



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

City Hall
City Council Chambers
202 Railroad Avenue
Rifle, CO

Cablecast Live on
Comcast Channel 10

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

**REGULAR MEETING
January 16, 2013**

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

- 6:00 P.M. Discuss grant opportunities for new boat ramp (Helen Rogers)
- 6:30 P.M. Discuss scheduling annual strategic planning retreat (Lisa Cain)

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

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

- 7:00 p.m. 1. Regular Meeting Call to Order and Roll Call
- 7:03 p.m. 2. Consent Agenda – consider approving the following items:
- A. Minutes from the December 19, 2012 Regular Meeting
 - B. Minutes from the January 2, 2013 Regular Meeting
 - C. HUD/DOT Grant Contract – Phase 2
 - D. Parks and Recreation Advisory Board Appointments
 - E. Designate Representative to County Health Pool
 - F. 2012 Audit Engagement Letter
 - G. November 2012 Sales Tax
 - H. November 2012 Financial Report
 - I. Accounts Payable

- 7:08 p.m. 3. Citizen Comments and Live Call-In ((970) 665-6406)
(For issues NOT on the Agenda. Please limit comments to 3 minutes.)
- 7:11 p.m. 4. Action, if any, on Workshop Items (Mayor Miller)
- 7:15 p.m. 5. Citizen Recognition Award to Kevin Steidly (John Dyer)
- 7:20 p.m. 6. Recognition to Carlos Cornejo Valle for successfully competing all
training requirements
- 7:25 p.m. 7. ~~Public Hearing – Brenden Rifle 7 Theatres liquor license application (Lisa
Gair)~~ staff recommends Council postpone until February 20, 2013
- 7:30 p.m. 8. Consider amending Personnel Manual – Resolution No. 2, Series of 2013
(John Dyer)
- 7:45 p.m. 9. Consider award of roundabout design contract (Rick Barth)
- 7:55 p.m. 10. Consider Second Amendment to Commercial Property Land Lease with
Cacaloco Enterprises, Inc. (Jim Neu)
- 8:10 p.m. 11. Consider amending Rifle Municipal Code to allow utility customers to
request relief for extenuating circumstances – Ordinance No. 1, Series of
2013 (John Hier)
- 8:25 p.m. 12. Administrative Reports
- 8:35 p.m. 13. Comments from Mayor and Council

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

Next Regular Meeting of Council: February 6, 2013 at 7:00 p.m.



RIFLE CITY COUNCIL MEETING

Wednesday, December 19, 2012

REGULAR MEETING

7:00 p.m. * Council Chambers

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

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

OTHERS PRESENT: John Hier, City Manager; 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; Mike Braaten, Government Affairs Coordinator; Kristy Christensen, Deputy City Clerk; Dick Deussen, Utilities Director; John Dyer, Police Chief; Charles Kelty, Finance Director; Tom Whitmore, Parks Director; Herman Aardsma; Julie Bjurstrom; Kristie Braaten; Max Braaten; Oliver Braaten; Jack Bryck; Gil Frontella; Dana Ingram; Mike McKibbin; David Merritt; Jim Miller; Helen Rogers; Don Van Devander; Philip Vaughan; and Bayard Yang.

CONSENT AGENDA - APPROVE THE FOLLOWING ITEMS:

- A. Minutes from the December 5, 2012 Regular Meeting
- B. Liquor License Renewal: Nacho's Mexican Restaurant
- C. Snow Removal and Landscape Maintenance Contract for 2013
- D. Mechanical Maintenance Bids for 2013
- E. October Sales Tax Report
- F. October Financial Report
- G. Accounts Payable

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

CITIZEN COMMENTS AND LIVE CALL-IN

There were no citizen comments or live call-ins.

FAREWELL TO MIKE BRAATEN

Council presented a plaque to Government Affairs Coordinator Mike Braaten, who is leaving City employment, and expressed its deep appreciation to him for his service to the community.

PUBLIC HEARING - BRENDEN RIFLE 7 THEATRES LIQUOR LICENSE APPLICATION

Mayor Miller opened the public hearing. This application was not ready for Council action at tonight's meeting. Council continued the public hearing to its meeting on January 16, 2013.

PUBLIC HEARING - SPECIAL EVENT LIQUOR PERMIT – NEW UTE THEATRE SOCIETY, INC./SYMPHONY IN THE VALLEY

Mayor Miller opened the public hearing and swore in Helen Rogers, President, New Ute Theatre Society, Inc. ("NUTS"), and David Merritt, President, Symphony in the Valley. Ms. Rogers and Mr. Merritt presented NUTS' application for a special event permit to provide liquor service at Symphony in the Valley's event at 501 Airport

Road on February 22, 2013 from 6:00 p.m. to 10:00 p.m. City Clerk Lisa Cain stated that the hearing was properly noticed, the application is complete, and the fees have been paid.

Councilor A. Lambert moved to approve the Special Event Liquor Permit for New Ute Theatre Society, Inc. at 501 Airport Road on February 22, 2013 from 6:00 p.m. to 10:00 p.m.; seconded by Councilor Carter.

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

PUBLIC HEARING - SPECIAL EVENT LIQUOR PERMIT – RIFLE REGIONAL ECONOMIC DEVELOPMENT CORPORATION ANNUAL MEETING

Mayor Miller opened the public hearing and swore in Julie Bjurstrom, Manager/Director, Rifle Regional Economic Development Corporation (“RREDC”). Ms. Bjurstrom presented RREDC's application for a special event permit to provide liquor service at its annual meeting at 501 Airport Road on January 17, 2013 from 5:00 p.m. to 7:00 p.m. Ms. Cain stated that the hearing was properly noticed, the application is complete, and the fees have been paid.

Councilor Winkler moved to approve the Special Event Liquor Permit for Rifle Regional Economic Development Corporation at 501 Airport Road on January 17, 2013 from 5:00 p.m. to 7:00 p.m.; seconded by Councilor Rice.

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

CONSIDER PROPERTY LEASE OF 139 RAILROAD AVENUE

Assistant City Manager/Director of Planning Matt Sturgeon, Ms. Bjurstrom, and Dana Ingram, Main Street Coordinator, explained that Rifle Main Street would like to utilize the former Sno-White Linen property at 139 Railroad Avenue for downtown special events throughout the year. The property owner is willing to lease the property to the City. 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.

Councilor K. Lambert moved to approve a Property Lease with 139 Railroad, LLC, with amendments recommended by City Attorney; seconded by Councilor A. Lambert.

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

RECEIVE MRI ANNUAL REPORT

Herman Aardsma and Don Van Devander, representing Mountain Refuse, Inc. (“MRI”), the City’s contracted provider of residential garbage and recycling collection services, presented MRI’s annual report.

CONSIDER AMENDING RIFLE MUNICIPAL CODE CHANGING REQUIREMENTS FOR VISITOR IMPROVEMENT FUND ADVISORY BOARD MEMBERSHIP - ORDINANCE NO. 24, SERIES OF 2012 – 1ST READING

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

City Manager John Hier informed Council that the City’s current rules for membership on the Visitor Improvements Fund Advisory Board (that all members except one member must be City residents) make it

difficult to attract and retain board members. Staff's recommendation was to allow Rifle business owners and their representatives who do not reside in the City limits to serve on the board.

Councilor Carter moved to approve Ordinance No. 24, Series of 2012, on first reading as presented and to order it to be published by title as required by Charter; seconded by Councilor Rice.

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

CONSIDER CONSTRUCTION MANAGEMENT CONTRACT AND OWNER'S REPRESENTATIVE FOR RIFLE REGIONAL WATER PURIFICATION FACILITY

Utilities Director Dick Deussen explained that the 2009 contract with Malcolm Pirnie Inc. 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 has now been defined assuming that the City will provide the Resident Engineer. The cost for these services totals a not-to-exceed amount of \$690,000. Mr. Deussen recommended that Council award construction engineering services to Malcolm Pirnie in an amount not to exceed \$690,000.

Mr. Deussen also recommended that Phil Vaughan Construction Management, Inc. be hired as an Owners Advisor to assist him and the Resident Engineer to avoid potential liability issues and conflicts between the contractor, design engineers, or the City. The not-to-exceed amount for these services would be \$203,750.

Councilor K. Lambert moved to award construction engineering services for the Rifle Regional Water Purification Facility to Malcolm Pirnie Inc. in an amount not to exceed \$690,000 over a 2-year period, and to authorize owner's advisor services to Phil Vaughan Construction Management Inc. in an amount not to exceed \$203,750 over a 2-year period; seconded by Councilor Carter.

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

CONSIDER EMERGENCY ORDINANCE AMENDING UTILITY RATES IN APPENDIX A TO THE RIFLE MUNICIPAL CODE - 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

Mr. Hier explained that since voters approved the sales and use tax increase to help pay the loan associated with the construction of a new water treatment plant, the City can lower 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. It is proposed as an emergency ordinance so it can have an effective date of January 1, 2013 when the new sales tax takes effect.

Mr. Neu informed Council that the ordinance also would do the following:

- Reduce the out-of-City rate from 200 percent of the in-City rate to 150 percent
- Enact a standby fee to charge properties that are connected to the City's utilities but not receiving service
- Delete several charges related to meter installation
- Increase the bulk water rate through the vending machine

Councilor A. Lambert moved to approve Ordinance No. 25, Series of 2012, as an emergency ordinance and to order it to be published in full as required by Charter; seconded by Councilor Sanborn.

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

ADMINISTRATIVE REPORTS

Mr. Hier reported to Council on the following issues: water treatment plant; roundabout design; Visitor Improvement Fund advertising; City finances; Rifle Bucks; annual reports from staff; and Mr. Braaten's service to the City.

Mr. Sturgeon and Police Chief John Dyer thanked staff members who assisted with snow removal following the recent storm.

COMMENTS FROM MAYOR AND COUNCIL

Merry Christmas and a Happy New Year!

Meeting adjourned at 8:07 p.m.

Lisa H. Cain
City Clerk

Jay D. Miller
Mayor

RIFLE CITY COUNCIL MEETING

Wednesday, January 2, 2013

REGULAR MEETING

7:00 p.m. * Council Chambers

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

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

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

OTHERS PRESENT: John Hier, City Manager; Matt Sturgeon, Assistant City Manager/Director of Planning; Kristy Christensen, Deputy City Clerk; Jim Neu, City Attorney; Michael Churchill, Channel 10 Assistant Manager; John Dyer, Police Chief; Rick Barth, City Engineer; Mike McKibbin; Rifle Football Team and Coaches.

CONSENT AGENDA - APPROVE THE FOLLOWING ITEMS:

- A. Posting Place for Public Meetings – Resolution No. 1, Series of 2013
- B. Memorandum of Agreement for Participation in the Colorado Department of Local Affairs' Main Street Program
- C. Accounts Payable
- D. Appointments to Visitor Improvement Fund Advisory Board

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

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

CITIZEN COMMENTS AND LIVE CALL-IN

There were no citizen comments or live call-ins.

PROCLAMATION – RIFLE HIGH SCHOOL BEARS FOOTBALL DAY (MAYOR MILLER)

The City Council presented the Rifle Bears Football team with the proclamation declaring Saturday, January 5, 2013 to be Rifle High School Bears Football Day. Council urges all students, parents, and citizens to join them in wearing blue and gold and displaying blue and gold in yards and businesses on January 5th to recognize the dedication and hard work of the Rifle High School Football Team. The proclamation was presented to the Rifle Bears Football Team and Coaches.

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

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

CONSIDER AMENDING RIFLE MUNICIPAL CODE CHANGING REQUIREMENTS FOR VISITOR IMPROVEMENT FUND ADVISORY BOARD MEMBERSHIP - ORDINANCE NO. 24, SERIES OF 2012 – 2nd READING

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

City Attorney Jim Neu informed Council that the City's current rules for membership on the Visitor Improvements Fund Advisory Board (that all members except one member must be City residents) make it difficult to attract and retain board members. Staff's recommendation was to allow Rifle business owners and their representatives who do not reside in the City limits to serve on the board.

Councilor K. Lambert moved to approve Ordinance No. 24, Series of 2012, on second reading as presented and to order it to be published in full as required by Charter; seconded by Councilor Rice.

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

CONSIDER CONSTRUCTION MANAGEMENT SERVICES FOR UTE THEATRE (JOHN HIER)

The City of Rifle will need services for bid preparations and solicitations as well as construction administration for the New Ute Theatre project when renovation occurs. Johnson - Carter Architects submitted a proposal to provide these services for \$14,000. Bighorn Engineering provided an amendment to their proposal for construction administration services for an additional \$2,500. The Council is cautious about making a fiscal commitment until more financial reports are completed and they have more information on the state of the economy, but would like to start with Request for Qualifications (RFQ) until the financial information becomes available.

Councilor Carter recused himself from this discussion and left the Council Chambers

Councilor A. Lambert moved to approve Johnson-Carter Architects as construction management for New Ute Theatre not to exceed 14,000 and Bighorn Engineering not to exceed \$2,500; seconded by Councilor Rice.

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

Councilor Carter returned to the Council Chambers

CONSIDER AGREEMENT WITH CHAMBER OF COMMERCE FOR ADVERTISING SERVICES (JOHN HIER)

The Visitor Improvement Fund Advisory Board (VIF) solicited proposals for an advertising program to promote the City of Rifle. Two proposals were received. One proposal was from the Rifle Area Chamber of Commerce and another proposal was from the Colorado Mountain News Media. The VIF Board recommended that the City accept the proposal from the Rifle Area Chamber of Commerce for the 2013 advertising and promotional program. The VIF Board requested the Chamber add two additional items to their marketing plan. They requested the Chamber include a promotional package and a promotion for golf. The VIF Board felt the Chamber's plan was more comprehensive and representative of what was requested. Cost of the plan is \$57,300, which is within the 2013 budget for City Promotions.

Councilor Carter moved to enter into a contract with Rifle Area Chamber of Commerce for marketing and advertising not to exceed \$57,300; seconded by Councilor Rice.

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

DISCUSS PROPOSED STREET IMPROVEMENT PROJECTS FOR 2013 (RICK BARTH)

City Engineer Rick Barth presented the Council with a list of potential projects for 2013.

ADMINISTRATIVE REPORTS

Mr. Hier reported to Council on the following issues: year-end reports, safety manual, street improvement plans for 2013, year-end finances, auditors will be here at City Hall next week, CML Legislative workshop is on February 20th. We may need to move the February 20th Council meeting because of the scheduling conflict with the CML Legislative workshop.

Police Chief John Dyer reported a quiet New Year's Eve.

COMMENTS FROM MAYOR AND COUNCIL

Councilors recognized the Rifle Bears Football team. They are proud of this group of people and their tremendous level of commitment. They also thanked the fans for the support they demonstrated during the playoffs.

