



City Council
Randy Winkler, Mayor
Barbara Clifton, Mayor Pro Tem
Joe Elliott, Councilor
Ed Green, Councilor
Theresa Hamilton, Councilor
Annick Pruetz, Councilor
Dana Wood, Councilor

City Hall
City Council Chambers
202 Railroad Avenue
Rifle, CO

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**REGULAR MEETING
November 18, 2015**

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

6:00 p.m. Safety discussion with Council (Chief Dyer)
6:30 p.m. Update on backflow prevention (Jm Miller)

**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 November 4, 2015 Regular Meeting
 - B. Consider Amending Rifle Municipal Code Regarding the Accumulation of Snow or Ice Upon Sidewalks - Ordinance No. 24, Series of 2015 – 2nd reading
 - C. Proclamation Affirming Appreciation and Support for the Rifle Police Department
 - D. Garfield County Federal Mineral Lease District (FMLD) grant agreement for Rifle Creek Trail Construction
 - E. Application for a Department of Local Affairs Energy & Mineral Impact Assistance Fund Grant, as stated in Resolution No. 32, Series of 2015
 - F. 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.)
- 7:11 p.m. 4. Action, if any, on Workshop Items (Mayor Winkler)
- 7:15 p.m. 5. Proclamation Affirming Appreciation and Support for the Rifle Police Department (Rifle Police Department Citizen Advisory Board)
- 7:25 p.m. 6. Consider purchase of two trucks for Parks Department (Tom Whitmore)
- 7:30 p.m. 7. Consider accepting Department of Local Affairs Energy Impact Assistance Agreement to upgrade two vehicles to Compressed Natural Gas as fuels (Kimberly Bullen)
- 7:40 p.m. 8. Consider appointing Tim Barnett as a regular Planning Commission member (Nathan Lindquist)
- 7:45 p.m. 9. Consider Cost Reimbursement Agreement with Tri-State Generation and Transmission Association, Inc. (Jm Miller)
- 7:55 p.m. 10. Consider supporting HEAL Cities and Towns Campaign- Resolution No.33, Series of 2015 (Nathan Lindquist)
- 8:05 p.m. 11. Consider Repeal of Article XVII of Chapter 16 Regional Drainage Fee - Ordinance No. 25, Series of 2015 – 1st reading (Jm Neu)
- 8:10 p.m. 12. PUBLIC HEARING - Consider 2016 Proposed Budget - second budget hearing (Matt Sturgeon)
- 8:20 p.m. 13. Administrative Reports
- 8:30p.m. 14. Comments from Mayor and Council
- 8:45 p.m. 15. Executive Session to discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under CRS Section 26-6-402(4)(a) (Jm Neu)

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

Next Regular Meeting of Council: December 2, 2015 at 7:00 p.m.





TO: Honorable Mayor and City Council

FROM: Jim Miller, Utility Director

DATE: November 18, 2015

RE: Workshop on cross-connection regulatory changes and forthcoming changes to the City's backflow prevention program.

Why are we discussing this topic tonight?

- CDPHE regulations have changed and were implemented in the form of a 5-year compliance schedule with annual milestones. All water systems are impacted and all systems have the same compliance schedule. There is an automatic public notice requirement associated with non-compliance.
- The Public will be affected by facility and site visits to survey for cross connections and testing of devices, and by the cost of implementation and compliance.
- The City's current operations program must be modified to comply with the new regulatory requirements, and immediate changes will be required to achieve the first year compliance schedule milestone.
- This is an unfunded mandate and will have budgetary consequences.
- The annual work effort associated with compliance represents a recurring cost and staffing need that will expand gradually over time as the number of non-single family water accounts and the number of backflow devices increase.

What will the City need to do comply with the new requirements?

- Currently the City's backflow prevention strategy has attributes of both a system containment approach and a hazard isolation approach. In some cases both strategies are applied when one is sufficient. The City will need to change its policies and practices on where each approach is utilized and avoid unnecessary cost and compliance liability with applying both approaches at the same location.

- The public will need to be informed of changes in requirements and procedures.
- Ordinances will need to be modified.
- Water Department standards (Public Works Manual) will need to be modified, or developed.
- Water Department operating and recordkeeping procedures will need to be developed.
- Water Department staff will need training.
- Software for managing facility data, survey results, testing results, notifications and work orders will be necessary.
- Follow-up capabilities will need to be developed.
- Enforcement provisions will need to be developed.
- Cost recovery will need to be examined and implemented.

When will the City need to act?

- The first compliance milestone is associated with the period January 1 to December 31 2016.
- Draft amendments to City ordinances will be presented to City Council in December.
- Internal re-assignments of staffing will begin immediately.
- A new staff person will need to be hired to support the cross connection/backflow prevention program due to the volume of surveys and backflow devices.
- Software for tracking and compliance is being evaluated and will be purchased.
- Website information will change in January after personnel have been identified and software selected.

Attachments:

- Old and new CDPHE regulations.

Colorado Primary Drinking Water Regulations

11.36(4)

Additional Recordkeeping Requirements by Rule

- (F) Data on the physical dimensions of the equalization and/or treatment units, typical and maximum hydraulic loading rates, type of treatment chemicals used and average dose and frequency of use, and frequency at which solids are removed, if applicable.
- (v) The supplier must maintain all of the following information indefinitely:
 - (A) The results of the disinfection profile, including raw data and analysis, specified in 11.8(4).
 - (B) The results of the disinfection benchmark, including raw data and analysis, specified in 11.8(5).
- (c) Recordkeeping Requirements for the Groundwater Rules
 - (i) The supplier must maintain all of the following information for at least five years:
 - (A) For each minimum residual disinfection concentration treatment technique requirement sample collected under 11.11(2)(c):
 - (I) The date, place, and time of sample collection, and the name of the person(s) who collected and analyzed the sample;
 - (II) The analytical technique/method used; and
 - (III) The results of the analyses.
 - (B) Documentation specified in 11.11(2)(e)(i)(C) relating to any entry point minimum disinfection treatment technique violation.
 - (C) For systems operating under a disinfection waiver under 11.13, all records of all chlorination activities including:
 - (I) The date, duration, locations and purpose of each chlorination event; and
 - (II) The maximum and minimum chlorine dose in mg/L the supplier applied during each chlorination event and the results of any and all residual disinfectant concentration results collected during each chlorination event.
 - (D) Records of decisions that a total coliform-positive sample result meets Department criteria for distribution system conditions that cause total coliform-positive sample results under 11.11(4)(a)(ii)(B).
 - (E) Records of invalidation of fecal indicator-positive groundwater source samples under 11.11(4)(e)(i).
 - (F) For consecutive systems, documentation of notification to wholesalers of total-coliform positive samples specified in 11.11(4)(c)(i) that are not invalidated under 11.17(5) until March 31, 2016, or under 11.16(8) beginning April 1, 2016.
 - (G) For systems that provide 4-log treatment of viruses using chemical disinfection and are required to comply with the requirements specified in 11.11(3):

- (I) Records of the lowest daily residual disinfectant concentration; and
 - (II) Records of the date and duration of any failure to maintain the Department-specified minimum residual disinfectant concentration for a period of more than four hours.
- (H) For systems that provide 4-log treatment of viruses using alternative treatment methods and are required to comply with 11.11(3):
- (I) Records of Department-specified parameters for approved alternative treatment; and
 - (II) Records of the date and duration of any failure to meet the alternative treatment operating requirements for a period of more than four hours.
- (ii) The supplier must maintain all of the following information for at least 10 years:
- (A) For all systems that provide 4-log treatment of viruses that are required comply with 11.11(3), records of the Department-approved minimum residual disinfectant concentration.
 - (B) Documentation of corrective actions required in response to fecal indicator positive triggered source water monitoring sample results under 11.11(6).
- (iii) For a system operating under a disinfection waiver, the supplier must maintain records of all correspondence and documentation relating to the requirements specified in 11.13 for as long as the system is operating under the disinfection waiver and for at least five years after waiver withdrawal.
- (d) Recordkeeping Requirements for the Revised Total Coliform Rule
- (i) Beginning April 1, 2016, the supplier must maintain all of the following information for at least five years after completion of the assessment or corrective action:
 - (A) Completed assessment forms, regardless of who conducts the assessment.
 - (B) Documentation of corrective actions completed as a result of those assessments.
 - (C) Available summary documentation of the sanitary defects and corrective actions as specified in 11.16(10).
 - (ii) Beginning April 1, 2016, if the supplier collects special purpose samples, the supplier must keep *E. coli*-positive sample results that are representative of water throughout the distribution system and a summary of any related follow-up activities on file for Department review for at least five years.
- (e) Recordkeeping Requirements for the Disinfection Byproducts Rule
- (i) If the supplier was required to complete an IDSE report, the supplier must maintain a complete copy of the IDSE report for at least 10 years after the date that the report was submitted.

- (A) If the Department modified the supplier's sampling requirements that were in the system's IDSE report or if the Department approved alternative sampling locations, the supplier must keep a copy of the Department's notification on file for 10 years after the date of the Department's notification.
 - (B) The supplier must make the IDSE report and any Department notification available for review by the Department or the public.
- (ii) If the supplier submitted a 40/30 certification, the supplier must maintain a complete copy of the 40/30 certification for at least 10 years after the date that the certification was submitted.
- (A) "40/30 CERTIFICATION" means a historical requirement where the supplier certified to the Department that every individual sample result collected during eight consecutive quarters was less than or equal to (\leq) 0.040 mg/L for TTHM and less than or equal to (\leq) 0.030 mg/L for HAA5 and no TTHM or HAA5 violations occurred during that time.
 - (B) The supplier must make the 40/30 certification and any Department notification available for review by the Department or the public.

(f) Recordkeeping Requirements for the Lead and Copper Rule

The supplier must maintain the original records of all sample results and analyses, reports, surveys, letters, evaluations, schedules, Department determinations, and any other information required by 11.26 for at least 12 years.

(g) Recordkeeping Requirements for the Storage Tank Rule

For each completed inspection, the supplier must maintain the inspection summary required by 11.28(3)(f) for at least ten years.

(h) Recordkeeping Requirements for the Public Notification Rule

The supplier must maintain copies of each public notice and certification made to the Department under 11.33 for at least three years after issuance.

(i) Recordkeeping Requirements for the Consumer Confidence Report (CCR) Rule

The supplier must retain copies of each CCR required by 11.34 for at least three years after issuance.

(j) Recordkeeping Requirements for the Cross-Connection Control Rule

The supplier must maintain all control device maintenance records under 11.37 for at least three years.

(k) Recordkeeping Requirements for the Sanitary Survey Rule

- (i) The supplier must maintain all of the following information regarding sanitary surveys conducted under 11.38 for at least 10 years:
 - (A) Copies of any written reports, summaries or communications relating to sanitary surveys of the system conducted by the system itself, a private consultant, or a local, state or federal agency.

- (B) Documentation of corrective actions required in response to significant deficiencies and/or violations identified on a sanitary survey under 11.38(3).
- (l) Recordkeeping Requirements for the Backflow Prevention and Cross-Connection Control Rule
 - (i) The supplier must maintain all backflow prevention assembly and backflow prevention method testing, inspection, and maintenance records:
 - (A) For community water systems, for at least three years.
 - (B) For non-community water systems, for at least five years.
 - (ii) The supplier must maintain each annual backflow prevention and cross-connection control program report developed:
 - (A) For community water systems, for at least three years.
 - (B) For non-community water systems, for at least five years.
- (m) Recordkeeping Requirements for the Water Hauler Rule
 - (i) The supplier must maintain all of the following information for at least five years for each tank or container:
 - (A) The date, time, and location of each water loading station used.
 - (B) The date, time, and location of each water delivery.
 - (C) The date, time, and result of each residual disinfectant concentration sample collected under 11.41(2)(b).
 - (D) The date, time, type and quantity of any chemical added to the tank or container containing water intended for delivery.
 - (E) A maintenance record for all hose materials, hose containers, pumps, fittings and tank and/or container including the date, time and method of cleaning and/or disinfection.
- (n) Recordkeeping Requirements for the Variances and Exemptions Rule

The supplier must maintain records concerning a variance or exemption granted under 11.43 for at least five years after the expiration of the variance or exemption.

11.37 CROSS-CONNECTION CONTROL RULE

← OLD rule/regulations

11.37(1) Applicability and Definitions

- (a) For all public water systems, the supplier must comply with the requirements specified in this rule until December 31, 2015.
- (b) "CERTIFIED CROSS-CONNECTION CONTROL TECHNICIAN" means a person who has responsibility for the testing, operation and maintenance of cross-connection control devices and is certified as specified in 11.37(4).

- (c) "CONTROL DEVICE" means any Department-approved cross connection control device or method installed on service connections to a premises or auxiliary system consistent with the degree of hazard posed by the uncontrolled cross-connection.
- (d) "SERVICE CROSS CONNECTION" means a type of cross-connection which could allow any used water, industrial fluid, gas, or water of a quality below the drinking water standards of these regulations to flow from a consumer's water system into a public water system's distribution system."
- (e) "UNCONTROLLED" means not having an accepted cross-connection control device properly installed and maintained. The control device must continuously provide cross-connection protection consistent with the degree of hazard posed by the cross-connection.

11.37(2) Control of Cross Connections

- (a) The supplier must not permit any uncontrolled cross connections.
- (b) If any uncontrolled cross connections are discovered, the supplier must:
 - (i) Notify the Department no later than ten calendar days after the time of discovery.
 - (ii) Properly install and maintain a control device or remove the uncontrolled cross connection no later than ten days after being ordered by the Department in writing to correct the problem.

11.37(3) Control of Service Cross Connections

- (a) The supplier must identify any uncontrolled service cross connections.
- (b) If any uncontrolled service cross connections are identified, in addition to the requirements of 11.37(2)(b), the supplier must:
 - (i) Require the proper installation and maintenance of control devices at that connection.
 - (ii) Approve the proper installation of control devices upon installation.
 - (iii) Ensure that all installed control devices are tested and maintained as necessary by a Certified Cross-Connection Control Technician upon installation and then at least annually.

