

- 7:15 p.m. 5. Farewell to Mike Braaten
- 7:20 p.m. 6. Public Hearing - Brenden Rifle 7 Theatres liquor license application (Lisa Cain)
- 7:25 p.m. 7. Public Hearing - Special Event Liquor Permit – New Ute Theatre Society, Inc./Symphony in the Valley (Lisa Cain)
- 7:35 p.m. 8. Public Hearing - Special Event Liquor Permit – Rifle Regional Economic Development Corporation Annual Meeting (Lisa Cain)
- 7:45 p.m. 9. Consider property lease of 139 Railroad, LLC (Matt Sturgeon)
- 8:00 p.m. 10. MRI Annual Report (Herman Aardsma)
- 8:15 p.m. 11. Consider amending Rifle Municipal Code changing requirements to Visitor Improvement Fund Advisory Board membership - Ordinance No. 24, Series of 2012 – 1st reading (John Hier)
- 8:30 p.m. 12. Consider Construction Management Contract and Owner's Representative for Rifle Regional Water Purification Facility (Dick Deussen)
- 8:45 p.m. 13. Consider Emergency Ordinance Amending Utility Rates in Appendix A to the Rifle Municipal Code - Ordinance No. 25, Series of 2012 (John Hier)
- 9:05 p.m. 14. Administrative Reports
- 9:15 p.m. 15. Comments from Mayor and Council

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

Next Regular Meeting of Council: January 2, 2013 at 7:00 p.m.



RIFLE CITY COUNCIL MEETING

Wednesday, December 5, 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, Keith Lambert, Jonathan Rice, Jen Sanborn, Randy Winkler, and Mayor Jay Miller.

Councilor Rice moved to excuse Councilor Alan Lambert from tonight's meeting; seconded by Councilor Winkler. Roll Call: Yes – Carter, K. Lambert, Rice, Sanborn, 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; Michael Churchill, Channel 10 Assistant Manager; Dick Deussen, Utilities Director; John Dyer, Police Chief; Peter Hayes, Building Inspector; Charles Kelty, Finance Director; Bobby O'Dell, Public Works Superintendent; Jack Bryck; Barb Clifton; Garrick Frontella; Gil Frontella; Trudy Giard; Mike McKibbin; Jim Miller; Troy Phillips; Helen Rogers; Elizabeth Stuver; and Bayard Yang.

CONSENT AGENDA - APPROVE THE FOLLOWING ITEMS:

- A. Minutes from the November 19, 2012 Regular Meeting
- B. Liquor License Renewals: Shale Country Liquors; Rifle Lodge No. 2195
- C. Extend Domestic Animal Shelter and Impoundment Services Agreement with Friends of Rifle Animal Shelter (FRAS) through Dec. 31, 2013
- D. Accounts Payable

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

CITIZEN COMMENTS AND LIVE CALL-IN

Troy Phillips reminded Council that at its November 19 meeting, he asked Council to reconsider the City's funding with reserves the refurbishment of the New Ute Theatre. At tonight's meeting, he clarified that his main concern was not that funding the theatre would keep the City from funding Deerfield Park improvements. His concerns were that the City would be spending beyond its means; that funding the theatre would reduce funds available for City employee salary raises; that there would be a lack of stability in funding for the theatre from outside sources; and that renovating an existing building might be more expensive than building an event center from scratch.

Councilors noted that funds for refurbishing the theatre would come from City capital funds, not from operational funds; that the New Ute Theatre Society had presented a budget that did not require the use of City funds for operations; and that even if the 2013 budget included funds for refurbishing the theatre, before refurbishment could take place, the Council would need to approve a contract or contracts for such work.

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

PUBLIC HEARING - BRENDEN RIFLE 7 THEATRES LIQUOR LICENSE APPLICATION

This application was not ready for Council action at tonight’s meeting. Staff recommended that Council reschedule the public hearing to its meeting on December 19, 2012.

Councilor Sanborn moved to reschedule the public hearing on the liquor license application of Brenden Rifle 7 Theatres to December 19, 2012; seconded by Councilor Rice. Roll Call: Yes – Carter, K. Lambert, Rice, Sanborn, Winkler, Miller.

CONSIDER ADOPTING 2013 BUDGET

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

City Manager John Hier and Finance Director Charles Kelty presented the following items connected to adopting the 2013 budget:

- Resolution No. 23, Series of 2012, adopts the 2013 Budget.
- Ordinance No. 22, Series of 2012, provides for the annual appropriation.
- Resolution No. 24, Series of 2012, certifies the mill levy.

Councilor K. Lambert moved to approve Resolution No. 23, Series of 2012; approve Ordinance No. 22, Series of 2012, as presented and order it to be published in full as required by Charter; and approve Resolution No. 24, Series of 2012; seconded by Councilor Winkler. Roll Call: Yes – K. Lambert, Rice, Sanborn, Winkler, Miller

CONSIDER APPROVING 2012 SUPPLEMENTAL BUDGET

Mr. Hier and Mr. Kelty presented the following items connected to approving a supplemental 2012 budget:

- Resolution No. 25, Series of 2012, amends the 2012 Budget.
- Ordinance No. 23, Series of 2012, approves a supplemental appropriation.

These items would amend the following funds: General Fund, Economic Development Fund, Capital Fund, Information Center Fund, Energy Efficiency Fund, Fleet Fund, and Information Technology Fund.

Councilor Rice moved to approve Resolution No. 25, Series of 2012; and approve Ordinance No. 23, Series of 2012, as presented and order it to be published in full as required by Charter; seconded by Councilor K. Lambert. Roll Call: Yes – Carter, K. Lambert, Rice, Sanborn, Winkler, Miller

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 – SECOND READING

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

Assistant City Manager/Director of Planning Matt Sturgeon reported that proposed Ordinance No. 21, Series of 2012, would amend Section 18-3-30 of the Rifle Municipal Code by striking the requirement that new construction of 1- and 2-family homes include fire sprinkler systems beginning Jan. 1, 2013.

The ordinance requires that a 2-family unit (duplex) shall separate each unit with a 2-hour rated firewall.

The ordinance also require that 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. Councilor Carter recommended amending the ordinance to require protection of wood-framed floor systems, not merely I-joists.

Councilor Winkler moved to approve Ordinance No. 21, Series of 2012, on second reading as amended and to order it to be published in full as required by Charter; seconded by Councilor Carter. Roll Call: Yes - Carter, K. Lambert, Rice, Sanborn, Winkler, Miller

CONSIDER MODIFICATIONS TO CONTRACT WITH CONSULTING ENGINEER FOR WATER PLANT
Utilities Director Dick Deussen reminded Council that the 2009 contract with Malcolm Pirnie awarded design and construction management for the Rifle Regional Water Purification Facility. The cost for construction management was to be based upon standard rates, but the not-to-exceed price was not determined. During a workshop on December 19, Council will discuss with Malcolm Pirnie representatives the scope of those design and construction management services that will be required during the 2-year construction period of the facility.

Bayard Yang, Project Manager, and Jack Bryck, Principal in Charge, Malcolm Pirnie, requested additional engineering design funds in the amount of \$229,500 because of an increase in the design scope of work and delays beyond its control.

Councilor K. Lambert moved to authorize an increase in engineering design funds payable to Malcolm Pirnie in the amount of \$229,500; seconded by Councilor Rice. Roll Call: Yes - Carter, K. Lambert, Rice, Sanborn, Winkler, Miller

Council's consensus was that the City should hire a Resident Engineer as a City employee to oversee the observation of construction of the Rifle Regional Water Purification Facility.

ADMINISTRATIVE REPORTS

Mr. Hier reported to Council on the following issues: City budget; water rates; year-end financial review; request for proposals for design of North I-70 Roundabout.

City Clerk Lisa Cain informed Council about upcoming training opportunities, and the 2013 strategic planning retreat.

COMMENTS FROM MAYOR AND COUNCIL

Mayor Miller congratulated the Rifle Bears football team on a great season.

Councilor Winkler congratulated Councilor K. Lambert on becoming a grandfather, and he announced that he will soon be a grandfather, too.

Councilor Sanborn reminded citizens that the purpose of Rifle Bucks is support of local businesses.

Councilor Rice felt that funding refurbishment of the Ute Theatre was not a question of taking funds away from another project. He also expressed gratitude for the tremendous support of the football team by the community.

Meeting adjourned at 8:22 p.m.

Lisa H. Cain
City Clerk

Jay D. Miller
Mayor



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

From: Lisa Cain, City Clerk

Date: Friday, December 14, 2012

Subject: Liquor License Renewal

THIS BUSINESS HAS FILED ITS LIQUOR LICENSE RENEWAL APPLICATION:

<u>Business Name/Address</u>	<u>Type of License</u>
Nacho's Mexican Dining LLC 2000 Railroad Avenue	Hotel and Restaurant

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 this renewal application.

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**

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

NACHO'S MEXICAN DINING LLC
 2000 RAILROAD AVE
 RIFLE CO 81650-3208

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

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name NACHO'S MEXICAN DINING LLC		DBA NACHO'S MEXICAN DINING LLC		
Liquor License # 42914350000	License Type Hotel & Restaurant (city)	Sales Tax License # 42914350000	Expiration Date 3/17/2013	Due Date 1/31/2013
Street Address 2000 RAILROAD AVE RIFLE CO 81650-3208				Phone Number (970) 618 3879
Mailing Address 2000 RAILROAD AVE RIFLE CO 81650-3208				
Operating Manager <i>Ignacio Mendoza</i>	Date of Birth	Home Address	Phone Number	

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

AFFIRMATION & CONSENT

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

Type or Print Name of Applicant/Authorized Agent of Business <i>Ignacio Mendoza</i>	Title <i>owner President</i>
Signature <i>Ignacio Mendoza</i>	Date <i>12-05-12</i>

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

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

Local Licensing Authority For	Date
Signature	Title
	Attest

Memo



To: Honorable Mayor, City Council

From : Tom Whitmore, Parks and Facilities Director

Date:12/12/2012

Re: Landscape Maintenance/Snow Removal Contracts for
Civic Plaza and Brenden Theater

We solicited proposals for Landscape Maintenance and Snow Removal earlier this year in preparation for the 2013 budget. This contract work was budgeted in the Grounds and Facilities Department budget in the Contract Maintenance Services line item.

We received proposals from four contractors:

(Brenden Theater and Civic Plaza costs are combined)

All Around Sweeping	Snow	\$11,430.00
Rifle	Landscape	\$11,925.00
	Total	\$23,355.00

Johnson Construction (proposed snow only)	Snow	
Rifle	Total	\$14,940.00

Gopher Irrigation and Landscaping, LLC	Snow	\$ 8,370.00
Glenwood Springs	Landscape	\$19,480.00
	Total	\$27,850.00

Green Side Up Landscaping and Valley Plowing Services & All Seasons Property Maintenance Basalt	(Landscape only)	
	Landscape	
	Total	\$50,266.00

There is variability in the way each company charges. One company may have had a lower initial snow removal bid, but above the contracted number of events, their cost may be significantly higher, or, they charge one amount for a 1-3" snow and another amount for snow fall over 4" etc.





Staff sees value in hiring a single contractor for both landscape maintenance and snow removal. Snow removal contractors are much more aware of how snow plowing operations will affect maintenance of the adjacent landscape if they are responsible for the landscape during the following growing season.

The snow removal contract will include a base amount for up to 6 snow events. The landscape contract itemizes each operation for the season. Monthly payments will be made to the contractors. A contingency amount was approved by council in the 2013 budget to allow for expenditures outside of the contract such as additional snow events and/or replacement of trees and shrubs or unforeseen damages.

These are reputable contractors with extensive experience related to the items they've proposed.

Staff recommends approval of All Around Sweeping for 2013 Landscape Maintenance and Snow Removal and requests authorization to enter into a contract for services for 2013.

Thank you,

Tom



Memo



To: Honorable Mayor, City Council

From : Tom Whitmore, Parks and Facilities Director

Date: 12/12/2012

Re: Mechanical Maintenance Contract

Over the years we have sought uniform and regular maintenance and inspections of the mechanical components of our facilities. We are gradually moving into this aspect of maintenance by contracting mechanical maintenance services for three of our city facilities.

We have received proposals for mechanical maintenance for City Hall, Rifle Justice Center, and the Park Maintenance Facility.

Four companies submitted proposals. I have totaled the separate building costs into one number:

A-1 Heating Rifle	\$9,975.00
Climate Control Company Glenwood Springs	\$9,408.00
Honeywell Building Solutions Englewood	\$21,014.00
Mountain Air Mechanical Rifle	\$7,230.00

Each of these companies has provided satisfactory service for the City of Rifle in varying capacities. We are seeking to have basic mechanical maintenance carried out at regular intervals and to be a priority customer for service calls when needed. We desire to do business with a company that is nearby and can respond in a reasonable time frame.

Staff recommends approval of Mountain Air Mechanical for mechanical maintenance for 2013.

Thank you,

Tom



MEMORANDUM

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

Total Sales, Use, and Lodging Tax revenues, for the ten months' ending October 31, 2012, is \$5,868,901, a 0.2% decrease from the previous year's \$5,883,967.

Sales tax revenues are \$5,280,308 a 0.4% increase from the previous year's \$5,255,075. Building and Motor Vehicle Use Tax revenues are \$492,634, a 5% decrease from the previous year's \$516,191. Lodging Taxes revenues are \$95,960 a 15% decrease from the previous year's \$112,701.

**Sales Tax Report
 Prior Year Comparison**

Business Category	For Sales in October			Year-to-Date		
	2011	2012	% Change	2011	2012	% Change
Bars and Restaurants	\$ 56,788	\$ 54,132	-5%	\$ 527,937	\$ 549,833	4%
Car Parts and Sales	42,135	41,102	-2%	383,388	389,327	2%
Food	70,309	68,449	-3%	715,073	709,974	-1%
General Retail	219,082	192,626	-12%	2,056,188	2,020,361	-2%
Hardware	27,201	25,543	-6%	293,456	322,247	10%
Liquor Stores	16,640	14,032	-16%	156,112	149,153	-4%
Motels	17,100	13,571	-21%	159,957	141,653	-11%
Oil & Gas	39,424	25,774	-35%	417,656	437,956	5%
Leasing/Misc	5,332	6,258	17%	95,052	120,918	27%
Utilities	40,965	46,456	13%	450,255	438,887	-3%
Total	\$ 534,976	\$ 487,944	-9%	\$ 5,255,075	\$ 5,280,308	0%



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

Business Category	For Sales in October			Year-to-Date		
	2011	2012	% Change	2011	2012	% Change
Building Use Taxes	\$5,775	\$9,494	64%	\$185,687	\$77,149	-58%
Motor Vehicle Use Taxes	33,177	44,580	34%	330,504	415,485	26%
Total Use Tax	\$ 38,952	\$ 54,074	39%	\$ 516,191	\$ 492,634	-5%

**Lodging Taxes
Prior Year Comparison**

Business Category	For Sales in October			Year-to-Date		
	2011	2012	% Change	2011	2012	% Change
Lodging Taxes	\$12,089	\$9,666	-20%	\$112,701	\$95,960	-15%
Total Lodging Tax	\$ 12,089	\$ 9,666	-20%	\$ 112,701	\$ 95,960	-15%

Total Sales, Use, Lodging Taxes	\$ 586,017	\$ 551,684	-6%	\$ 5,883,967	\$ 5,868,901	0%
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MEMORANDUM

To: John Hier, City Manager
From: Charles Kelty, Finance Director
Date: December 12, 2012
Subject: October 2012 Financial Reports

Attached are the Financial Reports for the ten months' ending October 31, 2012; below are a few comments:

Page 1 **General Fund Revenues** – Total revenues are \$7,466,479, which compared to the prior year's \$7,450,216 is \$16,263 and 0.2% higher. Sales Tax revenues year-to-date are approximately 0.4% higher than previous year.

General Fund Expenditures – Total expenditures are \$6,955,080, which compared to the prior year's \$6,979,793 is \$24,713 and 0.3% less. Two grants (HUD and DOT) have incurred expenses, which are included in the Planning Department.

Page 2 **Visitor Improvement Fund** – Total revenues are \$97,301, which compared to the prior year's \$116,835 is \$19,534 and 17% lower. Total expenses are \$183,570, which compared to the prior year's \$105,978 is \$77,592 and 73% higher.

Page 3 **Parks & Recreation Fund Revenues** – Total revenues are \$2,060,325, which compared to the prior year's \$2,110,720 is \$50,395 and 2% less.

Parks & Recreation Fund Expenditures – Expenditures are \$2,069,590, which compared to the prior year's \$2,038,165 is \$31,425 and 2% higher.

Page 4 **Water Fund Revenues** – Overall, revenues are \$27,604,915, which compared to the prior year's \$2,786,752 is \$24,818,163 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 1st to help fund the debt service of the loan. Operating revenues were 24% higher than the prior year. Water rights revenues were 46% less than prior year. Capital revenues were \$24,367,330 more than the prior year.

Water Fund Expenses – Overall, total expenses are \$2,872,435, which compared to the prior year of \$2,997,720 is \$125,285 and 4% lower. Operating and Maintenance expenses are 8% higher than last year. Water rights expenses are 48% higher than last year. Water System Improvements (Capital) expenses is 34% less than last year.



Page 5 **Wastewater Fund Revenue** – Total revenues are \$2,350,392, which compared to the prior year's \$2,187,815 is \$162,577 and 7% higher. Operating Revenues are 16% higher and Capital Revenues are 34% less.

Wastewater Expenses – Total expenses were \$2,517,247, which compared to the prior year's \$2,674,043 is \$156,796 and 6% less.

Page 6 **Sanitation Fund Revenues** – Total revenues are \$402,674, which compared to the prior year's \$472,408 is \$69,734 and 15% less.

Sanitation Fund Expenses – Total expenses are \$412,224, which compared to the prior year's \$448,940 is \$36,716 and 8% less.



CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2012

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
GENERAL REVENUES	7,445,079.00	465,373.06	7,466,478.86	(21,399.86)	7,450,216.12
	7,445,079.00	465,373.06	7,466,478.86	(21,399.86)	7,450,216.12
<u>EXPENDITURES</u>					
MAYOR/COUNCIL	82,250.00	2,858.25	57,101.33	25,148.67	48,607.14
CITY CLERK	163,237.00	11,030.33	137,041.50	26,195.50	129,780.77
MUNICIPAL COURT	182,794.00	14,797.24	142,298.78	40,495.22	140,075.25
CITY MANAGER	172,633.00	13,756.64	150,447.44	22,185.56	141,612.78
GOVERNMENT AFFAIRS	155,964.00	10,395.15	115,836.37	40,127.63	113,599.75
FINANCE	466,224.00	31,682.00	388,338.36	77,885.64	346,538.44
ATTORNEY	224,500.00	22,617.97	203,314.52	21,185.48	202,996.22
PLANNING/ZONNING	678,071.00	55,107.66	660,541.79	17,529.21	339,382.67
CITY HALL	148,417.00	20,742.53	139,618.49	8,798.51	116,162.28
GROUNDS AND FACILITY MAINT.	69,536.00	3,262.19	37,938.64	31,597.36	25,738.88
COMMUNITY ACCESS TV	119,360.00	8,979.52	96,171.86	23,188.14	95,881.14
POLICE	2,321,446.00	184,380.40	1,906,550.98	414,895.02	1,870,277.27
JUSTICE CENTER BLDG. OPERATION	389,448.00	11,599.33	218,990.31	170,457.69	220,142.27
BUILDING INSPECTIONS	150,125.00	10,321.75	118,259.83	31,865.17	124,067.02
STREETS	1,123,978.00	62,184.56	1,036,402.86	87,575.14	696,070.73
CONSTRUCTION CREW - INHOUSE	211,601.00	10,376.52	177,242.28	34,358.72	146,080.51
PUBLIC WORKS	202,414.00	17,559.53	193,214.64	9,199.36	183,617.46
ANIMAL SHELTER	91,303.00	172.20	87,277.75	4,025.25	76,957.22
CEMETERY O & H	69,181.00	4,389.49	50,479.29	18,701.71	52,666.53
SENIOR CENTER	460,496.00	26,704.10	411,333.42	49,162.58	358,189.23
NON DEPARTMENTAL	530,219.00	10,237.21	336,679.65	193,539.35	396,349.41
OPERATING TRANSFERS OUT	290,000.00	.00	290,000.00	.00	1,155,000.00
	8,303,197.00	533,154.57	6,955,080.09	1,348,116.91	6,979,792.97
	(858,118.00)	(67,781.51)	511,398.77	(1,369,516.77)	470,423.15

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2012

VISITOR IMPROVEMENT FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
VISITOR IMPROVEMENT	135,876.00	14,143.43	97,301.14	38,574.86	116,834.51
	135,876.00	14,143.43	97,301.14	38,574.86	116,834.51
<u>EXPENDITURES</u>					
VISITOR IMPROVEMENT	249,392.00	103,543.87	183,570.09	65,821.91	105,977.58
	249,392.00	103,543.87	183,570.09	65,821.91	105,977.58
	(113,516.00)	(89,400.44)	(86,268.95)	(27,247.05)	10,856.93

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2012

PARKS & RECREATION

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
PARKS AND REC REVENUE	2,956,799.00	185,545.29	2,060,325.45	896,473.55	2,110,720.34
	2,956,799.00	185,545.29	2,060,325.45	896,473.55	2,110,720.34
<u>EXPENDITURES</u>					
RECREATION	481,988.00	31,458.86	415,516.29	66,471.71	508,607.01
POOL	206,711.00	551.20	199,784.23	6,926.77	194,831.18
RIFLE FITNESS CENTER	384,157.00	24,334.97	247,061.10	137,095.90	116,748.20
COMMUNITY EVENTS	97,602.00	7,268.51	76,706.43	20,895.57	.00
PARK MAINTENANCE	1,037,424.00	79,405.04	844,726.76	192,697.24	760,125.00
PARKS CAPITAL	344,827.00	.00	162,098.92	182,728.08	320,645.69
NON-DEPARTMENTAL	93,810.00	2,863.19	62,932.51	30,877.49	81,443.31
OPERATING TRANSFER OUT	71,917.00	5,576.42	60,764.20	11,152.80	55,764.20
	2,718,436.00	151,458.19	2,069,590.44	648,845.56	2,038,164.59
	238,363.00	34,087.10	(9,264.99)	247,627.99	72,555.75

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2012

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WATER REVENUE	2,387,389.00	276,407.92	2,488,435.89	(101,046.89)	2,012,765.59
WATER RIGHTS REVENUE	64,500.00	(1,866.83)	29,241.98	35,258.02	54,080.08
CAPITAL REVENUE	7,962,000.00	9,097.45	25,087,237.28	(17,125,237.28)	719,906.82
	<u>10,413,889.00</u>	<u>283,638.54</u>	<u>27,604,915.15</u>	<u>(17,191,026.15)</u>	<u>2,786,752.49</u>
<u>EXPENDITURES</u>					
WATER O&H	1,881,772.00	150,324.28	2,111,849.79	(230,077.79)	1,946,471.81
WATER RIGHTS	134,000.00	3,925.00	126,314.86	7,685.14	85,205.99
WATER SYSTEM IMPROVEMENTS	4,865,593.00	.00	634,269.85	4,231,323.15	966,042.66
	<u>6,881,365.00</u>	<u>154,249.28</u>	<u>2,872,434.50</u>	<u>4,008,930.50</u>	<u>2,997,720.46</u>
	<u>3,532,524.00</u>	<u>129,389.26</u>	<u>24,732,480.65</u>	<u>(21,199,956.65)</u>	<u>(210,967.97)</u>

