



Randy Winkler, Mayor  
Jay Miller, Mayor Pro Tem  
Richard Carter, Councilor  
Barbara Clifton, Councilor  
Joe Elliott, Councilor  
Dirk Myers, Councilor  
Jonathan Rice, Councilor

City Hall  
City Council Chambers  
202 Railroad Avenue  
Rifle, CO

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**REGULAR MEETING  
February 4, 2015**

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

6:00 p.m. Discuss Heritage Center concept with Rifle Creek Center for Historical Preservation (Becky Mall)

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

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

- 7:00 p.m. 1. Regular Meeting Call to Order and Roll Call
- 7:03 p.m. 2. Consent Agenda – consider approving the following items:
- A. Minutes from the January 21, 2015 regular meeting
  - B. 3<sup>rd</sup> Amendment to Intergovernmental Agreement – Garfield County Emergency Communications Authority
  - C. Designate Representatives to County Health Pool
  - D. Department of Local Affairs Grant Agreement EIAF 7618 – Rifle Regional Water Treatment Facility (PALL Membrane and Processing Equipment)
  - E. Repeal Enforcement of Parking and Related Restrictions on Private Property - Ordinance No. 1, Series of 2015 – 2<sup>nd</sup> reading
  - F. *Acting as Liquor Licensing Authority* Liquor License Renewals: Kum & Go #921, Kum & Go #922, Brenden Theatres
  - G. Accounts Payable
- 7:08 p.m. 3. Citizen Comments  
(For items not listed as public hearings on the agenda. Please limit comments to 3 minutes.)

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|-----------|-----|--|
| 7:11 p.m. | 4.  | Action, if any, on Workshop Items (Mayor Winkler)  |
| 7:15 p.m. | 5.  | Consider waiving fees at Huffman Gulch for Rifle Snowmobile Club's Annual Poker Run (Carleton Hoffmeister)                               |
| 7:20 p.m. | 6.  | Consider award for Owner Advisor Services to Phil Vaughan Construction Management, Inc. (Dick Deussen) <i>Acting as Water Enterprise</i> |
| 7:30 p.m. | 7.  | Consider award for Geotechnical Services to CTL Thompson (Dick Deussen) <i>Acting as Water Enterprise</i>                                |
| 7:40 p.m. | 8.  | Consider affirming emergency expenditures on 3 million gallon water tank (Matt Sturgeon) <i>Acting as Water Enterprise</i>               |
| 7:50 p.m. | 9.  | Administrative Reports   |
| 8:00 p.m. | 10. | 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 18, 2015 at 7:00 p.m.***



**RIFLE CITY COUNCIL MEETING**

Wednesday, January 21, 2015

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 Randy Winkler.

**PRESENT AT ROLL CALL:** Councilors Rich Carter, Barb Clifton, Joe Elliott, Jay Miller, Dirk Myers, and Mayor Randy Winkler.

Councilor Miller moved to excuse Councilor Jonathan Rice from tonight’s meeting; seconded by Councilor Myers. Roll Call: Yes – Carter, Clifton, Elliott, Miller, Myers, Winkler

**OTHERS PRESENT:** City Manager Matt Sturgeon; City Clerk Lisa Hamilton; City Attorney Jim Neu; Rifle Community Television Assistant Manager Michael Churchill; Police Officer Max Bowen; Assistant City Manager Kimberly Bullen; Police Officer Carlos Cornejo; Utilities Director Dick Deussen; Police Chief John Dyer; Police Sergeant Mike Kuper; Resident Engineer Jim Miller; Police Sergeant Diego Pina; Police Office Manager Robin Steffen; Police Officer Stephanie Straw and her family; Police Officer Will VanTeylingen; Parks and Recreation Director Tom Whitmore; Police Sergeant Kirk Wilson; and Eric Romero.

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

- A. Minutes from the January 7, 2015 Special and Regular Meetings
- B. Auditor Engagement Letter
- C. Memorandum of Understanding with Department of Local Affairs for Main Street Program
- D. Accounts Payable

Councilor Carter moved to approve Consent Agenda Items A, B, C, and D; seconded by Councilor Miller. Roll Call: Yes – Carter, Clifton, Elliott, Miller, Myers, Winkler

**CITIZEN COMMENTS**

There were no citizen comments.

**ADMINISTER OATH OF OFFICE TO POLICE OFFICER STEPHANIE STRAW**

Police Chief John Dyer introduced newly-hired Police Officer Stephanie Straw and administered the oath of office to her.

**CONSIDER GUARANTEED MAXIMUM PRICE ON TASK #1 CONTRACT TO MOLTZ CONSTRUCTION FOR THE RIFLE REGIONAL WATER PURIFICATION FACILITY (ACTING AS WATER ENTERPRISE)**

City Manager Matt Sturgeon reported that Moltz Construction had submitted a price of \$6,402,888 on the contract for Task #1 of the new water treatment plant construction. Utilities Director Dick Deussen and Resident Engineer Jim Miller reviewed Moltz’ submission and believe there could be some adjustments to this price. Council had previously authorized staff to enter into water treatment plant contracts such as this. Staff requested that Council endorse entering into this contract.

Councilor Myers moved to approve up to \$6.5 million for the contract for Task #1 for the Rifle Regional Water Purification Facility; seconded by Councilor Elliott. Roll Call: Yes – Carter, Clifton, Elliott, Miller, Myers, Winkler

**CONSIDER AUTHORIZING SGM TO PROVIDE ENGINEERING SERVICES FOR THE 3 MILLION GALLON RESERVOIR REHABILITATION (ACTING AS WATER ENTERPRISE)**

Mr. Deussen and Mr. Miller reported that they requested SGM Incorporated to provide an estimate for the engineering cost for rehabilitation of the existing 3 million gallon (MG) reservoir as well as the engineering cost for design of a new 2 MG reservoir. Staff recommends proceeding with this design so that it is ready when needed. The cost for this work is estimated at \$70,000 and will be invoiced by time and expense.

Councilor Carter moved to authorize SGM Incorporated to provide engineering services for the 3 million gallon reservoir rehabilitation project and a new 2 million gallon tank for an amount not to exceed \$70,000; seconded by Councilor Elliott. Roll Call: Yes – Carter, Clifton, Elliott, Miller, Myers, Winkler

**CONSIDER DEERFIELD REGIONAL PARK PHASE 1 AMENDMENT TO AGREEMENT WITH PNCI**

Parks and Recreation Director Tom Whitmore explained that some final items on the Deerfield Phase 1 Construction Project must be delayed until spring. The concession/press box/restroom building and the new dugouts are essentially complete. The larger component of work that remains to be completed is Plaza concrete. The quality of the product will be best if the work is performed in warmer weather. PNCI will be responsible for assuring safe ingress and egress to the complex by the public during early spring baseball and spring soccer, until the concrete and all other items are finished and the contractors have vacated the site. Staff expects to have a Certificate of Occupancy for the building and to use the building, bleachers, and dugouts, when Rifle High School baseball begins.

Councilor Miller moved to approve the First Amendment to the Construction Agreement with PNCI for Deerfield Regional Park Phase 1; seconded by Councilor Clifton. Roll Call: Yes – Carter, Clifton, Elliott, Miller, Myers, Winkler

**CONSIDER REPEALING SECTION 8-1-120 OF THE RIFLE MUNICIPAL CODE REGARDING ENFORCEMENT OF PARKING AND RELATED RESTRICTIONS ON PRIVATE PROPERTY - ORDINANCE NO. 1, SERIES OF 2015 – 1ST READING**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, REPEALING SECTION 8-1-120 OF THE RIFLE MUNICIPAL CODE REGARDING ENFORCEMENT BY THE CITY OF RIFLE OF PARKING AND RELATED RESTRICTIONS ON PRIVATE PROPERTY

Police Chief John Dyer stated concerns with the Rifle Police Department enforcing private parking restrictions. As a matter of public policy, the Police Department’s focus should be on public safety and order, not on private property issues. Proposed Ordinance No. 1, Series of 2015, would repeal the section of the Rifle Municipal Code allowing the Police Department to enforce parking restrictions on private property. The Police Department would still be able to enforce handicapped parking restrictions and fire lane restrictions. The down side of this repeal is that the Department would not be able to assist private property owners in parking disputes by issuing tickets. The Department could still help by mediation, though.

Councilor Miller moved to approve Ordinance No. 1, Series of 2015, on first reading, as presented, and to order it to be published as required by Charter; seconded by Councilor Clifton. Roll Call: Yes – Carter, Clifton, Elliott, Miller, Myers, Winkler.

**ADMINISTRATIVE REPORTS**

Mr. Sturgeon wished his daughter happy birthday. He reported on a water line break and a diesel fuel spill.

**COMMENTS FROM MAYOR AND COUNCIL**

Councilor Elliott reported that the Rifle Housing Authority received Federal Mineral Lease District grants.

Councilor Clifton congratulated Kimberly Bullen on her promotion to Assistant City Manager.

Councilor Myers wished his daughter happy birthday.

Meeting adjourned at 7:46 p.m.

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Lisa K. Hamilton  
City Clerk

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Randy Winkler  
Mayor



## Garfield County Emergency Communications Authority

970-625-8095  
<http://www.GarCo911.org>  
585 East First Street  
Rifle, Colorado  
81650-2487

Carl Stephens  
Executive Director  
[StephensC@garco911.com](mailto:StephensC@garco911.com)  
970-930-1096

January 22, 2015

Matt Sturgeon  
City of Rifle  
202 Railroad Ave  
Rifle, CO 81650

Re: Third Amendment to the Intergovernmental Agreement  
Garfield County Emergency Communications Authority

Dear Mr. Sturgeon:

As you know, your jurisdiction is a Member of the Garfield County Emergency Communications Authority (the "Authority") formed in the late 1990s pursuant to an Intergovernmental Agreement (the "IGA"). The Authority provides 911 dispatch and emergency communication services for the Garfield County region and is funded by a dedicated County sales tax. The Board of Directors of the Authority, made up of representatives from each Member jurisdiction, approved a Third Amendment to the IGA (the "Third Amendment") at its December 2014 meeting and authorized staff to forward the Third Amendment to each jurisdiction for approval. Under the IGA, we need unanimous approval of the Amendment for it to take effect. Below I outline the amendments and the reasoning for the changes for you to pass on to your board or council; none of which are major policy shifts. We respectfully request that the Third Amendment be placed on your governing body's agenda for approval.

### Introduction

The primary impetus to amend the IGA is to allow Executive Board Members of the Authority the ability to appoint an alternate member in his or her absence so a quorum can regularly be obtained. In addition, with the consolidation of Burning Mountain Fire Protection District and Rifle Fire Protection District into Colorado River Fire Protection District, that change should be reflected in the IGA. Because of the effort it takes to gain approval of amendments to the IGA from the Members of the Authority, we also looked at other house-cleaning amendments to include at this time, which were refined by the Board at two meetings.

Included is a redline version of the current IGA showing the proposed amendments and Resolution No. 6, Series of 2014 submitting the Third Amendment to the Members of the Authority for approval. Article XXI of the IGA requires unanimous approval of amendments to the IGA concerning budget and membership on the Board, both of which are in the Third Amendment, so we will need to present this to and obtain approval by all Member jurisdictions. Also included is a clean signature page that will be attached to a clean version of the IGA through the Third Amendment.

## Amendments

Some of the amendments shown in the Third Amendment are self-explanatory, but I will go through each one for the sake of clarity.

*Page 1: Burning Mountain Fire Protection District and Rifle Fire Protection District consolidated into Colorado River Fire Protection District, which is now reflected in the IGA as Member jurisdictions.*

*Page 2: These amendments clarify that it is Garfield County Resolution 96-54 that created the sales tax and eliminates initial language in the IGA that is no longer applicable.*

*Page 4: Action by the Board of Directors is usually by motion and this amendment conforms to the practices of the Authority. Minutes of Board meetings record the motions passed.*

*Page 6: The amendments to Article VIII(A) allows Executive Board Members to appoint another member from his or her jurisdiction to act at a meeting of the Executive Board if they cannot attend a meeting. This will help obtain quorums for the monthly meetings.*

*Article VIII(B) requires a meeting of the Executive Board each month, when in practice the Board does not meet in November because of the Thanksgiving holiday. In addition, in the event a quorum is not obtained, this requirement implies a special meeting should be held. This amendment allows flexibility to the Board so long as it is properly conducting its business.*

*The amendments to Article VIII(D)(2) come from a prior attempt to amend the IGA in 2006 that never gained the required signatures from the Members. This change removes the Board of Directors from reviewing personnel actions and leaves it to the Executive Board pursuant to adopted personnel policies of the Authority. Convening the entire Board of Directors of the Authority is difficult and the Executive Board is much closer to the operations of the Authority.*

*Page 7: Because the Authority is a separate legal entity created by Section 29-1-201, C.R.S., it is subject to the Local Government Budget Law of Colorado set forth in Section 29-1-101, C.R.S., et. seq. The Authority will coordinate with Garfield County's budget cycle and the appropriation of the sales tax; however, the Authority does not adopt its budget in October, so that requirement is deleted from the IGA. The language at the end of Article IX is no longer applicable.*

*Page 8: Article XIV prohibits the Authority from obtaining legal services from an attorney that also advises a Member. The Authority's current legal counsel represents the City of Rifle and is special counsel to several other jurisdictions. We were not aware of this restriction when they were retained. Because almost every jurisdiction in Garfield County is a Member of the Authority, this restriction would force the Authority to retain an attorney that does not regularly practice local government law, losing many efficiencies and expertise, or find an attorney in another county that would create travel expenses. The Colorado Rules of Professional Conduct regulates conflicts of interests for all attorney-client relationships, so those regulations ensure there are no conflicts of interests. There has yet to be a dispute between the Authority and a Member, and if there were one that created a conflict of interest, the attorney would express the conflict and special counsel would be hired.*

*Pages 13 and 14: These changes conform the signature pages to the current Membership.*

Thank you for your assistance with administering this matter and if you need any additional information, please feel free to contact me.

GARFIELD COUNTY EMERGENCY  
COMMUNICATIONS AUTHORITY



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Carl Stephens, Executive Director

**INTERGOVERNMENTAL  
AGREEMENT  
OF  
GARFIELD COUNTY  
EMERGENCY  
COMMUNICATIONS  
AUTHORITY**

# INTERGOVERNMENTAL AGREEMENT ESTABLISHING GARFIELD COUNTY COMMUNICATIONS AUTHORITY

THE PARTIES to this Agreement are THE BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, COLORADO, (a legal and political subdivision of the State of Colorado); THE TOWN OF CARBONDALE, (a duly organized corporation within the State of Colorado), THE CARBONDALE RURAL FIRE PROTECTION DISTRICT, (a duly organized special district and governmental entity within the State of Colorado); THE CITY OF GLENWOOD SPRINGS, (a duly organized municipal corporation within the State of Colorado); GLENWOOD SPRINGS RURAL FIRE PROTECTION DISTRICT, (a duly organized special district and governmental entity within the State of Colorado); THE TOWN OF SILT, COLORADO, (a duly organized municipal corporation within the State of Colorado); THE TOWN OF NEW CASTLE, (a duly organized municipal corporation within the State of Colorado); ~~THE BURNING MOUNTAINS FIRE PROTECTION DISTRICT~~ THE COLORADO RIVER FIRE PROTECTION DISTRICT, (a duly organized special district within the State of Colorado); THE CITY OF RIFLE, (a duly organized municipal corporation within the State of Colorado); THE TOWN OF PARACHUTE, (a duly organized municipal corporation within the State of Colorado); ~~THE RIFLE FIRE PROTECTION DISTRICT, (a duly organized special district within the State of Colorado)~~; and THE GRAND VALLEY FIRE PROTECTION DISTRICT, (a duly organized special district within the State of Colorado).

WHEREAS, pursuant to the provisions of Section 29-1-201, C.R.S., as amended, the parties have the power and authority to enter into this Agreement for the purpose of providing a unified County emergency communications system; and

WHEREAS, this Intergovernmental Agreement is intended to promote the coordination of full-time and event-specific emergency service communications, and dispatching by and for the parties; and

WHEREAS, this Intergovernmental Agreement is further intended to lead to the creation of a centralized countywide emergency communications operation; and

WHEREAS, significant cost and organizational efficiencies can be realized if such facilities or site acquired is constructed, leased, operated and maintained jointly by the parties through a separate, durable intergovernmental agreement, and entity.

NOW, THEREFORE, in consideration of the mutual covenants and commitments set forth herein, the parties agree as follows:

## Article I - Purpose

As permitted by Section 29-1-203, C.R.S., as amended, the parties hereby establish a separate legal entity to be known as the "Garfield County Emergency Communications Authority," (herein-after referred to as the "Authority"), which shall be, responsible for establishing and

administering the operation of a countywide emergency communications and dispatch program as set forth herein. All parties to this agreement are aware that the Authority as so established is a separate legal entity, which entity can enter into independent contracts, sue and be sued, and bears its own liability. This Authority has been established to implement that portion of the sales tax enacted in 1996 concerning the provision of County-wide emergency communications and dispatch services. (See Section 2.a. of Garfield County Resolution 96-54.)

~~It is recognized that all services cannot be provided on the effective date of creation of this Authority, but that such services will be provided pursuant to an anticipated schedule attached hereto as **Exhibit A**.~~

## **Article II - Effect**

The Agreement shall take effect and the Authority shall be formed upon the execution of this agreement by the Board of County Commissioners of Garfield County, the City of Glenwood Springs, and the City of Rifle. Additional members shall be considered joined to the Authority upon the date of their execution of this Agreement.

## **Article III - Additional Members**

Additional members may be added to the Authority, if an entity is qualified to enter into an Intergovernmental Agreement pursuant to the provisions of Section 29-1-201, C.R.S., as amended, and such entity application for membership is accepted by the majority of the Authority members as such exists on the date of the requesting entity's application. The parties to this Agreement shall not be subject to these restrictions.

## **Article IV - Duties and Powers of the Authority**

A. The authority of any party shall not be imputed to any other party or the Authority, and no debt, liability or obligation of the Authority shall be imputed to any party.

B. In order to achieve its purpose, the authority is hereby authorized, in its own name, to perform all acts necessary for the exercise of its powers including the following:

1. To make and enter into contracts, including agreements to receive and provide services, including administrative and financial services necessary for the operation of the authority, including auditing, financial and payroll services, legal services, and other incidental services normally associated with the operation of a governmental entity.

2. To provide dispatch services and emergency communication services of all kinds, including the handling and processing of arrest warrant information for arrest warrants issued by the courts in the State of Colorado and other states of the United States, for the benefit of and on behalf of all of the parties to this Agreement, including the provision of 911 and E-911 services directly or by contract.

3. To provide emergency communications and dispatch services as defined in paragraph 2 above for private organizations to the extent that such contract requires the payment of adequate consideration for the provision of those services.
4. To employ agents and employees necessary to carry out the purposes of this Agreement.
5. To acquire, construct, maintain, manage, lease, hold or dispose of any real property necessary for the purposes of this Agreement.
6. To acquire, construct, maintain, manage, lease, hold or dispose of any personal property necessary for the purposes of this Agreement.
7. To condemn property for public use to the extent needed for the acquisition of utility easements, access easements, repeater, and transmission facilities, to the extent all such facilities or similar facilities are located at sites remote from a central dispatch center and not otherwise held or owned by another public entity.
8. To incur debts, liabilities and obligations necessary for the operation of the Authority, to sue and be sued in its own name.
9. To have and use a corporate seal.
10. To fix, maintain, revise, fees, rates and charges for functions or services or facilities provided by the entity for those not members of the Authority, as well as fees to members for special services not contemplated in the day-to-day operation of the Authority, pursuant to a fee schedule adopted by the Board of Directors.
11. To adopt by resolution, regulations respecting the exercise of the authorities, powers and carrying on of its purposes.
12. To apply for and accept grants, advances and contributions.
13. To adopt annually a budget setting forth all administrative, operational, capital (capital replacement and capital reserves) and fund reserves expenditures, and submit that budget for final approval to the Board of County Commissioners of Garfield County as required by Section 30-11-107, C.R.S., as amended.
14. To authorize expenditures pursuant to the approved budget and appropriations.

## **Article V - Board of Directors**

The governing body of the Authority shall be known as the Board of Directors, in which all legislative power of the Authority shall be vested. The Board of Directors shall be comprised of the following:

- A. Each member shall be entitled to one representative on the Board of Directors.

1. For those members that are municipal entities, their designees shall be their Chief of Police or Chief Law Enforcement Officer.
  2. For those members that are Special Districts, their representative shall be appointed by the Board of that Special District and shall be either a Board member or member of the staff.
- B. The Board of County Commissioners of Garfield County shall be entitled to one member of the Board of Commissioners as elected by that Board.
- C. The Garfield County Sheriff.
- D. Two elected officials selected by lot annually' from member agencies for a one (1) year term.
- E. One (1) citizen representative who is not otherwise associated with any of the member agencies to be appointed by a majority of the other members of the Board of Directors.

## **Article VI - Actions, Powers and Duties of the Board of Directors**

- A. The Board of Directors shall have general supervision over all financial, budgetary and administrative affairs of the Authority except as specifically provided in this Intergovernmental Agreement.
- B. The Board of Directors shall adopt Bylaws within sixty (60) days of the first meeting of the Board of Directors in order to conduct its business in proper manner. The Bylaws shall control to the extent they do not conflict with this IGA.
- C. The Board of Directors shall meet at least once annually to approve the budget for the Authority, as set forth herein.
- D. The Board of Directors shall have authority to act on all matters by a majority of the quorum, except as set forth herein, at a regularly scheduled Board of Directors meeting. The quorum of the Board shall consist of a majority of the member's representatives. The Board of Directors shall meet at times and places established by the Bylaws or by resolution of the Board of Directors. In the following areas, the Board of Directors shall act with approval of a majority of the membership:
1. Approval of the annual budget;
  2. Contract approval for agreements with member entities, when such agreement provide for general emergency dispatch and communication services to be provided by that member entity. (This area of contract approval may not be delegated.)
- E. The meetings of the Board of Directors shall be subject to the provisions of the Colorado Open Meetings Law, and the Colorado Open Records Act. All meeting minutes and notices shall be maintained as required pursuant to those provisions.

