic, and public finance impacts resulting from federal mineral leasing activities within Garfield County.
- B. Grantor receives federal mineral lease payments from the Colorado Department of Local Affairs annually and is authorized under the Act and 30 U.S.C. §191 to disburse and distribute those payments for specific statutory purposes.
- C. Grantor may grant only to political subdivisions of the State of Colorado for (1) planning, (2) construction and maintenance of public facilities, or (3) provision of public services. 30 U.S.C. §191.
- D. In 2012, Grantor created a grant program, pursuant to which eligible entities could apply for grants for eligible purposes. Grantee responded to the **Fall 2012 Grant Cycle** by submitting a detailed grant application (hereinafter "Grant Application").
- E. Grantor approved Grantee's Grant Application on **October 30, 2012**, subject to the execution of a detailed grant agreement, and subject to the terms and conditions set forth herein. The Parties intend this agreement to be the detailed final grant agreement (hereinafter "Agreement") required by Grantor and referenced in the Grant Application.

## Agreement, Terms, and Conditions

NOW, THEREFORE, for and in consideration of the mutual promises or covenants exchanged herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree to the following terms and conditions:

1. *Incorporation of Recitals.* The Recitals set forth above are hereby incorporated into the terms of this Agreement.
2. *Representations and Warranties of Grantee.*
  - a. Grantee is a political subdivision of the State of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement.
  - b. Grantee warrants that any and all statements and representations including all sources and uses of funds made in the Grant Application are true and correct, and that the Grant Application including all attachments and exhibits thereto is incorporated by this reference into this Agreement as if set forth in full and anew.
  - c. Grantee's governing body has authorized entering into this Agreement as evidenced by the resolution attached hereto as **Exhibit A**.
3. *Representations and Warranties of Grantor.*
  - a. Grantor is a duly organized political subdivision of the State of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement.
  - b. Grantor represents and warrants that as of the date of execution of this Agreement it has available sufficient funds necessary to fully fund the amount of the Grant set forth herein.
  - c. The Board has authorized its President to sign this Agreement.
4. *Grant and Project.* Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Grantee a sum not to exceed **two hundred seventeen thousand dollars and no cents (\$217,000.00)** (the "Grant"). The Grant shall be used by Grantee solely to complete the Project, in substantial conformity with the final plans, specifications, designs and uses approved by Grantor and in conformity with the Grant Application.
5. *Project Scope.* Grantee shall not materially modify the Project or the Project budget (attached hereto as **Exhibit B**, the "Budget") without the prior written approval of the Grantor, or Grantor's designee, and such approval shall be in Grantor's sole discretion. Any material modification to the Project undertaken without Grantor's prior written consent may be deemed a breach of this Agreement by Grantor, entitling Grantor to all

remedies available under this Agreement. If Grantee determines with reasonable probability that the Project will not or cannot be completed as reflected in the Grant Application, Grantee will promptly so advise the Board, and cooperate in good faith to seek a resolution before any further funds are advanced.

6. *Grantee Efforts.* Grantee shall complete the Project in a timely fashion, in a good and workmanlike manner, and consistent with this Agreement and Grantor's approvals related to the Project.
7. *Completion Date.* Grantee shall complete the Project and submit its Final Report no later than **October 30, 2014** (the "Completion Date"), which is two calendar years after the Board's approval of the Project. Grantee may request an extension of the Completion Date. Extensions of up to 90 days may be awarded by GCFMLD staff. Longer extensions are heavily discouraged and are in the exclusive discretion of the Board. If Grantee determines with reasonable probability that the Project will not or cannot be completed by the Completion Date or any extended completion date, Grantee will promptly so advise Grantor, and cooperate in good faith to seek a resolution before any further funds are advanced.
8. *Matching Funds.* Grantee shall obtain the matching cash and in-kind contributions for the Project as reflected in the Budget and as required by Grantor, and shall provide such evidence of the same as Grantor may require in its reasonable discretion.
9. *Disbursement of Funds.* Grantee shall select one of the three reimbursement options below regarding disbursement of funds. Grantee shall indicate its selection using the Reimbursement Options Form, **Exhibit C** (attached).
  - a. *Advance Payment:* If Grantee opts to receive a portion of the Grant funds prior to beginning work on the Project (an "Advance Payment"), Grantee shall provide Grantor with the documentation and calculations described in the **Advance Payment Request Form** available from Grantor. Grantor may, in its discretion, request additional documentation to support making an Advance Payment. An Advance Payment shall not exceed Grantor's percentage of expected overall costs (as determined by the Grantor-approved budget) applied to the value of documented eligible expenses or 50% of the Grant, whichever is less. Notwithstanding remedies elsewhere described herein, an Advance Payment shall be considered a reimbursable financial obligation until the Project is completed and Final Payment as defined below has been made; however, the obligation to repay the Advance Payment shall be triggered in the event of breach, payable in the fiscal year of breach. If Grantee opts to receive an Advance Payment, it may not receive a Progress Payment, as defined below.
  - b. *Progress Payment:* If Grantee has opted to forego an Advance Payment and has opted to receive a portion of the Grant funds after starting but prior to completing work on the Project (a "Progress Payment"), Grantee shall provide Grantor with a progress report detailing expenditures and progress made to date ("Progress

Report"). The Progress Report must be submitted using **Grantor's Progress Report Form** available from Grantor. Grantor may, in its discretion, request additional documentation to support making a Progress Payment. A Progress Payment shall not exceed Grantor's percentage of expected overall costs, as determined by the Grantor-approved budget, applied to the value of documented eligible expenses or 50% of the Grant, whichever is less. Notwithstanding remedies elsewhere described herein, a Progress Payment shall be considered a reimbursable financial obligation until the Project is completed and Final Payment as defined below has been made; however, the obligation to repay the Progress Payment shall be triggered in the event of breach, payable in the fiscal year of breach. If Grantee received an Advance Payment, it may not receive a Progress Payment, and Grantee is limited to receiving one Progress Payment.

- c. *Final Payment:* Once the Project is complete, Grantee shall submit a final report to Grantor detailing the accomplishments of and expenditures related to the Project (the "Final Report"). The Project is "complete" when, as applicable to the Project, (1) all planning is completed, (2) all public facilities have been built, or maintenance of the public facilities has been completed, and the public facilities are ready for their intended use, or (3) public services have been provided. The Final Report must be submitted using **Grantor's Final Report Form** available from Grantor. Grantor may, in its discretion, request additional documentation before its approval of the contents of the Final Report. Upon Grantor's review and approval of the Final Report, Grantor shall pay the outstanding balance on the Grant (the "Final Payment"), subject to any reductions contemplated by any provision of this Agreement.

10. *Conditions for Disbursement.* Except as provided in Paragraph 10 below, the Grant is subject to the following requirements and conditions.

- a. The Grant and all matching funds shall be used only for (1) planning, (2) construction and maintenance of public facilities, or (3) provision of public services and consistent with Grantee's representations in the Grant Agreement. Determinations on eligible and ineligible costs are in Grantor's sole discretion.
- b. Disbursement of Grant funds shall be made on the basis of costs actually incurred by Grantee and supported by written documentation (receipts, bills, etc.). Grantor may, in its discretion, depending on the nature of the Project, require documentation of mechanics lien waivers or waivers of claims to public project performance bonds as a precondition to any disbursement under this Agreement.
- c. Except as otherwise agreed to in advance by Grantor in accordance with the terms of this Agreement, no material modifications may be made to the Project. Material modifications to the Project to which Grantor has not agreed may result in a reduction in the Grant. "Material modifications" may include, but are not necessarily limited to, a reduction in the total cost of the Project or any other variance from the Project as presented in the Grant Application. It is the sole responsibility of Grantee

to inform Grantor of any such modifications to the Project. Grantor strongly encourages Grantee to contact Grantor in writing when it becomes aware of or wishes to make any such modifications, however seemingly minor, to the Project.

11. *Sufficiency of Grant Funds.* Grantor warrants that Grantor has available sufficient funds to fund the Grant.

