



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

City Hall
City Council Chambers
202 Railroad Avenue
Rifle, CO

Cablecast Live on
Comcast Channel 10

The City of Rifle will make reasonable accommodations for access to City services, programs, and activities and will make special communication arrangements for persons with disabilities. Please call (970) 625-6265 for assistance.

REGULAR MEETING

January 20, 2010

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

- 6:00 P.M. Hydraulic Fracturing and COGCC Responsibilities
(Kevin King, NW Area Engineering, COGCC)
- 6:30 P.M. Start Date for Municipal Service Fees (Matt Sturgeon)

**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
- A. Minutes from the January 6, 2010 Regular Meeting
 - B. Appointment of PRAB Members
 - C. 2009 Audit Engagement Letter
 - D. November Financial Report
 - E. November Sales Tax Report
 - F. Accounts Payable
- 7:08 p.m. 3. Citizen Comments and Live Call-In
(For issues NOT on the Agenda. Please limit comments to 3 minutes.)

- 7:11 p.m. 4. Action, if any, on Workshop Items (Mayor Lambert)
- 7:12 p.m. 5. Resolution 2-10: Census Update/Resolution of Support (Mike Braaten)
- 7:20 p.m. 6. Rifle Snowmobile Club Request for Parking Fee Waiver (Carleton Hoffmeister)
- 7:25 p.m. 7. Public Hearing: Watershed District Permit No. 1-10 (Bill Barrett Corporation Colorado River Watershed) (Jim Neu)
- 7:55 p.m. 8. Theatre Lease Extension (John Hier)
- 8:15 p.m. 9. First Reading of Ordinance 1-10: Utility Delinquency Notice Amendments (Jim Neu)
- 8:30 p.m. 10. Resolution 3-10: Authorizing the Codification of Section 6.10 of the Municipal Charter (Jim Neu)
- 8:40 p.m. 11. Contract for Performance Contracting (Mike Braaten)
- 9:00 p.m. 12. Change Order for Solar Installation at O&M Service Center (Dick Deussen)
- 9:10 p.m. 13. Change Order No. 13 RRWWRF (Charlie Stevens)
- 9:20 p.m. 14. Authorize City Manager to Execute Engagement Letter with Lee Leavenworth for Water Legal Services (John Hier)
- 9:30 p.m. 15. Administrative Reports
 - A. City Manager Report
 - B. Other Reports
- 9:40 p.m. 16. Comments from Mayor and Council

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

Next Regular Council Meeting: February 3, 2010 at 7:00 p.m.



RIFLE CITY COUNCIL MEETING

Wednesday, January 6, 2010

REGULAR MEETING

7:00 p.m. * Council Chambers

The regular meeting of the Rifle City Council was called to order at 7:03 p.m. by Mayor Keith Lambert.

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

OTHERS PRESENT: John Hier, City Manager; Matt Sturgeon, Assistant City Manager; Wanda Nelson, City Clerk; Jim Neu, Assistant City Attorney; Jim Bell, Cable 10; Michael Churchill, Cable 10; Rod Hamilton, Public Works Director; Dick Deussen, Engineer; Charlie Stevens, Utility Director.

CONSENT AGENDA

MINUTES FROM THE DECEMBER 18, 2009 REGULAR MEETING; RESOLUTION 1-10: POSTING PLACE FOR PUBLIC MEETINGS; ACCOUNTS PAYABLE

Mayor Lambert stated that the signature block on the minutes needed to be changed to reflect Mayor Pro Tem Miller's name. Mayor Lambert excused himself from voting on the minutes. Councilor Lambert moved to approve the Consent Agenda; seconded by Councilor Miller.

Roll Call: Yes – A. Lambert, Miller, Rice, Sanborn, Thompson, Winkler, K. Lambert

CITIZEN COMMENTS AND LIVE CALL-IN

There were no citizen comments or live call-ins.

DDA MURAL AGREEMENT

Councilor Sanborn excused herself from voting on this item. Mr. Hier explained that the DDA has commissioned two artists to paint three murals in the downtown. Funding comes from the DDA and Visitor Improvement Fund. Artist Jen Sanborn explained the murals will be painted in the WPA style. Councilor Miller moved to authorize the City Manager to sign the Agreement; seconded by Councilor Thompson.

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

AWARD OF SOLAR ELECTRIC INSTALLATION FOR JUSTICE CENTER AND PARKS MAINTENANCE FACILITY

Mr. Deussen noted this request is for Simplicity Solar, LLC to design, supply, install, and commission photovoltaic electric systems at the Justice Center and new Parks Maintenance Facility. The City received an \$87,500 grant from GNECI, and the remaining balance of the project will come from rebates through Xcel Energy. Six firms bid on the project. Councilor Miller moved to award the contract to Simplicity Solar, LLC in an amount not to exceed \$105,800; seconded by Councilor Sanborn.

Roll Call: Yes – A. Lambert, Miller, Rice, Sanborn, Thompson, Winkler, K. Lambert

APPROVAL OF UNI-DIRECTIONAL FLUSHING PROGRAM DESIGN AND IMPLEMENTATION

Mr. Stevens stated that the goal of this program is to systematically route water through the distribution system in a controlled fashion at velocities sufficient to remove sediments, biofilms and loose deposits. This will help with the taste, odor, and color-related issues within the distribution system. Councilor Lambert moved to authorize SGM to design and implement the Program in an amount not to exceed \$44,000; seconded by Councilor Rice.

Roll Call: Yes – A. Lambert, Miller, Rice, Sanborn, Thompson, Winkler, K. Lambert

ADMINISTRATIVE REPORTS

Mr. Hier reported on: snow removal; theatre agreement extension; local purchasing preference; noise ordinance amendment; all-hands meeting; Lion’s Club request to use Senior Center; upcoming meetings; applications for MMD’s; watershed assessment. Mr. Braaten will bring a resolution to the next Council meeting encouraging everyone to participate in the 2010 Census.

COMMENTS FROM MAYOR AND COUNCIL

HAPPY NEW YEAR!

Council wished everyone a very Happy New Year!

RIFLE BUCKS PROGRAM

Councilor Lambert stated that the business owners were very happy with the Rifle Bucks program and hope it continues.

UPCOMING CHAMBER EVENTS

Councilor Winkler reminded everyone about the upcoming Ice Fishing Tournament and the State of the Community luncheon.

EXECUTIVE SESSION: FOR DISCUSSION OF A PERSONNEL MATTER UNDER C.R.S. SECTION 24-6-402(2)(f), AND FOR CONFERENCE WITH THE CITY ATTORNEY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE ON SPECIFIC LEGAL QUESTIONS UNDER C.R.S. SECTION 24-6-402(4)(b)

Councilor Lambert moved to adjourn to Executive Session; seconded by Councilor Miller (7:47 p.m.).

Roll Call: Yes – A. Lambert, Miller, Rice, Sanborn, Thompson, Winkler, K. Lambert

Councilor Rice moved to adjourn from Executive Session; seconded by Councilor Lambert (9:20 p.m.).

Roll Call: Yes – A. Lambert, Miller, Rice, Sanborn, Thompson, Winkler, K. Lambert

Meeting adjourned at 9:20 p.m.

Wanda Nelson
City Clerk

Keith Lambert
Mayor



Date: January 13, 2010
To: John Hier, City Manager
From: Aleks Briedis, Recreation Director AB
RE: PRAB Member Appointments

Two Parks and Recreation Advisory Board members' terms expire at the end of January 2010. They are Jim Boone and Mildred Whitt. Staff advertised the board openings in the Citizen Telegram's public notice section, our Rec Roundup ad, Channel 10 and our web site and received two applications.

Jim Boone would like to be appointed for another term.

Justin Sims would like to become a board member.

Both have completed the application form and the forms are attached to this memo.

Mark Lapka's, Tom Stuver's and Ryan Mackley's (alternate) terms expire in January 2011. Chris Coffelt's, Christi Gray's and Ed Weiss's terms expire in January 2012.

Staff recommends appointing Jim Boone and Justin Sims to the Parks & Recreation Advisory Board with terms ending January 31, 2013.





Rifle Parks and Recreation Advisory Board Application 2010

Name Jim Boone

Address 1094 County Road 294

City Rifle State CO Zip 81650

Phone 625-3309 Other phone 6165-7902

E-mail jboone@garfieldre2.org bibjim2000@yahoo.com

Do you live within Rifle city limits? Yes No

Are you over the age of 55? Yes No

Please answer all questions. Attach additional sheets as necessary.

Why would you like to be on the advisory board?

Physical education, recreation and leisure are three very important aspects in my life. Because of this, I can bring a level of expertise in these areas. I feel that to be on the PRAB board is a very worthwhile and rewarding experience and makes a difference for the community.

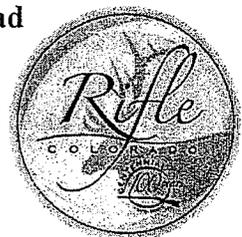
What can you bring to the board?

Having taught physical education and coached a variety of sports in the City of Rifle for the past 20 years, I feel I have much to offer in terms of what students, parents and the community members want and need for all ages as it relates to recreation and leisure.

What is your current involvement in Rifle's parks and recreation?

I have served on the parks and recreation board since its beginning. I have a good understanding of how the board works and the important process involved in decision making. It would be a great honor to continue to serve on this board.

Please return this form and attachments to Rifle Parks & Recreation, 202 Railroad Ave., Rifle, CO 81650 or abriedis@riflco.org by 5 PM, January 4th, 2010.



1/4/2010



Rifle Parks and Recreation Advisory Board Application 2010

Name Justin Sims

Address 424 West 27th st.

City Rifle State CO Zip 81650

Phone 970-319-4971 Other phone 970-319-5863

E-mail TylerLee2004@msn.com

Do you live within Rifle city limits? Yes No

Are you over the age of 55? Yes No

Please answer all questions. Attach additional sheets as necessary.

Why would you like to be on the advisory board?

To get involved in the P&R, I have two son's, one is active in Rifle programs. I am happy with them, just want to get involved.

What can you bring to the board?

Experience in the industry.

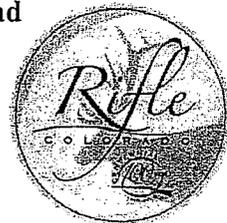
For younger with younger children, we spend a lot of time outdoors, utilizing Rifle's Park systems

What is your current involvement in Rifle's parks and recreation?

children in Programs

Our Family utilizes Rifle's Park System

Please return this form and attachments to Rifle Parks & Recreation, 202 Railroad Ave., Rifle, CO 81650 or abriedis@rifleco.org by 5 PM, January 4th, 2010.







MEMORANDUM

To: John Hier, City Manager
From: Charles Kelty, Finance Director *ck*
Date: January 13, 2010
Subject: 2009 Audit Engagement Letter

The 2009 Audit Engagement Letter received from Johnson, Holscher and Company, P.C. is submitted for your consideration. I would like to request Council's approval to sign this letter and return. The audit is proposed for an amount not to exceed \$12,250, which includes a 3.8% increase from the 2008 Audit fees. The on-site field - work is scheduled during the week of March 15, 2010. The audit reports will be issued no later than June 30, 2010.

If you have any questions or need further information, please let me know.



January 7, 2010

CITY OF RIFLE
P.O. BOX 1908
202 RAILROAD AVENUE
RIFLE, CO 81650

We are pleased to confirm our understanding of the services we are to provide the City of Rifle for the year ended December 31 2009. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the entity's basic financial statements, of the City of Rifle as of and for the year ended December 31, 2009. The following supplementary information accompanying the basic financial statements is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

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

1) Schedule of expenditures of federal awards.

Audit Objectives

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

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

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

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

Management Responsibilities

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

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

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

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

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

Audit Procedures—General

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

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or

misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

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

Audit Procedures—Internal Controls

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

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

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

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

Audit Procedures—Compliance

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

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

Audit Administration, Fees, and Other

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

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

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

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

We expect to begin our audit on approximately March 15, 2010 and to issue our reports no later than June 30, 2010. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$12,250. If a Single Audit is not required, the fee will be reduced to \$10,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2008 peer review report and letter of comment accompanies this letter.

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

Very truly yours,

Johnson, Holscher & Company, P.C.

RESPONSE:

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

By:

Title:

Date:



MEMORANDUM

To: John Hier, City Manager
From: Charles Kelty, Finance Director *ck*
Date: January 13, 2010
Subject: November 2009 Financial Reports

Attached are the financial reports for the eleven months ending November 30, 2009. Below are a few comments.

Page 1 **General Fund Revenues** – Total revenues are \$8,997,430, which compared to the prior year of \$10,187,649 is \$1,190,219 or 11.7% less. Sales Tax revenues were 24.8% less than budget and 23.7% less than the prior year. Building Use Tax was 78.1% less than budget and 88.5% less than the prior year, while Building permits were less than budget by 30.8% and 71.7% less than the prior year.

General Fund Expenditures – Total expenditures are \$9,118,605, which compares to the prior year amount of \$7,785,019 and is \$1,333,586 and 17.1% higher. Actual year-to-date expenditures compared to budget is 2.6% less than expected. All departments are under budget or within 0.3% of expectations, except Attorney, and In-house construction crew, which exceeds budget by 6.8% and 72.8% respectively. Operating Transfers is higher than budget by \$1,140,545, however the \$1,071,000 Capital Fund transfer made which City Council approved because of the Mineral and Severance dollars received earlier in the year.

Page 2 **Parks & Recreation Fund Revenues** – Total revenues are \$2,611,215, which compared to the annual budget of \$5,455,209 is 47.8% less than expected. However, the primary reasons for the decrease in revenues: Sales taxes were 24.5% less than budget and 23.7% less than the previous year; Building Use Tax was 78.4% less than budget and 88.5% less than the prior year.

Parks & Recreation Fund Expenditures – Expenditures are \$6,836,503, which compared to the annual budget of \$10,454,323 is 28.7% less than expected. However, Centennial Park construction has begun and therefore, expenditures will increase as the project progresses.

Page 3 **Water Fund Revenues** – Overall, revenues are \$2,851,795, which compared to the total annual budget of \$3,518,829 is 11.6% less than budget. Operating revenues are less than budget by 8.2%. Water rights revenues are 61.1% less than budget. Capital revenues are 19.4% less than budget.



Water Fund Expenses – Total expenses are \$3,069,681, which compared to the annual budget of \$3,954,465, is 15.3% less than expected. Operation and Maintenance expenses are 10.8% less than budget. Water rights expenses are 18.7% less than anticipated. Water System Improvements expenses are 23.2% less than expected.

Page 4

Wastewater Fund Revenue – Total revenues are \$3,021,727, which compared to the annual budget of \$3,396,307 is 2.9% less than budget. Operational revenues were 3.6% less than expected. Capital Revenues are 0.5% less than expected.