F. The officers of the Authority shall consist of the Chairman, the Vice-Chairman, the Secretary and the Treasurer. The Chairman shall be responsible for conducting all meetings pursuant to Robert's Rules of Order unless other meeting procedures are adopted by the Board of Directors as a part of their Bylaws. The Vice-Chairman shall be responsible for conducting all meetings in the absence or disqualification of the Chairman. The Secretary shall be responsible for preparing, reviewing and verifying all minutes of the meetings of the Board of Directors and shall attest all documents executed by the Chairman on behalf of the Authority. The Treasurer shall be responsible for all financial affairs of the Authority, including but not limited to, budget preparation, long range financial planning, banking activities and accounting reports. Funds of the Authority shall be expended in conformity with the Bylaws of the Authority.

G. Action of the Board of Directors shall be by motion or resolution.

H. By motion or resolution the Board may implement all powers of the Authority.

## **Article VII - Colorado Crime Information Center Control Committee**

The Colorado Crime Information Center Control Committee, also referred to as "CCIC Committee" shall consist of three (3) Chief Law Enforcement Executives active in Garfield County, as appointed by the Board of Directors. The duties of the CCIC Committee shall be as set forth herein. The CCIC Committee, at its first meeting, shall elect a Chair, Vice-Chair and Secretary. In conducting its business, the CCIC Committee shall meet at least one time per month.

Unless the CCIC computer terminals are controlled by separate entities through contract, the CCIC Committee shall be specifically responsible for overseeing and supervising the operation of the CBI Criminal Records Computer Terminal. In regard to operation and maintenance of that facility, the CCIC Committee shall have the sole and exclusive authority superseding the authority of the Board of Directors in that regard. All employees and staff of the Authority responsible for any operational aspects of that computer terminal shall be supervised by the CCIC Coordinator.

## **Article VIII - Executive Board**

A. Purpose

There shall exist an executive Board for the Authority whose purpose shall be to serve as primary supervisors and administrators of the Authority on a day-to-day basis. The Executive Board shall consist of the Garfield County Sheriff, one (1) member of the Board of County Commissioners of Garfield County, as elected by that Board, one (1) private citizen not otherwise associated with the Authority to be appointed by the Authority Board of Directors, two (2) law enforcement representatives to be appointed by the Authority Board of Directors and two (2) Fire/EMS representatives to be appointed by the Authority Board of Directors. All members of the Executive Board must also be members of the Board of Directors. The Garfield County Sheriff may appoint the Garfield County Undersheriff to attend Executive Board meetings in the absence of the Sheriff, ~~and~~ the Garfield County Commissioner representative may appoint one

other County Commissioner to attend in his/her absence, a law enforcement representative may appoint another member from that jurisdiction's police department in his/her absence, and a Fire/EMS representative may appoint another member from that jurisdiction's fire department/district in his/her absence. Such designated representatives shall have full power to participate and vote at such meetings to the same extent as the ~~Sheriff and the County Commissioner~~absent representative.

~~No other Executive Board member shall be permitted to appoint or substitute a replacement.~~

#### B. Terms

The terms of all members of the Executive Board shall be established in the Bylaws of the Authority. At a minimum, the terms of some members shall be staggered and none shall exceed three years in length. In addition, the status of Executive Board officers and procedural roles for the Executive Board shall be established by the Authority Bylaws.

#### C. Meetings of Executive Board

The Executive Board shall establish a regular meeting schedule which schedule shall be published during January of every calendar year. The Executive Board shall ~~hold at least one regularly scheduled meeting every month and may~~ conduct as many regularly scheduled meetings, special meetings, or emergency meetings as that Board deems necessary to properly conduct its business. All Executive Board members shall attend all meetings of the Executive Board. Any Executive Board member, except the Garfield County Sheriff and the Garfield County Commissioner representative, who fails to attend five (5) regularly scheduled meetings in any twelve (12) month period may be removed by the Executive Board. Any member so removed shall be replaced for the unexpired term of the member removed by a representative from the same discipline occupied by the removed Board member.

#### D. Powers, Actions and Duties of Executive Board

In order to achieve the purpose set forth above, the Executive Board shall have the following powers, duties and responsibilities:

1. To recommend contracts for execution by the Board of Directors.
2. To have all personnel responsibility for the staff of the Authority, including the initial hiring, termination and disciplinary responsibility for that staff. ~~In this capacity, the Executive Board shall have the authority to hire individuals pursuant to a properly adopted personnel policy. Additionally, the Executive Board shall have the authority to terminate employees, subject to review by the Board of Directors, as established by that policy.~~ In this capacity, the Executive Board shall have the authority to hire, discipline and terminate individuals pursuant to a properly adopted personnel policy and to conduct such review of termination and disciplinary actions as it shall establish by the personnel policy to be adopted by the Executive Board.

3. Additionally, the Executive Board shall have supervisory responsibility over the day-to-day decision making process of the staff and employees of the Authority, which supervision powers shall be subject to review by the Authority Board of Directors only when acting in its capacity as that Board. Staff supervision shall not be subject to review by individual members of the Board of Directors.
4. The ability to enter into contracts and agreements as established by the Board of Directors through resolution.
5. All other powers, duties and responsibilities delegated to the Executive Board by the Board of Directors, except those responsibilities set forth at Article Four - B.5 which shall be non-delegable to the Executive Board.

### **Article IX - Budget**

The Board of Directors shall provide in the Bylaws for an Authority budget cycle which coincides with the budget cycle for Garfield County and complies with the Local Government Budget Law of Colorado. ~~The Board of Directors shall adopt its budget at least three months prior to the end of the fiscal year.~~ That budget shall set forth all administrative, operational, capital (capital replacement and capital reserves) and fund reserve expenditures for the following fiscal year. Such budget shall anticipate that the primary source of revenue will be from the Garfield County Sales Tax as adopted by the electorate in November of 1996. (See Section 2.a. of Garfield County Resolution 96-54.) The budget shall be subject to annual review, approval and appropriation by the Board of County Commissioners. Once appropriated, all expenditures will not exceed the budget or amended budget approved by the Board of County Commissioners. Additionally, the Board of Directors may anticipate revenue from grants, donations, non-member user charges, fees collected from an approved schedule, fees for special services to members, and interest on funds received by the Authority. All revenue sources shall be specifically identified in the budget process. ~~To the extent funds are appropriated by the Board of County Commissioners for county wide emergency communications for budget years 1997, 1998, and 1999, the Board shall appropriate the designated sales tax to the Authority. This provision shall be reviewed in May 1999.~~

### **Article X - Financial Services**

The Authority shall maintain its own bank accounts and funds separate from those of the members. All monies shall be kept in accordance with statutory requirements for public funds specified in Section 24-75-601, and Section 11-10.5-101, C.R.S., as amended. All investments of funds appropriated to the Authority shall comply with statutory limitations. No member agency shall be permitted to provide the services set forth in this section.

### **Article XI - Personnel**

The Authority is authorized to employ necessary staff and personnel to perform its purpose of providing a county-wide emergency communications and dispatch operation. The Authority

shall maintain adequate insurance to cover employment-related lawsuits brought by or on behalf of any employee retained by the Authority. Additionally, the Authority is authorized to contract with members and parties to this Agreement for the provision of necessary staff and personnel to perform its functions. Through such contractual arrangement with members and parties to this Agreement, the Authority shall not undertake an employee/employer relationship with the employees of the party performing the contracted services.

To the extent the Authority retains its own staff; the Authority shall adopt a personnel policy specifying the conditions of that employment. For the position of Executive Director and other specific positions denominated by the Board of Directors, the Authority may enter into a contractual arrangement, which contracts must establish an at-will employment status, but contain specific severance provisions to the extent permitted by law, and by the budget of the Authority.

## **Article XII - Records**

The parties to this Agreement and all other members shall, have access at all times to the records of the Authority. Nevertheless, the records of police dispatching activities shall be deemed criminal justice investigatory files, and the records of the agency or agencies involved, not the records of the Authority. Records of medical dispatching activities shall be deemed medical records and shall be further deemed to be the records of the agency or agencies involved and the not the records of the Authority. All requests for release of the foregoing records shall be directed to the affected agencies. All other records shall be deemed public records and their release governed by law.

## **Article XIII - Audits**

Pursuant to Colorado law, the Authority shall cause an annual independent audit to be made of its books and records. This audit shall be provided to the governing body of each party to this Agreement.

## **Article XIV - Legal Services**

The Authority through the Board of Directors, may contract for legal services within limitations of its budget. Legal advice provided by the attorneys for members, and the parties to this Agreement, shall not constitute legal advice to the Authority, but shall be deemed legal advice to that party. ~~The Authority may not retain any attorney who also advises a member agency.~~

## **Article XV - Insurance**

The Authority shall maintain the following insurance coverages as established by the Board of Directors in the Bylaws or otherwise.

A. Workers Compensation Insurance as required by law to cover all employees, Board members, officials and volunteers of the Authority.

- B. General liability insurance, including without limitation, insurance covering employment-related claims. Where deductibles or retentions are involved, the budget of the Authority shall include an appropriate reserve to cover such expenses.
- C. Automobile liability insurance in at least the statutory minimum. Where deductibles or retentions are involved, the budget of the Authority shall include an appropriate reserve to cover such expenses.
- D. Errors and omissions insurance covering each director and member of the Executive Committee.
- E. Property insurance in amounts to cover accidental damage, loss or destruction of Authority property.

### **Article XVI - Services to Non-Members or Non-Parties**

The Authority may contract to provide services to governments or organizations. All such contracts shall require consideration paid to the Authority in an amount at least equivalent to the services provided, unless a lesser amount of consideration has been approved by a majority of the membership of the Authority. Services may be terminated for failure to provide prompt payment.

### **Article XVII - Withdrawal, Termination and Dissolution**

- A. Parties and members may withdraw from this Agreement upon written notice to the Authority, giving six (6) months notice prior to the commencement of the fiscal year in which membership in the Authority will cease. A party which has given notice of withdrawal retains all rights and obligations of a party until the effective date of the withdrawal.
- B. Except as otherwise provided in this IGA, upon the effective date of withdrawal or termination of participation in this intergovernmental agreement and in the Authority, the party or member forfeits any and all right, title and interest that it might otherwise have in the property or assets of the Authority.
- C. Termination of the membership of any party or member may be accomplished by a 2/3 vote of the members of the Authority. Such termination may be accomplished solely through a finding that a member has violated the terms of this Agreement.
- D. The Authority may be dissolved through termination of this Agreement by the written mutual consent of three-quarters (3/4) of all members in good standing, which 3/4 majority must include the City of Glenwood Springs, the City of Rifle, and the Board of County Commissioners of Garfield County. The agreement providing for dissolution of the Authority shall also provide that all assets titled to or held in the ownership of the Authority shall become the property and under the ownership of the Board of County Commissioners.

E. Upon withdrawal, termination or dissolution, members shall retain ownership of all property and assets separately titled to those owners.

### **Article XVIII - E-911**

The Authority may contract with municipalities, special districts or other authorities to undertake the provision of 911 or E-911 services. Any agreement to provide that service must also provide for full reimbursement for undertaking E-911 operations. E-911 service provided on behalf of a separate entity shall be undertaken pursuant to written contracts approved by a majority of the members.

### **Article XIX - Contracts with Members**

The Authority may not enter into contracts with members for the provision of administrative services required to be performed by the Authority pursuant to this Agreement. However, the Authority may enter into contracts with members for the purchase or lease of equipment, sites, or real property. Additionally, the City of Rifle and Garfield County may enter into contracts with the Authority for the provision of initial general emergency dispatch and communication services. Such contracts may continue until the Authority is able to provide general emergency county-wide communications and dispatch services through its own staff and equipment.

### **Article XX - Radio Frequencies**

Each member shall offer for the common use of the Authority all radio frequencies licensed to the member which are appropriate for fire or law enforcement use. Each member agrees to abide by the decisions of the Authority concerning use of such frequencies. Every member agrees to renew such licenses unless relieved of that obligation by the Authority. The Authority shall bear all costs and undertake all duties regarding transfer of ownership of such licenses, if required by Federal regulation. The Executive Director and Authority shall coordinate renewal and management of all licenses to ensure their viability.

### **Article XXI - Amendments**

Except as set forth in this paragraph, this IGA may be amended by the approval of not less than two-thirds (2/3) of the entire membership of the members and parties in good standing, including approval of the City of Glenwood Springs, the City of Rifle, and the Board of County Commissioners of Garfield County. For all amendments concerning budget, appropriation, membership on the Board of Directors or membership in the IGA, unanimous approval shall be required.

### **Article XXII - Miscellaneous Provisions**

A. The waiver by the Authority or any party of any breach of any term, covenant, or condition of this intergovernmental agreement by any other party or the Authority shall not be

deemed a waiver of such term, covenant, or condition for any subsequent breach of the same or of any other term, covenant, or condition of this intergovernmental agreement.

B. Any party shall have the right to enjoin any substantial breach or threatened breach of this intergovernmental agreement by any other party, and shall have the right of specific performance of this intergovernmental agreement.

C. This intergovernmental agreement is solely for the benefit of the parties hereto, and no third party shall be entitled to claim or enforce any rights hereunder except as expressly provided herein.

D. This intergovernmental agreement contains the entire agreement between the parties and shall not be amended or modified in any manner except in accordance with the amendment procedure set forth herein.

E. All notices to parties shall be deemed to have been given when mailed to the governing body of a party. Additionally, all notice to the Authority shall be deemed to have been given when mailed to the Board of Directors of the Authority.

F. If any provision of this Agreement or the application thereof to any party or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application; and, to this end, the provisions of the Agreement are deemed to be severable.

G. No assignment of any of the rights or obligations created by this Agreement in favor of any party to this Agreement may be assigned in whole or in part without the prior written approval of that party or parties, and all such assignments so approved shall be null and void. This provision shall not bar the undertaking of a contractual agreement by the Authority to obtain provision of these services required to be provided by the Authority.

H. The section headings of this Agreement are for convenience only and are not to be used to interpret or give effect to this Agreement. Unless otherwise indicated by the text, the singular includes the plural, and the masculine includes the feminine.

I. The provisions of this Agreement shall apply to and bind the legal representatives and successors of interest of all of the parties and all of the covenants are to be construed as conditions of this Agreement.

J. The Authority created through the execution of this document shall hold harmless, indemnify and defend the Board of County Commissioners of Garfield County and every member to the Authority from any claim arising from or in any way related to the creation, operation or performance of the Authority, its officers, directors, employees or agents, whenever that entity or those individuals are acting in their capacity on behalf of the Authority.

K. This Agreement may be executed in counterpart copies and shall be in full force and effect as set forth above.

IN WITNESS WHEREOF, the parties to this intergovernmental agreement have affixed their seals and signatures on the day and year set forth below their respective signatures.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
GARFIELD COUNTY, COLORADO

\_\_\_\_\_  
Clerk of the Board  
Dated: \_\_\_\_\_

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

ATTEST:

TOWN OF CARBONDALE

\_\_\_\_\_  
Town Clerk  
Dated: \_\_\_\_\_

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

ATTEST:

CARBONDALE RURAL FIRE PROTECTION  
DISTRICT

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

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

ATTEST:

CITY OF GLENWOOD SPRINGS

\_\_\_\_\_  
City Clerk  
Dated: \_\_\_\_\_

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

ATTEST:

GLENWOOD SPRINGS RURAL FIRE  
PROTECTION DISTRICT

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

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

ATTEST:

TOWN OF SILT

\_\_\_\_\_  
Town Clerk  
Dated: \_\_\_\_\_

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

ATTEST:

TOWN OF NEW CASTLE

\_\_\_\_\_  
Town Clerk  
Dated: \_\_\_\_\_

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

ATTEST:

~~BURNING MOUNTAIN~~ COLORADO RIVER  
FIRE PROTECTION DISTRICT

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

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

ATTEST:

CITY OF RIFLE

\_\_\_\_\_  
City Clerk  
Dated: \_\_\_\_\_

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

ATTEST:

TOWN OF PARACHUTE

\_\_\_\_\_  
Town Clerk  
Dated: \_\_\_\_\_

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

~~ATTEST:~~

~~RIFLE FIRE PROTECTION DISTRICT~~

\_\_\_\_\_  
~~Secretary~~  
~~Dated: \_\_\_\_\_~~

By: \_\_\_\_\_  
~~President~~

ATTEST:

GRAND VALLEY FIRE PROTECTION DISTRICT

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

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



**To:** Mayor and City Council; Matt Sturgeon, City Manager

**From:** Lisa Hamilton, City Clerk

**Date:** Friday, January 30, 2015

**Subject:** County Health Pool designations

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County Health Pool (CHP) administers the group health plan for City employees. CHP's Bylaws require the City to designate annually, in writing, an official representative and one or more alternates for CHP Member meetings.

CHP also requires the City to designate correspondents for communications about monthly billing, enrollment/eligibility, and other general County Health Pool or industry matters.

The attached document makes those designations. I recommend you approve it.

# 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 Hamilton  
TITLE: City Clerk / Human Resources Director  
ADDRESS: 202 Railroad Avenue, Rifle CO 81650  
PHONE: (970) 665-6405 EMAIL:Lhamilton@rifleco.org

If applicable, the Designated Alternate Representative is;

NAME: Matt Sturgeon, City Manager

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**PUBLIC ENTITY DESIGNATED CORRESPONDENT** (individual(s) that will receive monthly billing invoices, provide enrollment terms/add/changes and other general correspondences intended for distribution to employees)

NAME: Tina Sandoval	NAME: Lisa Hamilton
TITLE: Payroll Clerk 202 Railroad Avenue	TITLE: City Clerk/HR Director 202 Railroad Avenue
ADDRESS: Rifle CO 81650	ADDRESS: Rifle CO 81650
PHONE: (970) 665-6444	PHONE: (970) 665-6405
EMAIL: Tsandoval@rifleco.org	EMAIL: Lhamilton@rifleco.org

COMPLETED BY: \_\_\_\_\_  
(**MUST** be completed and signed by governing body)

DATE: 02/04/2015





**To:** Mayor and City Council; Matt Sturgeon, City Manager

**From:** Kimberly Bullen, Assistant City Manager

**Date:** Friday, January 30, 2015

**Subject:** Department of Local Affairs – Energy Impact Assistance Contract

---

Attached is Energy Impact Assistance Fund 7618 Contract. This contract is with the Colorado Department of Local Affairs in the amount of \$2 Million dollars for the procurement of the PALL membrane system and processing equipment for the Rifle Regional Water Purification Facility. The City of Rifle is providing a 50% match for this grant in the amount of \$2 Million dollars which has been budgeted in the overall project budget.



**COLORADO**  
Department of Local Affairs  
Division of Local Government

January 27, 2015

Randy Winkler, Mayor  
City of Rifle  
202 Railroad Avenue  
Rifle, Colorado 81650  
RE: EIAF 7618 - Rifle Regional Water Treatment Facility

Dear Mayor Winkler:

Attached is the grant contract packet for the above-referenced Energy Impact Assistance Fund project. If the contract is satisfactory as written, please print and execute **three (3) originals** of the contract, signed and dated by an authorized signator (**original signatures only; no photocopies, stamped or e-signatures**). Please note that an authorized signator is a County Chief Elected Official, City/Town Mayor, or District Board President. If any other individual should sign this contract, you must provide a letter from the Chief Elected Official documenting the specific individual's delegated authority to sign.

**The following five (5) documents comprise the complete contract packet. Please note which documents are required to be returned to the State for final execution.**

1. Grant Agreement (return 3, each must have original signature by Authorized Official - no photocopies)
2. Exhibit A - Applicable Laws (return 1)
3. Exhibit B - Scope of Project (return 1)
4. Exhibit E - Project Performance Plan (return 1)
5. Exhibit G - Form of Option Letter (return 1)

**Please send these documents along with the return routing memo (see below) to:**

Department of Local Affairs  
ATTENTION: Diane Von Dollen  
1313 Sherman Street, Room 521  
Denver, CO 80203

If you have any questions, please call Elyse Ackerman (970) 248-7333 or me at (303) 864-7731.

Sincerely,

Beth Lipscomb  
Contracts Specialist  
Department of Local Affairs

Enclosures



RETURN ROUTING MEMORANDUM

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**TO:** Diane Von Dollen  
**THROUGH:** Kimberly Bullen, Assistant City Manager, City of Rifle  
**FROM:** Beth Lipscomb  
**DATE:** January 27, 2015  
**RE:** Contract Approvals

---

FOR FINAL APPROVAL ROUTING (3 COPIES ENCLOSED):

RE: EIAF 7618 - Rifle Regional Water Treatment Facility

Contractor's Federal I.D.# on file with Accounting

Form sent to Contractor to complete

Elyse Ackerman, DOLA Regional Manager



## GRANT AGREEMENT

Between

**STATE OF COLORADO  
DEPARTMENT OF LOCAL AFFAIRS**

And

**CITY OF RIFLE**

### Summary

Award Amount: \$2,000,000.00

**Identification #s:**

Encumbrance #: F15MLG7618 (*DOLA's primary identification #*)  
Contract Management System #: 76676 (*State of Colorado's tracking #*)

**Project Information:**

Project/Award Number: EIAF 7618  
Project Name: Rifle Regional Water Treatment Facility  
Performance Period: Start Date: \_\_\_\_\_ End Date: 01/31/17  
Brief Description of Project / Assistance: The Project consists of procurement of equipment and materials for the new water treatment facility in Rifle, Colorado.

**Program & Funding Information:**

Program Name: Energy & Mineral Impact Assistance Fund  
Funding source: Federal Funds  
Catalog of Federal Domestic Assistance (CFDA) Number (if federal funds): 15.227  
Funding Account Codes: 153 FAA0 128 5110

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EXHIBIT A – APPLICABLE LAWS

EXHIBIT B – SCOPE OF PROJECT

EXHIBIT C – RESERVED.

EXHIBIT D – RESERVED.

EXHIBIT E – PROJECT PERFORMANCE PLAN

EXHIBIT F – RESERVED.

EXHIBIT G – FORM OF OPTION LETTER

FORM 1 – RESERVED.

**1. PARTIES**

This Agreement (hereinafter called “Grant”) is entered into by and between the **CITY OF RIFLE** (hereinafter called “Grantee”), and the STATE OF COLORADO acting by and through the Department of Local Affairs for the benefit of the Division of Local Government (hereinafter called the “State” or “DOLA”).