12. *Project Operation and Maintenance.*

- a. As applicable to the construction and maintenance of public facilities, Grantee shall operate, manage, and maintain the Project in a reasonable state of repair for the purposes specified in the Grant Application for a period of 25 years from the date of completion of the Project or the useful life of the Project, whichever is less, in accordance with product warranties and/or generally accepted standards applicable to the Project, and provide and maintain access to the Project and to the Property, regardless of the Property's ownership.
- b. Failure to comply with the provisions of Paragraph 12.a. may be deemed a breach by Grantee under Paragraph 20, below.
- c. Grantor shall not be liable for any cost of maintenance, management or operation of the Project.
- d. Within 60 days of a reasonable request by Grantor, Grantee will provide Grantor with adequate records reflecting the operating and maintenance costs of the Project and provide the Board with such other information concerning the use of the Project by the public and the impact of the Project.

13. *Public Access.* As applicable to the construction and maintenance of public facilities, Grantee agrees, for itself and its successors in interest, to allow reasonable public access to the Project given the nature and use of the public facilities, for the term specified in Section 12. Grantee may temporarily close such public access for construction, maintenance, emergency situations, or other reasonable purposes.

14. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, permits, approvals, and other similar requirements.

15. *Nondiscrimination.* During the performance of this Agreement, Grantee and its contractors, subcontractors and agents shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex, or any other basis prohibited by local, state or federal law. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment

are free of such discrimination. Further, during the performance of this Agreement, Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access and use of the Project.

**16. *Publicity and Project Information.***

- a. Grantee shall erect and maintain a sign at a prominent location on the Project site acknowledging the assistance of the Garfield County Federal Mineral Lease District. Grantor will provide such signs at no cost to Grantee. Alternatively, Grantor will provide reproducible samples of its logo to Grantee for custom signs.
  - i. Grantor shall approve in advance the design of any sign materially varying from the signs provided by Grantor. To obtain such approval, Grantee shall submit to Grantor plans describing the number, design, placement, and wording of signs and placards. Plans shall be submitted to Grantor for review and approval prior to completion of the Project. Where signage is impractical, a determination in the Grantor's sole discretion, Grantee agrees to proceed pursuant to paragraph 16.a.iii below.
  - ii. Grantor may withhold Final Payment pending evidence of placement of signage.
  - iii. In the case where the Grant is given for planning or public services, Grantee shall prominently display an indoor plaque or other suitable marker acknowledging the assistance of the Garfield County Federal Mineral Lease District. Grantor will provide such signs at no cost to Grantee. The plaque or marker shall be displayed in Grantee's principal place of business or other logical location as determined by Grantor.
  - iv. This requirement may be waived in Grantor's sole discretion.
  - v. Grantee shall inform the GCFMLD of the need for a replacement sign or plaque due to damage, destruction, or disrepair. Grantor's failure to provide a replacement sign or plaque shall relieve Grantee of the obligations of this paragraph.
- b. Grantee shall acknowledge GCFMLD funding in all publicity issued by it concerning the Project.
- c. Grantee shall cooperate with the GCFMLD or its designee in advance in preparing public information pieces related to the Project.
- d. Grantee shall give the GCFMLD the right and opportunity to use information gained from the Project.

- e. Grantee shall give the GCFMLD a minimum 30 days' notice of any Project grand openings, dedications, or other events.
- f. Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly, members of the board of county commissioners of the county or counties in which the Project is located, as well as to other appropriate public officials, upon request of Grantor.
- g. Grantee shall provide quality digital photographs (or printed photographs, if unable to provide digital photographs) of the completed Project with the Final Report, upon request of Grantor.
- h. At no time shall Grantee represent in any manner to the public or to any party that it is affiliated with the GCFMLD or acting on behalf of the GCFMLD.

17. *Liability.* The Grantor and Grantee acknowledge that each is subject to the constitutional prohibitions against indemnification pursuant to Colorado Constitution article XI, § 1 and that as governmental entities, neither party can agree to indemnify the other. Nothing herein shall be deemed a waiver of the Colorado Governmental Immunity Act for or by either party. C.R.S. § 24-10-101 *et seq.* (1963) as amended.

18. *Audits and Accounting.* Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The accounts, documents, and records related to the Project shall be retained by Grantee for not less than five (5) years following the date of disbursement of funds under this Agreement. Grantor, or its designated agent, shall have the right, upon reasonable notice to Grantee, to audit the books and records of Grantee which pertain to the Project and to the use and disposition of the Grant. While Grantee is not required to use GAAP (Generally Accepted Accounting Principles), Grantee shall use reasonable and appropriate accounting systems in maintaining the required records hereunder.

19. *Inspection.* Throughout the term of this Agreement, Grantor shall have the right to inspect the Project to ascertain compliance with this Agreement.

20. *Breach; Withdrawal of Board Funding; Termination of Agreement.* Anything else in this Agreement or otherwise to the contrary notwithstanding, Grantor may withdraw, in whole or in part, the Grant and/or terminate this Agreement, if the Board determines in its discretion that:

- a. facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Grant as contemplated infeasible or impractical;
- b. any material modifications in the scope or nature of the Project have occurred from that which was presented in the Grant Application and such material modifications have not received the prior written approval of Grantor;

- c. any statement or representation made by Grantee in the Grant Application, this Agreement, the Advance Payment documentation, the Progress Report, the Final Report, or otherwise is untrue, inaccurate or incomplete in any material respect;
- d. the results of Grantor's review of the Advance Payment documentation, the Progress Report, or the Final Report are not acceptable to Grantor with respect to material representations therein;
- e. the Project will not or cannot be completed by the Completion Date or any extensions granted thereto or delays in the implementation of the Project have occurred which, in Grantor's sole judgment, make the Project impracticable;
- f. the Project will not or cannot be completed within the Budget or any approved modifications, or the total Project cost and/or Grantee's matching funding are reduced;
- g. title to or encumbrances against the Property are or become such that Grantee is unable to complete the Project, or the Project and/or the Property are or become unavailable for public use;

#### 21. Remedies.

- a. In the event that Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, Grantor may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:
  - i. Prior to payment of Grant:
    - A. Withdraw the Grant and terminate this Agreement; and,
    - B. Deny Grantee eligibility for participation in future GCFMLD grants, loans or projects.
  - ii. After payment (partial or full) of Grant:
    - A. Deny Grantee eligibility for participation in future GCFMLD grants, loans or projects;
    - B. Seek specific performance of Grantee's obligations under this Agreement;
    - C. Seek reimbursement in full of disbursement made under the Grant.
- b. The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity.

22. *Good Faith.* There is an obligation of good faith on the part of both parties, including the obligation to make timely communication of information which may reasonably be believed to be material to the other party.
23. *Assignment.* Grantee may not assign its rights under this Agreement without the prior written consent of Grantor, which consent shall be in the discretion of Grantor. Any assignment shall require that, at a minimum, the assignee is eligible to receive grants from Grantor and assumes all of Grantee's ongoing obligations under this Agreement.
24. *Applicable Law.* This Agreement shall be governed by the laws of the State of Colorado and the United States of America, and venue for any dispute hereunder shall lie exclusively in the 9<sup>th</sup> Judicial District Court, State of Colorado, in Glenwood Springs, CO.
25. *No Joint Venture.* Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee or other relationship between the parties hereto other than independent contracting parties. Except as permitted under the remedies provisions hereunder, neither party shall have the express or implied right to act for, on behalf of, or in the name of the other party.
26. *Severability.* If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision, other than those as to which it is found to be invalid, shall remain in full force and effect.
27. *Time is of the Essence.* Time is of the essence in this Agreement.
28. *Survival.* The terms and provisions of this Agreement and the parties' covenants hereunder shall survive the funding of the Grant and the completion of the Project.
29. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by telecopy or e-mail as if they were original signatures.
30. *Third Party Beneficiary.* Grantor and Grantee hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between Grantor and Grantee, and that no third party beneficiaries are intended.
31. *Construction.* Each party hereto has reviewed this Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement.
32. *Waiver.* The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach

of the same, similar or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

33. *TABOR.* No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate either party to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant to or in aid of any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

34. *Entire Agreement.* Except as expressly provided herein or below, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes to this Agreement shall be valid unless made as an amendment to this contract, approved by the Board, and signed by the parties.

Exhibit A – Resolution Approved by Grantee’s Governing Body Authorizing Execution of this Agreement

Exhibit B – Project Budget

Exhibit C – Reimbursement Options Form

35. *Execution.* To be eligible for the Grant, Grantee shall fully execute the original Agreement including all Exhibits listed in paragraph 34 above and deliver the same to Grantor no later close of business on **November 30, 2012**. Thereafter, Grantor will execute the Agreement and retain the original in the GCFMLD offices, returning a photocopy to Grantee.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the \_\_ day of November, 2012.