Wastewater Expenses – Total expenses are \$11,586,607, which compared to the annual budget of \$14,390,737 is 12.1% less than budget. Operating and Maintenance expenses are 25.1% less than expected while Sewer System Improvements are 8.6% less than anticipated.

Page 5

Sanitation Fund Revenues – Total revenues are \$522,664, which compared to the annual budget of \$542,500 is 5.1% higher than expected.

Sanitation Fund Expenses – Total expenses are \$434,204, which compared to the annual budget of \$553,770 is 14.4% less than expected.

Pages 6

Visitor Improvement Fund – Total revenues are \$167,249, which compared to the annual budget of \$300,001 is 39.1% less than expected. Total expenses are \$146,135, which compared to the annual budget of \$404,650 is 60.6% less than expected.

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2009

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
GENERAL REVENUES	9,784,933.00	536,319.71	8,997,430.19	787,502.81	10,187,649.05
TOTAL FUND REVENUE	9,784,933.00	536,319.71	8,997,430.19	787,502.81	10,187,649.05
 <u>EXPENDITURES</u>					
MAYOR/COUNCIL	77,961.00	4,191.54	55,265.01	22,695.99	62,976.66
CITY CLERK	187,369.00	11,012.99	140,852.61	46,516.39	171,147.84
MUNICIPAL COURT	204,520.00	13,206.91	144,335.94	60,184.06	168,257.70
CITY MANAGER	227,438.00	16,293.66	190,259.93	37,178.07	202,658.19
GOVERNMENT AFFAIRS	148,076.00	9,175.43	117,612.03	30,463.97	115,018.89
FINANCE	491,382.00	32,765.52	410,652.95	80,729.05	404,564.79
ATTORNEY	329,500.00	21,931.79	322,837.03	6,662.97	273,499.39
PLANNING/ZONNING	974,566.00	121,134.23	683,986.18	290,579.82	697,029.32
INFORMATION SERVICES	219,551.00	12,270.05	175,576.67	43,974.33	116,674.79
CITY HALL	184,332.00	12,728.69	126,421.66	57,910.34	141,763.66
GROUND AND FACILITY MAINT.	80,405.00	5,101.16	57,129.14	23,275.86	49,014.53
COMMUNITY ACCESS TV	133,869.00	7,726.23	95,031.33	38,837.67	114,965.82
POLICE	2,514,862.00	191,355.66	2,094,838.20	420,023.80	2,102,733.45
JUSTICE CENTER BLDG. OPERATION	400,948.00	143,197.32	367,266.88	33,681.12	306,226.06
BUILDING INSPECTIONS	306,974.00	21,008.75	254,372.76	52,601.24	243,283.63
STREETS	1,013,024.00	59,250.31	725,922.17	287,101.83	1,013,782.55
CONSTRUCTION CREW - INHOUSE	240,940.00	12,282.48	381,755.62	(140,815.62)	- 98,592.80
PUBLIC WORKS	352,525.00	18,209.31	216,979.05	135,545.95	252,462.30
ANIMAL SHELTER	102,090.00	7,737.13	90,032.43	12,057.57	74,289.30
CEMETERY O & H	109,523.00	5,993.12	60,512.60	49,010.40	69,257.21
SENIOR CENTER	433,328.00	25,233.26	365,798.53	67,529.47	272,518.87
NON DEPARTMENTAL	823,235.00	29,243.58	304,132.02	519,102.98	369,597.31
HOUSING AUTHORITY	101,618.00	5,023.78	46,489.43	55,128.57	84,702.18
OPERATING TRANSFERS OUT	550,000.00	1,271,000.00	1,690,545.00	(1,140,545.00)	380,000.00
TOTAL FUND EXPENDITURES	10,208,036.00	2,057,072.90	9,118,605.17	1,089,430.83	7,785,019.24
NET REVENUE OVER EXPENDITURES	(423,103.00)	(1,520,753.19)	(121,174.98)	(301,928.02)	2,402,629.81



CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2009

PARKS & RECREATION

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
PARKS AND REC REVENUE	5,455,209.00	151,762.51	2,611,214.56	2,843,994.44	6,169,341.08
TOTAL FUND REVENUE	5,455,209.00	151,762.51	2,611,214.56	2,843,994.44	6,169,341.08
 <u>EXPENDITURES</u>					
RECREATION	573,028.00	32,701.16	461,576.94	111,451.06	468,455.89
POOL	325,869.00	393.26	221,626.88	104,242.12	243,979.60
PARK MAINTENANCE	914,447.00	60,624.80	727,115.94	187,331.06	646,485.11
RIFLE MOUNTAIN PARK	.00	.00	.00	.00	71,291.51
PARKS CAPITAL	8,038,628.00	392,063.29	5,341,663.71	2,696,964.29	722,221.10
NON-DEPARTMENTAL	535,434.00	.00	23,179.00	512,255.00	14,224.00
OPERATING TRANSFER OUT	66,917.00	5,576.42	61,340.62	5,576.38	53,168.63
TOTAL FUND EXPENDITURES	10,454,323.00	491,358.93	6,836,503.09	3,617,819.91	2,219,825.84
NET REVENUE OVER EXPENDITURES	(4,999,114.00)	(339,596.42)	(4,225,288.53)	(773,825.47)	3,949,515.24

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CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2009

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WATER REVENUE	2,706,747.00	131,047.18	2,278,492.27	428,254.73	2,805,222.81
WATER RIGHTS REVENUE	70,187.00	16,042.17	25,042.48	45,144.52	165,643.86
CAPITAL REVENUE	741,895.00	24,817.77	548,260.41	193,634.59	1,056,260.39
TOTAL FUND REVENUE	3,518,829.00	171,907.12	2,851,795.16	667,033.84	4,027,127.06
<u>EXPENDITURES</u>					
WATER O&H	2,457,365.00	134,458.27	2,009,992.69	447,372.31	3,045,205.58
WATER RIGHTS	140,000.00	16,328.99	104,306.39	35,693.61	70,407.13
WATER SYSTEM IMPROVEMENTS	1,357,100.00	91,971.74	955,382.22	401,717.78	957,156.47
TOTAL FUND EXPENDITURES	3,954,465.00	242,759.00	3,069,681.30	884,783.70	4,072,769.18
NET REVENUE OVER EXPENDITURES	(435,636.00)	(70,851.88)	(217,886.14)	(217,749.86)	(45,642.12)

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2009

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WASTE WATER REVENUE	2,666,376.00	205,312.00	2,355,795.18	310,580.82	2,505,376.18
WASTE WATER REVENUE	729,931.00	65,497.64	665,931.56	63,999.44	2,410,148.52
TOTAL FUND REVENUE	3,396,307.00	270,809.64	3,021,726.74	374,580.26	4,915,524.70
 <u>EXPENDITURES</u>					
SEWER O&H	3,081,772.00	819,114.68	2,113,750.16	968,021.84	2,038,205.82
SEWER SYSTEM IMPROVEMENTS	11,308,965.00	(205,509.58)	9,472,856.53	1,836,108.47	12,555,553.77
TOTAL FUND EXPENDITURES	14,390,737.00	613,605.10	11,586,606.69	2,804,130.31	14,593,759.59
NET REVENUE OVER EXPENDITURES	(10,994,430.00)	(342,795.46)	(8,564,879.95)	(2,429,550.05)	(9,678,234.89)

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CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2009

SANITATION FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
SANITATION FUND	542,500.00	47,950.28	522,663.94	19,836.06	506,291.79
TOTAL FUND REVENUE	542,500.00	47,950.28	522,663.94	19,836.06	506,291.79
<u>EXPENDITURES</u>					
SANITATION	553,770.00	37,256.04	434,203.85	119,566.15	468,207.37
TOTAL FUND EXPENDITURES	553,770.00	37,256.04	434,203.85	119,566.15	468,207.37
NET REVENUE OVER EXPENDITURES (11,270.00)	10,694.24	88,460.09	(99,730.09)	38,084.42

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2009

VISITOR IMPROVEMENT FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
VISITOR IMPROVEMENT	300,001.00	9,590.83	167,248.51	132,752.49	175,142.47
TOTAL FUND REVENUE	300,001.00	9,590.83	167,248.51	132,752.49	175,142.47
<u>EXPENDITURES</u>					
VISITOR IMPROVEMENT	404,650.00	12,576.60	146,134.93	258,515.07	24,039.66
TOTAL FUND EXPENDITURES	404,650.00	12,576.60	146,134.93	258,515.07	24,039.66
NET REVENUE OVER EXPENDITURES	(104,649.00)	(2,985.77)	21,113.58	(125,762.58)	151,102.81

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MEMORANDUM

To: John Hier, City Manager
 From: Charles Kelty, Finance Director
 Date: January 13, 2010
 Subject: November 2009 Sales, Lodging, and Use Tax Report

Total Sales, Lodging, and Use Tax revenues for the eleven months ended November 30, 2009 are \$6,454,231 compared to an annual budget of \$9,832,461 or 28.3% less than budget and 29.2% less than the same period last year.

Sales and Lodging tax revenues are lower by 23% compared to the same period in 2008. The following categories are lower than last year: Bars and Restaurants - 15%, Car Parts and Sales - 23%, Food - 12%, General Retail - 20%, Hardware - 49%, Liquor Stores - 5%; Motels - 10%, Oil & Gas - 71%, Utilities - 14%, and Lodging Tax 4%. The following category is higher than last year Leasing/Miscellaneous - 109%.

**Sales Tax Report
 Prior Year Comparison**

Business Category	For Sales in November			Year-to-Date		
	2008	2009	% Change	2008	2009	% Change
Bars and Restaurants	\$ 67,999	\$ 40,443	-41%	\$ 747,342	\$ 638,898	-15%
Car Parts and Sales	49,039	29,027	-41%	493,501	380,585	-23%
Food	88,503	72,374	-18%	948,600	838,023	-12%
General Retail	301,392	190,515	-37%	2,969,798	2,362,149	-20%
Hardware	39,225	16,685	-57%	521,873	265,269	-49%
Liquor Stores	21,331	16,373	-23%	216,077	205,488	-5%
Motels	21,731	13,107	-40%	260,837	235,863	-10%
Oil & Gas	165,711	16,609	-90%	807,272	235,252	-71%
Leasing/Misc	3,689	3,582	-3%	86,840	181,438	109%
Utilities	35,776	39,647	11%	482,830	415,641	-14%
Lodging Tax	15,056	9,236	-39%	173,013	165,423	-4%
Total	\$ 809,452	\$ 447,599	-45%	\$ 7,707,984	\$ 5,924,029	-23%
Allocation to Funds:						
General Fund	\$435,193	\$240,148	-45%	\$4,127,873	\$3,154,729	-24%
Street Improvement	113,485	62,623	-45%	1,076,425	822,658	-24%
Rifle Information Center	18,748	10,345	-45%	177,825	135,903	-24%
Parks & Recreation	226,970	125,247	-45%	2,152,849	1,645,316	-24%
Lodging Tax	15,056	9,236	-39%	173,013	165,423	-4%
	\$809,452	\$447,599	-45%	\$7,707,984	\$5,924,029	-23%

Budget Comparison

Sales Taxes

Sales tax revenues are \$5,758,606 compared to an annual budget of \$8,324,091; 24.5% less than budget.

Fund	Annual Budget	YTD 11/30/09
General Fund	\$4,574,090	\$3,154,729
Street Improvement Fund	1,187,599	822,658
Rifle Information Center	183,570	135,903
Parks and Recreation Fund	2,378,832	1,645,316
Total Sales Tax	\$8,324,091	\$5,758,606

Lodging Taxes

Lodging tax revenues are \$165,423 compared to an annual budget of \$297,308; 39.3% less than budget.

Fund	Annual Budget	YTD 11/30/09
Visitor Improvement Fund	\$297,308	\$165,423

Building and Motor Vehicle Use Taxes

Use tax revenues are \$530,202 compared to an annual budget of \$1,211,062; 52.2% less than budget.

Fund	Annual Budget	YTD 11/30/09
General Fund	\$614,220	\$290,460
Street Improvement Fund	237,672	75,743
Rifle Information Center	37,119	12,513
Parks and Recreation Fund	322,051	151,486
Total Use Tax	\$1,211,062	\$530,202

GRAND TOTAL'S

Total Sales, Lodging, and Use Tax are \$6,454,231 compared to an annual budget of \$9,832,461; 28.3% less than budget.