**2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.**

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to (*see checked option(s) below*):

- A.  The Effective Date.
- B.  The Effective Date; provided, however, that all Project costs, if specifically authorized by the federal funding authority, incurred on or after March 1, 20XX, may be submitted for reimbursement as if incurred after the Effective Date.
- C.  insert date for authorized Pre-agreement Costs (as such term is defined in §4) , if specifically authorized by the funding authority . Such costs may be submitted for reimbursement as if incurred after the Effective Date.

### 3. RECITALS

#### A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 34-63-101 (Federal Mineral Leasing Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

#### B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

#### C. Purpose

The purpose of this Grant is described in **Exhibit B**.

#### D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

### 4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

#### A. Budget

“Budget” means the budget for the Project and/or Work described in **Exhibit B**.

#### B. Closeout Certification

“Closeout Certification” means the Grantee’s certification of completion of Work submitted on a form provided by the State.

#### C. Evaluation

“Evaluation” means the process of examining Grantee’s Work and rating it based on criteria established in **§6** and **Exhibit B**.

#### D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein:

- i. Exhibit A (Applicable Laws)
- ii. Exhibit B (Scope of Project)
- iii. Exhibit E (Project Performance Plan)
- iv. Exhibit G (Form of Option Letter)

#### E. Goods

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

#### F. Grant

“Grant” means this agreement, its terms and conditions, attached exhibits, documents incorporated by reference pursuant to the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

#### G. Grant Funds

“Grant Funds” means available funds payable by the State to Grantee pursuant to this Grant.

#### H. Party or Parties

“Party” means the State or Grantee and “Parties” means both the State and Grantee.

#### I. Pay Request(s)

“Pay Request(s)” means the Grantee’s reimbursement request(s) submitted on form(s) provided by the State.

#### J. Pre-agreement costs

“Pre-agreement costs,” when applicable, means the costs incurred on or after the date as specified in **§2** above, and prior to the Effective Date of this Grant. Such costs shall have been detailed in Grantee’s grant application and specifically authorized by the State and incorporated herein pursuant to **Exhibit B**.

**K. Project**

“Project” means the overall project described in **Exhibit B**, which includes the Work.

**L. Project Closeout**

“Project Closeout” means the submission by the Grantee to the State of an actual final Pay Request, a final Status Report and a Closeout Certification.

**M. Program**

“Program” means the grant program specified on the first page of this Grant that provides the funding for this Grant.

**N. Review**

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6** and **Exhibit B**.

**O. Services**

“Services” means the required services to be performed by Grantee pursuant to this Grant.

**P. Status Report(s)**

“Status Report(s)” means the Grantee’s status report(s) on the Work/Project submitted on form(s) provided by the State.

**Q. Subcontractor**

“Subcontractor” means third-parties, if any, engaged by Grantee to carry out specific vendor related services.

**R. Subgrantee**

“Subgrantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations. Subgrantee is bound by the same overall programmatic and grant requirements as Grantee.

**S. Subject Property**

“Subject Property” means the real property, if any, for which Grant Funds are used to acquire, construct, or rehabilitate.

**T. Substantial Progress in the Work**

“Substantial Progress in the Work” means Grantee meets all deliverables and performance measures within the time frames specified in **Exhibit E**.

**U. Work**

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit B**, including the performance of the Services and delivery of the Goods.

**V. Work Product**

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

**5. TERM**

**A. Initial Term-Work Commencement**

Unless otherwise permitted in **§2** above, the Parties’ respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on **January 31, 2017** unless sooner terminated or further extended as specified elsewhere herein.

**B. Two Month Extension**

The State, at its sole discretion upon written notice to Grantee as provided in **§16**, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

## 6. STATEMENT OF WORK

### A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit B**. Except as specified in §2 above, the State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

### B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

### C. Employees

All persons employed by Grantee or Subgrantees shall be considered Grantee's or Subgrantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

## 7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

### A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **\$2,000,000.00 (TWO MILLION and XX/100 DOLLARS)**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit B**.

### B. Payment

#### i. Advance, Interim and Final Payments

Any payment allowed under this Grant or in **Exhibit B** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

#### ii. Interest

The State shall not pay interest on Grantee invoices. The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State.

#### iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not fully appropriated, or otherwise become unavailable for this Grant, the State may immediately terminate this Grant in whole or in part to the extent of funding reduction without further liability in accordance with the provisions herein.

#### iv. Erroneous Payments

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

### C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit B**.

**i. Budget Line Item Adjustments.**

Modifications to uses of such Grant Funds shall be made in accordance with **§4.4 of Exhibit B**. For line item adjustments over 10% but less than 24.99% (a “**Minor Line Item Adjustment**”) which are approved, the State shall provide written notice to Grantee in a form substantially equivalent to **Exhibit G** (each an “**Option Letter**”). If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

**ii. Overall Budget Adjustments.**

Modifications to the overall Budget shall be made in accordance with **§4.5 of Exhibit B**. For overall Budget adjustments less than 24.99% (a “**Minor Budget Adjustment**”) which are approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

**iii. Setting Final Initial Budget.**

All requests by the Grantee to align the initial overall Budget with current market conditions shall be made in accordance with **§4.5.1.1 of Exhibit B**. If such True-up Budget Proposal (as such term is defined in **§4.5.1.1 of Exhibit B**) is approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

**D. Matching/Leveraged Funds**

Grantee shall provide matching and/or leveraged funds in accordance with **Exhibit B**.

**8. REPORTING - NOTIFICATION**

Reports, Evaluations, and Reviews required under this **§8** shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with **§19**, if applicable.

**A. Performance, Progress, Personnel, and Funds**

State shall submit a report to the Grantee upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee’s performance and the final status of Grantee's obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in **Exhibit B**.

**B. Litigation Reporting**

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee’s ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State’s principal representative as identified herein. If the State’s principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of DOLA.

**C. Performance Outside the State of Colorado and/or the United States**

*[Not applicable if Grant Funds include any federal funds]* Following the Effective Date, Grantee shall provide written notice to the State, in accordance with **§16 (Notices and Representatives)**, within 20 days of the earlier to occur of Grantee’s decision to perform, or its execution of an agreement with a Subgrantee to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this **§8.C** shall be posted on the Colorado Department of Personnel & Administration’s website. Knowing failure by Grantee to provide notice to the State under this **§8.C** shall constitute a material breach of this Grant.

**D. Noncompliance**

Grantee’s failure to provide reports and notify the State in a timely manner in accordance with this **§8** may result in the delay of payment of funds and/or termination as provided under this Grant.

**E. Subgrants/Subcontracts**

Copies of any and all subgrants and subcontracts entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants and subcontracts entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

## 9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

### A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the "Record Retention Period") until the last to occur of the following:

- (i) a period of five years after the date this Grant is completed or terminated, or final payment is made hereunder, whichever is later, or
- (ii) for such further period as may be necessary to resolve any pending matters, or
- (iii) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved.

### B. Inspection

Grantee shall permit the State, the federal government (if Grant Funds include federal funds) and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of five years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with such corrective measures.

### C. Monitoring

Grantee shall permit the State, the federal government (if Grant Funds include federal funds), and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

### D. Final Audit Report

Grantee shall provide a copy of its audit report(s) to DOLA as specified in **Exhibit B**.

## 10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

### A. Confidentiality

Grantee shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

### B. Notification

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

**C. Use, Security, and Retention**

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

**D. Disclosure-Liability**

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this §10.

**11. CONFLICTS OF INTEREST**

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

**12. REPRESENTATIONS AND WARRANTIES**

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

**A. Standard and Manner of Performance**

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

**B. Legal Authority – Grantee and Grantee's Signatory**

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

**C. Licenses, Permits, Etc.**

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

### 13. INSURANCE

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

#### A. Grantee

##### i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each subgrant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

##### ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subgrantees that are not "public entities".

#### B. Grantees, Subgrantees and Subcontractors

Grantee shall require each subgrant with Subgrantees and each contract with Subcontractors, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

##### i. Workers' Compensation

Workers' Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee, Subgrantee and Subcontractor employees acting within the course and scope of their employment.

##### ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

##### iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

##### iv. Malpractice/Professional Liability Insurance

This section  shall |  shall not apply to this Grant.

Grantee, Subgrantees and Subcontractors shall maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, written on an occurrence form, that provides coverage for its work undertaken pursuant to this Grant. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Grant and for at least two years beyond the completion and acceptance of the work under this Grant, or, alternatively, a two year extended reporting period must be purchased. The Grantee, Subgrantee or Subcontractor shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from such party's performance of professional services under this Grant, a subcontract or subgrant.

##### v. Umbrella Liability Insurance

For construction projects exceeding \$10,000,000, Grantee, Subgrantees and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in §13B(i)-(iv) above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee, Subgrantee and

Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

**vi. Property Insurance**

This subsection shall apply if Grant Funds are provided for the acquisition, construction, or rehabilitation of real property.

Insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called "all risk" form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Property, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantor will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property.

**vii. Flood Insurance**

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in §vi above or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

**viii. Builder's Risk Insurance**

The subsection shall apply if Grant Funds are provided for construction or rehabilitation of real property.

Grantee, Subgrantee and/or Subcontractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

- a) The insurance shall include interests of the property owner, Grantee, Subgrantee, Subcontractors in the Project as named insureds.
- b) All associated deductibles shall be the responsibility of the Grantee, Subcontractor and Subgrantee. Such policy may have a deductible clause but not to exceed \$10,000.
- c) Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee's, Subgrantee's and Subcontractor's services and expenses required as a result of such insured loss.
- d) Builders Risk coverage shall include partial use by Grantee and/or property owner.
- e) The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subgrantee and Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

**ix. Pollution Liability Insurance**

If Grantee and/or its Subgrantee or Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Grantee's Subcontractor and/or Subgrantee.

**C. Miscellaneous Insurance Provisions**

Certificates of Insurance and/or insurance policies required under this Grant shall be subject to the following stipulations and additional requirements:

- i. Deductible.** Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Grantee, its Subgrantees or Subcontractors.
- ii. In Force.** If any of the said policies shall fail at any time to meet the requirements of the Grant as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Grant, the Grantee, its Subgrantee and its Subcontractor shall promptly obtain a new policy.
- iii. Insurer.** All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to Grantee.
- iv. Additional Insured**  
Grantee and the State shall be named as additional insureds on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).
- v. Primacy of Coverage**  
Coverage required of Grantee, Subgrantees and Subcontractors shall be primary over any insurance or self-insurance program carried by Grantee or the State.
- vi. Cancellation**  
The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.
- vii. Subrogation Waiver**  
All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees and Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

**D. Certificates**

Grantee, Subgrantee and Subcontractor shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant or of their respective subcontract or subgrant. No later than 15 days prior to the expiration date of any such coverage, Grantee, Subgrantee and Subcontractor shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant, subgrant or subcontract, Grantee, Subgrantee and Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

**14. BREACH**

**A. Defined**

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

**B. Notice and Cure Period**

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

**15. REMEDIES**

If Grantee is in breach under any provision of this Grant or if the State terminates this Grant pursuant to §15(B), the State shall have the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B), if applicable. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

**A. Termination for Cause and/or Breach**

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

**i. Obligations and Rights**

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

**ii. Payments**

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

**iii. Damages and Withholding**

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

**B. Early Termination in the Public Interest**

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This

subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

**i. Method and Content**

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

**ii. Obligations and Rights**

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

**iii. Payments**

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made.

Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

**C. Termination for No Substantial Progress in the Work**

The State may elect to terminate this Grant upon receipt and review of any Quarterly Progress Report, submitted per the time periods defined in **Exhibit E** – Project Performance Plan, if such Quarterly Progress Report fails to evidence Substantial Progress in the Work as directed, defined and expected under **Exhibit B**. Further, the State may elect to terminate this Grant if the Grantee fails to complete Project Closeout within **three months** of completion of the Work. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder.

**i. Obligations and Rights**

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

**ii. Payments**

The State shall reimburse Grantee only for accepted performance up to the date of termination.

**iii. Damages and Withholding**

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

**D. Remedies Not Involving Termination**

The State, at its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

**i. Suspend Performance**

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or

performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

**ii. Withhold Payment**

Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

**iii. Deny Payment**

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

**iv. Removal**

Demand removal of any of Grantee's employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

**v. Intellectual Property**

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option **(a)** obtain for the State or Grantee the right to use such products and services; **(b)** replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, **(c)** if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

**16. NOTICES and REPRESENTATIVES**

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

**A. State:**

Chantal Unfug, Division Director  
Division of Local Government  
Colorado Department of Local Affairs  
1313 Sherman Street, Room 521  
Denver, Colorado 80203  
Email: [chantal.unfug@state.co.us](mailto:chantal.unfug@state.co.us)

**B. Grantee:**

Randy Winkler, Mayor  
City of Rifle  
202 Railroad Avenue  
Rifle, Colorado 81650  
Email: n/a

**17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE**

This section  shall |  shall not apply to this Grant.

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative

works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

### **18. GOVERNMENTAL IMMUNITY**

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, et seq., as amended.

### **19. STATEWIDE CONTRACT MANAGEMENT SYSTEM**

If the maximum amount payable to Grantee under this Grant is greater than \$100,000 either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Local Affairs, and showing of good cause, may debar Grantee and prohibit Grantee from receiving future grants and bidding on future contracts. Grantee may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

### **20. RESTRICTION ON PUBLIC BENEFITS**

This section  shall |  shall not apply to this Grant.

Grantee must confirm that any individual natural person is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Grant by requiring the applicant to:

- A.** Produce an identification document in accordance with §2.1.1 through §2.1.3 of Colorado Department of Revenue's Rule #1 CCR 201-17, Rule for Evidence of Lawful Presence, as amended.
- B.** Execute an affidavit herein attached as **Form 1**, Residency Declaration, stating
  - i.** That he or she is a United States citizen or legal permanent resident; or
  - ii.** That he or she is otherwise lawfully present in the United States pursuant to federal law.

[The following applies if Grant is funded with federal funds].

Notwithstanding the foregoing, to the extent that there is any conflict with the provisions above or those set forth in the Residency Declaration attached hereto as **Form 1** and any provision of federal law, the provisions of federal law shall prevail.

## 21. GENERAL PROVISIONS

### A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or subcontracts approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting and subcontracting arrangements and performance.

### B. Binding Effect

Except as otherwise provided in §21(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

### C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

### D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

### E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

### F. Indemnification-General

Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

### G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

### H. List of Selected Applicable Laws

At all times during the performance of this Grant, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth on **Exhibit A**, Applicable Laws. Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants permitted by this Grant.

### I. Use Covenants

This section  shall |  shall not apply to this Grant:

For Subject Property that is owned by Grantee upon execution of this Grant, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after execution of this Grant. For Subject Property acquired by Grantee using Grant Funds, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after acquisition of such property.

### J. Modification

#### i. By the Parties

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF CONTRACTS -

TOOLS AND FORMS. Changes to the Grant shall be authorized to be approved by the following State or DOLA parties:

a) Approval by Division Director

The Division Director of DOLA or his delegee shall have authority to approve changes to the Responsible Administrator and Key Personnel specified in §5 of **Exhibit B** and the Principal Representative in §16.

b) Approval by DOLA Controller

The DOLA Controller shall have authority to approve all changes to the Grant which are not reserved to the Division Director above.

**ii. By Operation of Law**

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

**K. Order of Precedence**

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Exhibit A (Applicable Laws)
- ii. Colorado Special Provisions
- iii. The provisions of the main body of this Grant (excluding the cover page)
- iv. Any executed Option Letters
- v. Exhibit B (Scope of Project)
- vi. Exhibit E (Project Performance Plan)
- vii. The cover page of this Grant

**L. Severability**

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

**M. Survival of Certain Grant Terms**

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

**N. Taxes**

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

**O. Third Party Beneficiaries**

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

**P. Waiver**

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

**Q. CORA Disclosure**

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

## 22. COLORADO SPECIAL PROVISIONS

A. The Special Provisions apply to all Grants except where noted in *italics*.

i. **CONTROLLER'S APPROVAL. CRS §24-30-202 (1).**

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

ii. **FUND AVAILABILITY. CRS §24-30-202(5.5).**

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

iii. **GOVERNMENTAL IMMUNITY.**

No term or condition of this Grant 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, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

iv. **INDEPENDENT CONTRACTOR**

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

v. **COMPLIANCE WITH LAW.**

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

vi. **CHOICE OF LAW.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

vii. **BINDING ARBITRATION PROHIBITED.**

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

viii. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without

limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

ix. **EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

x. **VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.**

*[Not applicable to intergovernmental agreements]* Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

xi. **PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.**

*[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services]* Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the Subgrant if a Subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

xii. **PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.**

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the Effective Date of this Grant.

(Special Provisions - effective 1/1/09)

**SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS GRANT**

**\* Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.**

<p style="text-align: center;"><b>GRANTEE CITY OF RIFLE</b></p> <p>By: _____ Name of Authorized Individual (print)</p> <p>Title: _____ Official Title of Authorized Individual</p> <p>_____ *Signature</p> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO John W. Hickenlooper, GOVERNOR DEPARTMENT OF LOCAL AFFAIRS</b></p> <p>By: _____ Reeves Brown, Executive Director</p> <p>Date: _____</p> <hr/> <p style="text-align: center;"><b>PRE-APPROVED FORM CONTRACT REVIEWER</b></p> <p>By: _____ Bret Hillberry, State Grants Program Manager</p> <p>Date: _____</p>
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**ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

**CRS §24-30-202 requires the State Controller to approve all State grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.**

**STATE CONTROLLER  
Robert Jaros, CPA**

By: \_\_\_\_\_  
Yingtse Cha, Controller Delegate

Date: \_\_\_\_\_

## **EXHIBIT A – APPLICABLE LAWS**

Laws, regulations, and authoritative guidance incorporated into this Grant include, without limitation:

1. Colorado Revised Statutes §29-1-601 et seq., as amended, Colorado Local Governments Audit Law.
2. 5 USC552a, as amended, Privacy Act of 1974.
3. 8 USC 1101, Immigration and Nationality Act.
4. 29 USC Chapter 8, §§201, 206, et seq., as amended, Labor.
5. 29 USC Chapter 14, §§621-634, et seq., as amended, Age Discrimination in Employment.
6. 40 USC Subtitle II, et seq., as amended, Public Buildings and Works.
7. 40 USC 327–330, Section 103 and 107, Contract Work Hours and Safety Standards Act, as amended.
8. 40 CFR 1500-1508, as amended, Council on Environmental Quality Regulations Implementing NEPA.
9. 41 CFR Chapter 60, as amended, Executive Order 11246.
10. 41 USC 701, et seq., Drug Free Workplace Act of 1988.
11. 42 USC Chapter 21, et seq., as amended, Civil Rights.
12. CRS §24-34-302, et seq., as amended, Civil Rights Division.
13. CRS §24-34-501 – 510, et seq., as amended, Colorado Housing Act of 1970.
14. CRS §24-75-601 et seq., as amended, Legal Investment of Public Funds.

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## EXHIBIT B – SCOPE OF PROJECT (SOP)

### 1. PURPOSE

**1.1. Energy Impact.** The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

### 2. DESCRIPTION OF THE PROJECT(S) AND WORK.

**2.1. Project Description.** The Project consists of procurement of equipment and materials for the new water treatment facility in Rifle, Colorado.

**2.2. Work Description.** The City of Rifle (Grantee) will contract for the purchase of a Pall Membrane system and process equipment for the new Rifle Water Treatment Plant. The contracted Work will include fabrication, shop assembly, and delivery of the membrane system. Grantee will own the purchased items.

**2.2.1.** A contract for the purchase or acquisition of materials, equipment, or vehicles shall be awarded by Grantee to a qualified vendor or firm through a competitive selection process with the Grantee being obligated to award the contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

**2.2.2.** During a period of ten (10) years following the date of closeout of the Project by the State, the Grantee may not change the ownership of the equipment. If the Grantee decides to change the ownership of the equipment to an entity which the State determines does not qualify in meeting the original intent of the Project, the Grantee must reimburse to the State an amount equal to the current fair market value of the equipment, less any portion of the value attributable to expenditures of non Energy Impact funds for acquisition of and improvements to, the equipment. At the end of the ten (10) year period following the date of completion and thereafter, no State restrictions on ownership of the equipment shall be in effect.

**2.3. Responsibilities.** Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

**2.3.1.** Grantee shall notify DOLA at least 30 days in advance of Project Completion.

**2.4. Recapture of Advanced Funds.** To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

**2.5. Eligible Expenses.** Eligible expenses shall include: equipment and materials purchase costs, delivery and installation costs, bond and insurance costs, bid advertisements, and attorney's fees.

**2.6. Cost Savings.** Cost Savings derived while completing the Project shall be:

**2.6.1.**  split on a pro-rata basis between the State and Grantee

**2.6.2.**  returned to the State

### 3. DEFINITIONS

**3.1.** "Cost Savings" means the Project Budget amount less the amount expended to complete the Work. Cost Savings are determined at the time the Work is completed and the final payment request is submitted by the Grantee to the State. Cost Savings do not result in payment by the State to Grantee above actual expenditures beyond the required ratio, but deobligates unexpended Grant Funds and reduces Grantee's matching funds requirement. State shall provide written notice to Grantee verifying any Cost Savings.

**3.2.** "Cumulative Budgetary Line Item Changes" means a cumulative or increasing accumulation of additional expenses within a specific line item as listed in §6.2 Budget within this **Exhibit B**.

**3.3. Project Budget Line items.**

**3.3.1.** “Equipment, Vehicles or Materials Acquisition” means vehicles, equipment and materials costs, freight costs, RFP/Bid advertisement costs, hardware, software and training costs, installation costs, and attorney’s fees.

**3.4.** “Substantial Completion” means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

**4. DELIVERABLES**

**4.1. Outcome.** The final outcome of this Grant is the purchase and installation of specialized water purification equipment and materials for the Rifle Water Treatment Plant, with the intent to bring the facility into compliance with water quality standards.

**4.2. Service Area.** The performance of the Work described within this Grant shall be located in Rifle, Colorado.

**4.3. Performance Measures.** Grantee shall comply with the performance measures detailed in **Exhibit E**.

**4.4. Budget Line Item Adjustments.** Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.

**4.4.1.** Grantee shall have authority to adjust individual budget line amounts without approval of the State up to an aggregate of 10% of such line item from which the funds are moved. Such authority shall not allow Grantee to transfer to or between administration budget lines. Grantee’s Responsible Administrator shall send written notification of allowed adjustments to the State within 30 days of such adjustment.