Councilors wished everyone a Happy New Year

EXECUTIVE SESSION TO DISCUSS PERSONNEL MATTERS UNDER CRS 24-6-402(2)(F) AND NOT INVOLVING: (1) ANY SPECIFIC EMPLOYEES WHO HAVE REQUESTED DISCUSSION OF THE MATTER IN OPEN SESSION; (2) ANY MEMBER OF THIS BODY OR ANY ELECTED OFFICIAL; (3) THE APPOINTMENT OF ANY PERSON TO FILL AN OFFICE OF THIS BODY OR OF AN ELECTED OFFICIAL; OR (4) PERSONNEL POLICIES THAT DO NOT REQUIRE THE DISCUSSION OF MATTERS PERSONAL TO PARTICULAR EMPLOYEES

Councilor A. Lambert moved to adjourn to executive session to discuss personnel matters; seconded by Councilor K. Lambert (7:50 p.m.).

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

Upon return to open session following conclusion of the executive session, meeting adjourned at 8:22 p.m.

Kristy Christensen
Deputy City Clerk

Jay D. Miller
Mayor

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

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



From: Nathan Lindquist, Planner

To: Matt Sturgeon, Assistant City Manager

Date: January 10, 2013

Re: Approval of Contract for Phase 2 HUD/DOT Downtown Grant Consultants

REQUEST

Staff requests that Council approve the contract with lead consultant Charlier and Associates for the amount of \$337,505 for Phase 2 of the Downtown TOD Strategic Plan project.

BACKGROUND

In October 2010, through Rifle's participation in the Colorado Sustainable Main Streets Initiative, the City of Rifle was awarded a Community Challenge Planning Grant totaling \$806,618 from the U.S. Department of Transportation (DOT) and the U.S. Department of Housing and Urban Development (HUD).

In January 2012 lead consultant Charlier and Associates began the Phase 1 work which finished in December 2012. See the attached Action Plan for a summary of work completed. The Grant Project Steering Committee recommends continuation with Charlier and Associates for Phase 2 of the project. This is permitted under the City's sole source procurement procedures, as Charlier's knowledge of the project makes them uniquely qualified for the necessary professional services.

The contract amount for Phase 2 is \$337,505. See the attached Scope of Work and Budget.

AGREEMENT FOR PROFESSIONAL SERVICES

Project Description: City of Rifle TOD Strategic Plan

City of Rifle Project Number: _____

Charlier Associates, Inc. Project Number: RFC-001

Attachments:

Attachment A – Agreements between DOLA and the City of Rifle (HUD and DOT)

Attachment B – Project Team Budget

Attachment C – Project Scope of Work

Attachment D – Insurance Requirements

Form W-9

THIS AGREEMENT is entered into on January 16, 2012 between City of Rifle, Colorado (“Client”), located at 202 Railroad Avenue, Rifle, CO 81650 and Charlier Associates, Inc. (“Consultant”), located at 2511 31st St. Boulder, CO 80301.

1. SERVICES BY CONSULTANT

Consultant shall provide the professional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as Attachment C. Consultant warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the services in compliance with the provisions of this Agreement, including complying with the requirements of the HUD and DOT contracts (Attachment A), and all applicable laws and agrees to perform the services on the terms and conditions set forth herein. The Consultant shall furnish all services, labor and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement. As a specific component of its scope of work, Consultant shall provide services necessary for the Client to comply with the “Statement of Project” specified in the HUD and DOT contracts (Attachment A); Consultant’s work shall be carried out in a manner that complies with the rules and standards established by HUD and DOT, and Consultant shall deliver a final product that fulfills Client’s obligation to deliver a TOD Plan for downtown Rifle that includes specific components described in the “Statement of Project” found within (Attachment A).

2. INVOICING AND PAYMENT

- A. Client shall pay Consultant for such services on a time (hourly) basis per task, plus actual direct expenses, in accordance with the project budget (Attachment B). Invoices will be

submitted to Client monthly. Invoices will show fees and expenses by consulting firm by task and will include copies of receipts for any direct expenses.

- B. In accordance with Attachment B, Consultant's total budget is \$337,505. Consultant may not exceed the total labor or direct expense amounts shown in Attachment B without prior written approval of Client. Upon mutual written agreement between Client and Consultant, hours and budget allocations between tasks may be adjusted during the course of the project as needed.
- C. Consultant shall maintain time and expense records and provide them to Client upon request for three years in a format that is compatible with the HUD and DOT reporting requirements (Attachment A). Tasks and dollar amounts shall be broken out and assigned to the HUD and/or DOT contract.
- D. All invoices shall be paid by mailing a check within no more than 30 days after Client receives an invoice from Consultant.

Invoices should be mailed to:

Matt Sturgeon, Assistant City Manager
City of Rifle, Colorado
P.O. Box 1908
Rifle, Colorado 81650

Checks should be mailed to:

Charlier Associates, Inc.
Attn: Kelly Walker
2511 31st St.
Boulder, CO 80301

3. CHANGE ORDERS TO AGREEMENT AND TERMINATION OF AGREEMENT

- A. This Agreement, including the attachments, may be modified only with written consent by both parties (Consultant, Client).
- B. This Agreement may be terminated by either party upon 30 days' written notice, in which event all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to Client. Consultant shall be entitled to just and equitable compensation at the rate set forth in Attachment B for any work completed prior to the date of termination.

4. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of Client and may be used by Client as it sees fit.

5. INSURANCE AND OTHER DOCUMENTS

Consultant shall maintain commercial insurance as described in attachment D and follow instructions as to additional insured's, etc.

Insurance Certificates for Following:

Commercial General Liability

Automobile Liability

Workers' Compensation

Professional Liability

None – Client has waived insurance requirements due to:

It is required for Consultants to provide a Form W-9 to Client. A W-9 is attached.

I.R.S. Form W-9

6. RESOLUTION OF DISPUTES, GOVERNING LAW

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

7. LICENSES AND TAXES

The collection of any taxes and payments to any tax agency is the sole responsibility of the Consultant. Any licenses, permits, etc necessary or required to perform the duties under this contract are the sole responsibility of the Consultant to obtain.

8. INDEPENDENT CONTRACTOR

The parties agree that the Consultant shall be an independent contractor and shall not be an employee, agent, or servant of Client. Consultant is not entitled to workers' compensation benefits from Client and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.

9. WORK BY ILLEGAL ALIENS PROHIBITED

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

A. Consultant does not knowingly employ or contract with an illegal alien.

- B. Consultant shall not knowingly employ or contract with an illegal alien to perform works or enter into a contract with a subcontractor that fails to verify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- C. Consultant has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, “E-Verify”) in order to verify that Consultant does not employ illegal aliens. If Consultant is not accepted into E-Verify prior to entering into this Agreement, Consultant shall forthwith apply to participate in E-Verify and shall submit to Client written verification of such application within five (5) days of the date of this Agreement. Consultant shall continue to apply to participate in E-Verify, and shall certify such application to Client in writing, every three (3) months until Consultant is accepted or this Agreement is completed, whichever occurs first. This Paragraph 9 shall be null and void if E-Verify is discontinued.
- D. Consultant shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- E. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Consultant shall be required to:
 - (i) notify the subcontractor and Client within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- F. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.
- G. If Consultant violates this Paragraph, Client may terminate this Agreement for breach of contract. If this Agreement is so terminated, Consultant shall be liable for actual and consequential damages to Client arising out of said violation.

10. INDEMNIFICATION

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

11. MISCELLANEOUS

- A. Agreement Subject to Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of Client, it shall be subject to annual appropriation pursuant to the City of Rifle Municipal Code and Article X, Section 20 of the Colorado Constitution. Client shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.
- B. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*
- C. Assignment. Consultant shall not assign this Agreement without Client’s prior written consent.
- D. Attorneys Fees. Should this Agreement become the subject of litigation between Client and Consultant, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys’ fees and expert witness fees. All rights concerning remedies and/or attorneys’ fees shall survive any termination of this Agreement.

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

CONSULTANT (Charlier Assoc Inc.)

CLIENT (City of Rifle, Colorado)

BY: _____
NAME: James Charlier
TITLE: President

BY: _____
NAME: Jay Miller
TITLE: Mayor

**Attachment A:
Agreements between City of Rifle and Colorado
Department of Local Affairs:**

STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS
DOT NATIONAL INFRASTRUCTURE INVESTMENTS DISCRETIONARY
GRANT PROGRAM (TIGER II)
DIVISION OF LOCAL GOVERNMENT GRANT AGREEMENT
with
CITY OF RIFLE

and

STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS
HUD COMMUNITY CHALLENGE PLANNING GRANT (HUDC)
DIVISION OF LOCAL GOVERNMENT GRANT AGREEMENT
with
CITY OF RIFLE

Attachment B: Project Team Budget

Attachment C: Project Team Scope of Work

Attachment D: Insurance Requirements

- A. Comprehensive General Liability Insurance. Consultant shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Consultant and naming Client as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of the Services with at least One Million Dollars (\$1,000,000) each occurrence. The limits of said insurance shall not, however, limit the liability of Consultant hereunder.
- B. Comprehensive Automobile Liability Insurance. Consultant shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Consultant and naming Client as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Consultant which are used in connection with the Project, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least One Million Dollars (\$1,000,000). The limits of said insurance shall not, however, limit the liability of Consultant hereunder.
- C. Terms of Insurance.
- (i) Insurance required by this Agreement shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than "+3" as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as Consultant deems reasonable for the Services. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to Client. Consultant shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Consultant changes to "occurrence," Consultant shall carry a six (6)-month tail. Consultant shall not do or permit to be done anything that shall invalidate the policies.

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

- D. Workers Compensation and Other Insurance. During the term of this Agreement, Consultant shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law.

- E. Evidence of Coverage. Before commencing work under this Agreement, Consultant shall furnish to Client certificates of insurance policies evidencing insurance coverage required by this Agreement. Consultant understands and agrees that Client shall not be obligated under this Agreement until Consultant furnishes such certificates of insurance.



November 26, 2012

Mr. Nathan Lindquist
Department of Planning and Development
City of Rifle, Colorado
202 Railroad Ave.
Rifle, CO 81650

Via Email: nlindquist@rifleco.org

Dear Mr. Lindquist,

I am pleased to submit this proposal to provide professional services for Phase II of the Rifle Downtown TOD Strategic Plan.

Included in the proposal are a scope of services, project budget and project schedule. These were presented to the Grant Project Steering Committee earlier this month. Minor changes have been made to the text for clarification and in response to points raised at the GPSC meeting.

I would be pleased to make changes or adjustments to this as required. Thank you.

Sincerely,



James F. Charlier, President

Task 1. Integrated Strategic Plan (ISP)

This is the final product called for in the federal agencies' agreement with DOLA. The ISP will contain an expanded, final version of the Action Plan, with maps, tables, cross section drawings and explanatory text. Many of the special reports and documents created by the project will become appendices to the ISP. The bike system plan (1.2) will be a new product of Phase II.

Task 1.1. Updated Action Plan. The Action Plan will be updated throughout Phase II of the project, culminating in the final version contained in the Integrated Strategic Plan. The Action Plan will serve as a database of infrastructure projects and programs for the City to pursue over time.

Task 1.2. Bicycle System Plan. This city-wide plan will identify and classify current bicycling facilities in Rifle. The plan will address how to make downtown Rifle the central node in a city-wide and regional trail network. A future network of bicycling corridors will be mapped and prioritized. For each corridor, the plan will identify which of the three principal facility types – multi-use trail, on-street bike lane, bicycle route – should be the preferred treatment.

Task 1.3. Strategic Plan Document. This will be, in effect, the final report of the project, as well as the blueprint for moving forward. In addition to the Action Plan, the ISP will contain: a summary of the market study; a summary of the long term transit system development strategy; changes to ordinances and city policies that are required to implement the plan (if any); and funding options for capital projects and other implementation components.

Task 4. Support Services. Routine management and administrative tasks associated with project management.

Task 1 Deliverables:

- Final Action Plan (Excel spreadsheet format)
- Bicycle System Plan (In Design/PDF format)
- Draft and Final Integrated Strategic Plan (In Design/PDF format)

Task 2. Project Development Support

This task will provide technical support on strategic topics, including development of Energy Village concepts, development of alternative district structures for downtown, and the text, graphics, maps and drawings the City will need for use in preparing project grant applications.

Task 2.1. Project Definition. This includes development of data, text, graphics, maps, drawings and other information needed by the City and various grant agencies for use in programming projects for funding.

Task 2.2. District Feasibility Study. This will evaluate the full range of available techniques and strategies for funding infrastructure projects and related services in downtown Rifle. Potential district types (GID, BID, URA, etc.) will be examined and compared based, in part, on preliminary estimates of revenue capacity.

Task 2.3. Opportunity Site Prospectuses. The consultant will prepare three (3) prospectus pamphlets for use in approaching potential opportunity site developers.

Task 2.4. Housing Finance. This task will provide technical support to the City for the identification program options, development financing structures, and related strategic components of potential housing development projects in downtown.

Task 2 Deliverables:

- District Feasibility Study (Word document)
- Three (3) Opportunity Site Prospectus (In Design/PDF format)



Task 3. Site Design

This task will provide continued technical assistance to the City as it works with land owners and property developers to advance development activities on the five priority opportunity sites identified in Phase I, as well as on other potential infill and redevelopment sites within downtown Rifle that are consistent with the City's planning efforts. Both subtasks below describe services that will be provided on an "as-needed" basis, up to the amount budgeted.

Task 3.1. Land Owner Coordination. Consultant will help the City prepare for meetings with affected property owners and developers by providing data, maps and graphics, and other information as required. Consultant will participate in meetings and will otherwise support a continued, positive communication process with private parties associated with the various opportunity sites.

Task 3.2. Site Plan Drawings. Consultant will revise, update and keep current the five major opportunity site concept plans developed during Phase I, based on direction from the City as well as on coordination with the land owners and developers.

Task 3 Deliverables:

- Updated site plan drawings as needed

Task 4. Conceptual Design with Planning and Environmental Linkages (PEL)

This task will provide conceptual and preliminary engineering services (10% - 30% plans) for high priority projects shown in the Action Plan. Subtask 4.1 describes services that will be provided on an "as-needed" basis, up to the amount budgeted. Subtask 4.2 will be completed for every project in the final Action Plan.

Task 4.1. Conceptual Engineering and Design. The consultant will provide engineering analyses and plan drawings for the highest priority projects in the Action Plan, including: street cross sections; perspectives; drainage plans; preliminary estimates of quantities and costs; and, other technical analyses required in support of developing concept plans for these projects. The objective is to have project plans complete enough to support grant applications for final design and construction.