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2012

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WASTE WATER REVENUE	2,568,910.00	200,065.43	2,095,245.76	473,664.24	1,799,486.13
WASTE WATER REVENUE	327,000.00	6,997.02	255,146.67	71,853.33	388,328.81
	<u>2,895,910.00</u>	<u>207,062.45</u>	<u>2,350,392.43</u>	<u>545,517.57</u>	<u>2,187,814.94</u>
<u>EXPENDITURES</u>					
SEWER O&H	2,797,073.00	92,806.76	2,406,627.51	390,445.49	2,356,780.99
SEWER SYSTEM IMPROVEMENTS	75,000.00	18,619.93	110,619.23	(35,619.23)	317,262.19
	<u>2,872,073.00</u>	<u>111,426.69</u>	<u>2,517,246.74</u>	<u>354,826.26</u>	<u>2,674,043.18</u>
	<u>23,837.00</u>	<u>95,635.76</u>	<u>(166,854.31)</u>	<u>190,691.31</u>	<u>(486,228.24)</u>

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2012

SANITATION FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
SANITATION FUND	494,097.00	40,072.83	402,673.68	91,423.32	472,408.17
	494,097.00	40,072.83	402,673.68	91,423.32	472,408.17
<u>EXPENDITURES</u>					
SANITATION	504,026.00	39,080.59	412,224.23	91,801.77	448,940.47
	504,026.00	39,080.59	412,224.23	91,801.77	448,940.47
	(9,929.00)	992.24	(9,550.55)	(378.45)	23,467.70

Report Criteria:

Summary report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1003						
Action Shop Services, Inc						
	RI36135	TRIMMER	12/05/2012	64.80	.00	
Total 1003:				64.80	.00	
1004						
Verizon Wireless						
	1138472693	STREETS	11/18/2012	5,270.74	5,270.74	12/07/2012
Total 1004:				5,270.74	5,270.74	
1005						
Alpine Bank, Rifle						
	120712	christmas gift to employees	12/07/2012	6,825.00	6,825.00	12/07/2012
Total 1005:				6,825.00	6,825.00	
1018						
Valley Lumber						
	74945	MACH SCREW	11/26/2012	.26	.00	
	74975	MULTI PURPOSE sealant	11/27/2012	29.24	.00	
	75022	MULTI PURPOSES SEALANT	11/28/2012	6.98	.00	
	75123	FLEXOGEN HOSE	11/30/2012	149.97	.00	
	75184	CONCRETE MIX	12/03/2012	20.76	.00	
	75464	GRADE REBAR	12/11/2012	7.49	.00	
	75511	LEVEL TORPEDO WORKMASTE	12/12/2012	60.27	.00	
Total 1018:				274.97	.00	
1022						
Central Distributing Co						
	929151	Supplies	11/28/2012	202.39	.00	
	929156	Supplies	11/28/2012	401.68	.00	
	929159	Supplies	11/28/2012	180.48	.00	
	929794	Supplies	12/05/2012	40.40	.00	
	929798	Supplies	12/05/2012	116.86	.00	
	929972	Supplies	12/05/2012	55.15	.00	
Total 1022:				996.96	.00	
1023						
Chelewski Pipe & Supply						
	110112	PIPE & FITTINGS	11/01/2012	57.14	.00	
Total 1023:				57.14	.00	
1026						
Cirsa						
	121668	DDA BANNER POLE DEDUCTA	11/15/2012	1,000.00	1,000.00	12/07/2012
Total 1026:				1,000.00	1,000.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1048						
Colo Municipal League						
	120712	MEMBERSHIPS DUES	12/07/2012	4,553.00	4,553.00	12/07/2012
Total 1048:				4,553.00	4,553.00	
1055						
Columbine Ford, Inc						
	114987	PARTS	11/27/2012	255.95	.00	
Total 1055:				255.95	.00	
1059						
Consolidated Electrical Distr						
	4983-534110	MULTI-TAP	11/26/2012	37.36	.00	
Total 1059:				37.36	.00	
1065						
Dodson Engineered Products Inc						
	163395	CONTECH	11/05/2012	7,925.00	.00	
	163679	SOLID ADAPTER	11/21/2012	60.41	.00	
Total 1065:				7,985.41	.00	
1070						
Federal Express Corp						
	208969829	SHIPPING	11/22/2012	37.76	37.76	12/07/2012
Total 1070:				37.76	37.76	
1076						
Garfield County Treasurer						
	113012	Landfill	11/30/2012	521.36	.00	
Total 1076:				521.36	.00	
1093						
Honeywell Inc.						
	3608197	MECHANICAL MAINT	11/28/2012	1,553.50	.00	
Total 1093:				1,553.50	.00	
1094						
Hy-way Feed & Ranch Supply						
	543388	SHOVEL	12/06/2012	101.98	.00	
Total 1094:				101.98	.00	
1097						
Johnson Construction Inc						
	120712	EIC Phase II expansion, roads, uti	12/07/2012	167,565.02	.00	
	209182	PROJECT-WTP REMOVE DUMP	11/29/2012	656.00	.00	
Total 1097:				168,221.02	.00	
1100						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Karp, Neu, Hanlon P.c.						
	12452	GENERAL NON PLANNING	11/30/2012	8,580.10	.00	
	12453	wATER RIGHTS	11/30/2012	4,104.50	.00	
	12454	GENERAL PLANNING	11/30/2012	211.00	.00	
	12455	UMPTRA	11/30/2012	551.00	.00	
	12458	PIONEER	11/30/2012	86.00	.00	
	12459	ANTERO	11/30/2012	43.00	.00	
	12461	PARKS REC	11/30/2012	266.00	.00	
	12462	wATER RIGHTS	11/30/2012	43.00	.00	
	12464	RUNWAY EXPANSION	11/30/2012	285.00	.00	
	12465	BILL BARRETT CORD WATERS	11/30/2012	43.00	.00	
	12466	FRONTIER PAVING	11/30/2012	731.00	.00	
	12467	S. 10TH ST PROJECT	11/30/2012	1,080.00	.00	
	12480	MARIJUANA CULTIVATION CUP	11/30/2012	107.50	.00	
Total 1100:				16,131.10	.00	
1105						
Meadow Gold Dairies						
	50211989	DAIRY PRODUCTS/SENIOR CT	11/27/2012	87.68	.00	
Total 1105:				87.68	.00	
1110						
Napa Auto Parts						
	250017	SUPPORT	09/21/2012	80.77	80.77	11/30/2012
	250456	SUPPORT	09/24/2012	60.78-	60.78-	11/30/2012
	250528	WRENCH	09/25/2012	105.83	105.83	11/30/2012
	252086	LITERBAGS	10/04/2012	28.86	28.86	11/30/2012
	259248	BRK KIT	11/20/2012	47.89	.00	
	259308	SPARKPLUG	11/20/2012	18.13	.00	
	259309	OIL	11/20/2012	43.20	.00	
	259903	FUEL TRT	11/26/2012	12.77	.00	
	260032	GENERATOR BEARINGS	11/27/2012	64.74	.00	
	260053	BULB	11/27/2012	41.64	.00	
	260057	ADAPTER	11/27/2012	4.99	.00	
	260157	SPARK PLUG	11/27/2012	21.79	.00	
	260256	OIL	11/28/2012	100.14	.00	
	260306	RAD HOSE	11/28/2012	153.90	.00	
	260384	PUMP	11/29/2012	51.99	.00	
	261589	TAPE	12/07/2012	18.52	.00	
	262011	SWITCH	12/11/2012	15.44	.00	
Total 1110:				749.82	154.68	
1118						
Parts House						
	5613-23024	BOSCH WIPERS	11/20/2012	41.98	.00	
	5613-23170	REMAN STARTER	11/28/2012	187.99	.00	
	5613-23206	REMAN STARTER	11/29/2012	38.00-	.00	
	5613-23211	MOTOR OIL	11/29/2012	47.40	.00	
	5613-23212	ANTIFREEZE	11/29/2012	182.70	.00	
	5613-23268	FILTER	12/03/2012	22.44	.00	
	5613-23290	BLOWER MOTOR	12/04/2012	63.10	.00	
	5613-23327	OIL FILTER	12/06/2012	37.17	.00	
Total 1118:				544.78	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1120						
Xcel Energy Inc						
	0227099592	2515 W CENTENNIAL PKWY BL	11/29/2012	67.36	67.36	12/07/2012
	0227100190	2515 W CENTENNIAL PKWY BL	11/29/2012	53.52	53.52	12/07/2012
	0448065247	1221 E CENTENIIAL PKWY	11/20/2012	9.63	9.63	11/30/2012
	044896543	250 E 16TH ST	11/28/2012	29.00	29.00	12/07/2012
	347874905	CITY STREET LIGHTS	11/19/2012	22,982.13	22,982.13	11/30/2012
Total 1120:				23,141.64	23,141.64	
1125						
Rifle Chamber Of Commerce						
	4298	MEMBERSHIP DUES	12/03/2012	400.00	400.00	12/07/2012
	4331	MEMBERSHIP DUES	12/03/2012	75.00	75.00	12/07/2012
Total 1125:				475.00	475.00	
1132						
Rifle Lock & Safe						
	32118	KEY TAGS	11/28/2012	12.89	.00	
Total 1132:				12.89	.00	
1138						
Schmueser/Gordon/Meyer, Inc						
	99055A-176	RIFLE MTN PARK BRIDGE REP	10/19/2012	2,770.00	2,770.00	11/30/2012
	99055A-177	PHASE 001	11/27/2012	65.00	.00	
	99055A-177.	RMP bridge replacement engineer	11/27/2012	2,635.00	.00	
Total 1138:				5,470.00	2,770.00	
1143						
Swallow Oil Company						
	111512	CAR WASH	11/15/2012	3,595.84	.00	
	113012	DIESEL /FLEET	11/30/2012	3,370.01	.00	
Total 1143:				6,965.85	.00	
1188						
Jean's Printing						
	122952	printing	11/01/2012	105.21	.00	
Total 1188:				105.21	.00	
1191						
Lewan & Associates, Inc						
	213838	B&W METER	11/21/2012	482.19	.00	
	220510	B&W METER	12/03/2012	5.66	.00	
Total 1191:				487.85	.00	
1233						
Grand River Hospital District						
	110512	DRUG SCREEN KIT	11/05/2012	441.00	441.00	12/07/2012
	120712.	DOT PHYSICAL	12/07/2012	85.00	85.00	12/07/2012
Total 1233:				526.00	526.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1258						
Hach Company						
	8037818	NITRITE	11/19/2012	61.90	.00	
	8042315	REPAIR	11/21/2012	1,019.00	.00	
Total 1258:				1,080.90	.00	
1347						
Timberline Sporting Goods						
	120712	Rifle Bucks - Shopping Incentive	12/07/2012	1,040.00	1,040.00	12/07/2012
Total 1347:				1,040.00	1,040.00	
1381						
Zee Medical, Inc						
	0011042258	FIRST AID SUPPLIES	11/30/2012	120.47	.00	
Total 1381:				120.47	.00	
1407						
Usa Blue Book						
	826662	SWITCH MODEL	11/29/2012	51.18	.00	
Total 1407:				51.18	.00	
1560						
Applied Concepts,inc						
	228081	STALKER MOVING FASTEST DI	11/20/2012	95.00	.00	
	228082	STALKER MOVING FASTEST DI	11/20/2012	132.00	.00	
	228083	STALKER MOVING FASTEST DI	11/20/2012	95.00	.00	
	228085	STALKER MOVING FASTEST DI	11/20/2012	95.00	.00	
Total 1560:				417.00	.00	
1572						
Consolidated Plastics Co. Inc.						
	7322714	SHOE SCRAPER MAT	12/05/2012	148.33	.00	
Total 1572:				148.33	.00	
1653						
Millers Dry Goods						
	120712	Rifle Bucks - Shopping Incentive	12/07/2012	560.00	560.00	12/07/2012
Total 1653:				560.00	560.00	
1682						
Safety Kleen						
	57480063	VAC SVC LIQUID REMOVAL	12/01/2012	501.11	.00	
Total 1682:				501.11	.00	
1692						
A-1 Traffic Control						
	29536	SIGN RENTAL	11/28/2012	1,040.00	.00	
	29550	SIGN RENTAL	11/30/2012	230.00	.00	
	29553	SIGN RENTAL	11/30/2012	112.00	.00	
	29565	SIGN RENTAL	12/03/2012	130.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	29584	SIGN RENTAL	12/10/2012	63.00	.00	
Total 1692:				1,575.00	.00	
1734						
United Companies/Oldcastle SW Group Inc						
	869451	RAP CREDIT	11/01/2012	75.40-	.00	
	874288	RAP CREDIT	11/01/2012	60.10-	.00	
	882882	RAP CREDIT	11/01/2012	62.12-	.00	
	900421	ROAD BASE	12/04/2012	881.50	.00	
Total 1734:				683.88	.00	
1768						
Faris Machinery Company						
	PS0001078-1	O-RING GASKET	11/16/2012	313.74	.00	
	PS0001327-1	DRUM-CLUTCH	11/19/2012	331.85	.00	
	PS0001355-01	5 SEG EAGLE	11/19/2012	2,234.00	.00	
	PS0001472-1	DRUM-CLUTCH	11/27/2012	156.43	.00	
Total 1768:				3,036.02	.00	
1830						
Grand Valley Foods						
	124385	FOOD PRODUCT/SR CENTER	11/30/2012	1,315.05	.00	
	124443	FOOD PRODUCT/SR CENTER	12/04/2012	190.65	.00	
	124488	FOOD PRODUCT/SR CENTER	12/07/2012	1,360.72	.00	
Total 1830:				2,866.42	.00	
2122						
Utility Notification Center Co						
	21211613	RTL TRANSMISSIONS	11/30/2012	148.12	.00	
Total 2122:				148.12	.00	
2181						
Nalco Chemical Company						
	97066855	POLYMERS, COAGULANTS, FIL	12/04/2012	1,390.84	.00	
Total 2181:				1,390.84	.00	
2192						
Sports Turf Managers Assc						
	111612	MemberSHIPS DUES	11/16/2012	170.00	170.00	12/07/2012
Total 2192:				170.00	170.00	
2208						
Amerigas						
	3012713095	PROPANE/CE	11/28/2012	117.26	.00	
Total 2208:				117.26	.00	
2235						
Acme Alarm Company Inc						
	7522MON	1STQTR MONITORING 2013	12/01/2012	90.00	.00	
	7544MON	1STQTR MONITORING 2013	12/01/2012	180.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	7642MON	1STQTR MONITORING 2013	12/01/2012	180.00	.00	
	7645MON	1STQTR MONITORING 2013	12/01/2012	105.00	.00	
	7646MON	1STQTR MONITORING 2013	12/01/2012	90.00	.00	
Total 2235:				645.00	.00	
2272						
Fisher Scientific						
	0390552	FAN MOTOR	12/11/2012	227.27	.00	
	4816587	FAN MOTOR	11/14/2012	227.27-	.00	
Total 2272:				.00	.00	
2470						
Friends Of Rifle Animal Shltr						
	112112	VETERINARY HOSPITAL BILL	11/21/2012	1,669.25-	.00	
	112112.	VETERINARY HOSPITAL BILL	11/21/2012	99.75	99.75	11/30/2012
Total 2470:				1,569.50-	99.75	
2491						
Western Colorado Truck Center						
	115360A	AIRFILTER	11/12/2012	90.50	.00	
	115564A	SWITCH	11/29/2012	138.75	.00	
	15328A	OIL FILTER	11/13/2012	93.80	.00	
Total 2491:				323.05	.00	
2540						
Walker Electric						
	4334	BANNER POLES FIX	12/03/2012	206.66	.00	
Total 2540:				206.66	.00	
2573						
Mountain West Office Products						
	283981	supplies	11/29/2012	235.54	.00	
	284058	supplies	11/30/2012	30.99	.00	
	284060	supplies	12/03/2012	25.99-	.00	
	284241	supplies	12/05/2012	38.23	.00	
	284290	supplies	12/07/2012	8.99	.00	
	284319	supplies	12/06/2012	17.24-	.00	
	284320	supplies	12/06/2012	17.24	.00	
	284355	supplies	12/06/2012	1,616.93	.00	
	284602	supplies	12/12/2012	36.98	.00	
	CREDITS	supplies	12/01/2012	1.05-	.00	
Total 2573:				1,940.62	.00	
2846						
Colo Mtn News Media						
	112712	AD	11/27/2012	150.00	150.00	12/07/2012
	8668531A 121	AD	12/07/2012	18.63	18.63	12/07/2012
Total 2846:				168.63	168.63	
2960						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Walmart Community						
	002764	SUPPLIES	11/02/2012	33.91	33.91	11/30/2012
	024537	SUPPLIES	11/24/2012	5.96	5.96	11/30/2012
	026433 112612	CHRISTMAS TREES	11/26/2012	123.00	123.00	11/30/2012
	026493	SUPPLIES	11/26/2012	6.48	6.48	11/30/2012
	0268952	FOOD SUPPLIES	11/26/2012	94.50	94.50	11/30/2012
	027628	MEETING	11/27/2012	12.96	12.96	11/30/2012
	028975	SUPPLIES	11/28/2012	35.44	35.44	11/30/2012
	029241	SUPPLIES	11/29/2012	14.91	14.91	11/30/2012
	030135	SUPPLIES	11/30/2012	28.46	28.46	12/07/2012
Total 2960:				355.62	355.62	
3015						
Kroger/King Sooper Cust Charge						
	055086	FOOD SUPPLIES	11/26/2012	63.97	63.97	11/30/2012
	085484	FOOD SUPPLIES	11/27/2012	33.90	33.90	11/30/2012
	099829	COFFEE	11/27/2012	26.53	26.53	11/30/2012
	223697	FOOD SUPPLIES	11/29/2012	28.56	28.56	12/07/2012
	282393	FOOD SUPPLIES	11/30/2012	36.00	36.00	12/07/2012
Total 3015:				188.96	188.96	
3083						
ALSCO						
	1244013	work shirts and pants	11/20/2012	42.06	.00	
	1246939	work shirts and pants	11/27/2012	42.06	.00	
	1250050	work shirts and pants	12/04/2012	42.06	.00	
Total 3083:				126.18	.00	
3195						
Frontier Paving Inc						
	36048	ASPHALT	11/29/2012	5,818.50	.00	
Total 3195:				5,818.50	.00	
3347						
V.I.P. Trash Services LLC						
	45961	TRASH PICKUP/DDA	11/01/2012	140.00	140.00	12/07/2012
	46052	TRASH PICKUP/DDA	12/01/2012	140.00	140.00	12/07/2012
Total 3347:				280.00	280.00	
3358						
Equifax						
	7423921	MONTHLY FEE	11/01/2012	100.00	100.00	12/07/2012
Total 3358:				100.00	100.00	
3446						
Staples Business Advantage						
	8023731798	supplies	11/17/2012	76.72	76.72	11/30/2012
Total 3446:				76.72	76.72	
3707						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Interstate Battery System Inc	22033925	BATTERIES	12/11/2012	105.95	.00	
Total 3707:				105.95	.00	
3723						
Flint Trading Inc	145229	WHITE LINE	12/07/2012	1,368.48	1,368.48	12/07/2012
Total 3723:				1,368.48	1,368.48	
3780						
Concrete Equipment	135231	TREDS OVERBOOT	11/27/2012	50.00	.00	
Total 3780:				50.00	.00	
3847						
Drive Train Industries Inc	04 556483	FILTER	11/14/2012	228.43	.00	
Total 3847:				228.43	.00	
4055						
UPS/United Parcel Service	Y2097W442	SHIPPING	11/03/2012	41.98	41.98	11/30/2012
	Y2097W462	SHIPPING	11/17/2012	46.89	46.89	11/30/2012
Total 4055:				88.87	88.87	
4098						
Heuton Tire Co	101521	TIRES/.FLEET	12/04/2012	567.76	.00	
	101581	TIRES/.FLEET	12/07/2012	722.48	.00	
Total 4098:				1,290.24	.00	
4119						
Air Compressor Services	27634	AIR/OIL SEPARTOR	09/12/2012	221.95	221.95	11/30/2012
Total 4119:				221.95	221.95	
4141						
True Brew Coffee Service	146254	COFFEE	11/21/2012	54.20	.00	
	146557	COFFEE	12/07/2012	23.92	.00	
	146577	COFFEE	12/10/2012	184.57	.00	
Total 4141:				262.69	.00	
4173						
Thomson West	826078074	ANNUAL/MONTHLY CHARGES	11/04/2012	412.18	.00	
Total 4173:				412.18	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4207						
Radio Shack						
	10150458	CABLE	10/05/2012	12.99	12.99	11/30/2012
	120712	RIFLE BUCKS	12/07/2012	620.00	620.00	12/07/2012
Total 4207:				632.99	632.99	
4215						
Ziegler, James						
	70076	LARGE HOSE PLIERS	11/30/2012	63.10	.00	
	70229	40 WATT SOLDERING IR	12/07/2012	55.79	.00	
Total 4215:				118.89	.00	
4240						
Platinum Plus For Business						
	BARTH 11111	ASCE MEMBERSHIP	11/11/2012	250.00	250.00	11/30/2012
	BRAATEN 111	ALLIANCE STATE CONFERENC	11/11/2012	204.26	204.26	11/30/2012
	BRIEDIS 1111	WEBTIMECLOCK FEE	11/11/2012	5.97	5.97	11/30/2012
	BURNS 11111	UV LAMP RPS	11/11/2012	296.61	296.61	11/30/2012
	CAIN 111112	MEETING SUPPLIES	11/11/2012	1,035.47	1,035.47	11/30/2012
	CHRISTENSE	MAYOR COUNCIL MEETING	11/11/2012	2,651.26	2,651.26	11/30/2012
	DUESSEN 111	HOTEL	11/11/2012	626.36	626.36	11/30/2012
	DYER 111112	EXPENSES	11/11/2012	404.64	404.64	11/30/2012
	GALLEGOS 11	OCPO TEST FEE	11/11/2012	207.06	207.06	11/30/2012
	KELTY 111112	STAFF LUNCHES	11/11/2012	250.02	250.02	11/30/2012
	SHANAHAN 11	DEMONSTRATION	11/11/2012	187.00	187.00	11/30/2012
	STEWART 111	TRAINING	11/11/2012	44.30	44.30	11/30/2012
	STURGEON 1	AIRFAIRE WASHINGTON DC	11/11/2012	337.40	337.40	11/30/2012
	TAYLOR 1111	WARRANTY PARTS	11/11/2012	65.52	65.52	11/30/2012
	WHITMORE 11	RMRTA REGISTRATION	11/11/2012	585.38	585.38	11/30/2012
	WILSON 11111	EXPENSES	11/11/2012	.00	.00	
	WILSON 11111	EXPENSES	11/11/2012	77.51	77.51	11/30/2012
Total 4240:				7,228.76	7,228.76	
4244						
Boogie Down Light And Sound Inc.						
	120712	TREE LIGHTING CEREMONY	12/07/2012	350.00	350.00	12/07/2012
Total 4244:				350.00	350.00	
4345						
Helen Artist-Rogers/HR Design						
	113012	DDA MANAGEMENT	11/30/2012	2,333.27	2,333.27	11/30/2012
Total 4345:				2,333.27	2,333.27	
4373						
Rifle Electric Inc						
	2241	CIRCUIT UNIT HEATER	12/05/2012	175.00	.00	
Total 4373:				175.00	.00	
4383						
American Polygraph Association						
	7077 111212	annual membership/boulton	11/12/2012	150.00	150.00	11/30/2012