**4.4.2.** All changes to individual budget lines amounts which are in excess of 10% but less than 24.99% of such line item from which the funds are moved (each a “**Minor Line Item Adjustment**”) shall require prior written approval of the DOLA Controller. Grantee’s Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)(i)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change.

**4.4.3.** All changes to individual budget lines amounts which are in excess of 24.99% of such line item from which the funds are moved shall require a prior written amendment executed by the Grantee and DOLA pursuant to **§21(J)** of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

**4.4.4. Signature Authority.** All Grantee notices and requests submitted to DOLA pursuant to this **§4.4** (each a “**Line Item Proposal**”), must be signed and dated by a person authorized to bind the Grantee to such Line Item Proposal.

**4.5. Overall Budget Adjustments.**

**4.5.1.** All changes to the overall Budget which are less than 24.99% (each a “**Minor Budget Adjustment**”) shall require prior written approval of the DOLA Controller. Grantee’s Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)(ii)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. Minor Budget Adjustments shall not increase the Grant Funds.

**4.5.1.1. Exception for Setting Final Initial Budget.** Within 30 days of bid opening for its selection of its prime Subcontractor, Grantee shall submit a written request for changes to the overall

Budget to revise the initial overall Budget estimate to align it with current market conditions (a “**True-up Budget Proposal**”). Grantee’s Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)(iii)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. True-up Budget Proposals shall not increase the Grant Funds. The overall Budget adjustment permitted by this **§4.5.1.1** is only permitted once under this Grant.

**4.5.2.**All changes to the overall Budget which are in excess of 24.99% shall require a prior written amendment executed by the Grantee and DOLA pursuant to **§21(J)** of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

**4.5.3. Signature Authority.** All Grantee notices and requests submitted to DOLA pursuant to this **§4.5** (each a “**Budget Proposal**”), must be signed and dated by a person authorized to bind the Grantee to such Budget Proposal.

**4.6. Quarterly Pay Request and Status Reports.** Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) in the request and specify status of the Work in the Status Report. The report will contain an update of expenditure of funds by line item as per **§6.2** of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended. This report is due within 30 days of the end of the quarter or more frequently at the discretion of the Grantee. See **Exhibit E** for specific submittal dates.

**4.7. DOLA Acknowledgment.** The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

## **5. PERSONNEL**

**5.1. Replacement.** Grantee shall immediately notify the State if any key personnel specified in **§5** of this **Exhibit B** cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify the State and seek its approval, which shall be at the State's sole discretion, as the State executed this Grant in part reliance on Grantee’s representations regarding key personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change will take effect. Anytime key personnel cease to serve, the State, in its sole discretion, may direct Grantee to suspend Work until such time as replacements are approved. All notices sent under this subsection shall be sent in accordance with **§16** of the Grant.

**5.2. Responsible Administrator.** Grantee’s performance hereunder shall be under the direct supervision of **Kimberly Bullen, Assistant City Manager ([kbullen@rifleco.org](mailto:kbullen@rifleco.org))**, an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project. Such administrator shall be updated through the approval process in **§5.1**. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

**5.3. Other Key Personnel:** None. Such key personnel shall be updated through the approval process in §5.1.

**6. FUNDING**

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of §6.2, Budget, below.

**6.1. Matching Funds.** Grantee shall provide the required (*see checked item*)  Matching Funds, as listed in the “Matching Funds” column of §6.2 below during the term of this Project. Funds used as match on previous grant(s) cannot be used as Matching Funds for this Grant.

**6.2. Budget**

Budget Line Item(s)	Total Cost	Grant Funds	Matching Funds	Matching Funds Source
Equipment, Vehicles or Materials Acquisition – Pall Membrane	\$1,485,000	\$742,500	\$742,500	Grantee
Equipment, Vehicles or Materials Acquisition – process equipment	\$2,515,000	\$1,257,500	\$1,257,500	Grantee
<b>Total</b>	<b>\$4,000,000</b>	<b>\$2,000,000</b>	<b>\$2,000,000</b>	

**7. PAYMENT**

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

**7.1. Payment Schedule.** If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$1,900,000	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$100,000	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
<b>Total</b>	<b>\$2,000,000</b>	

**7.2. Remittance Address.** If mailed, payments shall be remitted to the following address unless changed in accordance with §16 of the Grant:

City of Rifle  
 202 Railroad Avenue  
 Rifle, Colorado 81650

**7.3. Interest.** Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

**8. ADMINISTRATIVE REQUIREMENTS**

**8.1. Reporting.** Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

**8.1.1. Quarterly Pay Request and Status Reports.** Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.6 of this Exhibit B.

**8.1.2.Final Reports.** Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

**8.2. Monitoring.** DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

**8.2.1.Subgrantee/Subcontractor.** Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

**8.3. Bonds.** If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds here under from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

**8.3.1.Bid Bond.** A bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

**8.3.2.Performance Bond.** A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

**8.3.3.Payment Bond.** A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

**8.3.4.Substitution.** The bonding requirements in this §8.3 may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

**9. CONSTRUCTION/RENOVATION.** The following subsections shall apply to construction and/or renovation related projects/activities:

**9.1. Plans & Specifications.** Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

**9.2. Procurement.** A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

**9.3. Subcontracts.** Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

**9.4. Standards.** Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

# EXHIBIT E – PROJECT PERFORMANCE PLAN

<b>Funding:</b> EIAF	<b>Name of Grantee</b> City of Rifle	
<b>Project Number:</b> 7618	<b>Name of Project</b> Regional Water Treatment Facility	
<b>DESCRIPTION OF PROJECT:</b>	The Project consists of procurement of equipment and materials for the new water treatment facility in Rifle, Colorado.	

**DLG Staff:** Elyse Ackerman - Regional Manager (970) 248-7333 EA      Leslie Hentze - Regional Assistant (970) 248-7313 LH

MILESTONES – Grantee shall...	By:	STATE ROLE- DLG shall...	
Commence the equipment ordering and procurement process.	Within 180 days of the Effective Date of this Grant Agreement.	Assist Grantee with procurement process, if necessary. Provide feedback to Grantee identifying issues or concerns, if any.	<b>ACHIEVED:</b> <b><u>MM/DD/20YY</u></b>
Provide DOLA with Project Timeline.	Within 180 days of the Effective Date of this Grant Agreement.	Review timeline to ensure timely completion of Project. Provide feedback to Grantee identifying issues or concerns, if any.	<b>ACHIEVED:</b> <b><u>MM/DD/20YY</u></b>
Contractor mobilization (begin installation of equipment).	Within 30 days of receipt of equipment from manufacturer.	Monitor progress reports from the Grantee. Help Grantee identify if/when a Grant Agreement amendment is needed. Provide feedback to Grantee identifying issues or concerns, if any.	<b>ACHIEVED:</b> <b><u>MM/DD/20YY</u></b>
Project Completion.	January 31, 2017	Review past quarterly reports, conduct on-site monitoring, and review final report.	<b>ACHIEVED:</b> <b><u>MM/DD/20YY</u></b>

<p>Submit <b>quarterly progress reports</b>, which includes: Project Performance Plan accomplishments and a Financial Summary Report for:</p> <p>1<sup>st</sup> Quarter 2015  2<sup>nd</sup> Quarter 2015  3<sup>rd</sup> Quarter 2015  4<sup>th</sup> Quarter 2015</p> <p>1<sup>st</sup> Quarter 2016  2<sup>nd</sup> Quarter 2016  3<sup>rd</sup> Quarter 2016  4<sup>th</sup> Quarter 2016</p> <p>1<sup>st</sup> Quarter 2017</p> <p>Progress shall be evaluated by the Grantee and documented and included at least upon submittal of Quarterly Progress Reports. Such evaluation may consist of any/all of the following monitoring methods:</p> <p>a) on-site walk through inspections of water treatment facility in order to determine if:</p> <p>i) the contractor has obtained and installed an acceptable percentage of the purification equipment and materials as would be expected under this Grant and Exhibit B (including but not limited to ordering equipment according to specifications, verifying received items, and installation and testing);</p> <p>ii) the contractor is experiencing delays;</p> <p>iii) the procurement and installation processes are progressing per agreed upon timeline/milestones and as would be expected under this Grant and Exhibit B (including but not limited to obtaining required approvals, use of approved materials, and testing of all elements);</p> <p>and b) question and answer sessions with the contractor to confirm understanding by all parties as to the nature of the Work and how far along it should be dependent upon the Quarter under review.</p>	<p>(30 calendar days after each quarter):</p> <p>April 30, 2015  July 30, 2015  October 30, 2015  January 30, 2016</p> <p>April 30, 2016  July 30, 2016  October 30, 2016  January 30, 2017</p> <p>April 30, 2017</p>	<p>Review documents and provide follow up technical assistance as necessary.</p> <p>If needed, respond to a request for training within 10 days.</p>	<p><b><u>ACHIEVED:</u></b> <b><u>MM/DD/20YY</u></b></p> <p><b><u>ACHIEVED:</u></b> <b><u>MM/DD/20YY</u></b></p> <p><b><u>ACHIEVED:</u></b> <b><u>MM/DD/20YY</u></b></p> <p><b><u>ACHIEVED:</u></b> <b><u>MM/DD/20YY</u></b></p>
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Submit, at a minimum <b>quarterly</b> basis, <b>pay requests</b> and supporting documentation of expenses.	April 30, 2015 July 30, 2015 October 30, 2015 January 30, 2016  April 30, 2016 July 30, 2016 October 30, 2016 January 30, 2017  April 30, 2017	Review backup documentation and proof of payment prior to approving pay request. Reimbursement should not exceed pro rata share.	<b><u>ACHIEVED:</u></b> <b><u>MM/DD/20YY</u></b>
Submit the <b>Project Final Report</b> to DLG within 90 days after the Project Completion or expiration of Grant Agreement.	May 1, 2017	Provide forms to Grantee within 30 days of completion of work or end of the Grant Agreement. Process the Final Report and deobligate any remaining grant funds within 30 days of receiving a complete Final report.	<b><u>ACHIEVED:</u></b> <b><u>MM/DD/20YY</u></b>

## QUARTERLY QUESTIONS

List Reimbursement Requests for the three months being reported on:
<b><u>Month</u></b> January <b><u>Amount</u></b>
<b><u>Month</u></b> January <b><u>Amount</u></b>
<b><u>Month</u></b> January <b><u>Amount</u></b>
Were any months “zero payment” (no costs incurred) during this quarter? If so, please provide an explanation.
What are the forecasted costs for the next quarter?
Are the budget lines still adequate? Is a contract amendment needed at this time? Are there any anticipated concerns or issues?
Do you foresee any potential problems meeting the Grant Agreement completion deadline?
Were previously identified problems (if any) corrected? Was a budget adjustment needed/done to address the problem(s)?

## EXHIBIT G Form of Option Letter

<b>Date:</b> _____	<b>Original Grant CMS #:</b> _____	<b>Option Letter #</b> _____	<b>CMS Routing #</b> _____
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**1) OPTIONS:**

- a. Option to issue a new Budget (§6.2 of Exhibit B) for a Minor Line Item Adjustment (as defined in §4.4.2 of Exhibit B).
- b. Option to issue a new Budget (§6.2 of Exhibit B) for a Minor Budget Adjustment (as defined in §4.5.1 of Exhibit B).
- c. Option to issue a new Budget (§6.2 of Exhibit B) for acceptance of a True-Up Budget Proposal (as defined in §4.5.1.1 of Exhibit B).

**2) REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:

- a. **For use with Option 1(a):** In accordance with §7(C)(i) of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** ("Grantee"), the State hereby approves the Minor Line Item Adjustment listed on the attached revised Budget for §6.2 of Exhibit B. Section 6.2 of Exhibit B of the Original Grant is hereby deleted and replaced with the attached §6.2 of Exhibit B. All references to §6.2 of Exhibit B in the Original Grant shall refer to the attached Exhibit. Minor Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.
- b. **For use with Option 1(b):** In accordance with §7(C)(ii) of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** ("Grantee"), the State hereby approves the Minor Budget Adjustment listed on the attached revised Budget for §6.2 of Exhibit B. Section 6.2 of Exhibit B of the Original Grant is hereby deleted and replaced with the attached §6.2 of Exhibit B. All references to §6.2 of Exhibit B in the Original Grant shall refer to the attached Exhibit. Minor Budget Adjustments shall not increase the Grant Funds.
- c. **For use with Option 1(c):** In accordance with §7(C)(iii) of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** ("Grantee"), the State hereby approves the True-Up Budget Proposal listed on the attached revised Budget for §6.2 of Exhibit B. Section 6.2 of Exhibit B of the Original Grant is hereby deleted and replaced with the attached §6.2 of Exhibit B. All references to §6.2 of Exhibit B in the Original Grant shall refer to the attached Exhibit. True-Up Budget Proposals shall not increase the Grant Funds.

**3) Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or **Insert start date**, whichever is later.

**STATE OF COLORADO**  
**John W. Hickenlooper GOVERNOR**  
Colorado Department of Local Affairs

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By: Reeves Brown, Executive Director

Date: \_\_\_\_\_

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER**  
**Robert Jaros, CPA**

By: \_\_\_\_\_  
Barbara M. Casey, Controller Delegate

Date: \_\_\_\_\_

**CITY OF RIFLE, COLORADO  
ORDINANCE NO. 1  
SERIES OF 2015**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, REPEALING  
SECTION 8-1-120 OF THE RIFLE MUNICIPAL CODE REGARDING  
ENFORCEMENT BY THE CITY OF RIFLE OF PARKING AND RELATED  
RESTRICTIONS ON PRIVATE PROPERTY.

WHEREAS, by Ordinance No. 11, Series of 2010, the City of Rifle (“City”) repealed and the Model Traffic Code for Colorado, 2003 Edition, and adopted by reference pursuant to the procedures set forth in C.R.S. § 31-16-201 *et seq.* the Model Traffic Code for Colorado, 2010 Edition (“MTC”), with amendments by the City, codifying the same as Chapter 8, Article 1 of the Rifle Municipal Code (the “Code”); and

WHEREAS, Section 8-1-120 of the Code amended Section 1204 of the MTC by adding a subsection (9) providing for enforcement by the City of violations of parking restrictions applicable only to private property, which amendment to Section 1204 of the MTC has been in the Code for many years prior to the recent adoption of the MTC; and

WHEREAS, City staff has undertaken a review of the MTC, as amended, and recommends to City Council that Section 8-1-120 be repealed due to the existence of adequate private remedies for enforcement of private property parking restrictions alternative to enforcement of such restrictions by the City; and

WHEREAS, the City Council finds that Section 8-1-120 should be repealed for the reasons cited by City staff and in the interest of conserving the City’s parking enforcement resources for enforcement of parking violations on the City’s roadways, streets, and public places.

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 8-1-120 of the Rifle Municipal Code is hereby repealed, the following reflecting by ~~strike through~~ the deleted language of Section 8-1-120, and the subsequent sections of the Code are renumbered accordingly:

~~Sec. 8-1-120. Illegal Parking on Private Property.~~

~~Section 1204 of the adopted code is hereby amended to add a new subsection (9), to read as follows:~~

~~"(9) At any place within this municipality where clearly marked signs or markings are posted by the owner, or lessee, of the property, giving notice of any stopping, standing or parking restrictions or prohibitions, no person shall stop, stand or park a vehicle in any manner in violation of the provisions contained on such sign or signs. Any violation thereof shall be punished as in other cases of unlawful parking; provided, however, that the police~~

~~department shall require the owner or lessee of the property to sign a complaint prior to taking any action."~~

INTRODUCED on January 21, 2015, 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 4, 2015, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF RIFLE, COLORADO

BY: \_\_\_\_\_  
Mayor

ATTEST:

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



**To:** Mayor and City Council; Matt Sturgeon, City Manager

**From:** Lisa Hamilton, City Clerk

**Date:** Friday, January 30, 2015

**Subject:** Liquor License Renewals

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**THESE BUSINESSES HAVE FILED LIQUOR LICENSE RENEWAL APPLICATIONS:**

<u>Business Name/Address</u>	<u>Type of License</u>
Kum & Go #921 120 East 1 <sup>st</sup> Street	3.2% Beer Off Premises
Kum & Go #922 120 East 26 <sup>th</sup> Street	3.2% Beer Off Premises
Brenden Theatres 250 West 2 <sup>nd</sup> Street	Beer & Wine

These criteria have been met by these businesses:

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

I recommend approval of these renewal applications.

**LIQUOR OR 3.2 BEER LICENSE  
 RENEWAL APPLICATION**

KUM & GO #921  
 6400 WESTOWN PKWY  
 WEST DES MONIES IA 50266-7709

Fees Due	
Renewal Fee	\$96.25
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid	

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

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name KUM & GO LC		DBA KUM & GO #921		
Liquor License # 12404240013	License Type 3.2% Beer Off Premises (city)	Sales Tax License # 12404240013	Expiration Date 4/18/2015	Due Date 3/4/2015
Street Address 120 E 1ST ST RIFLE CO 81650-2302				Phone Number (970) 625 3806
Mailing Address 6400 WESTOWN PKWY WEST DES MONIES IA 50266-7709				
Operating Manager <i>Nora Demann</i>	Date of Birth	Home Address	Phone Number	

- Do you have legal possession of the premises at the street address above?  YES  NO  
 Is the premises owned or rented?  Owned  Rented\* \*If rented, expiration date of lease *07/20/2033*
- Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.  YES  NO  
**NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:** If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation.  YES  NO
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.  YES  NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation.  YES  NO
- SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.

**AFFIRMATION & CONSENT**

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

Type or Print Name of Applicant/Authorized Agent of Business <i>Ernie Bergstrom</i>	Title <i>CFO</i>
Signature <i>Ernie Bergstrom</i>	Date <i>01/12/2015</i>

**REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY**

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

Local Licensing Authority For	Date
Signature	Title
	Attest

2014 Colorado Alcohol stings

Store #	Type	Offense	Violation Date	Fine	Associate	Comments
0913	Alcohol	1st	12/05/2013	\$200.00	Janice Cooper	Settlement Agreement sent to Dept. of Revenue on 2.25.14. \$200 fine is due by April 1, 2014.
0929	Alcohol	1st	02/13/2014	\$200.00	Kimberly Bennett	Received Stipulation, Agreement & Order 3.3.14. Check Requested 3.3.14.
0933	Alcohol	3rd	07/31/2014		Tracey Edward Thomas	Cause Hearing set for 9/18/14. 45 day suspension to begin 10/1/14.

# Kum & Go LC

## Colorado Alcohol Violations 2014

Store #	address	City	state	zip	Type	Offense	Violation Date	Fine	Comments
929	59 Tamarisk Trl	Battlement Mesa	CO	81635	Alcohol	1st	02/13/2014	\$200.00	Received Stipulation, Agreement & Order
933	115 Knobcone Dr	Loveland	CO	80538	Alcohol	3rd	07/31/2014		45 day suspension to begin 10/1/14.

# Kum & Go LC

## Colorado Locations

Store #	Address	Address 2	City	State	ZIP	Phone
313	5480 Eat 120th Ave		Thornton	CO	80421	720-557-8373
316	2999 Bonanza Drive		Erie	CO	80026	720-974-1604
650	17970 Knoll Wood DR		Monument	CO	80132	719-487-2696
657	2190 Vickers Drive		Colorado Springs	CO	80903	(719) 219-0324
658	6125 Barnes Rd		Colorado Springs	CO	80922	719-219-0685
663	5771 N Carefree Cir		Colorado Springs	CO	80917	719-219-0086
665	1206 Interquest Pkwy		Colorado Springs	CO	80921	719-219-0697
667	7375 Duryea Rd		Colorado Springs	CO	80920	719-445-5041
668	3091 N Chestnut ST		Colorado Springs	CO	80907	719-424-4580
669	6735 N Carefree Cir		Colorado Springs	CO	80922	719-434-3869
670	8050 Fountain Mesa Rd		Fountain	CO	80817	719-382-9018
672	3025 Hancock Expy		Colorado Springs	CO	80916	719-473-8296
673	620 East Fillmore Street		Colorado Springs	CO	80907	719-219-0726
674	1021 S Neveda Ave.		Colorado Springs	CO	80903	719-362-8082
676	2588 Airport Road		Colorado Springs	CO	80910	719-434-4749
900	16065 CO Highway 131	PO Box # 174	Yampa	CO	80483	970-638-4283
901	895 Yampa Ave		Craig	CO	81625	970-824-7325
902	1302 W Victory Way		Craig	CO	81625	970-824-2568
903	700 E Victory Way		Craig	CO	81625	970-824-2418
905	905 Main St		Silt	CO	81652	970-876-0683
906	10 Stone Quarry Rd		Battlement Mesa	CO	81635	970-285-5637
907	101 Ruby Ranch Rd	PO Box # 2657	Silverthorne	CO	80498	970-468-0888
909	605 Park Ave	PO Box 1599	Kremmling	CO	80459	970-724-1105
910	366 71st Ave		Greeley	CO	80634	970-353-1110
912	30393 Kings Valley Dr		Conifer	CO	80433	303-816-0558
913	13799 Pacific Cir		Longmont	CO	80504	970-535-4601
914	7027 20th St		Greeley	CO	80634	970-330-8552
915	300 Harrison Ave		Leadville	CO	80461	719-486-3175
916	203 Mountain View Dr		Leadville	CO	80461	719-486-1221
919	317 E Main St		Rangely	CO	81648	970-675-2858
920	2032 Curve Plz	PO Box # 880909	Steamboat Springs	CO	80477	970-871-3324
921	120 E 1st St		Rifle	CO	81650	970-625-5185
922	120 E 26th St		Rifle	CO	81650	970-625-2274
927	801 Castle Valley Blvd		New Castle	CO	81647	970-984-9618
928	80 Anglers Dr	PO Box # 882139	Steamboat Springs	CO	80477	970-871-0753
929	59 Tamarisk Trl		Battlement Mesa	CO	81635	970-285-7381
930	2150 E Bridge St		Brighton	CO	80601	720-685-3161
931	2901 37th St		Evans	CO	80620	970-330-3206
933	115 Knobcone Dr		Loveland	CO	80538	970-669-2889
934	8150 6th St	PO Box # 1429	Wellington	CO	80549	970-568-3173
935	103 Oakridge Dr		Gypsum	CO	81637	970-524-1833
937	4530 Old US Highway 6		De Beque	CO	81630	970-283-8635
938	308 Agate Ave	Po Box # 1907	Granby	CO	80446	970-887-3031
940	70 W Bridge St		Brighton	CO	80601	303-659-9546
942	6503 29th Street		Greeley	CO	80634	970-330-0313
973	127 Laura Way		Dacono	CO	80514	303-833-3935
975	1319 Miner St	PO Box # 3028	Idaho Springs	CO	80452	303-567-2385
978	18 Market St	PO Box # 5940	Eagle	CO	81631	970-328-0806
995	1600 E Eisenhower Blvd		Loveland	CO	80537	970-612-0112
2925	39065 CO Highway 13	PO Box # 153	Meeker	CO	81641	970-878-5131
2926	2510 Gilstrap Ct		Glenwood Springs	CO	81601	970-947-1469

4904 230 W Jefferson Ave	PO Box # 817	Hayden	CO	81639 970-276-3625
4923 705 Taughenbaugh Boulevard		Rifle	CO	81650 970-625-5062
4924 1248 Railroad Ave		Rifle	CO	81650 970-625-4179
4951 105 6th St		Glenwood Springs	CO	81601 970-945-7628

**LIQUOR OR 3.2 BEER LICENSE  
 RENEWAL APPLICATION**

Fees Due	
Renewal Fee	\$96.25
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
<b>Amount Due/Paid</b>	

KUM & GO #922  
 6400 WESTOWN PKWY  
 WEST DES MOINES IA 50266-7709

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

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

**RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE**

Licensee Name KUM & GO LC		DBA KUM & GO #922		
Liquor License # 12404240014	License Type 3.2% Beer Off Premises (city)	Sales Tax License # 12404240014	Expiration Date 2/7/2015	Due Date 12/24/2014
Street Address 120 E 26TH ST RIFLE CO 81650-3107				Phone Number (515) 226-0128
Mailing Address 6400 WESTOWN PKWY WEST DES MOINES IA 50266-7709				
Operating Manager Murt Larson	Date of Birth	Home Address	Phone Number	

- Do you have legal possession of the premises at the street address above?  YES  NO  
 Is the premises owned or rented?  Owned  Rented\* \*If rented, expiration date of lease 2/23/2017
- Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.  YES  NO  
**NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:** If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation.  YES  NO
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.  YES  NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation.  YES  NO
- SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.