Task 4.2. Planning and Environmental Linkages. The consultant will support the City in a cooperative effort with Colorado DOT and FHWA to identify the likely environmental processing required for each project in the Action Plan – whether EA, EIS, or other specific permit (COE 404, Sec. 4F, Sec. 106, etc.). The consultant will prepare documentation, including drawings, technical analysis, and cost/quantities estimates as required to classify the Action Plan projects according to the environmental processing and clearances that will be required by federal and state laws and rules.

Task 4 Deliverables:

- Conceptual design plan drawings for highest priority Action Plan projects
- Draft and Final Planning and Environmental Linkages Report (Text document)

Task 5. Outreach

This task includes continuation of the project oversight, regional coordination meetings and events, local public workshop events and the 3D Academy.

Task 5.1. Grant Project Steering Committee. The GPSC will continue to meet on a periodic basis as required during Phase II. Consultant will provide support to the process, including preparation of agendas and attachments, meeting minutes, and meeting facilitation.

Task 5.2. Rifle 3D Academy. The consultant will initiate, in coordination with the City, a second phase of the Rifle 3D Academy.



Task 5.3. Rifle Local and Regional Events. The consultant will work with the City to schedule, prepare for and conduct local workshops and meetings as required to support progress on Action Plan implementation. (Assume two major workshops.)

Task 5.4. Products. The consultant will prepare video documentation of the project and various printed products.

Task 5 Deliverables:

- Grant Project Steering Committee agenda packages and meeting notes



Project Budget

<i>Source of Funds:</i>		DOT	HUD	TOTAL
Task 1. Integrated Strategic Plan				
1.1	Updated Action Plan	\$1,505.00	\$8,000.00	\$9,505.00
1.2	Bike System Plan	\$0.00	\$25,000.00	\$25,000.00
1.3	Strategic Plan Document	\$0.00	\$15,000.00	\$15,000.00
1.4	Support Services	\$0.00	\$5,000.00	\$5,000.00
TOTAL TASK 1		\$1,505.00	\$53,000.00	\$54,505.00
Task 2. Project Development Support				
2.1	Project Definition	\$5,000.00	\$7,500.00	\$12,500.00
2.2	District Feasibility Study	\$0.00	\$20,000.00	\$20,000.00
2.3	Opportunity Site Prospectuses	\$0.00	\$5,000.00	\$5,000.00
2.4	Housing Finance	\$0.00	\$10,000.00	\$10,000.00
TOTAL TASK 2		\$5,000.00	\$42,500.00	\$47,500.00
Task 3. Site Design				
3.1	Land Owner Coordination	\$0.00	\$5,000.00	\$5,000.00
3.2	Site Plan Drawings	\$0.00	\$20,000.00	\$20,000.00
TOTAL TASK 3		\$0.00	\$25,000.00	\$25,000.00
Task 4. Infrastructure Design & PEL				
4.1	Conceptual Engineering	\$160,175.00	\$0.00	\$160,175.00
4.2	PEL	\$20,000.00	\$0.00	\$20,000.00
TOTAL TASK 4		\$180,175.00	\$0.00	\$180,175.00
Task 5. Outreach				
5.1	GPSC	\$5,104.50	\$3,220.50	\$8,325.00
5.2	Rifle 3D Academy	\$0.00	\$2,500.00	\$2,500.00
5.3	Rifle Local Events	\$1,000.00	\$7,500.00	\$8,500.00
5.4	Products	\$0.00	\$11,000.00	\$11,000.00
TOTAL TASK 5		\$6,104.50	\$24,220.50	\$30,325.00
TOTAL ALL TASKS		\$192,784.50	\$144,720.50	\$337,505.00

Action Plan

Downtown Rifle Transit Oriented Development Strategic Plan

Downtown Rifle's Transformation

Rifle has made great progress toward transforming its downtown into a vibrant destination for culture and commerce as envisioned by the Downtown Master Plan. Recent improvements include Centennial Park, the new Rifle Library, the New Ute Theater façade renovation, Brenden Theaters, and events like the Summer Concert Series. To continue this momentum, the Downtown Rifle Transit Oriented Development Strategic Plan identifies several projects designed to enhance downtown activity, improve the pedestrian and consumer experience, create a greater sense of place, and catalyze development and investment in the downtown. These projects are detailed in a focused Action Plan that identifies resources and specific implementation steps needed to get them off the ground or "shovel ready" for future funding and investment.



EMERGING OPPORTUNITIES

The City of Rifle is working closely with the community members, and a team of designers and economists to identify ways to revitalize the downtown. The emerging opportunities described below informed the projects that are detailed in the Action Plan.

■ **Transit Oriented Development (TOD)**

Downtown Rifle is emerging as a model for rural TOD planning. Commercial and residential infill opportunities are aligned with pedestrian, bicycle and transit planning to implement the City's goal of creating an economic center that is well connected to the larger region.

■ **Catalytic Redevelopment**

A market assessment identified opportunity sites that have the potential to positively impact other sites in the downtown area, triggering further public and private investment.

■ **District-wide Utility Systems**

Utilities such as storm water detention, parking and energy generation can be implemented as district-wide services in the downtown. As shared facilities this can remove obstacles to development.

■ **Connecting to the Colorado River and Rifle Creek**

One of Rifle's greatest assets is its unique location along the Colorado River and Rifle Creek. The action plan identifies projects that build on citizen's desire to connect the downtown to these natural assets.

■ **Prioritizing the Pedestrian**

Rifle's small block structure and gridded-street network provide a great opportunity - with modest improvements - to create a lively pedestrian place where people can come to shop, eat, stroll, and linger.



ACTION PLAN OVERVIEW

HIGH PRIORITY PROJECTS

The Action Plan identifies over 20 individual projects in downtown Rifle to be implemented at various time periods over the next 15-20 years. Each of these projects build on the emerging opportunities identified over the past year.

Over the next year, Rifle will be working toward implementing **three high priority projects** that will further several initiatives in the Action Plan. These projects were chosen because of their implementation feasibility and the immediate positive impact they would have on downtown.



1 9 10 11 Creekside South Residential Development

BRINGING WORKFORCE HOUSING AND ACTIVE LIVING DOWNTOWN

Adjacent to Rifle Creek and behind the newly constructed Brenden Theater, this site was identified as one of the most feasible near-term opportunities to develop **affordable, workforce housing downtown**. The City is working closely with the landowner and is actively seeking finance opportunities. Several action plan projects are integral to supporting this compact, infill housing opportunity.

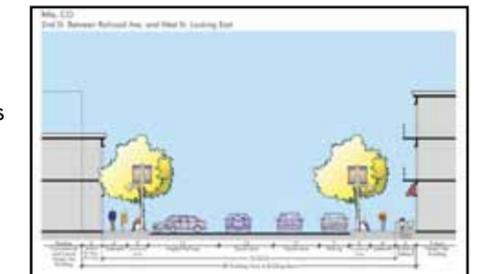


- **Park Avenue Extension** (Action Plan Project #1) This project would extend Park Avenue three blocks south to US 6 providing access to the development site and **improving connectivity** downtown.
- **Rifle Creek Rehabilitation, Multiuse Trail Extension, and Missing Trail Connection** (Action Plan Project #9, #10, and #11) These three Action Plan projects would support **active living** by further integrating the scenic Rifle Creek corridor into the downtown landscape. South of Third Street this would include transforming a neglected part of the creek into a valuable **recreational corridor**, and expanding a multiuse trail network that would eventually connect to the Colorado River.

2 2nd Street Pedestrian Corridor

DOWNTOWN RIFLE'S NEXT GREAT PEDESTRIAN AND COMMERCIAL MIXED-USE STREET

The design charrette and public process identified Second Street as an important, yet underutilized street with potential to complement Third and Fourth Street and create a critical mass of activity that captures a larger share of the regional market. The street is well positioned between the City's most recent large scale downtown investments, the new Brenden Theater and the new library, making it an ideal pedestrian corridor. This area, flanked by underused buildings and vacant lots, presents a tremendous opportunity for **mixed-use commercial infill development**.

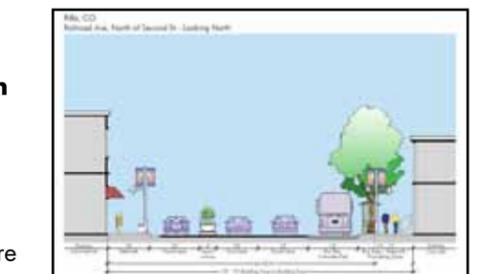


Improvements on Second Street (Action Plan Project #2) are needed before new development can take place, including new drainage, on-street parking, sidewalks, curb extensions, event hookups for outdoor markets and festivals, landscaping, signs, lights, and other pedestrian features.

3 Railroad Ave. Streetscape & Pedestrian Improvements

TRANSFORMING RIFLE'S "MAIN" STREET INTO A MULTIMODAL AUTO, PEDESTRIAN AND TRANSIT CORRIDOR

Railroad Avenue is the main north-south arterial through Rifle, and acts as the gateway for the downtown. This project (Action Plan Project #3) would include streetscape and façade improvements to **enhance the pedestrian experience**. Given the high visibility of this street, improvements along this corridor would act as a catalyst, triggering additional businesses to locate downtown. Railroad Avenue is also both the existing and planned transit corridor through Rifle. Street improvements would include **transit-ready design**, that supports expansion of the existing regional transit service, future Bus Rapid Transit and local circulator buses.





Small Opportunity Site Projects

Three smaller projects that would potentially have a large impact on Downtown Rifle emerged from a "mini-charrette" that was held in October 2012.

■ County Building

Located in the heart of downtown Rifle, this project would include design treatments to enhance the historic character of the building while significantly improving its energy efficiency, making it a model for Net Zero existing building renovations. The design also includes additional office space that would allow the County to retain a significant employment presence downtown, adding an increase in the daily foot traffic that is critical to the success of Third Street.



■ Gateway Intersection

This streetscape project at Rifle's gateway intersection would improve pedestrian circulation, transit access, and welcome people entering downtown.

■ Rifle Creek Corridor

This multiuse trail project would improve pedestrian and bicycle connectivity into downtown and activate park space along Rifle Creek.



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11/2012

NEXT STEPS

Implementation is the focus of 2013 in order to bring the highest priority projects that emerged from the strategic planning process to the "shovel-ready" stage. The next steps identified below will help realize on the ground results in the next few years.

- Conduct preliminary engineering for high priority projects (identified on page 3)
- Identify funding sources for high priority projects
- Develop a bike system plan connecting downtown to the community and region
- Design a downtown storm water system
- Expand community engagement
- Market the downtown as a regional destination

For more information about the Downtown Rifle TOD Strategic Plan and related activities visit www.downtownrifle.net

www.downtownrifle.net

Nathan Lindquist, *Planner*
 n.lindquist@riflenco.org
 (970) 665-6497
 202 Railroad Avenue
 Rifle, Colorado 81650





Date: January 8, 2013
To: John Hier, City Manager
From: Aleks Briedis, Recreation Director
RE: PRAB Member Appointments

Two Parks and Recreation Advisory Board members' terms expire at the end of January. The two expiring members are Betty Fitzgibbons and Wilma Paddock. Staff advertised the board openings in the Citizen Telegram's public notice section and our web site and did not receive any applications.

However, both Betty and Wilma would like to be re-appointed for another term.

Attached is a list the current members with their term dates.

Staff recommends re-appointing Betty Fitzgibbons and Wilma Paddock to the Parks & Recreation Advisory Board with terms ending January 31, 2016.



Rifle Parks and Recreation Advisory Board Terms

February 12

<u>Name</u>	<u>Term Expires</u>
Wilma Paddock	January 2013
Michael Churchill	January 2015
Christi Gray	January 2015
Ryan Mackley	January 2014
Betty Fitzgibbons	January 2013
Tom Stuver	January 2014
Ed Weiss	January 2015
Sara Brainard – Alternate	January 2014

DESIGNATION OF REPRESENTATIVE TO COUNTY HEALTH POOL

WHEREAS, the governing body of the City of Rifle (“Public Entity”) is advised that the business to be conducted at Members’ Meetings of the County Health Pool must be transacted by the Official Representative of each Member; NOW, THEREFORE, BE IT RESOLVED, that the governing body of the City of Rifle (“Public Entity”), hereby and herewith: designates the following individual as its Official Representative to all County Health Pool Members’ meetings;

NAME: Lisa Cain

TITLE: City Clerk / Human Resources

ADDRESS: 202 Railroad Avenue, Rifle CO 81650

PHONE: (970) 665-6405 EMAIL: lcain@rifleco.org

If applicable, the Designated Alternate Representative is;

NAME: John Hier, City Manager

PUBLIC ENTITY DESIGNATED CORRESPONDENT (individual(s) that will receive monthly billing invoices and other general correspondences intended for distribution to employees)

NAME: Tina Sandoval

NAME: Lisa Cain

TITLE: Payroll Clerk

TITLE: City Clerk / HR Director

202 Railroad Avenue

202 Railroad Avenue

ADDRESS: Rifle CO 81650

ADDRESS: Rifle CO 81650

PHONE: (970) 665-6444

PHONE: (970) 665-6405

EMAIL: tsandoval@rifleco.org

EMAIL: lcain@rifleco.org

COMPLETED BY: _____

(MUST be completed and signed by governing body)

DATE: _____





MEMORANDUM
FINANCE DEPARTMENT

To: John Hier, City Manager
From: Charles Kelty, Finance Director
Date: January 10, 2013
Re: 2012 Audit Engagement Letter

Attached is the Holscher, Mayberry & Company, LLC 2012 Audit Engagement Letter for your review. The audit fees are set at an amount not to exceed \$13,250. Interim audit fieldwork began on January 7th with the main audit fieldwork scheduled for the week of April 8th. Audited financial statements will be issued no later than June 30, 2013.

Also enclosed is a letter providing City Council with Mr. Mayberry's contact information. Council may contact Holscher, Mayberry & Company, LLC directly with any concerns and/or questions.

I respectfully request City Council's approval to sign the 2012 Engagement Letter.

If you have any questions please call me at x449.

Thank You



Holscher, Mayberry & Company, LLC

Certified Public Accountants

Member of the American Institute of Certified Public Accountants
Governmental Audit Quality Center
and Private Company Practice Section

January 7, 2013

To the City Council
City of Rifle

We are engaged to audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Rifle for the year ended December 31, 2012. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process. If you have any questions or concerns that you would like for us to include as part of our audit procedures, please feel free to contact us directly.