GRANTOR:  
GARFIELD COUNTY  
FEDERAL MINERAL LEASE DISTRICT

GRANTEE:  
CITY OF RIFLE, COLORADO

By: \_\_\_\_\_  
Gregg Rippy  
President, GCFMLD Board

By: \_\_\_\_\_  
John Hier  
City Manager, City of Rifle

**ORIGINAL**

**ATTACH EXHIBIT A**

**CITY OF RIFLE, COLORADO  
RESOLUTION NO. 21  
SERIES OF 2012**

**A RESOLUTION OF THE CITY OF RIFLE, COLORADO APPROVING THE  
GRANT AGREEMENT BETWEEN THE CITY OF RIFLE AND THE  
GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT  
REGARDING THE NORTH I-70 ROUNDABOUT ENGINEERING AND  
DESIGN**

WHEREAS, the Garfield County Federal Mineral Lease District ("GCFMLD") is an independent public body politic and corporate formed pursuant to the Colorado Federal Mineral Lease District Act, C.R.S. §30-20-1301 *et seq.*, and receives federal mineral lease payments from the Colorado Department of Local Affairs annually for the purpose of disbursing and distributing those payments for specific statutory purposes; and

WHEREAS, the City has applied for and received a grant of \$217,000.00 from GCFMLD to engineer and design the north I-70 roundabout and related improvements (the "Project"), subject to the execution of a grant agreement with GCFMLD detailing the terms and conditions of the grant, including, but not limited to, disbursement of funds for and management of the Project; and

WHEREAS, the Rifle City Council desires to authorize its Manager to execute the grant agreement for the Project on behalf of the City.

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

1. The City incorporates the foregoing recitals as findings by the City Council.
2. The Rifle City Council hereby authorizes John Hier, Rifle City Manager, to sign the grant agreement for the Project with GCFMLD.
3. The City Council hereby authorizes the expenditure of funds in 2013 as necessary to meet the terms and obligations of the grant agreement and application. Nothing herein constitutes the approval of a multiple fiscal year obligation by the City.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 19<sup>th</sup> of November, 2012.

CITY OF RIFLE, COLORADO

By

\_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_

City Clerk

**ATTACH EXHIBIT B**





**Project Budget: Interstate 70 North Roundabout Engineering and Design**

<b>IN-KIND</b>	<b>Use of Funds</b>	<b>No. of Units / Hours</b>	<b>Cost Per Unit / Hour</b>	<b>GC/FM/LD Funds</b>	<b>Applicant Funds</b>	<b>Partner Funds</b>	<b>Total Funding (\$)</b>
Professional Services							\$0.00
vendor/service provider							\$0.00
vendor/service provider							\$0.00
Materials							\$0.00
vendor/service provider							\$0.00
vendor/service provider							\$0.00
Equipment							\$0.00
vendor/service provider							\$0.00
vendor/service provider							\$0.00
<b>USE OF FUNDS - IN-KIND SUBTOTAL</b>					\$0.00	\$0.00	\$0.00
<i>10% Contingency</i>					\$0	\$0	\$0
<b>TOTAL PROJECT COST</b>				\$217,000.00	\$83,000.00	\$10,000.00	\$310,000.00



Garfield County  
**Federal Mineral Lease District**  
Established 2011

EXHIBIT C - Reimbursement Options

The Garfield County Federal Mineral Lease District (“GCFMLD”) offers three payment options for the reimbursement of grants awarded. The payment options have been summarized below. Upon reviewing the options please sign in the appropriate spot to indicate which reimbursement scenario will best accommodate your grant. Return this completed form to the GCFMLD with your executed Grant Agreement.

Option 1 – Advance Payment Prior to Project

- Applicant may request one payment prior to commencement of work on a project, only IF the following situations apply:
- Up to 50% of the grant award may be requested with a signed construction contract between the applicant and a contractor.
- All usual reporting requirements, including documentation of cash and in-kind contributions and the total project and a report comparing the approved budget vs. actual use of funds, must be submitted prior to payment

Option 2 – Partial Payment (as a standard option, rather than only upon request)

- Applicant may request one partial payment during the execution of the Grant Agreement.
- Up to 50% of the grant award may be requested.
- Partial grant payment will reimburse the Grantee for actual expenditures made in the performance of the executed Grant Agreement.
- All partial grant payments shall be based upon approved financial status reports documenting the expenditures made to date. Progress reports and staff review of the reporting may not be as detailed as it will be a final report stage, in order to facilitate payment.
- Final payment will be made upon full completion of the project and submission of all final report documentation. Final report materials include documentation to support all cash and in-kind contributions and the total project cost. Grantees are also required to submit a report comparing the approved budget vs. actual use of funds. The GCFMLD reserves the right to withhold all or a portion of the final payment should we find that ineligible expenses were included either in a progress report or at final report stage.

Option 3 – Final Grant Payment

- The entire grant award will be paid upon full completion of the project and submission of a final report that indicates the project was completed in accordance with the grant agreement.
- A final report including documentation of cash and in-kind contributions and the total project cost a report comparing the approved budget vs. actual use of funds, must be submitted prior to payment.

PLEASE CIRCLE PREFERRED OPTION:    OPTION 1            OPTION 2            OPTION 3

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (print)

Contract #: \_\_\_\_\_

**CITY OF RIFLE, COLORADO  
RESOLUTION NO. 22  
SERIES OF 2012**

A RESOLUTION OF THE CITY OF RIFLE, COLORADO APPROVING THE  
GRANT AGREEMENT BETWEEN THE CITY OF RIFLE AND THE  
GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT  
REGARDING THE BIOSOLIDS ACTION PLAN

WHEREAS, the Garfield County Federal Mineral Lease District ("GCFMLD") is an independent public body politic and corporate formed pursuant to the Colorado Federal Mineral Lease District Act, C.R.S. §30-20-1301 *et seq.*, and receives federal mineral lease payments from the Colorado Department of Local Affairs annually for the purpose of disbursing and distributing those payments for specific statutory purposes; and

WHEREAS, the City has applied for and received a grant of \$25,000.00 from GCFMLD to complete a Biosolids Action Plan (the "Project"), subject to the execution of a grant agreement with GCFMLD detailing the terms and conditions of the grant, including, but not limited to, disbursement of funds for and management of the Project; and

WHEREAS, the Rifle City Council desires to authorize its Manager to execute the grant agreement for the Project on behalf of the City.

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

1. The City incorporates the foregoing recitals as findings by the City Council.
2. The Rifle City Council hereby authorizes John Hier, Rifle City Manager, to sign the grant agreement for the Project with GCFMLD.
3. The City Council hereby authorizes the expenditure of funds in 2013 as necessary to meet the terms and obligations of the grant agreement and application. Nothing herein constitutes the approval of a multiple fiscal year obligation by the City.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 19<sup>th</sup> of November, 2012.

CITY OF RIFLE, COLORADO

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

ATTEST:

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



Garfield County  
**Federal Mineral Lease District**

Wednesday, November 6, 2012

Mike Braaten  
City of Rifle  
202 Railroad Ave  
Rifle, CO 81650

**Re: Fall 2012 Grant Cycle – Mini Grant Program – Contract No: 12-FM-07**

Dear Mr. Braaten,

Enclosed please find one original of the Mini Grant Agreement (“Agreement”) pertaining to your grant award from the Garfield County Federal Mineral Lease District (“GCFMLD”) for the Fall 2012 Grant Cycle based on the Grant Application you submitted for the Mini Grant Program. Your award remains contingent on mutual execution of the Agreement.

Execution of the Agreement will require a separate resolution passed by your governing body indicating acceptance of the Agreement and its terms and authority to sign the Agreement on behalf of the governing body.

Please make sure the fully executed Agreement is returned timely and with all necessary attachments to the District office no later than the close of business on November 30, 2012. Please direct any questions regarding the Agreement to [info@garfieldfml.org](mailto:info@garfieldfml.org).