11.37(4) Cross-Connection Control Technician Certification

- (a) A Certified Cross-Connection Control Technician must possess a valid certification from one of the following approved organizations: American Society of Sanitary Engineering (ASSE) or the American Backflow Prevention Association (ABPA).
 - (i) The process for certification must include successful completion of an examination administered by one of the approved organizations.
 - (ii) If a certification is not renewed on or before their expiration date, the certification is invalid.

- (b) At least every two years, the Department will conduct an evaluation of each approved organization's certification process and submit the results of the evaluation to the Water Quality Control Commission.
 - (i) If the Department determines that an organization's certification process is inadequate to protect public water systems, it may request that the Water Quality Control Commission revoke the approval of the organization's certification.

11.37(5) Violations for Cross Connection Control

- (a) If the supplier permits or creates an uncontrolled cross connection and therefore fails to comply with the requirements specified in 11.37(2)(a), a treatment technique violation occurs.
- (b) If the supplier discovers an uncontrolled cross connection and fails to comply with the requirements specified in 11.37(2)(b), a treatment technique violation occurs.
- (c) If the supplier fails to identify uncontrolled service cross connections or comply with the requirements specified in 11.37(3)(b), a monitoring and reporting violation occurs.

11.37(6) Response to Violations for Cross Connection Control

Violations will be subject to the provisions and penalties prescribed by sections 25-1-114 and 25-1-114.1, Colorado Revised Statutes, and to such other actions as provided by law.

11.38 SANITARY SURVEY RULE

11.38(1) Applicability and Definitions

- (a) For all public water systems, the supplier must comply with the requirements specified in this rule.
- (b) "SANITARY SURVEY" means an onsite review of a system's adequacy in producing and distributing safe drinking water. The review will include, but is not limited to, all of the following eight components and the related operation and maintenance practices of each:
 - (i) Source.
 - (ii) Treatment.
 - (iii) Distribution system.
 - (iv) Finished water storage.
 - (v) Pumps, pump facilities, and controls.
 - (vi) Monitoring, reporting, and data verification.
 - (vii) System management and operation.
 - (viii) Supplier compliance with all requirements of the *Colorado Primary Drinking Water Regulations*, Regulation 100, *Water and Wastewater Facility Operators Certification Requirements*, and any other Department-mandated requirements.

11.38(2) Sanitary Survey Requirements

11.38(3) Treatment Technique Requirements for Corrective Action for Significant Deficiencies or Violations Identified During a Sanitary Survey

- (a) Sanitary surveys must be performed by the Department or by a Department-approved third party.
- (b) The supplier must ensure that sanitary surveys are performed at the following frequencies:
 - (i) For non-community water systems, at least every five years.
 - (ii) For community water systems, at least every three years.
 - (A) The Department may reduce the frequency of sanitary surveys to no less frequently than every five years if the supplier meets all of the following:
 - (I) Provides 4-log treatment of viruses for all sources.
 - (II) Has an outstanding performance record, as determined by the Department and documented in previous sanitary surveys.
 - (III) Has had no total coliform MCL violations or total coliform monitoring violations since the last sanitary survey.
- (c) At the Department's request, the supplier must provide the Department with any information that will enable the Department or Department-approved third party to conduct a sanitary survey.

11.38(3) Treatment Technique Requirements for Corrective Action for Significant Deficiencies or Violations Identified During a Sanitary Survey

- (a) If a significant deficiency or violation is identified during a sanitary survey, the supplier must implement corrective action as specified in this section, 11.38(3).
 - (i) For groundwater systems with significant deficiencies, the supplier must implement one or more of the following corrective actions:
 - (A) Correct all significant deficiencies.
 - (B) Provide an alternative source of water.
 - (C) Eliminate the source of contamination.
 - (D) Provide treatment that reliably achieves at least 4-log treatment of viruses at the Department-approved location for the groundwater source.
 - (ii) For groundwater systems with significant deficiencies, the Department may specify which corrective action specified in 11.38(3)(a)(i)(A-D) that the supplier must implement.
 - (iii) The supplier must implement corrective action as approved by the Department for:
 - (A) Surface water systems with significant deficiencies; and
 - (B) All systems with violations.
- (b) The Department may specify interim measures, at any time, pending completion of corrective action to protect public health.

- (c) No later than 30 days after receiving written notice of significant deficiencies and/or violations, the supplier must consult with the Department regarding the appropriate corrective action and schedule, unless the Department specifies which corrective action the supplier must implement.
- (d) No later than 45 days after receiving written notice of significant deficiencies and/or violations, the supplier must submit a written corrective action plan to the Department for approval.
 - (i) The corrective action plan must include the actions the supplier will take to address the significant deficiencies and/or violations and a proposed schedule for completing the actions.
- (e) Any changes the supplier makes to a Department-approved corrective action plan and schedule must be approved by the Department.
- (f) No later than 120 days, or earlier if required by the Department, after receiving written notice of significant deficiencies and/or violations the supplier must either:
 - (i) Have completed the Department-approved corrective action plan including any Department-specified interim measures; or
 - (ii) Be in compliance with the Department-approved corrective action plan and schedule including any Department-specified interim measures.
- (g) No later than 30 days after completing any corrective action under 11.38(3), the supplier must notify the Department of the completed corrective action.

11.38(4) Treatment Technique Violation and Response for Corrective Action

- (a) If the supplier fails to comply with the requirements specified in 11.38(3), a corrective action treatment technique violation occurs.
- (b) In the event of a corrective action treatment technique violation, the supplier must:
 - (i) Notify the Department no later than 48 hours after the violation occurs.
 - (ii) Distribute Tier 2 public notice as specified in 11.33.

11.38(5) Special Public Notice Requirements

- (a) For non-community groundwater systems, if the supplier fails to complete corrective action for significant deficiencies, under 11.38(3), within one year of receiving written notice of significant deficiency, or earlier if required by the Department, the supplier must distribute special public notice to inform consumers of the uncorrected significant deficiency.
 - (i) The special public notice must include all of the following:
 - (A) The nature of the significant deficiency and the date the significant deficiency was identified by the Department.
 - (B) The Department-approved plan and schedule for corrective action, including interim measures, progress to date, and any interim measures completed.

- (C) For systems supplying a large proportion of non-English speaking consumers, as determined by the Department, the supplier must include one or more of the following:
 - (I) Information in the appropriate language(s) regarding the importance of the special public notice.
 - (II) A telephone number or address where the consumer may contact the supplier to obtain a translated copy of the special public notice or request assistance in the appropriate language.
- (ii) The supplier must redistribute the special public notice annually until the significant deficiency is corrected.
- (b) For non-community water systems with significant deficiencies that have been corrected, if required by the Department, the supplier must distribute special public notice to inform consumers of the significant deficiencies, how the deficiencies were corrected, and the dates of correction.

NEW Regulation

11.39 BACKFLOW PREVENTION AND CROSS-CONNECTION CONTROL RULE

11.39(1) Applicability and Definitions

- (a) For all public water systems, the supplier must comply with the requirements specified in this rule beginning January 1, 2016.
- (b) "ACTIVE DATE" means the first day that a backflow prevention assembly or backflow prevention method is used to control a cross connection in each calendar year.
- (c) "BACKFLOW" means the reverse flow of water, fluid, or gas caused by back pressure or back siphonage.
- (d) "BACKFLOW PREVENTION ASSEMBLY" means any mechanical assembly installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the mechanical assembly is appropriate for the identified contaminant at the cross connection and is an in-line field-testable assembly.
- (e) "BACKFLOW PREVENTION ASSEMBLY ANNUAL TESTING COMPLIANCE RATIO" means the number of backflow prevention assemblies tested during the calendar year divided by the number of backflow prevention assemblies installed at a cross connection that were used during the calendar year.
- (f) "BACKFLOW PREVENTION METHOD" means any method and/or non-testable device installed at a water service line or at a plumbing fixture to prevent a backflow contamination event, provided that the method or non-testable device is appropriate for the identified contaminant at the cross connection.
- (g) "BACKFLOW PREVENTION METHOD ANNUAL INSPECTION COMPLIANCE RATIO" means the number of backflow prevention methods inspected during the calendar year divided by the number of backflow prevention methods installed at a cross connection that were used during the calendar year.

11.39(2) Backflow Prevention and Cross-Connection Control Program Requirements

- (h) "CERTIFIED CROSS-CONNECTION CONTROL TECHNICIAN" means a person who possesses a valid Backflow Prevention Assembly Tester certification from one of the following approved organizations: American Society of Sanitary Engineering (ASSE) or the American Backflow Prevention Association (ABPA). If a certification has expired, the certification is invalid.
- (i) "CONTROLLED" means having a properly installed, maintained, and tested or inspected backflow prevention assembly or backflow prevention method that prevents backflow through a cross connection.
- (j) "SURVEY COMPLIANCE RATIO" means the total number of connections surveyed, including the number of all non-single-family-residential connections to the public water system with the most protective backflow prevention assembly or method that was not surveyed as specified in 11.39(3)(c), divided by the total number of non-single-family-residential connections to the public water system and connections within the supplier's waterworks.
 - (i) The supplier is not required to include any non-single-family-residential connections identified after October 31 of the calendar year in the total number of non-single-family-residential connections to the public water system until the following calendar year.
- (k) "UNCONTROLLED" means not having a properly installed and maintained and tested or inspected backflow prevention assembly or backflow prevention method, or the backflow prevention assembly or backflow prevention method does not prevent backflow through a cross connection.

11.39(2) Backflow Prevention and Cross-Connection Control Program Requirements

- (a) The supplier must develop a written backflow prevention and cross-connection control program. The written backflow prevention and cross-connection control program must include all of the following:
 - (i) The supplier's process for conducting surveys.
 - (ii) The supplier's legal authority to perform a survey of a customer's property to determine whether a cross connection is present unless the supplier controls all non-single-family-residential connections to the public water system with the most protective backflow prevention assembly or backflow prevention method.
 - (iii) The process the supplier will use to select a backflow prevention assembly or backflow prevention method to control a cross connection.
 - (iv) The supplier's legal authority to install, maintain, test, and inspect backflow prevention assemblies and/or backflow prevention methods and/or require customers to install, maintain, test, and inspect backflow prevention assemblies and/or backflow prevention methods.
 - (v) The process the supplier will use to track the installation, maintenance, testing, and inspection of all backflow prevention assemblies and backflow prevention methods used to control cross connections.
 - (vi) The process the supplier will use to ensure backflow prevention assemblies are tested by a Certified Cross-Connection Control Technician.

11.39(3) Treatment Technique Requirements for the Control of Cross Connections

- (b) The Department may review and revise the written backflow prevention and cross-connection control program.

11.39(3) Treatment Technique Requirements for the Control of Cross Connections

- (a) If the supplier learns of a suspected or confirmed backflow contamination event, the supplier must notify and consult with the Department on any appropriate corrective measures no later than 24 hours after learning of the backflow contamination event.
- (b) The supplier is prohibited from installing or permitting any uncontrolled cross connection to the distribution system or within the supplier's waterworks.
- (c) The supplier must survey all non-single-family-residential connections to the public water system to determine if the connection is a cross connection unless the supplier controls that connection with the most protective backflow prevention assembly or backflow prevention method. The supplier must survey all connections within the supplier's waterworks to determine if the connection is a cross connection.
 - (i) If the supplier identifies a cross connection during a survey, the supplier must determine the type of backflow prevention assembly or backflow prevention method to control the cross connection.
 - (ii) If the supplier becomes aware of a single-family-residential connection to the public water system that is a cross connection, the supplier must determine the type of backflow prevention assembly or backflow prevention method to control the cross connection.
 - (iii) The supplier must achieve the survey compliance ratios as specified in Table 11.39-I.

TABLE 11.39-I Survey Compliance Ratio	
<u>Compliance Date</u>	<u>Compliance Ratio</u>
By December 31, 2016	Greater than 0.60
By December 31, 2017	Greater than 0.70
By December 31, 2018	Greater than 0.80
By December 31, 2019	Greater than 0.90
By December 31, 2020 and each year after	1.0

- (iv) The supplier may apply to the Department for alternative survey compliance ratios for the compliance dates from December 31, 2016 through December 31, 2019 specified in Table 11.39-I.
 - (A) In the application, the supplier must include all of the following information:
 - (I) An explanation of why the supplier is unable to comply with the survey compliance ratios specified in Table 11.39-I.
 - (II) The proposed alternative survey compliance ratios for the compliance dates from December 31, 2016 through December 31, 2019 specified in Table 11.39-I.

11.39(3) Treatment Technique Requirements for the Control of Cross Connections

- (a) The proposed alternative survey compliance ratios must meet the survey compliance ratio of 1.0 by December 31, 2020.
 - (III) A discussion of the supplier's strategy to achieve the proposed alternative survey compliance ratios and the survey compliance ratio of 1.0 by December 31, 2020.
 - (B) The Department will only grant alternative compliance ratios for the compliance dates from December 31, 2016 through December 31, 2019.
 - (C) If the supplier receives written Department-approval for alternative survey compliance ratios, the supplier must comply with any Department-specified requirements in the approval.
- (d) If the supplier discovers an uncontrolled cross connection and a suspected or confirmed backflow contamination event has not occurred, the supplier must:
- (i) No later than 120 days after its discovery, install and maintain or require the customer to install and maintain a backflow prevention assembly or backflow prevention method at the uncontrolled cross connection, suspend service to the customer, or remove the cross connection.
 - (A) If the supplier is unable to meet the 120-day deadline, the supplier must consult with the Department and the Department may approve an alternative schedule.
 - (B) The supplier can either control cross connections discovered within a customer's water system by containment or containment by isolation.
 - (I) "CONTAINMENT" means the installation of a backflow prevention assembly or a backflow prevention method at any connection to the public water system that supplies an auxiliary water system, location, facility, or area such that backflow from a cross connection into the public water system is prevented.
 - (II) "CONTAINMENT BY ISOLATION" means the installation of backflow prevention assemblies or backflow prevention methods at all cross connections identified within a customer's water system such that backflow from a cross connection into the public water system is prevented.
 - (C) The supplier must ensure that all installed backflow prevention assemblies used to control cross connections are tested by a Certified Cross-Connection Control Technician upon installation.
 - (D) The supplier must ensure that all installed backflow prevention methods used to control cross connections are inspected by the supplier or a Certified Cross-Connection Control Technician upon installation.
- (e) The supplier must ensure that backflow prevention assemblies used to control cross connections are tested annually by a Certified Cross-Connection Control Technician and maintained. The supplier must achieve the backflow prevention assembly annual testing compliance ratios as specified in Table 11.39-II.