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4383:				150.00	150.00	
4630						
Kirkman, Ula						
	108	PERFORMANCE/SR CENTER	11/29/2012	75.00	75.00	12/07/2012
Total 4630:				75.00	75.00	
4753						
Rifle Truck & Trailer						
	5995	TONGUE BOX ALUM	11/30/2012	275.00	.00	
Total 4753:				275.00	.00	
4773						
Parker Ag Services Llc						
	J003547	BIOSOLD REMOVAL S WASTE	11/01/2012	9,083.34	.00	
Total 4773:				9,083.34	.00	
4796						
Mountain Air Mechanical Hvac						
	16857	REPAIR HEATER	11/20/2012	220.00	.00	
Total 4796:				220.00	.00	
4811						
United Site Services Inc						
	114-946599	PORTABLE RESTROOM DEERF	11/13/2012	65.00	.00	
	114-957337	PORTABLE RESTROOM METR	11/19/2012	65.00	.00	
	114-957338	PORTABLE RESTROOM MOUN	11/19/2012	140.00	.00	
	114-970189	PORTABLE RESTROOM CENTE	11/27/2012	85.00	.00	
	114-977653	ROLL OFF RIFLE SEWER PLAN	11/30/2012	9,192.82	.00	
Total 4811:				9,547.82	.00	
4825						
Cross Propane Gas						
	032420	Propane Gas at O&M Shop	12/03/2012	1,468.30	.00	
Total 4825:				1,468.30	.00	
4879						
Cardiff Cleaning Services						
	4595	CLEANING JUSTICE CENTER	11/15/2012	4,175.00	.00	
Total 4879:				4,175.00	.00	
4926						
Ge Capital						
	57842475	SHARP COPIERS/ PD	12/07/2012	575.69	.00	
	57963671	SHARP COPIERS/ PD	11/18/2012	575.69	.00	
Total 4926:				1,151.38	.00	
4964						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Western Petroleum Co						
	Q6252	CHV URSA SP EC	11/30/2012	965.82	.00	
	Q6253	RANDO HD	11/30/2012	151.10	.00	
Total 4964:				1,116.92	.00	
5071						
QDS COMMUNICATIONS, INC						
	11816	battery	11/20/2012	104.56	.00	
Total 5071:				104.56	.00	
5207						
Hayes, Peter						
	120712	reimburse for steel toed boots	12/07/2012	254.48	254.48	12/07/2012
Total 5207:				254.48	254.48	
5212						
MASTER WASH						
	18674	PARTS WASHER	12/03/2012	135.00	.00	
Total 5212:				135.00	.00	
5234						
SUMMIT SWEEPING SERVICE, LLC						
	5172	PARKING LOT	12/03/2012	105.00	.00	
Total 5234:				105.00	.00	
5253						
FASTENAL						
	53683	V-GARD HAT	11/20/2012	22.74	.00	
	53798	CLEANING TOWELS	11/27/2012	25.79	.00	
	53800	1/2-13 PIN	11/27/2012	1.23	.00	
Total 5253:				49.76	.00	
5303						
Hudspeth and Associates, Inc.						
	REL-9529	Rifle Pond Demolition of Bldgs	11/15/2012	14,554.00	.00	
Total 5303:				14,554.00	.00	
5503						
JAY-MAX SALES						
	224942-00	MET GREASE FIT	11/29/2012	7.60-	.00	
Total 5503:				7.60-	.00	
5548						
Power Equipment Company						
	G203051607	BOLT ON EDGE	12/07/2012	193.04	.00	
Total 5548:				193.04	.00	
5566						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Elkins Distributors	110112	MOTOROLA DATA ONLINE	11/01/2012	1,500.00	.00	
Total 5566:				1,500.00	.00	
5613						
SunEdison, LLC/pump station	771212017057	PUMP STATION #1	12/07/2012	3,178.55	3,178.55	12/10/2012
Total 5613:				3,178.55	3,178.55	
5648						
REDI SERVICES, LLC	15933	SERVICED WINTERIZED PORT	11/21/2012	160.00	.00	
Total 5648:				160.00	.00	
5752						
Accutest Mountain States	DY-32513	alkalinity, organic carbon/water te	11/28/2012	870.00	.00	
Total 5752:				870.00	.00	
5768						
HP Geotech	0113119	Geotechnical Services for EIC Ph	11/01/2012	2,552.05	.00	
Total 5768:				2,552.05	.00	
5796						
Norit Americas Inc.	524382	Po 444	12/01/2012	1,825.00	.00	
Total 5796:				1,825.00	.00	
5833						
SunEdison, LLC/SunE U6 holding	781212017056	energy innovation center	12/07/2012	8,219.44	8,219.44	12/10/2012
Total 5833:				8,219.44	8,219.44	
5846						
Mesa County Health Department	4204-12	Water Testing	12/04/2012	20.00	20.00	12/07/2012
	4205-12	Water Testing	12/04/2012	20.00	20.00	12/07/2012
	4206-12	Water Testing	12/04/2012	20.00	20.00	12/07/2012
	4207-12	Water Testing	12/04/2012	20.00	20.00	12/07/2012
	4208-12	Water Testing	12/04/2012	20.00	20.00	12/07/2012
	4209-12	Water Testing	12/04/2012	20.00	20.00	12/07/2012
Total 5846:				120.00	120.00	
5860						
MARY'S WONDROUS THINGS	120712	RIFLE BUCKS - INCENTIVE PLA	12/07/2012	280.00	280.00	12/07/2012
Total 5860:				280.00	280.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5861						
COUNTRY ATTIC						
	112912	Rifle Bucks - Shopping Incenti	11/29/2012	220.00	220.00	11/30/2012
Total 5861:				220.00	220.00	
5865						
THAI CHILI RESTAURANT						
	120712	RIFLE BUCKS - SHOPPING INC	12/07/2012	140.00	140.00	12/07/2012
Total 5865:				140.00	140.00	
5887						
COLORADO WEST BROADCASTING, IN						
	112123108	RIFLE BUCKS - SHOPPING INC	12/01/2012	345.00	345.00	12/07/2012
Total 5887:				345.00	345.00	
5924						
Britten, Doug						
	14	PERFORMANCE	11/16/2012	50.00	50.00	11/30/2012
Total 5924:				50.00	50.00	
5961						
United Restaurant Supply, Inc.						
	423672-1	DOUBLE BOILER	11/29/2012	596.00	.00	
Total 5961:				596.00	.00	
5984						
JIM DIBLE OIL CO						
	T3789	VACUALINE 1405	12/06/2012	245.25	.00	
Total 5984:				245.25	.00	
6006						
Rifle City Petty Cash /DDA						
	120712	HOLLY DAYS	12/07/2012	274.75	274.75	12/07/2012
Total 6006:				274.75	274.75	
6043						
Wilkins Angie						
	120712	REIMBURSEMENT MILEAGE	12/07/2012	44.00	44.00	12/07/2012
Total 6043:				44.00	44.00	
6047						
Climate Control Company						
	S55172	ADJUSTED TEMP SETTINGS	11/28/2012	127.00	.00	
Total 6047:				127.00	.00	
6052						
Trane U.S. Inc.						
	31380296	Controllers, zone sensors, progra	12/04/2012	6,441.69	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6052:				6,441.69	.00	
6060						
Keithly Coy						
	120712	ENTERTAINMENT EMPLOYEE X	12/07/2012	350.00	350.00	12/07/2012
Total 6060:				350.00	350.00	
6067						
Mountain Roll-offs, Inc.						
	120112	MONTHLY FEE DEC	12/01/2012	36,016.01	.00	
	120112.	PORTABLE RESTROOM	12/01/2012	109.01	.00	
Total 6067:				36,125.02	.00	
6089						
SGM						
	999	2012 FALL FORUM	11/16/2012	105.00	105.00	11/30/2012
Total 6089:				105.00	105.00	
6109						
Aero-Mod, Inc						
	SO22983-1	GRANZOW BRASS 120V	12/05/2012	228.48	.00	
Total 6109:				228.48	.00	
6137						
Impressions of Aspen						
	16915	SUPPLIES	11/12/2012	47.94	.00	
Total 6137:				47.94	.00	
6168						
City Market #443						
	112912	RIFLE BUCKS	11/29/2012	180.00	180.00	11/30/2012
Total 6168:				180.00	180.00	
6175						
Walmart						
	112912	RIFLE BUCKS	11/29/2012	12,720.00	12,720.00	11/30/2012
Total 6175:				12,720.00	12,720.00	
6182						
Trendz Clothing Co						
	120712	RIFLE BUCKS	12/07/2012	1,580.00	1,580.00	12/07/2012
Total 6182:				1,580.00	1,580.00	
6195						
Western Slope Communications						
	36242	ADVERTISEMENT	11/26/2012	320.00	320.00	11/30/2012
	36243	ADVERTISEMENT	11/26/2012	320.00	320.00	11/30/2012

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6195:				640.00	640.00	
6200						
CAMCA						
	120712	2013 CAMCA DUES	12/07/2012	20.00	20.00	12/07/2012
	120712.	2013 CAMCA DUES	12/07/2012	20.00	20.00	12/07/2012
Total 6200:				40.00	40.00	
6225						
BRUBACHER DESIGN						
	764	STREET SIGNS	12/12/2012	560.00	.00	
Total 6225:				560.00	.00	
6262						
Storm King Mechanical LLC						
	3274	GAS PIPING NEW UNIT HEATE	11/21/2012	1,413.61	.00	
Total 6262:				1,413.61	.00	
6330						
COUNTY HEALTH POOL						
	113012	IT	11/30/2012	96,450.93	96,450.93	11/30/2012
	113012.	COBRA	11/30/2012	1,225.82	1,225.82	11/30/2012
Total 6330:				97,676.75	97,676.75	
6332						
DIRECTV						
	19234364012	MONTHLY FEE	11/29/2012	150.99	150.99	12/07/2012
Total 6332:				150.99	150.99	
6336						
Riverbend Machinery, Inc						
	IG08918	CAP	11/15/2012	47.22	.00	
Total 6336:				47.22	.00	
6354						
ALL SEASONS LAUNDRY						
	1789	GYM TOWELS	11/30/2012	156.35	156.35	12/07/2012
Total 6354:				156.35	156.35	
6355						
LAFARGE WEST INC						
	25967091	ULTRA SERIES FIBER PLUS RP	11/21/2012	326.50	.00	
	25979997	ULTRA SERIES FIBER PLUS	11/22/2012	801.25	.00	
	26053045	ULTRA SERIES FIBER PLUS RP	11/30/2012	1,117.75	.00	
Total 6355:				2,245.50	.00	
6357						
FIRST STRING						
	4639	UNIFORMS	12/04/2012	504.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6357:				504.00	.00	
6384						
Professional Services Employers Trust						
	113012	INSURANCE	11/30/2012	231.00	231.00	11/30/2012
Total 6384:				231.00	231.00	
6392						
YEH & ASSOCIATES						
	9305	GEOTECHNICAL SERVICES	11/30/2012	1,386.20	.00	
Total 6392:				1,386.20	.00	
6401						
Synergy Gymnastics Academy, LLC						
	120312	MONTHLY SERVICES	12/03/2012	11,573.46	11,573.46	12/07/2012
Total 6401:				11,573.46	11,573.46	
6402						
CENTURY LINK						
	6250108 11221	FITNESS CENTER	11/22/2012	143.26	143.26	12/07/2012
	6254904 11221	POLICE	11/22/2012	103.36	103.36	12/07/2012
	6254960 11221	POLICE	11/22/2012	112.49	112.49	12/07/2012
	6257330 11221	WW	11/22/2012	327.06	327.06	12/07/2012
	6257330 11221	PARKS	11/22/2012	26.23	26.23	12/07/2012
	6257330 11221	OM	11/22/2012	66.59	66.59	12/07/2012
	6259179 11221	FINANCE	11/22/2012	90.26	90.26	12/07/2012
	K-719-1113095	POLICE	11/22/2012	444.99	444.99	12/07/2012
	K-719-1113095	FITNESS CENTER	11/22/2012	515.38	515.38	12/07/2012
Total 6402:				1,829.62	1,829.62	
6435						
ARMA INTERNATIONAL						
	120712	MEMBERSHIP DUES	12/07/2012	210.00	210.00	12/07/2012
Total 6435:				210.00	210.00	
6441						
Rocky Mountain ALternative Fueling						
	113012	FUEL	11/30/2012	212.17	.00	
Total 6441:				212.17	.00	
6473						
FR'S FOR LESS						
	120712	RIFLE BUCKS	12/07/2012	440.00	440.00	12/07/2012
Total 6473:				440.00	440.00	
6475						
SHEAR INTENSITY HAIR, NAIL SALON						
	112912	RIFLE BUCKS	11/29/2012	80.00	80.00	11/30/2012

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6475:				80.00	80.00	
6485						
Tisco Inc/Energy Equip-GrandJct						
	10624 120112	SUPPLIES	12/01/2012	47.92	.00	
	10625 120112	SUPPLIES	12/01/2012	205.39	.00	
	10626 120112	SUPPLIES	12/01/2012	290.72	.00	
	10627 120112	SUPPLIES	12/01/2012	714.15	.00	
	10628 120112	SUPPLIES	12/01/2012	199.00	.00	
	10630 120112	SUPPLIES	12/01/2012	16.88	.00	
Total 6485:				1,474.06	.00	
6487						
Rayne, Alan						
	120112	SANTA APPEARANCE XMAS LI	12/01/2012	100.00	100.00	12/07/2012
Total 6487:				100.00	100.00	
6493						
Agrium Advanced Technologies						
	578501	MISC EQUIPMENT PO 731	11/14/2012	9,308.50	.00	
Total 6493:				9,308.50	.00	
6509						
POLYDYNE INC.						
	766870	CLARIFLOC	11/19/2012	2,196.00	.00	
Total 6509:				2,196.00	.00	
6511						
Windy Point Electric						
	113	MOBLIZATION	11/01/2012	495.11	.00	
	114	MOBILIZATION	11/01/2012	440.00	.00	
	115	MOBILIZATION	11/01/2012	2,854.95	.00	
	116	LED REPLACEMENTS	11/01/2012	2,520.00	.00	
	117	MOBILIZATION	11/01/2012	215.00	.00	
Total 6511:				6,525.06	.00	
6534						
Zenon Environmental Corp (ZEC)						
	96574414	Proposal & Letter dated 9/1/11	11/15/2012	139,500.00	.00	
Total 6534:				139,500.00	.00	
6557						
CCOM/CHC,LLC						
	18440-97	DRUG SCREENS	11/01/2012	105.00	105.00	12/07/2012
Total 6557:				105.00	105.00	
6568						
MICRO PLASTICS						
	93417	BANNER	12/07/2012	225.56	225.56	12/07/2012
	93727	RIFLE BUCKS PRINTING	12/06/2012	341.97	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	94224	HOLLY DAYS	11/30/2012	90.00	.00	
Total 6568:				657.53	225.56	
6573						
APRENDI INC						
	19660	LEGAL INTERPRETATION	11/15/2012	140.00	140.00	11/30/2012
Total 6573:				140.00	140.00	
6606						
Western Slope Supplies, Inc.						
	679597	BOTTLED WATER	11/15/2012	15.44	.00	
	680289	BOTTLED WATER	11/07/2012	21.05	.00	
	680898	BOTTLED WATER	11/21/2012	8.40	.00	
	680986	BOTTLED WATER	12/06/2012	15.25	.00	
	8217748	BOTTLED WATER	10/31/2012	21.05	.00	
	8217872	BOTTLED WATER	11/15/2012	14.20	.00	
	8218064	BOTTLED WATER	11/28/2012	7.35	.00	
Total 6606:				102.74	.00	
6617						
DEUTSCHE BANK						
	121012	LEASE PMT JUSTICE CENTER	12/10/2012	1,000,000.00	1,000,000.0	12/11/2012
	121112	LEASE PMT JUSTICE PMT	12/11/2012	182,629.34	182,629.34	12/11/2012
Total 6617:				1,182,629.34	1,182,629.3	
6638						
ARTILLUMA						
	3163	MUSIC/DJ HOLLY DAYS	12/03/2012	250.00	250.00	12/07/2012
Total 6638:				250.00	250.00	
6722						
Quality Electric & Controls						
	120398	Installation of wires and connectin	11/29/2012	6,446.00	.00	
Total 6722:				6,446.00	.00	
6723						
ESCO MOUNTAIN, INC.						
	633A02-9426	B13 TR24	11/30/2012	574.30	.00	
Total 6723:				574.30	.00	
6728						
CB INDUSTRIES-DELTA, INC.						
	120112	BIOSOLIDS DISPOSAL	12/01/2012	5,273.12	.00	
Total 6728:				5,273.12	.00	
6732						
TIRE TECH, LLC						
	12-6746	SERVICE CALL FEE	11/27/2012	147.99	.00	
	12-6765	SERVICE CALL	11/29/2012	195.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6732:				342.99	.00	
6733						
BRADLEY, TIM						
	120712	ENTERTAINMENT EMPLOYEE X	12/07/2012	350.00	350.00	12/07/2012
Total 6733:				350.00	350.00	
6734						
ESTEEM SALON INC						
	120712	RIFLE BUCKS	12/07/2012	140.00	140.00	12/07/2012
Total 6734:				140.00	140.00	
6735						
TIGER HOME & BUILDING INSPECTIONS INC						
	12013	INSPECTION FEE 740 E 5TH ST	12/03/2012	175.00	175.00	12/07/2012
Total 6735:				175.00	175.00	
6736						
HENSLEY BATTERY						
	473315	BATTERY	12/07/2012	405.99	405.99	12/07/2012
Total 6736:				405.99	405.99	
6737						
GRAVE CONCERNS						
	722	PRY BAR MOVING HEAD STON	11/19/2012	375.00	.00	
Total 6737:				375.00	.00	
6738						
INTERSTATE ALL BATTERY CENTER						
	24143135	BATTERY	11/12/2012	171.19	.00	
Total 6738:				171.19	.00	
6740						
FLOSOURCE						
	31105	ACTUATOR REPAIR	12/07/2012	144.00	.00	
Total 6740:				144.00	.00	
6741						
RULISON CONSTRUCTION, LLC						
	546	RENTAL STEEL PLATES	12/06/2012	540.00	.00	
	547	REPAIR BEAVER CREED WTP	12/11/2012	125.00	.00	
Total 6741:				665.00	.00	
6742						
WASTE & RECYCLING NEWS						
	120712	SUBSCRIPTION	12/07/2012	69.00	.00	
Total 6742:				69.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Grand Totals:				<u>1,888,582.30</u>	<u>1,385,853.1</u>	

Dated: _____

City Finance Director: _____

Report Criteria:

Summary report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.



Sander N. Karp
James S. Neu
Karl J. Hanlon
Michael J. Sawyer
James F. Fosnaught

Jeffrey J. Conklin
Hollie L. Wieland
Cody B. Doig
Matthew L. Trinidad

201 14th Street, Suite 200
P. O. Drawer 2030
Glenwood Springs, CO 81602
Telephone: 970.945.2261
Facsimile: 970.945.7336

James S. Neu
jsn@mountainlawfirm.com

Of Counsel
Anna S. Itenberg
Greg S. Russi

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

www.mountainlawfirm.com

December 13, 2012

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

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

1. Ordinance No. 24, Series of 2012 (Visitor Improvements Fund Advisory Board). At your last workshop staff discussed the departure of members of the City's Visitor Improvements Fund Advisory Board and the lack of replacement applicants. The Code currently requires all but one of the VIF Board Members to reside in the City limits and we discussed allowing owners of businesses within the City to be appointed. Ordinance No. 24, Series of 2012 amends Section 2-12-20(a) of the Code to allow Rifle business owners or owner-appointed representatives to be on the VIF Board. This expands the applicant pool but does not dictate how the City Council actually makes an appointment. If Council feels there are too many nonresident members on the VIF Board, it can weigh residency as a higher factor in its decision.

We recommend approval of Ordinance No. 24, Series of 2012 on first reading.

2. Ordinance No. 25, Series of 2012 (Emergency Ordinance Amending Utility Rates in Appendix A to the Rifle Municipal Code). Following the electorate's approval of a .75% sales and use tax increase to help pay the loan associated with the construction of a new water treatment plant, the City is in the position of lowering the water rates that went into effect September 1, 2012 and eliminate the increase that was going to take effect on April 1, 2013. Ordinance No. 25, Series of 2012 makes these amendments to the water rates and it is proposed as an emergency ordinance so it can have an effective date of January 1, 2013 when the new sale tax takes effect. Staff also identified several other amendments in the utility fee schedule that are shown in the ordinance as strike-out and underlined text. One of these changes is to reduce the

Mayor Jay Miller
Rifle City Council
Page 2

out-of-City rate from 200% of the in-City rate to 150%. During the meetings we held on the new water plant, staff received numerous comments from out-of-City water customers regarding the rates that they pay. Most of these customers have been receiving City water for many years and consider themselves as integral members of the Rifle community. Ordinance No. 25 also enacts a standby fee to charge properties that are connected to the City's utilities but not receiving service. These properties are usually vacant and awaiting redevelopment. The City's utilities have ongoing operating costs to maintain the size of the system and a standby fee ensures properties with appurtenant EQR contribute revenue to those costs. The standby fee is phased in over three years to soften its effect. Staff also identified several charges related to meter installation that it could delete because the system improvement fee paid should cover those costs. Some of the fees in Appendix A escalate annually by 5% and to keep all utility fees on one exhibit, these escalations are shown as redline even though they are not technically being amended. However, the bulk water rate through the vending machine is increased more than 5% to help defray the costs of the vending machines and waste hauler fees are expressly increased more to match what neighboring communities are charging for these services.

We recommend approval of Ordinance No. 25, Series of 2012 as an emergency ordinance, which requires 75% of City Councilmembers present to approve.