Our Responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated January 7, 2013, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

Other Information in Documents Containing Audited Financial Statements

Our responsibility for the supplementary information accompanying the financial statements, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Planned Scope and Timing of the Audit

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will communicate our significant findings at the conclusion of the audit. We will also communicate any internal control related matters that are required to be communicated under professional standards.

We expect to begin our audit on approximately January 7, 2013 and issue our report no later than June 30, 2013.

This information is intended solely for the use of the Board of Education and management of the City of Rifle and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,



Timothy P. Mayberry, Principal
Holscher, Mayberry & Company, LLC
(303) 906-0744 Direct
tpmayberry@hmcpcas.biz

Holscher, Mayberry & Company, LLC

Certified Public Accountants

Member of the American Institute of Certified Public Accountants
Governmental Audit Quality Center
and Private Company Practice Section

January 7, 2013

City of Rifle
P.O. Box 1908
202 Railroad Avenue
Rifle, CO 81650

We are pleased to confirm our understanding of the services we are to provide the City of Rifle for the year ended December 31 2012. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the entity's basic financial statements, of the City of Rifle as of and for the year ended December 31, 2012. The following supplementary information accompanying the basic financial statements is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

Also, the following additional information accompanying the basic financial statements will be subjected to the auditing procedures applied in our audit of the financial statements upon which we will provide an opinion in relation to the basic financial statements:

1) Schedule of expenditures of federal awards.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the audit committee, management, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with U.S. generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal control and for compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles, and that federal award programs are managed in compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making all financial records and related information available to us, including any significant vendor relationships in which the vendor has the responsibility for program compliance. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Rifle and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud, or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud or illegal acts affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

As part of the audit, we will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes. In accordance with *Government Auditing Standards*, you will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse. As required by the Single Audit Act Amendments of 1996 and OMB Circular A-133, our audit will include tests of transactions related to major federal award programs for compliance with applicable laws and regulations and the provisions of contracts and agreements.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

In planning and performing our audit, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinions on the City of Rifle's financial statements and on its compliance with requirements applicable to major programs.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls relative to the financial statements are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, we will inform the governing body or audit committee of any matters involving internal control and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgment, could adversely affect the entity's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. We will also inform you of any nonreportable conditions or other matters involving internal control, if any, as required by *Government Auditing Standards* and OMB Circular A-133.

Audit Procedures—Compliance

Our audit will be conducted in accordance with the standards referred to in the section titled Audit Objectives. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Rifle's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of the applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Rifle's major programs. The purpose of those procedures will be to express an opinion on the City of Rifle's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We understand that as part of your audit, we may prepare adjusting journal entries necessary to convert your cash basis records to the accrual basis of accounting and acknowledge that you will be required to review and approve those entries.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide copies and an original and print-ready master of our reports to the City of Rifle; however, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit.

The audit documentation for this engagement is the property of Holscher, Mayberry & Company, LLC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the Department of Local Affairs or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Holscher, Mayberry & Company, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the Department of Local Affairs. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately January 7, 2013 and to issue our reports no later than June 30, 2013. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$13,250. If a Single Audit is not required, the fee will be reduced to \$11,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above

fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. As a newly reorganized firm, we will not have a completed peer review report for Holscher, Mayberry & Company, LLC until after completion of our first year under the new firm name.

We appreciate the opportunity to be of service to the City of Rifle and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



RESPONSE:

This letter correctly sets forth the understanding of the City of Rifle.

By:

Title:

Date:



MEMORANDUM

To: John Hier, City Manager
 From: Charles Kelty, Finance Director
 Date: January 7, 2013
 Subject: November 2012 Sales, Use, and Lodging Tax Report

Total Sales, Use, and Lodging Tax revenues, for the eleven months' ending November 30, 2012, is \$6,381,038, a 1.3% decrease from the previous year's \$6,465,290.

Sales tax revenues are \$5,746,644 a 0.8% decrease from the previous year's \$5,794,067. Building and Motor Vehicle Use Tax revenues are \$531,409, a 3.2% decrease from the previous year's \$549,083. Lodging Taxes revenues are \$102,986 a 15.6% decrease from the previous year's \$122,140.

**Sales Tax Report
 Prior Year Comparison**

Business Category	For Sales in November			Year-to-Date		
	2011	2012	% Change	2011	2012	% Change
Bars and Restaurants	\$ 51,078	\$ 46,633	-9%	\$ 579,014	\$ 595,370	3%
Car Parts and Sales	42,708	36,777	-14%	426,096	426,058	0%
Food	69,739	67,549	-3%	784,812	777,457	-1%
General Retail	213,479	204,049	-4%	2,269,667	2,228,483	-2%
Hardware	18,173	19,223	6%	311,629	342,886	10%
Liquor Stores	16,028	13,975	-13%	172,140	163,127	-5%
Motels	13,316	9,947	-25%	173,273	151,600	-13%
Oil & Gas	54,054	14,337	-73%	471,710	453,784	-4%
Leasing/Misc	4,340	10,312	138%	99,392	131,095	32%
Utilities	56,078	37,896	-32%	506,333	476,783	-6%
Total	\$ 538,992	\$ 460,698	-15%	\$ 5,794,067	\$ 5,746,644	-1%



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

Business Category	For Sales in November			Year-to-Date		
	2011	2012	% Change	2011	2012	% Change
Building Use Taxes	\$5,282	\$456	-91%	\$190,969	\$77,605	-59%
Motor Vehicle Use Taxes	27,610	38,319	39%	358,114	453,804	27%
Total Use Tax	\$ 32,892	\$ 38,775	18%	\$ 549,083	\$ 531,409	-3%

**Lodging Taxes
Prior Year Comparison**

Business Category	For Sales in November			Year-to-Date		
	2011	2012	% Change	2011	2012	% Change
Lodging Taxes	\$9,439	\$7,035	-25%	\$122,140	\$102,986	-16%
Total Lodging Tax	\$ 9,439	\$ 7,035	-25%	\$ 122,140	\$ 102,986	-16%

Total Sales, Use, Lodging Taxes	\$ 581,323	\$ 506,508	-13%	\$ 6,465,290	\$ 6,381,038	-1%
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MEMORANDUM

To: John Hier, City Manager
From: Charles Kelty, Finance Director
Date: January 10, 2013
Subject: November 2012 Financial Reports

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

Page 1 **General Fund Revenues** – Total revenues are \$7,935,777, which compared to the prior year's \$7,951,922 is \$16,145 and 0.2% lower. Sales and Use Tax revenues year-to-date are approximately 1% less than previous year.

General Fund Expenditures – Total expenditures are \$7,717,137, which compared to the prior year's \$7,701,887 is \$15,250 and 0.2% higher. Two grants (HUD and DOT) have incurred expenses during 2012, which are included in the Planning Department.

Page 2 **Visitor Improvement Fund** – Total revenues are \$104,439, which compared to the prior year's \$123,992 is \$19,553 and 16% lower. Total expenses are \$184,420, which compared to the prior year's \$113,944 is \$70,476 and 62% higher.

Page 3 **Parks & Recreation Fund Revenues** – Total revenues are \$2,228,629, which compared to the prior year's \$2,302,840 is \$74,211 and 3% less.

Parks & Recreation Fund Expenditures – Expenditures are \$2,362,997, which compared to the prior year's \$2,332,292 is \$30,705 and 1% higher.

Page 4 **Water Fund Revenues** – Overall, revenues are \$27,817,089, which compared to the prior year's \$2,925,799 is \$24,891,290 higher. The main reason for the revenue increase is the \$25 million Water Treatment Plant Construction project loan closed in August. Additionally, water user fees increased on September 1 to help fund the debt service of the loan. Operating revenues were 27% higher than the prior year. Water rights revenues were 51% less than prior year. Capital revenues were \$24,355,598 more than the prior year.

Water Fund Expenses – Overall, total expenses are \$3,133,836, which compared to the prior year of \$3,208,796 is \$74,960 and 2% lower. Operating and Maintenance expenses are 8% higher than last year. Water rights expenses are 6% less than last year. Water System Improvements (Capital) expenses is 24% less than last year.

Page 5 **Wastewater Fund Revenue** – Total revenues are \$2,577,160, which compared to the prior year's \$2,390,835 is \$186,325 and 8% higher. Operating Revenues are 16% higher and Capital Revenues are 34% less than prior year.

Wastewater Expenses – Total expenses were \$2,631,806, which compared to the prior year's \$2,771,438 is \$139,632 and 5% less.

Page 6

Sanitation Fund Revenues – Total revenues are \$443,417, which compared to the prior year's \$889,871 is \$446,454 less. The reason for the decrease in revenues this year is due to the fact the City of Rifle outsourced the sanitation pick-up services to MRI, Inc. As part of the agreement, MRI, Inc. purchased the sanitation trucks; gain on sale of those assets posted in November 2011.

Sanitation Fund Expenses – Total expenses are \$450,939, which compared to the prior year's \$496,193 is \$45,254 and 9% less.

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2012

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
GENERAL REVENUES	7,445,079.00	469,298.43	7,935,777.29	(490,698.29)	7,951,922.17
	7,445,079.00	469,298.43	7,935,777.29	(490,698.29)	7,951,922.17
<u>EXPENDITURES</u>					
MAYOR/COUNCIL	82,250.00	5,701.43	62,802.76	19,447.24	63,775.03
CITY CLERK	163,237.00	12,218.33	149,259.83	13,977.17	140,315.64
MUNICIPAL COURT	182,794.00	11,246.15	153,544.93	29,249.07	152,158.95
CITY MANAGER	172,633.00	13,573.36	164,020.80	8,612.20	157,100.35
GOVERNMENT AFFAIRS	155,964.00	9,253.34	125,089.71	30,874.29	128,049.19
FINANCE	466,224.00	33,972.09	422,310.45	43,913.55	383,614.41
ATTORNEY	224,500.00	18,833.95	222,148.47	2,351.53	223,227.32
PLANNING/ZONING	875,316.00	119,291.32	779,833.11	95,482.89	367,440.92
CITY HALL	184,027.00	11,759.24	151,377.73	32,649.27	125,440.25
GROUNDS AND FACILITY MAINT.	69,536.00	2,869.45	40,808.09	28,727.91	28,049.27
COMMUNITY ACCESS TV	119,360.00	10,512.56	106,684.42	12,675.58	107,443.51
POLICE	2,410,146.00	185,941.54	2,092,492.52	317,653.48	2,044,667.57
JUSTICE CENTER BLDG. OPERATION	1,572,202.00	142,553.65	361,543.96	1,210,658.04	363,247.12
BUILDING INSPECTIONS	150,125.00	11,972.52	130,232.35	19,892.65	134,433.33
STREETS	1,143,580.00	62,938.68	1,099,341.54	44,238.46	767,677.24
CONSTRUCTION CREW - INHOUSE	211,601.00	7,071.31	184,313.59	27,287.41	160,537.39
PUBLIC WORKS	202,414.00	22,599.36	215,814.00	(13,400.00)	198,389.49
ANIMAL SHELTER	91,303.00	(1,436.52)	85,841.23	5,461.77	83,121.28
CEMETERY O & H	69,181.00	10,926.35	61,405.64	7,775.36	57,379.45
SENIOR CENTER	460,496.00	30,378.70	441,712.12	18,783.88	384,070.71
NON DEPARTMENTAL	530,219.00	39,879.63	376,559.28	153,659.72	476,748.28
OPERATING TRANSFERS OUT	566,089.00	.00	290,000.00	276,089.00	1,155,000.00
	10,103,197.00	762,056.44	7,717,136.53	2,386,060.47	7,701,886.70
	(2,658,118.00)	(292,758.01)	218,640.76	(2,876,758.76)	250,035.47

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2012

VISITOR IMPROVEMENT FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
VISITOR IMPROVEMENT	135,876.00	7,138.02	104,439.16	31,436.84	123,992.49
	135,876.00	7,138.02	104,439.16	31,436.84	123,992.49
<u>EXPENDITURES</u>					
VISITOR IMPROVEMENT	249,392.00	850.21	184,420.30	64,971.70	113,943.87
	249,392.00	850.21	184,420.30	64,971.70	113,943.87
	(113,516.00)	6,287.81	(79,981.14)	(33,534.86)	10,048.62

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2012

PARKS & RECREATION

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
PARKS AND REC REVENUE	2,956,799.00	169,448.03	2,228,629.48	728,169.52	2,302,839.65
	2,956,799.00	169,448.03	2,228,629.48	728,169.52	2,302,839.65
<u>EXPENDITURES</u>					
RECREATION	481,988.00	28,496.58	444,012.87	37,975.13	545,494.45
POOL	206,711.00	368.66	200,152.89	6,558.11	195,180.93
RIFLE FITNESS CENTER	384,157.00	21,658.70	268,719.80	115,437.20	136,992.12
COMMUNITY EVENTS	97,602.00	4,550.08	81,256.51	16,345.49	.00
PARK MAINTENANCE	1,037,424.00	73,364.36	918,091.12	119,332.88	825,874.11
PARKS CAPITAL	344,827.00	161,163.80	323,262.72	21,564.28	482,496.09
NON-DEPARTMENTAL	93,810.00	1,689.97	64,622.48	29,187.52	84,913.78
OPERATING TRANSFER OUT	71,917.00	2,114.50	62,878.70	9,038.30	61,340.62
	2,718,436.00	293,406.65	2,362,997.09	355,438.91	2,332,292.10
	238,363.00	(123,958.62)	(134,367.61)	372,730.61	(29,452.45)

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2012

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WATER REVENUE	2,387,389.00	210,668.53	2,699,104.42	(311,715.42)	2,133,164.49
WATER RIGHTS REVENUE	64,500.00	139.87	29,381.85	35,118.15	59,629.29
CAPITAL REVENUE	7,962,000.00	1,365.58	25,088,602.86	(17,126,602.86)	733,004.91
	<u>10,413,889.00</u>	<u>212,173.98</u>	<u>27,817,089.13</u>	<u>(17,403,200.13)</u>	<u>2,925,798.69</u>
<u>EXPENDITURES</u>					
WATER O&H	1,881,772.00	117,335.50	2,229,185.29	(347,413.29)	2,054,595.01
WATER RIGHTS	134,000.00	4,565.50	130,880.36	3,119.64	139,076.82
WATER SYSTEM IMPROVEMENTS	4,865,593.00	139,500.00	773,769.85	4,091,823.15	1,015,123.81
	<u>6,881,365.00</u>	<u>261,401.00</u>	<u>3,133,835.50</u>	<u>3,747,529.50</u>	<u>3,208,795.64</u>
	<u>3,532,524.00</u>	<u>(49,227.02)</u>	<u>24,683,253.63</u>	<u>(21,150,729.63)</u>	<u>(282,996.95)</u>