Sincerely yours,

**GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT  
BOARD OF DIRECTORS**

enc: Grant Agreement

cc: file

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*Established 2011*

*Office*  
817 Colorado Avenue, Suite 104B  
Glenwood Springs, Colorado 81601

*Correspondence*  
Post Office Box 2477  
Glenwood Springs, Colorado 81602

*Phone · Fax* 970.945.1347  
*Email* [info@GarfieldFMLD.org](mailto:info@GarfieldFMLD.org)  
*Website* [www.GarfieldFMLD.org](http://www.GarfieldFMLD.org)

MINI GRANT AGREEMENT

PROJECT NAME: Bio Solids Action Plan

CONTRACT NUMBER: 12-FM-07

COMPLETION DATE: October 30, 2013

PARTIES TO AGREEMENT:

GRANTOR: Garfield County Federal Mineral Lease District

GRANTEE: City of Rifle, Colorado

**ORIGINAL**

Recitals

- A. The Garfield County Federal Mineral Lease District (hereinafter "Grantor" or "GCFMLD") is an independent public body politic and corporate formed pursuant to the Colorado Federal Mineral Lease District Act, C.R.S., § 30-20-1301 *et seq* (2012) (hereinafter "the Act") and governed by a Board of Directors (hereinafter "Board").
- B. Grantee is a political subdivision of the State of Colorado, and is therefore eligible to receive grant funding from Grantor under the Act and 30 U.S.C. §191.
- C. Grantee submitted a grant application (hereinafter "Grant Application") in response to Grantor's **Fall 2012 Grant Cycle** and the Mini Grant Program.
- D. Grantor approved Grantee's Grant Application for a Mini Grant on **October 30, 2012**, conditioned on the execution of this Mini Grant Agreement (hereinafter "Agreement").
- E. The project (hereinafter "Project") is as described in the Grant Application and qualifies for GCFMLD funding as either (1) planning, (2) construction and maintenance of public facilities, or (3) provision of public services.

Agreement, Terms, and Conditions

NOW, THEREFORE, for and in consideration of the mutual promises or covenants exchanged herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. *Incorporation of Recitals.* The Recitals set forth above are hereby incorporated into the terms of this Agreement.

2. *Representations and Warranties of Grantee.*

- a. Grantee has full and lawful authority to enter into, and comply with the terms of, this Agreement.
- b. Grantee warrants that any and all statements and representations including all sources and uses of funds made in the Grant Application are true and correct, and that the Grant Application including all attachments and exhibits thereto is incorporated by this reference into this Agreement as if set forth in full and anew.
- c. Grantee's governing body has authorized entering into this Agreement as evidenced by the resolution attached hereto as **Exhibit A**.

3. *Representations and Warranties of Grantor.*

- a. Grantor has full and lawful authority to enter into, and comply with the terms of, this Agreement.
- b. Grantor represents and warrants that as of the date of execution of this Agreement it has available sufficient funds necessary to fully fund the amount of the Grant set forth herein.
- c. The Board has authorized its President to sign this Agreement.

4. *Grant and Project.* Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Grantee a sum not to exceed **twenty five thousand dollars and no cents (\$25,000.00)** (the "Grant"). The Grant shall be used by Grantee solely to complete the Project, in substantial conformity with the final plans, specifications, designs and uses approved by Grantor and in conformity with the Grant Application.

5. *Project Scope.* Grantee shall not materially modify the Project or the Project budget (attached hereto as **Exhibit B**, the "Budget") without the prior written approval of the Grantor, or Grantor's designee, and such approval shall be in Grantor's sole discretion. Any material modification to the Project undertaken without Grantor's prior written consent may be deemed a breach of this Agreement by Grantor, entitling Grantor to all remedies available under this Agreement. If Grantee determines with reasonable probability that the Project will not or cannot be completed as reflected in the Grant Application, Grantee will promptly so advise the Board, and cooperate in good faith to seek a resolution before any further funds are advanced.

6. *Grantee Efforts.* Grantee shall complete the Project in a timely fashion, in a good and workmanlike manner, and consistent with this Agreement and Grantor's approvals related to the Project.

7. **Completion Date.** Grantee shall complete the Project and submit its Final Report no later than **October 30, 2013** (the "Completion Date"), one calendar year after the Board's approval of the Project. Requests for extension of the Completion Date are discouraged but should be directed in writing to the Board.
  
8. **Disbursement of Funds.** The Grant is subject to the following requirements and conditions:
  - a. The Grant shall be used only for (1) planning, (2) construction and maintenance of public facilities, or (3) provision of public services and consistent with Grantee's representations in the Grant Agreement. Determinations on eligible and ineligible costs are in Grantor's sole discretion.
  
  - b. Disbursement of Grant funds shall be made on the basis of costs actually incurred by Grantee and supported by written documentation (receipts, bills, etc.). Grantor may, in its discretion, depending on the nature of the Project, require documentation of mechanics lien waivers or waivers of claims to public project performance bonds as a precondition to any disbursement under this Agreement.
  
  - c. Except as otherwise agreed to in advance by Grantor in accordance with the terms of this Agreement, no material modifications may be made to the Project. Material modifications to the Project to which Grantor has not agreed may result in a reduction in the Grant. "Material modifications" may include, but are not necessarily limited to, a reduction in the total cost of the Project or any other variance from the Project as presented in the Grant Application. It is the sole responsibility of Grantee to inform Grantor of any such modifications to the Project. Grantor strongly encourages Grantee to contact Grantor in writing when it becomes aware of or wishes to make any such modifications, however seemingly minor, to the Project.
  
9. **Sufficiency of Grant Funds.** Grantor warrants that Grantor has available sufficient funds to fund the Grant.
  
10. **Project Operation and Maintenance.**
  - a. As applicable to the construction and maintenance of public facilities, Grantee shall operate, manage, and maintain the Project in a reasonable state of repair for the purposes specified in the Grant Application for a period of 25 years from the date of completion of the Project or the useful life of the Project, whichever is less, in accordance with product warranties and/or generally accepted standards applicable to the Project, and provide and maintain access to the Project and to the Property, regardless of the Property's ownership.
  
  - b. Failure to comply with the provisions of Paragraph 10.a. may be deemed a breach by Grantee under Paragraph 18, below.

- c. Grantor shall not be liable for any cost of maintenance, management or operation of the Project.
  - d. Within 60 days of a reasonable request by Grantor, Grantee will provide Grantor with adequate records reflecting the operating and maintenance costs of the Project and provide the Board with such other information concerning the use of the Project by the public and the impact of the Project.
11. *Public Access.* As applicable to the construction and maintenance of public facilities, Grantee agrees, for itself and its successors in interest, to allow reasonable public access to the Project given the nature and use of the public facilities, for the term specified in Paragraph 10. Grantee may temporarily close such public access for construction, maintenance, emergency situations, or other reasonable purposes.
12. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, permits, approvals, and other similar requirements.
13. *Nondiscrimination.* During the performance of this Agreement, Grantee and its contractors, subcontractors and agents shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex, or any other basis prohibited by local, state or federal law. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Further, during the performance of this Agreement, Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access and use of the Project.
14. *Publicity and Project Information.* Grantee agrees to acknowledge the assistance of the Garfield County Federal Mineral Lease District in a manner appropriate to the Project.

Grantee agrees to erect and maintain a sign(s) at a prominent location(s) on the Project site during construction, and Grantor will provide such signs at no cost to Grantee. Alternatively, Grantor will provide reproducible samples of its logo to Grantee for custom signs. Grantor may withhold Final Payment pending evidence of placement of signage.

Grantee shall prominently display an indoor plaque or other suitable marker acknowledging the assistance of the Garfield County Federal Mineral Lease District. Grantor will provide such plaque or marker at no cost to Grantee. The plaque or marker shall be displayed in Grantee's principal place of business or other logical location as determined by Grantor.

Grantee shall inform the GCFMLD of the need for a replacement sign or plaque due to damage, destruction, or disrepair. Grantor's failure to provide a replacement sign or plaque shall relieve Grantee of the obligations of this paragraph.

Additional terms:

- a. Grantee shall acknowledge GCFMLD funding in all publicity issued by it concerning the Project.
- b. Grantee shall cooperate with the GCFMLD or its designee in advance in preparing public information pieces related to the Project.
- c. Grantee shall give the GCFMLD the right and opportunity to use information gained from the Project.
- d. Grantee shall give the GCFMLD a minimum 30 days' notice of any Project grand openings, dedications, or other events.
- e. Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly, members of the board of county commissioners of the county or counties in which the Project is located, as well as to other appropriate public officials, upon request of Grantor.
- f. Grantee shall provide quality digital photographs (or printed photographs, if unable to provide digital photographs) of the completed Project with the Final Report, upon request of Grantor.
- g. At no time shall Grantee represent in any manner to the public or to any party that it is affiliated with the GCFMLD or acting on behalf of the GCFMLD.