Fund	Annual Budget	YTD 11/30/09
Grand Total's	\$9,832,461	\$6,454,231

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
1003	Action Shop Services, Inc	RI25905	Auger 2 man	01/07/2010	25.00		
		SI49404	BLADE CUTTING	12/11/2009	91.08		
		SI49450	BLADE ROTOR	12/16/2009	79.51		
		SI49467	BLADE ROTOR	12/17/2009	64.88		
		SI49523	Belt	12/21/2009	54.93		
		SI49654	ENGINE OIL	12/30/2009	9.40		
		SI49735	PROPANE FUEL	01/05/2010	16.91		
Total 1003					341.71	.00	
1009	B & B Plumbing, Inc	30474	REPAIRED BROKEN LINE	12/10/2009	3,345.71		
		30657	REPLACED ZONE VALVE	12/29/2009	282.50		
Total 1009					3,628.21	.00	
1018	Valley Lumber	27.97	Deck screws	01/07/2010	27.97		
		35735	NORTON CLOSER	12/16/2009	67.99		
		35760	Sc MDBD	12/16/2009	68.00		
		35957	PAINT AND SAND DISK	12/21/2009	19.55		
		36340	Makita Framing nailer	01/05/2010	249.25		
		36345	joist hanger	01/05/2010	1.89		
		36380	Hand tools	01/05/2010	153.27		
		36407	Rust stop	01/09/2010	257.19		
		36423	GAIV UNION	01/06/2010	19.54		
		36452	Deck screw	01/07/2010	27.97		
Total 1018					892.62	.00	
1022	Central Distributing Co	818143	CLEANING SUPPLIES/CITY HALL	12/16/2009	216.58		
		818973	KLEENEX, TRASH BAGS	12/23/2009	281.27		
		818981	CLEANING SUPPLIES	12/23/2009	123.68		
		819192	rags	12/23/2009	37.44		
		819522	ICE FIGHTER	12/30/2009	119.66		
		819535	CLEANING SUPPLIES/PARK MAINT	12/30/2009	115.09		
		820000	LYSOL	01/04/2010	56.75		
		820206	CLEANING PRODUCTS	01/06/2010	110.90		
		820210	SUPPLIES/sr center	01/06/2010	252.65		
		820222	ICE FIGHTER	01/06/2010	95.04		
Total 1022					1,409.06	.00	
1045	Colo Mtn College	746670	MICROSOFT OFFICE WORKSHOP	12/16/2009	150.00		
Total 1045					150.00	.00	
1055	Columbine Ford, Inc	97695	LAMP ASSY	12/31/2009	76.52		
Total 1055					76.52	.00	
1065	Dodson Engineered Products Inc	135781	THRUST WASHER	11/30/2009	7.86		
		135951	THRUST WASHER	12/09/2009	23.58		
Total 1065					31.44	.00	
1070	Federal Express Corp	9-452-02606	UTILITIES/ BILL FLASH	12/31/2009	19.71		
			UTILITIES/ BILL FLASH		19.71		
			UTILITIES/ BILL FLASH		19.71		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 1070					59.13	.00	
1076	Garfield County Landfill	09-00000516	Landfill	12/31/2009	12,198.82		
Total 1076					12,198.82	.00	
1100	Leavenworth & Karp, P.c.	17218	LEGAL FEES/ANTERO WATERSHED PE	12/31/2009	396.00		
		17219	LEGAL FEES/Mamm Creek Water Permit	12/31/2009	44.00		
		17220	LEGAL FEES/BLACK DIAMOND WATER	12/31/2009	44.00		
		17221	LEGAL FEES/Beaver Creek Gas Pipeline	12/31/2009	528.00		
		17222	LEGAL FEES/BILL BARRETT CORP	12/31/2009	616.00		
		17223	LEGAL FEES/WILLIAMS WATERSHED F	12/31/2009	699.98		
		17224	LEGAL FEES/non planning	12/31/2009	5,760.51		
		17225	URA	12/31/2009	481.00		
		17226	LEGAL FEES/planning	12/31/2009	407.00		
		17227	LEGAL FEES/Runway expansion AIP 17	12/31/2009	166.50		
		17228	LEGAL FEES/WATER&WATER RIGHTS	12/31/2009	3,625.00		
		17229	LEGAL FEES/AIRPORT LAND PARTNEF	12/31/2009	1,466.50		
		17230	LEGAL FEES/FARM ANNEX	12/31/2009	13.50		
		17231	LEGAL FEES/PIONEER MESA	12/31/2009	418.00		
		17232	LEGAL FEES/WHITERIVER	12/31/2009	307.00		
		17233	QUEEN'S CROWN	12/31/2009	374.00		
			QUEEN'S CROWN		1,822.00		
		17235	LEGAL FEES/SUMMIT CUP	12/31/2009	308.00		
		17236	LEGAL FEES/UMPTRA	12/31/2009	1,239.50		
		17237	LEGAL FEES/PARKS & REC	12/31/2009	203.50		
		17238	LEGAL FEES/SEWER FUND	12/31/2009	112.00		
Total 1100					19,031.99	.00	
1105	Meadow Gold Dairies	50202219	DAIRY PRODUCTS/SENIOR CTR	01/07/2010	48.28		
Total 1105					48.28	.00	
1106	Micro Plastics Inc	79206	RIFLE BUCKS	12/21/2009	25.00		
		79289	VINYL SIGNS	12/24/2009	55.00		
Total 1106					80.00	.00	
1110	Napa Auto Parts	073903	BATTERY	12/14/2009	130.69		
		074031	CORE DEPOSIT	12/14/2009	15.00		
		074365	defogger repair kit	12/16/2009	15.19		
		074456	COUPLER	12/16/2009	67.06		
		074529	START FL	12/17/2009	12.06		
		074541	CHAIN LINK - ROLLER	12/17/2009	4.99		
		074549	defogger repair kit	12/17/2009	15.19		
		074639	SPARK PLUG	12/17/2009	15.55		
		074773	MARK LAMP	12/18/2009	28.69		
		075431	BARE STUB PMP	12/22/2009	514.00		
		075538	Gear lub	12/23/2009	101.19		
		075842	SAFETY LIGHT	12/28/2009	53.34		
		075844	PLUG	12/28/2009	10.77		
		075960	SCREW	12/28/2009	.34		
		076019	CARTRIGE FILTER	12/29/2009	50.22		
		076723	ICE SCAPER	01/04/2010	9.69		
		076743	AIR HOSE	01/04/2009	97.69		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 1110					1,111.66	.00	
1111	Neve's Uniforms, Inc	LN-214598	PRIMERS/TRAINING EQUIPMENT	12/22/2009	1,889.00		
		NE2686	UNIFORM /PD	12/18/2009	156.89		
Total 1111					2,045.89	.00	
1118	Parts House	S435608	XMW	12/22/2009	.51		
		S435707	ATF	12/28/2009	48.96		
Total 1118					49.47	.00	
1132	Rifle Lock & Safe	29338	KEY DUPLICATES	11/05/2009	3.50		
		29452	DND KEYS	12/21/2009	9.00		
		29473	DOOR LOCKS @ THEATRE	12/29/2009	220.80		
Total 1132					233.30	.00	
1138	Schmueser/Gordon/Meyer, Inc	140/001	PHASE 001	12/22/2009	310.00		
		140/299	PHASE 299	12/22/2009	1,615.00		
		140/371	PHASE 371	12/22/2009	67.50		
		140/417	PHASE 417/centennial park	12/22/2009	2,317.50		
		140/427A	PHASE 427A	12/22/2009	227.50		
		140/427B	PHASE 427B	12/22/2009	3,035.00		
			PHASE 427B		1,917.14		
		140/427E	PHASE 427e	12/22/2009	782.50		
		140/427G	PHASE 427G	12/22/2009	390.00		
		140/431	PHASE 431	12/22/2009	77.50		
		140/436	PHASE 436	12/22/2009	852.50		
		140/451	PHASE 451	12/22/2009	623.75		
		140/453	PHASE 453	12/22/2009	1,550.00		
		99055F-2	RIFLE WWTP COMPOSTING FACILITY	12/21/2009	1,472.50		
		99055G-25	PO #56 OBSERVATION OF WWTF CON	12/29/2009	27,701.98		
Total 1138					42,805.37	.00	
1143	Swallow Oil Company	12/15/09	DIESEL /FLEET	12/15/2009	7,153.84		
		12/31/09	UNLEAD/FLEET	12/31/2009	4,997.38		
Total 1143					12,151.22	.00	
1170	Club 20	11/30/09	2010 MEMBERSHIP DUES	11/30/2009	700.00		
Total 1170					700.00	.00	
1180	Forensic Science Consultants	11252009	DRUG TESTING	11/25/2009	121.00		
Total 1180					121.00	.00	
1181	Garfield Steel & Machine, Inc	00069493	FLAT BAR	12/17/2009	45.08		
		00069494	ROUND BAR, PIPE	12/17/2009	20.51		
		00069541	Square tube	12/22/2009	60.48		
		00069674	PIPE & PIPE FITTINGS	01/07/2010	194.07		
Total 1181					320.14	.00	
1188	Jean's Printing	100010	BUDGET BOOKS	01/04/2010	667.33		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 1188					667.33	.00	
1197	Mountain Equipment	74608	Hotsy Power Washer and Accessories	12/21/2009	3,135.00		
Total 1197					3,135.00	.00	
1249	Berthod Motors Inc	140204	SEAT	11/13/2009	418.87		
		140617	TIE ROD END, BOOT	12/09/2009	213.90		
Total 1249					632.77	.00	
1258	Hach Company	6525313	DOCKING STATION	12/11/2009	124.00		
		6549963	iron reagant	01/04/2010	75.53		
Total 1258					199.53	.00	
1297	Western Slope Trailer Sales	30699	MARKER FLAG	01/06/2010	18.95		
Total 1297					18.95	.00	
1300	Kois Brothers Equip Co	84441	COMPRESSION ARM ASSY	12/08/2009	586.99		
		84442	COMPRESSION ARM ASSY	12/08/2009	730.67		
		84576	SNOWPLOW MARKER	12/16/2009	65.60		
Total 1300					1,383.26	.00	
1339	Grand Junction Pipe & Supply	C2312252	NOZLE, WRENCH, NUT	11/30/2009	859.36		
		C2312253	HYD REPAIR PARTS	11/30/2009	76.93		
		C2312468	HYDRANT REPAIR PARTS	12/04/2009	186.64		
		C2312653	sch 40 PIPE	12/15/2009	14.04		
		C2312814	PVC BUSHING, CHECK VALVE	12/23/2009	50.72		
		C2312815	UPPER HYDRANT STEM	12/23/2009	85.59		
		C2312817	CHECK VALVE	12/23/2009	14.38		
		C2312936	RoCK ENCLOSURE	01/05/2010	1,452.92		
Total 1339					2,740.58	.00	
1343	Pitney Bowes - Purchase Power	752187	RENTAL CHARGE FOR PSD	01/03/2010	368.00		
Total 1343					368.00	.00	
1348	Grand Tunnel Ditch Co.	12/2009 A	52.72 MINERS INCHES OF WATER	12/31/2009	330.46		
		12/2009 B	107.40 MINERS INCHES OF WATER	12/31/2009	583.21		
		12/2009 C	4.35 MINERS INCHES OF WATER	12/31/2009	27.27		
		12/2009 D	40 MINERS INCHES OF WATER	12/31/2009	250.73		
Total 1348					1,191.67	.00	
1443	Orkin Pest Control	1722007 2010	ANNUAL PEST CONTROL/SR CENTER	01/01/2010	675.00		
Total 1443					675.00	.00	
1460	Western Colorado Electrical	4397	RO SKID ELECTRICAL	12/30/2009	412.50		
Total 1460					412.50	.00	
1487	Hepworth-pawlak Geotech. Inc	0109767	TESTING OF MATERIALS FOR RRWWR	12/31/2009	902.30		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 1487					902.30	.00	
1560	Applied Concepts,inc	182978	STALKER MOVING FASTEST DISPLAY/I	12/15/2009	65.00		
Total 1560					65.00	.00	
1692	A-1 Traffic Control	25516	CONSTRUCTION SIGN	12/18/2009	306.00		
Total 1692					306.00	.00	
1734	United Companies	734710	3/8" CHIPS - ICE SLICER	12/12/2009	2,178.71		
		736054	ICE SLICER	12/26/2009	3,376.36		
		736310	1/2: ASPHALT	12/30/2009	457.56		
Total 1734					6,012.63	.00	
1768	Faris Machinery Company	G19223	mirror,lens	12/15/2009	68.90		
		G19238	CUTTING EDGE	12/23/2009	1,027.65		
		G19249	CUTTING EDGES	12/22/2009	1,169.58		
Total 1768					2,266.13	.00	
1806	CDMS INC	7974	DSL ACCESS/POOL	01/01/2010	17.95		
			DSL ACCESS/CE		17.95		
Total 1806					35.90	.00	
1830	Grand Valley Foods	105284	FOOD PRODUCT/SR CENTER	12/22/2009	433.27		
		105403	FOOD/SR CENTER	12/30/2009	771.15		
		105493	FOOD PRODUCT/SR CENTER	01/08/2010	557.57		
Total 1830					1,761.99	.00	
2021	Gmco Corporation	24645	FREEZEGARD	12/18/2009	34.10		
Total 2021					34.10	.00	
2139	CDW Government, Inc	QSN3699	SINGLS PATCH BLK	11/03/2009	4.00		
		RCP9832	RETURNED BLACK BOX	12/09/2009	216.00		
		RDC4684	Printer/parks	12/11/2009	610.29		
		RDX3096	BLACK BOX	12/16/2009	324.00		
Total 2139					722.29	.00	
2149	Dell Marketing L.p.	990479176P	COMPUTER SOFTWARE, SUUPPLIES	12/16/2009	1,328.66		
		990483137P	63" PLASMA MONITOR	12/16/2009	4,217.98		
		XDK37JF82	PRIMARY BATTERY	12/10/2009	155.99		
Total 2149					5,702.63	.00	
2159	Lab Safety Supply Inc	1014702157	UTILITY CART	12/28/2009	359.19		
Total 2159					359.19	.00	
2169	Information Systems Consulting	0049657-IN	CCM ERRORS	12/14/2009	555.00		
		0049728-IN	RENEWAL SMARTNET	12/17/2009	1,739.70		
		0049756-IN	uCSS UNITY	12/15/2009	214.20		
		0049867-IN	CALL HANDLER ASSITANCE	12/29/2009	92.50		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
		0049885-IN	CONFIGURE A CALL HANDLER	12/30/2009	92.50		
		0049888-IN	CONFIGURE PORT	12/30/2009	92.50		
Total 2169					2,786.40	.00	
2181	Nalco Chemical Company	94919625	ULTRION	12/03/2009	1,978.90		
Total 2181					1,978.90	.00	
2208	Amerigas	613-256242A	PRPANEWATER	12/16/2009	587.69		
		613-256326A	PROPANE/CE	12/18/2009	185.03		
		613-256866A	PROPANEWATER	12/29/2009	430.47		
Total 2208					1,203.19	.00	
2240	Northern Tool & Equipment Co	21083014	Tools	12/17/2009	263.06		
Total 2240					263.06	.00	
2302	Tokay Software	R97012229	annual support/backflow prevention softwa	12/23/2009	390.00		
Total 2302					390.00	.00	
2405	Glenwood Radiator Co	4998	WW TRUCK PLOW REPAIR	12/24/2009	364.12		
Total 2405					364.12	.00	
2412	B&h Photo - Video, Inc	40324782	SONY DVD tapes	12/10/2009	83.55		
Total 2412					83.55	.00	
2540	Walker Electric	3345	ADD LIGHTS TO O&M BUILDING	12/23/2009	710.80		
		3346	EXTERIRO GFIS	12/23/2009	387.65		
		3353	WIRE COMPRESSOR	01/05/2010	1,905.11		
Total 2540					3,003.56	.00	
2543	Airgas Intermountain, Inc	311535-00	MIG WIRE, MIG TIPS	12/04/2009	142.34		
Total 2543					142.34	.00	
2573	Mountain West Office Products	235790I	PLANNER refills	12/15/2009	7.13		
		236136	PLANNER	12/09/2009	35.29		
		236636	STAMP	12/15/2009	23.45		
		236637	AP STAMP	12/18/2009	27.95		