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2012

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WASTE WATER REVENUE	2,568,910.00	226,249.96	2,321,495.72	247,414.28	2,002,207.39
WASTE WATER REVENUE	327,000.00	517.64	255,664.31	71,335.69	388,627.47
	<u>2,895,910.00</u>	<u>226,767.60</u>	<u>2,577,160.03</u>	<u>318,749.97</u>	<u>2,390,834.86</u>
<u>EXPENDITURES</u>					
SEWER O&H	2,797,073.00	105,346.59	2,511,974.10	285,098.90	2,449,292.50
SEWER SYSTEM IMPROVEMENTS	75,000.00	9,212.84	119,832.07	(44,832.07)	322,145.11
	<u>2,872,073.00</u>	<u>114,559.43</u>	<u>2,631,806.17</u>	<u>240,266.83</u>	<u>2,771,437.61</u>
	<u>23,837.00</u>	<u>112,208.17</u>	<u>(54,646.14)</u>	<u>78,483.14</u>	<u>(380,602.75)</u>

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2012

SANITATION FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
SANITATION FUND	494,097.00	40,743.66	443,417.34	50,679.66	889,871.33
	494,097.00	40,743.66	443,417.34	50,679.66	889,871.33
<u>EXPENDITURES</u>					
SANITATION	504,026.00	38,714.89	450,939.12	53,086.88	496,193.25
	504,026.00	38,714.89	450,939.12	53,086.88	496,193.25
	(9,929.00)	2,028.77	(7,521.78)	(2,407.22)	393,678.08