11.39(4) Backflow Prevention and Cross-Connection Control Program Annual Written Report

TABLE 11.39-II Backflow Prevention Assembly Annual Testing Compliance Ratio	
<u>Compliance Date</u>	<u>Annual Compliance Ratio</u>
By December 31, 2016	Greater than 0.50
By December 31, 2017	Greater than 0.60
By December 31, 2018	Greater than 0.70
By December 31, 2019	Greater than 0.80
By December 31, 2020 and each year after	Greater than 0.90

- (i) No later than 60 days after the supplier is notified of a failed test, the supplier must ensure that the backflow prevention assembly that produced the failed test is repaired or replaced and tested, service is suspended to the customer, or the cross connection is removed.
 - (A) If the supplier is unable to meet the 60-day deadline, the supplier must consult with the Department and the Department may approve an alternative schedule.
- (ii) Beginning January 1, 2021, for each backflow prevention assembly not tested during the previous calendar year, the supplier must ensure the backflow prevention assembly is tested no later than 90 days after the active date of the backflow prevention assembly in the following calendar year.
 - (A) If the supplier is unable to meet the 90-day deadline, the supplier must consult with the Department and the Department may approve an alternative schedule.
- (f) The supplier must ensure that backflow prevention methods used to control cross connections are inspected annually by the supplier or a Certified Cross-Connection Control Technician and maintained. The supplier must achieve a backflow prevention method annual inspection compliance ratio of greater than (>) 0.90.
 - (i) No later than 60 days after the supplier is notified of an inadequate backflow prevention method, the supplier must ensure that the inadequate backflow prevention method is repaired or replaced, service is suspended to the customer, or the cross connection is removed.
 - (A) If the supplier is unable to meet the 60-day deadline, the supplier must consult with the Department and the Department may approve an alternative schedule.
 - (ii) Beginning January 1, 2017, for each backflow prevention method not inspected during the previous calendar year, the supplier must ensure the backflow prevention method is inspected no later than 90 days after the active date of the backflow prevention method in the following calendar year.
 - (A) If the supplier is unable to meet the 90-day deadline, the supplier must consult with the Department and the Department may approve an alternative schedule.
- (g) The supplier must control or remove any uncontrolled cross connection or ensure that any cross connection is controlled no later than 10 days after being ordered in writing by the Department.

11.39(4) Backflow Prevention and Cross-Connection Control Program Annual Written Report

- (a) Beginning in 2017, the supplier must develop a written backflow prevention and cross-connection control program report for the previous calendar year that includes all of the following information:
 - (i) Total number of non-single-family-residential connections to the public water system and connections within the supplier's waterworks.
 - (A) The supplier is not required to include any non-single-family-residential connections identified after October 31 of the calendar year in the total number of non-single-family-residential connections to the public water system until the following calendar year.
 - (ii) Total number of connections surveyed to determine if cross connections are present.
 - (iii) Survey compliance ratio.
 - (iv) Total number of identified cross connections.
 - (v) Number of uncontrolled cross connections identified during the calendar year.
 - (A) Number of identified uncontrolled cross connections that were controlled within 120 days of discovery.
 - (B) Number of identified uncontrolled cross connections that were not controlled within 120 days of discovery.
 - (vi) Number of backflow prevention assemblies installed at cross connections that were used during the calendar year.
 - (vii) Number of backflow prevention methods installed at cross connections that were used during the calendar year.
 - (viii) Number of connections where service was suspended as specified in 11.39(3) during the calendar year.
 - (ix) Number of backflow prevention assemblies used to control cross connections that were tested by a Certified Cross Connection Control Technician during the calendar year.
 - (x) Backflow prevention assembly annual testing compliance ratio.
 - (xi) Beginning January 1, 2021, the number and location of backflow prevention assemblies not tested during the calendar year covered by the report.
 - (xii) Number of backflow prevention methods used to control cross connections that were inspected during the calendar year.
 - (xiii) Backflow prevention method annual inspection compliance ratio.
 - (xiv) Beginning January 1, 2017, the number and location of backflow prevention methods not inspected during the calendar year covered by the report.

11.39(5) Compliance Determinations for Backflow Prevention and Cross-Connection Control

- (b) For each calendar year, the supplier must complete the annual backflow prevention and cross-connection control program report no later than May 1 of the following calendar year.

11.39(5) Compliance Determinations for Backflow Prevention and Cross-Connection Control

- (a) Compliance with the survey treatment technique requirement is based on the survey compliance ratio.
 - (i) The supplier is not required to include any non-single-family-residential connections identified after October 31 of the calendar year in the total number of non-single-family-residential connections to the public water system until the following calendar year.
- (b) Compliance with the backflow prevention assembly testing treatment technique requirement is based on the backflow prevention assembly annual testing compliance ratio.
- (c) Compliance with the backflow prevention method inspection treatment technique requirement is based on the backflow prevention method annual inspection compliance ratio.

11.39(6) Violations for Backflow Prevention and Cross-Connection Control

- (a) The following constitute backflow prevention and cross-connection control treatment technique violations:
 - (i) The supplier fails to notify the Department of any suspected or confirmed backflow contamination event as specified in 11.39(3)(a).
 - (ii) The supplier installs or permits an uncontrolled cross connection.
 - (iii) The supplier fails to achieve the survey compliance ratio specified in 11.39(3)(c) or the Department-approved alternative survey compliance ratios.
 - (iv) The supplier discovers an uncontrolled cross connection and fails to comply with the requirements specified in 11.39(3)(d).
 - (v) The supplier fails to achieve the annual backflow prevention assembly testing compliance ratio specified in 11.39(3)(e).
 - (vi) The supplier fails to comply with the backflow prevention assembly failed test requirements specified in 11.39(3)(e)(i).
 - (vii) The supplier fails to comply with the backflow prevention assembly testing requirements specified in 11.39(3)(e)(ii).
 - (viii) The supplier fails to achieve the backflow prevention method inspection compliance ratio specified in 11.39(3)(f).
 - (ix) The supplier fails to comply with the backflow prevention method inadequate method requirements specified in 11.39(3)(f)(i).
 - (x) The supplier fails to comply with the backflow prevention method inspection requirements specified in 11.39(3)(f)(ii).

11.39(7) Response to Violations for Backflow Prevention and Cross-Connection Control

- (xi) The supplier fails to comply with a written order from the Department specified in 11.39(3)(g).
- (b) The following constitute backflow prevention and cross-connection control violations:
 - (i) The supplier fails to develop or implement a written backflow prevention and cross-connection control program as specified in 11.39(2).
 - (ii) The supplier fails to complete an annual backflow prevention and cross-connection control program report as specified in 11.39(4).

11.39(7) Response to Violations for Backflow Prevention and Cross-Connection Control

- (a) In the event of a backflow prevention and cross-connection control treatment technique violation, the supplier must:
 - (i) Notify the Department no later than 48 hours after the violation occurs.
 - (ii) Distribute Tier 2 public notice as specified in 11.33.
- (b) In the event of a backflow prevention and cross-connection control violation, the supplier must:
 - (i) Notify the Department no later than 48 hours after the violation occurs.
 - (ii) Distribute Tier 3 public notice as specified in 11.33.

11.40 RESERVED

11.41 WATER HAULER RULE

11.41(1) Applicability and Definitions

- (a) For a public water system that hauls water, the water hauler must comply with the requirements specified in this rule in addition to other applicable requirements of the *Colorado Primary Drinking Water Regulations*.
- (b) The water hauler is a supplier and means any person that owns or operates a public water system that hauls water.

11.41(2) Treatment Technique and Monitoring Requirements for Public Water Systems That Haul Water

- (a) The water hauler must operate in accordance with a Department-approved operational plan.
 - (i) The water hauler must either submit an operational plan for Department approval or use the pre-approved operational plan in the Department's *Operational Handbook for a Colorado Public Water System That Hauls Water*.
- (b) In addition to the applicable residual disinfectant concentration monitoring requirements specified in 11.8, 11.11 and 11.23, on each day a tank or container is used to deliver water, the water hauler must monitor the residual disinfectant concentration of the water dispensed from each tank or container at least once.

11.41(3) Treatment Technique Violation and Response for the Water Hauler Rule

- (i) If the water hauler uses more than one water loading station per day, the water hauler must also monitor the residual disinfectant concentration of the water dispensed from the tank or container at least once for each water loading station used.

11.41(3) Treatment Technique Violation and Response for the Water Hauler Rule

- (a) If the water hauler fails to operate in accordance with a Department-approved operational plan, a treatment technique violation occurs.
- (b) In the event of a treatment technique violation, the water hauler must:
 - (i) Notify the Department no later than 48 hours after the violation occurs.
 - (ii) Distribute Tier 2 public notice as specified in 11.33.

11.42 WHOLESALE, CONSECUTIVE, AND INTEGRATED SYSTEMS RULE

11.42(1) Definitions

“INTEGRATED SYSTEM” means a system that consists of a wholesale system and one or more consecutive system(s) with distribution systems that are physically connected, where the wholesaler has assumed responsibility for compliance with one or more of the regulatory requirements applicable to the supplier responsible for the consecutive system.

11.42(2) Wholesale Systems

For wholesale systems, the wholesaler is responsible for complying with all of the applicable requirements of the *Colorado Primary Drinking Water Regulations* up to the point where treated drinking water from the wholesale system enters a consecutive system.

- (a) The wholesaler may, as specified in 11.42(4), accept responsibility for compliance with regulatory requirements that would otherwise apply to a consecutive system.

11.42(3) Consecutive Systems

(a) Monitoring and Reporting Requirements

- (i) For consecutive systems, the supplier responsible for the consecutive system must comply with all applicable monitoring and reporting requirements of the *Colorado Primary Drinking Water Regulations*.
 - (A) If the consecutive system is a part of an integrated system, as specified in 11.42(4), the supplier responsible for the consecutive system is not required to comply with the monitoring and reporting requirements for which the wholesaler has assumed responsibility.

(b) Applicable MCLs and Other Requirements

- (i) For consecutive systems, unless exempted from the monitoring requirements specified in 11.42(3)(a), the supplier responsible for the consecutive system must comply with all applicable MCLs and other requirements of the *Colorado Primary Drinking Water Regulations*.

- (A) If the consecutive system is a part of an integrated system, as specified in 11.42(4), the supplier responsible for the consecutive system is not required to comply with the MCLs and other applicable requirements for which the wholesaler has assumed responsibility.
- (ii) For consecutive systems, the supplier responsible for the consecutive system must, while not a requirement of these regulations, comply with the applicable requirements of Regulation 100, the *Water and Wastewater Facility Operators Certification Requirements*.
 - (A) If the consecutive system is a part of an integrated system, as specified in 11.42(4), the supplier responsible for the consecutive system is not required to comply with the requirements of Regulation 100 because the wholesaler assumes the responsibility. If the wholesaler assumes the responsibility for the requirements of Regulation 100, the wholesaler has therefore become the operator in responsible charge for the distribution system of the consecutive system.

11.42(4) Integrated Systems

- (a) A wholesale system and one or more consecutive systems with distribution systems that are physically connected may choose to operate in a manner where the wholesaler assumes responsibility for compliance with one or more regulatory requirements applicable to the supplier responsible for the consecutive system, if the requirements of this section, 11.42(4), are met.
- (b) Eligibility for Becoming an Integrated System
 - (i) Consecutive systems that receive finished water, through purchase or other means, from a wholesale system and that distribute only that water through a distribution system that the consecutive system owns are eligible for integrated system status with the wholesale system.
 - (ii) A consecutive system is not eligible for integrated system status if:
 - (A) The supplier responsible for the consecutive system provides any treatment other than disinfection; or
 - (B) The supplier responsible for the consecutive system is required to comply with additional or more stringent monitoring requirements or MCLs than the wholesaler.
 - (iii) An integrated system may be established by the wholesaler in cooperation with the supplier(s) responsible for the participating consecutive system(s) with Department approval.
 - (A) The wholesaler must establish requirements for the supplier(s) responsible for the participating consecutive system(s) in a contract, memorandum of agreement, or other enforceable mechanism.
 - (B) The decision to accept a consecutive system in the integrated system is at the discretion of the wholesaler with Department approval, except where required under Colorado law, and cannot be appealed.
- (c) Application Requirements for Integrated System Approval

- (i) To establish an integrated system, the suppliers must submit a joint application for Department approval that includes all of the following information:
 - (A) For the wholesale system and each consecutive system that intends to participate:
 - (I) The contact person, mailing address, and phone number.
 - (II) The number of people supplied by the system.
 - (B) Each regulatory requirement for which the integrated system is being created.
 - (C) Whether the consecutive system(s) provides disinfection.
 - (D) A map showing the distribution systems of the wholesale system and each consecutive system including the following elements: meters, lines 16 inches in diameter or larger, pump stations, storage tanks, and finished water reservoirs.
 - (E) A sampling plan for each regulatory requirement that the integrated system is assuming responsibility for.
 - (I) The sampling plan must meet all requirements specified in 11.5 and identify the responsibilities of each party.
 - (F) A copy of the agreement between the wholesaler and the supplier(s) responsible for the consecutive system(s) that includes the common set of operation and maintenance standards that the wholesaler has established for each regulatory requirement covered by the integrated system.
 - (G) A statement that clearly assigns legal responsibility for compliance with each regulatory requirement to the supplier of one of the participating systems in the integrated system.
- (d) Integrated System Approval and Modification
 - (i) If an application submitted to the Department is incomplete, the Department shall advise the supplier(s) of items needed to complete the application no later than 90 days after receiving the application.
 - (ii) No later than 150 days after receiving a complete application, the Department shall approve or deny the application for an integrated system and provide a rationale for the action taken.
 - (A) If the Department denies the request for a new or modified integrated system, the supplier(s) may contest the denial by requesting a hearing.
 - (I) Requests for a hearing must:
 - (a) Be filed in writing with the Department no later than 30 days after service of the statement of denial.
 - (b) State the grounds on which the denial is being contested.