3. Lease with 139 Railroad, LLC. Enclosed is a Lease Agreement for the City to take possession of the old Sno White Linen property located at 125 West 2nd Street and 131-139 Railroad Avenue across the street from the City Hall parking garage. The City would like to clean up the Property so it can be used for municipal and economic development uses, public seasonal events, and improving the vitality of the City block. Rent is nominal and the term is for three years; provided, however, the Lease can be terminated if the Property receives land use approval for development. The City will maintain the Property and cover it on its insurance policy.

We recommend approval of the Lease with 139 Railroad, LLC.

4. Award of Bid to All Around Sweeping for Snow Removal and Landscaping Services. On your consent agenda is a memorandum from Tom Whitmore regarding request for proposals for snow removal and landscaping services. His recommendation is to award the bid to All Around Sweeping. If Council awards the bid, we will prepare the City's standard Professional Services Agreement for the City Manager's signature and I will work with Tom regarding the final Scope of Service that is attached as an exhibit to those Agreements.

KARP NEU HANLON, P.C.

Mayor Jay Miller
Rifle City Council
Page 3

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



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

From: Lisa Cain, City Clerk

Date: Friday, December 14, 2012

Subject: Continuing a Hearing to Review Brenden Rifle 7 Theatres' Application for a New Liquor License

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 2nd Street.

City Council scheduled a public hearing for December 19, 2012 to review the application. Staff has not yet received the results of criminal history checks on the principals of Brenden Theatre Corporation.

Staff recommends that Council open the public hearing on December 19, then continue the hearing to January 16, 2013.

Thank you.



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

From: Lisa Cain, City Clerk

Date: Friday, December 14, 2012

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

New Ute Theatre Society, Inc. has applied for a Special Event Permit to serve liquor at Symphony in the Valley's event at 501 Airport Road on February 22, 2013.

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 2013.

The public hearing was properly noticed. Representatives from the applicant and Symphony in the Valley will be present to discuss the application and answer questions.

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

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

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

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

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:
 2110 MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00-PER-DAY
 2170 FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00-PER-DAY

DO NOT WRITE IN THIS SPACE
 LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE
 NEW WTE TREATRE SOCIETY, INC. State Sales Tax Number (Required)
98008018

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) P.O. BOX 907 R.F.H., CO 81450	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) 501 Airport Rd. R.F.H., CO 81450
---	--

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

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? *Sept 2012*
 NO YES HOW MANY DAYS? *Feb 2012 2013*

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

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

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

Date	Date	Date	Date
Hours From To	Hours From To	Hours From To	Hours From To
2/22/2013 6 p.m. To 10 p.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 <i>Helen Arthur Rogers</i>	TITLE <i>President</i>	DATE <i>11/26/2012</i>
---	---------------------------	---------------------------

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

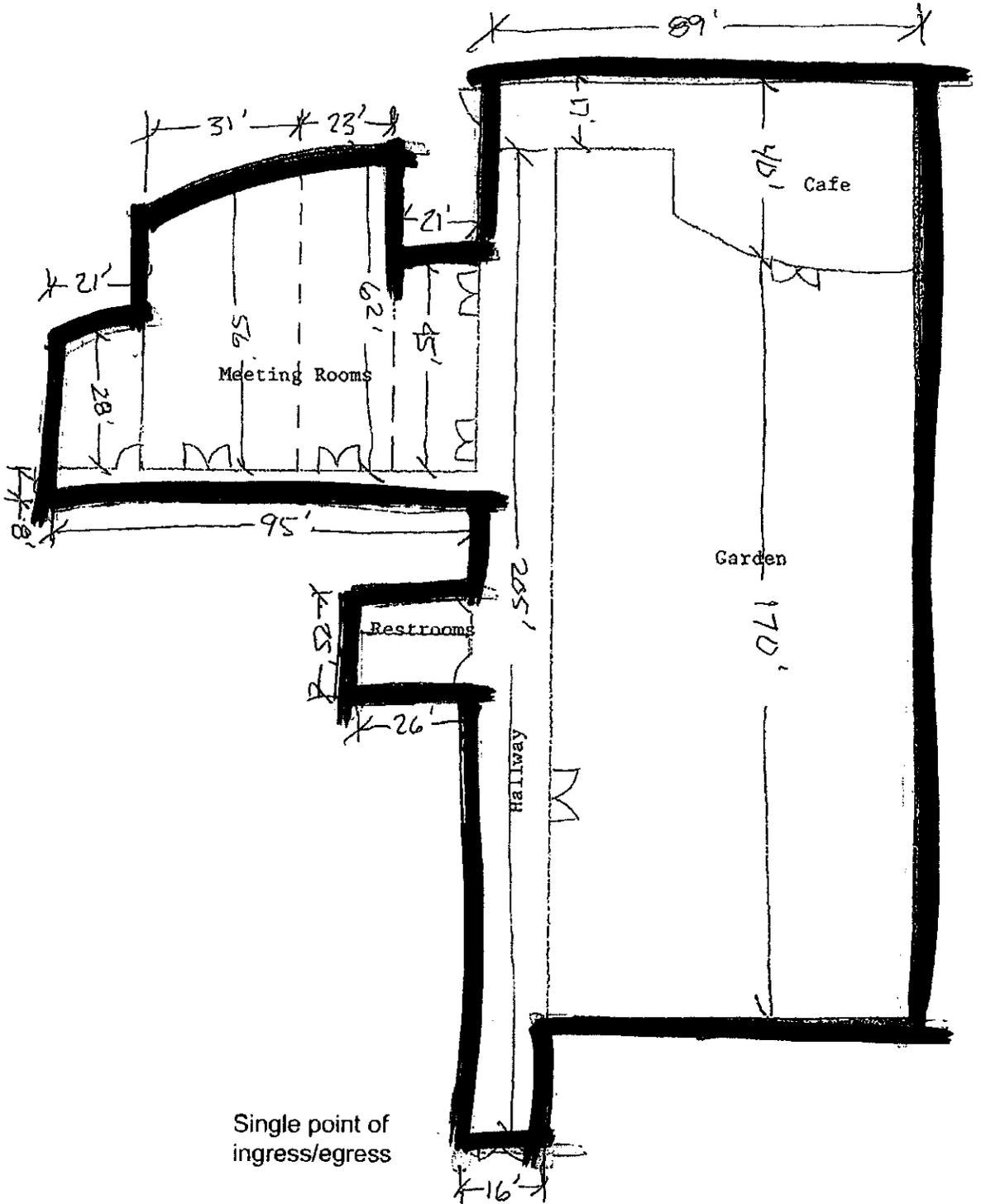
LOCAL LICENSING AUTHORITY (CITY OR COUNTY)	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
SIGNATURE	TITLE	DATE

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

LIABILITY INFORMATION

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

Grand River Hospital District





Grand River Hospital District

Hospital Services | Family Medicine | Internal Medicine | Women's Health | Specialty Services | Long Term Care | Occupational Health Services

November 20, 2012

To Whom It May Concern:

Permission is granted for the New Ute Theatre Society (N.U.T.S.) to have a Special Events Permit for alcoholic beverages during the Symphony of the Valley event to be held on Grand River Hospital District's premises on Friday, February 22, 2013.

Please contact me if you have any questions or need further information.

Sincerely,

James C. Coombs, Jr., CEO
Grand River Hospital District

Grand River Hospital and Medical Center 970.625.1510, 501 Airport Road, Rifle | **Battlement Mesa Medical Center** 970.285.7046, 73 Sippelle Drive, Suite K, Parachute
Grand River Health & Safety Center 970.285.5731, 71 Sippelle Drive, Unit 1, Parachute | **E. Done Moore Care Center** 970.625.1514, 701 East 5th Street, Rifle

www.grhd.org

exceptional healthcare, locally

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

I, Scott Gessler, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

NEW UTE THEATRE SOCIETY, INC.

is a **Nonprofit Corporation** formed or registered on 10/06/2009 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20091528314.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/21/2012 that have been posted, and by documents delivered to this office electronically through 11/26/2012 @ 11:08:52.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 11/26/2012 @ 11:08:52 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8393031.



A handwritten signature in black ink, appearing to read 'Scott Gessler', is written over a horizontal line.

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us>; click Business Center and select "Frequently Asked Questions."

City of Rifle

Special Events Liquor Permit Application

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

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

1. The City requires that a Special Events Permit application be received no later than 45 days prior to the event. What is the date(s) of your event? *Friday, Feb. 22nd.*
2. What security measures will you take to ensure your event will be safe for all participants and control entry of under age persons? *Check I.D.'s, Hospital Security*
3. Will minors be allowed at your event? yes no
If "yes," what measures will you take to ensure that alcoholic beverages are not sold to or consumed by minors?

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

Helen Rogers
Jenick Frontella
Gil Frontella
Kejaver Shivers
Tom Shivers

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

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

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

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

Signature: *Helen Rogers*

Date: *11/26/12*



To: Mayor and City Council; John Hier, City Manager
From: Lisa Cain, City Clerk
Date: Friday, December 14, 2012
Subject: Special Event Permit: Rifle Regional Economic Development Corporation

Rifle Regional Economic Development Corporation has applied for a Special Event Permit to serve liquor at its annual meeting at 501 Airport Road on January 17, 2013.

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 2013.

The public hearing was properly noticed. Representatives from the applicant will be present to discuss the application and answer questions.

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

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

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

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

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

2110 MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY

2170 FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

DO NOT WRITE IN THIS SPACE

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE
 Rifle Regional Economic Development Corporation

State Sales Tax Number (Required)
 n/a

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE
 (include street, city/town and ZIP)

PO Box 823, Rifle, CO 81650

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT
 (include street, city/town and ZIP)

501 Airport Road
 436 East 3rd Street, Rifle, CO 81650

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SECY OF ORG. or POLITICAL CANDIDATE			
5. EVENT MANAGER Dana Ingram			

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?

NO YES HOW MANY DAYS? _____

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?

NO YES TO WHOM? _____

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

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

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
January 17, 2013		5:00 p	7:00 p												

OATH OF APPLICANT

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

SIGNATURE 	TITLE Communications Coordinator	DATE 11/21/2012
----------------------	--	---------------------------

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended..

THEREFORE, THIS APPLICATION IS APPROVED.

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

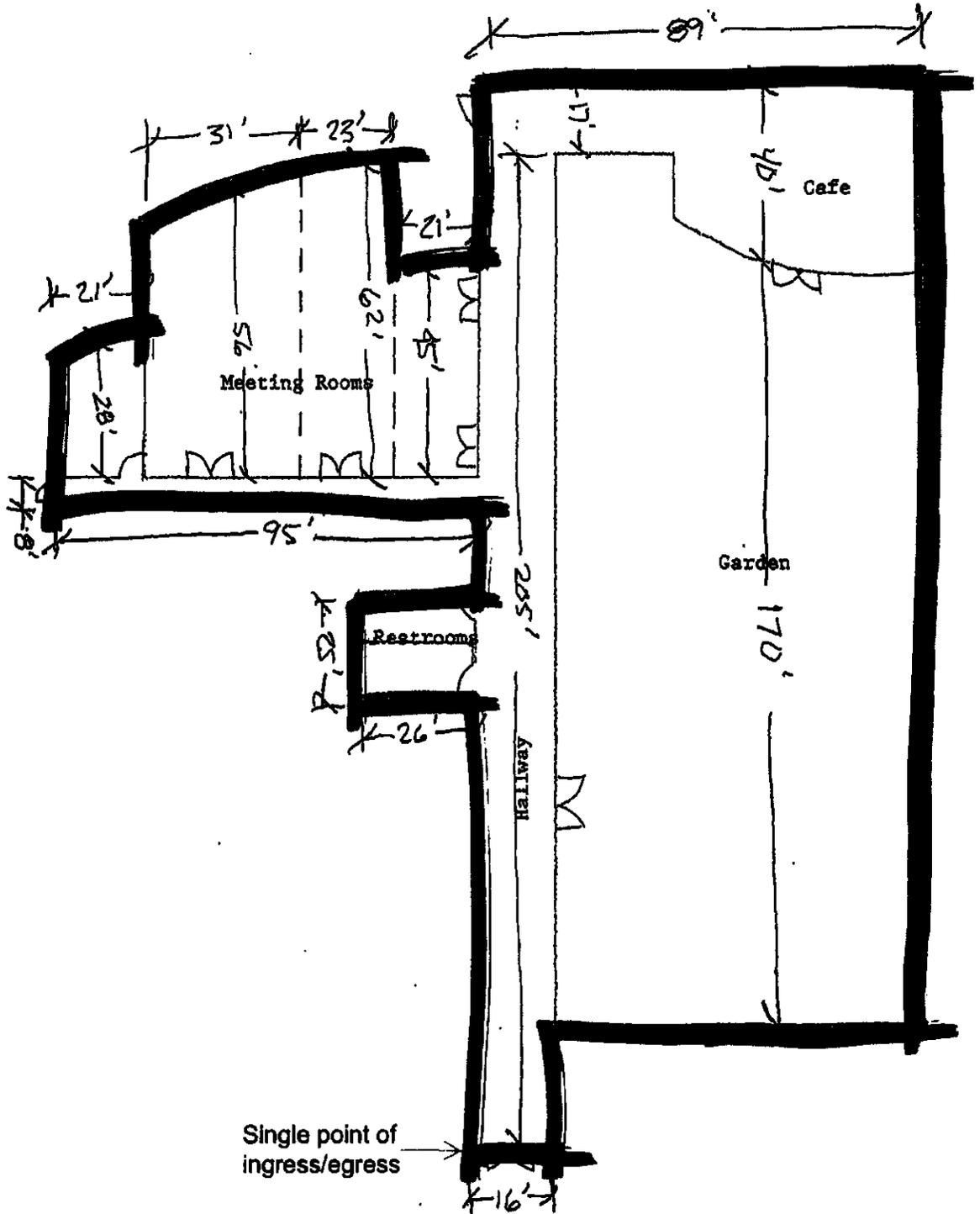
SIGNATURE	TITLE	DATE
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DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION

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

Grand River Hospital District





Grand River Hospital District

Hospital Services | Family Medicine | Internal Medicine | Women's Health | Specialty Services | Long Term Care | Occupational Health Services

November 21, 2012

To Whom It May Concern:

Permission is granted to the Rifle Regional Economic Development Corporation to have a Special Events Permit for alcoholic beverages at their Annual Meeting to be held on Grand River Hospital District premises on Thursday, January 17, 2013.

Please contact me if you have any questions or need further information.

Sincerely,

James C. Coombs, Jr., CEO
Grand River Hospital District

Grand River Hospital and Medical Center 970.625.1510, 501 Airport Road, Rifle | **Battlement Mesa Medical Center** 970.285.7046, 73 Sippelle Drive, Suite K, Parachute
Grand River Health & Safety Center 970.285.5731, 71 Sippelle Drive, Unit 1, Parachute | **E. Dona Moore Care Center** 970.625.1514, 701 East 5th Street, Rifle

www.grhd.org

exceptional healthcare, locally

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

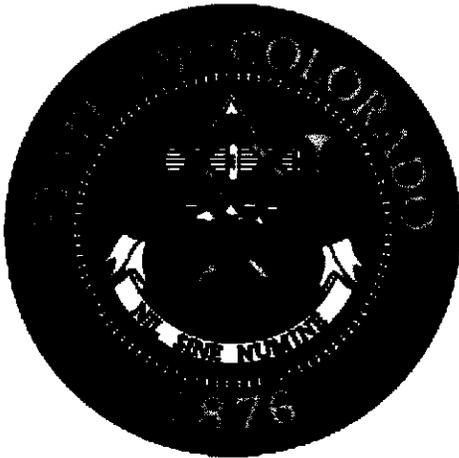
I, Scott Gessler, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Rifle Economic Development Corporation

is a **Nonprofit Corporation** formed or registered on 05/08/2006 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20061187488.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/16/2012 that have been posted, and by documents delivered to this office electronically through 11/21/2012 @ 10:20:29.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 11/21/2012 @ 10:20:29 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8391022.



A handwritten signature in black ink, appearing to read "Scott Gessler".

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click Business Center and select "Frequently Asked Questions."

STATE OF COLORADO



Colorado Department of Revenue
1375 Sherman St
Denver, CO 80261-0004



RIFLE ECONOMIC DEVELOPMENT CORP
PO BOX 823
RIFLE CO 81650-0823

Aug 09, 2011

Tax: Sls Tax Exmp
Account: 04279449
Letter: L0915009664
Source: N05 - C3

Sales Tax Exemption Account Number 98008033

The Department of Revenue has granted your organization a sales tax exemption to be used when purchasing items exclusively for the specific charitable or non-profit activity for which the exemption has been granted. The organization's sales tax exempt status does not apply to items of tangible personal property sold to or used by individuals. Your certificate will follow under separate cover.

A charitable or non-profit organization must pay sales tax when purchasing tangible personal property that will later be transferred to an individual for personal use if the organization will be reimbursed for all or part of the purchase price through direct payment, donation, or proceeds from games of chance. If the sales tax is not paid to the vendor (whether outside or inside Colorado), the organization must remit the tax directly to the Department of Revenue.

Only activities that are an integral part of your charitable or non-profit purpose qualify for the sales tax exemption. Therefore, organizations must pay sales tax on items such as food, books, CDs, and religious materials when these items are to be sold to or consumed by individuals who pay for them directly or indirectly. The fact that proceeds from such sales are to be used for charitable or nonprofit purposes does not make the sale exempt from tax. In addition, activities such as conferences, retreats and seminars are taxable when the individual participants pay directly or indirectly for lodging, meals and other expenses, whether through donations, dues, registration fees, tickets, or tuition. For more information, visit the Department of Revenue website at www.TaxColorado.com for FYI Publications, Sales 2.

If you have further questions, call 303-238-7378.

Respectfully,
Colorado Department of Revenue

City of Rifle

Special Events Liquor Permit Application

Name of Applicant / Organization: Rifle Regional Economic Development Corporation

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? January 17, 2013

2. What security measures will you take to ensure your event will be safe for all participants and control entry of under age persons?

Close monitoring of alcoholic beverages, check-in of guests prior to entry.

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?

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?

Rich Carter

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

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

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

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

Signature:



Date: 11-21-12

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: December 12, 2012
Re: Request to Lease 139 Railroad Avenue

Rifle Main Street would like to utilize the former Sno-White Linen property for downtown special events throughout the year. The property owner likes the idea, but would prefer to lease the property to the City because of his familiarity with the City organization.

The key points of the proposal are:

- The lease would be for \$1.00/yr;
- The City would indemnify the owner from liability during the lease period;
- The City could allow special, not-for-profit, events to occur on the site sponsored by other agencies/groups;
- The City or another organization could make modest improvements to the property to improve the appearance (i.e. grading, landscaping, temporary structures, etc.);
- The City would utilize its construction crew to grade the site and perhaps install irrigation or make other improvements. No commitment is being made to fund physical improvements, and programming would be the responsibility of the Main Street Coordinator. Programming ideas have included:
 - Holiday events
 - Hunters Tent activities
 - Car Shows
 - Sporting Expos tied in with Timberline Sports
 - Outdoor market events (arts, food, etc.)

Staff hopes that interim activity on this highly visible property will provide benefits to the downtown core and call attention to the site development opportunities. Staff recommends Council consider granting the City Manager authority to enter into the attached lease.

PROPERTY LEASE

This LEASE is made by and between 139 RAILROAD, LLC, a Colorado limited liability company (“Lessor”) and the CITY OF RIFLE, COLORADO, a municipal corporation (“Lessee”).

WITNESSETH:

WHEREAS, Lessor owns Lots 13-21, Block N, Original Townsite Rifle, also known as 125 West 2nd, Rifle, CO 81650 and 131-139 Railroad Avenue, Rifle, CO 81650 (the “Property”);

WHEREAS, Lessee desires to lease from Lessor the Property for municipal and economic development uses, public seasonal events, and improving the vitality of the City block; and

WHEREAS, the parties desire to set forth the terms and conditions of the Lease of the Property.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated by this reference.
2. Term of Lease. The Lease shall commence on January 1, 2013 and continue to 11:59 p.m. on December 31, 2015; provided, however, this Lease shall terminate upon the approval by the City of Rifle of a site plan, building permit, or other land use approval for use or development of the Property that are inconsistent with the uses contemplated by this Lease. Temporary use permits, grading permits, fencing permits, or similar approvals shall not be considered a land use approval triggering termination of the Lease. Lessee shall have fifteen (15) days from the date of a land use approval resulting in termination of the Lease in which to vacate the Property.
3. Rent. The total rent for the term of the Lease shall be one-dollar (\$1.00) payable to Lessor in advance.
4. Survival Upon Conveyance. If the Property is sold, conveyed, or ownership of the Property is otherwise transferred, this Lease shall continue to be in full force and effect and shall not be terminated by such conveyance or transfer. The provisions of this Lease shall apply to, bind, and inure to the benefit of Lessor and Lessee, and their respective heirs, successors, legal representatives, and assigns.
5. Permitted Uses. The Property may be used by the Lessee for municipal and economic development uses, public seasonal and special events, and improving the vitality of the

City block. Lessee shall have the right to make improvements to the Property in the form of site grading, landscaping, erecting non-permanent structures, and similar improvements. Site grading and demolition/removal of existing hard surfaces and installation of any permanent structures shall require written consent of the Lessor. Lessee shall be responsible for ensuring that drainage is not adversely affected by grading, landscaping, and other activities altering the surface of the Property. No other use shall be made of the Property without the prior written consent of the Lessor.

6. Maintenance of Property. Lessee shall be responsible for maintaining the Property, including weed removal, trash removal, and otherwise preserving the Property in a neat and clean condition that is in compliance with relevant City, County, and State laws. Lessor agrees to and shall be responsible for the removal of existing fencing on the Property.
7. Insurance and Indemnification. Lessee shall hold Lessor harmless from, and indemnify and defend Lessor against any damages, liability or claims arising out of or incident to the use of the Property by Lessee, its invitees, licensees, guests, sublessees, subcontractors or employees. Lessee shall defend any litigation at its own cost and expense which may be brought against Lessor or Lessee, arising out of the Lessee's use of the Property. In furtherance thereof, Lessee shall provide liability insurance coverage for the Property and name Lessor as an additional insured.
8. Utilities. Lessee shall be responsible for and pay the cost of all utilities provided to the Property. There shall be no obligation for Lessor to provide or pay the costs of any utility.
9. Sublease. Lessee shall have the right to sublet the Property (or any part thereof) without the prior written consent of Lessor to entities conducting nonprofit or community-oriented events on the Property for periods not to exceed sixty (60) days. No sublease shall relieve Lessee from its obligations hereunder, unless expressly so provided. Any sublessee shall add Lessor as an additional insured on any required insurance. All activities by sublessee shall be in conformance with all relevant City, County, and State laws.
10. "For Sale" Sign and Information Box. The "for sale" sign currently located on the Property shall remain on the Property; however, if desired, Lessee may move the sign to an alternate location on the Property that is prominently placed and visible to traffic on Railroad Avenue. Upon sale of the Property, a new owner may maintain a sign on the Property that is in same size and in the same location as the existing "for sale" sign and such sign complies with the City of Rifle's sign code. The information box currently located on the Property shall remain on the Property; however, if desired, Lessee may move the information box to an alternate location on the Property that has access to the sidewalk on either Railroad or 2nd Street. Upon sale of the Property, a new owner may maintain the information box in the existing or relocated location. Lessor, or upon sale a

subsequent owner of the Property, shall be responsible for maintenance of the “for sale” sign and information box located on the Property.