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						
	SI70927	PROPANE	01/02/2013	12.86	.00	
	SI70936	LEVER CHOKE	01/03/2013	21.81	.00	
Total 1003:				34.67	.00	
1009						
B & B Plumbing, Inc						
	37962	CLEARED PLUGGED TOILET	12/14/2012	95.00	.00	
	38157	pipe	12/07/2012	44.00	.00	
Total 1009:				139.00	.00	
1018						
Valley Lumber						
	122712	RIFLE BUCKS	12/27/2012	480.00	480.00	01/04/2013
	30862	ROD THREAD	12/06/2012	2.69	.00	
	75317	CEDAR	12/06/2012	214.55	.00	
	75739	CONSTRUCTION FIR	12/19/2012	38.26	.00	
	75748	TOP READ ACE	12/19/2012	38.97	.00	
	75970	POINTED LATH	12/31/2012	16.99	.00	
Total 1018:				786.08	480.00	
1022						
Central Distributing Co						
	928609	Supplies	12/01/2012	155.34	.00	
	928732	Supplies	12/01/2012	55.15	.00	
	930545	Supplies	12/12/2012	159.46	.00	
	931341	Supplies	12/19/2012	325.83	.00	
	932112	Supplies	12/27/2012	66.89	.00	
	932803	Supplies	01/03/2013	199.37	.00	
	932807	Supplies	01/03/2013	219.01	.00	
	933395	Supplies	01/09/2013	35.60	.00	
	933396	Supplies	01/09/2013	179.66	.00	
Total 1022:				1,396.31	.00	
1055						
Columbine Ford, Inc						
	115081	MOULDING	12/07/2012	106.01	.00	
	115193	ELEMENT	12/13/2012	47.76	.00	
	115194	ELEMENT	12/14/2012	15.92	.00	
	115205	LOCK ASY	12/14/2012	78.62	.00	
Total 1055:				248.31	.00	
1062						
Dana Kepner Company						
	7180265-00	TOUCHCOUPLER	12/14/2012	232.98	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1062:				232.98	.00	
1065						
Dodson Engineered Products Inc						
	164152	MANHOLE FRAME ONLY	12/21/2012	118.67	.00	
Total 1065:				118.67	.00	
1076						
Garfield County Treasurer						
	123112	Landfill	12/31/2012	79.00	.00	
Total 1076:				79.00	.00	
1078						
Garfield County Sheriff						
	123112	4TH QTR TWO RIVERS DRUG E	12/31/2012	2,500.00	2,500.00	01/04/2013
Total 1078:				2,500.00	2,500.00	
1087						
Grainger						
	9018572751	PACKING SEAL	12/12/2012	87.79	.00	
Total 1087:				87.79	.00	
1094						
Hy-way Feed & Ranch Supply						
	531905	SHOVEL	01/03/2013	103.98	.00	
Total 1094:				103.98	.00	
1100						
Karp, Neu, Hanlon P.c.						
	123112	MAMM CREEK WATERSHED	12/31/2012	21,190.40	.00	
Total 1100:				21,190.40	.00	
1105						
Meadow Gold Dairies						
	50212278	DAIRY PRODUCTS/SENIOR CT	01/01/2013	64.32	.00	
Total 1105:				64.32	.00	
1110						
Napa Auto Parts						
	260009	OIL FILTERS	12/01/2012	81.74	.00	
	261927	FITTING	12/10/2012	46.22	.00	
	261953	SPARK PLUG	12/11/2012	19.54	.00	
	262382	GAUGE	12/13/2012	68.33	.00	
	262530	SWAY BAR REPAIR KIT	12/14/2012	28.97	.00	
	262920	WARRANTY	12/17/2012	68.33-	.00	
	262952	BRAKE PADS	12/18/2012	57.80	.00	
	262953	PRESSURE PROTECT #1001 M	12/18/2012	27.38	.00	
	264162	SNAP RIN	12/27/2012	5.76	.00	
	264256	FUEL FILTER	12/28/2012	3.88	.00	
	264893	BAR PUMP	01/03/2013	49.98	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	264991	CAP SCREW MOWER	01/03/2013	25.45	.00	
	265495	WIPER BLADE	01/07/2013	13.98	.00	
	265523	OIL FILTER	01/07/2013	6.99	.00	
	265652	TOOL	01/08/2013	7.09	.00	
	265688	SOCKET SET	01/08/2013	233.93	.00	
	265831	CAP SCREW	01/09/2013	30.50	.00	
	265922	BONUS CAN	01/09/2013	8.49	.00	
Total 1110:				647.70	.00	
1111						
Neve's Uniforms, Inc						
	NE17072	UNIFORM /PD	12/01/2012	22.94	.00	
	NE17238	UNIFORM /PD	12/01/2012	136.89	.00	
	NE17544	UNIFORM /PD	12/01/2012	145.90	.00	
	NE17550	UNIFORM /PD	12/01/2012	81.94	.00	
	NE18524	UNIFORM /PD	12/20/2012	266.74	.00	
Total 1111:				654.41	.00	
1118						
Parts House						
	5613-23469	EXACT FIT WIPER BLADE	12/13/2012	39.96	.00	
	5613-23487	CQ NEW WATER PUMPS	12/14/2012	79.99	.00	
	5613-23509	NEW WATER PUMP	12/17/2012	159.98	.00	
	5613-23511	NEW WATER PUMP	12/17/2012	79.99	.00	
	5613-23545	EXACT FIT WIPER BLADE	12/18/2012	35.96	.00	
	5613-23614	HVY TRK TIGHTENERS	12/21/2012	105.84	.00	
	5613-23615	25 HVY TOW STRAP	12/21/2012	58.95	.00	
	5613-23658	TUBE REPAIR KIT	12/27/2012	3.78	.00	
Total 1118:				404.47	.00	
1120						
Xcel Energy Inc						
	0451958097	1221 E CENTENIIAL PKWY	12/20/2012	14.30	14.30	01/04/2013
	0452900845	250 E 16TH ST	12/28/2012	58.96	58.96	01/04/2013
	121912	800 AIRPORT RD	12/19/2012	19,078.14	19,078.14	01/04/2013
Total 1120:				19,151.40	19,151.40	
1125						
Rifle Chamber Of Commerce						
	4421	SOCIAL MEDIA MANAGEMENT	12/28/2012	2,808.00	2,808.00	01/04/2013
Total 1125:				2,808.00	2,808.00	
1132						
Rifle Lock & Safe						
	32144	KEYS	12/07/2012	41.35	.00	
Total 1132:				41.35	.00	
1138						
Schmueser/Gordon/Meyer, Inc						
	99055A-178	PROJECT 99055A	12/19/2012	712.50	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1138:				712.50	.00	
1143						
Swallow Oil Company						
	123112.	DIESEL /FLEET	12/31/2012	4,331.16	.00	
Total 1143:				4,331.16	.00	
1145						
Thatcher Company						
	1298571	Aluminum Sulfate (ALUM) for wat	12/05/2012	5,031.60	.00	
Total 1145:				5,031.60	.00	
1181						
Garfield Steel & Machine, Inc						
	00083999	PLATE 3/16	12/11/2012	35.92	.00	
Total 1181:				35.92	.00	
1188						
Jean's Printing						
	123468	printing	12/28/2012	102.50	.00	
	123469	printing	12/28/2012	172.50	.00	
Total 1188:				275.00	.00	
1191						
Lewan & Associates, Inc						
	227832	B&W METER	12/18/2012	209.39	.00	
Total 1191:				209.39	.00	
1249						
Berthod Motors Inc						
	519155C	SENSOR	12/10/2012	323.05	.00	
Total 1249:				323.05	.00	
1258						
Hach Company						
	8077649	CHLORINE FREE	12/18/2012	533.85	.00	
Total 1258:				533.85	.00	
1339						
Grand Junction Pipe & Supply						
	C2381047	ADAPTER	12/18/2012	1,787.62	.00	
	C2381061	BURY HYD NST	12/18/2012	2,270.00	.00	
	C2381062	CURB BOX KEY	12/18/2012	200.19	.00	
Total 1339:				4,257.81	.00	
1369						
Century Equipment Company						
	GP99348	VIBROMAX KE DIRECT	12/17/2012	45.00	.00	
	GP99358	SWITCH DIRECT	12/27/2012	301.54	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1369:				346.54	.00	
1447						
Gempler's Inc.						
	1019239984	WST CONTNR RND	12/17/2012	92.65	.00	
Total 1447:				92.65	.00	
1563						
Quill Corporation						
	7556523	SUPPLIES	12/01/2012	227.18	.00	
	7565179	SUPPLIES	12/01/2012	14.39	.00	
Total 1563:				241.57	.00	
1653						
Millers Dry Goods						
	122712	Rifle Bucks - Shopping Incentive	12/27/2012	460.00	460.00	01/04/2013
Total 1653:				460.00	460.00	
1692						
A-1 Traffic Control						
	29631	SIGN RENTAL	12/31/2012	140.00	.00	
	29632	SIGN RENTAL	12/31/2012	868.00	.00	
	29633	SIGN RENTAL	12/31/2012	258.00	.00	
Total 1692:				1,266.00	.00	
1734						
United Companies/Oldcastle SW Group Inc						
	901947	ROAD BASE 12TH PARK	12/17/2012	1,040.39	.00	
	902740	ICE SLICER SALT	12/28/2012	2,229.85	.00	
Total 1734:				3,270.24	.00	
1819						
CCCMA						
	010413	MEMBERSHIP DUES/	01/04/2013	95.00	95.00	01/04/2013
Total 1819:				95.00	95.00	
1830						
Grand Valley Foods						
	124803	FOOD PRODUCT/SR CENTER	12/28/2012	1,270.29	.00	
	124883	FOOD PRODUCT/SR CENTER	01/04/2013	298.10	.00	
Total 1830:				1,568.39	.00	
1992						
Renner Ironworks						
	866119	TRIPOD BRACKETS	01/08/2013	350.00	.00	
Total 1992:				350.00	.00	
2054						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Sirchie Finger Print Lab., Inc						
	0103560-IN	RUBBER GELL LIFT TAPE	12/03/2012	61.71	.00	
Total 2054:				61.71	.00	
2122						
Utility Notification Center Co						
	21212600	RTL TRANSMISSIONS	12/31/2012	94.99	.00	
Total 2122:				94.99	.00	
2139						
CDW Government, Inc						
	1B9TQ53	A/G KAS VIRT SRV	12/13/2012	1,336.80	.00	
	1B9W3VC	VIEW SONIC	12/19/2012	1,253.92	.00	
	T885052	WORK DATA TAPE	12/03/2012	303.20	.00	
	V011573	WYSE P25	12/05/2012	2,688.63	.00	
	V182627	Council Chambers Display	12/10/2012	4,686.71	.00	
	V315406	WYSE P 25 TERA 2	12/12/2012	768.18	.00	
	V370343	SONY KDL 42EX440	12/13/2012	2,191.68	.00	
	V424032	VIEWSONIC 32 LED	12/14/2012	1,671.89	.00	
	V471481	DELL WYSE P25 ZERO	12/17/2012	4,224.99	.00	
	V481244	KASPERSKY SECURITY VIRTU	12/17/2012	1,296.90	.00	
	V556793	APPLE TV	12/18/2012	391.52	.00	
	V600902	PEERLESS SMART MOUNT PUL	12/19/2012	294.22	.00	
Total 2139:				20,502.24	.00	
2169						
Information Systems Consulting						
	0031990	VM Host Equipment PD/Court	12/21/2012	19,488.06	.00	
	0065505	VMWare Licensing	12/19/2012	4,820.30	.00	
Total 2169:				24,308.36	.00	
2208						
Amerigas						
	3013181333	PROPANE/WATER	12/11/2012	1,162.69	.00	
	3013414584	PROPANE/WATER	12/20/2012	582.88	.00	
	3013718798	TANK RENTAL	12/31/2012	60.00	.00	
Total 2208:				1,805.57	.00	
2412						
B&H Photo - Video, Inc						
	67305244	SONY DVD	12/21/2012	65.97	.00	
Total 2412:				65.97	.00	
2497						
Techdepot/Solution 4Sure						
	B12127528V1	HP 78A TONER CARTRIDGE	12/18/2012	169.12	.00	
Total 2497:				169.12	.00	
2573						
Mountain West Office Products						
	285327	supplies	12/27/2012	34.43	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2573:				34.43	.00	
2803						
ALL TEMP SERVICES						
	14957RJM	BLOWER WHEEL-LABOR	12/26/2012	816.39	.00	
Total 2803:				816.39	.00	
2846						
Colo Mtn News Media						
	8093776 11221	AD	12/01/2012	63.00	63.00	01/04/2013
Total 2846:				63.00	63.00	
2916						
Transact Technologies, Inc.						
	1166733	CASE 24 ROLLS	12/27/2012	48.48	.00	
Total 2916:				48.48	.00	
2960						
Walmart Community						
	002822	POWER CONVERTER	01/02/2013	75.58	75.58	01/04/2013
	003575	SUPPLIES	01/03/2013	47.44	47.44	01/04/2013
	018258	SUPPLIES	12/18/2012	59.56	59.56	01/04/2013
	018366	SUPPLIES	12/18/2012	20.88	20.88	01/04/2013
	021441	SUPPLIES	12/21/2012	11.96	11.96	01/04/2013
	CREDIT 01031	POWER CONVERTER	01/03/2013	75.58-	75.58-	01/04/2013
Total 2960:				139.84	139.84	
3015						
Kroger/King Sooper Cust Charge						
	137657	supplies	12/18/2012	24.04	24.04	01/04/2013
	214642	supplies	12/19/2012	63.66	63.66	01/04/2013
Total 3015:				87.70	87.70	
3016						
Flattops Fencing And Supply						
	1113	CHAIN LINK RENTAL PANEL	01/02/2013	60.00	.00	
Total 3016:				60.00	.00	
3083						
ALSCO						
	1253071	work shirts and pants	12/11/2012	42.06	.00	
	1256105	work shirts and pants	12/18/2012	42.06	.00	
	1259134	work shirts and pants	12/25/2012	42.06	.00	
	1262187	work shirts and pants	01/01/2013	42.06	.00	
Total 3083:				168.24	.00	
3156						
Superwash Of Rifle						
	2025 121112	CAR WASH	12/11/2012	114.37	.00	
	2036 121112	CAR WASH	12/11/2012	6.60	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3156:				120.97	.00	
3178						
Hanson Equipment,inc						
	226856	SWITCH	12/12/2012	128.01	.00	
Total 3178:				128.01	.00	
3389						
Sandy's Office Supply Inc						
	005332	SUPPLIES	12/11/2012	58.99	.00	
	005753	SUPPLIES	12/13/2012	39.49	.00	
	006462	SWIVEL CHAIRS	12/18/2012	516.08	.00	
	006647	SUPPLIES	12/18/2012	112.86	.00	
	006663	SUPPLIES	12/18/2012	299.99	.00	
	006918	SUPPLIES	12/20/2012	58.99	.00	
	007764	SUPPLIES	12/26/2012	472.65	.00	
	007881	SUPPLIES	12/27/2012	425.00	.00	
	008040	SUPPLIES	12/28/2012	129.99	.00	
	008078	FURNITURE	12/28/2012	1,274.14	.00	
	008840	SUPPLIES	01/03/2013	51.98	.00	
	994715	SUPPLIES	12/01/2012	6.98	.00	
Total 3389:				3,329.16	.00	
3446						
Staples Business Advantage						
	8023942108	supplies	12/08/2012	180.96	180.96	01/04/2013
Total 3446:				180.96	180.96	
3454						
Transwest Freightliner Of Gj						
	4230030001	REPAIR	01/03/2013	2,973.33	.00	
Total 3454:				2,973.33	.00	
3755						
Wagner Equipment Co						
	P2935401	RENTAL EQUIPMENT - Dozer	12/29/2012	13,976.00	.00	
Total 3755:				13,976.00	.00	
4055						
UPS/United Parcel Service						
	Y2097W482 12	SHIPPING	12/01/2012	17.88	17.88	01/04/2013
Total 4055:				17.88	17.88	
4098						
Heuton Tire Co						
	101739	TIRES/.FLEET	12/14/2012	536.32	.00	
	102068	TIRES/.FLEET	01/04/2013	110.72	.00	
Total 4098:				647.04	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4119						
Air Compressor Services						
	28386	5HP IR MOTOR	12/27/2012	742.88	.00	
Total 4119:				742.88	.00	
4141						
True Brew Coffee Service						
	147198	COFFEE	01/03/2013	69.99	.00	
	147249	COFFEE	01/04/2013	168.46	.00	
Total 4141:				238.45	.00	
4207						
Radio Shack						
	10152812	N2PK ALKALINE ENERCELL	01/02/2013	20.97	.00	
	122812	RIFLE BUCKS	12/28/2012	320.00	320.00	01/04/2013
Total 4207:				340.97	320.00	
4215						
Ziegler, James						
	70429	DIGITAL TIRE GAUGE	12/14/2012	23.05	.00	
Total 4215:				23.05	.00	
4406						
Rifle Creek Stone Inc						
	30569	ROAD BASE	12/14/2012	172.96	.00	
Total 4406:				172.96	.00	
4701						
Tri County Fire Protection						
	95855	ANNUAL MAIN INSPECTION	12/18/2012	183.00	.00	
Total 4701:				183.00	.00	
4728						
GARFIELD COUNTY TREASURER						
	1023	HEP A HEP B SHOTS	12/13/2012	60.00	60.00	01/04/2013
Total 4728:				60.00	60.00	
4750						
Civic Plus						
	130877	ANNUAL FEE FOR WEB HOSTI	01/01/2013	5,042.40	.00	
Total 4750:				5,042.40	.00	
4811						
United Site Services Inc						
	114-1006534	PORTABLE RESTROOM METR	12/17/2012	65.00	.00	
	114-1006535	PORTABLE RESTROOM MOUN	12/17/2012	140.00	.00	
	114-996638	PORTABLE RESTROOM DEERF	12/11/2012	65.00	.00	
Total 4811:				270.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4825						
Cross Propane Gas						
	034498	Propane Gas at O&M Shop	12/26/2012	2,161.40	.00	
Total 4825:				2,161.40	.00	
4879						
Cardiff Cleaning Services						
	4629	CLEANING JUSTICE CENTER	12/15/2012	4,175.00	.00	
Total 4879:				4,175.00	.00	
4926						
Ge Capital						
	58127847	SHARP COPIERS/ PD	01/01/2013	575.69	.00	
Total 4926:				575.69	.00	
5071						
QDS COMMUNICATIONS, INC						
	11859	PREM BATTERY	12/01/2012	79.25	.00	
Total 5071:				79.25	.00	
5192						
PECZUH PRINTING COMPANY						
	191475	BUSINESS CARDS	12/20/2012	34.00	.00	
Total 5192:				34.00	.00	
5253						
FASTENAL						
	54153	OPEN STOCK LUBE CAN	12/14/2012	37.11	.00	
	54154	LEATHER DRIVER	12/14/2012	16.99	.00	
Total 5253:				54.10	.00	
5294						
RIFLE APPLIANCE						
	122812	RIFLE BUCKS	12/28/2012	60.00	60.00	01/04/2013
Total 5294:				60.00	60.00	
5447						
RIB CITY GRILL						
	010413	rifle bucks - shopping incentive	01/04/2013	420.00	420.00	01/04/2013
Total 5447:				420.00	420.00	
5473						
McAfee						
	95859215	FAIL SAFE DISASTER RECOVER	01/01/2013	225.60	.00	
Total 5473:				225.60	.00	
5518						
CURRENT SOLUTIONS						
	4706	LABOR COUNSELOR'S CHAMB	12/31/2012	1,917.72	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5518:				1,917.72	.00	
5648						
REDI SERVICES, LLC						
	17320	SERVICED WINTERIZED PORT	12/18/2012	80.00	.00	
	17829	SERVICED WINTERIZED PORT	12/31/2012	80.00	.00	
Total 5648:				160.00	.00	
5752						
Accutest Mountain States						
	DZ-33520	alkalinity, organic carbon/water te	12/27/2012	870.00	.00	
Total 5752:				870.00	.00	
5796						
Norit Americas Inc.						
	524532	Po 444	12/15/2012	1,825.00	.00	
Total 5796:				1,825.00	.00	
5872						
Sammy's on Park Ave						
	010213	Rifle Bucks - Shopping Incenti	12/31/2012	320.00	320.00	01/04/2013
Total 5872:				320.00	320.00	
5958						
Utility Refund						
	2350101 12311	REFUND 279 W 28TH CT	12/31/2012	242.39	242.39	01/04/2013
Total 5958:				242.39	242.39	
5961						
United Restaurant Supply, Inc.						
	422609	RAPI KOOL 64 OZ	11/05/2012	49.96-	.00	
Total 5961:				49.96-	.00	
6052						
Trane U.S. Inc.						
	31443341	DIAGNOSIS OV VAV ISSUES	12/19/2012	2,418.66	.00	
Total 6052:				2,418.66	.00	
6109						
Aero-Mod, Inc						
	SO-23030-1	GATLIN SHAFT BEARING	12/31/2012	141.14	.00	
Total 6109:				141.14	.00	
6132						
Baileys Garage Doors & More						
	6372	LABOR INSTALL EXTERIOR AN	12/18/2012	336.00	.00	
Total 6132:				336.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6137						
Impressions of Aspen						
	17134	SUPPLIES	12/31/2012	1,032.91	.00	
	17137	SUPPLIES	12/31/2012	23.22	.00	
	17157	SUPPLIES	01/02/2013	627.33	.00	
	17168	SUPPLIES	01/03/2013	536.70	.00	
	17173	SUPPLIES	01/03/2013	17.36	.00	
	17174	SUPPLIES	01/03/2013	203.50	.00	
	17176	SUPPLIES	01/03/2013	344.97	.00	
	17179	SUPPLIES	01/03/2013	57.12	.00	
Total 6137:				2,843.11	.00	
6148						
Identix, Incorporated						
	66204	ON SITE FSE SUPPORT	12/01/2012	973.50	.00	
Total 6148:				973.50	.00	
6166						
Rifle Garage Door Inc.						
	528181	LABOR SERVICE EAST DOOR	01/03/2013	110.00	.00	
Total 6166:				110.00	.00	
6175						
Walmart						
	122812	RIFLE BUCKS	12/28/2012	9,840.00	9,840.00	01/04/2013
Total 6175:				9,840.00	9,840.00	
6189						
USTF						
	123112	TAE KWON DO PARTICIPANTS	12/31/2012	420.00	420.00	01/04/2013
Total 6189:				420.00	420.00	
6242						
Xerox Corporation						
	065764219	BASE CHARGE	12/21/2012	304.60	.00	
Total 6242:				304.60	.00	
6264						
DOUBLE RR AND D						
	123112	RIFLE BUCKS	12/31/2012	240.00	240.00	01/04/2013
Total 6264:				240.00	240.00	
6318						
Oasis Irrigation Company						
	6359	REPAIRS 1338 FIRETHORN DR	12/01/2012	150.00	.00	
	6360	WATER AUDIT 210 FAIRWAY A	12/01/2012	92.50	.00	
	6361	WATER AUDIT 1871 TRAPPER	12/01/2012	72.50	.00	
Total 6318:				315.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6330						
COUNTY HEALTH POOL						
	010213	COBRA INSURANCE	01/02/2013	1,329.86	1,329.86	01/04/2013
	010413	IT	01/04/2013	101,357.17	101,357.17	01/04/2013
Total 6330:				102,687.03	102,687.03	
6347						
ALL HOURS CLEANING & MAINTENANCE						
	3114	MONTHLY CLEANING-DEC 2012	12/31/2012	800.00	.00	
Total 6347:				800.00	.00	
6354						
ALL SEASONS LAUNDRY						
	1810	GYM TOWELS	12/31/2012	148.40	.00	
Total 6354:				148.40	.00	
6355						
LAFARGE WEST INC						
	26229979	ULTRA SERIES FIBER PLUS RP	12/26/2012	864.49	.00	
Total 6355:				864.49	.00	
6357						
FIRST STRING						
	4689	COTTON T-SHIRT	01/01/2013	1,124.50	.00	
Total 6357:				1,124.50	.00	
6401						
Synergy Gymnastics Academy, LLC						
	123112	COLLECTED FEES	12/31/2012	4,987.24	4,987.24	01/04/2013
Total 6401:				4,987.24	4,987.24	
6402						
CENTURY LINK						
	6250108 12221	FITNESS CENTER	12/22/2012	143.39	143.39	01/04/2013
	6254904 12221	POLICE	12/22/2012	104.11	104.11	01/04/2013
	6254960 12221	POLICE	12/22/2012	112.77	112.77	01/04/2013
	6257330 12221	OM	12/22/2012	423.03	423.03	01/04/2013
	6259179 12221	FINANCE	12/22/2012	90.54	90.54	01/04/2013
	K-719-1113095	FITNESS CENTER	12/22/2012	963.11	963.11	01/04/2013
Total 6402:				1,836.95	1,836.95	
6485						
Tisco Inc/Energy Equip-GrandJct						
	10625 122112	SUPPLIES	12/21/2012	202.14	.00	
	10626 122812	SUPPLIES	12/28/2012	243.97	.00	
	10627 123112	SUPPLIES	12/31/2012	304.85	.00	
	10629 120612	SUPPLIES	12/06/2012	23.84	.00	
Total 6485:				774.80	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6506						
Western Exposures Photography						
	010113	RIFLE BUCKS	12/31/2012	60.00	60.00	01/04/2013
Total 6506:				60.00	60.00	
6509						
POLYDYNE INC.						
	771352	CLARIFLOC	12/13/2012	1,098.00	.00	
	772279	CLARIFLOC	12/18/2012	2,196.00	.00	
	773742	CLARIFLOC	01/02/2013	1,098.00-	.00	
Total 6509:				2,196.00	.00	
6568						
MICRO PLASTICS						
	94748	TROPHYS	01/09/2013	135.20	.00	
Total 6568:				135.20	.00	
6606						
Western Slope Supplies, Inc.						
	3051769	BOTTLED WATER	12/01/2012	7.35	.00	
	3051770	BOTTLED WATER	12/01/2012	34.75	.00	
	680945	BOTTLED WATER	12/03/2012	34.75	.00	
	681631	BOTTLED WATER	12/15/2012	15.00	.00	
	8217845	BOTTLED WATER	12/01/2012	7.35	.00	
	8217846	BOTTLED WATER	12/01/2012	15.05	.00	
	8217936	BOTTLED WATER	12/01/2012	7.35	.00	
	8217937	BOTTLED WATER	12/01/2012	27.90	.00	
	8218043	BOTTLED WATER	12/01/2012	34.75	.00	
	8218166	BOTTLED WATER	12/04/2012	7.35	.00	
	8218167	BOTTLED WATER	12/04/2012	33.90	.00	
	8218237	BOTTLED WATER	12/11/2012	7.35	.00	
	8218238	BOTTLED WATER	12/11/2012	41.60	.00	
	8218264	BOTTLED WATER	12/13/2012	14.20	.00	
	8218328	BOTTLED WATER	12/20/2012	7.35	.00	
	8218329	BOTTLED WATER	12/20/2012	7.35	.00	
	8218443	BOTTLED WATER	12/27/2012	7.35	.00	
Total 6606:				310.70	.00	
6612						
CEDAR NETWORKS						
	156847	INTERNET CONNECTION MEGA	01/01/2013	2,260.00	.00	
Total 6612:				2,260.00	.00	
6643						
SAFETY & CONSTRUCTION SUPPLY, INC						
	0005215-IN	HARNES EXOFIT NEX	12/18/2012	1,030.79	.00	
Total 6643:				1,030.79	.00	
6677						
AUTOPAYCHECKS, INC						
	42133A	SCHEDULING SOFTWARE	01/04/2013	30.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6677:				30.00	.00	
6681						
HISEL EMILY						
	122712	APPLIANCE REBATE	12/27/2012	159.00	159.00	01/04/2013
Total 6681:				159.00	159.00	
6722						
Quality Electric & Controls						
	120427	VAV WIRING -PO 734	12/17/2012	750.00	.00	
	120428	RUN NEW CONTACT AND CABL	12/17/2012	782.28	.00	
Total 6722:				1,532.28	.00	
6728						
CB INDUSTRIES-DELTA, INC.						
	123112	BIOSOLIDS DISPOSAL DEC	12/31/2012	737.50	.00	
Total 6728:				737.50	.00	
6731						
ALL AROUND SWEEPING						
	1566	SHOVEL WORK	12/31/2012	4,890.00	.00	
	1567	SNOW REMOVAL	12/31/2012	1,800.00	.00	
Total 6731:				6,690.00	.00	
6734						
ESTEEM SALON INC						
	010113	RIFLE BUCKS	12/31/2012	20.00	20.00	01/04/2013
Total 6734:				20.00	20.00	
6754						
FIRE MOUNTAIN STAINED GLASS & GIFTS						
	122812	RIFLE BUCKS	12/28/2012	40.00-	.00	
Total 6754:				40.00-	.00	
6757						
SHELDON, MARIA						
	123112	RIFLE BUCKS	12/31/2012	20.00	20.00	01/04/2013
Total 6757:				20.00	20.00	
6758						
COLORADO MUNICIPAL LEAGUE						
	010313	WORKSHOP	01/03/2013	110.00	110.00	01/04/2013
	010413	WORKSHOP	01/04/2013	110.00	110.00	01/04/2013
Total 6758:				220.00	220.00	
6759						
JAMES P FLYNN, CPA, LLC						
	123112	PROFESSIONAL SERVICES	12/31/2012	1,256.38	1,256.38	01/04/2013