		236658	RETURN PLANNER	12/17/2009	26.49		
		236714I	OFFICE SUPPLIES	12/17/2009	313.41		
		236715I	PLANNER	12/17/2009	33.40		
		236716I	WALL CALENDAR	12/17/2009	256.15		
		236765I	BINDER	12/21/2009	15.07		
		236766I	PLANNER	12/21/2009	27.29		
		236977I	OFFICE SUPPLIES	12/22/2009	24.76		
			OFFICE SUPPLIES		73.07		
			OFFICE SUPPLIES		24.32		
			OFFICE SUPPLIES		35.62		
		237170I	ADDING MACHINE ROLLS	12/23/2009	71.38		
		237233	Toner	12/23/2009	81.99		
		237241I	ADVIL	12/24/2009	54.12		
		237264	PORTABLE FILE	12/24/2009	21.49		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
		237465	BUSINESS CARDS	12/31/2009	81.96		
		2375971	OFFICE SUPPLIES	01/05/2010	438.53		
		2375991	BINDERS 3-RING	01/05/2010	253.62		
		2376021	FOLDER.	01/06/2010	29.79		
		237684	RETURN BINDERS	01/07/2010	134.16 -		
		2377861	BINDERS, STAPLER	01/07/2010	22.06		
		237856	BINDER	01/07/2010	134.16		
		237857	BINDER	01/07/2010	145.34 -		
Total 2573					1,780.02	.00	
2690	Down Valley Septic & Drain LLC	DEC00005	20 YD ROLL OFF/CE	12/31/2009	200.00		
Total 2690					200.00	.00	
2803	ALL TEMP SERVICES	23008GTR	CONDENSATE PUMP	12/31/2009	176.21		
		23011GTR	REPAIR ICE MACHINE	01/07/2010	101.30		
Total 2803					277.51	.00	
2820	Colo Rural Water Association	6622	2010 ANNUAL MEMBERSHIP DUES	12/24/2009	400.00		
Total 2820					400.00	.00	
2824	Afiac	906170ER	SERVICE FEE	12/15/2009	135.00		
Total 2824					135.00	.00	
2846	Colo Mtn News Media	4331000	ORD #33	12/31/2009	455.25		
		4331038	ORD #33	12/31/2009	235.21		
		4379529	WASTE WATER SUPERVISOR	12/31/2009	655.12		
		4386012	GPI MEETING	12/31/2009	14.67		
		4436524	ORD #37	12/31/2009	28.34		
		4436562	RESOLUTION # 29	12/31/2009	31.37		
		4436612	RESOLUTION #25	12/31/2009	43.52		
		4436668	RESOLUTION #26	12/31/2009	27.83		
		4436702	ORD # 39	12/31/2009	34.41		
Total 2846					1,525.72	.00	
3083	ALSCO	.GRA 794547	work shirts and pants	01/05/2010	21.89		
		LGRA784840	LAUNDRY	12/15/2009	42.57		
		LGRA788045	LAUNDRY	12/22/2009	38.55		
		LGRA788050	work shirts and pants	12/22/2009	21.89		
		LGRA791307	LAUNDRY	12/29/2009	40.87		
		LGRA791313	work shirts and pants	12/29/2009	21.89		
		LGRA794542	LAUNDRY	01/05/2010	41.93		
		LGRA797723	LAUNDRY	01/12/2010	41.11		
Total 3083					270.70	.00	
3085	Insta Chain, Inc	23030	CREDIT/REFUND CHAIN WHEEL	12/10/2009	341.02 -		
		23031	CREDIT/REFUND CHAIN WHEEL	12/10/2009	217.06 -		
Total 3085					558.08 -	.00	
3156	Superwash Of Rifle	2025 12/09	CAR WASH/PD	12/09/2009	98.32		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 3156					98.32	.00	
3178	Hanson Equipment,inc	219559	MOTOR, PUMP	12/23/2009	146.52		
Total 3178					146.52	.00	
3251	Mountain Communications And El	202776	REPROGRAM RADIOS	12/17/2009	300.00		
		202833	GRASS MESA RENTAL	01/01/2010	250.00		
Total 3251					550.00	.00	
3347	V.i.p. Services	26708	TRASH REMOVAL SERVICES/DDA	12/01/2009	140.00		
Total 3347					140.00	.00	
3389	Sandy's Office Supply Inc	835849	office supplies	12/29/2009	132.02		
		836308	office supplies	12/30/2009	9.96		
		836310	office supplies	12/30/2009	24.38		
		836313	PURIFIED WATER	12/30/2009	19.47		
Total 3389					185.83	.00	
3446	Staples Business Advantage	8014167978	TONER, OFFICE SUPPLIES	12/05/2009	269.75		
Total 3446					269.75	.00	
3692	Miox Corporation	56695	HYDRAULIC LIFT CELL DOOR	12/15/2009	111.80		
		56717	ASSEMBLY	12/18/2009	486.36		
Total 3692					598.16	.00	
3707	Interstate Battery System Inc	22028044	MT-59, MTP-65	12/16/2009	256.85		
Total 3707					256.85	.00	
3719	Columbine Restaurant	12302009	CHRISTMAS EMPLOYEE DINNER	12/30/2009	3,478.00		
Total 3719					3,478.00	.00	
3771	Waste Management Inc	31312-1185-5	RMP SANITATION REMOVAL/RMP	01/01/2010	14.54		
Total 3771					14.54	.00	
3847	Drive Train Industries Inc	04 518278	FILTER	12/23/2009	95.26		
		04 518442	FIRST AID SUPPLIES	12/30/2009	236.14		
Total 3847					331.40	.00	
3860	Output Services Inc	INV73349	2010 TAX BOOKLETS	12/14/2009	928.68		
Total 3860					928.68	.00	
4021	Rifle Equipment Inc	RA 001158	RENTAL	12/30/2009	285.00		
		RI001433	SCISSORLIFT	01/04/2010	285.00		
Total 4021					570.00	.00	
4119	Air Compressor Services	20987	VEHICLE LIFT INSTALL	12/30/2009	982.50		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 4119					982.50	.00	
4141	True Brew Coffee Service	123483	COFFEE	12/11/2009	101.19		
		123584	COFFEE/PARKS	12/15/2009	32.34		
		123848	COFFEE	12/24/2009	37.68		
		123849	COFFEE/PARKS	12/24/2009	123.21		
Total 4141					294.42	.00	
4179	G-neil	1255034	BIRTHDAY CARDS/CITY CLERK	12/29/2009	141.55		
Total 4179					141.55	.00	
4181	Crown Awards	31002705	TROPHIES	12/11/2009	185.30		
Total 4181					185.30	.00	
4207	Radio Shack	10121403	Droid eris	12/16/2009	14.99		
		10121941	DECK	12/29/2009	24.99		
Total 4207					39.98	.00	
4373	Rifle Electric Inc	1709	REPAIR ELECTRICAL AT VALLEY LUME	01/04/2010	977.50		
			REPAIR ELECTRICAL AT METRO PARK		281.46		
Total 4373					1,258.96	.00	
4406	Rifle Creek Stone Inc	22442&22444	CHIP 3/8"	11/23/2009	630.43		
		22474	ROAD BASE	12/01/2009	118.10		
		22492&22493	ROAD BASE	12/03/2009	152.15		
Total 4406					900.68	.00	
4435	Mountain Powersports	132918	SPECIAL ORDERS	11/20/2009	115.48		
Total 4435					115.48	.00	
4443	Moore Wallace	745781042	W-2 & 1099 forms/finance	12/18/2009	330.24		
Total 4443					330.24	.00	
4463	United States Plastic Corp	2525962	PVC	12/17/2009	231.03		
Total 4463					231.03	.00	
4630	Kirkman, Ula	33	PERFORMANCE/SR CENTER	12/22/2009	75.00		
Total 4630					75.00	.00	
4667	Csk Proshop	40300174777	MECH TOOL SET	01/04/2010	99.99		
		40300174821	HAND TOOLS	01/04/2010	68.12		
Total 4667					168.11	.00	
4728	Garfield County Public Health	1060	HEP A HEP B SHOTS/PD	01/04/2010	80.00		
			HEP SHOTS/TAYLOR		55.00		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 4728					135.00	.00	
4771	Walker Jan	5	PIANO PLAYING	12/17/2009	80.00		
Total 4771					80.00	.00	
4796	Mountain Air Mechanical Hvac	10626	REPAIRED UNIT HEATER	12/16/2009	375.95		
		10634	REPAIR FURNACE	12/16/2009	94.95		
		10691	REPAIRED UNIT HEATER	12/23/2009	94.95		
Total 4796					565.85	.00	
4811	United Site Services Inc	103-18363	PORTABLE RESTROOMS/METRO PAR	12/21/2009	65.00		
		103-18364	PORTABLE RESTROOM/RMP HOST CA	12/21/2009	65.00		
Total 4811					130.00	.00	
4926	Ge Capital	53181217	SHARP COPIERS/ FINANCE SHARP COPIERS/ PD	12/20/2009	216.47 359.22		
Total 4926					575.69	.00	
4964	Western Petroleum Co	Q8313	OIL/FLEET	12/10/2009	505.40		
		Q8339	OIL/FLEET	12/14/2009	137.60		
Total 4964					643.00	.00	
5053	Rifle Economic Development Cor	13	2010 MEMBERSHIP	01/08/2010	200.00		
Total 5053					200.00	.00	
5055	DPA Architectural Group	1608	Architectural Design \Park Maint Facility	11/13/2009	1,437.43		
Total 5055					1,437.43	.00	
5181	FRED'S HARDWARE	10007/2	Foam sealant	12/10/2009	24.61		
		10071/2	Load count sheets	12/15/2009	29.95		
		10077/2	Return pipe heat cable	12/15/2009	34.99		
		10108/2	Filter	12/17/2009	8.18		
		10131/2	Water box	12/18/2009	11.49		
		10214/2	Safety vest	12/28/2009	27.30		
		10224/2	CORD	12/28/2009	285.95		
		10230/2	Light set	12/29/2009	33.00		
		10231/2	Drum liner	12/29/2009	6.16		
		10233/2	DOOR JAM	12/29/2009	28.98		
		10237/2	Pipe and pipe fittings	12/29/2009	55.58		
		10250/2	ice melt	12/30/2009	102.96		
		10251/2	vinyl tubing	12/30/2009	88.27		
		10255/2	PVC Coupling	12/30/2009	4.28		
		10256/2	4" DOOR HANDLE PRO WOOD	12/30/2009	37.98		
		10289/2	Snow shovel	01/05/2010	22.70		
		10291/2	SWING HAMMER HOLDER	01/05/2010	5.49		
		10292/2	Paint supplies	01/05/2010	12.86		
		10293/2	brass ball valve	01/05/2010	6.34		
		10303/2	Potato hook	01/06/2010	55.98		
		10313/2	FASTNER MISC	01/06/2010	10.70		
		10329/2	Pipe and pipe fittings	01/07/2010	27.12		
		10334/2	Power tool switch	01/07/2010	12.80		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
		10367/2	Paint supplies	01/11/2010	8.54		
		10369/2	brass coupling	01/11/2010	1.49		
		10375/2	Caster, knob, door sweep	01/11/2010	25.36		
		10401/2	Paint supplies	01/12/2010	20.79		
		9913/2	Extension cords	12/03/2009	10.45		
		9924/2	tube adapter	12/04/2009	19.76		
		9960/2	Misc fastners	12/07/2009	3.34		
		9971/2	Heat cable	12/08/2009	34.99		
Total 5181					988.41	.00	
5189	UPBEAT, INC.	INV0095829	WET FLOOR SIGN	11/12/2009	299.04		
Total 5189					299.04	.00	
5191	STANEK CONSTRUCTORS, INC.	PAY APP 26	CONSTRUCTION OF WW RECLAMATIO	01/12/2010	416,648.50		
Total 5191					416,648.50	.00	
5253	FASTENAL	CORIF28895	gloves	12/25/2009	60.58		
Total 5253					60.58	.00	
5277	Transwest	4293500030	ALARMSTAT, SENSOR	12/16/2009	92.86		
Total 5277					92.86	.00	
5384	MOUNTAIN HIGH PAINT	5287	PAINT AND PAINT SUPPLIES	01/11/2010	76.59		
		5288	PAINT AND PAINT SUPPLIES	01/11/2010	10.11		
Total 5384					86.70	.00	
5477	WESTERN FOOD BANK OF THE R	AO-128034	SENIOR CENTER/PROGRAM # A0226-1	10/15/2009	3.78		
Total 5477					3.78	.00	
5503	JAY-MAX SALES	184064	RAGS	11/24/2009	33.00		
		184590	BRAKLEEN	12/15/2009	52.66		
		184700	RAGS	12/22/2009	17.50		
Total 5503					103.16	.00	
5519	CHOMP'S DELI	1	MEALS FOR COURT MEALS FOR MEETINGS	01/07/2010	35.46 60.85		
Total 5519					96.31	.00	
5600	BIG IRON TIRE SERVICE LLC	7680	SERVICE CALL/ 1002	12/23/2009	220.00		
Total 5600					220.00	.00	
5613	SunEdison, LLC/pump station	71001002780	PUMP STATION #1	01/04/2009	1,366.44		
Total 5613					1,366.44	.00	
5616	Warehouse Rack.com	QTE136726	Rack components, ladders, flammable cat	10/28/2009	10,032.69		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 5616					10,032.69	.00	
5648	REDI SERVICES, INC	0019108	PORTABLE RESTROOMS	12/15/2009	38.00		
Total 5648					38.00	.00	
5670	Thon, Bob	2141	Piano Playing/Sr Cntr	01/03/2010	40.00		
Total 5670					40.00	.00	
5677	Sanborn Mapping Company	OS00002837	Aerial Imagery Acquisition and Survey Cor	12/18/2009	11,868.45		
Total 5677					11,868.45	.00	
5748	CTL THOMPSON	300854	PHASE 305 EXCAVATION OBSERVATIC	12/29/2009	155.00		
Total 5748					155.00	.00	
5810	HARRINGTON INDUSTRIAL PLAST	00892866	1" VALVE BALL	12/18/2009	602.78		
Total 5810					602.78	.00	
5811	GREEN PROVENCE	055-0040140	ICE MELT	11/19/2009	1,070.43		
		055-0040141	ICE MELT	12/18/2009	1,071.00		
Total 5811					2,141.43	.00	
5827	MWH Laboratories	L0019895	RPS	12/21/2009	250.00		
Total 5827					250.00	.00	
5833	SunEdison, LLC/SunE U6 holding	81001002779	energy innovation center/DEC SERVICES	01/04/2010	3,587.54		
Total 5833					3,587.54	.00	
5842	Interstate All Battery Center	20574313	PANASONIC	12/16/2009	100.00		
Total 5842					100.00	.00	
5846	Mesa County Health Department	1076-0+	Water Testing	12/15/2009	20.00		
		1077-09	Water Testing	12/15/2009	20.00		
		1078-09	Water Testing	12/15/2009	20.00		
		1079-09	Water Testing	12/15/2009	20.00		
		1080-09	Water Testing	12/15/2009	20.00		
Total 5846					100.00	.00	
5850	TIMBERLINE POOL & SPA LLC	505	CHLORINE TABS	12/21/2009	154.35		
Total 5850					154.35	.00	
5858	Bost Roofing	410	Theatre Roof Repairs	01/08/2010	4,615.00		
Total 5858					4,615.00	.00	
5886	Healing Solutions, Inc.	66	chair massage/sr wellness	12/14/2009	370.00		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 5886					370.00	.00	
5887	COLORADO WEST BROADCASTING	0-00003-0000	RIFLE BUCKS - SHOPPING INCENTIVE	11/30/2009	288.00		
		0-00004-0000	RIFLE BUCKS - SHOPPING INCENTIVE	12/31/2009	288.00		
Total 5887					576.00	.00	
5888	VULCAN INDUSTRIES, INC	10235-09344	PARTS	12/01/2009	668.00		
Total 5888					668.00	.00	