11. Water. Lessee confirms that 39.14 EQRs of water service are appurtenant to the Property.
12. Tax Exemption. Lessee agrees to reasonably assist Lessor with a tax exemption request arising from the Lease to the extent that such assistance does not cause Lessee to incur any additional costs.
13. Property Taxes. Lessor shall be responsible for any and all taxes and assessment levied, assessed, or imposed against the Property.
14. Governmental Immunity Act. No term or condition of this Lease shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 *et seq.*
15. Notices. Written notices required under this Lease and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

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

If to Lessor: 139 Railroad, LLC.
 P.O. Box 9
 Rifle, Colorado 81650
16. Authority. Each person signing this Lease, represents and warrants that said person is fully authorized to enter into and execute this Lease and to bind the party it represents to the terms and conditions hereof.
17. Section Headings. The section headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.
18. Governing Law. This Lease shall be interpreted in accordance with and governed in all respects by the laws of the State of Colorado.
19. Severability. If any provision, or any part of any provision of this Lease shall for any reason be held to be invalid, unenforceable or contrary to public policy or any law, then the remainder of this Lease shall not be affected thereby.

20. Counterparts. This Lease may be signed by the parties in counterparts, and each signed counterpart shall become part of the final Lease and shall have the same force and effect thereof. A copy of any signature on a signature page shall be as valid and binding as an original signature.

21. Attorney Fees. In the event of a breach of this Lease, the prevailing party shall be entitled to reasonable attorney fees and costs. This provision shall survive the termination of this Lease.

CITY OF RIFLE, COLORADO

John Hier, City Manager

ATTEST:

City Clerk

139 RAILROAD, LLC

By: _____
Title: _____
Date: _____

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 24
SERIES OF 2012**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING
SECTION 2-12-20 OF THE RIFLE MUNICIPAL CODE TO ALLOW RIFLE
BUSINESS OWNERS AND THEIR REPRESENTATIVES WHO DO NOT
RESIDE IN THE CITY LIMITS AN OPPORTUNITY TO BE A MEMBER OF
THE VISITOR IMPROVEMENTS FUND ADVISORY BOARD.

WHEREAS, Chapter 2, Article XII of the Rifle Municipal Code (“RMC”) creates the City of Rifle Visitor Improvements Fund Advisory Board (the “VIF Board”) and governs the conduct of the board, including the appointment of members to serve on the board; and

WHEREAS, the RMC provides that the VIF Board shall consist of seven (7) voting members and one (1) alternate member, all of which but one must be residents of the City of Rifle (the “City”).

WHEREAS, staff recommends amending RMC Section 2-12-20 to allow business owners or their appointed representatives the opportunity to be a member of the VIF Board; and

WHEREAS, the Rifle City Council finds and determines that RMC Section 2-12-20(a) should be amended accordingly.

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 2-12-20(a) of the Rifle Municipal Code is hereby amended to read as follows, with additions shown in bold, double-underlined text and deletions in strike through text.

2-12-20. Membership.

(a) The Visitor Improvements Fund Advisory Board shall consist of seven (7) voting members, plus one (1) alternate member with voting rights only in the absence of a regular member, all of which but one (1) shall be bona fide residents of the City **or owner or owner-appointed representative of a business in Rifle.** City staff members shall not be precluded from being on the Visitor Improvements Fund Advisory Board and need not be a resident of the City. Any nonresident City staff member **or nonresident owner or owner-appointed representative of a business in Rifle** appointed to the Visitor Improvements Fund Advisory Board shall not count against the appointment of the one (1) nonresident board member provided for above.

INTRODUCED on December 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 January 2, 2013, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this ____ day of _____, 2013.

CITY OF RIFLE, COLORADO

BY _____

Mayor

ATTEST:

City Clerk

**UTILITY DEPARTMENT
INTEROFFICE MEMO**



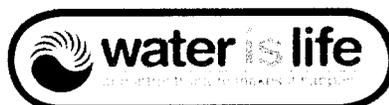
TO: John Hier, City Manager
FROM: Dick Deussen, Utilities Director *DR*
DATE: December 12, 2012
RE: Award of Construction Engineering Services for Water Treatment Plant

The original contract with Malcolm Pirnie, dated April 30, 2009, awarded design and construction engineering services, including resident engineering, for the Rifle Regional Water Purification Facility. The cost for these services was to be based upon standard rates but the not to exceed price was not determined. A scope of work and fee, as shown in the attached Exhibit A, has now been defined assuming that the City will provide the Resident Engineer. The scope of services during the two year construction period includes:

- Bid Phase Services (Issuing documents, attend prebid meeting, preparing addenda & cost estimate, bid evaluation & recommending award)
- Services During Construction (Review of submittals, responding to contractor requests for interpretation, evaluate proposed substitutions and revise drawings if approved, review change orders and estimate cost and time impact of changes, advise City on contractual matters, manage overall project including sub-consultants, visit site to assist with field issues, perform final punch list inspection, attend preconstruction meeting, prepare record drawings & certify to CDPHE that the project was constructed in accordance with the documents)
- Special Services (prepare operations and maintenance manual, review training plan, assist in commissioning of new facilities, review testing of equipment/process and assist in start-up and transition of production)

The cost for these services is estimated based upon labor rates, subcontractor rates and other direct cost and totals a not-to-exceed amount of \$690,000. This amount, when added to the cost of the City providing a full time resident engineer totals about \$900,000 over a two year period. The amount in the loan application and project budget for these services is \$1,400,000, resulting in a savings of \$500,000. The amount spent at the wastewater plant for these services totaled about \$1,200,000.

In addition, it is recommended that an Owners Advisor (Phil Vaughan Construction Management, Inc.) be hired to assist the resident engineer and utility director to avoid potential liability issues and conflicts between the contractor, design engineers or the City. These services are also estimated based upon labor rates and other direct costs and total a not-to-exceed amount of \$203,750.



**UTILITY DEPARTMENT
INTEROFFICE MEMO**



The cost for all of these services totals about \$1,100,000, still below the amount reserved in the loan agreement of \$1,400,000. Staff intends to monitor the various needs of the project closely and only ask for those services when needed.

Please find attached the letters and scope of work for both Malcolm Pirnie and Phil Vaughan Construction Management.

Staff recommends 1) awarding of construction engineering services to Malcolm Pirnie Inc. in an amount not to exceed \$690,000 and 2) authorizing owner's advisor services to Phil Vaughan Construction Management Inc. in an amount not to exceed \$203,750. These costs will be paid for out of the loan amount.

The original contract signed in 2009 had 2 articles in the standard agreement for professional services (1.9.1 and 3.9) that would affect the hiring of a resident engineer. Malcolm Pirnie has agreed to modify these articles to allow the City to hire a resident engineer.





The Water Division of ARCADIS

ARCADIS U.S., Inc.
100 Fillmore Street
Suite 200
Denver
Colorado 80206
Tel 303.316.6500
Fax 303.316.6599

Mr. Dick Deussen, P.E.
Utilities Director/City Engineer
City of Rifle
202 Railroad Avenue
Rifle, CO 81650

Subject:

Rifle Regional Water Purification Facility (RRWPF) – Amendment to Agreement for Professional Services – Scope of Services During Construction

WATER

Dear Mr. Deussen:

Date:

December 13, 2012

Please find accompanying a draft 'Amendment to Agreement for Professional Services- Scope of Service During Construction- RRWPF'. The package includes:

Contact:

Jack Bryck, PE

1. 'Amendment to Agreement for Professional Services'
2. Exhibit A – 'Scope of Services During Construction'
 - a. This document is the version submitted to the City on December 13, 2012.
3. Exhibit A2- 2013 Pricing Guidelines and Policy.
4. Schedule D – 'Construction Phase Services' Including' Arcadis's Construction Phase Services and Duties, 'Responsibilities and Limitations of Authority of Resident Project Representative'.
5. 'Standard Agreement for Professional Services' dated April 30, 2009.

Phone:

303-316-6535

Email:

Jack.Bryck@arcadis-us.com

Our ref:

06594008.0000

Your direction is appreciated to allow us to complete the 'Amendment to Agreement for Professional Services'.

We trust this meets the City's needs. Should you have any questions please contact me at (303) 316-6535.

Sincerely,

ARCADIS U.S., Inc.

Jack Bryck, PE
Project Principal in Charge

Copies:

Mr. Gerry Cavaluzzi, Malcolm Pirnie/ARCADIS
Mr. Bayard Yang, PE, Malcolm Pirnie/ARCADIS
Mr. Kevin O'Beirne, Malcolm Pirnie/ARCADIS

File 06594008.0000/Contracts
Attachments

AMENDMENT No. 1

An Agreement was executed on April 30, 2009 between the City of Rifle, Colorado [Client], having its principal place of business at 202 Railroad Avenue, Rifle, CO 81650 and Malcolm Pirnie, Inc. [ARCADIS], having its principal place of business at 630 Plaza Drive, Highlands Ranch, Colorado 80129 and having an office at 100 Fillmore Street, Suite 200| Denver, CO, 80206.

Under the Agreement, ARCADIS provides certain professional engineering services related to the design of the Rifle Regional Water Purification Facility and related water transmission mains [Assignment] at the following locations: 1) City of Rifle's Raw Water Pump Station (RWPS), 2) Rifle pond site, 3) Graham Mesa Water Treatment Plant, 4) Rifle Regional Water Purification Facility (at 1600 East Centennial Parkway, Rifle, CO), and 5) Various transmission main sites [Site], all located in Colorado [State].

Since the Agreement was entered into, ARCADIS U.S., Inc. (ARCADIS) as the parent company of its wholly owned subsidiary, Malcolm Pirnie, Inc., now seeks to be named as the contracting party ("Malcolm Pirnie" under the Agreement). Therefore, the parties agree as follows: The Agreement is amended to substitute Malcolm Pirnie's parent company, ARCADIS U.S., Inc. as the contracting party in place of its wholly owned subsidiary Malcolm Pirnie, Inc.

Client and ARCADIS now desire to amend the Agreement to include the amended Services as described below.

In consideration of the mutual promises in the Agreement, Client and ARCADIS agree to amend the Agreement as the following:

1. Scope of Amended Services.

- a. Refer to "Exhibit A1, Scope of Services During Construction" (12 pages), attached hereto and made part of this Amendment.
- b. Refer to "Schedule D, Construction Phase Services" (five pages), attached hereto and made part of this Amendment.

2. Schedule of Amended Services.

- a. The anticipated schedule for basic engineering services under this Amendment is presented on pages 1 and 2 of Exhibit A1, "Scope of Services During Construction".

3. Compensation for Amended Services.

- 3.1 The Pricing Schedule for this Amendment consists of this Section 3 plus the following documents, attached and made part of the Agreement:

- a. Exhibit A2, "2013 Pricing Guideline and Policy" (one page)

3.2 *Terms of Payment*

- 3.2.1 Client shall pay ARCADIS for Basic Services (and Additional Services authorized by Client), as follows:

- A. *Labor – Hourly Rate Basis*: Hourly rate schedule as stated in the 2013 Pricing Guideline and Policy for professional services by ARCADIS's personnel engaged on the Project, plus Reimbursable Expenses.

AMENDMENT No. 1

B. Expenses: Engineer's Reimbursable Expenses as stated in Exhibit A2 2013 Pricing Guideline and Policy.

3.2 Not-to-Exceed Amount: Client shall pay ARCADIS for Basic Services (and Additional Services authorized by Client) under this Amendment on a fixed hourly rate basis. The estimated cost of ARCADIS's services under Section 1 of this Amendment is \$689,995, not-to-exceed.

The not-to-exceed amount is generally broken down as indicated in the following table. However, ARCADIS shall have the right to re-apportion fee between tasks, so long as the total fee does not exceed the not-to-exceed total amount indicated.

Task	Description	Estimated Fee
100	Bid Phase Services	\$ 27,200
200	Project Administration	\$361,825
300	Special Services	\$ 95,120
Other Direct Costs (ODC)	Travel, Lodging, Food, Mileage, Reproduction, CM Software	\$ 42,600
Subconsultants	Bates, SGM, AE, Bookcliff, Wetland Solutions	\$163,250
Total		\$689,995 (not-to-exceed)

¹ Labor costs have been based upon 2013 rates with estimated increase in 2014.

² Costs charged will be based on a time and materials basis with a not to exceed.

³ If delays result during construction to extend the construction period, Engineer will negotiate with City additional scope and fee for the time beyond the anticipated construction completion.

Client and ARCADIS further agree to the following changes to the Agreement:

- 4. **Revision to Agreement Paragraph 3.9:** Add the following sentence at the end of Paragraph 3.9 of the Agreement: "The responsibilities and limitations of authority of the City-furnished Resident Project Representative (RPR) are set forth in Article D.2 of Schedule D."
- 5. **New Schedule D:** Add to the Agreement the enclosed "Schedule D, Construction Phase Services" (five pages).

Other Provisions. Except as amended herein, all other provisions, terms and conditions in the Agreement shall remain in full force and effect.

Execution Authority. This Amendment to the Agreement is a valid and authorized undertaking of Client and ARCADIS. The representatives of Client and ARCADIS who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement as of this date:

_____, 20__.

CLIENT (CITY OF RIFLE)

ARCADIS U.S., INC.

By _____

By _____

Title _____

Title _____

**EXHIBIT A
SCOPE OF SERVICES DURING CONSTRUCTION**

**CITY OF RIFLE
RIFLE REGIONAL WATER PURIFICATION PLANT (RRWPF)
PROJECT NO. 06594008.0000**

SECTION 050 - GENERAL

This Scope of Work describes Engineering Services to be provided by ARCADIS, Inc. (ENGINEER) for the City of Rifle (CITY) for Services During Construction during construction of the RRWPF. The work is an amendment to the existing Standard Agreement for Professional Services Contract dated April 30, 2009. The Engineering Services to be provided under this Scope of Services shall include services related to the office engineering, bidding, construction, inspection, start-up, commissioning, and post-construction phases of the RRWPF. The work to be performed consists of the following services:

- A. Bid Phase Services; Section 100
- B. Services During Construction; Section 200
- C. Special Services; Section 300.
- D. Fee; Section 400

The level of effort and not to exceed fee (time and materials) associated with these tasks is included in Exhibit B. Other Consultants working with ENGINEER include:

- Bates Engineering, Inc. (Structural)
- AE Associates, Inc (Mechanical HVAC)
- SGM, Inc. (Site Civil)
- Bookcliff Survey Services, Inc. (Survey)

The Scope of Work has been developed based on the following assumptions:

- A. The project will be delivered by Design-Bid-Build. Contractor will construct the work with an estimated Construction Duration from the Notice to Proceed of 22-months to the Notice of Substantial Completion and 24- months to Notice of Final Payment..
- B. Post construction warranty requests following Final Completion will be administered by the CITY
- C. The CITY will demolish the Graham Mesa Water Treatment Plant (GMWTP) after startup of the RRWPF at a future date. The ENGINEER will not have a role in this work.
- D. RRWPF Programming/Configuration Assistance Services/ Control Services, and training services will be by the Contractor. Assistance will be provided by the ENGINEER only if requested by the CITY.
- E. Services are to be provided throughout the duration of construction, start-up, and commissioning of the project as requested by the CITY. The overall project duration from the Notice to Proceed to the Notice of Substantial Completion is 24 months.
- F. The Contract Documents are defined as the Agreement, General Conditions,

Supplemental Conditions, Drawings, Standard Details, Specifications, Addendums, minor contract revisions, and executed Change Orders prepared for construction of the project.

SECTION 100 – BID PHASE SERVICES

After written authorization to proceed with the Bidding Phase, ENGINEER shall:

Issue bid documents electronically on a CD (pdf) to the City and prequalified contractors; maintain a record of prequalified bidders to whom bidding documents have been issued; attend any pre-bid conferences.

Issue addenda by email, in conformance with CITY'S current standards, as appropriate to interpret, clarify or expand the Bidding Documents. Provide CITY with a copy of all addenda. The CITY will manage the Bid Opening and prepare the bid tabulation sheets. The ENGINEER will provide an Engineer's Most Probable Cost Estimate. The ENGINEER will assist CITY in evaluating bids and in assembling and awarding contracts for construction, materials, equipment and services including compliance with CDPHE SRF funding requirements; and submit a written recommendation to CITY regarding the award of a contract. The ENGINEER will not attend the Bid Opening.

The CITY will receive, review and approve all the CONTRACTOR's contract deliverables including the bonds and insurance. CITY will prepare four sets of executed Bid Contract Documents. The CITY will provide the executed Contract Documents to the CONTRACTOR and once executed by the CITY will distribute. The CITY will issue the Notice to Proceed.

SECTION 200 - SERVICES DURING CONSTRUCTION

Task 210 Representation on Behalf of CITY

The ENGINEER shall consult with and advise CITY during construction. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned herein shall not be modified, except as ENGINEER may otherwise agree, in writing.

The ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents when requested by the CITY acting as interpreter of the requirements of the Contract Documents and judge the acceptability of the work there under, and make decisions on claims of the CITY and the CONTRACTOR relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. The ENGINEER shall render all interpretations or decisions in good faith and in accordance with the requirements of the Contract Documents.

ENGINEER'S efforts shall be directed toward advising the CITY whether the completed work of CONTRACTOR will conform to the Contract Documents, but ENGINEER shall not be responsible for the failure of CONTRACTOR to perform the work in accordance with the Construction Contract Documents. ENGINEER shall not be responsible for the means,

methods, techniques, sequences or procedures of construction selected by CONTRACTOR (unless otherwise specified in the Contract Documents) or the safety precautions and programs incident to the work of CONTRACTOR.

On the basis of on-site examination of materials, equipment, and workmanship, ENGINEER shall endeavor to guard CITY against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents. This Section shall include the following tasks:

210-A Project Management: The ENGINEER shall perform overall Project Management of the work defined by this agreement, which consists of the administrative tasks necessary to maintain the overall project budget and schedule, executing contracts with subconsultants, coordination with subconsultants, coordination of in-house disciplines, and preparation of and assembly of the monthly reports and invoices. Under this task the ENGINEER shall meet and/or discuss via conference call on a periodic basis with the CITY'S representative to discuss the services, costs and schedule of services performed under this Scope of Services, and the overall status, progress and issues on the project.

210-B Provide Engineering Services, Quality Control, and Coordination: The ENGINEER shall provide construction administration and quality control services when requested by the CITY during the course of the project to advise of the overall technical correctness of the construction phase services and that specified procedures are being followed and that the project schedule is being met. The ENGINEER shall provide coordination functions during the construction phase as follows:

1. Attend Pre-Construction Conference with City, Resident Engineer and CONTRACTOR.
2. Attend required coordination meetings with CITY Representatives.
3. Coordinate the work of ENGINEER's specialty sub consultants assigned to the project.
4. Attend key milestones meetings (attended by the CONTRACTOR and CITY). The meetings will also include conference call-in. Some weekly construction meeting may also be broadcast by Net Meeting from the City Hall offices to facilitate the ENGINEER to include their project team as required.

210-C Perform Regulatory Agency Coordination: Work with the CITY staff and the CONTRACTOR to coordinate with those agencies involved in the completion of this project. Those agencies are: Colorado Department of Public Health and Environment (CDPHE), Colorado Department of Transportation (CDOT), City of Rifle, Union Pacific Railroad (UPRR), Xcel, Century Link, Comcast and US Army Corp of Engineers (USACOE). The ENGINEER shall document all coordination and correspondence with the agencies. Coordination includes:

1. Prepare and submit requests for approvals of construction to CDPHE. Prepare ENGINEER's Certificate of Completion as required by CDPHE.

210-D. Provide Project Documents: The ENGINEER shall maintain and provide the following detailed project records and documentation during construction. The ENGINEER shall set up a Construction FTP/Share Point or web based site with access by the CITY and CONTRACTOR to facilitate record management as follows:

1. The project records shall include contract documents, correspondence, schedules, submittal, test data, project data, payments, change orders, minor contract revisions, meeting minutes, clarifications (RFI), shop drawings, field orders and other such documentation the ENGINEER or CITY receives. Project records shall be delivered to the CITY upon completion of the project.
2. Upon completion of the project, the ENGINEER shall deliver to the CITY one set of indexed shop drawings prepared by the CONTRACTOR for their record.

Task 220 Review the Construction Schedule

Review the CONTRACTOR's Progress Schedule Submittal: The ENGINEER shall review and critique the initial Contractor's Progress Schedule, narrative construction report, and Cash Flow submittal specific to completion. The ENGINEER shall examine the work sequence, durations, interim mile-stones and other appropriate scheduling features in accordance with the requirements of the Contract Documents. The ENGINEER shall prepare a letter report summarizing the review comments and shall meet and discuss the schedule comments with the CONTRACTOR and the CITY as required. The ENGINEER shall review:

1. The narrative report.
2. Schedule of Values and cost distribution as related to the resource loading.

Task 230 Perform Site Visits

The ENGINEER'S design staff will make site visits appropriate for the type of construction at periods appropriate to the various stages of construction to observe, as an experienced and qualified professional, the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the design intent. The ENGINEER'S Design Manager and design team disciplines will periodically attend the Construction Progress Meetings (estimated on average twenty (20) meetings over the twenty four (24) month project duration) and make site visits to assist with field issues. The CITY and the ENGINEER will negotiate additional budget if the number of Progress Meetings is exceeded.

Additional site visits will be billed at cost (labor, ODC). The sub disciplines include Bates Engineering, Inc., AE Associates, Inc, SGM, Inc. and Bookcliff Survey Services Inc. Bates Engineering Services Inc. is the company of record on the structural design, AE Associates Inc is the engineering company of record for the HVAC design and SGM Inc. is the engineering company of record for the site grading and landscape. Bookcliff Survey Services will be available on an as needed basis to check the CONTRACTOR's survey.

Task 240 Review Submittals and Test Results

The ENGINEER shall receive, review, evaluate, and distribute submittals (Shop Drawings, samples, test results, and other data delegated by the CITY) which CONTRACTOR is required to submit. The ENGINEER'S review shall only be for conformance with the design intent of the Project and compliance with the information given in the Contract Documents. Such review or other action shall not extend to means, methods, sequences, techniques or procedures of construction selected by CONTRACTOR, or to safety precautions and programs incident thereto. The ENGINEER shall receive and review (for general contents as required by the Contract Documents) maintenance and operating schedules and instructions, Operation and Maintenance Manuals, Lesson Plans, guarantees, bonds and certificates of inspection which are to be assembled by CONTRACTOR in accordance with the Contract Documents.

The level of effort associated with this task is based on two hundred (200) first time Shop Drawing submittals, Operations and Maintenance Manuals and Lesson Plan submittals. The level of effort also assumes that 30-percent of the submittals will require a resubmittal. The CITY and the ENGINEER will negotiate additional budget if the number of Shop Drawings submittals and Operations and Maintenance Manual and Lesson Plan submittals is exceeded.