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6759:				1,256.38	1,256.38	
6760 FLAG RESOURCES, INC						
	10711	RMP CULVERT PROJECT-HOST	12/01/2012	1,060.31	.00	
Total 6760:				1,060.31	.00	
Grand Totals:				312,876.38	149,152.77	

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

January 11, 2013

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

Re: January 16, 2013 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 January 16, 2013 Rifle City Council Meeting.

1. Second Amendment to Lease with Cacaloco Enterprises, Inc. This City leases five (5) acres of land on the Energy Innovation Site to Cacaloco Enterprises, Inc. that operates a composting facility on the Leased Premises. As you all know, the Facility was the object of numerous odor complaints from neighboring properties earlier this year. The City issued a cease and desist order and no new materials have been accepted at the Facility. In an effort to resolve the situation and deal with the remaining materials, we have negotiated the enclosed Second Amendment to the Lease with Cacaloco. Cacaloco is teaming with Johnson Construction to help manage the remaining materials, but the Lease obligations remain with Cacaloco. This Amendment requires that the bulking materials and trash that are not part of the current compost piles be removed before March 15, 2013 and Cacaloco shall keep the Leased Premises free of litter and debris and pick up trash at least weekly. Cacaloco cannot sell finished compost until next planting season and the Amendment sets the Term of the Lease to expire October 31, 2013 so that there is an opportunity to finish and sell the compost all of next season. Jim Duke represents that there will not be odors with finishing the existing piles, but the Amendment sets operational requirements to address complaints we may receive. To make the removal of the existing piles economically feasible, the City is waiving any past due Rent or future Rent so long as Cacaloco abides by the terms of the Amendment and the Lease. The City will receive \$20,000 worth of compost for its use next season, which equates to 750 cubic yards. Resolving this matter has been a tough road and Jim Duke requested we forward the enclosed letter to the City Council as part of its consideration.

KARP NEU HANLON, P.C.

Mayor Jay Miller
Rifle City Council
Page 2

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, January 11, 2013

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 January 16, 2013 to review the application. Staff has not yet received the results of criminal history checks on the principals of Brenden Theatre Corporation. A Brenden Theatre Corporation representative suggested postponing the public hearing to February 20, 2013.

Staff recommends that Council open the public hearing on January 16, then continue the hearing to February 20, 2013.

Thank you.



RIFLE POLICE DEPARTMENT

201 East 18th Street • Rifle, CO 81650-3237

Summary on change to personnel policy reference hours of work for Police Officers

Recently, I presented a plan to the council on switching to a 12 hour shift for officers of the Rifle Police Department. As the Patrol Officers have to work 24 hours a day, their work period is defined as 80 hours in a two week period, versus a 40 hour week for other city employees. The applicable sections of the personnel policy are:

Full-time employees have a work week consisting of forty (40) hours within the seven-day period described above. This shall be the standard for all employees with the exception of those in law enforcement.

The Police Department operates 24 hours a day, 7 days a week. Shift assignments and work periods shall be established by the Police Chief as set forth in the Police Department's policies. Meal periods will be counted as time worked only if officers are available for assignments as required during meal periods.

With the exception of sworn law enforcement officers who work over 80 hours in a fourteen day period, overtime work is defined as work in excess of the normal 40-hour-per-week work schedule in a given work period, subject to prior approval of the Supervisor.

The Fair Labor Standards Act (FLSA) provides partial and total exemptions from overtime for peace officers and fire fighters. A partial exemption can be found in section 207(k) of the FLSA, which provides that employees engaged in fire protection or law enforcement may be paid overtime on a "work period" basis⁽¹⁾. The employer is responsible for setting the "work period." A "work period" may be from seven consecutive days to 28 consecutive days in length. For example, fire protection personnel are due overtime under such a plan after 212 hours worked during a 28-day period (53 hours in a seven-day work period), while law enforcement personnel must receive overtime after 171 hours worked during a 28-day period (43 hours in a seven-day work period)⁽²⁾.

As seen in our current personnel policies, the city has used this exception to define a work period for purposes of overtime as 80 hours in a fourteen day period. I am asking to change that definition to "*With the exception of sworn law enforcement officers who are partially exempt from overtime under Section 7(k) of the FLSA and are subject to the Police Department's overtime policies overtime work is defined as work in excess of the normal 40-hour-per-week work schedule in a given work period, subject to prior approval of the Supervisor*".

This would provide us the flexibility to design schedules based on different hours of work and work periods, without incurring overtime in the same way as the rest of the city.

Respectfully Submitted,

John Dyer
Chief of Police
Rifle Police Department

¹ 29 U.S.C. § 207(k).
² *Id.*; 29 C.F.R. § 553.201.



**CITY OF RIFLE, COLORADO
RESOLUTION NO. 2
SERIES OF 2013**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO, AMENDING SECTION 5.4 OF THE CITY'S PERSONNEL
MANUAL REGARDING COMPUTATION OF OVERTIME AND
COMPENSATORY TIME.

WHEREAS, by Resolution No. 55, Series of 2006, the City of Rifle adopted a new Rifle Personnel Manual (the "Manual"), as it has been amended since its adoption; and

WHEREAS, the Personnel Manual is subject to ongoing review by Rifle staff and the City Council to ensure that it reflects best management practices, remains competitive with other employee regulations, and provides a clear and efficient guide for employer and employee conduct; and

WHEREAS, Section 5.4 of the Manual, Computation of Overtime and Compensatory Time, currently defines overtime for law enforcement officers as work in excess of 80 hours in a fourteen day period; and

WHEREAS, Section 7(k) of the Fair Labor Standards Act (FLSA) provides a partial overtime pay exception for law enforcement officers and permits them to work 171 hours during a 28 day work period before being entitled to overtime; and

WHEREAS, to give the Rifle Police Department flexibility in scheduling police officers in light of the exemption set forth in Section 7(k) of the FLSA, Section 5.4 of the Personnel Manual should be amended to state that law enforcement officers are not subject to the overtime definition applicable to other City employees and that overtime for law enforcement officers will be determined in accordance with the Police Department's policies.

WHEREAS, the Rifle City Council finds that the best interests of the citizens of Rifle will be served by amending the Manual to adopt the revised policies described above accordingly.

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

Section 1. The City incorporates the foregoing recitals as findings by the City Council.

Section 2. Section 5.4 of the Rifle Personnel Manual is hereby amended to read as follows with **double underlined bold text as additions** and ~~striketrough~~ as deletions.

With the exception of sworn law enforcement officers who **are partially exempt from overtime under Section 7(k) of the FLSA and are subject to the Police**

Department's overtime policies ~~work over 80 hours in a fourteen day period,~~ overtime work is defined as work in excess of the normal 40-hour-per-week work schedule in a given work period, subject to prior approval of the Supervisor. The intent is that overtime is to meet emergency response or the highest priority work which cannot be accomplished during normally scheduled hours.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this January 16, 2013.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk

January 10, 2013



Rifle City Council
Attn: Mayor Jay Miller

Dear Mayor and Council,

This is to present for award of design consultant services contract for the North I-70 Roundabout to Colorado River Engineering. Per invite staff brought in SGM, Sopris Engineering, and Colorado River Engineering for the

Staff received bids from all three with scopes and design teams. The bids were as follows:

CRE	-	\$159,545
SGM	-	\$162,050
Sopris	-	\$396,000

We recommend award to CRE in this base contract amount but would like council to be aware there may be some expansions of scope that was in the package, in particular, landscaping detail for the I-70 Roundabout area in line with the previous concept plan under the Gateway planning, as well as H13 Bridge aesthetic improvements. Those items are under negotiation and are dependent upon FML grant approval. As of now, we have approved up to \$310,000 (FML and City match monies) for this design project.

The bid tabulation is attached for your review.

Respectfully,

Rick L. Barth, P.E.
City Engineer
Rifle, CO



COMPARISON OF NORTH I-70 ROUNDABOUT DESIGN BIDS

1/10/2013

SGM			
Phase 1	1	\$	105,000.00
	2	\$	5,600.00
	3	\$	15,000.00
	4	\$	2,000.00
	5	\$	2,500.00
	6	\$	5,000.00
Ph1 Tot		\$	135,100.00
Phase 2	1	\$	5,000.00
	2	\$	1,250.00
	3	\$	2,500.00
	4	\$	5,000.00
	5	\$	4,200.00
	6	\$	9,000.00
Ph2 Tot		\$	26,950.00
Grd Tot		\$	162,050.00

CRE																			
Phase 1	1.1	\$	27,412.00	\$	4,768.00	\$	3,534.00	\$	5,420.00	\$	4,920.00	\$	4,920.00	\$	4,920.00	\$	3,880.00	\$	3,850.00
	1.2	\$	41,160.00	\$	7,150.00	\$	11,340.00	\$	17,180.00	\$	1,610.00	\$	3,880.00						
	1.3	\$	48,577.00	\$	25,795.00	\$	6,138.00	\$	6,920.00	\$	9,724.00								
	1.4	\$	21,046.00	\$	10,480.00	\$	7,620.00	\$	1,980.00	\$	966.00								
Ph1 Tot		\$	138,195.00																
Phase 2	2.1	\$	16,350.00	\$	10,380.00	\$	1,680.00	\$	4,290.00										
	MISC	\$	5,000.00	\$	5,000.00														
Ph2 Tot		\$	21,350.00																
Grd Tot		\$	159,545.00																

SOPRIS			
Phase 1	1	\$	307,200.00
	2	\$	28,000.00
	3	\$	26,800.00
Ph1 Tot		\$	362,000.00
Phase 2	1	\$	28,000.00
	2	\$	6,000.00
Ph2 Tot		\$	34,000.00
Grd Tot		\$	396,000.00

Therefore, Colorado River Engineering was low bid without local preference points applied

Since, the bid was low, we have extra monies in the FML grant. We would like to entertain discussion with CRE's landscaper and potentially Highway 13 bridge aesthetic improvements under the same umbrella. Such contract expansions are under negotiation with CRE and their subconsultant. The current total for grant account (FML and City match) is \$310,000

Dear Rifle City Council Member,

I would first like to thank the City for your time, effort, and support invested towards composting and its unfortunate resolution. In view of the magnitude of this situation, I request your indulgence once more in reviewing a summary of my efforts and obstacles in pursuing this compost operation. It seems important to me that all involved understand the entire situation as well as possible before deciding my fate.

Because the State Health Department permit process has become notoriously slow and cumbersome, it took over a year and almost \$80,000 in engineering fees to get this site approved. Upon finally opening with huge cost overruns, we were as underfunded and over extended as possible. By this time, I'd invested about \$350,000 in the site, almost all of which was spent in Rifle.

In planning this operation I'd also made an arrangement with Garfield County to accept their wood chips which they had offered to backhaul to my site whenever County dump trucks were coming back from the dump otherwise empty. Garco was very anxious to remove about 10,000 cubic yards of wood chips from their landfill so I registered my site as a Recycling Facility allowing acceptance of this material prior to approval as a compost facility expecting to have several thousand yards of bulking agent on site prior to opening. Something changed that situation without me being informed and not only were no chips ever hauled, but I was to be charged about \$6 a yard and had to provide my own loader. These chips were extremely trashy and of a much larger particle size than I had agreed to accept so I began hauling higher quality wood chips for free from other sources as far away as the Eagle and Vail yard waste disposal sites. It still cost \$6-\$10/yd in trucking for material that should have been on site for free. Most compost facilities accept this material for a fee. This challenging start was not helped by the fact that within a month of opening, the City was already bringing us more than three times the amount of cake sludge they had told me to expect when I was designing the facility. These volumes do fluctuate and this wouldn't have been a big deal with a normal abundance of wood chips, but in this situation it was costing me \$5,000-\$10,000/month that I desperately did not have just for the wood chips for this excess material not including equipment time in mixing and processing it. The contract didn't limit the amount of cake the City brought us.

I don't bring up such issues to lay blame. I reiterate how great the City of Rifle has been to work with, and most especially the wastewater facility staff. I don't believe anyone with the City to be at fault or to bear ill-intent in relation to this situation. I believe the same is true of Cacaloco. Nonetheless, mistakes were made. I believe that mistakes were made to some degree by all the numerous agencies involved, often compounding the mistakes of others. My point is that I believe the City of Rifle also shares at least a little of the responsibility for the whole situation.