RIFLE CITY COUNCIL MEETING

Wednesday, November 4, 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 Barbara Clifton, Joe Elliott, Ed Green, Theresa Hamilton, Annick Pruett, Dana Wood, and Mayor Randy Winkler.

OTHERS PRESENT: City Manager Matt Sturgeon; City Clerk Kristy Christensen; City Attorney Jim Neu; Assistant City Manager Kimberly Bullen; Rifle Community Television (RCTV) Manager Michael Churchill; Police Chief John Dyer; Planning Director Nathan Lindquist; Finance Director Marcia Arnhold; Utility Director Jim Miller; Court Administrator Kathy Pototsky; Public Works Superintendent Bobby O’Dell; Administrative Sergeant Vaughn Miles; and Code Enforcement Officer Sara Flores

CONSENT AGENDA - APPROVE THE FOLLOWING ITEMS:

- A. Minutes from the October 21, 2015 regular meeting
- B. Liquor License Renewal for Jon’s Liquors
- C. Accounts Payable

Councilor Elliott moved to approve Consent Agenda Items A, B, and C seconded by Councilor Wood.
Roll Call: Yes – Clifton, Elliott, Green, Hamilton, Pruett, Wood, and Winkler.

CITIZEN COMMENTS

No citizen comments

CONSIDER AMENDING RIFLE MUNICIPAL CODE REGARDING THE ACCUMULATION OF SNOW OR ICE UPON SIDEWALKS - ORDINANCE NO. 24, SERIES OF 2015 - 1ST READING

Court Administrator Kathy Pototsky explained that proposed Ordinance No. 24, Series of 2015, is to simplify redundant and conflicting requirements in Sections 11-1-30 and 11-1-40 regarding the clearing of snow and ice from sidewalks. Staff recommends approving the Ordinance which repeals Section 11-1-30 and amends Section 11-1-40.

Councilor Green moved to approve Ordinance No. 24, Series of 2015, on first reading as presented, and order the ordinance to be published as required by Charter; seconded by Councilor Clifton.

Roll Call: Yes – Clifton, Elliott, Green, Hamilton, Pruett, Wood, Winkler.

CONSIDER AGREEMENT WITH KUMAR AND ASSOCIATION FOR GEOTECHNICAL SERVICES

Utility Director Jim Miller explained the agreement with Kuamr and Associated for geotechnical services is to complete the design of the drying bed project and to resume with the planning and design necessary to close the South Backwash Waste Impoundment.

Councilor Clifton moved to approve Agreement with Kumar and Association for Geotechnical Services in an amount not to exceed \$50,590; seconded by Councilor Hamilton.

Roll Call: Yes – Clifton, Elliott, Green, Hamilton, Pruett, Wood, Winkler.

CONSIDER AMENDMENT TO AUTHORIZATION LIMITS WITH ARCADIS FOR ENGINEERING SERVICES

Utility Director Jim Miller explained Arcadis has been performing engineering design and engineering services during construction on the Rifle Regional Water Purification Facility (RRWPF). The amendment to authorization limits with Arcadis for engineering services is to authorize funds necessary for Task Order #3 and Task Order # 4. Task Order # 3 is for \$60,000 to continue with engineering services during construction. Task Order #4 is for \$100,000 to start work associated with IT/SCADA.

Councilor Clifton moved to approve Amendment to Authorization Limits with Arcadis for Engineering Services for Task Order #3 in an amount not to exceed \$60,000 and Task Order #4 in an amount not to exceed \$100,000; seconded by Councilor Green

Roll Call: Yes – Clifton, Elliott, Green, Hamilton, Pruett, Wood, Winkler.

PUBLIC HEARING – CONSIDER 2016 PROPOSED BUDGET

Mayor Winkler opened the public hearing. City Manager Matt Sturgeon provided an overview of the proposed 2016 budget. This is the first of two budget hearings. The second budget hearing will be held at the November 18, 2015 City Council meeting.

ADMINISTRATIVE REPORTS

City Manager Matt Sturgeon recognized Alan Lambert and Parks Department who trimmed the landscaping at the round –a –bouts and improved the visibility.

Jim Neu noted he liked the new format of the budget with the budget being tied to the Strategic Plan.

Marcia Arnhold recognized creating the budget is one of the biggest policy decisions Council makes because it outlines how to operate the City and the direction they would like the City to go for the year. She appreciates Council for their support

Jim Miller reported the backup generator was received this week.

COMMENTS FROM MAYOR AND COUNCIL

Councilor Hamilton thanked staff for their hard work on the 2016 budget. She encouraged the public to the Adams family musical which will be performed at the Rifle High School starting November 5th.

Councilor Clifton inquired if staff had followed up with Pioneer Mesa homeowners association. She announced the Animal Shelter Holiday Arts and the Senior Center Holiday Craft Show is November 7th

Councilor Elliott expressed he would like future budgets to coordinate with the Strategic plan.

Councilor Pruett congratulated staff on their great work on the budget and incorporating the citizen survey and the strategic plan into the budget. She also reminded citizens Rifle Recreation provides a Sunlight Ski bus to students.

Councilor Wood thanked staff for their efforts with the budget. She also thanked volunteers who helped with the clean up on Morrow Drive Trail.

Mayor Randy Winkler welcomed attendees of the Associated Government of Northwest Colorado Economic Development Summit being held at the Ute Events Center.

Meeting adjourned at 8:26 p.m.

Kristy Christensen
City Clerk

Randy Winkler
Mayor

CITY OF RIFLE, COLORADO
ORDINANCE NO. 24
SERIES OF 2015

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING SECTION 11-1-40 AND REPEALING SECTION 11-1-30 OF THE RIFLE MUNICIPAL CODE REGARDING THE ACCUMULATION OF SNOW OR ICE UPON SIDEWALKS.

WHEREAS, Article I, Chapter 11 of the Rifle Municipal Code (the “Code”) regulates the uses and maintenance of sidewalks within the City of Rifle (“Rifle” or the “City”); and

WHEREAS, Section 11-1-30 prohibits the uncleared accumulation of snow or ice upon any sidewalk for longer than twelve (12) hours; and

WHEREAS, Section 11-1-40 requires the clearing of snow and ice from sidewalks within twenty-four (24) hours after every snowfall; and

WHEREAS, the City’s Staff recommends that the City simplify the Code to provide for a single section providing for the clearing of snow and ice from sidewalks and ensure snow is not placed on the streets; and

WHEREAS, the City Council believes that amending Section 11-1-40 and repealing Section 11-1-30 is proper for the public safety, health, and welfare.

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 11-1-40 of the Rifle Municipal Code is hereby amended as follows, with additions shown in double underlined text and ~~strike through language deleted~~:

Sec. 11-1-40. - Snow and ice removal from sidewalks.

- (a) The owner, occupant or agent of the owner of any building, property or vacant lot in the City shall maintain the sidewalk, ~~parking and curbs; i.e., the area from the property line to the gutter, adjoining said building, property or vacant lot,~~ in a clean condition; and shall remove and clear away, ~~or cause to be removed and cleared away,~~ snow and ice from adjoining sidewalks within twenty-four (24) hours ~~after every snowfall~~ of any accumulation. ~~Any person who fails to do so, after having been given notice, either in person, in writing or by telephone by the City, and having been given twenty four (24) hours within which to comply, shall be deemed guilty of a misdemeanor and shall be punished as provided in Section 1-4-20 of this Code.~~
- (b) It shall be unlawful for any person to plow, shovel, blow or otherwise move snow or ice into any public street, sidewalk, alley or other public property within the City in a manner which impairs the use of the street or sidewalk for vehicular or pedestrian traffic; provided,

however, nothing contained in this Section shall be construed to prohibit or regulate the manner in which persons working for or on behalf of the City clear or remove snow or ice from the public streets or other public places within the City.

(c) Violation of this Section is a Class B municipal offense.

Section 3. Section 11-1-30 of the Rifle Municipal Code is hereby repealed in its entirety.

INTRODUCED on November 4, 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 November 18, 2015, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this ___ day of November, 2015.

CITY OF RIFLE, COLORADO

BY: _____
Mayor

ATTEST:

City Clerk

City of Rifle

Rifle Police Department Citizens Advisory Board Proclamation

A proclamation of the City of Rifle's Police Department Citizens Advisory Board affirming appreciation and support for the Rifle Police Department, for its officers and staff, and also affirming appreciation and support for the other local and state law enforcement agencies that serve and protect the citizens of Rifle, Colorado

Whereas, we are a nation whose peace and security rests on a foundation of law and order, and;

Whereas, our Founders developed a system of self-governance whereby one distinct branch composes and enacts our laws, and another distinct branch interprets our laws, and yet another distinct branch is charged with enforcing our laws, and;

Whereas, as a nation, we rely on our law enforcement departments, officers and staff to enforce our laws, to maintain security and to respond in times of crisis, and;

Whereas, from combating threats of terror, to staking out and curtailing criminal elements, to patrolling our streets and highways, to protecting neighborhoods and businesses at all hours, to responding to a wide range of peace keeping requests for service, thereby, resulting in a more secure community, and;

Whereas, each and every day our law enforcement officers face the threat of violence and danger and routinely put their own lives in jeopardy to defend others, potentially resulting in injury, disability, or even death, and;

Whereas, because of recent heated rhetoric and because of increasing and often unfounded verbal abuse by various state, local and national speakers leveled at some police departments and directly at a number of law enforcement officers, and

Whereas, various societal factors are not only making it increasingly more difficult for conscientious law enforcement officers to effectively perform their mission, but in some cases have increased the likelihood of injurious or fatal attacks on law enforcement officers, and;

Whereas, these men and women, by their unique training, distinctive service and tireless efforts as law enforcement officers, have earned our highest respect and deepest gratitude, therefore be it

Resolved, that it is fitting and proper that to recognize and honor the selfless and heroic service of our law enforcement officers and to their invaluable contributions to upholding justice, enforcing the rule of law, and protecting the innocent, and be it further

Resolved, that the City Council of the City of Rifle, with the support and at the request of the Rifle Police Department Citizens' Advisory Board, recognize and honor the selfless and heroic service provided by the officers and staff of the Rifle Police Department by this proclamation and by special events held during National Police Week, held annually in mid-May, and be it further

Resolved, that the City of Rifle also recognize and honor those neighboring law enforcement agencies who offer invaluable mutual aid to the grateful citizens of this community.

Chairman – Rifle Police Dept. Citizens Advisory Board

Mayor – City of Rifle

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

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



To: Honorable Mayor and City Council

From: Nathan Lindquist, Planning Director

Date: November 11, 2015

Re: Garfield County Federal Mineral Lease District – Contract for Rifle Creek Trail Award

In October 2015 the Garfield County Federal Mineral Lease District (GCFMLD) awarded a grant to the City of Rifle in the amount of \$128,252 for construction of the Rifle Creek Trail. The section of to be constructed will continue the trail from the City Market parking lot south to 11th Street.

Please see in your packet the contract with GCFMLD. Staff recommends Council approval of the contract for the Mayor's signature.

GRANT AGREEMENT

CONTRACT NUMBER: 15-FT-06
PROJECT NAME: Rifle Creek Trail Construction
GRANT: \$128,252.00
AWARD DATE: October 21, 2015
COMPLETION DATE: October 21, 2017

ORIGINAL

PARTIES TO AGREEMENT:

GRANTOR: Garfield County Federal Mineral Lease District
GRANTEE: City of Rifle

Recitals

- A. Grantor is the Garfield County Federal Mineral Lease District (hereinafter "Grantor" or "GCFMLD"), an independent public body politic and corporate formed pursuant to the Colorado Federal Mineral Lease District Act, C.R.S., § 30-20-1301 *et seq* (2015), as amended (hereinafter "the Act"), and governed by a Board of Directors (hereinafter "Board"). Grantor exercises the essential public function of alleviating social, economic, and public finance impacts resulting from federal mineral leasing activities within Garfield County.
- B. Grantor receives federal mineral lease payments from the Colorado Department of Local Affairs annually and is authorized under the Act and 30 U.S.C. §191 to disburse and distribute those payments for specific statutory purposes.
- C. Grantor may grant only to political subdivisions of the State of Colorado for (1) planning, (2) construction and maintenance of public facilities, or (3) provision of public services. 30 U.S.C. §191.
- D. In 2015, Grantor created a grant program, pursuant to which eligible entities could apply for grants for eligible purposes. Grantee responded to the **Fall 2015 Grant Cycle** by submitting a detailed grant application (hereinafter "Grant Application").
- E. Grantor approved Grantee's Grant Application on **October 21, 2015**, subject to the execution of a detailed grant agreement, and subject to the terms and conditions set forth herein. The Parties intend this agreement to be the detailed final grant agreement (hereinafter "Agreement") required by Grantor and referenced in the Grant Application.