15. *Liability.* The Grantor and Grantee acknowledge that each is subject to the constitutional prohibitions against indemnification pursuant to Colorado Constitution article XI, § 1 and that as governmental entities, neither party can agree to indemnify the other. Nothing herein shall be deemed a waiver of the Colorado Governmental Immunity Act for or by either party. C.R.S. § 24-10-101 *et seq.* (1963) as amended.

16. *Audits and Accounting.* Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The accounts, documents, and records related to the Project shall be retained by Grantee for not less than five (5) years following the date of disbursement of funds under this Agreement. Grantor, or its designated agent, shall have the right, upon reasonable notice to Grantee, to audit the books and records of Grantee, which pertain to the Project and to the use and disposition of the Grant. While Grantee is not required to use GAAP (Generally Accepted Accounting Principles), Grantee shall use reasonable and appropriate accounting systems in maintaining the required records hereunder.

17. *Inspection.* Throughout the term of this Agreement, Grantor shall have the right to inspect the Project to ascertain compliance with this Agreement.

18. *Breach; Withdrawal of Board Funding; Termination of Agreement.* Anything else in this Agreement or otherwise to the contrary notwithstanding, Grantor may withdraw, in whole or in part, the Grant and/or terminate this Agreement, if the Board determines in its discretion that:

- a. facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Grant as contemplated infeasible or impractical;
- b. any material modifications in the scope or nature of the Project have occurred from that which was presented in the Grant Application and such material modifications have not received the prior written approval of Grantor;
- c. any statement or representation made by Grantee in the Grant Application, this Agreement, the Advance Payment documentation, the Progress Report, the Final Report, or otherwise is untrue, inaccurate or incomplete in any material respect;
- d. the results of Grantor's review of the Advance Payment documentation, the Progress Report, or the Final Report are not acceptable to Grantor with respect to material representations therein;
- e. the Project will not or cannot be completed by the Completion Date or any extensions granted thereto or delays in the implementation of the Project have occurred which, in Grantor's sole judgment, make the Project impracticable;
- f. the Project will not or cannot be completed within the Budget or any approved modifications, or the total Project cost and/or Grantee's matching funding are reduced;
- g. title to or encumbrances against the Property are or become such that Grantee is unable to complete the Project, or the Project and/or the Property are or become unavailable for public use;

19. *Remedies.*

- a. In the event that Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, Grantor may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:
  - i. Prior to payment of Grant:
    - A. Withdraw the Grant and terminate this Agreement; and,



27. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by telecopy or e-mail as if they were original signatures.
28. *Third Party Beneficiary.* Grantor and Grantee hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between Grantor and Grantee, and that no third party beneficiaries are intended.
29. *Construction.* Each party hereto has reviewed this Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement.
30. *Waiver.* The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.
31. *TABOR.* No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate either party to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant to or in aid of any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.
32. *Entire Agreement.* Except as expressly provided herein or below, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes to this Agreement shall be valid unless made as an amendment to this contract, approved by the Board, and signed by the parties.

Exhibit A – Resolution Approved by Grantee’s Governing Body Authorizing Execution of this Agreement

Exhibit B – Project Budget

33. *Execution.* To be eligible for the Grant, Grantee shall fully execute the original Agreement including all Exhibits listed in paragraph 32 above and deliver the same to Grantor no later close of business on **November 30, 2012**. Thereafter, Grantor will execute the Agreement and retain the original in the GCFMLD offices, returning a photocopy to Grantee.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the \_\_ day of November 2012.

GRANTOR:  
GARFIELD COUNTY  
FEDERAL MINERAL LEASE DISTRICT

GRANTEE:  
CITY OF RIFLE, COLORADO

By: \_\_\_\_\_  
Gregg Rippy  
President, GCFMLD Board

By: \_\_\_\_\_  
John Hier  
City Manager, City of Rifle

**ORIGINAL**

# **ATTACH EXHIBIT A**

**CITY OF RIFLE, COLORADO  
RESOLUTION NO. 22  
SERIES OF 2012**

**A RESOLUTION OF THE CITY OF RIFLE, COLORADO APPROVING THE  
GRANT AGREEMENT BETWEEN THE CITY OF RIFLE AND THE  
GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT  
REGARDING THE BIOSOLIDS ACTION PLAN**

WHEREAS, the Garfield County Federal Mineral Lease District ("GCFMLD") is an independent public body politic and corporate formed pursuant to the Colorado Federal Mineral Lease District Act, C.R.S. §30-20-1301 *et seq.*, and receives federal mineral lease payments from the Colorado Department of Local Affairs annually for the purpose of disbursing and distributing those payments for specific statutory purposes; and

WHEREAS, the City has applied for and received a grant of \$25,000.00 from GCFMLD to complete a Biosolids Action Plan (the "Project"), subject to the execution of a grant agreement with GCFMLD detailing the terms and conditions of the grant, including, but not limited to, disbursement of funds for and management of the Project; and

WHEREAS, the Rifle City Council desires to authorize its Manager to execute the grant agreement for the Project on behalf of the City.

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

1. The City incorporates the foregoing recitals as findings by the City Council.
2. The Rifle City Council hereby authorizes John Hier, Rifle City Manager, to sign the grant agreement for the Project with GCFMLD.
3. The City Council hereby authorizes the expenditure of funds in 2013 as necessary to meet the terms and obligations of the grant agreement and application. Nothing herein constitutes the approval of a multiple fiscal year obligation by the City.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 19<sup>th</sup> of November, 2012.

CITY OF RIFLE, COLORADO

By

\_\_\_\_\_  
Mayor

ATTEST:

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

# **ATTACH EXHIBIT B**

**Project Budget: City of Rifle Biosolids Action Plan (MINIGRANT)**

	Source of Funds	Date Secured	GCFMLD Grant Request	Applicant Match (\$)	Partner Match (\$)	Total Funding (\$)
<b>CASH</b>	Garfield County Federal Mineral Lease District	<i>pending</i>	25,000	25,000.00		\$0.00
	City of Rifle					\$25,000.00
						\$0.00
						\$0.00
						\$0.00
<b>IN-KIND</b>						\$0.00
						\$0.00
						\$0.00
<b>TOTAL SOURCE OF FUNDS</b>			\$25,000.00	\$25,000.00	\$0.00	\$50,000.00







## MEMORANDUM

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

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

**Date: November 14, 2012**

**Re: Martifer Solar – request to be exempt from building permit fees.**

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Following please find a request from Martifer Solar to be exempt from the building permit fees related to their installation of solar arrays for the City of Rifle.

As these solar arrays are a City project, staff recommends Council approve the exemption. Not doing so will result in an increased rate of power charged in the Solar Power Purchase Agreement.

According to the Rifle Building Department, the maximum fee for a commercial solar array is \$1,000. In exempting these arrays, Council will be foregoing approximately \$7,000-9,000.

The arrays will still be subject to sales and use tax, however, because they will not be owned by the City. The project, currently nine arrays on various City facilities, is valued at \$1,536,797. The City's use tax rate is currently 3.5%, so the City should expect to realize about \$53,800 in use tax on the proposed nine arrays.

11/12/2012

City of Rifle  
202 Railroad Avenue  
Rifle, CO 81650

Dear City of Rifle City Council-

Martifer Solar, USA requests an exemption for permitting fees related to the proposed Solar PV installations on City of Rifle facilities. Our goal is to offer the City of Rifle (The City) the lowest cost possible on the Power Purchase Agreement between the City of Rifle and Sol Haven and this will be achieved by constructing the arrays at the lowest cost possible. By having this solar PV project for City of Rifle facilities exempt from the permitting fees we can show a lower cost per kWh on the Power Purchase Agreement for The City. Thank you for your consideration.