As part of this task, the CITY shall maintain a submittal log showing dates of submittal, any transmittal action to other subconsultants, dates of return and review action. Copies of the log shall be furnished to the ENGINEER and the CONTRACTOR monthly. Submittal review efforts are based upon a maximum of two (2) reviews per submittal, and assume that 30-percent of the total number of submittals will require two (2) reviews. Partial submittals shall be counted as the first submittal of a work element. Submittals requiring more than two (2) reviews will be by paid by the CITY to be recovered from the CONTRACTOR.

Task 250 Issue Interpretations and Clarifications

The ENGINEER shall respond to the CONTRACTOR through the CITY to clarify and/or interpret technical, design related questions. The ENGINEER shall assist the CITY, as required, in resolution of these issues. The ENGINEER shall respond to issues raised during construction regarding interpretation and clarification of the contractual administrative and technical requirements of the Contract Documents. Interpretations – Request for Information (RFI) and ENGINEER'S Clarifications (EC) shall be issued to the CONTRACTOR through the CITY. The level of effort for this task is based upon receiving a total of one hundred (100) RFI's. The CITY and the ENGINEER will negotiate an additional budget if the number of RFI and EC submittals is exceeded. The CITY may review and respond to RFIs directly.

Task 260 Substantial Completion and Final Acceptance Inspection

Following notice from the CONTRACTOR and the CITY, the ENGINEER shall conduct an inspection to determine if the Project is substantially complete in accordance with the Contract Documents. If the ENGINEER considers the work substantially complete, the ENGINEER shall deliver to the CITY and CONTRACTOR the Certificate of Substantial

Completion and the punch list, the date for completion of the punch list, and recommend the division of responsibilities between the CITY and the CONTRACTOR.

It is anticipated that the final punch list correction period shall occur during a sixty (60) day period immediately following the Substantial Completion Inspection.

The ENGINEER shall, upon completion of the punch list items, make final inspection to determine if the finished work has been completed to the standard required by the Contract Documents, and CONTRACTOR has fulfilled the obligations thereunder so that ENGINEER may recommend, in writing, final payment to CONTRACTOR and may give written notice to CITY and the CONTRACTOR that the work is acceptable subject to conditions therein expressed.

ENGINEER shall not be responsible for the acts or omissions of the CONTRACTOR or any of the CONTRACTOR's Subcontractor's, agents or employees or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise performing any of the CONTRACTOR'S work; however, nothing contained in Tasks 210 through 270, inclusive, shall be construed to release ENGINEER from liability for negligent acts, errors or omissions in the performance of ENGINEER'S duties in accordance with this Scope of Services.

Task 270 Contract Record Documents

The CONTRACTOR will scan the final agreed to redline set in PDF format and submit to the CITY along with the full size drawings. The record documents shall include all red line changes and revisions made during Construction. The CITY will verify progress and accuracy. AutoCAD record files will not be prepared by the ENGINEER.

Task 280 Changes

The ENGINEER shall perform services in connection with change orders to reflect changes requested by CITY, for evaluating substitutions proposed by CONTRACTOR and in making revisions to Drawings and Specifications occasioned thereby. Changes shall be limited to the scope of the Project as defined by the Contract Documents or additional work as may be requested by the CITY. The ENGINEER shall prepare drawings, details and specifications needed to describe the change. The ENGINEER shall prepare an estimate of the cost and time impact of the change.

Task 290 Material Testing

Provided by CONTRACTOR and approved by the CITY and/or the ENGINEER at the request of City. Generally includes soils and concrete. An allowance is included in the Contract Documents.

SECTION 300 - SPECIAL SERVICES

Task 310 Operations and Maintenance (O&M) Manual

ENGINEER shall prepare and provide an Operations and Maintenance Manual on the design

and operation of the new process systems to the CITY. The draft Operations and Maintenance Manual will be submitted within 90-120 days of Substantial Completion. The ENGINEER shall provide two (2) hardcopies and two (2) CD's. The new systems includes: Pretreatment (Flocculation/Plate Sedimentation), Two Stage Membrane Filtration Equipment and Associated Equipment and Appurtenances, RO, GAC, Raw Water Pump Station modifications, Pre- and Post- filtration Chemical Feed Facilities, Finished Water Pump Station, and associated Electrical and Instrumentation Equipment O&M Manual shall include the following:

1. Develop guides and design philosophy for the major process systems. The manual shall include the following subjects:
 - Purpose and design intent of system.
 - Process operations and principles.
 - System controls and control strategies.
 - Specific safety procedures and hazards. (Confined space effort, tag out/log out, etc.)
 - Best management practices.
 - Recommend staffing.
 - Specific sampling, monitoring and process calculations. (Laboratory procedures)
 - Equipment record form.

O&M Manual shall be provided in final form 60 days in advance of substantial completion.

Task 320 Training

The ENGINEER shall review the CONTRACTOR's training plan and instruction materials for compliance with contract documents. The CONTRACTOR or manufacturer training presentations shall be scheduled and coordinated with CITY personnel and facility operation.

ENGINEER shall provide instruction to CITY personnel on the project objectives, design intent, and system operational procedures.

Task 330 Services Involving Travel to other sites outside of Rifle

Services involving travel shall require separate specific authorization by the CITY prior to performing the travel and costs are not included in this scope of work. The cost of any CITY authorized travel will be negotiated with the ENGINEER.

Task 340 Additional or Extended Services

The CITY and ENGINEER agree that there may be certain additional or extended services required to be performed by the ENGINEER during the Contract period that cannot be defined sufficiently at the time of execution of this Contract. Additional or extended services during construction made necessary by:

1. Work damaged by fire or other cause during construction.
2. A significant amount of defective or neglected work of CONTRACTOR.
3. Prolongation of the contract time beyond project schedule of twenty four months (24) months from the Contractor's Notice to Proceed date.
4. Work associated with unforeseen site conditions.
5. Acceleration of the Progress Schedule involving services beyond normal working hours.
6. Default by CONTRACTOR.
7. Emergency CITY requests.

Additional services in connection with the Project include services normally furnished by CITY and services not otherwise provided for in this Scope of Services.

Task 350 Commissioning

The ENGINEER shall provide operations and technical assistance during the commissioning process under the overall direction of the CITY. The ENGINEER will act as the CITY'S agent during the commissioning process under the direct guidance of CITY operations staff. The CONTRACTOR will be responsible for all equipment and systems maintenance during the commissioning process. The CITY shall assume full responsibility for compliance with all permits and other regulatory and policy requirements during the commissioning process.

When requested by the CITY, the ENGINEER shall assist the CITY with operations services during commissioning of the facilities. (Commissioning is defined as the process in which the newly constructed facilities are placed into routine operation.) The commissioning process will include a planned, systematic approach to verify that facility systems operate as intended and there is an orderly transition from construction through start-up to routine operation. When requested the ENGINEER shall witness CONTRACTOR equipment testing and performance testing; and shall assist the CITY in start-up planning, systems start-up, operation and troubleshooting; and transition support to CITY operations to ensure a properly operating and performing system at the completion of the commissioning process.

The Commissioning process progresses along four general phases, as follows:

- Phase I - Equipment Testing and Systems Performance Testing
- Phase II - Start-up and Transition Planning
- Phase III - Start-up, Initial Operation and Transition of Major Systems by CONTRACTOR to CITY
- Phase IV - Initial Operation at design flows and Transition of the RRWPF by CONTRACTOR to CITY.

The facilities will be commissioned, once they are substantially completed by the CONTRACTOR as per the Contract Specification and design drawings.

As newly constructed facilities are substantially completed by the CONTRACTOR, the RRWPF will be commissioned by the CONTRACTOR in the presence of the CITY to

demonstrate that the facility meets the design treatment capacity established by the ENGINEER during detailed design development.

The ENGINEER shall provide operations and technical assistance during the commissioning process under the overall direction of the CITY. The ENGINEER will act as the CITY'S agent during the commissioning process under the direct guidance of CITY operations staff. The CONTRACTOR will be responsible for all equipment and systems maintenance during the commissioning process. The CITY shall assume full responsibility for compliance with all permits and other regulatory and policy requirements during the commissioning process. The CITY will provide all analytical testing and process chemicals.

Phase I - Equipment Testing and Systems Performance Testing

When requested by the CITY, the ENGINEER shall witness equipment testing and performance testing by the CONTRACTOR. The ENGINEER shall:

- Observe and develop a detailed understanding of the operating characteristics of the equipment and systems;
- Verify the testing process is conducted in accordance with intended operating practices during Commissioning; and
- Determine specific operating and monitoring requirements to be used during Start-up and initial operation.

Phase II - Start-up and Transition Planning

When requested by the City, the ENGINEER, with assistance of the CITY, shall prepare or review a detailed start-up and transition plan to facilitate smooth and orderly placing of new facilities into service through their initial operation and successful transition to the CITY. The start-up and transition plan(s) shall include prestart-up checklists and required conditions; identification of impacts to other processes; analytical testing and sampling requirements, process chemical requirements, start-up procedures; health and safety equipment requirements; monitoring equipment requirements; roles and responsibilities and staffing requirements of the ENGINEER, the CITY and the CONTRACTOR. The start-up and transition plan shall also include training requirements, and an estimated timeline of the start-up, initial operation and transition process.

The CITY and ENGINEER shall develop monitoring forms and records to document equipment and systems performance during commissioning. These forms will be developed in conjunction with CITY operations staff.

Phase III - Start-Up, Initial Operation and Transition of Major Systems

The purpose of Phase III is to start-up new facilities and verifies their successful function in manual and computer-control modes. The ENGINEER shall provide technical and operations assistance under the direction of CITY. Phase III will consist of the following activities:

- The ENGINEER shall provide assistance to the CITY in start-up, initial operation and transition to full CITY operation for each facility.
- The ENGINEER shall verify that each process and its associated mechanical and control elements operate as specified under actual operating conditions. The ENGINEER shall document the results of the commissioning process and issue a summary report to the CITY.
- The CITY shall provide direction to the CONTRACTOR who is responsible for equipment maintenance and repair and instrument calibration during the commissioning.
- The ENGINEER shall document any concerns and promptly notify the CITY of all warranty issues.

Phase IV - Initial Operation of RRWPF at design flows

The purpose of Phase IV is to demonstrate that the RRWPF successfully operates at the design treatment plant or unit process capacity established by the ENGINEER during detailed design development. Once the CONTRACTOR has been provided a certificate of substantial completion for all the work, the RRWPF will be operated by the CITY. The ENGINEER shall assist the CITY in operation and transition to CITY operation of the RRWPF. The fee for Phase IV services is based upon one person for five (5) days and does not include any additional level of effort should the commissioning period be extended.

SECTION 400 – ESTIMATED FEE FOR SERVICES DURING CONSTRUCTION

Task	Description	Labor Hours	Fee
100	Bid Phase Services	192	\$ 27,200
200	Project Administration	2152	\$361,825
300	Special Services	576	\$ 95,120
ODC's	Travel, Lodging, Food, Mileage, Reproduction, CM Software		\$ 42,600
Subconsultants	Bates, SGM, AE, Bookcliff, Wetland Solutions		\$163,250
Total		2,920	\$689,995

¹ Labor costs have been based upon existing rates and estimated increases in the years following 2012.

² Costs charged will be based on a time and materials basis with a not to exceed.

³ If delays result during construction to extend the construction period, Engineer will negotiate with City additional scope and fee for the time beyond the anticipated construction schedule.

Exhibit A2

2013 Pricing Guideline and Policy – CONFIDENTIAL PROPRIETARY INFORMATION

This document describes the basis for compensation and terms of payment. All rates presented apply to services rendered after January 1, 2013 and will be adjusted annually thereafter. In addition to these fees, clients will also be responsible for any sales or value-added taxes that may apply to engineering services performed.

Hourly Rates: Charges for services provided will be in accordance with the following rate schedule:

Classification	Hourly Rate
Technician/Administrative 1	\$73
Technician/Administrative 2	\$87
Technician/Administrative 3	\$95
Professional Level 1	\$125
Professional Level 2	\$140
Professional Level 3	\$160
Professional Level 4	\$170
Professional Level 5	\$195
Professional level 6	\$210

Overtime: No overtime premium is charged for project work outside of normal working hours.

Other Direct Costs: All expenses incurred for a project, except in-house services specified below, from outside vendors will be invoiced at cost plus 10% to cover administrative expenses. These items may include, but are not limited to: shipping charges; printing; supplies; equipment; traveling expenses; special insurance; licenses; permits; or subcontractors.

In-house services consist of:

- Transportation - \$0.55 per mile for vehicles.
- Equipment - a schedule of usage rates for specialty equipment is available for field assignments
- Web Hosting – a schedule of monthly web hosting rates is available for client access web sites

Payment: All invoices are due and payable within 30 days of billing date. Any attorney's fees, court costs, or other related expenses incurred in collecting delinquent accounts shall be paid by the client. Delinquent bills are subject to finance charges of 1.5% per month.

Imagine the result

Schedule D Construction Phase Services

D.1 ARCADIS'S CONSTRUCTION PHASE SERVICES

Note: For purposes of this Schedule, the expressions Contract Documents, Shop Drawing, and Change Order shall have the meanings given in the Construction Contract between Client and the Contractor. In this Schedule D, the term "Client" has the same meaning as the term "City" in the City of Rifle-Malcolm Pirnie (ARCADIS) Agreement.

1. **General Administration of Construction Contract.** ARCADIS shall consult with and advise Client and act as Client's representative as provided in the Agreement and this Amendment. All of Client's instructions to Contractor will be issued through ARCADIS who will have authority to act on behalf of Client to the extent provided in the Agreement and this Amendment.

2. **Visits to Site and Observation of Construction.** In connection with observations of the work of Contractor while the Work is in progress:

2.1 ARCADIS shall make visits to the Site at intervals appropriate to the various stages of construction as ARCADIS deems necessary to observe, as an experienced and qualified design professional, the progress and quality of the Contractor's work (Work). To provide more-extensive observation of the Work, the Client shall furnish Resident Project Representative (RPR) at the Site as indicated in Article D.2 of this Schedule D. Based on information obtained during such visits and on its inspections, ARCADIS shall endeavor to determine whether the Work is proceeding in accordance with the intent of the Contract Documents. ARCADIS shall keep Client informed of the progress of the Work.

2.2 The duties and responsibilities of the RPR are set forth in Article D.2, "Duties, Responsibilities and Limitation of Authority of Resident Project Representative", in this Schedule D.

2.3 The purpose of ARCADIS's visits to the Site will be to provide for Client a greater degree of confidence that the completed Work will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor.

2.4 ARCADIS shall not, during such visits or as a result of observations or inspections of the Work in progress, supervise, direct or have control over the Work nor shall ARCADIS have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing the Work. ARCADIS can neither guarantee the performance of the Work by the Contractor nor assume responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

3. **Defective Work.** During its visits, ARCADIS may disapprove of or reject the Work while it is in progress if ARCADIS believes that the Work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

4. **Interpretations and Clarifications.** ARCADIS shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare Change Orders for execution by Client, if appropriate.

5. **Shop Drawings, Samples, and Submittals.** ARCADIS shall review and approve (or take other appropriate action) Shop Drawings, samples, and other data which Contractor is required to submit to the Engineer. Such reviews shall be for conformance with the design concept of the Project as a functioning whole and compliance with the information given in the Contract Documents. Approvals or other actions associated with the reviews shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

6. **Substitutes.** ARCADIS shall evaluate and determine the acceptability of substitute or 'equivalent' materials and equipment proposed by Contractor.

7. **Inspections and Tests.** ARCADIS shall have authority, as Client's representative, to require special inspection or testing of the Work, and shall review all certificates of inspections, tests and associated test results, and approvals required by law or the Contract Documents to determine that both the content of the certificates and the certified inspection or test results comply substantially with such requirements.

8. **Claims and Disputes between Client and Contractor.** ARCADIS shall act as the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder and make decisions on all Claims of Client or Contractor

relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents. A "Claim" in this paragraph is as defined in the construction Contract Documents; Claims submittal requirements are under Paragraph 10.05 of the General Conditions of the construction Contract Documents. Disputes are when either Client (Owner) or Contractor disagrees with the Engineer's decision on entitlement in a Claim and invokes the dispute resolution provisions under the construction Contract Documents; ARCADIS's services to not encompass services related to disputes between the Client (Owner) and Contractor.

9. Applications for Payment. Based on ARCADIS's on-site observations, on information furnished to ARCADIS by the RPR, and on review of Contractor's applications for payment and the accompanying data and schedules, ARCADIS shall:

9.1 Recommend in writing payments to Contractor. Such recommendations of payment will constitute a representation to Client that the Work has progressed to the point indicated and that, to the best of ARCADIS's knowledge, information and belief, the quality of the Work is generally in accordance with the Contract Documents subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendations.

9.2 In the case of unit price Work, include final determinations of quantities and classifications of the Work in the recommendations of payment, subject to subsequent adjustments allowed by the Contract Documents.

9.3 By recommending payment ARCADIS will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations beyond the responsibilities specifically assigned to ARCADIS in this Agreement and the Contract Documents have been made by ARCADIS to check the quality or quantity of the Work as it is furnished and performed. ARCADIS is not responsible to examine how or for what purposes the Contractor has used the moneys paid on account, or to determine that title to any of the Work, materials or equipment has passed to Client free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

10. Contractor's Completion Documents. ARCADIS shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests, approvals, and record documents which are to be assembled by Contractor in accordance with the Contract Documents. Such review is limited to determining that their content complies with the requirements of the Contract Documents. ARCADIS shall transmit the documents to Client with written comments.

11. Inspections. ARCADIS shall conduct an inspection to determine if the Work is substantially complete and a final inspection to determine if the completed Work is acceptable so that ARCADIS may recommend, in writing, final payment to Contractor. ARCADIS may give written notice to Client and the Contractor that the Work is acceptable (subject to any conditions expressed in such "notice of acceptability of the Work"), but any such recommendation and notice will be subject to the limitations expressed in paragraph 9.3 of this Schedule D.

12. Limitation of Responsibilities. ARCADIS shall not be responsible for the acts or omissions of the Contractor, or of any subcontractor or supplier, or any of the Contractor's or subcontractor's or supplier's agents or employees or any other persons (except ARCADIS's own employees and agents) at the site or otherwise furnishing or performing any of the Work. However, nothing contained in paragraphs 1 thru 11, shall be construed to release ARCADIS from liability for failure to properly perform the duties and responsibilities assumed by ARCADIS in the Contract Documents.

D.2 DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

The duties and responsibilities of the Resident Project Representative (RPR) are as indicated below. Client shall furnish the Client's employee to serve as the RPR and shall be responsible for RPR services, unless otherwise agreed to in writing by the parties.

1. General.

1.1 The RPR is Client's agent at the site, will act as directed by and under the supervision of Client, and will confer with Client and ARCADIS regarding RPR's actions. RPR's dealings in matters pertaining to the on-site Work shall in general be with ARCADIS, Client, and Contractor, including keeping Client advised as appropriate. RPR's dealings with Contractor's subcontractors shall only be through or with the full knowledge and approval of Contractor.

1.2 RPR shall be Client's employee, and shall interact directly with ARCADIS as indicated in this Paragraph D.2 of this Schedule D. Nothing in this Schedule D precludes RPR from communicating with Client regarding the Project.

1.3 RPR shall be at the Site during Contractor's regular working hours, and at other times as mutually agreed upon by Client and ARCADIS. When RPR is unavailable and Contractor will be working, Client shall furnish another employee to perform RPR's responsibilities; Client shall advise ARCADIS in advance of RPR's planned absences from the Site and advise ARCADIS of substitute RPR employee's name and contact information.

1.4 Client shall be fully responsible for health and safety of RPR at the Site, including furnishing appropriate training, supervision, insurance, and personal protective equipment ("PPE").

1.5 Unless otherwise provided in the construction Contract Document as provided by Contractor, Client shall provide RPR's field office, office supplies, equipment, communications devices, and temporary utilities for RPR's use.

2. Duties and Responsibilities. The RPR shall:

2.1 *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with ARCADIS concerning acceptability.

2.2 *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

2.3 Liaison:

2.3.1 Serve as ARCADIS's and Client's liaison with Contractor, working principally through Contractor's superintendent and assist in explaining the intent of the Contract Documents as necessary.

2.3.2 Serve as Client's liaison with Contractor when Contractor's operations affect Client's on-site operations.

2.3.2 Assist in obtaining from Client additional details or information, when required for proper execution of the Work.

2.4 Shop Drawings, Samples, and Contractor's Other Submittals:

2.4.1 Record date of receipt of Shop Drawings, samples, and Contractor's other submittals.

2.4.2 Receive samples which are furnished at the Site by Contractor and notify ARCADIS of availability of samples for examination.

2.4.3 Advise ARCADIS and Contractor of the commencement of any Work requiring a Shop Drawing, sample, or other submittal(s) if the submittal has not yet been received and approved or accepted (as applicable) by ARCADIS.

2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

2.5.1 Conduct on-site observations of Work in progress to determine whether the Work is proceeding in general compliance with the Contract Documents.

2.5.2 Report to ARCADIS whenever RPR believes that any Work is unsatisfactory, faulty or defective, or does not comply with the Contract Documents, has been damaged, or does not meet the requirements of any inspection, test or approval required to be made. Advise ARCADIS of Work that RPR believes should be corrected or rejected, should be uncovered for inspection, or requires special testing, inspection, or approval.

2.5.3 Verify that tests, equipment and systems startups, and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof. Observe, record, and report to ARCADIS appropriate details relative to the test procedures and startups.