Agreement, Terms, and Conditions

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

1. *Incorporation of Recitals.* The Recitals set forth above are hereby incorporated into the terms of this Agreement.
2. *Representations and Warranties of Grantee.*
 - a. Grantee is a political subdivision of the State of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement.
 - b. Grantee warrants that any and all statements and representations including all sources and uses of funds made in the Grant Application are true and correct, and that the Grant Application including all attachments and exhibits thereto is incorporated by this reference into this Agreement as if set forth in full and anew.
 - c. Grantee's governing body has authorized entering into this Agreement as evidenced by the resolution attached hereto as **Exhibit A**.
3. *Representations and Warranties of Grantor.*
 - a. Grantor is a duly organized political subdivision of the State of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement.
 - b. Grantor represents and warrants that as of the date of execution of this Agreement it has available sufficient funds necessary to fully fund the amount of the Grant set forth herein.
 - c. The Board has authorized its President to sign this Agreement.
4. *Grant and Project.* Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Grantee a sum not to exceed **one hundred twenty-eight thousand two hundred fifty-two dollars and no cents (\$128,252.00)** (the "Grant"). The Grant shall be used by Grantee solely to complete the Project, in substantial conformity with the final plans, specifications, designs and uses approved by Grantor and in conformity with the Grant Application.
5. *Project Scope.* Grantee shall not materially modify the Project or the Project budget (attached hereto as **Exhibit B**, the "Budget") without the prior written approval of the Grantor, or Grantor's designee, and such approval shall be in Grantor's sole discretion. Any material modification to the Project undertaken without Grantor's prior written consent may be deemed a breach of this Agreement by Grantor, entitling Grantor to all

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

6. *Grantee Efforts.* Grantee shall complete the Project in a timely fashion, in a good and workmanlike manner, and consistent with this Agreement and Grantor's approvals related to the Project.
7. *Completion Date.* Grantee shall complete the Project and submit its Final Report no later than **October 21, 2017** (the "Completion Date"), which is two calendar years after the Board's approval of the Project. Grantee may request an extension of the Completion Date. Extensions of up to 90 days may be awarded by GCFMLD staff. Longer extensions are heavily discouraged and are in the exclusive discretion of the Board. If Grantee determines with reasonable probability that the Project will not or cannot be completed by the Completion Date or any extended completion date, Grantee will promptly so advise Grantor, and cooperate in good faith to seek a resolution before any further funds are advanced.
8. *Matching Funds.* Grantee shall obtain the matching cash and in-kind contributions for the Project as reflected in the Budget and as required by Grantor, and shall provide such evidence of the same as Grantor may require in its reasonable discretion. Funds set aside for contingency are not matching funds.
9. *Disbursement of Funds.* Grantee shall select one of the three reimbursement options below regarding disbursement of funds. Grantee shall indicate its selection using the Reimbursement Options Form, **Exhibit C** (attached).
 - a. *Advance Payment:* If Grantee opts to receive a portion of the Grant funds prior to beginning work on the Project (an "Advance Payment"), Grantee shall provide Grantor with the documentation and calculations described in the **Advance Payment Request Form** available from Grantor. Grantor may, in its discretion, request additional documentation to support making an Advance Payment. An Advance Payment shall not exceed Grantor's percentage of expected overall costs (as determined by the Grantor-approved budget) applied to the value of documented eligible expenses or 50% of the Grant, whichever is less. Notwithstanding remedies elsewhere described herein, an Advance Payment shall be considered a reimbursable financial obligation until the Project is completed and Final Payment as defined below has been made; however, the obligation to repay the Advance Payment shall be triggered in the event of breach, payable in the fiscal year of breach. If Grantee opts to receive an Advance Payment, it may not receive a Progress Payment, as defined below.
 - b. *Progress Payment:* If Grantee has opted to forego an Advance Payment and has opted to receive a portion of the Grant funds after starting but prior to completing work on the Project (a "Progress Payment"), Grantee shall provide Grantor with a

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

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

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

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

Project as presented in the Grant Application. It is the sole responsibility of Grantee to inform Grantor of any such modifications to the Project. Grantor strongly encourages Grantee to contact Grantor in writing when it becomes aware of or wishes to make any such modifications, however seemingly minor, to the Project.

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

12. *Project Operation and Maintenance.*

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

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

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

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

that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Further, during the performance of this Agreement, Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access and use of the Project.

16. *Grantor-Grantee Relations.* Grantor and Grantee seek to maintain positive relations through the course of the Project and in the administration of this Agreement.
 - a. *Forms.* Grantee agrees to utilize only GCFMLD-authorized forms, supplying all supporting documentation they require.
 - b. *Signs.* At its expense Grantor will provide signage that Grantee shall display at a prominent location(s) on the Project site before and through completion of the Project. Grantee shall retrieve the signage from and return the signage to the GCFMLD District Office, 817 Colorado Ave., Suite 201, Glenwood Springs, CO. If Grantee wants to use alternative or additional signage referencing Grantor at the project site, Grantor shall approve in advance the design of any such signage. Grantee shall inform the GCFMLD of the need for replacement signage. If the GCFMLD fails to provide replacement signage, Grantee is relieved of the obligations of this paragraph. Grantor may waive signage requirements in its sole discretion.
 - c. *Publicity.* Grantee shall acknowledge GCFMLD funding in all publicity issued by it concerning the Project. Grantee shall give the GCFMLD a minimum 30 days' notice of any Project grand openings, dedications, or other events, and shall acknowledge GCFMLD funding at any such event.
 - d. *Photos.* Grantee shall provide quality digital photographs of the completed Project with the Final Report. Photos shall be submitted only on a USB drive or a CD, not as printed copies or via email. Grantor reserves the right to utilize any or all such photographs to promote the GCFMLD and its purposes.
17. *Liability.* The Grantor and Grantee acknowledge that each is subject to the constitutional prohibitions against indemnification pursuant to Colorado Constitution article XI, § 1 and that as governmental entities, neither party can agree to indemnify the other. Nothing herein shall be deemed a waiver of the Colorado Governmental Immunity Act for or by either party. C.R.S. § 24-10-101 *et seq.* (1963) as amended.
18. *Audits and Accounting.* Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The accounts, documents, and records related to the Project shall be retained by Grantee for not less than five (5) years following the date of disbursement of funds under this Agreement. Grantor, or its designated agent, shall have the right, upon reasonable notice to Grantee, to audit the books and records of Grantee which pertain to the Project and to the use and disposition of the Grant. While Grantee is not required to use GAAP (Generally Accepted Accounting Principles), Grantee shall use reasonable and appropriate accounting systems in maintaining the required records hereunder.

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

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

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

21. *Remedies.*

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

- i. Prior to payment of Grant:
 - A. Withdraw the Grant and terminate this Agreement; and,
 - B. Deny Grantee eligibility for participation in future GCFMLD grants, loans or projects.
 - ii. After payment (partial or full) of Grant:
 - A. Deny Grantee eligibility for participation in future GCFMLD grants, loans or projects;
 - B. Seek specific performance of Grantee's obligations under this Agreement;
 - C. Seek reimbursement in full of disbursement made under the Grant.
- b. The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity.
22. *Good Faith.* There is an obligation of good faith on the part of both parties, including the obligation to make timely communication of information that may reasonably be believed to be material to the other party.
23. *Assignment.* Grantee may not assign its rights under this Agreement without the prior written consent of Grantor, which consent shall be in the discretion of Grantor. Any assignment shall require that, at a minimum, the assignee is eligible to receive grants from Grantor and assumes all of Grantee's ongoing obligations under this Agreement.
24. *Applicable Law.* This Agreement shall be governed by the laws of the State of Colorado and the United States of America, and venue for any dispute hereunder shall lie exclusively in the 9th Judicial District Court, State of Colorado, in Glenwood Springs, CO.
25. *No Joint Venture.* Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee or other relationship between the parties hereto other than independent contracting parties. Except as permitted under the remedies provisions hereunder, neither party shall have the express or implied right to act for, on behalf of, or in the name of the other party.
26. *Severability.* If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision, other than those as to which it is found to be invalid, shall remain in full force and effect.
27. *Time is of the Essence.* Time is of the essence in this Agreement.

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

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

Exhibit B – Project Budget

Exhibit C – Reimbursement Options Form

35. *No Later Than Start Date.* The GCFMLD's mission includes the expeditious distribution of funding, which means the projects it funds are started and completed in a timely manner. A "no later than start date" is Grantee's good faith estimate of the date by which the Project will commence. This date varies depending on the type of project, and is used by the Board for informational and tracking purposes only. Indicate this date below, and briefly describe the action(s) Grantee considers "starting" the Project. Examples: bid award date, groundbreaking, execution of construction contract, date of first program, etc. This date does not alter the Completion Date in paragraph 7 above.

No Later Than Start Date: _____ (mm/dd/yyyy).

Description: _____

36. *Execution.* To be eligible for the Grant, Grantee shall fully execute the original Agreement including all Exhibits listed in paragraph 34 above and deliver the same to Grantor **no later than noon on Friday, November 20, 2015**. Thereafter, Grantor will execute the Agreement and retain the original in the GCFMLD offices, returning a photocopy to Grantee.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the _____ day of November, 2015.

GRANTOR:
GARFIELD COUNTY
FEDERAL MINERAL LEASE DISTRICT

GRANTEE:
CITY OF RIFLE, COLORADO

By: _____
Gregg Rippy
President, GCFMLD Board

By: _____
Randy Winkler
Mayor, City of Rifle

ORIGINAL

ATTACH EXHIBIT A

ATTACH EXHIBIT B



Garfield County
Federal Mineral Lease District
Established 2011

EXHIBIT C - Reimbursement Options

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

Option 1 – Advance Payment Prior to Project

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

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

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

Option 3 – Final Grant Payment

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

PLEASE CIRCLE PREFERRED OPTION: OPTION 1 OPTION 2 OPTION 3

Signature

Name and Title (print)

Contract #: _____

ORIGINAL

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 32
SERIES OF 2015**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO, AUTHORIZING THE CITY MANAGER TO SUBMIT AN
ENERGY AND MINERAL IMPACT ASSISTANCE FUND GRANT
APPLICATION FOR EQUIPMENT, MATERIALS, AND CONSTRUCTION OF
A MUNICIPAL WATER STORAGE TANK.

WHEREAS, the City of Rifle is finalizing the planning and design of the City of Rifle's principle finished water storage tank; and

WHEREAS, the City found during routine inspection the existing tank to have a deteriorated condition with severe bottom plate corrosion and top structural member corrosion compared to the 2010 inspection; and

WHEREAS, the City desires to apply for a grant from the Department of Local Affairs Energy and Mineral Impact Assistance Fund for the equipment, materials, and construction of a municipal water storage tank and the City is willing to commit a local match for the grant.

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

1. The City incorporates the foregoing recitals as findings by the City Council.
2. The City Manager is hereby authorized to submit an Energy and Mineral Impact Assistance Fund Grant Application for the equipment, materials, and construction of a municipal water storage tank.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 18th day of November, 2015.

CITY OF RIFLE, COLORADO

By: _____
Mayor

ATTEST:

City Clerk

Report Criteria:

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

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1003						
Action Shop Services, Inc						
	RI44710	SHARPEN CHAIN	11/05/2015	20.00	.00	
	SI88192	ENGINE OIL	10/24/2015	64.73	.00	
	SI88306	AIR FILTER	10/29/2015	37.93	.00	
	SI88376	AIR FILTER	11/02/2015	40.98	.00	
	SI88423	ENGINE OIL	11/06/2015	25.74	.00	
Total 1003:				189.38	.00	
1009						
B & B Plumbing, Inc						
	5254	KITCHEN FAUCET	11/04/2015	169.85	.00	
Total 1009:				169.85	.00	
1018						
Valley Lumber						
	14366	CHEESECLOTH	10/02/2015	8.97	.00	
	15173	FIBERGLASS HANDLE RAKE	10/23/2015	21.99	.00	
	15196	SAFETY YELLOW	10/23/2015	9.98	.00	
	15339	BULB APPL FLOUR	10/27/2015	37.96	.00	
	15360	PLUMBER PUTTY	10/28/2015	2.79	.00	
	15422	HANDLE THRD	10/29/2015	20.96	.00	
	15456	BLEACH CLOROX ULTRA	10/30/2015	8.97	.00	
	15537	CK INT PP1 MIDTONE	11/02/2015	91.94	.00	
	15575	POLY LAWN RAKE	11/03/2015	32.98	.00	
	15589	BUNGEE CORD STEEL HOOK	11/03/2015	30.91	.00	
	15631	FLAT STEEL BAR	11/04/2015	29.45	.00	
	15694	SOLAR FLAG POLE LIGHT	11/05/2015	49.99	.00	
	15727	DOOR SWEEP	11/06/2015	23.41	.00	
	15739	DEWALT BATT CHARGER	11/06/2015	268.98	.00	
	35095	SOLAR FLAG POLE LIGHT	11/05/2015	49.99	.00	
Total 1018:				589.29	.00	
1022						
Central Distributing Co						
	148553	SUPPLIES	10/22/2015	100.17	.00	
	149760	SUPPLIES	11/04/2015	181.31	.00	
	149761	SUPPLIES	11/04/2015	307.18	.00	
Total 1022:				388.32	.00	
1023						
Chelewski Pipe & Supply						
	146408	VNION TXT	10/28/2015	7.76	.00	
Total 1023:				7.76	.00	
1031						
Colo Bureau Of Investigation						
	A160300020	LIQUOR LICENSE	10/07/2015	156.00	156.00	11/06/2015