In evaluating the acceptability of this site for compost operations we relied heavily upon the City's discretion. It would have been a fairly simple task for the City to check out our previous facility which had been in operation for fifteen years a half hour up the interstate in order to judge the level of odors generated by such an operation. I assume this had been done. The operation I was running in Rifle was vastly superior in every aspect to this past site which makes me question what the City's expectation

were and what they were based upon. I would also assume that someone had checked out the other two compost facilities within about an hour's drive in Grand Junction and in Aspen. There are probably about a dozen such facilities within 3-4 hours of Rifle and they all generate odors, most of them at least periodically worse than those generated at the Rifle compost facility. This is fairly easy to check out. On the other hand, it would be very difficult, nearly infeasible, for a potential operator to evaluate a potential site in just a few visits, and gain any reliable knowledge of the seasonal micro-climates, prevalent winds, and sensitivity of nearby residents. They would have to depend upon the City's discretion to some degree. And while I've heard some say that I had promised there would be no odors, I suggest that the City review the minutes from our contract approval hearing. Before any agreement was signed, I made it clear that there would be odors. I don't believe there is an odor free compost operation anywhere.

To exemplify our dependence on the City's discretion is the fact that the City had chosen and already installed the infrastructure to the current site. When I was first shown the site, I immediately questioned the location and asked to be moved further south away from residential areas. And that was even before I was aware that there had been a history of odor complaints from that neighborhood. I was told for a variety of reasons, mostly having to do with infrastructure, that there were no other options. It was a very significant oversight that I was never in any way notified of the City's history of odor problems. Disclosure of such issues is obviously a very important factor in such an operation. It becomes even more important considering that we were trying to evaluate the feasibility of this site right about the time that the City was having its worst odors (and complaints) as it led us to believe that such odors were apparently acceptable to this neighborhood. One would think that with such a history of odor problems, which becomes very extensive when considering the old sewage lagoons, that the City would be more sensitive in choosing a site for an operation such as this. Instead, they chose a site closer to and more directly upwind from the offended neighborhood than were their previous odor problems.

The next issue was that of the cake sludge from the old sewage lagoons. I was told there would be 3,000 cu. yds. and received 12,000. Yes, I was paid to take this material but to help save the City money I accepted the excess for a fraction of the per volume rate of the original contract and then also agreed to pay for half the trucking on the condition that they use Rifle truckers instead of bringing them up from Denver as they had proposed, putting another \$30,000 into Rifle's economy. I spent much of the winter turning and drying this material so I could prepare it for screening and remove it from my overcrowded working pad. By February I was running out of space on my working pad and going broke importing wood chips. I contacted the City to request the optional five acres in our lease citing the need to move the cake from their lagoons and meanwhile I let the City haul in several hundred more yards of cake from their south lagoons free of charge thinking I would soon have more space to handle this material. In March I sent a formal request to expand per the Lease Agreement but never received a response. I had also contacted the City to let them know they were bringing more than twice as much cake from their wastewater facility than I had been told to expect, but only asked if they could help me haul chips if they had trucks returning from the dump empty. Unfortunately they didn't have trucks traveling from the dump. Although I hauled as much as I could with my own equipment all winter, by

February I had to hire a trucker for two weeks for another \$5,900. About this same time, the City's wastewater facilities belt press malfunctioned and they quit bringing cake sludge leaving us with a large excess of this expensive bulking agent when we were shut down.

I also spent the winter (and much of the time since I opened) researching odor control. This is a field overstaffed in sales and understaffed in expertise. Scores of business and facilities claim total odor control and convinced me it was possible. By February I had exhausted every possibility without success and quit accepting food wastes. It was obviously too late. All I can say is that I never expected it to be such a problem and that it was not done out of greed or malice, I was just trying to do what I thought was right and help expand the scope of material recovery. I believe it also just expedited the inevitable. Please recall that the first series of complaints were directed at the animal bedding delivered from the fairgrounds in Rifle. Regular compost odors would have eventually shut this site down.

Not long after the Easter odor incident the City hired some compost 'experts' to evaluate my operation. Tetrattech's consultants seemed helpful and are probably great engineers, but had no experience in actual composting. Some of the information they provided was just flatly wrong. The most significant misinformation I was directed to follow was that of changing my composting technique to a 'mechanized windrow' system where they told me I needed to turn my windrows at least five times within a fifteen day period while maintaining the pathogen reduction temperature of 55 degrees centigrade. I agreed to do this but expressed my concern that meeting that schedule would force me to turn windrows during unfavorable wind conditions that would offend the neighbors. They responded that this was unavoidable and I had to meet that schedule. If anyone cares to correlate frequency of complaints over time, I think they would find the greatest numbers of complaints came while following Tetrattech's instructions. It not only forced a schedule in unfavorable winds, but kept the site in a continuous state of disturbance. During this time frame, we spent another unexpected \$30,000 on odor control agents. Not only did Tetrattech's system provide a continuous source of odor, but this schedule didn't seem in any way reasonable, logical, or effective, so I reexamined the regulations to discover the consultants had been wrong. The regulations set fifteen days as the minimum time period in which the five turnings can be completed instead of the maximum time period which obviously makes all the difference in the world. When Tetrattech engineer, Bob Lonergun called on June 5, 2012 to check on my progress, he asked if I was still completing the five turnings within fifteen days. I responded that I was but that I'd like to change this to a longer period as defined by the regs. He argued that he'd read the regs hundreds of times and couldn't possibly be wrong on this. I logged on to the CDPHE and federal regs and talked him into doing the same. Although regulations clearly stated otherwise, he still insisted that I continue turning on his fifteen or less day schedule. Two days later I was shut down.

Here again, my point is not to lay blame, but to share responsibility and help dispel perceptions of my own culpability in hopes of your continued and possibly even increased cooperation. When Rifle invited me to develop this compost operation, I had been in a successful operation for over fifteen years. Since that time I've had to sell most of my equipment just to pay immediate debts and remain over \$300,000 in debt with no significant source of income and closure/post-closure expenses ahead. During the time I was open, Rifle saved almost as much as I lost. Much of this was in the form of excess materials beyond what I had been told to design for as well as other materials such as liquids and cake from the south

lagoons that were not included in our contract, but accepted for free in the spirit of cooperation and good will. If the City would just credit me the balance of what they would have paid for this excess, it would more than compensate the remaining rent owed to the City. And while I'm at the mercy of the City and will somehow manage to repay the rest of my debt in addition to what I have to pay to the City, I ask for your help in lightening my load as much as the City can bear. I would also request your further indulgence in scheduling. While I'm certain that Johnson Construction and Cacaloco working together can meet you overall schedule of closure in the fall of 2013, some of the other scheduling requirements are somewhat burdensome with Colorado winters.

With this in mind, I'm ready to sign your proposed contract as is, if necessary, but reiterate my request for even greater indulgence. Sincerely, Jim Duke

SECOND AMENDMENT

COMMERCIAL PROPERTY LAND LEASE

CACALOCO ENTERPRISES, INC.

THIS SECOND AMENDMENT COMMERCIAL PROPERTY LAND LEASE (“Lease”) is entered into as of January 1, 2013 by and between the CITY OF RIFLE, COLORADO, a Colorado home-rule municipality whose address is 202 Railroad Avenue, P.O. Box 1908, Rifle, Colorado 81650 (“Lessor” or the “City”) and CACALOCO ENTERPRISES, INC., a Colorado corporation, whose address is 256 Flying Fish Road, Carbondale, Colorado 81623 (“Lessee” or “Cacaloco”).

WITNESSETH:

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

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

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

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

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

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

- B. Rent. Subject to Cacaloco's compliance with the terms and conditions of the Lease and this Amendment, and in consideration of the City agreeing to waive any past due Rent, to not seek payment of the Rental Waiver and to not collect any Rent through the Term of this Lease as amended herein, Cacaloco shall provide to the City \$20,000.00 or 750 cubic yards of quality compost material located at the Facility suitable for direct application with no additional processing (the "City's Compost"). Cacaloco shall make available and the City agrees to remove the City's Compost by June 30, 2013. In the event of any default of the Lease or this Amendment by Cacaloco, the City shall be entitled to pursue collection of the Rental Waiver and all Rent under the Lease, minus the fair market value of any compost provided to the City.
- C. Operations and Closure Plan. In addition to the Facility's operation restrictions contained in the Lease:
- a. No new materials of any kind may be accepted at the Facility without the expressed written consent of the City. Cacaloco shall complete the composting of any existing materials with great effort towards minimizing odors. To mitigate odors on neighboring properties, Cacaloco shall only screen materials and disturb or turn piles when prevailing winds are favorable and not out of the west, southwest or south. In the event the City receives complaints from neighboring properties that odors are emanating from the Facility, the City will provide Cacaloco notice of such complaints and Cacaloco shall only disturb piles between the hours of 6:00 a.m. to 10 a.m. or take other efforts approved by the City to resolve the complaints. Cacaloco shall operate on the Leased Premises at least weekly to show progress in screening and completing the composting of the existing piles to create a marketable debris-free product by the end of the Term, as amended herein.
 - b. All materials not involved with composting the existing materials shall be removed from the Leased Premises or mixed into the existing materials by March 15, 2013. These materials include, but are not limited to: pallets, wood, garbage, and all debris not comingled with the compost piles, and any wood, garbage and debris screened from the compost piles.
 - c. Cacaloco shall keep the Leased Premises free of litter and debris and pick up trash at least weekly. Cacaloco shall further eradicate weeds on the Leased Premises and keep it free of weeds through the remainder of the Term, as amended herein.
 - d. Cacaloco shall perform all of the obligations required under the

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 1
SERIES OF 2013**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING
SECTION 13-1-810 OF THE RIFLE MUNICIPAL CODE REGARDING
RATES, CHARGES, TOLLS, FEES OR ASSESSMENTS OF WATER AND
SEWER SERVICE AND THE APPEAL PROCEDURE REGARDING THE
SAME.

WHEREAS, Section 13-1-810 of the Rifle Municipal Code (the “Code”) describes the procedure that any customer receiving water or sewer service may take to appeal the determination by the City of Rifle of the rates, charges, tolls, fees or assessments for those services; and

WHEREAS, Section 13-1-810 of the Code does not address or describe a procedure whereby a customer receiving water or sewer service that incurs rates, charges, tolls, fees or assessments as the result of extenuating circumstances beyond their control may request relief of those rates, charges, tolls, fees, or assessments; and

WHEREAS, the City Council has determined that Section 13-1-810 of the Code should be amended to include a procedure whereby a customer receiving water or sewer service that incurs rates, charges, tolls, fees or assessments as the result of extenuating circumstances may request relief.

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 13-1-810(a) of the Rifle Municipal Code is hereby amended to read as follows, with additions shown in **bold, double underlined text**, and ~~strike-through language is deleted.~~

Sec. 13-1-810. Appeal Procedure.

(a) Except where addressed by specific procedures, any customer aggrieved by a determination of the City with regard to rates, charges, tolls, fees or assessments for water or sewer service may appeal such determination to the City Manager. The customer shall furnish the City Manager with any factual information the customer believes shows that the City's determination was in error **or that certain extenuating circumstances require relief**. Upon review of the evidence submitted by the customer, but in no event more than thirty (30) days after submission, the City Manager shall issue a decision concerning the customer's.

INTRODUCED on January 16, 2013, 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 February 6, 2013, passed with 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

Manager's Report

For January 16, 2013

We have turned the corner of 2013, and City employees have begun work in earnest to get prepared for projects in the new year. Though the City does not have as many capital projects organized for 2013, there are two very significant projects, the new Water Treatment Plant and the New Ute Theater renovation. The status of those projects is as follows:

New Ute Theatre Renovation

Rich Carter and I have been working on the Request for Qualifications from contractors. The plan is to advertise that the City is seeking qualification statements from interested parties. Our hope is to identify 5-7 contractors having the capacity to do the work, and then invite them to bid on the project when the City Council authorizes that action. The advertisements for statements of qualifications will appear in the Citizen Telegram and Post Independent for the next two weeks.

Water Treatment Plant

The State Health Department is currently reviewing the plans for this plant. We expect that review to be complete within 30-40 days. The project can then be advertised for bids. However, please note that several other agencies including the Corps of Engineers and CDOT still must issue permits for the plant construction.

Other projects and plans include:

North Roundabout

Rick Barth is seeking proposals for design of the roundabout north of I-70. When those proposals are received we will present a recommendation to the City Council. Please note that the City received a grant of \$170,000 from the Garfield County Federal Mineral District for design of the project. It is expected that design will be complete in late 2013.

Snow and Ice Removal

Public Works crews have been working to further remove snow and ice from problem areas. This week, they will remove and haul the remaining snow and ice from the downtown area.

On a related note, we are receiving a considerable number of complaints from residents concerning sidewalks which have not been properly scooped. City ordinances require snow to be removed from sidewalks within 24 hours of a snowfall, and it is the responsibility of the adjacent property owner to complete the removal. Our code enforcement employee (Charlotte Squires) is notifying residents of this responsibility.

Year-end staff reports

Most staff have completed their year-end reports. Kristy Christensen is compiling the information and we should have printed documents available by early February.

Public Works Personnel

We presently have a vacant position in the Public Works Department. One position is a fleet mechanic position and it is presently being advertised.

Public Works Superintendent Bobby O'Dell has been able to obtain a work crew from the Rifle Correctional Facility and this crew has been very helpful with snow and ice removal.

City Budget and Audit

The City auditors have begun their work, and were here reviewing records this week. They will return in April to complete the audit. Hardbound copies of the 2013 budget will be complete soon. If any Council Member needs a hardbound copy, please let Charles Kelty or myself know.

My schedule

I will be out of the office for a couple of days on January 18th and 21st to attend a family Christmas function. Also, I will be attending the Colorado City and County Manager's annual meeting in Glenwood Springs on February 14th and 15th. Finally, I am scheduled to attend the Colorado Municipal League annual Legislative Workshop, on February 20th.

As always, please call me with your questions and comments.

Thanks

John Hier
City Manager



MEMORANDUM
FINANCE DEPARTMENT

To: John Hier, City Manager
From: Charles Kelty, Finance Director
Date: January 10, 2013
Re: Rifle Bucks Program

Attached is a memorandum from Kristen Tarufelli, Accountant providing a summary of the 2012 Rifle Bucks Incentive Program.

If you have any questions please call me at x449.

Thank You





TO: Charles Kelty, Finance Director
FROM: Kristen Tarufelli, Accountant 
RE: 2012 Rifle Bucks Incentive Program
DATE: January 9, 2013

Please find attached a spreadsheet detailing vendor reimbursements to date for the 2012 Rifle Bucks Incentive Program.

To date, 31 individual local businesses have submitted reimbursement requests to the City of Rifle. A total of \$51,880 in reimbursements has been processed to date. In addition, of the approximate 3,000 Rifle Bucks coupons distributed in December 2012, approximately 87% of those coupons were used at area businesses and returned to the City of Rifle for reimbursement.

Please let me know if you have any questions. Thank you.