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

Type or Print Name of Applicant/Authorized Agent of Business <i>Arvid Bergstrom</i>	Title CFO
Signature <i>Arvid Bergstrom</i>	Date 12/12/2014

**REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY**

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

Local Licensing Authority For	Date
Signature	Title
	Attest

**LIQUOR OR 3.2 BEER LICENSE  
 RENEWAL APPLICATION**

BRENDEN RIFLE 7 THEATRES  
 4321 W FLAMINGO RD  
 LAS VEGAS NV 89103

Fees Due	
Renewal Fee	\$351.25
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
<b>Amount Due/Paid</b>	<b>351.25</b>

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

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

**RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE**

Licensee Name <b>BRENDEN THEATRE CORPORATION</b>		DBA <b>BRENDEN RIFLE 7 THEATRES</b>		
Liquor License # <b>4701113</b>	License Type <b>Beer &amp; Wine (city)</b>	Sales Tax License # <b>15-80594-0000</b>	Expiration Date <b>3/5/2015</b>	Due Date <b>1/19/2015</b>
Street Address <b>250 W 2ND ST RIFLE CO 81650</b>				Phone Number <b>(702) 507 1522</b>
Mailing Address <b>4321 W FLAMINGO RD LAS VEGAS NV 89103</b>				
Operating Manager	Date of Birth	Home Address		Phone Number

- Do you have legal possession of the premises at the street address above?  YES  NO  
 Is the premises owned or rented?  Owned  Rented\* \*If rented, expiration date of lease 11-30-21
- Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.  YES  NO  
**NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:** If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation.  YES  NO
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.  YES  NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation.  YES  NO
- SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.

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

Type or Print Name of Applicant/Authorized Agent of Business <b>LEE CRANER</b>	Title <b>CFO</b>
Signature 	Date <b>12-11-14</b>

**REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY**

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

Local Licensing Authority For	Date
Signature	Title
	Attest

## Report Criteria:

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

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>1003</b>						
<b>Action Shop Services, Inc</b>						
	SI80732	IGNITION MODULE	12/31/2014	55.99	55.99	01/23/2015
	SI83284	FILTER	01/22/2015	4.99	.00	
Total 1003:				60.98	55.99	
<b>1009</b>						
<b>B &amp; B Plumbing, Inc</b>						
	43539	UNCLOGGED TOLIET	01/02/2015	114.00	.00	
Total 1009:				114.00	.00	
<b>1018</b>						
<b>Valley Lumber</b>						
	3355	SUPPLIES	12/31/2014	22.98	.00	
	3711	SUPPLIES	01/09/2015	1.50	.00	
	3716	SUPPLIES	01/09/2015	33.00	.00	
	3724	SUPPLIES	01/09/2015	559.96	.00	
	3778	SUPPLIES	01/12/2015	11.99	.00	
	3812	SUPPLIES	01/13/2015	63.93	.00	
	3848	CONCRETE MIX	01/14/2015	25.95	.00	
	3862	SUPPLIES	01/14/2015	68.68	.00	
	3877	TAPE DUCK RED	01/15/2015	8.99	.00	
	3879	SUPPLIES	01/15/2015	42.05	.00	
	3887	SUPPLIES	01/15/2015	3.58	.00	
	3889	SEAL FOAM GREAT STUFF	01/15/2015	4.49	.00	
	3894	SUPPLIES	01/15/2015	47.98	.00	
	3903	SUPPLIES	01/15/2015	39.77	.00	
	3904	SUPPLIES	01/15/2015	39.45	.00	
	3918	SUPPLIES	01/16/2015	3.27	.00	
	3927	LADDER	01/16/2015	149.99	.00	
	3989	SUPPLIES	01/19/2015	67.78	.00	
	4040	SUPPLIES	01/20/2015	10.97	.00	
	4044	SUPPLIES	01/20/2015	9.98	.00	
	4046	SUPPLIES	01/20/2015	2.99	.00	
	4056	SUPPLIES	01/20/2015	19.48	.00	
	4085	SUPPLIES	01/21/2015	39.97	.00	
	4098	DRILL BIT UNBIT 4	01/21/2015	36.99	.00	
	4103	SUPPLIES	01/21/2015	80.98	.00	
	4113	SUPPLIES	01/22/2015	362.40	.00	
	4122	SUPPLIES	01/22/2015	126.96	.00	
	4165	SUPPLIES	01/23/2015	24.17	.00	
	4175	BATTERY	01/23/2015	8.99	.00	
	4179	ANGLE SLOT	01/23/2015	16.83	.00	
	4270	WIRE HOOKS	01/26/2015	17.98	.00	
	4308	WEDGE ANCHOR	01/27/2015	16.87	.00	
	4314	FLAT WASHER	01/27/2015	.44	.00	
	4363	SUPPLIES	01/28/2015	7.46	.00	
Total 1018:				1,978.80	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>1022</b>						
<b>Central Distributing Co</b>						
	115334	SUPPLES	01/14/2015	350.17	.00	
	115335	SUPPLES	01/14/2015	37.19	.00	
	115336	SUPPLIES	01/14/2015	93.04	.00	
	115337	SUPPLIES	01/14/2015	333.05	.00	
	115342	SUPPLIES	01/14/2015	82.73	.00	
	115527	FIRE RED PLACEMATS	01/14/2015	63.62	.00	
	116191	SUPPLIES	01/21/2015	322.64	.00	
	117069	SUPPLIES	01/28/2015	238.57	.00	
Total 1022:				1,521.01	.00	
<b>1062</b>						
<b>Dana Kepner Company</b>						
	1403186-00	TOUCHCOUPLER	01/14/2015	1,591.20	.00	
Total 1062:				1,591.20	.00	
<b>1065</b>						
<b>Dodson Engineered Products Inc</b>						
	186000	SUPPLIES	01/15/2015	19.84	.00	
	186055	PVC	01/20/2015	7.58	.00	
Total 1065:				27.42	.00	
<b>1076</b>						
<b>Garfield County Treasurer</b>						
	2014-0000051	Landfill	12/31/2014	37,901.90	.00	
Total 1076:				37,901.90	.00	
<b>1094</b>						
<b>Hy-way Feed &amp; Ranch Supply</b>						
	577866	MUCK BOOTS	12/17/2014	129.95	.00	
	578662	SHOVEL	01/13/2015	115.97	.00	
Total 1094:				245.92	.00	
<b>1100</b>						
<b>Karp, Neu, Hanlon P.c.</b>						
	123114	GENERAL PLANNING	12/31/2014	2,156.50	2,156.50	01/22/2015
	123114.	wATER	12/31/2014	3,544.50	3,544.50	01/22/2015
	123114..	ANTERO/URSA RESOURCES	12/31/2014	129.00	129.00	01/22/2015
	123114/	KNOLLRIDGE EAST	12/31/2014	279.50	279.50	01/22/2015
Total 1100:				6,109.50	6,109.50	
<b>1105</b>						
<b>Meadow Gold Dairies</b>						
	50221349	DAIRY PRODUCTS	01/15/2015	48.31	.00	
	50221444	DAIRY PRODUCTS/SENIOR CT	01/22/2015	103.80	.00	
Total 1105:				152.11	.00	
<b>1110</b>						
<b>Napa Auto Parts</b>						
	365737	TAPE	12/31/2014	14.17	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	366188	AIR DOOR ACTUATOR	01/05/2015	46.99	.00	
	366316	BOOS PAC	01/06/2015	169.00	.00	
	366597	F WASHER	01/08/2015	4.05	.00	
	366989	SWITCH	01/12/2015	39.37	.00	
	367171	HEX SCREW	01/13/2015	3.84	.00	
	367239	OXY3500F	01/14/2015	229.00	.00	
	367240	EXHAUSE HOSE	01/14/2015	109.00	.00	
	367392	3 PC SCREW EXTRACTOR	01/15/2015	17.68	.00	
	367396	AIR DOOR ACTUATOR	01/15/2015	46.99	.00	
	367477	AIR DOOR ACTUATOR	01/15/2015	27.38	.00	
	367890	VINYL FUREL TUBING'	01/19/2015	42.90	.00	
	367935	ELECT BATTERY	01/20/2015	6.69	.00	
	367944	HOSE CLAMP	01/20/2015	5.52	.00	
	368371	BILLING CORRECTION 368215	01/23/2015	11.69-	.00	
Total 1110:				750.89	.00	
<b>1111</b>						
<b>Neve's Uniforms, Inc</b>						
	LN-307672	UNIFORM /PD	01/16/2015	162.95	.00	
	NE35635	UNIFORM /PD	01/12/2015	83.94	.00	
	NE35636	UNIFORM /PD	01/12/2015	74.94	.00	
	NE35690	UNIFORM /PD	01/15/2015	178.89	.00	
Total 1111:				500.72	.00	
<b>1120</b>						
<b>Xcel Energy Inc</b>						
	440290815 010	FLASHER/SPRINKLER	01/02/2015	20.19	20.19	01/16/2015
	440291205 010	TRAFFIC LIGHT	01/02/2015	78.82	78.82	01/16/2015
	440292783 010	CLOCK	01/02/2015	5.59	5.59	01/16/2015
	440298339	AREA LIGHTS	01/02/2015	12,861.42	12,861.42	01/16/2015
	440453783 010	2575 W CENTENNIAL PKWY	01/05/2015	92.00	92.00	01/16/2015
	440582259 010	2515 CENTENNIAL PKWY BLDG	01/05/2015	278.91	278.91	01/16/2015
	440585156	2515 CENTENNIAL PKWY BLDG	01/05/2015	241.29	241.29	01/16/2015
	440749551 010	300 W 5TH ST UNIT PUMP	01/06/2015	168.58	168.58	01/16/2015
	440981618 010	132 E 4TH ST	01/08/2015	1,803.98	1,803.98	01/16/2015
	441099367 010	236 W 4TH ST	01/08/2015	21.37	21.37	01/16/2015
	441115683 010	300 W 5TH ST UNIT STAGE	01/08/2015	99.90	99.90	01/16/2015
	441161713 010	139 RAILROAD AVE	01/09/2015	82.79	82.79	01/23/2015
	441538618	105 E CENTENNIAL PKWY	01/13/2015	14,562.68	14,562.68	01/23/2015
Total 1120:				30,317.52	30,317.52	
<b>1126</b>						
<b>Rifle City Of</b>						
	1453101 01251	50 UTE AVE	01/25/2015	216.52	216.52	01/25/2015
	2003101 01251	201 E 18TH ST	01/25/2015	97.99	97.99	01/25/2015
	2005101 01251	1612 RAILROAD AVE	01/25/2015	40.71	40.71	01/25/2015
	2007101 01251	301 E 30TH ST	01/25/2015	40.71	40.71	01/25/2015
	2033001 01251	750 UTE AVE	01/25/2015	65.91	65.91	01/25/2015
	2211101 01251	1201 RAILROAD AVE	01/25/2015	25.20	25.20	01/25/2015
	2214101 01251	1500 DOGWOOD DR	01/25/2015	778.32	778.32	01/25/2015
	2325101 01251	1500 DOGWOOD DR	01/25/2015	25.20	25.20	01/25/2015
	265104	638 PARK AVE	01/25/2015	79.06	79.06	01/25/2015
	3079101 01251	595 W 24TH ST	01/25/2015	25.20	25.20	01/25/2015
	3221101 01251	000 BROWNING DR	01/25/2015	25.20	25.20	01/25/2015
	3351101 01251	1221 E CENTENNIAL PKWY	01/25/2015	28.56	28.56	01/25/2015

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	3641101 01251	360 S 7TH ST B	01/25/2015	25.20	25.20	01/25/2015
	3673101 01251	3100 DOKES LN	01/25/2015	65.91	65.91	01/25/2015
	3677101 01251	2515 CENTENNIAL PKWY	01/25/2015	4,382.31	4,382.31	01/25/2015
	3679101 01251	300 W 5TH ST	01/25/2015	111.72	111.72	01/25/2015
	3706101 01251	2515 CENTENNIAL PKWY	01/25/2015	25.20	25.20	01/25/2015
	588105 012515	154 E 11TH ST	01/25/2015	56.10	56.10	01/25/2015
	779102 012515	132 E 4TH ST	01/25/2015	65.91	65.91	01/25/2015
	823101 012515	202 RAILROAD AVE	01/25/2015	72.63	72.63	01/25/2015
	873106 012515	236 W 4TH ST	01/25/2015	81.46	81.46	01/25/2015
Total 1126:				6,335.02	6,335.02	
<b>1132</b>						
<b>Rifle Lock &amp; Safe</b>						
	33437	FURNISH COMBO FOR SAFE	12/31/2014	50.00	50.00	01/23/2015
	33486	DUPLICATE KEYS	01/12/2015	7.00	.00	
	33496	LOCKS	01/15/2015	29.94	.00	
Total 1132:				86.94	50.00	
<b>1134</b>						
<b>Rifle City Petty Cash</b>						
	011915	FIREWOOD WARMING HUT	01/19/2015	7.49	7.49	01/23/2015
Total 1134:				7.49	7.49	
<b>1143</b>						
<b>Swallow Oil Company</b>						
	011515	DIESEL	01/15/2015	3,733.83	.00	
Total 1143:				3,733.83	.00	
<b>1181</b>						
<b>Garfield Steel &amp; Machine, Inc</b>						
	00091793	CHIPPING HAMMER	01/14/2015	64.21	.00	
	00091872	3/4X9 EXPANDED FLAT	01/22/2015	56.14	.00	
	00091883	ANGLE	01/22/2015	32.90	.00	
Total 1181:				153.25	.00	
<b>1191</b>						
<b>Lewan &amp; Associates, Inc</b>						
	637025	B&W METER	01/19/2015	548.09	.00	
Total 1191:				548.09	.00	
<b>1256</b>						
<b>Resource Engineering, Inc</b>						
	14563	341-10 WATERSHED ORDINAN	12/31/2014	75.50	.00	
	14564	341-10.15 URSA RESOURCES	12/31/2014	75.50	.00	
	14565	341-13.7 PIONEER DITCH ACQU	12/31/2014	135.50	.00	
Total 1256:				286.50	.00	
<b>1258</b>						
<b>Hach Company</b>						
	9181956	NITROGEN	01/06/2015	364.73	.00	
	9184136	NITRITE	01/07/2015	70.18	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	9188799	NITRATE TNT	01/09/2015	182.76	.00	
	9195390	PHOSPHORUS TNT	01/14/2015	102.50	.00	
	9201310	CONTROLLER	01/19/2015	4,635.00	.00	
	9202095	DIGITAL PH SENSOR	01/19/2015	2,108.75	.00	
Total 1258:				7,463.92	.00	
<b>1339</b>						
<b>Grand Junction Pipe &amp; Supply</b>						
	3220719	VALVE BOX LID ONLY	12/31/2014	30.50	30.50	01/23/2015
Total 1339:				30.50	30.50	
<b>1407</b>						
<b>Usa Blue Book</b>						
	534901	THERMOMETER	01/06/2015	339.29	.00	
Total 1407:				339.29	.00	
<b>1443</b>						
<b>Orkin Pest Control</b>						
	6658038 01011	2008 PEST CONTROL/SR CENT	01/01/2015	635.56	635.56	01/23/2015
Total 1443:				635.56	635.56	
<b>1563</b>						
<b>Quill Corporation</b>						
	9414499	SUPPLIES	01/12/2015	118.31	.00	
Total 1563:				118.31	.00	
<b>1653</b>						
<b>Millers Dry Goods</b>						
	109533	JACKET	01/19/2015	321.85	321.85	01/23/2015
Total 1653:				321.85	321.85	
<b>1734</b>						
<b>United Companies/Oldcastle SW Group Inc</b>						
	1048250	ROAD BASE	01/12/2015	261.29	.00	
Total 1734:				261.29	.00	
<b>1765</b>						
<b>Stuver &amp; Lemoine P.c.</b>						
	37902	DEFENESE ATTORNEY/COURT	01/01/2015	927.85	927.85	01/16/2015
Total 1765:				927.85	927.85	
<b>1830</b>						
<b>Grand Valley Foods</b>						
	133444	FOOD PRODUCT/SR CENTER	01/09/2015	627.84	.00	
Total 1830:				627.84	.00	
<b>2139</b>						
<b>CDW Government, Inc</b>						
	RM50183	LOGI WRLS COMBO	12/31/2014	1,086.15	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2139:				1,086.15	.00	
<b>2208</b>						
<b>Amerigas</b>						
	3036220010	PROPANE/CE	12/31/2014	284.96	.00	
	3036525646	PROPANE-PROJECT TANK	01/09/2015	3,811.53	.00	
	3036572970	PROPANE-PROJECT TANK	01/10/2015	3,811.53	.00	
	3036654024	PROPANE-PROJECT TANK	01/13/2015	3,639.08	.00	
	3036750928	PROPANE	01/15/2015	409.67	.00	
Total 2208:				11,956.77	.00	
<b>2235</b>						
<b>Acme Alarm Company Inc</b>						
	848MON	1ST QTR MONITORING 2015	01/01/2015	90.00	90.00	01/16/2015
Total 2235:				90.00	90.00	
<b>2353</b>						
<b>Colo Dept. Of Revenue</b>						
	123114	2014- 4TH QTR SALES TAX	12/31/2014	11.00	11.00	01/16/2015
Total 2353:				11.00	11.00	
<b>2412</b>						
<b>B&amp;H Photo - Video, Inc</b>						
	91614399	SANDISK EXTREME	01/06/2015	37.95	.00	
	91903468	MOSCHI IGLAZE	01/13/2015	82.05	.00	
Total 2412:				120.00	.00	
<b>2474</b>						
<b>Public Agency Training Council</b>						
	011315	SEMINAR/	01/13/2015	590.00	590.00	01/16/2015
Total 2474:				590.00	590.00	
<b>2480</b>						
<b>RIFLE ROTARY CLUB</b>						
	011315	MEMBERSHIP DUES	01/13/2015	150.00	150.00	01/16/2015
Total 2480:				150.00	150.00	
<b>2540</b>						
<b>Walker Electric</b>						
	5388	ADD OUTLET IN ELECTRIC RO	01/08/2015	161.65	.00	
Total 2540:				161.65	.00	
<b>2573</b>						
<b>Mountain West Office Products</b>						
	0572286-002	supplies	01/15/2015	38.00	.00	
	0572613-001	supplies	01/15/2015	120.99	.00	
	0572692-001	supplies	01/16/2015	15.44	.00	
	0572692-002	supplies	01/20/2015	26.32	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2573:				200.75	.00	
<b>2803</b>						
<b>ALL TEMP SERVICES</b>						
	17279RMM	REPAIR FREEZER	01/19/2015	399.51	.00	
Total 2803:				399.51	.00	
<b>2955</b>						
<b>Rifle Rendezvous Festival, Inc</b>						
	010115	VIF Rifle Rendezvous Donation	01/01/2015	3,500.00	3,500.00	01/16/2015
Total 2955:				3,500.00	3,500.00	
<b>2960</b>						
<b>Walmart Community</b>						
	002650	CABLE	01/02/2015	44.64	44.64	01/16/2015
	012810	supplies	01/12/2015	20.82	20.82	01/23/2015
	015384	supplies	01/15/2015	57.15	57.15	01/23/2015
	015671	COFFEE POT	01/15/2015	23.64	23.64	01/23/2015
	019140	supplies	01/19/2015	9.88	9.88	01/23/2015
	019223	supplies	01/19/2015	18.87	18.87	01/23/2015
	019808	FOOD SUPPLIES	01/19/2015	65.58	65.58	01/23/2015
	031193	supplies	12/31/2014	25.71	25.71	01/16/2015
Total 2960:				266.29	266.29	
<b>3015</b>						
<b>Kroger/King Sooper Cust Charge</b>						
	020656	FOOD SUPPLIES	01/12/2015	201.31	201.31	01/23/2015
	155890	FOOD SUPPLIES	01/14/2015	4.50	4.50	01/23/2015
	364640	SUPPLIES	12/19/2014	28.99	28.99	01/16/2015
Total 3015:				234.80	234.80	
<b>3083</b>						
<b>ALSCO</b>						
	1545031	SUPPLIES	11/04/2014	120.62	120.62	01/16/2015
	1547727	SUPPLIES	11/11/2014	63.72	63.72	01/16/2015
	1550554	SUPPLIES	11/18/2014	76.69	76.69	01/16/2015
	1553353	SUPPLIES	11/25/2014	63.71	63.71	01/16/2015
	1556379	SUPPLIES	12/02/2014	82.10	82.10	01/16/2015
	1559382	SUPPLIES	12/31/2014	47.18	47.18	01/23/2015
	1559383	SUPPLIES	12/09/2014	63.71	63.71	01/16/2015
	1562415	SUPPLIES	12/16/2014	106.43	106.43	01/16/2015
	1565473	SUPPLIES	12/23/2014	63.71	63.71	01/16/2015
	1568509	SUPPLIES	12/30/2014	76.69	76.69	01/16/2015
	1574625	SUPPLIES	01/13/2015	28.61	.00	
	1574626	SUPPLIES	01/13/2015	45.22	.00	
	1577621	SUPPLIES	01/20/2015	46.32	.00	
	15776920	SUPPLIES	01/20/2015	28.61	.00	
	1580585	SUPPLIES	01/27/2015	28.61	.00	
	1580586	SUPPLIES	01/27/2015	57.98	.00	
Total 3083:				999.91	764.56	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>3088</b>						
<b>Enviro Tech Services Inc</b>						
	CD201505780	Ice Slicer	01/12/2015	2,530.00	.00	
	CD201506715	Ice Slicer	01/19/2015	2,509.76	.00	
	CD201506746	Ice Slicer	01/19/2015	2,524.94	.00	
	CD201506768	Ice Slicer	01/19/2015	2,132.28	.00	
Total 3088:				9,696.98	.00	
<b>3091</b>						
<b>Newman Signs Inc</b>						
	TI-0282042	U CHANNEL POST	01/15/2015	1,040.28	.00	
Total 3091:				1,040.28	.00	
<b>3156</b>						
<b>Superwash Of Rifle</b>						
	2049 012015	CAR WASH	01/20/2015	10.00	.00	
	2051 012015	CAR WASH	01/20/2015	7.00	.00	
	2052 012015	CAR WASH	01/20/2015	34.95	.00	
Total 3156:				51.95	.00	
<b>3389</b>						
<b>Sandy's Office Supply Inc</b>						
	114505	EQUIPMENT	12/31/2014	3,051.05	3,051.05	01/22/2015
	117135	SUPPLIES	01/19/2015	249.23	.00	
Total 3389:				3,300.28	3,051.05	
<b>3654</b>						
<b>Mark Briels Electric Inc</b>						
	5016	WATER PLANT SCOPE WORK	01/27/2015	628.00	.00	
Total 3654:				628.00	.00	
<b>3707</b>						
<b>Interstate Battery System Inc</b>						
	22038150	BATTERIES	01/14/2015	105.95	.00	
Total 3707:				105.95	.00	
<b>3798</b>						
<b>Ace Industrial Supplies</b>						
	1392707	TARPS	01/15/2015	352.56	.00	
Total 3798:				352.56	.00	
<b>3858</b>						
<b>Wells Fargo Bank Mn Na</b>						
	012715	WATER PLANT	01/27/2015	660,398.88	660,398.88	01/28/2015
	012715,	OBI:CWRPDA-SWRP/COLO WT	01/27/2015	9,042.09	9,042.09	01/28/2015
	012815	OBI:CWRPDA-SWRP-RIFLE 148	01/28/2015	59,785.76	59,785.76	01/28/2015
Total 3858:				729,226.73	729,226.73	
<b>3860</b>						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>Output Services Inc</b>						
	88989	2015 TAX BOOKLETS	12/31/2014	1,531.22	.00	
Total 3860:				1,531.22	.00	
<b>3955</b>						
<b>Holy Cross Energy</b>						
	123114	BEAVER CREEK HEADGATE	12/31/2014	131.10	131.10	01/16/2015
	123114.	BARON LANE STREET LIGHTS	12/31/2014	19.58	19.58	01/16/2015
Total 3955:				150.68	150.68	
<b>4039</b>						
<b>Bookcliff Council On The Arts</b>						
	010115	VIF GRANT	01/01/2015	4,000.00	4,000.00	01/16/2015
Total 4039:				4,000.00	4,000.00	
<b>4141</b>						
<b>True Brew Coffee Service</b>						
	161733	COFFEE	01/02/2015	97.73	.00	
	162090	COFFEE	01/16/2015	13.75	.00	
Total 4141:				111.48	.00	
<b>4207</b>						
<b>Radio Shack</b>						
	10172490	AUVIO APPLE CAB	01/15/2015	26.99	.00	
	10172586	COBRA INVERTER 880 WATT	01/20/2015	84.99	.00	
Total 4207:				111.98	.00	
<b>4215</b>						
<b>Ziegler, James</b>						
	01131511796	PROTECTIVE LENS	01/13/2015	463.65	.00	
	01141511850	SAFETY EQUIPMENT	01/14/2015	995.80	.00	
	01151511892	RATCHET	01/15/2015	359.95	.00	
	01151511894	PUNCH/CHISEL SET KIT BAG	01/15/2015	306.20	.00	
Total 4215:				2,125.60	.00	
<b>4240</b>						
<b>Platinum Plus For Business</b>						
	BOWEN 12311	SUPPLIES	12/31/2014	26.37	26.37	01/23/2015
	BURNS 12311	RENEWAL OPERATORS CERTI	12/31/2014	135.00	135.00	01/23/2015
	CHRISTENSE	MAYOR COUNCIL MEETING	12/31/2014	450.75	450.75	01/23/2015
	DYER 011115	MEMBERSHIP DUES	01/11/2015	250.00	250.00	01/23/2015
	FLORES 0111	MEMBERSHIP DUES	01/11/2015	45.00	45.00	01/23/2015
	GALLEGOS 12	STUDY MANUALS	12/31/2014	656.18	656.18	01/23/2015
	HADLEY 1231	CONFERENCE-	12/31/2014	201.55	201.55	01/23/2015
	HAMILTON 12	MEETINGS.	12/31/2014	2,236.20	2,236.20	01/23/2015
	JAMES 123114	DOT INSPECTION FORMS	12/31/2014	66.00	66.00	01/23/2015
	KELTY-123114	CPA CONFERENCE	12/31/2014	170.20	170.20	01/23/2015
	MACKLIN 1231	EQUIPMENT NEW OFFICER	12/31/2014	605.14	605.14	01/23/2015
	MILLER 12311	SUPPLIES	12/31/2014	87.51	87.51	01/23/2015
	NEELY 011115	CAACO DUES	01/11/2015	85.00	85.00	01/23/2015
	ODELL 011115	TRAINING WELDING CERTICAT	01/11/2015	328.00	328.00	01/23/2015
	STEWART 011	PHONE CASE IPHONE	01/11/2015	66.48	66.48	01/23/2015