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1031:				156.00	156.00	
1076						
Garfield County Treasurer						
	367	Landfill	09/30/2015	2,545.58	2,545.58	11/06/2015
Total 1076:				2,545.58	2,545.58	
1087						
Grainger						
	9851173113	CHAIN WRENCH FORGED STE	09/24/2015	242.20	.00	
	9853627934	PIPE INS ELASTOMERIC	09/28/2015	216.08	.00	
	9854119600	PIPE INS ELASTOMERIC	09/29/2015	54.02	.00	
	9855808631	GASKET FULL FACE	09/30/2015	7.28	.00	
	9855808649	SWING CHECK VALVE CAST IR	09/30/2015	288.67	.00	
Total 1087:				808.25	.00	
1094						
Hy-way Feed & Ranch Supply						
	602971	STRAW	10/05/2015	70.00	.00	
	608763	STRAW	11/06/2015	547.90	.00	
Total 1094:				617.90	.00	
1097						
Johnson Construction Inc						
	093015	Whiteriver Pedestrian Improve	09/30/2015	14,829.08	14,829.08	11/06/2015
Total 1097:				14,829.08	14,829.08	
1105						
Meadow Gold Dairies						
	50224558	DAIRY PRODUCTS/SR CENTE	10/08/2015	139.08	.00	
	50224635	DAIRY PRODUCTS/SENIOR CT	10/15/2015	121.08	.00	
	50224731	DAIRY PRODUCTS/SENIOR CT	10/22/2015	159.78	.00	
	50224732	DAIRY PRODUCTS/SENIOR CT	10/22/2015	7.90	.00	
	50224808	DAIRY PRODUCTS/SENIOR CT	10/29/2015	66.95	.00	
	50224809	DAIRY PRODUCTS/SENIOR CT	10/29/2015	26.85	.00	
	50224877	DAIRY PRODUCTS/SENIOR CT	11/05/2015	35.67	.00	
	754702	DAIRY PRODUCTS/SENIOR CT	10/26/2015	18.96	.00	
Total 1105:				560.47	.00	
1110						
Napa Auto Parts						
	403136	REMAN ALTERNATOR	10/22/2015	220.33	.00	
	403850	CABIN AIR FILTER	10/27/2015	19.08	.00	
	404032	HITC PIN	10/29/2015	37.76	.00	
	404052	SWITCH	10/29/2015	14.99	.00	
	404057	GROMMET ASSORTMENT	10/29/2015	4.99	.00	
	404106	EXHAUST WRAP	10/29/2015	59.98	.00	
	404919	BATTERY CLEANER	11/05/2015	11.98	.00	
	404945	PLIERS	11/05/2015	21.90	.00	
Total 1110:				391.01	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1120						
Xcel Energy Inc						
	477075117	250 E 16 TH ST	10/27/2015	13.17	13.17	11/06/2015
	477325207	2575 W CENTENNIAL PKWY	10/29/2015	21.96	21.96	11/06/2015
	477454422	2515 W CENTENNIAL PKWY AD	10/29/2015	69.81	69.81	11/06/2015
	477456955	2515 W CENTENNIAL PKWY WR	10/29/2015	40.49	40.49	11/06/2015
	477607606	300 W 5TH ST UNIT PUMP	10/30/2015	54.09	54.09	11/06/2015
Total 1120:				199.52	199.52	
1132						
Rifle Lock & Safe, LLC						
	33921	DUP KEYS	10/06/2015	46.45	.00	
Total 1132:				46.45	.00	
1138						
Schmueser/Gordon/Meyer, Inc						
	99055A-202	Design for 3 mg Reservoir Rehabi	10/06/2015	4,132.45	.00	
	99055R-2	Water EFFICIENCY PLAN	10/29/2015	4,335.00	.00	
Total 1138:				8,467.45	.00	
1143						
Swallow Oil Company						
	1816 101515	UNLEAD	10/15/2015	2,439.85	.00	
	1835 101515	car wash/	10/15/2015	15.00	.00	
	1837 103115	GEAR OIL	10/31/2015	596.00	.00	
Total 1143:				3,050.85	.00	
1145						
Thatcher Company						
	1373354	Alum/Aluminum Sulfate	10/06/2015	4,914.18	.00	
Total 1145:				4,914.18	.00	
1188						
Jean's Printing						
	152105	printing	09/16/2015	87.52	.00	
	152525	printing BUDGET BOOKS	11/04/2015	382.38	.00	
	152541	MACHINE INSERTING	11/05/2015	41.42	.00	
Total 1188:				511.32	.00	
1258						
Hach Company						
	9620991	PHENOLPHTHALEIN	10/13/2015	394.79	.00	
Total 1258:				394.79	.00	
1339						
Grand Junction Pipe & Supply						
	3320199	MANHOLE RING	10/07/2015	717.12	.00	
	3320443	MONOLITHIC BASE	10/07/2015	690.00	.00	
	3320445	MANHOLE RING	10/07/2015	285.59	.00	
	3324243	CURB BOX ROD AMETEK	10/20/2015	93.79	.00	
	3324268	CURB BOX ROD AMETEK	10/20/2015	46.89	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1339:				1,074.63	.00	
1407						
Usa Blue Book						
	772078	DISPENSER	10/08/2015	58.58	.00	
Total 1407:				58.58	.00	
1560						
Applied Concepts,inc						
	277690	Stalker II Radar	10/12/2015	158.00	158.00	11/06/2015
Total 1560:				158.00	158.00	
1653						
Millers Dry Goods						
	113275	RAIN COATS	10/22/2015	177.80	177.80	11/06/2015
Total 1653:				177.80	177.80	
1692						
A-1 Traffic Control						
	34348	SIGN RENTAL	10/23/2015	30.00	.00	
Total 1692:				30.00	.00	
1734						
United Companies/Oldcastle SW Group Inc						
	1093150	READY MIX	10/09/2015	1,045.07	.00	
	1093807	READY MIX	10/14/2015	1,929.88	.00	
Total 1734:				2,974.95	.00	
1768						
Faris Machinery Company						
	PSO032186-1	SCREEN MESH	10/28/2015	276.54	.00	
	PSO032611-1	GAUGE PRESS	10/09/2015	64.81	.00	
	PSO032742-1	FEMALE COUPLER	10/13/2015	59.16	.00	
	PSO032742-2	COOLANT SYSTEM REC	10/14/2015	51.64	.00	
	PSO032924-1	TOW BAR	10/21/2015	1,287.22	.00	
	PSO033248-1	HYD FIT	10/28/2015	9.17	.00	
Total 1768:				1,748.54	.00	
2122						
Utility Notification Center Co						
	21510719	RTL TRANSMISSIONS	10/31/2015	131.56	.00	
Total 2122:				131.56	.00	
2181						
Nalco Chemical Company						
	63459796	Chemicals for Grand Mesa Treat	10/08/2015	2,248.75	.00	
Total 2181:				2,248.75	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2208						
Amerigas						
	3044616797	PROPANE	09/30/2015	149.28	.00	
Total 2208:				149.28	.00	
2301						
Western Slope Center For Child						
	959	LEVEL 3 EXAM CASE #15-21870	10/13/2015	475.00	475.00	11/06/2015
Total 2301:				475.00	475.00	
2573						
Mountain West Office Products						
	0582700-001	STAMP PAD	10/29/2015	26.45	.00	
	0582840-001	supplies	10/29/2015	49.14	.00	
Total 2573:				75.59	.00	
2835						
L.L. Johnson Distributing Co						
	1700177-00	SPACER CASTOR	10/06/2015	40.72	.00	
Total 2835:				40.72	.00	
2846						
Colo Mtn News Media						
	11619377A 10	AD	10/22/2015	26.22	26.22	11/06/2015
	11637625A 10	AD	10/29/2015	12.65	12.65	11/06/2015
	11637890A 10	AD	10/29/2015	12.65	12.65	11/06/2015
	11637912A 10	AD	10/29/2015	12.14	12.14	11/06/2015
	11638021A	AD	10/29/2015	11.13	11.13	11/06/2015
	1167944A 102	AD	10/29/2015	11.64	11.64	11/06/2015
Total 2846:				86.43	86.43	
2960						
Walmart Community						
	008506	supplies	10/08/2015	19.19	19.19	11/06/2015
	021751	supplies	10/21/2015	12.93	12.93	11/06/2015
	028029	supplies	10/28/2015	160.48	160.48	11/06/2015
	029003	supplies	10/29/2015	83.45	83.45	11/06/2015
	029739	supplies	10/29/2015	24.65	24.65	11/06/2015
Total 2960:				300.70	300.70	
3015						
Kroger/King Sooper Cust Charge						
	090415	SUPPLIES	09/04/2015	1.05-	1.05-	11/06/2015
	250638	ELECTION JUDGES FOOD	09/04/2015	17.09	17.09	11/06/2015
Total 3015:				16.04	16.04	
3035						
Rocky Mountain Supply Co.						
	13621	FSEEP SNOW EDGE	10/21/2015	127.70	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3035:				127.70	.00	
3083						
ALSCO						
	1666844	SUPPLIES	08/18/2015	36.42	.00	
	1687689	LINEN RENTALS	10/06/2015	74.83	74.83	11/06/2015
	1690500	LINEN RENTALS	10/13/2015	26.00	26.00	11/06/2015
	1691549	LINEN RENTALS	10/15/2015	33.30	33.30	11/06/2015
	1693332	LINEN RENTALS	10/20/2015	81.50	81.50	11/06/2015
	1696140	SUPPLIES	10/27/2015	53.67	.00	
	1696143	LINEN RENTALS	10/27/2015	62.00	62.00	11/06/2015
	1698868	SUPPLIES	11/03/2015	37.70	.00	
	1698869	LAUNDRY/senior center	11/03/2015	45.15	.00	
Total 3083:				450.57	277.63	
3156						
Superwash Of Rifle						
	2025 100115	CAR WASH	10/01/2015	194.24	.00	
	2030 100115	CAR WASH	10/01/2015	6.67	.00	
	2047 100115	CAR WASH	10/01/2015	14.01	14.01	11/06/2015
	2051 100115	CAR WASH	10/01/2015	10.00	.00	
	2052 100115	CAR WASH	10/01/2015	16.53	.00	
Total 3156:				241.45	14.01	
3195						
Frontier Paving Inc						
	36508	PATCHING COUNTY ROAD 332	10/20/2015	2,219.50	.00	
Total 3195:				2,219.50	.00	
3347						
V.I.P. Trash Services LLC						
	62295	DDA Trash Services	11/01/2015	150.00	150.00	11/06/2015
	68542	DDA Trash Services	10/01/2015	150.00	150.00	11/06/2015
Total 3347:				300.00	300.00	
3389						
Sandy's Office Supply Inc						
	148538	SUPPLIES	09/21/2015	88.33	.00	
	152437	SUPPLIES	10/26/2015	56.20	.00	
	152580	SUPPLIES	10/27/2015	114.48	.00	
Total 3389:				259.01	.00	
3571						
Garfield County Emergency Comm						
	426	REPAIR CHARGES	10/28/2015	549.00	549.00	11/06/2015
Total 3571:				549.00	549.00	
4021						
Rifle Equipment Inc						
	CI008780	BLADE MULCH	10/09/2015	85.21	.00	
	CI008819	VALVE SOLENOID	10/26/2015	118.62	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	WI010282	INSTALL NEW WATER PUMP	10/06/2015	998.67	.00	
Total 4021:				1,202.50	.00	
4055						
UPS/United Parcel Service						
	Y2097W415	SHIPPING	10/10/2015	17.63	17.63	11/06/2015
Total 4055:				17.63	17.63	
4141						
True Brew Coffee Service						
	171713	COFFEE	11/02/2015	123.45	.00	
	171821	COFFEE	11/04/2015	69.99	.00	
Total 4141:				193.44	.00	
4215						
Ziegler, James						
	10271518889	FLEXIBLE BASE LIGHT	10/27/2015	352.90	.00	
Total 4215:				352.90	.00	
4701						
Tri County Fire Protection						
	131027	ANNUAL MAIN INSPECTION	10/13/2015	48.00	.00	
Total 4701:				48.00	.00	
4796						
Mountain Air Mechanical Hvac						
	22682	PROFESSIONAL CLEANING	10/26/2015	917.01	.00	
Total 4796:				917.01	.00	
4811						
United Site Services Inc						
	114-3360653	TRUCK TIME	09/30/2015	89.25	.00	
Total 4811:				89.25	.00	
5384						
MOUNTAIN HIGH PAINT						
	00003123	SUPPLIES	10/21/2015	117.68	.00	
Total 5384:				117.68	.00	
5748						
CTL THOMPSON						
	396726	Geotechnical Services for RRWP	09/30/2015	4,585.00	4,585.00	11/06/2015
Total 5748:				4,585.00	4,585.00	
5839						
GOODWIN SERVICES, INC						
	66936	PUMP OIL WATER SEPARATOR	10/19/2015	1,000.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5839:				1,000.00	.00	
5846						
Mesa County Health Department						
	3182-15	Water Testing	11/03/2015	20.00	20.00	11/06/2015
	3183-15	Water Testing	11/03/2015	20.00	20.00	11/06/2015
	3184-15	Water Testing	11/03/2015	20.00	20.00	11/06/2015
	3185-15	Water Testing	11/03/2015	20.00	20.00	11/06/2015
	3186-15	Water Testing	11/03/2015	20.00	20.00	11/06/2015
	3187-15	Water Testing	11/03/2015	20.00	20.00	11/06/2015
Total 5846:				120.00	120.00	
5926						
Law Enforcement Alliance for Defense						
	14152 100215	LEGAL DEFENSE COVERAGE	10/02/2015	133.00	133.00	11/06/2015
Total 5926:				133.00	133.00	
6040						
AIS Industrial & Construction Supply						
	600133-00	WHEEL MEASURING	10/15/2015	690.00	.00	
Total 6040:				690.00	.00	
6108						
Browns Hill Engineering & Cont, LLC						
	10478	MATERIAL SIEMENS HYDRO R	10/22/2015	1,945.69	.00	
Total 6108:				1,945.69	.00	
6144						
COMCAST CABLE						
	101515	INFINITY TV	10/15/2015	9.98	9.98	11/06/2015
Total 6144:				9.98	9.98	
6154						
Christie Dennis						
	110415	REIMBURSEMENT MILEAGE	11/04/2015	58.65	58.65	11/06/2015
Total 6154:				58.65	58.65	
6203						
Heritage Environmental SVCS, LLC						
	1759865	5 GAL OT POLY PAIL	10/26/2015	125.00	.00	
Total 6203:				125.00	.00	
6330						
COUNTY HEALTH POOL						
	110515	WASTEWATER	11/05/2015	106,054.97	106,054.97	11/06/2015
Total 6330:				106,054.97	106,054.97	
6402						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
CENTURY LINK						
	6250108 10221	LONG DISTANCE	10/22/2015	151.06	151.06	11/06/2015
	6254904 10221	LONG DISTANCE	10/22/2015	112.12	112.12	11/06/2015
	6254960 10221	LONG DISTANCE	10/22/2015	119.07	119.07	11/06/2015
	6259179 10221	LONG DISTANCE	10/22/2015	95.58	95.58	11/06/2015
Total 6402:				477.83	477.83	
6485						
Tisco Inc/Energy Equip-GrandJct						
	10624 110215	SUPPLIES	11/02/2015	231.55	231.55	11/06/2015
	10625 093015	SUPPLIES	09/30/2015	193.15	193.15	11/06/2015
	10626 110215	SUPPLIES	11/02/2015	193.89	193.89	11/06/2015
	10630 110215	SUPPLIES	11/02/2015	7.59	7.59	11/06/2015
Total 6485:				626.18	626.18	
6568						
MICRO PLASTICS						
	108579	PRINT NEW VINYL	09/28/2015	125.00	.00	
	108925	CLEAR ACRYLIC SIGN	10/23/2015	20.00	.00	
Total 6568:				145.00	.00	
6606						
Western Slope Beverage						
	3073728	BOTTLED WATER	10/05/2015	26.20	.00	
	3074057	BOTTLED WATER	10/19/2015	55.30	.00	
	748344	BOTTLED WATER	10/15/2015	15.00	.00	
Total 6606:				96.50	.00	
6612						
CEDAR NETWORKS						
	213794	INTERNET CONNECTIONS	11/02/2015	3,554.00	3,554.00	11/06/2015
Total 6612:				3,554.00	3,554.00	
6643						
SAFETY & CONSTRUCTION SUPPLY, INC						
	0028491-IN	SPRAY WASP	10/19/2015	160.99	.00	
Total 6643:				160.99	.00	
6684						
UNITED REPROGRAPHIC SUPPLY, INC						
	IN67425	INK CARTRIDGE	10/15/2015	225.28	225.28	11/06/2015
Total 6684:				225.28	225.28	
6779						
COMMERCIAL TIRE SERVICE, INC						
	38869	TIRES	10/15/2015	482.60	.00	
	38870	TIRES	10/15/2015	470.72	.00	
	38988	TIRES	10/28/2015	279.18	.00	
	39007	SERVICE CALL	10/15/2015	2,024.48	.00	
	39087	TIRES	11/05/2015	513.32	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6779:				3,770.30	.00	
6790						
O'REILLY AUTO PARTS						
	3761-400429	TPMS SENSOR	10/26/2015	49.29-	.00	
	3761-400486	FUEL FILTER	10/26/2015	121.57	.00	
	3761-400505	FUEL FILTER	10/26/2015	23.38	.00	
	3761-400532	FUEL FILTER	10/26/2015	14.40	.00	
	3761-400641	AIR FILTER	10/27/2015	45.73	.00	
	3761-400740	BATTERY	10/28/2015	238.54	.00	
	3761-400744	BRAKE ROTOR	10/28/2015	104.81	.00	
	3761-400750	SUPPLIES	10/28/2015	33.00	.00	
	3761-400751	TPMS SENSOR	10/28/2015	117.38-	.00	
	3761-400854	BATTERY	10/29/2015	357.81	.00	
	3761-400881	RUBBER STRAP	10/29/2015	35.04	.00	
	3761-400910	BATTERY	10/29/2015	96.64	.00	
	3761-400915	BATTERY	10/29/2015	66.00-	.00	
	3761-401087	AIR FILTER	10/30/2015	37.87	.00	
	3761-401089	ANTIFRZE	10/30/2015	71.88	.00	
	3761-401684	2PK KEYLESS	11/03/2015	17.97	.00	
	3761-401828	VALVE STEMS	11/04/2015	2.72	.00	
	3761-401873	BATTERY	11/04/2015	18.00-	.00	
	3761-401961	BRK CALIPER	11/05/2015	59.81	.00	
Total 6790:				1,010.50	.00	
6846						
TRANSWEST TRUCK TRAILER RV						
	4253010010	CAB AUR FILTER	10/28/2015	42.45	.00	
	4253010039	AIR CYLINDER	10/28/2015	272.85	.00	
Total 6846:				315.30	.00	
6863						
CONSERVANCY OIL CO						
	0070845	SHELL GADUS	11/04/2015	519.60	.00	
Total 6863:				519.60	.00	
6881						
NEELY, DAWN						
	101915	REIMBURSEMENT-PHONE CAS	10/19/2015	20.00	20.00	11/06/2015
Total 6881:				20.00	20.00	
6885						
CHEMATOX LABORATORY INC						
	18361	BLOOD ALCOHOL TEST	09/26/2015	330.00	330.00	11/06/2015
	18446	DRUG SCREEN	10/10/2015	695.00	695.00	11/06/2015
Total 6885:				1,025.00	1,025.00	
6996						
STEFFEN, ROBIN						
	102115	REIMBURSEMENT	10/21/2015	66.80	66.80	11/06/2015