- 2.5.4 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ARCADIS.
- 2.6 *Interpretation of Contract Documents:* Report to ARCADIS when clarifications and interpretations of the Contract Documents are needed. Transmit to Contractor clarifications and interpretations issued by ARCADIS.
- 2.7 *Modifications.*
- 2.7.1 Consider and evaluate Contractor's suggested changes to Drawings or Specifications and report to ARCADIS with RPR's recommendations. Transmit ARCADIS's decisions to Contractor.
- 2.7.2 *Change Issues:* Review Contractor's proposals for, verify, and make recommendation to ARCADIS regarding proposed or required changes in the Work.
- 2.8 *Records:*
- 2.8.1 Maintain at the Site orderly files for correspondence, reports of job conferences, Shop Drawings and samples and other Contractor submittals, reproductions of original Contract Documents including all Addenda, Change Orders, Work Change Directives, Field Orders, additional Drawings issued subsequent to the execution of the Construction Contract, ARCADIS's clarifications and interpretations of the Contract Documents, progress reports, meeting minutes, and other such relevant documents.
- 2.8.2 Keep a diary or log book, and complete ARCADIS's standard daily RPR report form, including recording Contractor hours on the Site, weather conditions, data relative to questions concerning Change Orders or changed conditions, list of Site visitors, daily activities, decisions, general observations, and specific, more detailed observations as in the case of test procedures. Send copies to ARCADIS daily.
- 2.8.3 Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- 2.9 *Reports:*
- 2.9.1 Furnish reports at appropriate intervals to ARCADIS concerning progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and samples and other Contractor submittals.
- 2.9.2 Consult with ARCADIS in advance of scheduled major tests, inspections or start of important phases of the Work.
- 2.9.3 Draft proposed Change Orders, obtaining supporting information from Contractor, and recommend to ARCADIS.
- 2.9.4 Report any accidents or unusual incidents to Client and ARCADIS immediately upon occurrence.
- 2.10 *Payment Requests:* Review Contractor's applications for payment for compliance with the requirements of the Contract Documents and forward with Resident's recommendations to ARCADIS. The RPR will note the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.
- 2.11 *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be furnished by Contractor are appropriate to the items actually installed and in accordance with the Contract Documents. The RPR will have this material delivered to ARCADIS for review and forwarded to Client prior to final payment for the Work.
- 2.12 *Completion:*
- 2.12.1 Before ARCADIS issues a Certificate of Substantial Completion, review and comment to ARCADIS on Contractor-furnished a list of observed items of the Work requiring completion or correction. Amend the Contractor-furnished list as required to reflect actual conditions at the Site and the Work required by the Contract Documents.
- 2.12.2 Determine whether necessary inspections and approvals by public agencies having jurisdiction over the Work have been performed and advise ARCADIS accordingly.
- 2.12.3 *Post-Substantial Completion:*
- 1) Visit the construction Site periodically after Substantial Completion to review the Contractor's progress toward completing the uncompleted Work.
 - 2) Obtain from the Contractor and review record documents.

- 2.12.4 Conduct a final inspection of the Work in the company of ARCADIS, other employees of Client, and Contractor and prepare a final list of items of the Work to be completed or corrected.
- 2.12.5 Verify that all items of Work on the final list have been completed or corrected and make recommendations to ARCADIS concerning acceptance of the Work.
- 2.12.6 *RPR Files:* At the end of construction, the RPR's files of submittals will be turned over to the Client for the Client's permanent records.
- 2.12.7 *Contractor's Record Documents:*
- 1) During the Project, review Contractor's in-progress record documents, including record drawings, record Specifications, and other record documents required under the construction Contract Documents, and advise Contractor and ARCADIS regarding acceptability and completeness to date.
 - 2) Upon Substantial Completion, obtain from Contractor the Contractor's record documents and review for completeness and relative accuracy. If incomplete or inaccurate, furnish comments to Contractor and ARCADIS. When record documents submitted by Contractor are acceptable, deliver record documents to ARCADIS.
- 2.12.8 RPR services under the Agreement will be fulfilled upon successful completion of the final inspection for the construction contract, and completion of the record documents.

3. Limitations of Authority. The RPR:

- 3.1 Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by ARCADIS.
- 3.2 Shall not exceed limitations of ARCADIS's authority as set forth in the Agreement, amendments to the Agreement, and the Contract Documents.
- 3.3 Shall not undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent.
- 3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- 3.5 Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- 3.6 Shall not accept Shop Drawings or sample or Contractor's other submittals from anyone other than Contractor.
- 3.7 Shall not authorize Client to occupy the Project in whole or in part.
- 3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ARCADIS.

This is an **Agreement** effective as of April 30, 2009 ["**Effective Date**"] between The City of Rifle ["**City**"], a corporation chartered under the laws of the State of Colorado, having its principal place of business at 202 Railroad Avenue, Rifle, Colorado 81650, and Malcolm Pirnie, Inc. and its subsidiaries and affiliates ["**Malcolm Pirnie**"], a New York corporation having its principal place of business at 104 Corporate Park Drive, White Plains, New York 10602, having an office at 100 Fillmore Street, Suite 200, Denver, Colorado 80206.

The City intends to design and construct the Rifle Regional Water Purification Facility and related transmission mains ["**Project**"]. City engages Malcolm Pirnie to provide professional engineering services, as described in this Agreement and the Schedules attached hereto related to the planning and design in support of its Project ["**Services**"].

The location of the Project is in the City of Rifle ["**Site**"], in the State of Colorado ["**State**"].

Malcolm Pirnie's Services for the Project are described generally as follows:

- Phase 1 involving process testing, selection of a process and preparation of a Basis of Design Report
- Phase 2 consisting of design and preparation of bid documents
- Phase 3 includes bid and construction phase services

In consideration of the mutual promises herein, City and Malcolm Pirnie agree that the terms and conditions of this Agreement are the following:

1 BASIC SERVICES

- 1.1 **Scope.** Malcolm Pirnie shall provide the **Basic Services** described in Schedule A. Malcolm Pirnie's obligations under this Agreement are solely for the benefit of City and no other party is intended to benefit or have rights hereunder.
- 1.2 **Standard of Care.** Malcolm Pirnie shall perform the professional engineering Services under this Agreement at the level customary for competent and prudent engineers performing such services at the time and place where the services are provided ["**Standard of Care**"]. These Services will be provided by licensed engineers and other professionals and individuals skilled in other technical disciplines, as appropriate.
- 1.3 **Instruments of Service.** Malcolm Pirnie is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all instruments of its services including designs, drawings, specifications, reports ["**Service Instruments**"] and other services provided under this Agreement.
- 1.4 **Applicable Codes.** The Service Instruments will conform to the generally accepted codes and regulations applicable to the Project at the time of performance.
- 1.5 **Indemnification.** Malcolm Pirnie agrees to indemnify and hold City harmless from all losses and damages resulting from Malcolm Pirnie's failure to meet the Standard of Care.
- 1.6 **Contract Documents.** The Service Instruments shall incorporate Malcolm Pirnie's standard construction documents ["**Contract Documents**"]. In any event, Malcolm Pirnie shall be an additional insured on all liability and property damage insurance policies which the construction contractor(s) for the Project ["**Contractor**"] shall be required to provide. The City will use its best efforts to have the contracts between City and Contractor for the Project to require the Contractor to indemnify and hold City and Malcolm Pirnie harmless from any and all legal actions and liabilities arising out of the construction of the Project including, but not limited to, injury to or death of any person or injury or destruction of tangible property, not caused by the sole negligence of the party to be indemnified.
- 1.7 **Subcontractors.** Any subcontractors and outside associates or consultants to be engaged by Malcolm Pirnie under this Agreement are limited to those identified in Schedules A and B, or as City specifically approves during the performance of this Agreement.
- 1.8 **Hazardous Wastes.** City represents that the Project does not contemplate the performance of services, professional or otherwise, related to hazardous or toxic wastes, material, or substances and other pollutants, except for services during design and construction observation of the existing water plant demolition. Malcolm Pirnie shall not be responsible for and, to the fullest extent permitted by law, shall be held harmless from all costs and other liabilities arising from the presence in or about the Project of hazardous or toxic wastes, material or substances and other pollutants, whether or not designated as such by law or regulation.
- 1.9 **Construction Phase Services.** Malcolm Pirnie shall provide construction phase Services in accordance with Schedule A and act as City's representative at the Site in accordance with the General Conditions of the Contract Documents as modified by Schedule D and as shown in Section 8.1.2.

- 1.9.1 To the extent permitted by law, in the event the construction phase services are provided by another party, Malcolm Pirnie shall not be responsible for and City shall indemnify and hold Malcolm Pirnie and Malcolm Pirnie's consultants harmless from all claims, damages, losses and expenses, including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution, acceptance, shop drawing or sample approval or modifications of such documentation issued or carried out by City or others or construction observation carried out by others. Nothing contained in this paragraph shall be construed to release Malcolm Pirnie or Malcolm Pirnie's consultants from liability for failure to perform in accordance with professional standards any duty or responsibility which Malcolm Pirnie has undertaken or assumed under this Agreement.

2 ADDITIONAL SERVICES

- 2.1 **Scope.** Malcolm Pirnie will provide the **Additional Services** described in Schedule B when authorized in writing by City.

3 CITY'S RESPONSIBILITIES

Unless stated otherwise in Section 8, City shall do the following in a timely manner:

- 3.1 **City's Representative.** Designate a representative having authority to give instructions, receive information, define City's policies, and make decisions with respect to the Project.
- 3.2 **Project Criteria.** Provide all criteria and information as to City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, and any budgetary limitations. Furnish copies of all design and construction standards which City will require to be included in the Service Instruments.
- 3.3 **Data.** Provide all available information, including previous reports and any other data in the possession of City relevant to design or construction of the Project. These data may include (1) data prepared by others, including borings, subsurface explorations, hydrographic surveys, and laboratory tests and inspections of samples, materials and equipment, (2) appropriate professional interpretations of such data, (3) environmental assessments and impact statements, (4) property, boundary, easement, right-of-way, topographic and utility surveys, (5) property descriptions, zoning, deed and other land use restrictions, and (6) other necessary special data or consultations. Malcolm Pirnie may rely on the accuracy and completeness of the supplied data.
- 3.4 **Surveys.** Provide engineering surveys to define construction reference points to enable Contractor to lay out Project construction. Malcolm Pirnie shall provide control points for the contractor's use and shall verify contractor work as necessary.
- 3.5 **Access.** Arrange for Malcolm Pirnie to enter upon public and private property as necessary.
- 3.6 **Review.** Examine the Service Instruments and obtain the advice of attorneys, insurance counselors or other consultants as City thinks appropriate. Render written decisions concerning the Service Instruments within a reasonable time.
- 3.7 **Permits.** Furnish approvals and permits from governmental authorities and other entities having jurisdiction over the Project and approvals from others as may be necessary for the timely completion of the Project. Malcolm Pirnie shall be responsible for permitting and obtaining regulatory approvals.
- 3.8 **Expert Advice.** Provide legal, accounting, insurance or other necessary advisory services for the Project.
- 3.9 **Site Representative.** If City designates a person other than Malcolm Pirnie to represent City at the Site, specify the duties, responsibilities and limitations of authority of such other person and the effect on Malcolm Pirnie's duties and responsibilities in a schedule attached to this Agreement.
- 3.10 **Ancillary Costs.** If the Construction Cost includes the cost of the activities described in 3.7 through 3.10, provide an estimate of such costs to Malcolm Pirnie for Project cost estimating purposes.
- 3.11 **Meetings.** Attend the pre-bid conference, bid opening, pre-construction conference, construction progress and other job related meetings, and Substantial Completion and Final Payment inspections. Malcolm Pirnie shall attend other meetings as outlined in Schedule A.
- 3.12 **Project Developments.** Give prompt written notice to Malcolm Pirnie whenever City observes or otherwise becomes aware of any development that affects the scope or timing of Malcolm Pirnie's services, or any defect or non-conformance in the work of any Contractor.

4 PERIODS OF SERVICE

- 4.1 **Time of Performance.** Sections 4 and 5 anticipate the orderly and continuous progress of the Services through completion of construction. The time of performance is the period reasonably expected to be required for the planning, design, award of contracts, construction and initial operation of the Project, including any necessary City or regulatory agency review and approval.

- 4.2 Delays.** If Schedule A specifies periods of time for performance of Services or specific dates by which services are to be completed and if such periods or dates are exceeded through no fault of Malcolm Pirnie, the compensation specified under Section 5 shall be subject to equitable adjustment.
- 4.3 Start of Performance.** Malcolm Pirnie will start the Basic Services upon authorization by City. Unless otherwise stated in this Agreement, signing of this Agreement by both City and Pirnie will constitute such authorization. If City elects to authorize Malcolm Pirnie to proceed before signing this Agreement, Malcolm Pirnie shall be paid as if the Services had been performed after both parties signed the Agreement.
- 4.4 Completion of Performance.** For the purposes of final payment under Section 5, completion of Malcolm Pirnie's Services will occur:
- 4.4.1 for a study, investigation or planning activity: upon delivery of the final report as specified in Schedule A or B, as appropriate;
- 4.4.2 for a design activity: when the final Bid Set of Contract Documents is delivered as specified in Schedule A;
- 4.4.3 for a bidding or construction contract negotiation activity: upon issuance by City of notice of award of the construction contract;
- 4.4.4 for a construction activity: when written recommendation of final payment for the last prime construction contract of the Project is issued; and
- 4.4.5 for a startup or operations activity: upon the earlier of successful completion of acceptance testing by the Contractor or beneficial occupancy by City but, in any event, not later than one year after Substantial Completion.
- 4.5 Force Majeure.** If a force, event, or circumstance beyond Malcolm Pirnie's control interrupts or delays Malcolm Pirnie's performance, the time of performance of the Basic or Additional Services shall be equitably adjusted. The City reserves the right to terminate the contract if a force majeure delays services beyond 3 months.

5 COMPENSATION

- 5.1 Basic Services.** City shall pay Malcolm Pirnie the Amount stated in invoices issued in accordance with Schedule C [Pricing Schedule] for work performed and Reimbursable Expenses incurred during the period covered by the invoice. Invoices are due and payable within 30 days after receipt by City. City's payments shall be in the form and shall be sent to the Malcolm Pirnie address as described in the invoices.
- 5.2 Additional Services.** City shall pay Malcolm Pirnie for Additional Services performed pursuant to City's authorization and invoiced in accordance with the Pricing Schedule.
- 5.3 Litigation Services.** If City requires Malcolm Pirnie's services either as a witness in, or in support of, litigation or other dispute resolution procedures between City and a third party, Malcolm Pirnie will provide such services in accordance with a Pricing Schedule for litigation services.
- 5.4 Delay or Termination.**
- 5.4.1 If City delays the performance of, or payment for, services under this Agreement for more than 3 months for a reason(s) other than Malcolm Pirnie's fault, Malcolm Pirnie may suspend performance until it receives payment in full for services rendered and expenses incurred to the date of suspension.
- 5.4.2 If City terminates this Agreement prior to completion of the Basic Services, Malcolm Pirnie shall be paid in full for services rendered and expenses incurred to the date of termination, including reasonable demobilization and termination expenses.
- 5.5 Disputed Amounts.** Notwithstanding the provisions of Section 7, if City disputes an item(s) or amount(s) contained in an invoice, City agrees to pay the balance of the undisputed invoiced amounts to Malcolm Pirnie in accordance with Schedule C.
- 5.6 Collection.** Any reasonable attorney's fees or other reasonable costs incurred by Malcolm Pirnie in collection of delinquent amounts owed by the City shall be paid by City.

6 OPINIONS OF CONSTRUCTION COST

- 6.1 Construction Cost.** The cost of constructing the Project [Construction Cost] means the total cost to City of those portions of the Project designed and specified in the Service Instruments. Construction Cost will not include Malcolm Pirnie's compensation and expenses, the cost of land, rights of way, or compensation for properties unless specified in Schedule A. Construction Cost will also not include City's legal, accounting, or insurance counseling services, or interest and financing charges incurred in connection with the Project, or the cost of services to be provided by others under paragraphs 3.6 and 3.8 unless otherwise specified in Schedule A.

6.2 Opinions of Cost. Malcolm Pirnie has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Malcolm Pirnie's opinion of probable Construction Cost is made on the basis of Malcolm Pirnie's experience and qualifications and represents Malcolm Pirnie's judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Malcolm Pirnie does not guarantee that proposals, bids or actual Project cost will not vary from Malcolm Pirnie's opinions of probable Construction Cost.

7 GENERAL CONSIDERATIONS

7.1 Changes. By written notice at any time, City may change the Basic Services, provided such changes are within the general scope of the services contemplated by this Agreement. In such event, an equitable adjustment both in the compensation for and time of performance of the Agreement shall be made in writing prior to Malcolm Pirnie's performing the changed services.

7.2 Confidentiality. Malcolm Pirnie will hold secret and confidential all information designated by City as confidential [**Confidential Information**]. Malcolm Pirnie will not reveal Confidential Information to a third party unless:

7.2.1 City consents in writing;

7.2.2 the information is or becomes part of the public domain;

7.2.3 Malcolm Pirnie lawfully possessed the information before receipt from City;

7.2.4 applicable law, regulation, court order or an agency of competent jurisdiction requires its disclosure; or

7.2.5 failure to disclose the information would pose an imminent and substantial threat to human health or the environment.

7.3 Professional Service. The Service Instruments furnished under this Agreement are the tangible results of Malcolm Pirnie's Services for the Project and Malcolm Pirnie shall have the right to use or reuse and retain the copyright of such Service Instruments for its purposes, at its sole risk and without liability to City. City may retain copies and use the same for any purpose associated with the Project.

7.3.1 Reuse. Malcolm Pirnie does not represent the Service Instruments to be suitable for reuse by City or others for extensions of the Project or on any other project. Any reuse without written verification or adaptation by Malcolm Pirnie for the specific purpose intended is at City's sole risk, without liability to Malcolm Pirnie. Any such verification or adaptation will entitle Malcolm Pirnie to compensation at rates to be agreed on by City and Malcolm Pirnie.

7.3.2 CADD. Malcolm Pirnie may provide information related to the Service Instruments in computer-assisted design and drafting format [CADD] to City. CADD is derived in part from computer software for which Malcolm Pirnie is licensed. These licenses are not transferable. Any unlicensed reuse of CADD may subject the user to liabilities to the software licensor.

7.3.3 Electronic Media. Either party to this Agreement may rely on the data or information set forth on paper (also known as "hard copies") that the party receives from the sending party by mail, hand delivery, or facsimile as items the sending party intended to send. Data or information sent in electronic media format by one party to the other party are furnished only for the convenience of the receiving party and shall not be relied upon by the receiving party. If there is a discrepancy between the data received in electronic media format and the hard copies, the hard copies govern. Any conclusion or information obtained or derived from the data in electronic media format shall be at the user's sole risk. When transferring documents in electronic media format, the sending party makes no representations as to the long term compatibility, usability, or readability of such documents resulting from the use of software, application packages, operating systems or computer hardware differing from those used by the document's creator.

7.4 Insurance. Malcolm Pirnie will maintain insurance against the following risks during the term of the Agreement:

7.4.1 workers compensation in statutory amounts and employer's liability for Malcolm Pirnie's employees' Project-related injuries or disease;

7.4.2 general liability and automobile liability each in the amount of \$1,000,000 for personal injury or property damage to third parties which arises from Malcolm Pirnie's performance under this Agreement; and

7.4.3 professional liability in the amount of \$1,000,000 for legal obligations arising out of Malcolm Pirnie's failure to meet the Standard of Care.

7.5 Interpretation. This Agreement shall be interpreted in accordance with the laws of the State.

7.6 Successors. This Agreement is binding on the successors and assigns of City and Malcolm Pirnie. The Agreement may not be assigned in whole or in part to any third parties without the written consent of both City and Malcolm Pirnie.

7.7 Independent Contractor. Malcolm Pirnie represents that it is an independent contractor and is not an employee of City.

7.8 Disputes. If a dispute or complaint [Dispute] arises concerning this Agreement, City and Malcolm Pirnie will negotiate a resolution of the Dispute. Should negotiation be unsuccessful, mediation of the Dispute by a third party shall follow. Any time

which elapses in attempting to resolve the Dispute through either or both negotiation or mediation shall extend day-for-day any applicable statute(s) of repose or limitation of actions.

- 7.8.1 **Negotiation.** Following written notice of a Dispute, a minimum of three face-to-face meetings (or less if the Dispute is resolved) shall be held.
- 7.8.2 **Mediation.** If negotiation is unsuccessful, a mutually acceptable third party [**Facilitator**] having expertise in the subject of the Dispute shall be engaged to mediate the Dispute. The fee and expenses of the Facilitator shall be shared equally by the parties to the Dispute. The parties may present evidence and arguments to the Facilitator.
- 7.8.2.1 The Facilitator shall report to the parties whether he believes the Dispute is resolvable through mediation. At that point the parties shall elect (a) to continue mediation, (b) replace the Facilitator and continue mediation, or (c) end mediation. If the mediation is ended, the parties may adjudicate or arbitrate the Dispute.
- 7.8.3 **Adjudication.** The laws of Colorado shall control both the action and the substantive issues. Venue shall be in the District Court, Garfield County, State of Colorado.
- 7.8.4 **Arbitration.** If the parties elect, decided in their sole individual discretion, to submit the Dispute to arbitration, (a) the arbitration shall be decided in accordance with the current Construction Industry Arbitration Rules of the American Arbitration Association; (b) the demand for arbitration may not be made after the date when institution of legal or equitable proceedings to resolve the Dispute would be barred by the applicable statute of limitations; and (c) the arbitration proceeding may not include, by consolidation or otherwise, any person other than City or Malcolm Pirnie.
- 7.8.4.1 Any decision rendered by the arbitrators shall be final. Judgment may be entered upon the decision in any court having jurisdiction. The decision shall not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. 10, 11).
- 7.9 **Notices.** Written notices may be delivered in person or by certified mail, by facsimile, or by courier. All notices shall be effective upon the date of receipt by the party. Notices shall be delivered or sent to the designated representative of the other party at the address given on the last page of this Agreement. An address may only be changed by written notice.
- 7.10 **Applicable Law.** If applicable to this Agreement, Malcolm Pirnie will comply with the requirements of:
- 7.10.1 the Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended,
- 7.10.2 Utilization of Small and Disadvantaged Business Concerns (Public Law 95-507), and
- 7.10.3 all other federal, state and local laws and regulations or orders issued under such laws.
- 7.11 **Entire Agreement.** This Agreement, including any schedules, attachments and referenced documents, is the entire agreement between Client and Malcolm Pirnie. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Agreement shall be in writing and signed by City and Malcolm Pirnie.
- 7.12 **Waivers and Severability.** A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.
- 7.13 **Effective Date.** Unless stated otherwise in Schedule A, this Agreement is effective on the date shown on the cover page.
- 8 SECTION 8 – SPECIAL PROVISIONS, EXHIBITS and SCHEDULES**
- 8.1 **Special Provisions.** This Agreement is subject to the following special provisions:
- 8.1.1 Although the Basic Services include all 3 phases, City has appropriated \$500,000 to finance the work of Phase 1 and Phase 2 through submission of the 30% design effort. The parties agree that \$500,000 represents the not to exceed amount required to complete Phase 1 and that portion of Phase 2 up through submission of completed 30% design drawings. The parties further agree that \$718,818 represents the not to exceed amount required to complete the remainder of Phase 2. City fully expects to finance the remainder of the Phase 2 work by grants and/or City funds allocated in the 2010 budget. However, due to unforeseen events, if it becomes necessary, the City reserves the right to terminate the contract after the submission of the 30% design drawings. In the event that the City fails to appropriate funds for the remainder of Phase 2 in 2009 or 2010, all work product, Service Instruments, and other materials produced by Malcolm Pirnie as a

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

Water/Wastewater Design and Construction Phase Assignments

Between City of Rifle and Malcolm Pirnie, Inc.

Project Number: _____

result of the work performed under this Agreement (hard copies, electronic copies, or otherwise), shall be the property of the City and may be used by the City in any manner the City sees fit, subject to the provisions of Section 7.3.1. herein. In the event that the City fails to appropriate additional funds for the remainder of Phase 2 or Phase 3, the City shall incur no liability under this contract beyond the obligations to pay for Phase 1 and Phase 2 up through the 30% design drawings.