Total Paid:
 Total Unpaid: 612,647.86
 Grand Total: 612,647.86

Dated: _____

City Finance Director: J. Francis for C. Kelty

Pre Paid Check Run 1/8/10

Per	Date	Check No	Vendor No	Payee	Invoice No	Seq	GL Acct No	Discnts Taken	Seq Amount
01/10	01/08/2010	45542	4121	Cebt	1/08/10	1	100-202-007		73,724.88
					1/08/10	2	210-202-007		11,789.67
					1/08/10	3	310-202-007		12,080.79
					1/08/10	4	320-202-007		3,062.94
					1/08/10	5	330-202-007		941.22
					1/08/10	6	610-202-007		1,479.79
Total 45542									103,079.29
01/10	01/08/2010	45543	3037	Cgfoa	2010 MEMBEI	1	100-4151-400-510		120.00
01/10	01/08/2010	45544	4255	Colorado Department Of Revenue	04-02957-000	1	100-4151-400-510		16.00
01/10	01/08/2010	45545	2931	Creekbend Cafe	RIFLE BUCKE	1	100-4800-400-887		80.00
01/10	01/08/2010	45546	5882	DEERFIELD PARK HOA	2427101	1	001-004-175		181.59
01/10	01/08/2010	45547	1074	Garfield County Clerk	12/01/09	1	100-4191-400-610		11.00
01/10	01/08/2010	45548	5448	HAMILTON, ROD	12/15/09	1	100-4317-400-610		21.83
01/10	01/08/2010	45549	4345	Helen Artist-Rogers/HR Design	01062010	1	205-4651-400-610		4.81
01/10	01/08/2010	45550	3015	Kroger/King Sooper Cust Charge	008233	1	100-4514-400-630		9.95
					012832	1	100-4514-400-630		20.42
					016536	1	100-4514-400-630		53.10
					053117	1	100-4132-400-610		2.14
					113348	1	100-4514-400-630		21.94
					232716	1	100-4514-400-630		55.63
Total 45550									163.18
01/10	01/08/2010	45551	5883	LABORATORY SERVICES DIVISION	12282009	1	100-4210-400-580		30.00
1/10	01/08/2010	45552	3960	Lowe's Home Improvement Wareho	S1905BC1	1	210-4523-400-747		69.94
01/10	01/08/2010	45553	1653	Millers Dry Goods	RIFLE BUCKE	1	100-4800-400-887		2,400.00
01/10	01/08/2010	45554	5881	PHILLIPS, WILMA	1045101	1	001-004-175		47.37
01/10	01/08/2010	45555	2830	Qwest	625-0309 12/C	1	210-4521-400-530		53.07
					625-0339 12/C	1	100-4310-400-530		96.02
					625-1060 12/C	1	310-4331-400-530		81.67
					625-1877 12/C	1	100-4514-400-530		46.94
					625-2841 12/C	1	310-4331-400-530		50.09
					625-3185 12/C	1	210-4513-400-530		47.92
					625-3724 12/C	1	310-4331-400-530		53.99
					625-3798 12/C	1	210-4521-400-530		51.06
					625-3957 12/C	1	100-4310-400-530		52.98
					625-4622 12/C	1	320-4325-400-530		63.22
					625-8929 12/C	1	210-4521-400-530		89.72
					625-9179 12/C	1	100-4151-400-530		88.72
Total 45555									775.40
01/10	01/08/2010	45556	2830	Qwest	1071847035	1	100-4210-400-530		4.82
01/10	01/08/2010	45557	5447	RIB CITY GRILL	RIFLE BUCKE	1	100-4800-400-887		140.00
01/10	01/08/2010	45558	5872	Sammy's on Park Ave	RIFLE BUCKE	1	100-4800-400-887		220.00
01/10	01/08/2010	45559	1796	Sears	03141901833	1	210-4521-400-641		1,799.99
					03141901833	1	210-4521-400-641		1,869.84
Total 45559									3,669.83
01/10	01/08/2010	45560	5865	THAI CHILI RESTAURANT	RIFLE BUCKE	1	100-4800-400-887		20.00
01/10	01/08/2010	45561	2980	Walmart Community	004963	1	100-4514-400-630		70.84
					021273	1	100-4514-400-610		16.79
					023588	1	320-4325-400-610		43.88

Per	Date	Check No	Vendor No	Payee	Invoice No	Seq	GL Acct No	Discnts Taken	Seq Amount	
Total 45561									131.51	
01/10	01/08/2010	45562		Information Only Check	.00		210-201-000			V
01/10	01/08/2010	45563	1120	Xcel Energy Inc	221886323	1	210-4513-400-410		63.14	
					221886323	2	210-4513-400-410		22.24	
					221886323	3	210-4513-400-410		22.24	
					221886323	4	310-4331-400-410		21.59	
					221886323	5	310-4331-400-410		308.02	
					221886323	6	310-4331-400-410		2,143.37	
					221886323	7	320-4325-400-410		2,491.97	
					221886323	8	310-4331-400-410		1,414.20	
					221886323	9	100-4310-400-410		10.12	
					221886323	10	100-4422-400-410		53.73	
					221886323	11	320-4325-400-410		4,748.83	
					221886323	12	210-4521-400-410		823.44	
					221886323	13	100-4310-400-410		24.33	
					221886323	14	210-4521-400-410		14.62	
					221886323	15	100-4310-400-410		10.04	
					221886323	16	100-4422-400-410		10.04	
					221886323	17	310-4331-400-410		112.27	
					221886323	18	210-4521-400-410		40.84	
					221886323	19	210-4521-400-410		656.88	
					221886323	20	310-4331-400-410		10.43	
					221886323	21	320-4325-400-410		527.48	
					221886323	22	100-4310-400-410		35.14	
					221886323	23	210-4521-400-410		43.92	
					221886323	24	210-4521-400-410		11.13	
					221886323	25	100-4414-400-410		194.31	
					221886323	26	210-4521-400-410		19.95	
					221886323	27	100-4310-400-410		10.04	
					221886323	28	310-4331-400-410		491.26	
					221886323	29	210-4513-400-410		23.15	
					221886323	30	100-4194-400-410		2,480.16	
					221886323	31	210-4521-400-410		11.10	
					221886323	32	100-4310-400-410		11.50	
					221886323	33	100-4310-400-410		26.07	
					221886323	34	210-4521-400-410		427.65	
					221886323	35	310-4331-400-410		39.09	
					221886323	36	210-4521-400-410		40.81	
					221886323	37	100-4514-400-410		1,052.95	
					221886323	38	210-4521-400-410		223.42	
					221886323	39	100-4310-400-410		29.81	
					221886323	40	100-4310-400-410		1,736.73	
					221886323	41	210-4521-400-410		45.18	
					221886323	42	310-4331-400-410		12.24	
					221886323	43	100-4310-400-410		315.10	
					221886323	44	100-4215-400-410		2,631.21	
					221886323	45	100-4310-400-410		85.92	
					221886323	46	210-4521-400-410		1,599.08	
					221886323	47	210-4521-400-410		94.13	
					221886323	48	310-4331-400-410		147.39	
					221886323	49	100-4310-400-410		126.40	
					222212424	1	320-4325-400-410		3,387.11	
					222212432	1	310-4331-400-410		3,257.69	

Per	Date	Check No	Vendor No	Payee	Invoice No	Seq	GL Acct No	Discnts Taken	Seq Amount
Total 45563									27,852.72
Totals:									139,039.29

Dated: 1/11/10

Accounts Payable _____

Finance Director: Charles Kelly

Prepaid Check Run 12/31/09

City of Rifle

Check Register GL Detail Report - Finance Director Sign

Page: 1

GL Posting Period(s): 12/09 - 12/09

Jan 04, 2010 04:17pm

Check Issue Date(s): 12/31/2009 - 12/31/2009

Per	Date	Check No	Vendor No	Payee	Invoice No	Seq	GL Acct No	Discnts Taken	Seq Amount
12/09	12/31/2009	45384	4240	Platinum Plus For Business	STEVENS 12/	1	320-4325-400-641		195.45
					STEVENS 12/	2	310-4331-400-580		30.50
Total 45384									225.95
12/09	12/31/2009	45385	4240	Platinum Plus For Business	STURGEON	1	100-4191-400-610		79.90
					STURGEON	2	100-4191-400-580		10.02
					STURGEON	3	100-4191-400-580		24.54
Total 45385									114.46
12/09	12/31/2009	45386	4240	Platinum Plus For Business	NELSON 12/0	1	100-4114-400-320		6.85
					NELSON 12/0	2	320-4325-400-540		559.00
					NELSON 12/0	3	100-4114-400-580		30.00
					NELSON 12/0	4	100-4111-400-580		84.07
Total 45386									679.92
12/09	12/31/2009	45387	4240	Platinum Plus For Business	EDGETON 12	1	210-4512-400-510		53.00
12/09	12/31/2009	45388	4240	Platinum Plus For Business	BRAATEN 12	1	100-4135-400-580		161.73
12/09	12/31/2009	45389	4240	Platinum Plus For Business	BRONAUGH	1	100-4111-400-580		247.44
					BRONAUGH	2	310-4331-400-580		25.70
					BRONAUGH	3	320-4325-400-580		25.70
Total 45389									298.84
12/09	12/31/2009	45390	4240	Platinum Plus For Business	KELTY 12/09	1	100-4151-400-580		467.82
12/09	12/31/2009	45391	4240	Platinum Plus For Business	HAMILTON 12	1	100-4317-400-610		39.00
12/09	12/31/2009	45392	4240	Platinum Plus For Business	SIMS 12/09	1	100-4111-400-801		758.22
					SIMS 12/09	2	204-4650-400-580		86.66
Total 45392									844.88
12/09	12/31/2009	45393	4240	Platinum Plus For Business	KELTY 12/11/	1	100-4151-400-580		235.00
					KELTY 12/11/	2	100-4151-400-580		19.28
Total 45393									254.28
12/09	12/31/2009	45394	1802	Base Camp Cafe	RIFLE BUCKS	1	100-4800-400-887		720.00
12/09	12/31/2009	45395	3569	Burnsley Hotel	719565	1	100-4111-400-580		262.00
12/09	12/31/2009	45396	1819	Cocma	12212009	1	100-4191-400-580		90.00
12/09	12/31/2009	45397	1048	Colo Municipal League	12222009	1	100-4111-400-580		135.00
12/09	12/31/2009	45398	3201	Colorado Custom Cycles	IFLE BUCKS	1	100-4800-400-887		160.00
12/09	12/31/2009	45399	5861	COUNTRY ATTIC	RIFLE BUCKS	1	100-4800-400-887		240.00
12/09	12/31/2009	45400	5878	COWBOY CALF-A	RIFLE BUCKS	1	100-4800-400-887		20.00
12/09	12/31/2009	45402	5181	FRED'S HARDWARE	RIFLE BUCKS	1	100-4800-400-887		280.00
12/09	12/31/2009	45403	1074	Garfield County Clerk	12012009	1	100-4191-400-610		27.00
12/09	12/31/2009	45404	5869	GRAND RIVER HOSPITAL GIFT SHO	RIFLE BUCKS	1	100-4800-400-887		20.00
12/09	12/31/2009	45405	5879	JLM ENT DBA FLAPPER CATS	RIFLE BUCKS	1	100-4800-400-887		20.00
12/09	12/31/2009	45406	5871	Karylett's Country Store	RIFLE BUCKS	1	100-4800-400-887		460.00
12/09	12/31/2009	45407	3015	Kroger/King Sooper Cust Charge	018391	1	210-4521-400-610		28.85
					039956	1	100-4210-400-610		17.17
					135462	1	310-4331-400-340		33.21
					180156	1	310-4331-400-340		51.33

Per	Date	Check No	Vendor No	Payee	Invoice No	Seq	GL Acct No	Discnts Taken	Seq Amount
Total 45407									130.56
12/09	12/31/2009	45408	3015	Kroger/King Sooper Cust Charge	RIFLE BUCKS	1	100-4800-400-887		40.00
12/09	12/31/2009	45409	5860	MARY'S WONDROUS THINGS	RIFLE BUCKS	1	100-4800-400-887		1,020.00
12/09	12/31/2009	45410	1106	Micro Plastics Inc	RIFLE BUCKS	1	100-4800-400-887		100.00
12/09	12/31/2009	45411	5558	Midland Art Co, LLC	RIFLE BUCKS	1	100-4800-400-887		380.00
12/09	12/31/2009	45412	1110	Napa Auto Parts	RIFLE BUCKS	1	100-4800-400-887		40.00
12/09	12/31/2009	45413	4207	Radio Shack	RIFLE BUCKS	1	100-4800-400-887		260.00
12/09	12/31/2009	45414	5862	RANCH HOUSE MERCANTILE, THE	RIFLE BUCKS	1	100-4800-400-887		220.00
12/09	12/31/2009	45415	1125	Rifle Chamber Of Commerce	2010 MEMBEI	1	100-4111-400-510		400.00
12/09	12/31/2009	45416	1132	Rifle Lock & Safe	RIFLE BUCKS	1	100-4800-400-887		40.00
12/09	12/31/2009	45417	5864	RIFLE PERFORMANCE MOTORSPOR	RIFLE BUCKS	1	100-4800-400-887		100.00
12/09	12/31/2009	45418	5865	THAI CHILI RESTAURANT	RIFLE BUCKS	1	100-4800-400-887		40.00
12/09	12/31/2009	45419	3546	Thompson Computer Serv.llc	RIFLE BUCKS	1	100-4800-400-887		60.00
12/09	12/31/2009	45420	1347	Timberline Sporting Goods	RIFLE BUCKS	1	100-4800-400-887		220.00
12/09	12/31/2009	45421	4967	Touch Tone Communications	9706252121	1	100-4114-400-530		4.81
					9706252121	2	100-4121-400-530		6.41
					9706252121	3	100-4132-400-530		8.01
					9706252121	4	100-4151-400-530		16.02
					9706252121	5	100-4191-400-530		16.02
					9706252121	6	100-4199-400-530		6.41
					9706252121	7	100-4240-400-530		9.61
					9706252121	8	100-4317-400-530		11.21
					9706252121	9	210-4512-400-530		22.42
					9706252121	10	100-4215-400-530		54.46
					9706252121	11	310-4331-400-530		2.40
					9706252121	12	320-4325-400-530		2.40
					9706252121	13	210-4521-400-530		12.81
					9706252121	14	100-4192-400-530		6.40
					9706252121	15	310-4331-400-530		6.40
					9706252121	16	320-4325-400-530		6.40
					9706252121	17	100-4310-400-530		16.02
Total 45421									208.21
12/09	12/31/2009	45423	1704	Western Colo Human Resource	2010 MEMBEI	1	100-4114-400-510		170.00
12/09	12/31/2009	45424	5588	WINGNUTZ BAR & GRILL	RIFLE BUCKS	1	100-4800-400-887		80.00
12/09	12/31/2009	45425	1120	Xcel Energy Inc	219926586	1	320-4325-400-410		1,469.16
					220855196	1	100-4310-400-410		14,075.62
Total 45425									15,544.78
12/09	12/31/2009	45426	2960	Walmart Community	001116 12/09	1	320-4325-400-610		107.83
					018952	1	100-4414-400-610		59.70
Total 45426									167.53
12/09	12/31/2009	45427	2960	Walmart Community	RIFLE BUCKS	1	100-4800-400-887		6,900.00
12/09	12/31/2009	45428	4998	Professional Ems Education	12142009	1	100-4210-400-580		45.50
Totals:									31,740.46