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6996:				66.80	66.80	
7107						
MOLTZ CONSTRUCTION INC						
	110415	Construction of 2 mg tank	11/04/2015	424,744.58	424,744.58	11/06/2015
	110415.	RRWPF GMP #1	11/04/2015	980,285.37	980,285.37	11/06/2015
Total 7107:				1,405,029.95	1,405,029.9	
7159						
McCANDLESS TRUCK CENTER						
	C10500253501	ELECTRONIC SOLENOID VALV	10/26/2015	90.29	.00	
Total 7159:				90.29	.00	
7205						
US FOODS						
	3079724	FOOD SUPPLIES	10/08/2015	454.95	.00	
	3141031	FOOD SUPPLIES	10/12/2015	57.30	.00	
	3207877	FOOD SUPPLIES	10/15/2015	162.87	.00	
	3341530	FOOD SUPPLIES	10/22/2015	841.47	.00	
	3464168	FOOD SUPPLIES	10/29/2015	650.96	.00	
	3599697	FOOD SUPPLIES	11/05/2015	844.78	.00	
Total 7205:				3,012.33	.00	
7256						
REVENUE RECOVERY GROUP, INC						
	3481-0213-457	AUDIT SERVICES	10/29/2015	425.00	425.00	11/06/2015
Total 7256:				425.00	425.00	
7285						
GOPHER IRRIGATION						
	11728	MOWING	11/09/2015	4,183.00	.00	
Total 7285:				4,183.00	.00	
7413						
ALCERRO, WILLIANS						
	110215	WORK BOOTS	11/02/2015	184.60	184.60	11/06/2015
Total 7413:				184.60	184.60	
7414						
MCG INVESTMENTS						
	102615	USE TAX REBATE PER ORD 27	10/26/2015	191.74	191.74	11/06/2015
Total 7414:				191.74	191.74	
7415						
LINES, SHANE						
	102215	USE TAX REBATE PER ORD 27	10/22/2015	1,842.82	1,842.82	11/06/2015
Total 7415:				1,842.82	1,842.82	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7416						
GIBSON LAUNDRY INC						
	102615	USE TAX REBATE PER ORD 27	10/26/2015	1,917.40	1,917.40	11/06/2015
Total 7416:				1,917.40	1,917.40	
7417						
STRONG, JOHN						
	102615	USE TAX REBATE PER ORD 27	10/26/2015	76.70	76.70	11/06/2015
Total 7417:				76.70	76.70	
7418						
HALE, JUSTIN						
	102615	USE TAX REBATE PER ORD 27	10/26/2015	66.15	66.15	11/06/2015
Total 7418:				66.15	66.15	
7419						
TED & CHERYL MORGAN						
	102615	USE TAX REBATE PER ORD 27	10/26/2015	115.40	115.40	11/06/2015
Total 7419:				115.40	115.40	
7420						
INTEGRITY PIZZA						
	102615	USE TAX REBATE PER ORD 27	10/26/2015	843.66	843.66	11/06/2015
Total 7420:				843.66	843.66	
7421						
WINTER EQUIPMENT COMPANY						
	IV27964	PATRIOT SYSTEM	10/29/2015	1,247.21	.00	
Total 7421:				1,247.21	.00	
7422						
ADVANCED AUTO REPAIR						
	39070	REPAIR BUS	09/25/2015	1,022.93	.00	
	39329	REPAIR 08 FORD EDGE	11/03/2015	187.45	.00	
Total 7422:				1,210.38	.00	
Grand Totals:				1,602,841.86	1,547,752.5	

Dated: _____

City Finance Director: _____

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Report Criteria:

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

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****All correspondence should be sent to the
Glenwood Springs office*

November 11, 2015

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

Re: November 18, 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 November 18, 2015 Rifle City Council Meeting.

1. Ordinance No. 24, Series of 2015 (Accumulation of Snow or Ice on Sidewalks). In our continued effort to clean up the Rifle Municipal Code, staff identified redundant and conflicting requirements in Sections 11-1-30 and 11-1-40 regarding the clearing of snow and ice from sidewalks. Section 11-1-30 prohibits the un-cleared accumulation of snow or ice upon any sidewalk for longer than twelve (12) hours and Section 11-1-40 requires the clearing of snow and ice from sidewalks within twenty-four (24) hours after every snowfall. Staff recommends eliminating Section 11-1-30 and amending Section 11-1-40 to further prohibit depositing snow or ice on City streets or property, which the passing of the enclosed Ordinance No. 24, Series of 2015 would accomplish.

2. Ordinance No. 25, Series of 2015 (Repeal of Article XVII of Chapter 16 – Regional Drainage Fee). The City enacted Article XVII of Chapter 16 in 2000 establishing a Regional Drainage Fee for properties in the Knollridge area of Rifle. Regional drainage facilities were constructed to allow the efficient development of several subdivisions approved during the oil shale boom but remained undeveloped with unfinished infrastructure. The fee of \$350.00 paid for the drainage improvements and the fee terminated on December 10, 2014. Ordinance No. 25, Series of 2015 repeals Article XVII of Chapter 16 from the City's Land Use Code now that the fee no longer applies.

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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

JSN:
Enclosures

Memo

To: City Manager, Honorable Mayor and Council

From: Tom Whitmore, Parks & Recreation Director

Date: November 9, 2015

Re: Consider purchase of 2 Parks Department Pickups

ACTION:

Staff requests that City Council consider taking the following actions:

Authorize the purchase of 2 Parks Department Pickups

BACKGROUND:

Earlier this year we solicited bids for 2, half ton, 4-door, 4 x 4, short-box, gasoline/CNG pickups for the Parks Department. We began the bidding process with an interest in purchasing a CNG vehicle. Knowing that CNG upgrades would increase the cost significantly, we understood that we would not go with a CNG vehicle unless grant funds were available to cover the upgrade the added cost. That complicated things somewhat in that grants will not be awarded to applicants who have committed or expended funds for their project prior to the grant award. We have been awarded a grant to cover the cost of the CNG upgrade, *potentially up to \$15,000* per vehicle, should we choose to go with CNG. The grant contract has yet been approved by Council but is on the agenda for consideration, pending the decision on this item.

Three companies returned bids for the pickups: Berthod Motors, Bighorn Toyota, and Mountain Chevrolet. Mountain Chevrolet was the only vendor to offer a quote for both a gasoline and a gasoline/CNG bi-fuel option. Pricing is as follows:

Berthod Motors--2016 Ram 1500 Quad Cab 4x4, 5.7L Tradesman, gasoline--
\$27,500.00 each—(\$55,000.00)

Bighorn Toyota--2016 Tacoma SR5 4x4, 3.5L Access Cab, gasoline--
\$32,749.00 each—(\$65,498.00)

Bighorn Toyota 2016 Tundra 4x4 SR DBL Cab, 4.6L, gasoline--
\$33,210.00 each—(\$66,420.00)

Mountain Chevrolet, 2016 Silverado 1500 4x4, Double Cab, 5.3L gasoline--
\$32,371.48 each—(\$64,742.96)

Mountain Chevrolet, 2016 Silverado 2500 (3/4 ton) 4x4, Double Cab, 6.0L bi-
fuel CNG/Gasoline—\$43,361.11 each--(\$86,722.22)

(The Chevrolet CNG option is only available on the 2500 model, ¾ ton
frame)

Even after considering the grant reimbursement, the Chevrolet CNG pickups cost \$12,772.22 more than the Dodge pickups. This limits other equipment purchases that could be made for the Parks Department. The pickups are heavier duty than required and the CNG tank mount on the specified short box truck takes space that would normally be used for a tool box, leaving very little space for other items and uses once a tool box is installed. We discovered that the reimbursement for each vehicle would be \$9,500.00, rather than the maximum of \$15,000.00. Though the CNG vehicles are cleaner to operate and have a lower projected lifecycle cost compared to gasoline, for the reasons mentioned above, staff requests approval of the low bid of the Dodge Ram pickups from Berthod Motors at this time. Three-quarter ton CNG pickups will be a more desirable and practical purchase when the time comes to replace our existing ¾ ton, utility-bed pickups in the future, perhaps in 3-5 years.

Thank you,
Tom



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

From: Kimberly Bullen, Assistant City Manager

Date: Wednesday, October 28, 2015

Subject: Department of Local Affairs – Energy Impact Assistance Contract

Attached is the Energy Impact Assistance Fund (EIAF# 8066) Contract. This contract is with the Colorado Department of Local Affairs in the amount of \$30,000 dollars to upgrade the engines of two new Parks & Recreation vehicles to use compressed natural gas as fuel.

GRANT AGREEMENT

Between

**STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS**

And

CITY OF RIFLE

Summary

Award Amount: \$30,000.00

Identification #s:

Encumbrance #: F16S8066 (*DOLA's primary identification #*)
Contract Management System #: 84541 (*State of Colorado's tracking #*)

Project Information:

Project/Award Number: 8066
Project Name: Rifle CNG Vehicle Purchase
Performance Period: Start Date: _____ End Date: 10/31/2016
Brief Description of Project /
Assistance: The City of Rifle will purchase two vehicles and upgrade the engines to use compressed natural gas as fuel

Program & Funding Information:

Program Name: Energy & Mineral Impact Assistance Fund
Funding source: State Funds
Catalog of Federal Domestic Assistance (CFDA) Number (if federal funds): N/A
Funding Account Codes: _____

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EXHIBIT A – APPLICABLE LAWS

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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. 39-29-110 (Local Government Severance Tax 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 **October 31, 2016** 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 **\$30,000 (THIRTY THOUSAND DOLLARS AND XX/100)**, 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 \$3,000,000 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

B. Grantee:

Randy Winkler, Mayor
City of Rifle
202 Railroad Ave
Rifle, Colorado 81650
Email: rwinkler@rifleco.org

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.

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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;">GRANTEE CITY OF RIFLE</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;">STATE OF COLORADO John W. Hickenlooper, GOVERNOR DEPARTMENT OF LOCAL AFFAIRS</p> <p>By: _____ Irv Halter, Executive Director</p> <p>Date: _____</p> <hr/> <p style="text-align: center;">PRE-APPROVED FORM CONTRACT REVIEWER</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.

<p>STATE CONTROLLER Robert Jaros, CPA</p> <p>By: _____ Janet Miks, CPA, Controller Delegate</p> <p>Date: _____</p>

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 City of Rifle will purchase two vehicles and upgrade the engines to use compressed natural gas as fuel.