8.1.2 Phase 3 services will be financed by grants, loans and/or City funds which may be appropriated in the 2011 budget. City reserves the right to terminate Phase 3 services if funds are not available. Phase 3 services may be added by Addendum to this agreement at a later date.

8.2 Schedules. The following Schedules are attached to and made a part of this Agreement:

8.2.1 Schedule A "Scope of Basic Engineering Services and Related Matters"

8.2.2 Schedule B "Additional or Optional Engineering Services"

8.2.3 Schedule C "Pricing Schedule"

Execution Authority. This Agreement is a valid and authorized undertaking of City and Malcolm Pirnie. The representatives of City and Malcolm Pirnie who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year shown on the cover page.

CITY

By John Hair
Title City Manager

Witness Ann Sims
Date Signed: April 30, 2009

Address for Giving Notices:
202 Railroad Ave.
Rifle, CO 81650

MALCOLM PIRNIE, INC.
By Richard D. D'Amico
Title Vice President

Where applicable to the jurisdiction:
Engineer License or Certificate No. _____
State of _____
Witness Sammy Roy
Date Signed: 4/22/09

Address for Giving Notices:
104 Corporate Park Drive
White Plains, New York 10602
Attn: Legal Department



November 15, 2012

Mr. John Hier- City Manager
Mr. Matt Sturgeon- Assistant City Manager
Mr. Dick Deussen- Public Works Director
City of Rifle, Colorado
202 Railroad Ave.
Rifle, CO 81650

Dear Messrs. Hier, Sturgeon and Deussen,

Thank you for the opportunity to meet with you regarding the Rifle Regional Water Purification Facility (RRWPF).

As per our meeting, please find below details and estimates for Owner's Representative services that we are able to provide for the RRWPF.

As previously discussed, we do not plan to duplicate or replace the Project Engineer's role in this process.

1. Owner's Representative Services during Construction
 - A. Attend weekly project meetings and prepare weekly reporting to the City of Rifle
 - B. Provide key inspections and consultation on-site when needed.
 - C. Review of project documentation including Schedule, Critical Work Sequencing, Construction Change Directives, Interpretations/Modifications, Pay Requests, Requests for Information, Change Orders and Submittals status.
We estimate approximately 15 hours per week to provide these services.
15 hrs. per week x 104 weeks= 1,560 hours @ \$125.00 per hour= \$195,000.00
2. Confirmation of project closeout procedures. We will confirm and verify that all project closeout procedures have been completed as identified in the Contract Documents. This will ensure that the City of Rifle has been provided with all materials and documents as required by the Contract such as, complete Operations

and Maintenance Manuals, as-built drawings, tools/schematics, 24 hour repair emergency numbers, SCADA head-end and wiring diagrams and telephony/wireless connection points, to name a few.

We estimate approximately 40 hours to provide these services.

40 hrs. x \$125.00 per hour= \$5,000.00

3. Verification of warranty and follow-up at prescribed dates after completion to verify that warranty issues are corrected. We anticipate monthly follow-up for a 1 year period with Public Works staff to confirm any warranty issues that need to be addressed. We will schedule a meeting a minimum of 3 months prior to warranty expiration for a meeting with the General Contractor, Project Engineer and Public Works representative to review the project and to prepare a warranty checklist for completion by the General Contractor. Follow-up will be conducted to verify that warranty items have been completed prior to the warranty expiration date. We estimate approximately 30 hours to provide these services.
30 hrs. x \$125.00 per hour= \$3,750.00

4. Total Estimated Cost: \$203,750.00. 1,630 hours.

The purpose of attending the weekly project meetings will be to represent the City of Rifle and to serve as a cushion between the Design Team and the General Contractor. My experience in projects shows that project Design Teams frequently have "pride of authorship" and concern for potential liability issues regarding their designs. Congruently, General Contractors have concerns regarding liability issues, functionality and cost concerns. Although both the Design Team and the General Contractor should be on the same team and should have the same goal of providing the specified product to the City of Rifle, this many times is not the case after a few months or less on the project.

An Owner's Representative with the correct skills can keep the team moving forward while serving as a referee during the frequent discussions/confrontations that will occur during the course of the project.

Additionally, our review of project documentation during the course of construction is helpful. Project submittals and approvals are frequently delayed by the Suppliers/General Contractors and the Design Team.

It is important for the Owner's Representative to maintain this as a high priority issue and to support the General Contractor and the Design Team in processing submittals as to not negatively affect the project schedule.

These are but a few examples of the benefits of Phil Vaughan Construction Management, Inc. and our services as an Owner's Representative.

We have completed many large commercial and industrial projects serving both as Owner's Representative and Design/Builder. We feel that our Design/Build experience is

important because your Project Manager/Owner's Representative should be well versed in the details of the design and construction process.

A resume for Philip Vaughan is attached also.

Additionally included is our fee schedule. We have reviewed our project schedules and, if chosen, Phil Vaughan, the President of Phil Vaughan Construction Management, Inc. will be involved during the entirety of the project. The City of Rifle will receive the services of the principal of the company directly.

We feel strongly that Phil Vaughan Construction Management, Inc. is a local firm that can offer the experience, professionalism and past track record that will result in a successful project for the City of Rifle.

Please contact me with any further questions.

Sincerely,

A handwritten signature in cursive script that reads "Philip B. Vaughan". The signature is written in black ink and is positioned below the word "Sincerely,".

Philip B. Vaughan
President
Phil Vaughan Construction Management, Inc.
970-625-5350

PHILIP B. VAUGHAN

1038 County Road 323

Rifle, CO 81650

(970) 625-5350

- PHIL VAUGHAN CONSTRUCTION MANAGEMENT, INC.
Company Owner/President (1989 - Present) Rifle, CO

PROFESSIONAL ASSOCIATIONS & COMMUNITY ACTIVITIES

- State of Colorado Advisory Committee to the Property Tax Administrator September 2012 Governor's appointment with a four year term.
- Garfield County Planning and Zoning Commission-1991 to January 2012
Commission Chairman- 1997 to January 2012. Vice-Chairman 1995-1996.
- Professional Member of International Code Council, authors of the International Building Code
- Colorado Department of Transportation- Certified Erosion Control Supervisor
- Member of International Erosion Control Association
- Member of the National Fire Protection Association
- National Fire Protection Association Firewise Communities Participant
- 2010-2011 University of Denver- Strategic Issues Panel examining the Future of State Government
- Club 20 Business Affairs Committee Chairman- Fall 2004 to present
- Club 20 Board of Directors-Garfield County Delegate-1991 to present
- Club 20 Education and Research Foundation- Secretary/Treasurer and Board Member- June 2011 to present
- Club 20 Preston Walker Award- 2007- Outstanding Service and Dedication to Club 20
- University of Denver Center for Colorado's Economic Future- Board of Advisors- 2007 to present
- University of Denver Alumni Admissions Council- 1988 to 1996
- Garfield County Human Services Commission-Fall 1988 to 1995.
Chairman 1992

Phil Vaughan Construction Management, Inc.
Fee Schedule
2012

Professional Land Planning

Land Planning	\$125.00/hour
Design and Estimation	\$125.00/hour
Meetings/Discussions	\$125.00/hour
Travel	\$125.00/hour + .75 mile
Expert Testimony- Planning	\$225.00/hour
Out-of-pocket expenses	Cost of expense plus 15%

Construction Services

Design and Estimation	\$125.00/hour
Meetings/Discussions	\$125.00/hour
Construction Management/ Scheduling	\$125.00/hour
Construction site layout utilizing robotic total station	\$155.00/hour
Stakes/pins charged at cost	Plus 15%
Travel	\$125.00/hour + .75 mile
Expert Testimony-Construction	\$225.00/hour
Out-of-pocket expenses	Cost of expense plus 15%

Miscellaneous Charges

Photocopies 8.5x11	\$0.35/each
Photocopies 11x17	\$0.55/each
Blackline/Blueline Prints	\$3.50/each 36"x48"
Color Wide Format	\$22.00/each
Presentation Binding	Cost of expense plus 15%

Direct Project Expenses

Professional Consultants	Cost of expense plus 15%
Out-of-town living expenses Including airfare, lodging, meals Etc.	Cost of expense plus 15%
Postage, delivery charges	Cost of expense plus 15%

Phil Vaughan Construction Management, Inc.
Fee Schedule
2013

Professional Land Planning

Land Planning	\$125.00/hour
Design and Estimation	\$125.00/hour
Meetings/Discussions	\$125.00/hour
Travel	\$125.00/hour + .75 mile
Expert Testimony- Planning	\$225.00/hour
Out-of-pocket expenses	Cost of expense plus 15%

Construction Services

Design and Estimation	\$125.00/hour
Meetings/Discussions	\$125.00/hour
Construction Management/ Scheduling	\$125.00/hour
Construction site layout utilizing robotic total station	\$155.00/hour
Stakes/pins charged at cost	Plus 15%
Travel	\$125.00/hour + .75 mile
Expert Testimony-Construction	\$225.00/hour
Out-of-pocket expenses	Cost of expense plus 15%

Miscellaneous Charges

Photocopies 8.5x11	\$0.35/each
Photocopies 11x17	\$0.55/each
Blackline/Blueline Prints	\$3.50/each 36"x48"
Color Wide Format	\$22.00/each
Presentation Binding	Cost of expense plus 15%

Direct Project Expenses

Professional Consultants	Cost of expense plus 15%
Out-of-town living expenses Including airfare, lodging, meals Etc.	Cost of expense plus 15%
Postage, delivery charges	Cost of expense plus 15%



MEMORANDUM

TO: Honorable Mayor and Council
FROM: John Hier, City Manager
DATE: December 10, 2012
RE: Water Rates

Attached you will find an ordinance which modifies the water rates which were implemented in September 2012. This ordinance is in response to the passage of the 3/4¢ sales tax.

The ordinance accomplishes several goals including:

1. Reduction of the September 1st rates.
2. Eliminates phase II water rate increases planned for April 1st 2013.
3. Cleans up “loose ends” in the existing water rate ordinance such as minor charges for services which are no longer assessed.

The impact on the September rate increase is illustrated as follows:

	<i>Proposed New Rates</i>	<i>September Rate Increase</i>
Base fee	\$24.00	\$30.00
0 – 2,000 gallons	\$ 0.00	\$ 0.00
2,000 - 4,000 gallons	\$ 3.20	\$ 3.20
4,000 - 8,000 gallons	\$ 3.40	\$ 4.00
8,000-20,000 gallons	\$ 4.00	\$ 5.60
> 20,000 gallons	\$ 4.80	\$ 6.40

The proposed new rates represent a substantial decrease from the previously enacted September 1st rates. These are still higher overall than the old rates which were in effect the first half of 2012. However, please note that tiers one and two (\$3.20 and \$3.40) are less than the old rate which was \$3.54/1,000 gallons.

I believe these new rates will give water customers the relief they are seeking and I recommend that you approve them.

Thanks,

John Hier

John Hier

CITY OF RIFLE, COLORADO
ORDINANCE NO. 25
SERIES OF 2012

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING
APPENDIX A TO THE RIFLE MUNICIPAL CODE REGARDING CERTAIN
WATER AND SEWER RATES AND DECLARING AN EMERGENCY.

WHEREAS, the City of Rifle's existing water treatment plant has reached the end of its design lifespan, spare parts are not readily available, and the facility cannot meet anticipated Colorado Department of Public Health and Environment ("CDPHE") future regulations; and

WHEREAS, the City has designed a the new Rifle Regional Water Purification Facility ("RRWPF") pursuant to CDPHE standards and anticipates that the cost to construct the RRWPF will approach \$25,500,000.00; and

WHEREAS, the City obtained a historically low interest loan from the Colorado Water Resources Development and Power Authority ("CWRDPA") to fund construction of the RRWPF and repayment of the CWRDPA loan required an increase in monthly water service fees; and

WHEREAS, by Ordinance No. 10, Series of 2012, the City Council increased water service fees set forth in Appendix A to the Rifle Municipal Code ("RMC") to meet the CWRDPA loan obligations; and

WHEREAS, at the general election held November 6, 2012, the electorate of the City of Rifle approved an increase in the sales and use tax by three-quarter percent (0.75%) and committed those revenues to help repay the indebtedness related to constructing the RRWPF and appurtenant capital facilities; and

WHEREAS, as a result, the City Council is able to decrease the monthly water service fees enacted by Ordinance No. 10, Series of 2012 and eliminate a future rate increase; and

WHEREAS, the City Council desires to further amend and clarify other water and sewer rates contained in Appendix A to the RMC for a fair, manageable and viable rate structure for the City's utilities; and

WHEREAS, to allow the amended water rates to take effect on January 1, 2013, the effective date of the three-quarter percent (0.75%) sales and use tax, the City Council determines that it is necessary to declare an emergency for the preservation of public peace, health, and safety.

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. The water rate fees referenced in the Code in Appendix A for Chapter 13 of the RMC are hereby amended to read as set forth on Exhibit A attached hereto and incorporated herein by this reference, with an effective date of January 1, 2013.

Section 3. It is hereby declared that, in the opinion of the Rifle City Council, an emergency exists and that there is a need for the immediate preservation of the peace, health, and safety of the City of Rifle.

INTRODUCED as an emergency ordinance by the City Council of the City of Rifle, Colorado, at a regular meeting of the Council held on December 19, 2012, approved by at least seventy-five percent (75%) of the Council members present, and ordered published in full as required by the Charter.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk

**EXHIBIT A
ORDINANCE NO. 25, SERIES OF 2012**

<i>Chapter 13</i>		
13-1-370	Water meter activation, installation at time of initial connection to City's water system	Reimburse City for actual cost of acquisition, installation & inspection of water meters, plus 15% handling charge as determined by Public Works Director
13-1-380	Water rates Standard water service fees for users within corporate city limits: All classes of water users located within the corporate City limits shall pay the following monthly water service fees:	
	Flat fee	<p style="text-align: center;"><u>Effective September 1, 2012:</u> \$24.00 \$30.00 per EQR (calculated according to Section 13-4-60 EQR Schedule) up to 2,000 gallons of monthly water use per EQR</p> <p style="text-align: center;"><u>Effective April 1, 2013:</u> \$37.00 per EQR (calculated according to Section 13-4-60 EQR Schedule) up to 2,000 gallons of monthly water use per EQR</p>
	Plus (in addition to above)	<p style="text-align: center;"><u>Effective September 1, 2012:</u> \$3.20/1,000 gallons of water use/month 2,001-4,000 gallons \$3.40 \$4.00/1,000 gallons of water use/month 4,001-8,000 gallons \$4.00 \$5.60/1,000 gallons of water use/month 8,001-20,000 gallons \$4.80 \$6.40/1,000 gallons of water use/month 20,001 or more gallons</p> <p style="text-align: center;"><u>Effective April 1, 2013:</u> \$4.00/1,000 gallons of water use/month 2,001-4,000 gallons \$5.00/1,000 gallons of water use/month 4,001-8,000 gallons \$7.00/1,000 gallons of water use/month 8,001-20,000 gallons \$8.00/1,000 gallons of water use/month 20,001 or more gallons</p>
	Senior citizen/disabled (in City only)	80% applicable in-City rate (Subject to flat fee at discounted rate)
	Single family residential premium [†]	\$3.81/1,000 gallons (if use exceeds 30,000 gallons)
	Multi family or master meter premium (per EQR)*	\$3.81/1,000 gallons (if use exceeds 21,000 gallons)

[†] Effective as of September 1, 2012, this item shall be deleted in its entirety. (Ord. 10 §4, 2012)

13-1-380	Water rates (cont'd)	
	<u>Standby fee</u>	<u>Effective January 1, 2013:</u> 25% of flat fee per EQR <u>Effective January 1, 2014:</u> 33% of flat fee per EQR <u>Effective January 1, 2015:</u> 50% of flat fee per EQR
	Outside corporate City limits	<u>150%</u> 200% applicable in-City rate (Subject to flat fee at increased rate)
	Variable rates/other fees (cont'd)	
	<u>Irrigation</u> Interruptible water service rate	<u>The tiered water rates above with no flat fee</u> \$3.18/1,000 gallons
	Bulk sales rate (hydrant – when permitted)	\$25.00 per month plus 400% applicable in-City rate for use
	Bulk sales – vending machine	<u>\$15.00</u> \$10.93 /1,000 gallons
	<u>Airport</u> Pressure <u>Zone</u> surcharge (south of river)	<u>\$0.59</u> \$0.56 /1,000 gallons
	Late charge (per delinquency notice)	\$7.84/delinquency notice
	Duplicate bill charge	<u>\$1.14</u> \$1.09 each duplicate issued
	Meter installation/account activation fee	\$100.00
	— Meter activation charge	\$18.32
	— Meter installation	
	—— Less than or equal to 1”	\$222.24
	—— Greater than or equal to 1 1/2”	\$277.83
	— Water connection inspection	\$92.62
	Future water rate increases: Effective January 1, 2012, w Water service fees for all classes of water users shall increase on January 1 of each calendar year by 5%	
13-1-430	Processing and preparation of water and sewer delinquency notices	\$7.84 per notice
	Processing and preparation of water and sewer shut-off notices	\$15.00 per notice
	Physical turn-off of services	\$30.00
	— Customer’s first time	No fee assessed
	— Second time	\$45.00
	— Third time and any thereafter	\$60.00
13-1-730	Meter calibration, additional reading, <u>service removal</u>	<u>Actual cost</u>
	— Meters up to and including 1”, if meter is accurate	\$39.20
	— Meters exceeding 1”, if meter is accurate	Actual costs
	Additional meter reading requested by customer	<u>\$8.00</u> \$7.84
13-3-350	Major contributing user surcharge	\$0.24 per pound BOD \$0.39 per pound SS
	Sampling and analysis charge	\$100.00 per sampling
13-3-510	Sewer Rates	
	Flat fee	<u>\$38.77</u> \$36.92 per EQR up to 4,000 gallons of monthly water use per EQR
	Plus (in addition to above)	<u>\$8.68</u> \$8.27 /1,000 gallons or part thereof, of water use/month over 4,000 gallons/EQR
	Variable rates/other fees	
	Senior citizen/disabled (in-City only) (residential classifications)	80% of applicable in-City rate (Subject to flat fee at <u>discounted</u> increased rate)

13-3-510	Sewer rates (cont'd)	
	<u>Standby fee</u>	<u>Effective January 1, 2013:</u> <u>25% of flat fee per EQR</u> <u>Effective January 1, 2014:</u> <u>33% of flat fee per EQR</u> <u>Effective January 1, 2015:</u> <u>50% of flat fee per EQR</u>
	Outside City limits (all classifications)	<u>150%</u> 200% applicable in-City rate (Subject to flat fee at increased rate)
	—Sewer connection inspection	\$102.70
	Future sewer rate increases: Sewer service fees for all classes of sewer users located within the corporate City limits shall increase on January 1 of each calendar year by 5%	
13-3-560	Interest assessments on delinquent water, sewer and refuse collection charges	1.25%/month
13-3-620	Application fee for wastewater hauler license	\$100.00 per vehicle used by the Applicant
13-3-690	Fee payment for wastewater hauler license	
	Flat fee	\$ 1200.00 up to and including First 1,000 gallons
	Plus (in addition to above)	\$ 120.00 for each 100 Gallons over 1,000 gallons
13-4-70	Water system improvements fees	
	(a) Water system improvement fee (in-City), per EQR	\$5,743.27
	(b) Water system improve fee, outside City. Note: The increased rate for out-of-City use shall not apply to those areas outside of the corporate limits of the City which are served by a contract that expressly establishes different rules with regard to the wastewater system improvement fees due for service to such area	<u>150%</u> 200% of in-City rate
13-4-80	Northeast Tank Upper Pressure Zone Impact Fee	
	(a) The Northeast Tank Upper Pressure Zone includes all developable lands generally located above an elevation of 5,465 feet mean sea level, on or adjacent to the Graham Mesa and Highlands East development areas, including those areas which lie north and east of the intersection of Ute Avenue and Fifth Street and those areas lying east of the west terminus of Arabian Avenue with 12 th Street. A map generally depicting the Northeast Tank Upper Pressure Zone is on file and available for review during normal business hours at the City Clerk's Office at City Hall. The City Manager, in consultation with the Public Works Director, shall make the final determination of whether a specific parcel of land is located within the Northeast Tank Upper Pressure Zone.	
	(b) Impact fee, per EQR	\$1,860.00
	(c) The Northeast Tank Upper Pressure Zone impact fee is a separate and additional charge to the residential water system development fee established in Section 13-4-70. Upon payment of the costs and debt service of the construction of the Northeast Water Storage Tank, the final determination of which shall be made by the City Manager, in consultation with the Public Works Director, the Northeast Tank Upper Pressure Zone impact fee shall no longer be imposed	
13-4-90	Wastewater system improvement fees and surcharge	

	(a) Wastewater system improvement fee (in-City), per EQR	\$6,382.37
	(b) Wastewater system improvement fee, outside City. Note: The increased rate for out-of-City use shall not apply to those areas outside of the corporate limits of the City which are served by a contract that expressly establishes different rules with regard to the wastewater system improvement fees due for service to such area	200% <u>150%</u> of in-City rate
	(c) Manufacturing/industrial discharge premium: See Section 13-4-90(c) for a discharge premium applied to sewer users – including but not limited to industrial or manufacturing users – who contribute sewage that is stronger than average residential sewage	
	(d) Surcharge. See Section 13-4-90(d) for an additional charge applied to users who connect to the City's County Road 346 project	



Manager's Report

December 12, 2012

Merry Christmas to all City Council members and City of Rifle employees. We wish everyone a joyous holiday and hope you can spend time with family and loved ones.

Work this past two weeks can best be described as normal for this time of year. Some work has slowed, but staff are continuing to plan for 2013.

Some of the projects and their status are as follows:

Water Treatment Plant

We are working with staff, Malcolm Pirnie Engineers, and James Miller to discuss rates for the construction management. Also, there are a number of small changes still being made to the plans. We will meet on Wednesday at work session to discuss these issues.

Also the State Health Department has not completed its review of the plans and this will delay the bidding the project.

Roundabout Design

City Engineer Rick Barth is prepared to solicit bids for design of the north roundabout. We are awaiting finalization of the Inter-Governmental Agreement (IGA) with Garfield County FML District prior to starting this process.

Mike Braaten

Mike is leaving City employment on December 20th. We wish Mike the very best and will miss him. He has made a great contribution to the community of Rifle. We are having a going away lunch at City Hall on Monday, December 17th.

Visitor Improvement Fund Advertising

The Visitor Improvement Board is still working on an advertising plan for 2013. They hope to present a proposal to the City Council in January.

Finances

Sales taxes have continued to flounder slightly for the past several months. They are about equal to the amount received through October 2011. Overall General Fund revenues are about equal to those received in 2011 as well.

Rifle Bucks

The Rifle Bucks program has been very successful again, and all 3,000 certificates have been distributed. We continue to receive requests for more certificates.

Again, here's hoping you have a Merry Christmas, Happy Hanukah, Kwanzaa, Feliz Navidad, God jul, Vrolijk kerstfeest, Joyeux Noël, and Happy New Year!

Thanks,

John Hier