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	STURGEON 1	CONFERENCE CALL	12/31/2014	90.08	90.08	01/23/2015
	TYLER 123114	PATC SEMINAR	12/31/2014	575.26	575.26	01/23/2015
	VAN TELYLIN	DUES NASRO	01/11/2015	40.00	40.00	01/23/2015
	WHITMORE 01	LUNCH MEETING /	01/11/2015	87.73	87.73	01/23/2015
	WILSON 12311	EQUIPMENT	12/31/2014	26.91	26.91	01/23/2015
Total 4240:				6,229.36	6,229.36	
<b>4339</b>						
<b>Design Concepts</b>						
	0016561	PROFESSIONAL SERVICES DE	01/05/2015	384.66	.00	
Total 4339:				384.66	.00	
<b>4750</b>						
<b>Civic Plus</b>						
	152854	UPGRADE FEE RESPONSIVE D	01/01/2015	1,500.00	1,500.00	01/22/2015
Total 4750:				1,500.00	1,500.00	
<b>4796</b>						
<b>Mountain Air Mechanical Hvac</b>						
	21188	DISPATCH FEE	01/07/2015	170.89	.00	
Total 4796:				170.89	.00	
<b>4811</b>						
<b>United Site Services Inc</b>						
	114-2596995	ROLL OFF 20 YD	12/31/2014	8,880.43	.00	
Total 4811:				8,880.43	.00	
<b>4825</b>						
<b>Cross Propane Gas</b>						
	52615	Propane Gas at O&M Shop	01/21/2015	1,962.40	.00	
Total 4825:				1,962.40	.00	
<b>4838</b>						
<b>Sun Trust Bank Corporation</b>						
	012715	4430005039/1097081/HONEY W	01/27/2015	26,254.45	26,254.45	01/28/2015
Total 4838:				26,254.45	26,254.45	
<b>4967</b>						
<b>Touch Tone Communications</b>						
	120114	LONG DISTANCE MONTHLY FE	12/01/2014	131.19	131.19	01/16/2015
Total 4967:				131.19	131.19	
<b>5034</b>						
<b>WELLS FARGO BANK NA</b>						
	012715.	WPCRF/FOAN W07A104W/WAS	01/27/2015	665,047.95	665,047.95	01/28/2015
Total 5034:				665,047.95	665,047.95	
<b>5253</b>						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>FASTENAL</b>						
	67657	Parts	01/06/2015	3.60	.00	
	67726	Parts	01/08/2015	61.83	.00	
Total 5253:				65.43	.00	
<b>5473 McAfee</b>						
	900102255	MONTHLY SERVICE	01/01/2015	225.60	.00	
Total 5473:				225.60	.00	
<b>5648 REDI SERVICES, LLC</b>						
	58165	PORTABLE RESTROOMS	12/31/2014	206.00	.00	
Total 5648:				206.00	.00	
<b>5752 Accutest Mountain States</b>						
	D158726	METALS SAMPLING PROGRAM	01/20/2015	301.00	.00	
Total 5752:				301.00	.00	
<b>5861 COUNTRY ATTIC</b>						
	011215	REFUND DUPLICATE PAYMENT	01/12/2015	12.00	12.00	01/16/2015
Total 5861:				12.00	12.00	
<b>5894 TRANS-TECH ENERGY AND ENV</b>						
	21141224-1	MODEL IONIZER	12/24/2014	58.00	.00	
Total 5894:				58.00	.00	
<b>5958 Utility Refund</b>						
	010615	REFUND-763 ELDER CT	01/06/2015	457.14	457.14	01/16/2015
	817103 010615	REFUND-1430 RAILROAD AVE	01/06/2015	86.91	86.91	01/16/2015
Total 5958:				544.05	544.05	
<b>5960 Recreation Fee Refunds</b>						
	2001076002	REC FEE REFUND	01/21/2015	30.00	30.00	01/23/2015
Total 5960:				30.00	30.00	
<b>5967 Harbor Freight Tools</b>						
	063513	SUPPLIES	01/05/2015	219.97	.00	
	143181	SUPPLIES	01/22/2015	105.94	.00	
Total 5967:				325.91	.00	
<b>6013</b>						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
High Country Gas & Supply inc	010115	PEST CONTROL	01/01/2015	635.56-	.00	
Total 6013:				635.56-	.00	
<b>6040</b>						
<b>AIS Industrial &amp; Construction Supply</b>	565588-00	SPUD WRENCH	01/14/2015	97.50	.00	
Total 6040:				97.50	.00	
<b>6067</b>						
<b>Mountain Roll-offs, Inc.</b>	279831	DUMPSTER	12/01/2014	150.00	150.00	01/16/2015
	286782	MONTHLY FEE	01/01/2015	36,066.18	36,066.18	01/23/2015
Total 6067:				36,216.18	36,216.18	
<b>6071</b>						
<b>TD Productions</b>	39866	LANDFILL	01/12/2015	4,618.81	.00	
Total 6071:				4,618.81	.00	
<b>6137</b>						
<b>Impressions of Aspen</b>	20997.1	SUPPLIES	12/31/2014	38.08	.00	
	21050	SUPPLIES	01/05/2015	79.00	.00	
	21050.1	SUPPLIES	01/05/2015	79.00	.00	
	21065	SUPPLIES	01/07/2015	33.50	.00	
	21097	TONER CARTRIDGES	01/14/2015	459.96	.00	
	21097.1	SUPPLIES	01/14/2015	329.97	.00	
	21098	SUPPLIES	01/14/2015	109.74	.00	
	21112	CRTDG	01/15/2015	229.98	.00	
	21134	SUPPLIES	01/19/2015	87.62	.00	
	21173	SUPPLIES	01/26/2015	449.88	.00	
	21184	SUPPLIES	01/27/2015	9.68	.00	
	4185CM	SUPPLIES	01/14/2015	38.08-	.00	
	4186CM	SUPPLIES	01/14/2015	76.16-	.00	
Total 6137:				1,792.17	.00	
<b>6195</b>						
<b>Western Slope Communications</b>	39954	ADVERTISEMENT	12/29/2014	480.00	480.00	01/16/2015
	39955	ADVERTISEMENT	12/29/2014	240.00	240.00	01/16/2015
Total 6195:				720.00	720.00	
<b>6205</b>						
<b>A.L.E.R.T./S.A.M.</b>	010115	MEMBERSHIP DUES	01/01/2015	80.00	80.00	01/16/2015
Total 6205:				80.00	80.00	
<b>6225</b>						
<b>BRUBACHER DESIGN</b>	1449	SIGNS	12/31/2014	209.60	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	1468	SIGNS	01/21/2015	282.75	.00	
Total 6225:				492.35	.00	
<b>6357</b>						
<b>FIRST STRING</b>						
	6348	TSHIRTS	01/13/2015	267.00	.00	
Total 6357:				267.00	.00	
<b>6383</b>						
<b>CENTURY LINK</b>						
	1327066459	LONG DISTANCE	01/01/2015	6.76	6.76	01/23/2015
Total 6383:				6.76	6.76	
<b>6389</b>						
<b>ANYTIME SEWER &amp; DRAIN</b>						
	10209	CAMERA LINE INSPECTION	12/31/2014	240.00	240.00	01/23/2015
Total 6389:				240.00	240.00	
<b>6402</b>						
<b>CENTURY LINK</b>						
	9706250004 01	LONG DISTANCE	01/01/2015	445.94	445.94	01/23/2015
	9706250388 01	LONG DISTANCE	01/01/2015	324.36	324.36	01/23/2015
Total 6402:				770.30	770.30	
<b>6475</b>						
<b>SHEAR INTENSITY HAIR, NAIL SALON</b>						
	123114	RIFLE STIMULUS PLAN	12/31/2014	50.00	50.00	01/16/2015
Total 6475:				50.00	50.00	
<b>6509</b>						
<b>POLYDYNE INC.</b>						
	938394	CLARIFLOC	01/08/2015	3,294.00	.00	
Total 6509:				3,294.00	.00	
<b>6537</b>						
<b>Holscher, Mayberry &amp; Company,LLC</b>						
	192	INTERIM AUDIT SERVICES	01/16/2015	3,000.00	.00	
Total 6537:				3,000.00	.00	
<b>6566</b>						
<b>LADYBUG EXPRESS INC</b>						
	123114	RIFLE STIMULUS PLAN	12/31/2014	310.00	310.00	01/16/2015
	123114.	POINSETTAS	12/31/2014	180.00	180.00	01/16/2015
Total 6566:				490.00	490.00	
<b>6568</b>						
<b>MICRO PLASTICS</b>						
	105039	BRASS NAME BADGE	01/09/2015	6.40	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6568:				6.40	.00	
<b>6606</b>						
<b>Western Slope Supplies, Inc.</b>						
	164ABC	BOTTLED WATER	12/29/2014	50.30-	.00	
	164ABC.	BOTTLED WATER	12/31/2014	14.20	14.20	01/23/2015
	177ABC	BOTTLED WATER	12/29/2014	7.35-	.00	
	177ABC.	BOTTLED WATER	12/31/2014	7.35	7.35	01/23/2015
	3065956	BOTTLED WATER	12/01/2014	7.35-	.00	
	3065956 12011	BOTTLED WATER	12/31/2014	7.35	7.35	01/23/2015
	3066226	BOTTLED WATER	12/08/2014	14.20-	.00	
	3066226 12311	BOTTLED WATER	12/31/2014	14.20	14.20	01/23/2015
	3066227	BOTTLED WATER	12/08/2014	27.90-	.00	
	3066227 12311	BOTTLED WATER	12/31/2014	27.90	27.90	01/23/2015
	3066380	BOTTLED WATER	12/15/2014	14.20-	.00	
	3066380 12151	BOTTLED WATER	12/31/2014	14.20	14.20	01/23/2015
	3066391	BOTTLED WATER	12/15/2014	40.75-	.00	
	3066391 12311	BOTTLED WATER	12/31/2014	40.75	40.75	01/23/2015
	3066610	BOTTLED WATER	12/22/2014	1.35-	.00	
	3066610.	BOTTLED WATER	12/31/2014	1.35	1.35	01/23/2015
	3066611	BOTTLED WATER	12/22/2014	21.05-	.00	
	3066611.	BOTTLED WATER	12/31/2014	21.05	21.05	01/23/2015
	728391	BOTTLED WATER	12/15/2014	15.00-	.00	
	728391 121514	BOTTLED WATER	12/31/2014	15.00	15.00	01/23/2015
Total 6606:				36.10-	163.35	
<b>6643</b>						
<b>SAFETY &amp; CONSTRUCTION SUPPLY, INC</b>						
	0021614-IN	VEST	01/15/2015	252.00	.00	
Total 6643:				252.00	.00	
<b>6661</b>						
<b>ARCADIS US, INC</b>						
	0640434	PROFESSIONAL SERVICES	01/15/2015	82,876.94	.00	
Total 6661:				82,876.94	.00	
<b>6716</b>						
<b>SIMPLIFILE, LC</b>						
	201501759	RECORDING FEES	01/08/2015	156.00	156.00	01/23/2015
Total 6716:				156.00	156.00	
<b>6719</b>						
<b>PHIL VAUGHAN CONSTRUCTION MGMT, INC.</b>						
	01201501	WTP OWNER ADVISOR SERVIC	01/20/2015	1,732.20	.00	
Total 6719:				1,732.20	.00	
<b>6745</b>						
<b>PEAK SURVEYING, INC</b>						
	1789	16TH ST DESIGN STAKING	09/10/2014	1,495.00	1,495.00	01/16/2015
	1792	9TH RAILROAD WEST TRAIL	09/10/2014	665.00	665.00	01/16/2015
	1851	EASEMENT EXHIBITS	11/25/2014	765.00	765.00	01/16/2015

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6745:				2,925.00	2,925.00	
<b>6755</b>						
<b>STEVEN A SPEVERE,</b>						
	123114	RIFLE STIMULUS PLAN	12/31/2014	140.00	140.00	01/16/2015
Total 6755:				140.00	140.00	
<b>6760</b>						
<b>FLAG RESOURCES, INC</b>						
	11824	ROAD BASE	01/06/2015	995.22	.00	
	11825	ROAD BASE	01/06/2015	542.34	.00	
Total 6760:				1,537.56	.00	
<b>6763</b>						
<b>LIFT-UP</b>						
	011415	MAIN SERVICE	01/14/2015	430.00	430.00	01/16/2015
Total 6763:				430.00	430.00	
<b>6771</b>						
<b>TELVUE</b>						
	07722	CLOUDCAST MONTHLY SUPPO	01/21/2015	2,400.00	.00	
Total 6771:				2,400.00	.00	
<b>6790</b>						
<b>O'REILLY AUTO PARTS</b>						
	37611-355458	DISC PAD SET	01/05/2015	342.54	.00	
	3761-354861	BATTERY	12/31/2014	15.00-	.00	
	3761-355478	BATTERY	01/05/2015	104.96	.00	
	3761-355485	BATTERY	01/05/2015	15.00-	.00	
	3761-3555458	DISC PAD SET	01/05/2015	342.54	.00	
	3761-355747	BRAKE ROTOR	01/07/2015	346.94	.00	
	3761-355753	ROCKER SWT	01/07/2015	31.49	.00	
	3761-355778	SEALER	01/07/2015	2.99	.00	
	3761-356678	TIRE INFLATR	01/15/2015	12.99	.00	
	3761-357338	WINDOW REG	01/20/2015	74.69	.00	
	3761-357339	WINDOW REG	01/20/2015	74.69	.00	
	3761-357545	MUD FLAP	01/21/2015	11.99	.00	
	3761-357546	MUD FLAP	01/21/2015	11.99	.00	
Total 6790:				1,327.81	.00	
<b>6826</b>						
<b>CALLAWAY PACKING INC</b>						
	30473	FOOD SUPPLIES	01/12/2015	435.27	.00	
Total 6826:				435.27	.00	
<b>6829</b>						
<b>BELL CONSULTING, LLC</b>						
	1	UTE PATIO IMPROVEMENTS	01/19/2015	2,020.00	.00	
Total 6829:				2,020.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>6831</b>						
<b>CABOT NORIT AMERICAS INC</b>						
	25305027RI	hydraulic dosing unit	12/31/2014	2,100.00	.00	
Total 6831:				2,100.00	.00	
<b>6845</b>						
<b>E&amp;G TERMINAL, INC.</b>						
	5174668	PORTABLE BOOSTER	01/16/2015	325.80	.00	
Total 6845:				325.80	.00	
<b>6851</b>						
<b>JAY'S</b>						
	123114	RIFLE STIMULUS PLAN	12/31/2014	240.00	240.00	01/16/2015
Total 6851:				240.00	240.00	
<b>6863</b>						
<b>CONSERVANCY OIL CO</b>						
	0068048	SERV PRO SYN DEXOS	01/06/2015	613.80	.00	
Total 6863:				613.80	.00	
<b>6864</b>						
<b>MCGEE COMPANY</b>						
	10144156-00	SUPPLIES	01/14/2015	240.77	.00	
Total 6864:				240.77	.00	
<b>6916</b>						
<b>CORNWELL QUALITY TOOLS</b>						
	146673	TOOLS\	01/07/2015	39.98	.00	
Total 6916:				39.98	.00	
<b>6940</b>						
<b>JOLYNN'S AT THE FABRIC STORE</b>						
	123114	RIFLE STIMULUS PLAN	12/31/2014	50.00	50.00	01/16/2015
Total 6940:				50.00	50.00	
<b>6966</b>						
<b>All Seasons Hotsy</b>						
	22302	HOSE	11/03/2014	281.56	281.56	01/16/2015
Total 6966:				281.56	281.56	
<b>7054</b>						
<b>HADLEY, DAVID</b>						
	012115	REIMBURSEMENT STEEL TOE	01/21/2015	32.21	32.21	01/23/2015
Total 7054:				32.21	32.21	
<b>7057</b>						
<b>THE WRIGHT CLEANING COMPANY</b>						
	1814	CLEANING THEATER	12/08/2014	105.00	105.00	01/16/2015
	1830	CLEANING	12/16/2014	105.00	105.00	01/16/2015