Per	Date	Check No	Vendor No	Payee	Invoice No	Seq	GL Acct No	Discnts Taken	Seq Amount
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Dated: 1/4/10

Accounts Payable _____

Finance Director: Charles Kelly

ACH Payments for January

City of Rifle

Check Register GL Detail Report - Finance Director Sign

Page: 1

GL Posting Period(s): 12/09 - 12/09

Jan 05, 2010 01:38pm

Check Issue Date(s): 12/23/2009 - 12/23/2009

Per	Date	Check No	Vendor No	Payee	Invoice No	Seq	GL Acct No	Discnts Taken	Seq Amount		
12/09	12/23/2009	122090019	1114	Wells Fargo Bank West	12232009	1	310-4331-400-870		6,666.67	M	
					12232009	2	310-4331-400-871		2,059.76		
		Total 122090019								8,726.43	
12/09	12/23/2009	122309002	3858	Wells Fargo Bank Mn Na	12232009	1	310-4331-400-870		5,416.67	M	
					12232009	2	310-4331-400-871		3,746.25		
		Total 122309002								9,162.92	
		Totals:								17,889.35	

Dated: _____

Accounts Payable: _____

Finance Director: J. Francis for C. Kelty

LEAVENWORTH & KARP, P.C.
ATTORNEYS AT LAW

EST. 1980

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ASSOCIATES:
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CASSIA R. FURMAN
JENNIFER M. SMITH
T. DAMIEN ZUMBRENNEN
JEFFREY J. CONKLIN

January 14, 2010

Mayor Keith Lambert
Rifle City Council
P. O. Box 1908
Rifle, Colorado 81650

Re: January 20, 2010 City Council Meeting

Dear Mayor Lambert and Members of the Rifle City Council:

The purpose of this letter is to briefly outline the discussion we will have at the January 20, 2010 Rifle City Council Meeting.

1. Ordinance No. 1, Series of 2010 (Utility Delinquency Notice Amendments). At your last workshop staff discussed with Council the need to update the Rifle Municipal Code provisions related to notices for delinquent utility accounts. It is recommended that the time period before delinquency and shut off notices are mailed to customers be shortened so delinquent amounts do not become too large and burdensome. Ordinance No. 1, Series of 2010 amends Sections 13-1-430 and 440 so that when a water and/or sewer bill remains unpaid for thirty (30) days a delinquency notice is mailed. If the bill remains unpaid at forty-five (45) days a shut off notice is sent to the customer who has ten (10) days to pay the balance before service is suspended. In that ten (10) day period, the customer may request a hearing in writing regarding the suspension of service. This Code amendment removes the \$100 minimum amount past due before a shut off notice is sent. In addition, the delinquency and shut off notice processing fee currently assessed as authorized in Section 13-1-430 is codified in Appendix A. The Finance Director may recommend a different fee than what is stated in the Ordinance to reflect actual staff time spent on processing the notices.

We recommend approval of Ordinance No. 1, Series of 2010 on first reading.

2. Resolution No. 3, Series of 2010 (Correction of Codification Error of Section 6.10 of the Municipal Charter). At the regular municipal election in 1993 the electors of the City of Rifle approved the adoption of a new Section 6.10 of the Municipal Charter addressing salary and benefits for City employees upon termination. The Charter provision reads as follows:

6.10 Termination, Salary, and Benefits.

No City employee, upon termination, shall be paid compensation and/or severance pay, by wages, benefits, or a combination of both, which would exceed a sum equal to three times that employee's average monthly gross pay including all benefits. The employee's average monthly gross pay, including benefits, shall be determined by averaging that City employee's gross monthly wages and benefits for the twenty-four months preceding the date of termination.

For some reason this Section was not codified in the Municipal Code. The City Clerk has performed a thorough review of all election records since 1993 and no repeal of Section 6.10 or other related amendment to the Charter was approved by the qualified electors of the City. Therefore, Section 6.10 remains a valid provision to the City of Rifle Charter and Resolution No. 3, Series of 2010 simply makes that finding and authorizes the codification company to include it in the Rifle Municipal Code. This Charter Section exists without action of the City Council, so this Resolution is only providing a written record of events and is not adopting the Charter provision, which can only occur through a valid municipal election.

We recommend approval of Resolution No. 3, Series of 2010.

3. Watershed District Permit No. 1-10 (Bill Barrett Corporation Colorado River Watershed). Bill Barrett Corporation has applied for a Watershed District Permit for gas operations in the City's Colorado River Watershed. Barrett currently operates sixteen (16) well pads within the City's jurisdiction which have not been permitted; some of these well pads pre-date the City's Watershed District Ordinance and some do not. Barrett is also seeking approval of six (6) additional well pads. The Permit Application includes multiple wells on the well pads, gathering lines, roads and associated facilities, all of which are in the Dry Hollow and Mamm Creek drainages tributary to the Colorado River and within five (5) miles of the City's intake. The enclosed map shows the locations of the existing and proposed well pads. The City's consulting engineer, Michael Erion, has reviewed the Application and states his findings in the enclosed letter. I have not included a draft Permit, but will use the City's standard form for the final Permit if granted, which will contain the conditions outlined in Mr. Erion's letter as modified by the City Council at the hearing. Public Notice was published as required by the Code and a public hearing needs to be opened on the Application.

LEAVENWORTH & KARP, P.C.
Mayor Lambert
Rifle City Council
Page 3

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

Very truly yours,

LEAVENWORTH & KARP, P.C.

James S. Neu

Enclosures

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 2
SERIES OF 2010**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE AFFIRMING THE
CITY'S SUPPORT OF AND PARTNERSHIP WITH THE 2010 CENSUS AND
ENCOURAGING THE RESIDENTS OF RIFLE TO PARTICIPATE IN CENSUS 2010

WHEREAS, the U.S. Census Bureau is required by the U.S. Constitution to conduct a count of the population and provides a historic opportunity to help shape the foundation of our society and play an active role in American democracy; and

WHEREAS, the City Council of the City of Rifle supports Census 2010 and encourages every Rifle resident to be counted; and

WHEREAS, more than \$400 billion per year in federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based, in part, on census data, including health care, community development, housing, education, transportation, social services, employment and much more; and

WHEREAS, the 2010 Census creates hundreds of thousands of jobs across the nation; and

WHEREAS, Census data is held as confidential information for 72 years and every Census Bureau worker takes a lifetime oath to protect confidentiality of all Census information; and

WHEREAS, a united voice from business, government, community-based and faith-based organizations, educators, media and others will allow the 2010 Census message to reach a broader audience, providing trusted advocates who can spark positive conversations about the 2010 Census.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rifle that the City supports the goals and ideals for the 2010 Census, will make 2010 Census information available to its residents and encourages people in our community to participate in the 2010 Census.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 20th day of January, 2010.

CITY OF RIFLE, COLORADO

By _____

Mayor

ATTEST:

City Clerk

Wanda Nelson

From: hoffy1 [hoffy1@willowwisp.net]
Sent: Thursday, January 14, 2010 12:17 PM
To: Wanda Nelson
Subject: 1/20/10 Council meeting agenda

Carleton Hoffmeister, as a representative of the Rifle Snowmobile Club, would like to have a few minutes on the January 20 Council agenda. The Club is holding their annual poker run on Sunday, February 14 and would like to request that the Council waive the parking fees for the event. Thank you, Wanda for your help with this.

Heather Hoffmeister



Mr. Charlie Stevens
City of Rifle
PO Box 1908
Rifle CO 81650

January 14, 2010

Jim Neu, Esq.
Leavenworth & Karp, P.C.
PO Box 2030
Glenwood Springs CO 81602

RE: Bill Barrett Corporation – Colorado River Watershed District Permit Application
for Existing and Future Activities

Dear Charlie and Jim:

This letter presents our review of the application by Bill Barrett Corporation (BBC) for a City of Rifle Watershed District permit for natural gas drilling activities south of the Colorado River and within 5 miles of the City's potable water diversion structure. BBC has existing unpermitted activities and plans for future activities within the Colorado River watershed boundary. The BBC project area is located 4 miles southeast of the City Intake and is south of the Antero Airport Area permit area and surrounded by and intermingled with the Encana permit area on the west and south. The attached Figure 1 prepared by RESOURCE shows the location of the BBC project in the watershed. The attached Figure 1 prepared by BBC shows the existing and proposed BBC activities. The BBC project includes 16 existing well pads, up to 6 future well pads, a compressor station, an existing and proposed parallel gas transmission pipeline, an existing water facility with deep injection well, and associated access roads, gathering pipelines, and raw water pipelines. All existing pads, wells, roads, pipelines and facilities have been inventoried and are included in the application submittal.

CLASSIFICATION

In accordance with Section 13-2-120 and based on RESOURCE'S analysis and review set forth below, we recommend classifying the permit application as an impact. This classification is due to the nature and extent of the proposed activity and being part of the cumulative impacts within the watershed, despite its distant location from the City Intake and the river.

RECOMMENDATION

In accordance with Section 13-2-120(e), RESOURCE recommends issuance of a Watershed District permit with the following conditions:

1. The permit covers all existing facilities, and approves all of the proposed facilities and activities outlined in the application submittal dated November 30, 2009 and supplemental submittal dated January 5, 2010.
2. Detailed plans for construction of Specialty Well Pad 4, 12 gas wells and the gathering pipeline are hereby approved.
3. Construction of new well pads and associated access roads and gathering pipelines will require submittal of detailed drawings to the City at least 30 days prior to construction. The City staff shall approve or approve with conditions, (consistent with the permit) within 30 days. Applicant shall pay all costs associated with review of plans for pads.

January 14, 2010

4. Additional wells can be drilled on the approved pads provided the Applicant sends written notice of such construction to the City 15 days prior to construction. The City staff shall approve or forward to Council for review within 15 days. Applicant is responsible for all review costs.
5. Applicant shall provide an annual activity plan to be submitted by March 1st of each year. The 2010 plan is included in the application.
6. Applicant shall comply with all provisions of the Storm Water Management Plan, SPCC Plan, Spill Response Plan, Emergency Response Plan, and Engineering Standards prepared for the project.
7. The project shall be subject to biannual inspections or more frequently if needed, by the City and/or its consultants. Applicant shall be responsible for all costs associated with such inspections.
8. Consistent with other watershed permits, drilling shall be with an "efficiency rig" using a closed loop system. A solids cutting pit can be used in lieu of hauling the cuttings from the site.
9. Consistent with other Watershed Permits, a bond should be in place to cover any clean up, restoration, or other conditions that may present a potential hazard to the City's water facilities or water supply. We recommend \$150,000 consistent with the adjacent Encana and Antero permits.
10. Applicant shall participate in any future water quality monitoring program set up by the City for the Colorado River Watershed.
11. Applicant shall fence the well pad to keep wildlife and cattle from disturbing the cut and fill slopes until reclamation of these areas are complete. Production facilities shall be permanently fenced to protect from damage by wildlife and cattle.

ANALYSIS

The existing and proposed activities are within the Colorado River Watershed District boundary and include 16 existing well pads (3 with a single well and 13 with multiple wells), 6 proposed well pads with multiple wells on each pad, an existing compressor station, our existing and proposed parallel gas transmission pipeline, an existing water management facility with a deep injection well, a proposed storage yard, existing and proposed access roads, existing and proposed gas gathering pipelines, and existing and proposed raw water pipelines. The existing and proposed activities have been identified, mapped and listed in the submittal. Proposed activities include a timeline for construction ending in 2011, after which only reclamation and maintenance activities are proposed.

The BBC Project is located 4 to 5 miles southeast of the City's Colorado River Intake and 2 to 3.5 miles south of the Colorado River. A majority of the project is tributary to Mamm Creek and a portion is tributary to Dry Hollow Creek. The pads are located on the mesas above the creeks and river.

Detailed plans and as-builts for the existing activities are included in the submittal. Detailed plans for the Specialty Pad 4 and 12 wells on the pad are also included. BBC has put the Specialty Pad 4 construction and well drilling (scheduled to start in December 2009) on hold until they obtain a Watershed District Permit.

Mr. Charlie Stevens
Mr. Jim Neu, Esq.
Page 3

January 14, 2010

The BBC project includes potential cattle grazing areas and big game wildlife. Cattle and wildlife have impacted cut/fill slopes and facilities in other area. Fencing out these animals to allow reclamation of cut/fill slopes and to protect facilities should be required.

The submittal includes a Stormwater Management Plan, SPCC Plan, Spill Response Plan, Emergency Response Plan and Engineering Standards prepared for the project. These documents are adequate for the project and provide best management practices/mitigation measures to minimize the risk of any potential impact to the City's water supply and water works.

The City may develop a water quality monitoring program for the Colorado River watershed. We anticipate that all existing permits will participate in such program and want to specifically identify such participation for this permit application.

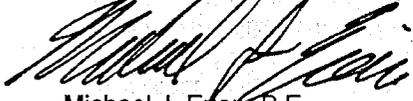
The existing Encana permit requires a \$350,000 bond for approximately 60 pads, and the Antero Airport Area permit requires a \$50,000 bond per 8 well pads. Based on these adjacent watershed permits, the recommended bond for BBC (24 pads) is \$150,000.