Sincerely,



Dan Ferguson  
Channel Manager-Community Solar  
Martifer solar, USA



## Department Of Human Services

**West Office:**  
195 W. 14<sup>th</sup> Street  
Rifle, CO 81650  
Phone: (970) 625-5282  
(800) 530-5392  
Fax: (970) 625-0927

**MAILING ADDRESS:**  
195 W. 14<sup>th</sup> Street  
Rifle, CO 81650

**East Office:**  
108 8<sup>th</sup> Street Suite 300  
Glenwood Springs, CO 81601  
Phone: (970) 945-9191  
(800) 530-3891

Fax: (970) 928-0465

October 31, 2012

John Hier, City Manager  
City of Rifle  
202 Railroad Avenue  
Rifle, CO 81650

### **RE: Garfield County Senior Programs Board Representatives for 2013**

Dear John

On behalf of the seniors in Garfield County and the Senior Programs Advisory Board, thank you for your continued involvement and participation in the Senior Nutrition and Transportation Programs.

It is time to choose your city/town representative to the Senior Programs Advisory Board. The Board meets at 9:00 a.m. on the fourth Friday of every month and the meetings generally last about two hours. In 2012 meetings were held in Rifle, Glenwood Springs and New Castle. Just a reminder that the bylaws state "The Senior Programs Board shall consist of twelve (12) members recommended by and representatives of the listed organizations, all of whom shall be appointed by the BOCC.

<u>Entity</u>	<u>Number of Representatives</u>
Garfield County	1
Colorado Mountain College	1 consumer advocate and 1 CMC
City of Glenwood Springs	1
City of Rifle	1
Roaring Fork Transportation Authority	1
Town of New Castle	1
Town of Parachute	1
Town of Carbondale	1
Town of Silt	1
Garfield County Council on Aging	2 consumer advocates

The term of membership shall be for the entire 2013 fiscal year (January – December). Membership shall be voluntary. The representatives designated as Senior Programs Board members are expected to participate and attend meetings. Alternate members may be designated but must be approved by the BOCC.

Each member organization may have its alternate representative attend Senior Programs Board meetings as an alternate non-voting member, or be designated as a voting member in the absence of the member. In the case that a member leaves his/her organization, the alternate, if any, or the agency which the member represented, shall be contacted regarding membership on Senior Programs Board.

Each member shall be advised of the confidential nature of his/her responsibilities in accordance with Sections 19-1-303 and 19-1-307, C.R.S., as amended, and shall be required to sign a confidentiality agreement.

In the event a member of this Board should miss three consecutive regularly scheduled meetings without just cause, that member's position may be declared vacant by the Senior Programs Board and the BOCC may appoint some qualified person for the remainder of that term from that organization.

A super majority of the membership (2/3 of the membership or 8 members) constitutes a quorum necessary to conduct business."

There are twelve members to the Board with eight members present to constitute a quorum. Therefore, I'd like to suggest that each organization designate an alternate member that can be presented to the Board of County Commissioners for appointment.

At our October 26th Board meeting, Jay Miller indicated that he was appointed to the advisory Board as well as you as the alternate. I would appreciate your contacting me by December 5<sup>th</sup> with the name of your representative and their alternate so I can prepare the information for the Garfield County Board of County Commissioners December 17<sup>th</sup> meeting. Please contact me at (970) 945-9191 extension 3061 or by email at [jumartin@garfield-county.com](mailto:jumartin@garfield-county.com) should you have any questions.

Sincerely,



Judy Martin,  
Manager, Senior Programs

# Manager's Report

November 16, 2012



## Personnel Issues

This past week has been slightly stressful as we have experienced some turnover with personnel in various departments. First, Troy Cole with the Utility C&D crew left to return to be near his family in the Midwest. We have hired Mr. Jesse Flowers to replace Troy, and Jesse will begin work November 19.

Secondly, Roger Cooper, a long time employee with the Public Works Department, resigned recently. We have recruited Mr. Shawn Wade for this position.

Resultantly, there has been a need for some training efforts as these employees are introduced to their new job responsibilities.

Finally, Mike Braaten submitted his resignation this week. Mike has been offered the position of Deputy City Manager with the City of Littleton, Colorado. Mike will begin his new responsibilities in Littleton in January. We will miss Mike very much. He has done a tremendous job for Rifle. We understand, however, that this is an opportunity for Mike to advance his career and we wish him the very best.

## Water Rates

I have begun working with SGM to review the present water rate structure in view of the passage of the ¾ cent sales tax. We are reviewing the base rate and the various tiers. When complete, we will bring a proposal forward to the Council for your consideration.

## Budget

The 2<sup>nd</sup> public hearing will be held on November 19<sup>th</sup> regarding the proposed 2013 municipal budget. All work is complete, and the focus will be on the Utility Funds and Parks and Recreation Funds.

## Rifle Bucks

Mike Braaten is managing this program, and the first phase will begin on November 19<sup>th</sup>.

Please call me if you have any questions or comments. Also, please mark your calendars for Nov. 19<sup>th</sup> as it is not a regular meeting night, but the Council moved the Nov. 21<sup>st</sup> meeting to the 19<sup>th</sup>. Finally, we do not have any items scheduled for the work session, so it will be cancelled, and the regular meeting will start at 6:00 p.m.

Thanks,

John Hier

**DEPARTMENT OF PLANNING & DEVELOPMENT**

202 Railroad Avenue, Rifle, CO 81650

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



**MEMORANDUM**

**To:** John Hier, City Manager  
**From:** Matt Sturgeon, Assistant City Manager  
**Date:** November 13, 2012  
**Re:** Rifle Water Treatment Plant – Using an Owner’s Representative

The water plant project is a two year project that requires the City’s interests be represented with focus. Learning from the wastewater plant project, staff believes hiring a third-party, Owner’s Representative to assist with management of the project will be a more effective method of keeping the project on-schedule, within or under budget, and closing out the project (warranty assurance, training, semi-contractor payment protection).

Projects of this scale and complexity are rare in municipal government and often never occur during a staff person’s tenure. Therefore, it should not be expected that any staff member has managed such a complex project. Additionally, the Utility Director remains responsible for the operations of the existing water plants, the wastewater plant, as well as city-wide collection and distribution. For these reasons, it seems evident it will be difficult to place adequate attention on such a complex construction project; regardless of how well intentioned the City staff might be.

An Owner’s Representative is able to look at the project as a whole and understand how each project task—there are over 40 in this project—will combine smoothly to result in a quality water plant being functional at the end of the schedule. The rep will be our eyes and ears on the project looking for potential issues before they happen, and the person actively dealing with these issues before they become real problems.

The rep will know and interact with the project manager of every task occurring on the job and develop a professional relationship with all trades involved. An Owner’s Rep will be able to communicate well with every person on the job site, something more difficult for a City staff person to do.

The Owner’s Representative’s job is to not be shy about bringing up items that can be difficult to discuss, particularly and typically fiscal issues. This person holds people accountable, watches the schedule, and anticipates and avoids cost overruns. They also can have a relationship with a project that allows them to see when a change order will affect other project components later on in a job; these change orders can increase and decrease overall project costs.

Most importantly, the Owner’s Representative manages time. This person holds participants accountable to the overall project schedule establishing and maintaining reporting requirements. Every time someone fails to make a request and/or answer a request in a timely fashion it cause the project time, which often leads to an added cost.



## MEMORANDUM

**To: City Manager Hier, Mayor Miller and City Council**  
**From: Mike Braaten, Government Affairs Coordinator**  
**Date: November 14, 2012**  
**Re: Staff Report**

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### **Martifer Solar Power Purchase Agreement update**

Staff recently met with representatives from Martifer to further define the placement of the solar arrays. We started out with 14 different arrays on City facilities, but due to cost and siting issues, the total number of arrays has been scaled back to nine and one to two questionable sites still. Once the arrays are final, the power purchase contract will be delivered to the City for review and comment.

Additionally, included in the City Council packet for Nov. 19 City Council meeting is a written request from Martifer Solar to wave the building permit fees as those fees would be passed back to the City in the form of rates and the improvements are to City Facilities. See the related memo for more information.

### **Rifle Bucks**

A letter to retailers and restaurants was sent in early November, radio and print advertising has been purchased and the "Bucks" are printed and will be distributed starting on November 19th and running through the 21<sup>st</sup>. Last year we ran out of Rifle Bucks after 2.5 days and anticipate a similar pattern this year.

The coupons will have the familiar Rifle Buck graphic printed in green on light blue security paper (same paper used for bank checks).