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	1836	CLEANING THEATER	12/22/2014	140.00	140.00	01/16/2015
	1847	CLEANING THEATER	01/05/2015	140.00	140.00	01/16/2015
Total 7057:				490.00	490.00	
<b>7107</b>						
<b>MOLTZ CONSTRUCTION INC</b>						
	010915	WATER PLANT EARTH WORK	01/09/2015	177,424.28	177,424.28	01/22/2015
Total 7107:				177,424.28	177,424.28	
<b>7159</b>						
<b>McCANDLESS TRUCK CENTER</b>						
	400398	ADJUSTMENT BRAKES	01/01/2015	1,667.83	.00	
Total 7159:				1,667.83	.00	
<b>7185</b>						
<b>CANYON CLEANERS 7</b>						
	783947	CLEANERS HOUSE CHARGE	01/07/2015	12.00	12.00	01/23/2015
Total 7185:				12.00	12.00	
<b>7187</b>						
<b>ROBERTA PAIGE</b>						
	123114	RIFLE STIMULUS PLAN	12/31/2014	50.00-	.00	
	123114.	RIFLE STIMULUS PLAN	12/31/2014	50.00	50.00	01/16/2015
Total 7187:				.00	50.00	
<b>7195</b>						
<b>GLENN MILLER PRODUCTIONS</b>						
	011415	TALENT FEE	01/14/2015	500.00	500.00	01/16/2015
Total 7195:				500.00	500.00	
<b>7196</b>						
<b>NOVOSAD, JOHN</b>						
	010815	TALENT FEE	01/08/2015	800.00	800.00	01/16/2015
Total 7196:				800.00	800.00	
<b>7197</b>						
<b>REMIX MEDIA GROUP, LLC</b>						
	4074	KMTS ADS	10/31/2014	741.00	741.00	01/16/2015
Total 7197:				741.00	741.00	
<b>7198</b>						
<b>GARFIELD CLEAN ENERGY</b>						
	2015-009	2015 MEMBERSHIP	01/15/2015	3,000.00	3,000.00	01/16/2015
Total 7198:				3,000.00	3,000.00	
<b>7199</b>						
<b>COLO SPORTS TURF</b>						
	874	2015 MEMBERSHIP DUES	01/06/2015	35.00	35.00	01/16/2015

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7199:				35.00	35.00	
<b>7201</b>						
<b>RUBINOWITZ, BURT</b>						
	011615	REMOVED ADHESIVE CIRCUIT	01/16/2015	75.00	75.00	01/23/2015
	011615.	REMOVED TAPE TRANSPORT	01/16/2015	75.00	75.00	01/23/2015
Total 7201:				150.00	150.00	
<b>7202</b>						
<b>NATIONAL ASSOCIATION</b>						
	012315	ELIMITED MEMBER	01/23/2015	35.00	35.00	01/23/2015
Total 7202:				35.00	35.00	
<b>7203</b>						
<b>SPECTRUM TECHNOLOGIES INC</b>						
	100042594	SOIL MOISTURE TESTER	01/21/2015	121.30	.00	
Total 7203:				121.30	.00	
<b>7204</b>						
<b>RODNEY HUNT-FONTAINE</b>						
	39576	PARTS FAB	01/15/2015	1,100.00	.00	
Total 7204:				1,100.00	.00	
<b>7205</b>						
<b>US FOODS</b>						
	4062042	FOOD SUPPLIES	01/22/2015	1,197.58	.00	
Total 7205:				1,197.58	.00	
Grand Totals:				1,926,580.04	1,712,804.0	

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

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

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

James S. Neu  
[jsn@mountainlawfirm.com](mailto:jsn@mountainlawfirm.com)

January 29, 2015

Mayor Randy Winkler  
Rifle City Council  
P. O. Box 1908  
Rifle, Colorado 81650

Re: February 4, 2015 City Council Meeting

Dear Mayor Winkler and Members of the Rifle City Council:

The purpose of this letter is to briefly outline items we worked on for the February 4, 2015 Rifle City Council Meeting.

1. Ordinance No. 1 Series of 2015 (Enforcement of Parking on Private Property). City staff, the police department and the municipal court are continuously reviewing the Rifle Municipal Code for updates and revisions. Section 8-1-120 of the Code amended Section 1204 of the Model Traffic Code by adding a subsection (9) providing for enforcement by the City of violations of parking restrictions applicable only to private property. The police department knows of no other jurisdictions that provide for enforcement of parking regulations on private property by city police, and with its limited resources, it would like to repeal this Section of the Code. Ordinance No. 1, Series of 2015 accomplishes the repeal.

We recommend approval of Ordinance No. 1, Series of 2015 on second reading.

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

Very truly yours,

KARP NEU HANLON, P.C.

James S. Neu

Enclosures

UTILITY DEPARTMENT  
INTEROFFICE MEMO



H2O Water

TO: City Council

FROM: Dick Deussen, Utilities Director

DATE: January 28, 2015

RE: Owner Advisor Services for Water Treatment Plant

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In December 2012, Council awarded a contract to Phil Vaughan Construction Management, Inc. (PVCMI) for Owner Advisor services to assist the Resident Engineer and Utility Director to avoid potential liability issues and conflicts between the contractor, design engineers or the City in the amount of \$203,750.

We have used his services and the Owner Advisor has been extremely helpful in determining a construction manager/general contractor (CM/GC) from several contractor proposals to provide design services and construct the treatment facility. PVCMI has also conducted reviews of specifications and drawings to reduce possible conflicts or misinterpretations from the CM/GC as well as numerous other contracts with the geotechnical firm and the design engineers. The contract for the design services by the CM/GC as well as the contract for construction of Package #1 was also initiated by PVCMI.

The amount of funds for the services is nearly expended and we wish to continue the services for the construction period of the Rifle Regional Water Purification Facility. Services to date have been invoiced and paid by the CWRPDA loan for the treatment facility.

Staff recommends that a new contract with Phil Vaughan Construction Management, Inc. be awarded at an amount not-to-exceed of \$115,000. The cost will be paid out of the CWRPDA loan amount. The previous contract will be canceled.





January 27, 2015

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

Dear Messrs. Sturgeon and Deussen,

As per my meeting on December 23, 2014 with Jim Miller, I have been requested to update my proposal for Project Representative Services for the Rifle Regional Water Purification Facility (RRWPF).

Please find attached the project scope that was submitted to me by Jim Miller via email on 1/23/15.

1. Estimated hours and cost: 920 hours at the rate of \$125.00 per hour= Estimated Cost of \$115,000.00

Please contact me with any further questions.

Sincerely,

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

Attachments: 1/23/15 Project Scope  
PVCMI 2015 Fee Schedule

Project Scope- 1/23/15

The City of Rifle requests a proposal from PVCMI for the Project Advisor role on the Rifle Regional Water Purification Project (RRWPF) (i.e., the Project).

1. The City requests that Phil Vaughan attend weekly construction progress meetings at the site in an advisory role to the City. The City does not desire to have a written report and prefers contemporaneous interaction amongst the project participants. The City will pay for time at the meetings, preparatory time including review of Owner Insite™ postings, and time in the field at the site on meeting dates.

4 hours/week x 80 weeks = 320 hours.

For weeks that Phil Vaughan is not in attendance, the City will allow a maximum of 1 hour to be charged.

2. When scheduled on the Moltz's look ahead schedule or when requested and scheduled by the City, provide inspection services for:
  - a. Reinforcement inspections.
  - b. Concrete inspections.
  - c. Structural steel inspections.
  - d. Welding inspections.
  - e. High strength bolt inspections.

2 hours/week x 40 weeks = 80 hours.

The City will not pay for inspections by Phil Vaughan that do not occur at the scheduled or re-scheduled times. Inspections after the scheduled time should not be initiated without the prior consent of the Resident Engineer.

3. Review and comment on project documentation including progress schedules, draft work change directives, proposed change order requests, and draft change orders as described in the Project manual and the published Change Order Workflow Diagram.  
1 hour/week x 80 weeks = 80 hours.

The City's expectation is that each of these activities be addressed within 2 to 3 days.

4. When requested by the City, Review and comment on RFIs, Submittals, Applications for Payments and Issues. Such requests will typically be made through Owner Insite™.

1 hour/week x 80 weeks = 80 hours.

The City will not pay for actions performed that were not requested.

5. On-Call services as requested by the City of Rifle.

An allowance of 200 hours.

The City's expectation is that these services be performed in the time mutually agreed.

6. When requested and scheduled, back-up services in the role of Resident Engineer. On such occasions, a full time presence on the site is required.

An allowance of 80 hours.

The City will schedule these times in far in advance as possible.

7. When requested, claims and issue management.

An allowance of 80 hours.

The City's expectation is that these services be performed in the time mutually agreed.

**Other Terms:**

The City will provide Phil Vaughan with electronic and printed copies of the Project Manual.

Phil Vaughan may discuss any issue with the City Manager, Utility Director, Resident Engineer or Water Superintendent individually or together at any time.

Communication with Moltz Construction or its subcontractors will generally be through the Resident engineer as described in the Project Manual.

All work will be performed by Phil Vaughan except clerical or administrative.

Professional consultants engaged by PVCMI without the prior written consent of the City of Rifle will not be reimbursed.

**Phil Vaughan Construction Management, Inc.**  
**Fee Schedule**  
**2015**

**Professional Land Planning**

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

**Construction Services**

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

**Miscellaneous Charges**

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

**Direct Project Expenses**

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

**UTILITY DEPARTMENT  
INTEROFFICE MEMO**



**H2O** Water

**TO:** City Council  
**FROM:** Dick Deussen, Director of Utilities  
**DATE:** January 28, 2015  
**RE:** Award of Geotechnical Services for Water Plant Construction

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CTL Thompson was awarded a contract by Council in 2013 for a price of \$52,636 to complete all quality assurance testing for the Rifle Regional Water Purification Facility. All services are on a unit price basis and included testing to CDOT standards when work is within the CDOT right-of-way. Expenditures to date are \$6,940.

It has been almost two years since award of the contract and unit prices have changed as well as the proposed scope of work, which now includes inspection of drilled piers.

The quality assurance work would be paid from the CWRPDA loan amount. The Construction manager/General Contractor is to provide his own quality control.

We recommend award of a new contract with CTL Thompson for an amount not to exceed \$93,105, for quality assurance geotechnical services, material testing and drilled pier inspection during construction of the RRWPF. The previous contract will be canceled.



January 9, 2015  
(Revised January 21, 2015)

City of Rifle  
202 Railroad Avenue  
Rifle, CO 81650

Attention: Mr. Jim Miller, P.E.  
Resident Engineer

Subject: Proposal For  
Construction Observations and  
Materials Testing  
Regional Water Purification Facility  
Rifle, Colorado  
Project No. GS05730  
Proposal No. GS 15-0103 Revised

CTL | Thompson, Inc. is pleased to submit this proposal for construction observations and materials testing for the Regional Water Purification Facility in Rifle, Colorado. We did not have a construction schedule for review. We have anticipated our services would be required on a full-time basis for most of the construction. We understand our services would be observation and testing of caissons, soils, asphalt placement, concrete testing and masonry laboratory testing.

We anticipate that the CTL team assigned to the project will consist of Mr. Dan Downing, Laboratory/Field Manager and Mr. Sandon Thibault, Senior Engineering Technician. Mr. Downing and Mr. Thibault each have over 30 years of experience in providing construction observation and materials testing services. Mr. Downing and Mr. Thibault live in Rifle and Parachute, respectively, which we believe can reduce travel time to the site.

The testing frequencies, number of site visits, and hours required per visit were assumed based on the information you provided, the anticipated construction schedule and our experience. An itemized list of our anticipated hours and fee is shown on Exhibit B.

We emphasize that this estimate is based upon assumptions about actual quantities, frequency of testing and the construction schedule. Our actual fee will likely vary from the estimate, based on schedule, weather conditions, contractor efficiency and requests by the Client. We are available to meet with you to discuss our proposed services and refine our estimate, if desired.

# Proposal



We appreciate the opportunity to submit this proposal. If acceptable, please sign one copy of the Service Agreement and return it for our files, or authorize us to proceed under the terms of the Agreement. We look forward to working with you. If you have any questions, please call.

Very truly yours,

CTL | THOMPSON, INC.

Dan Downing  
Laboratory/Field Manager

Reviewed by:

John Mezling, P.E.  
Branch Manager

DD:JM:cd

# Service Agreement



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<b>Parties</b>	This Agreement is made this 21 <sup>st</sup> day of January, 2015 between City of Rifle, 202 Railroad Avenue, Rifle, CO 81650, referred to herein as "Client" and CTL   Thompson, Inc., 234 Center Drive, Glenwood Springs, CO 81601, referred to herein as "CTL."
<b>Project</b>	By joining in the Agreement, Client retains CTL to provide consulting services in connection Regional Water Purification Facility, Rifle, Colorado, referred to herein as "Project." Client's relationship to the Project is that of "OWNER."
<b>Scope</b>	Details of the scope of CTL's services are found in Exhibit A, which is part of this Agreement.
<b>Fee</b>	<p>CTL agrees to provide services covered by this Agreement on a Unit Rate basis as shown on Exhibit B.</p> <p>This quotation shall remain available provided that CTL receives Client's authorization to proceed within 30 days of the date of this Agreement.</p> <p>If Project requirements indicate that the scope of services covered by this Agreement should be revised, a contract modification or written addendum to this Agreement shall be entered into to cover the revised scope and fee.</p>
<b>Invoices</b>	CTL may submit interim invoices to Client and will submit a final bill upon completion of services. Invoices will show charges for different personnel and expense classifications or a lump sum fee or a percentage of completion, where appropriate. A more detailed separation of charges and back-up data will be provided at Client's request. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client shall pay a finance charge of one-and-one half percent (1 1/2 %) per month on past due accounts, plus attorney fees and costs associated with collection.
<b>Right-of-Entry</b>	Client will provide for right-of-entry of CTL and necessary equipment in order to complete the work. While CTL will take reasonable precautions to minimize damage to the Project property, it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.
<b>Utilities</b>	Client shall be responsible for designating the location of all private utility lines and subterranean structures within the property lines of the Project. CTL will request responsible utilities to locate off-site lines and public on-site lines when necessary for CTL work. Client agrees to hold CTL harmless for damage to utilities or subterranean structures which are not correctly located by Client or the responsible utility.
<b>Samples</b>	Construction materials samples collected and tested, if any, will be disposed after testing. Further storage or transfer of samples can be made at Client's expense upon written request.
<b>Ownership of Documents</b>	<p>The reports, field data, field notes, laboratory test data, calculations, estimates, design plans, and other documents prepared by CTL, as instruments of service, shall remain property of CTL.</p> <p>CTL shall retain pertinent records relating to the services performed for a period of five (5) years following completion of services hereunder, during which period the records will be made available to Client during regular business hours.</p>

# Service Agreement



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**Job Site** Client agrees that, in accordance with generally accepted construction practices, the construction contractor will be required by Client to assume sole and complete responsibility for job site conditions during the course of construction of the Project, including safety of persons and property and construction means, methods, techniques and sequences. Client further agrees to defend, indemnify and hold CTL harmless from any and all liability, real or alleged, in connection with the performance of work on this Project, excepting liability arising directly from the sole negligence of CTL.

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**Standard of Care** Services of CTL under this Agreement will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the locality of the Project. No warranty, express or implied, is made or given.

Client recognizes that subsurface conditions may vary from those encountered at the location where borings or test pits, surveys, or explorations are made by CTL (if any) and that the data, interpretations and recommendations of CTL are based solely on the information available to it. Client recognizes that the performance of soils depends on variability beyond the control of CTL and therefore, CTL cannot and does not guarantee the performance of the soils. CTL will be responsible for those data, interpretations and recommendations as indicated above, but shall not be responsible for the interpretation or implementation by others of the information developed.

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**Limitations on Claims** Any claim or cause of action between the parties to this Agreement including, but not limited to, claims for contribution and indemnity, shall be deemed to have accrued and the applicable Colorado statutes of limitation and repose shall commence to run no later than the date of substantial completion of the Project from which the claim or cause of action arises. Substantial completion shall be deemed to occur no later than the date CTL issues its final invoice for the Project.

In the event of a claim, Client agrees that as its sole and exclusive remedy, any claim, demand or suit shall be brought against CTL as a corporation only, and not against any of CTL's individual employees, engineers, agents, officers, directors or shareholders.

The services provided by CTL pursuant to this Agreement are solely for the benefit of Client. Neither CTL nor Client intends to confer a benefit on any other person or entity. To the extent that any other person or entity benefits by the services provided by CTL, such benefit is purely incidental and such person or entity shall not be deemed a third party beneficiary of this Agreement.

Client and CTL waive claims against each other for consequential damages arising out of or relating to this Agreement and the services provided hereunder. This mutual waiver includes, but is not limited to, claims for losses of use, rent, income, profit, financing, business, and reputation, for delay damages of any sort, for lost management and labor productivity and for lost opportunity to complete other projects. This waiver extends, without limitation, to all consequential damages due to either party's termination under this Agreement.

# Service Agreement



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**Limitation of Liability** CTL's liability for damages to Client due to professional negligence in the performance of services for the Project shall be limited to \$25,000 or the total fee for the services on the Project, whichever is greater. If this Agreement provides for the performance of services for multiple building lots or sites, CTL's liability to Client shall be limited to an aggregate amount of \$25,000 or the total fee for all services under this Agreement, whichever is greater. Notwithstanding any other provision in this Agreement, CTL will have no liability to Client or any third parties for damages resulting from the failure of Client or others to follow CTL's recommendations.

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**Insurance** CTL represents that it and its employees and consultants retained by it are protected by worker's compensation insurance and that CTL has such coverage under public liability, property damage, and professional liability insurance policies as CTL deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon written request. CTL shall in no event be responsible for any loss or damage beyond the amounts, available limits, and conditions of such insurance.

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**Termination** This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CTL shall be paid for services performed to the termination notice date plus reasonable termination expenses.

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**Hazardous Materials** Client represents that Client has made a reasonable effort to evaluate whether hazardous materials are on or near the Project site and has informed CTL of any information or findings relative to the possible presence of such materials. Should unanticipated hazardous materials be discovered in the course of the performance of services under the Agreement, such discovery shall constitute a changed condition mandating a renegotiation of the scope of work or termination of services. Should the discovery of unanticipated hazardous materials require CTL to take immediate measures to protect health and safety, Client agrees to compensate CTL for costs incidental to taking such measures and for any equipment decontamination or replacement required. CTL agrees to notify Client promptly when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosure required by law to appropriate government agencies. Furthermore, Client agrees to defend, indemnify and hold CTL harmless from any and all liability arising from discovery by anyone of unanticipated hazardous materials or suspected hazardous materials.

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**Humidity, Moisture Vapor & Mold** Unless specifically included in this Agreement, services intended to control humidity, moisture vapor, and mold are expressly excluded from the Agreement. Client recognizes that the growth of mold, some of which may be harmful to human health, can be caused or exacerbated by conditions which occur inside or outside habitable structures. If Client desires to obtain services intended to control humidity, moisture vapor and mold in crawl spaces or below structurally supported floors, CTL can provide such services. Client may obtain such services from any source Client deems appropriate. If such services are not expressly undertaken by CTL, however, Client agrees to indemnify, defend and hold CTL harmless from any and all claims alleging that CTL caused, contributed to, or failed to prevent injury and damage related to the occurrence or existence of humidity, moisture vapor or mold.

# Service Agreement



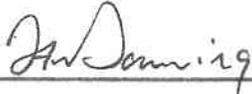
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<b>Work by Others</b>	In performing services under this Agreement, CTL shall be entitled to rely upon the accuracy and completeness of recommendations made or design services provided by other consultants, and will have no liability for damages resulting from errors and omissions in the same.
<b>Applicable Law</b>	The law of the State of Colorado shall govern the validity of the Agreement, and its interpretation and performance.
<b>Entire Agreement</b>	This Agreement shall be the entire Agreement and shall supersede any other agreement between Client and CTL relating to the subject matter hereof. In case of conflict or inconsistency between this Agreement and any other contract documents, this Agreement shall control. Notwithstanding any other provision in this Agreement, in the event that CTL begins performance of the activities addressed by this Agreement, this Agreement shall be deemed to be an enforceable agreement between the parties regardless of whether either party has signed this Agreement.

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Authorization CTL

Client

  
\_\_\_\_\_  
By Dan Downing  
\_\_\_\_\_  
Title Laboratory/Field Manager  
\_\_\_\_\_  
Date January 21, 2015  
\_\_\_\_\_

\_\_\_\_\_  
By  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date  
\_\_\_\_\_

# Exhibit A

## Scope of Service



### CONSTRUCTION OBSERVATION AND MATERIALS TESTING

1. **Caisson Inspections:** A representative of CTL will inspect caisson installation on a full-time basis to verify caissons are constructed in substantial conformance with the project plans.
2. **Observation and Density Testing of Soils:** A representative of CTL will be available each day during the placement of backfill and subgrade preparation to observe the contractor's progress and methods, and to perform density tests as required. We will rely upon the Contractor or Owner to notify CTL when services are required. The schedule for CTL's services will be routinely forecasted on the Contractor's current look ahead schedule, which is posted to owner insite. CTL is required to periodically log on to owner-insite and verify when its services are scheduled. Testing methods used will be in accordance with project specifications. Other laboratory testing will be conducted as deemed necessary or requested by the owner to evaluate conformance of fill materials with job specifications.
3. **Observation and Density of Asphalt Pavement:** CTL will be available on a full-time basis during pavement construction. Testing will be performed in accordance with project specifications. Other laboratory testing will be conducted as deemed necessary or requested by the owner to evaluate conformance of material with job specifications.
4. **Concrete Testing:** A representative of CTL will perform concrete and materials testing on a part-time basis in accordance with project specifications. A copy of information regarding each test will be given to the Contractor at the job site the day the concrete is sampled. Subsequent test results of compressive strength testing will be posted to owner-insite following testing at each age.
5. **Masonry Laboratory Testing:** Tests will be performed in general conformance with ICC standards and project specifications. Samples for laboratory testing will be prepared by others and submitted to our laboratory in Glenwood Springs or Denver, as appropriate.