The BBC activities within the Colorado River Watershed District boundary do not have a clear and foreseeable risk of significant injury to the City's water facilities and potable water supply so long as all conditions presented in this letter are met by BBC. RESOURCE believes that implementation of the SWMP, SPCC, emergency response plan, engineering standards, inspection by the City, bonding and communication through annual activity plans will minimize the risk to the City.

Please call if you have any questions or need additional information.

Sincerely,

RESOURCE ENGINEERING, INC.

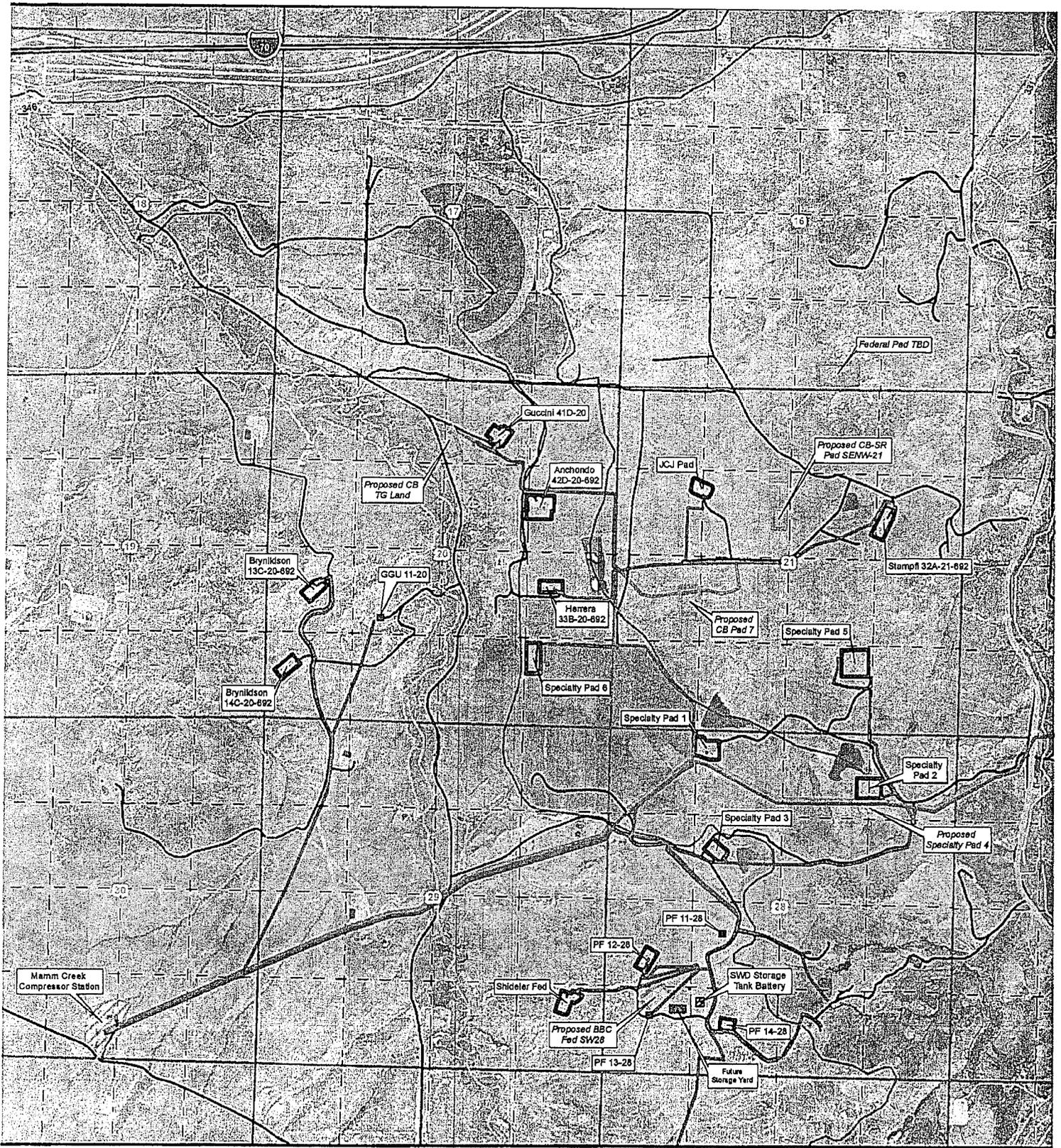


Michael J. Eron, P.E.
Water Resources Engineer

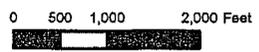
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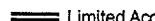
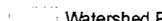
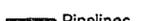
Vicinity Map
FIGURE 1

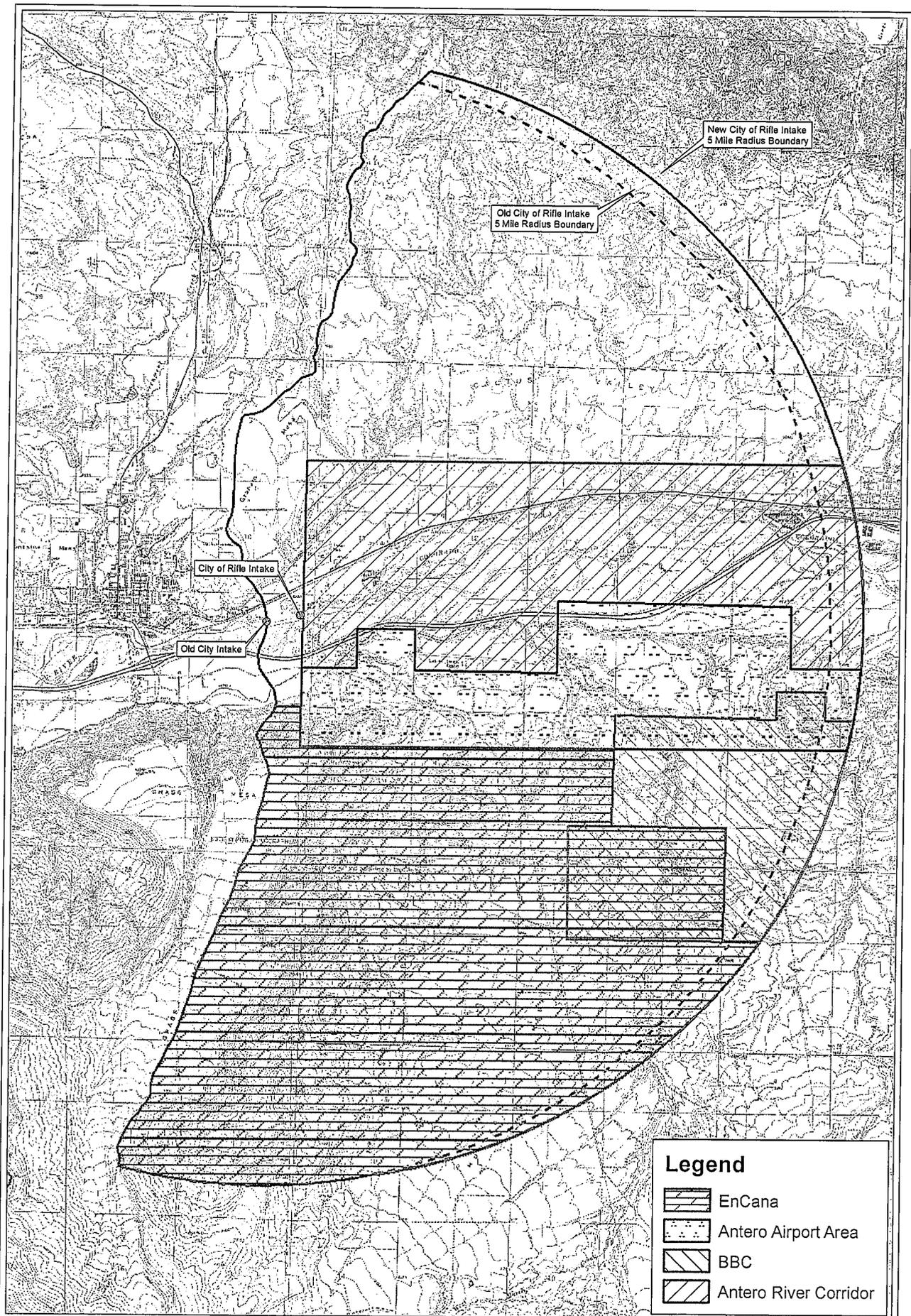


Pads

-  Existing
-  Proposed
-  Mamm Creek Compressor Station

Legend

-  Pipelines
-  Limited Access
-  Highway
-  Major Road
-  Minor Road
-  Other Road
-  Local Roads
-  Stream / River
-  Canal / Ditch
-  Watershed Protection District
-  Pipelines
-  Prop. Access Roads/Pipelines

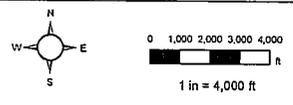


Legend

-  EnCana
-  Antero Airport Area
-  BBC
-  Antero River Corridor

Figure 1: Colorado River Watershed Gas Permit Areas
 City of Rifle

Date: 1/14/2010
 File: 341-10.27
 Drawn by: RKM
 Approved by: MJE



RESOURCE
 ENGINEERING, INC

909 Colorado Avenue
 Glenwood Springs, CO 81601
 (970) 945-6777 Voice (970) 945-1137 Facsimile

Memorandum

TO: Honorable Mayor and City Council
FROM: John Hier, City Manager
DATE: January 14, 2010
RE: Rifle Creek Theater Extension

Our staff have been working to develop a lease extension for Kelly and Jacinto Iniguez for the Rifle Creek Theater. Several issues have arisen. Also the New Ute Theater Society Inc. have requested that, in exchange for the lease extension, they would like to obtain some background information for the theater operation.

Specifically the new management group would like to obtain the following information:

1. Providing contact information for film vendors.
2. Providing contact information for concession vendors.
3. Providing contact information for film supplies.
4. Providing box office count information for the past 2 years.
5. Providing utility billing record.

The requests have been included in the attached lease extension.

Of more significance however is the revelation by the lease that they owe the City back rent for the apartment located above the theater. The original agreement called for 80% of any apartment rental proceeds to be paid to the City. The Iniguez's have informed us that they did rent the apartment for nearly three years, and that they owe the City approximately twenty-one thousand dollars in back rent. This issue needs to be resolved as a condition of any lease extension.

The Iniguez Family has indicated that they are willing to assist the New Ute Theater Society Inc. to continue the theater operations, in return for credit for their assistance. Their proposal is outlined in the agreement. They are requesting that any consultation services be paid at the rate of \$100 per hour. They have indicated that they will not sign the lease extension unless this provision is included. **Council will need to determine if this is a reasonable fee.**

Specifically, they have a new theater screen they are willing to install, and additionally, they are willing to provide consulting services as per the attached scope of services. It must be noted that with the exception of a credit for the new screen that any other services provided would depend upon the new management group's needs.

Any remaining past due rent would be due to the City within 3 months of the theater lease expiration date.

I am forwarding this memo and proposed extension to the Iniguez Family for their review and I expect they will attend the City Council meeting to discuss it with you.

Sincerely Yours,

John Hier
City Manager



AMENDMENT TO COMMERCIAL PROPERTY LEASE

This AMENDMENT TO COMMERCIAL PROPERTY LEASE is made by and between the CITY OF RIFLE, COLORADO, a Colorado home-rule municipality whose address is 202 Railroad Avenue, P.O. Box 1908, Rifle, Colorado 81650 ("Lessor" or the "City"), and JACINTO and KELLY INIGUEZ, whose address is 132 East 4th Street, Rifle, Colorado 81650 ("Lessee").

WHEREAS, Lessor and Lessee heretofore entered into a Commercial Property Lease dated January 13, 2006 (the "Lease") concerning the building and surrounding real property known as the Rifle Creek Theatre located at 132 East 4th Street, Rifle, Colorado 81650 (the "Premises"); and

WHEREAS, the full term of the Lease will expire at 5:00 pm on June 30, 2010, and Lessee has requested an extension of the Lease to operate the Rifle Creek Theatre through the 2010 summer season; and

WHEREAS, Lessor wishes to approve a forty-two (42) day extension permitting Lessee to rent and operate the Premises through August 12, 2010; and

WHEREAS, Lessor and Lessee desire to enter into this Amendment to Commercial Property Lease to modify certain provisions contained in the Lease as more fully set forth below.

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

1. Forty-Two (42) Day Extension. Lessor hereby grants to Lessee a forty-two (42) day extension of the Lease, which term shall commence on July 1, 2010 and continue through 11:00 pm on August 12, 2010 (the "Lease Extension Term"). During the Lease Extension Term, all terms and conditions of the Lease shall continue in full force and effect, except as expressly modified herein. The parties acknowledge that Lessee does not intend to seek an additional extension of the Lease and that during the Lease Extension Term Lessor will actively market the Premises as available for long-term lease by a third party after August 12, 2010. During the Lease Extension Term, Lessee agrees to make good faith efforts to cooperate with Lessor in the transfer of theater operations on the Premises to the future lessee.

2. Lease Extension Rent. The total rent for the Lease Extension Term is the sum of \$694.00, which sum is payable to Lessor in full on July 1, 2010. In addition, Lessee shall also be responsible for the payment of any taxes, utilities, insurance, routine maintenance and repairs for the Lease Extension Term.

3. Past Due Rent. Pursuant to Section 12 of the Lease, Lessee shall pay to Lessor as additional rent all income received from the sublease of the residential apartment in the Premises, minus twenty percent (20%), which amount Lessee may retain as a management fee.

As of the date of this Amendment, Lessee owes Lessor \$21,000 in past due rent (the "Past Due Rent") which shall be paid in full by September 30, 2010, minus deductions as set forth below. Lessor will forgive a portion of the Past Due Rent if the Lessee performs the services outlined as follows and enumerated in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference (the "Scope of Services").

1. Lessee agrees to install a new movie screen in the theater by March 12, 2010 in a good workmanlike manner reviewed and approved by the City. The credit for this work to be deducted from the Past Due Rent if completed shall be \$5,000.
2. Lessee agrees to assist the new theater management as set forth in the Scope of Services as requested by the new theatre management. Lessee shall be credited at the rate of \$ _____ per hour for all consulting work provided under the Scope of Services. To obtain the credit against Past Due Rent, all hours worked shall be logged with a description of work and submitted to the City by each Wednesday for the prior week's hours (Monday-Friday).

Any balance of Past Due Rent shall be paid to the City by September 30, 2010.