### **Grant application submitted**

Under short notice, I worked with Nathan Lindquist to submit a small implementation grant to the Laura Jane Musser Fund – a small foundation based in Minnesota that funds community engagement and civic projects in rural areas of a select number of states, Colorado being one. Staff submitted a request of \$25,000, matched with \$5,000 of City planning funds to develop a number of small projects that have resulted from the HUD/DOT process and the 3DA Academy in the downtown core of Rifle. Award notification will be around February or March 2013.

### **Amendment 64**

For Council's information, I've included following my staff report, a number of documents relating to the implementation of Amendment 64.

### **AMSO commits \$10,000 for Ute Renovation**

Also following my staff report, please find a letter of commitment from AMSO to provide a \$10,000 donation to the renovation of the Ute Theater.

### **RREDC Main Street Report**

At my request, the RREDC has also provided a brief summary of activities related to the Rifle Main Street Program. Dana Ingram, the Main Street Coordinator, will be providing these updated periodically.



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To: CML Membership  
From: Rachel Allen, CML Staff Attorney  
Kevin Bommer, CML Deputy Director  
Date: November 7, 2012  
Subject: Amendment 64 - Use and Regulation of Marijuana Passes

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### Colorado voters approve marijuana for consumers at least 21 years old

On November 6, 2012, Colorado voters passed Amendment 64 to Use and Regulation of Marijuana. Amendment 64 provides for persons 21-years-of-age or older to legally consume or possess 1 ounce or less of marijuana without a doctor's recommendation and tax marijuana similar to alcohol. Amendment 64 also creates the framework for a regulatory scheme for retail sales of marijuana.

This memo addresses issues of immediate consideration for Colorado's cities and towns. CML will continue to monitor and report on emerging issues and developments, such as workplace issues, rulemaking, and implementation. Please consult with your municipal attorney to address retail marijuana operations in your municipality.

### Marijuana retail sales and home grows

Unless specifically prohibited (see below), special retail stores will be allowed to sell marijuana in a system of licensed establishments regulated the by state and local governments.

Amendment 64 also allows for people to grow up to six marijuana plants in their home or other enclosed, locked space. However, it is not clear at this time how this constitutional protection will interact with local land use powers, particularly any ordinances pertaining to home grows.

### Amendment 64 does not change existing medical marijuana laws

Retail operations may be licensed as a medical marijuana center or retail marijuana establishment, not both. Medical marijuana centers choosing to convert to a retail marijuana operation will pay a reduced fee for the marijuana application, but otherwise, Amendment 64 has no impact on the existing medical marijuana regulatory scheme. Local governments may choose to prohibit or license retail marijuana or medical marijuana operations. How your municipality has addressed medical marijuana does not dictate how your municipality will or should address retail marijuana establishments.

### Timeline for local prohibition or regulation

Amendment 64 tasks the Colorado Department of Revenue with issuing regulations for retail marijuana stores by July 1, 2013. Municipalities should opt whether to adopt 1) a prohibition or 2) local restrictions on the time, place, manner and number of retail marijuana operations in their jurisdiction before July 1, 2013.

Local governments may prohibit by council action at any time, but the first opportunity to refer a retail marijuana prohibition question to the ballot is the general election on November 4, 2014. Some municipalities may choose to issue a prohibition, moratorium, or regulations until the voters have the opportunity to be heard at the next general election.

## Local licenses may be issued October 1, 2013

In the event that the Colorado Department of Revenue does not issue regulations by July 1, 2013, then cities and towns may choose to issue local licenses starting on October 1, 2013, but there is no requirement for local governments to issue retail marijuana licenses in the absence of a state licensing program.

## CML will keep you informed

The League will monitor the Colorado Department of Revenue progress and keep municipalities abreast of developments. This is critical because if the Department of Revenue doesn't issue licenses by July 1, 2013, then municipalities that opt to issue local license will have 90 days to enact a regulation, licensing, and enforcement program.

CML will also keep our members informed on employee-employer issues, as it relates to the use and possession of marijuana in the workplace.

Finally, CML will investigate and report on the complex federal issues that are likely to arise as Amendment 64 is implemented in Colorado. Marijuana continues to be illegal under federal law, and it is possible that a lawsuit challenging the legality of Amendment 64 is forthcoming. That would set up a dynamic discussion of the 10<sup>th</sup> Amendment and the extent of state sovereignty on this issue.

For additional information, please go to [www.cml.org](http://www.cml.org), call (303) 831-6411 / (866) 578-0936 toll free or contact:

- Rachel Allen, CML staff attorney - [rallen@cml.org](mailto:rallen@cml.org)
- Kevin Bommer, CML Deputy Director – [kbommer@cml.org](mailto:kbommer@cml.org)

# STATE OF COLORADO

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**DEPARTMENT OF REVENUE**

State Capitol Annex  
1375 Sherman Street, Room 409  
Denver, Colorado 80261  
Phone (303) 866-3091  
Fax (303) 866-2400



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John W. Hickenlooper  
Governor

Barbara J. Brohl  
Executive Director

November 7, 2012

Colorado voters have approved an amendment to the state constitution that makes the personal use, possession and limited home-growing of marijuana legal under Colorado law for adults 21 years of age and older and requires the state to establish a system in which marijuana is regulated and taxed similarly to alcohol.

The possession and use of marijuana remains a crime under federal law. Persons who use marijuana for recreational purposes will still be subject to criminal prosecution under federal law.

Because federal law generally preempts state law, Colorado's Department of Revenue will consult and work with the U.S. Department of Justice to understand the federal government's approach in light of potential conflicts with federal laws.

The Department of Revenue will take into consideration the federal government's intention to enforce federal marijuana prohibitions as the Department considers how to implement the regulatory and taxing system called for by the amendment.

## Implementation Timeline:

- November 6, 2012 – General Election
- January 2013 – Legislative Session – Drafting of enabling legislation begins
- July 1, 2013 – Department shall adopt necessary regulations
- October 1, 2013 – Department shall begin accepting and processing license applications
- January 1, 2014 – Department must begin issuing licenses (90-day requirement)
- July 1, 2014 – Deadline for legislature to enact legislation concerning industrial hemp

## Issues to Consider

### Legal:

- The amendment directs the General Assembly to create a regulatory structure for sale of marijuana, which remains an illegal substance under federal law.
- The amendment limits the ability of lawmakers and regulators to adjust deadlines and fees.
- The amendment creates conflicts with existing employment, housing and other law and policies that ban the use of illegal drugs.
- Federal banking laws prohibit accepting proceeds from activities that are illegal, so the marijuana industry likely would be comprised of cash-only businesses.
- The amendment creates a complex, and potentially confusing regulatory structure, e.g., if a local authority issues the license, state regulations do not apply.

### Financial:

- The amendment establishes an excise tax on marijuana and designates the first \$40 million collected to be used for constructing schools.
  - The tax must still be approved by a separate statewide vote.
- Application fees for a business to start selling marijuana may not exceed \$5,000 – far less than the application fee to start a medical marijuana business (range is \$7,500 to \$18,000 depending on the size of the operation), likely creating a funding gap from the outset.
- The proposed regulatory structure assumes that the Medical Marijuana Enforcement Division is fully staffed with 55 FTE. Current staffing is 15 FTE.
- Blue Book analysis assumes that Medical Marijuana Enforcement Division is fully funded at \$5.7 million per year = funding is closer to \$2.1 million annually.

## Amendment 64 Requirements

GOVERNOR – Amendment becomes effective upon official declaration of the vote via Governor's Proclamation

LEGISLATURE – Statutory changes to be considered include:

1. Amend current statutes regarding possession, sale, distribution or transfer of marijuana.

2. Driving laws. While no specific changes are required by the amendment because current language says “. . . one or more drugs, or a combination of alcohol and one or more drugs,” the General Assembly may want to review existing laws.
3. Revise possession of drug paraphernalia laws to exclude “marijuana accessories” for those 21 and older.
4. Revise possession of marijuana laws to exclude possession of less than one ounce for persons 21 years of age or older.
5. Revise marijuana cultivation laws.
6. Codify allowable acts relative to marijuana testing facilities, marijuana product manufacturing facilities, and retail facilities.
7. Codify marijuana consumption restrictions to be consistent with the amendment, e.g., it can't be open, public, or done in manner to endanger others.
8. Establish excise tax.
9. Enact legislation regarding industrial hemp cultivation, processing and sale by July 1, 2014.