2.2. Work Description. The City of Rifle (Grantee) will purchase two vehicles (each with a Ford 150 chassis), and upgrade the vehicles' engines to use compressed natural gas as fuel. The new vehicles will be used by the City for its Parks and Recreation Department. Both the vehicles and engine upgrades will be owned by the Grantee.

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: costs to upgrade the two vehicle engines to use compressed natural gas engines are eligible for reimbursement from Grant Funds. Purchase costs for the vehicles are the responsibility of the Grantee.

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 City of Rifle will upgrade two vehicles to use compressed natural gas as fuel, and these vehicles will be put into service for the Rifle, Colorado area.

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 line 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 line 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 **Ms. Kimberly Bullen, Assistant City Manager (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	\$82,652	\$30,000	\$52,652	Grantee
Total	\$82,652.00	\$30,000.00	\$52,652.00	

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)	\$28,500	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$1,500	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.
Total	\$30,000	

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 Ave
 Rifle, CO 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.

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EXHIBIT E – PROJECT PERFORMANCE PLAN

Funding: EIAF	Name of Grantee City of Rifle	
Project Number: 8066	Name of Project CNG Vehicle Purchase	
DESCRIPTION OF PROJECT:	The City of Rifle will purchase two vehicles and upgrade the engines to use compressed natural gas as fuel	
DLG Staff: Elyse Ackerman - Regional Manager (970) 248-7333 EA		
MILESTONES – Grantee shall...	By:	STATE ROLE- DLG shall...
Put Project out to bid.	Within 60 days of the Effective Date of this Grant Agreement.	Assist Grantee with bidding process, if necessary. Provide feedback to Grantee identifying issues or concerns, if any.
Provide DOLA with Project Timeline.	Within 30 days of the Effective Date of the subcontract(s).	Review timeline to ensure timely completion of Project. Provide feedback to Grantee identifying issues or concerns, if any.
Project Completion. Provide a report to DOLA 12 months after initial use the vehicles reporting on metrics such as gas mile equivalent used and fuel cost savings, and other metrics deemed appropriate demonstrating improved fleet efficiency and reduction in carbon emissions.	October 31, 2016	Review past quarterly reports, conduct on-site monitoring, and review final report.
		ACHIEVED: <u>MM/DD/20YY</u>
		ACHIEVED: <u>MM/DD/20YY</u>
		ACHIEVED: <u>MM/DD/20YY</u>

<p>Submit quarterly progress reports, which includes: Project Performance Plan accomplishments and a Financial Summary Report for:</p> <p>4th Quarter 2015 1st Quarter 2016 2nd Quarter 2016 3rd Quarter 2016 4th Quarter 2016</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: a) on-site walk through inspection of the new vehicles in order to determine if: i) the contractor has worked to upgrade the vehicles as would be expected under this Grant and Exhibit B (including but not limited to confirmation that the vehicles received were upgraded to Grantee's specifications); ii) the contractor is experiencing delays; iii) the vehicle upgrades 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); 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><u>January 30, 2016</u> April 30, 2016 July 30, 2016 October 30, 2016 January 29, 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>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p>
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Submit, at a minimum quarterly basis, pay requests and supporting documentation of expenses.	<u>January 30, 2016</u> April 30, 2016 July 30, 2016 October 30, 2016 January 29, 2017	Review backup documentation and proof of payment prior to approving pay request. Reimbursement should not exceed pro rata share.	ACHIEVED: <u>MM/DD/20YY</u>
Submit the Project Final Report to DLG within 90 days after the Project Completion or expiration of Grant Agreement.	January 29, 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.	ACHIEVED: <u>MM/DD/20YY</u>

QUARTERLY QUESTIONS

List Reimbursement Requests for the three months being reported on:		
<u>Month</u>	January	<u>Amount</u>
<u>Month</u>	January	<u>Amount</u>
<u>Month</u>	January	<u>Amount</u>
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

Date: _____	Original Grant CMS #: _____	Option Letter # _____	CMS Routing # _____
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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

By: Irv Halter, 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: _____
Janet Miks, CPA, Controller Delegate

Date: _____

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

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



To: Honorable Mayor and City Council

From: Nathan Lindquist, Planning Director

Date: November 11, 2015

Re: Tim Barnett appointment as regular Planning Commission member

With the election of former Planning Commissioner Dana Wood to City Council, a regular seat on the Planning Commission has opened up. Tim Barnett has been serving as an alternate member and requests Council approval to become a full voting member. Staff recommends approval of this request.



TO: Honorable Mayor and City Council

FROM: Jim Miller, Utility Director

DATE: November 18, 2015

RE: Tri-State (Electrical) Generation – Waste Evaluation Cost Recovery

Why are we discussing this topic tonight?

- The City has been approached by Tri-State (formerly Co-Generation) with regards to acceptance of hauled cooling tower wastewater for treatment and disposal at the Rifle Regional Water Reclamation Facility. Tri-State would initially like us to take 40,000 gallons during each event – 5 to 10 times a year.
- Tri-State must build capital facilities to treat this cooling water to stricter effluent standards applicable in 2017 for copper, haul their wastewater, or cease power production.
- The volume and frequency above represent the minimal amount of power production at the facility. The volume and frequency could expand as power production increases. Power production could be 29 times greater.
- Relative to domestic sewage, the cooling tower wastewater has a disproportionate larger share of copper, has phosphorous in the form of phosphates, and has salinity, all of which may pose a compliance concern for us now or in the future.
- Tri-state is a current City of Rifle water customer by an agreement but is located outside of the City and is several thousand feet from the sewer system.
- The City has a prohibition on the acceptance of cooling tower water.
- Consultant resources are necessary and desired to evaluate the risks, benefits, and costs associated with accommodating this waste in the time frame for Tri-State to make decisions.

- The Utility Department is proposing that a consulting engineer be engaged on a cost recovery basis with Tri-State paying for the evaluation.

Issues to be evaluated, include:

- Compliance with current regulations, specifically the copper effluent limitation and effluent toxicity.
- Compliance with future phosphorus limits associated with nutrient limitations.
- Coordination with, or compliance, with industrial pre-treatment regulations that may be on the horizon for the City.
- Determination of salinity impacts relative to a requested CDPHE waiver.
- Allocation of treatment plant capacity.
- Receiving facility capacity.
- Determination of costs and fees to charge Tri-State.

Action requested of Council:

- The Utility Department would like to engage a consulting engineer hired and paid by the City on a cost recovery basis with Tri-State participating in and paying for the evaluation.
- If Tri-State does not wish to proceed on this basis, then our response to Tri-State would be that the City is prohibited by its Municipal Code from accepting cooling tower wastewater.

CITY OF RIFLE
COST REIMBURSEMENT AGREEMENT

THIS COST REIMBURSEMENT AGREEMENT is entered into by and between the City of Rifle, Colorado, whose address is 202 Railroad Ave., Rifle, CO 81650 (hereinafter the "City") and Tri-State Generation and Transmission Association, Inc., whose address 1100 West 116th Ave., Westminster, CO 80234 (hereinafter "Tri-State").

WITNESSETH:

WHEREAS, the City is a Colorado home rule municipality organized under Article XX of the Colorado Constitution with the authority to provide sanitary sewer service; and

WHEREAS, Tri-State desires that the City provide the means for Tri-State to dispose of cooling tower wastewater at the Rifle Regional Water Reclamation Facility; and

WHEREAS, the City and Tri-State agree that consultant resources are necessary and desired to evaluate the risks, benefits, and costs associated with accommodating Tri-State's wastewater disposal within the timeframe required by Tri-State; and

WHEREAS, in order for the City to evaluate Tri-State's request, it must require reimbursement of its out-of-pocket costs; and

WHEREAS, the City Council of the City of Rifle and Tri-State desire to set forth their agreements and understandings concerning this matter.

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

1. Tri-State desires to undertake the following projects or activities involving the City or its wastewater treatment system:

- Assess risks/benefits of accepting cooling tower wastewater

2. The activity or project being undertaken by Tri-State will require the City to provide the following special services or incur the following costs:

- Engineering review and advice
- Legal review and advice

3. Tri-State agrees to pay the City in full for all special services provided or actual costs incurred by the City in relation to the project or activity described above on receipt of an itemized billing for those services from the City. All such amounts are due within thirty (30) days of the date of the bill, with interest on any overdue amounts to be assessed at one and one-half percent (1.5%) per month. In the event the City is forced to pursue collection of any

amounts due and unpaid under this provision, it shall be entitled to collect attorneys fees, filing, and recording fees incurred in such collection efforts in addition to the unpaid amounts due, plus interest.

4. The City specifically does not agree to act favorably on the application made by Tri-State in exchange for the reimbursement of the special fees set forth above.

5. This Agreement may be amended from time to time by amendments made by the parties in written form and executed in the same manner as this Agreement.

6. This Agreement shall be binding upon and inure to the benefit of the parties and their assigns and successors in interest.

7. If any covenant, term, condition, or provision under this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein.

IN WITNESS WHEREOF, the parties have executed this COST REIMBURSEMENT AGREEMENT on the day and year adjacent to their respective signatures.

CITY OF RIFLE, COLORADO

Date: _____

By: _____
City Manager

ATTEST:

City Clerk

TRI-STATE:

Date: _____

By: _____

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 33
SERIES OF 2015**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO,
SUPPORTING THE HEAL CITIES & TOWNS CAMPAIGN, A COOPERATIVE EFFORT
BETWEEN THE COLORADO MUNICIPAL LEAGUE AND LIVEWELL COLORADO,
AND RESOLVING TO IMPLEMENT POLICIES RELATED TO ACTIVE COMMUNITIES,
HEALTHY FOOD ACCESS AND WORKPLACE WELLNESS

WHEREAS, obesity has been identified by the Colorado Department of Public Health and Environment as one of ten winnable battles in Colorado; and

WHEREAS, the Colorado Municipal League's Vision Statement acknowledges the importance of sustaining strong, healthy and vibrant cities and towns; and

WHEREAS, in November 2012 the Colorado Municipal League Board of Directors entered into a memorandum of understanding with LiveWell Colorado to work collaboratively on the HEAL Cities & Towns Campaign; and

WHEREAS, LiveWell Colorado is a nonprofit organization committed to preventing and reducing obesity in the state by promoting healthy eating and active living in the places we live, work, learn and play; and

WHEREAS, 58 percent of Colorado adults and a quarter of our children are overweight or obese; and

WHEREAS, the adult obesity rate has doubled in Colorado since 1995 and, if trends continue, only 33 percent of Colorado adults will be a healthy weight by 2020; and

WHEREAS, Colorado ranks 23rd in the nation for childhood obesity, with the second-fastest rate of increase in the nation; and

WHEREAS, more children are being diagnosed with diseases linked to overweight and obesity previously seen only in adults, such as Type 2 diabetes and heart disease. The current generation of children are expected to have shorter lives than their parents due to the consequences of obesity; and

WHEREAS, the annual cost to Colorado—in medical bills, workers compensation and lost productivity— for overweight, obesity, and physical inactivity exceeds \$1.6 billion; and

WHEREAS, cities and towns have the ability to impact opportunities for healthy eating and active living; and

WHEREAS, the City of Rifle has already undertaken many projects to support healthy eating and active living.

NOW, THEREFORE, LET IT BE RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIFLE COLORADO that obesity is a serious public health threat to the health and well-being of adults, children and families in Rifle. While individual lifestyle changes are necessary, individual effort alone is insufficient to combat obesity's rising tide. Significant societal and environmental changes are needed to support individual efforts to make healthier choices. To that end, the following the City of Rifle resolves to implement the following:

I. Active Community

Rifle's planners, engineers, parks and recreation department and economic development staff responsible for the design and construction of parks, neighborhoods, streets, and business areas should make every effort to:

1. Plan and construct a built environment that encourages walking, biking and other forms of physical activity;
2. Address walking and biking connectivity between residential neighborhoods and schools, parks, recreational resources, and retail;
3. Revise comprehensive plans and zoning ordinances to increase opportunities for physical activity wherever and whenever possible, including complete streets policies, compact, mixed-use and transit-oriented development;
4. Include health goals and policies related to physical activity in the comprehensive plan update and specific area plans;
5. Identify neighborhoods in the community underserved by active living infrastructure and strategize methods to reach them.

II. Healthy Food Access

Rifle's planners, economic development staff and engineers responsible for the design of parks, neighborhoods, streets and business areas should make every effort to:

1. Facilitate the siting of healthy food retailers, community gardens or farms and farmers' markets in underserved communities to increase access to healthy food, including fresh fruits and vegetables;
2. Include health goals and policies in support of both healthy, local food production and healthy food retailing in the comprehensive plan update;
3. Revise and update relevant zoning code and other regulations to increase opportunities for access to healthy foods wherever and whenever possible, including allowing diverse revenue-generation on local farms, and allowing small farmers' markets, produce stands, and mobile vending.

III. Workplace Wellness

In order to promote wellness within Rifle, and to set an example for other businesses, the City of Rifle pledges to incorporate within our employee wellness policies actions that will:

1. Encourage active living and healthy eating in the workplace through actions such as providing healthy food options offered at city events, city sponsored meetings, served at city facilities and city concessions, and within city programs.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 18th day of November, 2015.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 25
SERIES OF 2015**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, REPEALING
CHAPTER 16, ARTICLE XVII OF THE RIFLE MUNICIPAL CODE
DEALING WITH THE REGIONAL SURFACE DRAINAGE CONNECTION
AND SURCHARGE.

WHEREAS, the of City of Rifle (the “City”) adopted Chapter 16, Article XVII of the Rifle Municipal Code imposing a Regional Surface Drainage Connection and Surcharge requiring that certain parcels of land connect to a regional drainage facility when developed and requiring a fee for the privilege of doing so; and

WHEREAS, the fee charged pursuant to Article XVII terminated on December 10, 2014; and

WHEREAS, the City Council therefore believes it is in the public interest to repeal Chapter 16, Article XVII in its entirety.

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. Article XVII of Chapter 16 of the Rifle Municipal Code is hereby repealed in full.

INTRODUCED on November 18, 2015, read by title, passed on first reading, and ordered published as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on December 2, 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