# Exhibit B – Fee Estimate



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**CONSTRUCTION OBSERVATION AND MATERIALS TESTING**  
Regional Water Purification Facility  
Rifle, Colorado

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**1. Caisson Inspection**

Engineering Tech III	\$70/hour x 10 hours/day	\$700
Fuel Charge	\$10/day	\$10
Report Review	\$50/report x 1 report/day	<u>\$50</u>
	Estimated Daily Cost:	\$760
Subtotal: 75 days x \$760		\$57,000

**2. Density Testing**

Engineering Tech III	\$70/hour x 2 hours/day	\$140
Fuel Charge	\$10/day	\$10
Report Review	\$50/report x 1 report/day	<u>\$50</u>
	Estimated Daily Cost:	\$200

**Laboratory Testing**

Proctor Curve	4 curves x \$110/each	<u>\$440</u>
Subtotal: (60 days x \$200) + \$440		\$12,440

**3. Asphalt Pavement Testing**

Engineering Tech III	\$70/hour x 8 hours/day	\$560
Fuel Charge	\$10/day	\$10
Report Review	\$50/report x 1 report/day	<u>\$50</u>
	Estimated Daily Cost:	\$620
Subtotal: 5 days x \$620		\$3,100

# Exhibit B – Fee Estimate



## 4. Concrete Testing

Materials Technician	\$65/hour x 3 hours/test	\$195
Fuel Charge	\$10/day	\$10
Concrete Cylinders	\$20/each x 3 cylinders	\$60
Report Review	\$50/report x 1 report/test	<u>\$50</u>

Estimated Cost Per Test: \$315

Subtotal: 60 tests x \$315 \$18,900

## 5. Masonry Inspection

### Laboratory Testing

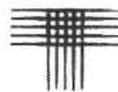
Mortar Cubes	3 tests x \$135/each	\$405
Grout Strength	9 tests x \$50/each	\$450
Prisms Strength	9 tests x \$90/each	<u>\$810</u>

Total: \$1,665

**ESTIMATED TOTAL FEE \$93,105**

# Fee Schedule

EFFECTIVE JANUARY, 2014  
GLENWOOD SPRINGS, COLORADO



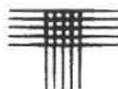
# CTL THOMPSON

<b>Personnel</b>	
Includes analysis and preparation of reports, calculation time, travel, consultation, sample preparation and direct supervision of the CTL project.	
Engineering Technician I	\$ 55 / hour
Engineering Technician II / Secretarial	60 / hour
Engineering Technician III / CADD / Drafts Person	70 / hour
Senior Engineering Technician	85 / hour
Environmental Technician	75 / hour
Industrial Hygienist Technician	75 / hour
Senior Industrial Hygienist / Environmental Technician	90 / hour
Staff Engineer / Geologist / Scientist	100 / hour
Project Engineer / Geologist / Scientist	110 / hour
Project Manager	125 / hour
Associate	140 / hour
Principal	160 / hour
Senior	220 / hour
Expert	Quote on Request
<b>Field Investigation Services</b>	
Drilling and Sampling with a 4-inch Auger	\$ 200 / hour
Drilling and Sampling with Hollow Auger	200 / hour
ODEX	80 / foot
Drilling and Sampling with Rotary Drill	Cost + 15%
Shelby Tube Sample	15 / each
Drilling Rig Mobilization	
Crew Travel	98 / hour
Transport Truck	1.50 / mile
Auto or Pickup Mileage (Out of Town Mobilization)	0.60 / mile
Labor, Out-of-Town Living Expenses, Travel Costs, Equipment Rental, Subconsultants	Cost + 15%
Coring (2 Hour Minimum)	125 / hour
Asphalt Core Thickness	45 / each
Asphalt Core Density	45 / each
Deflection Testing - Benkelman Beam, Operator & Truck	175 / hour
Bond Testing	110 / hour
<b>Construction Observation and Testing Services*</b>	
Earthwork: Compaction Testing	\$ 75 / hour
Drilled Pier Installation	75 / hour
Asphalt Placement and Compaction	75 / hour
Concrete Strength Testing:	
Testing & Cylinder Pick Up	65 / hour
Cylinders	20 / cyl
Flexural Beams	50 / beam
On Site Curing Service	80 / month
Maturity Meter Method	1,200 / mix
Data Loggers	65 / each
Concrete Test Report	55 / set
Moisture Emissions Testing	65 / hour
Moisture Kit	35 / each
Shotcrete includes Preparation and report (set of 5)	310 / set
Floor Flatness (FF and FL and/or 10 Foot Straightedge)	85 / hour
Reinforcement Placement Observation	70 / hour
Masonry Special Inspection	80 / hour
Masonry Shear	185 / test
Proof Load of Anchor or Dowels	85 / hour
Weld & Bolt Inspection	85 / hour
Framing Observation	85 / hour
Post Tension:	
Strand Observation	85 / hour
Elongation Measurements	85 / hour
Sprayed on Fireproofing includes, when required:	85 / hour
Thickness Measurements, Density per Sample, Bond per Test	
Report Review / Supervision for Construction Observation and Testing Services (excluding Concrete)	55 / report
Overtime Charge Increase for work done on Saturday, Sunday, Holidays and off normal shift hours	20 / hour
Fuel charge	4 / hour

\*Note Time is charged for travel, testing and inspection and field report preparation (2 hour minimum trip charge)

# Fee Schedule

EFFECTIVE JANUARY, 2014  
GLENWOOD SPRINGS, COLORADO



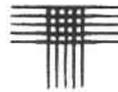
# CTL THOMPSON

<b>Soils Laboratory Services</b>	Grain Size Analysis, 1-inch to #200 sieve	\$ 50
	Grain Size Analysis, #200 sieve only	35
	Hydrometer Analysis	80
	Atterberg Limits (L.L. & P.I.), per set	70
	Natural Moisture and Density	15
	Specific Gravity	50
	Unconfined Compression - Soils	40
	Unconfined Compression with Stress / Strain Curve	50
	Unconfined Compression - Rock Cores, Peak Load Only**	100
	Unconfined Compression - Rock Cores with MOE**	Quote on Request
	Unconfined Compression - Rock Cores , MOE, Poisson's Ratio**	Quote on Request
	One-Dimensional Swell Test	45
	One-Dimensional Swell Test with Load Back for Swell Pressure	55
	Soil Suction, per point	50
	One -Dimensional Time Consolidation Test	
	Set up and Initial Load	150
	Additional Increments	40
	Triaxial or Direct Shear Tests, per point	
	Unconsolidated-Undrained	115
	Consolidated-Undrained	380
	Consolidated-Undrained with Pore Pressure	400
	Standard Proctor Compaction Test (ASTM D 698)	110
	Modified Proctor Compaction Test (ASTM D 1557)	120
	Relative Density (ASTM D 4253 and D 4254)	165
	California Bearing Ratio (3 Points)	500
	Hveem Stabilometer (3 Points)	500
	Resilient Modulus	1,000
	Permeability	
	Flexible Membrane (Triaxial Cell)	400
	Remolded Sample (Falling or Constant Head)	250
	Back Pressure Oedometer	250
	Water Soluble Sulfates	45
	pH	40
Resistivity, per Specimen (Natural Moisture and Saturated)	100	
Direct Shear	115	
Rock Testing		
Specific Gravity	45	
Two-Cycle Stake-Durability, per point	95	
Unconfined Compression, per point		
Peak Load Only	100	
With Stress / Strain Curve, Static E and Poisson's Ratio	Quote on Request	
Triaxial Compression-NX per point	130	
With Stress / Strain Curve, Static E and Poisson's Ratio	260	
Point Load Test	50	

\*\* Additional for Sample Preparation of Rock Cores

# Fee Schedule

EFFECTIVE JANUARY, 2014  
GLENWOOD SPRINGS, COLORADO

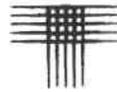


# CTL THOMPSON

<b>Specialized Testing and Services</b>	<b>Environmental Services</b>	
	Environmental Assessment, Remediation Design, Underground Storage Tanks, Drilling and Sampling, Methane Hazard, Compliance Assistance, Site Audits, Hazmat Surveys	Quote on Request
	<b>Industrial Hygiene and Safety Services</b>	
	Indoor Air Quality, Asbestos Services, Lead Services, Exposure Assessments, Compliance Assistance, Training, Sampling, Program Development	Quote on Request
	<b>Biological Services</b>	
	Endangered Species Review, Wetlands Delineation, Environmental Assessments	Quote on Request
	<b>Geophysical Services</b>	
	Pier Integrity, Profiles by Reflection or Refraction, Resistivity Surveys, Dynamic Soil Properties	Quote on Request
	<b>Specialized Testing Equipment Charges (Portable Drill Rig, Pressuremeter, Resistivity, Photoionization Device, Field Permeability, Down-Hole Moisture / Density)</b>	Quote on Request
	<b>Benkelman Beam Testing</b>	
	Benkelman Beam, Operator & Truck	\$ 175 / hour
	NDT Equipment (Pulse-Velocity, Windsor Probe Test System, Pachometer, Half-Cell)	40 / hour
	<b>Hydraulic Ram Calibration</b>	
	Less than 200 ton	450 / each
	200 ton or Higher	550 / each
	<b>Torsional Strength Tests &amp; Calibrations (up to 1 million in lbs.)</b>	Quote on Request
	<b>Liquid Asphalt Laboratory Testing</b>	Viscosity at 140° F
Viscosity at 275° F		110
Penetration		75
Specific Gravity		75
Softening Point		110
Flash Point		75
Ductility @ 77° F		110
Ductility @ 39.4° F		170
Solubility		125
Dynamic Rheometer		700
Polymer Compatibility		1,100
Direct Tension Test		520
Mixing / Compaction Temperatures		315
Bending Beam Test		495
Thin Film Oven Aging (including Viscosities)		275
Aging of Asphalt Cement		275
Polymer / AC Blending		Quote on Request
Specimen Preparation & Miscellaneous Testing	60 / hour	
<b>Emulsion Testing</b>	Residue and Oil Distillate	\$ 275
	<b>Test on Residue</b>	
	Penetration	75
	Ductility @ 77° F	110
	Solubility	145
	Coating Ability and Water Resistance	145
	Storage Stability	145
	Sieve Test	70
	Violet Testing (Per Time or Temperature)	275
	Debonding Testing	345
	Seal Coat Design	1,575

# Fee Schedule

EFFECTIVE JANUARY, 2014  
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# CTL THOMPSON

<b>Asphalt Concrete Testing</b>	SHRP or AAMS Mix Design	Quote on Request
	Hveem Mix Design	\$ 1,575
	Marshall Mix Design	1,575
	Immersion Compression	385
	Lotman (Tensile Strength Ratio) AASHTO	405
	Lotman (Tensile Strength Ratio) Cyclic	1,575
	Gyratory Refusal	195
	Indirect Tensile Creep	195
	Indirect Tensile Strength	195
	Stripping Test	85
	Swell Test	85
	Theoretical Maximum Density	115
	Marshall Properties (Including Theoretical Maximum Density)	275
	Hveem Properties (Including Theoretical Maximum Density)	275
	Extraction and Gradation	230
	Resilient Modulus	Quote on Request
	Nuclear Asphalt content Gage Calibration	500
	Asphalt by Nuclear Gage / or Ignition Oven	150
	Core Density	40
	Core / Lift Thickness	40
	Sample Preparation, Miscellaneous Testing	60 / hour

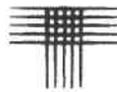
\* Does not include engineering of special problems or multiple gradations or AC types. Additional charges for AC or Aggregate additives

<b>Aggregates Laboratory Services</b>	Gradation Analysis (per Fraction)	\$ 50 / each
	Gradation Analysis (Pit-Run Samples, larger than 12-inch)	85 / hour
	Passing No. 200 Sieve	35 / hour
	Organic Impurities	45 / each
	Lightweight Particles 2.4	155 / each
	Lightweight Particles 2.0	155 / each
	Clay Lumps and Friable Particles	80 / each
	Pop-out of Lightweight Aggregates	290 / each
	Sodium Soundness (5-cycle)*	210 / each
	Sodium Soundness (12-cycle)*	290 / each
	Magnesium Soundness (5-cycle)*	210 / each
	Magnesium Soundness (12-cycle)*	290 / each
	Potential Reactivity (ASTM C289)	290 / each
	Potential Reactivity (ASTM C227)	900 / each
	Potential Reactivity - 14 Day (ASTM C1260 or C1567)	800 / each
	Potential Reactivity - 28 Day (ASTM C1260 or C1567)	900 / each
	Potential Reactivity - 1 Year (ASTM C1293)	1,100 / each
	Alkali Carbonate Reactivity - (ASTM C1105)	1,100 / each
	Micro Deval	220 / set
	Rodded Unit Weight + Voids	55 / each
	Loose Unit Weight + Voids	55 / each
	Uncompacted Void Content - (ASTM C1252)	120 / each
	Specific Gravity / Absorption, Coarse Aggregate*	45 / each
	Specific Gravity / Absorption, Fine Aggregate*	45 / each
	Staining Test (Lightweight Aggregates)	115 / each
	Scratch Hardness	140 / each
	Flat and Elongated Particles	165 / each
	L.A. Abrasion - Small-Sized Aggregate	100 / each
	L.A. Abrasion - Large-Sized Aggregate*	130 / each
	Moisture Content	25 / each
	Sand Equivalency	100 / each
	Fractured Face Determination, Coarse Aggregate	140 / each
	Fractured Face Determination, Fine Aggregate	320 / each
	Aggregate Freeze/Thaw, Fine Aggregate	290 / each
	Aggregate Freeze/Thaw, Coarse Aggregate	330 / each
Mill Abrasion	210 / each	
Crushing	125 / set	
Blending, Sampling and Miscellaneous Testing	65 / hour	

\*For Rip Rap type sample, add \$25 each

# Fee Schedule

EFFECTIVE JANUARY, 2014  
GLENWOOD SPRINGS, COLORADO

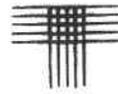


# CTL THOMPSON

<b>Concrete Laboratory Services</b>	Compressive Strength, Cylinders (Cast by CTL)	\$ 15 / each
	Compressive Strength, Cylinders (Cast by Others)	30 / each
	Compressive Strength & Density, Core Samples	50 / each
	Density / Absorption of Hardened Concrete (ASTM C642)	95 / core
	Flexural Strength, Beams	50 / each
	Splitting Tensile Test, Cylinders	50 / each
	Modulus of Elasticity Tests (Frame Method)	380 / set
	Chloride Content, Chemical Analysis (ASTM C1152)	90 / each
	Concrete Freeze / Thaw, 300 Cycles (ASTM C666)	2,100 / set
	Cracking Tendency of Concrete	1,400 / each
	Length Change of Hardened Concrete (ASTM C157)	320 / each
	Abrasion Resistance (ASTM C779)	330 / each
	Chloride Ion Penetration / Rapid Chloride Permeability (ASTM C1202)	375 / each
	Scaling Resistance (ASTM C672)	460 / each
	Pulse Velocity (ASTM C597)	85 / hour
	Blocking Assessment (ASTM C1621)	50 / each
	Static Segregation (ASTM C1610)	50 / each
	Height Change of Hardened Concrete (ASTM C1090)	470 / each
	Shear Bond (ASTM C882)	550 / each
	Direct Tension of Cores	300 / each
Mixing Fee - Required for Some Tests	450 / each	
<b>Laboratory Trial Mix Batches</b>	3-Point Curve - Cylinders for Compressive Strength	\$ 2,200 / each
	3-Point Curve - Beams for Flexural Strength & Cylinders	2,350 / each
	Single Mix, Compressive Strength	1,300 / each
	Single Mix, Flexural Strength	1,400 / each
	Additional Compressive Strength Mixes	450 / each
	Additional Flexural Strength Mixes	500 / each
	Mini-Mixes	180 / each
	Time of Sets	50 / add
	Mix with Lightweight Aggregate (Additional Charge per mix)	90 / add
	Maturity Meter Calibration & Report (Does not include probes)	1,200 / each
	Maturity Meter Probes	65 / each
	Roller Compacted Concrete Mix	Quote on Request
	<b>Cement Laboratory Services</b>	Sulfate Expansion (ASTM C 452)
Compressive Strength Tests (6 Cubes / Mix)		220 / each
Additional Cubes		30 / each
Flexural Strength - 3 Beams		135 / each
Time of Set: Vicat		175 / each
Standard Properties (ASTM C150)		710 / each
Density		90 / each
Blaine Fineness (Cement)		100 / each
False Set - Paste Method		85 / each
Chemical Analysis - Cement		290 / each
Autoclave Expansion - Cement		220 / each
Sulfate Expansion (ASTM C1012)		1,200 / each
Air Content		145 / each
Cement Content		750 / each
<b>Fly Ash Laboratory Services</b>	Loss on Ignition, Moisture	\$ 90 / each
	Fineness, No. 325 Sieve - Fly Ash	90 / each
	Density	90 / each
	Air Content	145 / each
	Chemical Analysis (Fly Ash)	280 / each
	Strength Activity Index (Fly Ash)	225 / each
	Drying-Shrinkage (Mortar Bar Method)	225 / each
	Autoclave Expansion - Fly Ash	225 / each
	Alkali Reactivity	540 / each
	Available Alkali	180 / each
Standard Properties (ASTM C618)	630 / each	

# Fee Schedule

EFFECTIVE JANUARY, 2014  
GLENWOOD SPRINGS, COLORADO



# CTL THOMPSON

<b>Masonry Laboratory Services</b>	<b>Block and Segmental Retaining Wall Units:</b>	
	Q-Block Test Series (Compressive, Dimensional, Absorption)	\$ 280 / each
	Compressive Strength Tests (Set of 3)	125 / set
	Dimensional Analysis (Set of 3)	75 / set
	Density Absorption Analysis (Set of 3)	125 / set
	British Shrinkage (Set of 3)	325 / set
	British Shrinkage - Additional Samples	50 / each
	Fire Rating (UL618)	200 / each
	Freeze - Thaw 100 - Cycle	850 / each
	Freeze - Thaw 150 - Cycle	1,250 / each
	<b>Brick:</b>	
	Compressive Strength Tests (Set of 5)	\$ 200 / set
	Coefficient of Saturation (Set of 5)	165 / set
	Absorption Analysis (Set of 5)	150 / set
	Initial Rate of Absorption (Set of 5)	275 / set
	Efflorescence (Set of 5)	135 / set
	Dimensional Analysis (Set of 5)	85 / set
	Modulus of Rupture (Flexural Strength) (Set of 5)	225 / set
	Freeze / Thaw, 50 cycle (ASTM C 67)	465 / each
	Adobe Brick Properties	710 / each
	<b>Mortar and Grout:</b>	
	Mortar Mix (6 Cubes)	\$ 190 / mix
	Water Retentivity Test	100 / each
	Compressive Strength - Field - Sampled Mortar (6 Cubes)	135 / each
Compressive Strength - Preparation of Cored Grout	50 / each	
<b>Compressive Strength 8" Width Prisms:</b>		
8" Hollow Prisms, Brick	\$ 80 / each	
8" Hollow Prisms, Block - 2 Course Maximum	80 / each	
8" Hollow Prisms, Block - Over 2 Courses	110 / each	
8" Grout - Filled Prisms, Brick	110 / each	
8" Grout - Filled Prisms, Block - 2 Course Maximum	90 / each	
8" Grout - Filled Prisms, Block - Over 2 Courses	115 / each	
<b>Compressive Strength 10-inch or 12-inch Width Prisms:</b>		
10" or 12" Hollow Prisms, Brick	110 / each	
10" or 12" Hollow, Block - 2 Course Maximum	110 / each	
10" or 12" Hollow, Block - More than 2 Courses	140 / each	
10" or 12" Grout - Filled Prisms, Brick	175 / each	
10" or 12" Grout-Filled Prisms, Block - 2 Course Maximum	150 / hour	
10" or 12" Grout-Filled Prisms, Block - More than 2 Courses	175 / each	
<b>Dimension Stone Testing</b>	Specific Gravity / Absorption (ASTM C97)	\$ 110 / each
	Compressive Strength (ASTM C170)	405 / set
	Modulus of Rupture (ASTM C99)	475 / set
	Freeze / Thaw	710 / each
	Flexural Strength (ASTM C880)	475 / set
	Saw Cutting (Dimensional Stone)	80 / hour
	<b>Steel Laboratory Services</b>	Ultimate Tensile Strength (Including Post Tension Strands)
Ultimate Tensile Strength & Percent Elongation		130 / each
Ultimate Tensile Strength & Yield Tensile Strength		130 / each
Ultimate Tensile Strength & Area Reduction		130 / each
<b>Miscellaneous Services</b>		
Wood Moisture Content	\$ 95 / each	
Hydraulic Ram Calibration, Less than 200 Ton	450 / each	
Hydraulic Ram Calibration, 200 Ton & Higher	550 / each	
Petrographic Analysis	Quote on Request	
Report review (All Laboratory Test Results)	110 / each	



UTILITY DEPARTMENT  
INTEROFFICE MEMO



H2O Water

TO: City Council

FROM: Dick Deussen, Utilities Director

DATE: January 28, 2015

RE: Snow/Ice Melt System at 3 mg Reservoir

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To reduce weight on the rafters within the 3 mg reservoir, it was determined the best approach was to install a system to be used during the winter (and only when needed) to melt snow and possibly ice by heating the interior of the tank. Using propane heaters purchased from two suppliers, heated air will be circulated in the air space above the water stored in the tank. The equipment was purchased as the lease cost exceeded the purchase price. To complete this work, several firms were involved and the cost is now approximately as follows:

System Design (SGM)	\$8,030
Heater Purchase (Cate and Faris Equipment)	30,500
Propane Initial Purchase (Amerigas)	13,800
Electrical Installation (Walker Electric)	5,500
Installation of ductwork/vents (Moltz Construction)	<u>65,570</u>
Total	\$123,400

As this was emergency work and weather conditions at the time were not favorable, we proceeded with the effort required and now need to report the cost involved. The cost will vary slightly from the amount shown as all invoices have not yet been submitted and additional freight charges and supplies may have to be included. The work has been completed and the system is operable.

Costs will be paid from funds in the O&M Water Fund; 310-4331-400-320, Professional Services; 310-4331-400-430, Repair and Maintenance Services; 310-4331-400-610, General Supplies and if necessary from 310-4331-400-900, Contingency. Funds were not used from the Water Capital Fund.