DEPARTMENT OF REVENUE – Establish regulations by July 1, 2013 that include:

1. Procedures for issuing, renewing, suspending and revoking a license to operate a marijuana establishment.
2. A schedule of application, licensing and renewal fees.
3. Qualifications for a license that are related to operating a marijuana establishment.
4. Security requirements for marijuana establishments.
5. Requirements to prevent the sale of marijuana and marijuana products to persons under 21 years old.
6. Labeling requirements for marijuana and marijuana products.
7. Health and safety standards for the manufacture of marijuana products and the cultivation of marijuana.
8. Restrictions on advertising and display of marijuana and marijuana products.
9. Civil penalties for noncompliance with regulations.

## LOCAL GOVERNMENTS

1. Ordinances and regulations are required by October 1, 2013.
2. Enact ordinance or regulation to identify office within local government to process marijuana licenses if the Department of Revenue does not adopt regulations or fails to process and issue licenses.
3. Can adopt ordinances or regulations governing time, place, manner and number of marijuana operations as long as they do not conflict with the amendment.
4. Can adopt ordinances or regulations establishing procedures for issuing, suspending and revoking a license to operate a marijuana establishment.
5. Can adopt ordinances or regulations establishing a schedule of annual operating, licensing and application fees for marijuana establishments.



**American Shale Oil, LLC**

110 East 3<sup>rd</sup> Street, Suite 201

P.O. Box 1470

Rifle, CO 81650

Phone: 970-625-4324

Fax: 970-625-4318

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November 8, 2012

Mike Braaten  
Government Affairs Coordinator  
City of Rifle  
202 Railroad Avenue  
Rifle, Colorado 81650

Dear Mr. Braaten,

American Shale Oil, LLC, is pleased to be able to pledge \$10,000 to the renovation of New Ute Theatre, contingent upon a decision by the City of Rifle to see the project through. As a Rifle-based company that hopes to grow and prosper, we think it is important to support aspects of the community that make it an attractive place to live for our current and future employees. Currently, AMSO is a member of the New Ute Theatre Society, and we look forward to it fulfilling its potential. We wish you the best in enlisting additional support for this important project.

Sincerely,

Alan K. Burnham  
Chief Technology Officer



## MEMORANDUM

To: City Manager Hier, Mayor Miller and City Council  
From: Dana Ingram, Main Street Coordinator, RREDC  
Date: November 12, 2012  
Re: Main Street Committee Update

- **Vacant Land on W. 2<sup>nd</sup> and Railroad:** The City is working with the landowner to draw up a lease for temporary usage and clean-up of the property. This will be cleaned-up by the City and ideas for site uses will be presented to the landowner in early 2013. Use ideas include hunter's tent, Holly Days Christmas Tree display, antique/flea market, etc.
- **Timberline Sporting Goods Expansion:** working on concept façade design (DDA) and incentive package (RREDC/City) for Timberline.
- **Potential Restaurant Expansion:** working with owners on re-opening; this would include extended hours and more menu options. A concept expansion design will be proposed, which would also include an incorporation of property/pathway that would provide access to 3<sup>rd</sup> Street and Centennial Park (RREDC).
- **Musser Grant:** City submitted a grant on November 7th for \$25K for downtown Main Street design improvements.
- **Value Laddering:** The committee is facilitating a 30 minute strategy exercise with various groups including the DDA and Rifle Chamber in order to engage members and encourage involvement and new ideas for Main Street and community developments.
- **DOLA Visit:** Main Street Program year-end meeting/training is set for November 14<sup>th</sup>.
- **Strategic planning:** will begin in January 2013.

## Source-Water Monitoring

# Communities Guard Against Contamination From Oil and Gas Exploration Activities

Two Western Colorado communities are proactively tracking potential contamination from oil and gas exploration in their watersheds by continuously monitoring water sources. **BY HERB FANCHER AND KATHRYN CRAIG**

**C**OMMUNITIES ACROSS the United States are concerned with increased oil and gas exploration and its potential impact on drinking water supplies. The communities of Rifle and Parachute are located in Western Colorado along the

Colorado River in an oil- and gas-rich area known as the Piceance Basin.

Concern with possible water supply contamination isn't new for residents of these communities. Heavily traveled Interstate 70 and a busy rail line parallel the Colorado River within these two

communities, supporting significant freight traffic that may include hazardous materials. If hazardous materials were to enter the river through accidental release, the contamination risks are great.

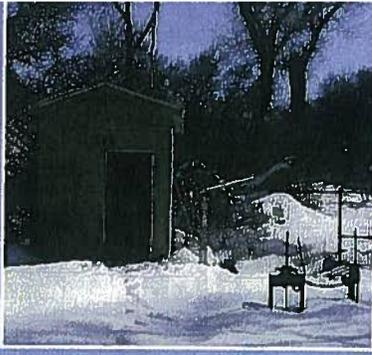
### RIFLE

Rifle, a town of about 9,200, relies on two water sources: the Colorado River and Beaver Creek. The Graham Mesa treatment plant processes water from the Colorado River, supplying about 90 percent of the community's water. The much smaller Beaver Creek facility treats water from Beaver Creek, supplying the remaining 10 percent of the town's needs. Rifle's citizens use about 600,000 gpd during the winter and nearly 4 mgd during peak summer demand, according to the plant's superintendent, Robert Burns.

The primary concern for possible contamination in the Beaver Creek watershed is from oil and gas exploration. There's an increased potential for accidental spills because of poor road conditions beyond the diversion structure. However, during the permitting process, the exploration companies agreed to fund acquisition and installation costs of a source-water monitoring panel for the head works house at the intake structure. If the instrument



Parachute's source water is pumped into a small storage tank before being treated by the treatment plant's membrane system.



is transmitted from an instrument array to Rifle water department facilities for easy, convenient site monitoring. Source-water monitoring panels can be configured to measure up to six parameters.

<http://dx.doi.org/10.5991/OPF.2012.38.0071>

Herb Fancher, regional sales manager, and Kathryn Cralg, director of water systems, are with Hach ([www.hach.com](http://www.hach.com)), Loveland, Colo.

from oil and gas exploration activities. At least four spills occurred along Parachute Creek northwest of Parachute in late 2007 and 2008. Although the town's water treatment plant is located above the confluence of Parachute Creek and the Colorado River, Parachute water officials, the town, and others potentially impacted by the spills weren't notified immediately.

A portion of the fines imposed on the responsible party was used to purchase monitoring equipment for Parachute's water treatment plant, instead of simply placing the funds in state coffers. A water monitoring panel installed at the water treatment plant continuously monitors the community's source water. Selected monitoring sensors—oil-in-water, pH, conductivity, and turbidity—are connected to a controller, which also provides outputs to the treatment plant's main control system. In addition, a refrigerated automatic sampler was installed.

If values from the oil-in-water probe exceed a selected set point, the controller transmits a signal to an automatic sampler to immediately begin sample collection, according to operator Dan LaRue.

During sampling, source water from the Colorado River is pumped into a small storage tank and treated by the plant's membrane system. If the instruments detect a problem, the raw water pump is stopped until the cause of the problem can be investigated. In the meantime, the treatment plant continues to operate from water in a storage tank. No events have been detected since the monitoring equipment was installed.

#### CONTINUOUS MONITORING

Both Colorado communities are now in control of their source water conditions. By installing continuous water quality monitoring equipment, the towns now have a robust picture of their current water conditions. If an event occurs, operators in Rifle and Parachute will be notified immediately and have the ability to quickly address whatever concerns may arise. ▲

detects contamination, an alarm is sent to the operations staff, and water is automatically diverted away from the intake until the situation can be investigated.

The source-water monitoring panel can be configured to monitor up to six measurement parameters, including pH, turbidity, solids, conductivity, oil-in-water, ultraviolet transmittance, nitrate, dissolved oxygen, oxidation-reduction potential (ORP), ammonia, and temperature. The sensors at the Beaver Creek facility monitor pH, turbidity, ORP, and conductivity.

The sensors and digital controller are integrated into a single instrument panel, which transmits signals via radio to the water utility offices, allowing treatment personnel to remotely monitor the instruments and the water quality. The ability to monitor remotely is essential, because it takes personnel nearly half an hour to physically reach the site. To date, no accidental spills have been reported or detected.

#### PARACHUTE

Parachute residents have good reason to be concerned about contamination