4. Theatre Operations Information. Lessee acknowledges that Lessor is performing an energy audit and pursuing grants to upgrade the energy efficiency of the building on the Premises. Lessee agrees to provide Lessor by January 15, 2010 the gas and electric utility billing information and general maintenance costs for the past twelve (12) months of operating the Rifle Creek Theatre to assist with this process and permit the performance contracting company to access the Premises to inspect the building, review the mechanical system, etc. Further, Lessee agrees to cooperate with the City with the transition of the operation of the Rifle Creek Theatre to a new operator/manager which will occur at the termination of the Lease Extension Term. Until such termination, Lessee shall also cooperate with the new operator/manager in the ordering and publicizing of films for the period following termination of Lessee's tenancy. In addition, Lessee agrees to train the new operator/manager during the last month of the Lease Extension Term and to provide Lessor by February 28, 2010:

- A. A list of all vendors used for the operations of the Rifle Creek Theatre, including suppliers for concession stand supplies.
- B. Estimate of weekly box office attendance for past twelve (12) months.
- C. A list of Independent film Booking agents that Lessee has had contacts with, including a copy of the contract with Independent Film Services Inc.

5. Lessor's Access to Premises. Lessor may access and show the Premises to prospective tenants and operators/managers, during business hours upon reasonable notice to Lessee, commencing January 1, 2010. Access shall include entry for the purpose of making renovations and repairs which do not conflict with Lessee's scheduled motion picture business, including but not limited to, seat replacement, screen replacement and repairs and replacement of utility systems and facade.

6. Further Cooperation. Lessee acknowledges that Lessor is currently negotiating a management agreement with the New Ute Theatre Society ("NUTS") which will include terms for NUTS to oversee management of the Premises on behalf of Lessor. Lessee agrees to cooperate with NUTS during the transition period and to assist them with training, obtaining a booking agent, a movie projection operator, and other help as necessary to ensure a smooth transition to NUTS.

7. Ratification. Except as expressly modified herein, the parties hereby ratify and affirm the Commercial Property Lease, the terms of which shall apply to the forty-two (42) day Lease Extension Term.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Commercial Property Lease effective as of the date last set forth below.

Lessor:

CITY OF RIFLE, COLORADO

ATTEST:

John Hier, City Manager

City Clerk

Date: _____

Lessee:

Jacinto Iniguez

Date: _____

Kelly Iniguez

Date: _____

ATTACHMENT A

RIFLE CREEK THEATER SCOPE OF SERVICES FOR MANAGEMENT ASSISTANCE

Lessor agrees to provide the following scope of services to the new management group for the Rifle Creek Theater, on an as-needed basis. All consulting services per this scope of services shall be documented by the Rifle Creek Theater Management group and provided to the City of Rifle.

Including but not limited to:

Phone numbers, Email addresses, sources and resources:

Roger the UPS guy's cell phone number
film and concession freight companies
Several concession supply companies
Pepsi - ordering, service and repair
projection and sound supply parts companies
projection repairmen
film booker
film companies
Source for old fashioned admission tickets
plumbing, heating and electrical repairmen who are familiar with the old building
Janitorial supply companies
Dealer for the old fashioned paper towel dispensers

Projection room training

Overview of the projection and sound - how it all works.
How to get the picture on the screen each night - threading up and trouble shooting.
What to do if all of the film goes on the floor and how to prevent it happening again.
How to change films - breaking up and tearing down film.
Changing the lens and aperture plates - how to know when to change them.
Focusing and framing the film.

What to do if something doesn't work:

Make up table - how to take it apart and repair the guts.
Platter - won't go won't stop, film balls up
Projection - no light, poor light, chewing up film, won't start, won't stop, making strange noises, et al.
Sound - no sound, poor sound.
Rectifier - identify and setting

Location of fuses on assorted equipment

Specific important maintenance items:

changing the bulb
cleaning the air vane (why and when)
lubing the projector
location and service on projector vent fan

Downstairs training

People skills -

Customer appreciation.
Good customer service.
How to get large #'s of people through the doors, quickly.
How to keep them happy.
How to mollify unhappy people.
Best methods of keeping large #'s of people reasonably quiet in the dark.
Best methods of dealing with different demographics of customers - reasonable expectations from each group. i e teens and seniors

Concession -

Maximizing sales.
Serving large #'s of people quickly.

Employees-

Getting the most out of employees.
What to look for in a movie theatre employee.
Maximum output for minimum number of employees on the floor.
Keeping employees happy.

Misc.

Changing the marquee and posters.
How to thread the old ticket machine.
How to close the front door so it will lock.
Seat repair, should you decide to keep these seats.

Concession Equipment -

Soda-

How to tell when the pop is out and to change.
How to tell when carbonation is out and to change.
What to do when the carbonator doesn't work.
Who to call if you can't fix it.
Quantities and sizes of cups and soda to keep on hand.

Candy -

Quantities and types to stock.
Attractive displaying.

How to make pickle juice popsicles.
Why you would want to make popsicles - being innovative.

Popcorn -

How to make delicious popcorn - corn, oil ratio.
How to adjust the amount of oil dispensed.
How to fill oil.
How much popcorn to pop.
Discussion on types of oil, salt and popcorn and what to use.
What to do if kettle doesn't heat.
What to do if warmer doesn't heat.
How to dismantle/clean popper.
How to clean warmer fan.

Ice Machine -

How to keep it running.
What breaker and buttons to push if it's not running.

Butter machine -

How to prime machine if it isn't dispensing.
How to clean.
Temperature settings.

Cleaning theatre -

Picking up trash, sweeping, vacuuming, mopping, bathrooms, etc.
How to efficiently move employees through these tasks.

Office -

Keeping daily records.
Making out Box Office Report.
Bank deposits.
How to fill out sales and employee taxes, if desired.
Answering machine operation.

Basic one screen movie theatre decisions-

Choosing one film to suit the most potential customers. What works and doesn't work in Rifle, CO.
Deciding on hours of operation.
What items to offer in the concession and why.

Fees -

Consultant fee for the above training is \$100. per hour with a one hour minimum per visit. Billed in 15 minute increments. Log to be kept and signed by both trainer and trainee at every training session.

Training before August 12th is strongly recommended, but not required. We will train after the transition date for as long as the new manager desires. The trainer is considered to be on the clock as long as trainer and trainee are both on site.

Lessor also requests the following:

1. The new Management Group has their contracts ready to go when they take over
2. The City change the locks immediately on the front door upon expiration of Lessor's lease
3. The City assume the theatre's current phone number

CITY OF RIFLE, COLORADO
ORDINANCE NO. 1
SERIES OF 2010

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING SECTIONS 13-1-430 AND 13-1-440 OF THE RIFLE MUNICIPAL CODE REGARDING NOTICE OF SUSPENSION OF WATER AND SEWER SERVICE AND ADOPTING A FEE FOR PROCESSING AND PREPARATION OF DELINQUENCY AND SHUT-OFF NOTICES IN APPENDIX A TO THE CODE.

WHEREAS, the provisions for notice of delinquency and suspension of water and sewer service set forth at Sections 13-1-430 and 13-1-440 of the Rifle Municipal Code are based on the timing of an outdated billing system no longer used by the City of Rifle; and

WHEREAS, under the current system, delinquency notices are sent to water and sewer customers after a bill is unpaid for forty-five (45) days, and shut-off notices are distributed at seventy-five (75) days, which creates financial hardship for some customers who may owe back payments for several months of water and/or sewer service; and

WHEREAS, to minimize financial burden on customers and align delinquency and shut-off notice mailings with the monthly billing schedule currently employed by the City, staff proposes amending Sections 13-1-430 and 13-1-440 of the Code to shorten the time period for mailing such notices to thirty (30) days and forty-five (45) days, respectively; and

WHEREAS, the Rifle City Council wishes to amend Sections 13-1-430 and 13-1-440 of the Rifle Municipal Code accordingly and to further amend Appendix A to the Code with the relocation of the fee for processing and preparation of delinquency and shut-off notices, which fee is currently authorized pursuant to Section 13-1-430.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF RIFLE, COLORADO, ORDAINS THAT:

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

Section 2. Section 13-1-430 of the Rifle Municipal Code is hereby amended as follows, with revisions shown in bold, double-underlined, and strike-out text.

13-1-430. Delinquency notice and charge; revocation suspension of service.

If any rates, charges, tolls, fees or assessments for City water or sewer service remain unpaid for ~~forty-five (45)~~ **thirty (30)** days, the City may at any time thereafter give written notice of such delinquency to the owner of the premises served. ~~The City shall assess an additional charge for processing and preparation of any delinquency notice provided to an owner as set forth in Section 13-1-440 below; provided, however, that the City shall not deliver to an owner more than one (1) delinquency notice per month.~~ If any amount is delinquent more than ~~seventy-five (75)~~ **forty-five (45)** days, then, subject to the notice and hearing requirements of Section 13-1-440, the City at any time thereafter may give written notice to the owner that water or sewer service, or both, shall, **subject to the notice and hearing requirements of Section 13-1-440,** be shut off if the delinquent amounts are not paid in full within ten (10) days of the postmark on the notice. **If the owner cannot be located for personal service, it shall be lawful to post the notice on the front door of any building upon the premises served. The City shall assess an additional charge as established in Appendix A to this Code for processing and preparation of any delinquency and/or shut-off notices provided to an owner as set forth herein.** However, the City shall not provide a shut-off notice to an owner unless, at the time the notice is sent, ~~the total amount due on the owner's account exceeds one hundred dollars (\$100.00); including amounts past due and amounts not yet due and payable.~~ If an owner does not pay all delinquent charges within the ten-day period provided in a shut-off notice, then, subject to the notice and hearing requirements of Section 13-1-440, the City may terminate **suspend** the water or sewer service, or both, to the premises served.

Section 3. Section 13-1-440 of the Rifle Municipal Code is hereby amended as follows, with revisions shown in bold, double-underlined and strike-out text.

13-1-440. Termination Suspension of service.

In addition to having a first and perpetual lien on the premises served for unpaid water and sewer rates, charges, fees, tolls and assessments, the City shall have the right to terminate **suspend** water or sewer service, or both, to the premises served for nonpayment or for failure to comply with any ordinances, rules and regulations of the City concerning water or sewer service. In the event of such nonpayment or noncompliance with the City's ordinances, rules and regulations, the owner shall be given written notice of **the City's intent** a hearing to terminate **suspend** service. ~~The City may combine the seventy-five day delinquency notice permitted under Section 13-1-440 above and the hearing notice required under this Section.~~ The hearing **forty-five (45) day shut-off** notice shall **state that the owner is entitled to a hearing in person before suspension of service if so requested in writing prior to the date of suspension as specified in Section 13-1-430.** ~~specify the date time and place of the hearing, as well as the reason for proposed termination of water or sewer service, and shall be sent to the owner's billing address by certified mail, at least ten (10) days before the date of the hearing~~ ~~If the owner cannot be located for personal service,~~

~~it shall be lawful to post the notice on the front door of any building upon the premises served.~~ The hearing, if requested, shall be held before an Administrative Law Judge ("ALJ") appointed by the City; and, at such hearing, the owner shall have an opportunity to present testimony and evidence to the ALJ. Following said hearing, the ALJ shall render a decision concerning termination suspension of service and any matter related thereto, and the ALJ's decision shall be final. The City may terminate suspend service to the property by turning off, disconnecting or blocking the water and/or sewer lines serving the premises.

Section 4. Page A-6 of Appendix A to the Rifle Municipal Code is hereby amended by the addition of a fee for processing and preparation of water and sewer delinquency notices as follows.

(13-1-430)	Processing and preparation of water and sewer delinquency and shut-off notices	\$6.93 per notice
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INTRODUCED on January 20, 2010, read by title, passed on first reading with amendment at a duly noticed public hearing, and ordered published by title as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on February 3, 2010, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this ____ day of _____, 2010.

CITY OF RIFLE, COLORADO

BY _____

Mayor

ATTEST:

City Clerk

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 3
SERIES OF 2010**

A RESOLUTION OF THE CITY OF RIFLE, COLORADO, AUTHORIZING THE
CODIFICATION OF SECTION 6.10 OF THE MUNICIPAL CHARTER OF THE
CITY OF RIFLE AS APPROVED BY THE REGISTERED VOTERS OF THE
CITY OF RIFLE AT THE 1993 REGULAR MUNICIPAL ELECTION.

WHEREAS, on September 14, 1993, a majority of the qualified electors of the City of Rifle, Colorado approved the adoption of a new Section 6.10 of the Municipal Charter of the City of Rifle, Colorado (the "Charter") addressing salary and benefits for City employees upon termination; and

WHEREAS, due to a codification error, the new Section 6.10 was not codified in the Charter in 1993; and

WHEREAS, the City Clerk performed a thorough review of all election records since 1993 and no repeal of Section 6.10 or other related amendment to the Charter was approved by the qualified electors of the City and therefore Section 6.10 remains a valid provision to the City of Rifle Charter; and

WHEREAS, the Rifle City Council wishes to correct this codification error by authorizing the codification of Charter Section 6.10 approved at the 1993 regular municipal election.

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

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

Section 2. The Rifle City Council hereby authorizes the codification of Charter Section 6.10, as approved by the qualified electors of the City at the 1993 regular municipal election, which reads as follows.

6.10 Termination, Salary, and Benefits.

No City employee, upon termination, shall be paid compensation and/or severance pay, by wages, benefits, or a combination of both, which would exceed a sum equal to three times that employee's average monthly gross pay including all benefits. The employee's average monthly gross pay, including benefits, shall be determined by averaging that City employee's gross monthly wages and benefits for the twenty-four months preceding the date of termination.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 20th day of January, 2010.

CITY OF RIFLE, COLORADO

By

Mayor

ATTEST:

City Clerk



MEMORANDUM

To: John Hier, City Manager
From: Mike Braaten, Government Affairs Coordinator
Date: January 14, 2010
Re: Council Authorization to sign the Technical Energy Audit Contract with Ennovate Corp.

Staff requests Council authorization to sign the technical energy audit contract with the GNECI-selected energy performance contracting firm, Ennovate Corporation of Aurora, Colorado.

To remind all, performance contracting is where an energy services company (commonly referred to as an ESCO) is contracted by a local government to review facility energy efficiency and recommend improvements that could range from replacement of mechanical systems, to windows/window films, to lighting retrofits, etc. Generally the improvements are financed through the realized cost savings by the ESCO – with no out-of-pocket expense to the local government. In addition – the ESCO guarantees the savings on the improvements that they recommend/finance and if those cost savings are not realized, the ESCO cuts a check to the local government to cover the costs.

Ennovate has completed work all throughout Colorado including Rio Blanco County, the Town of Meeker, Montrose County, the City of Montrose and they were recently selected as the performance contractor for all of the Colorado Mountain College Campuses.

If Council grants authorization to sign the TEA contract with Ennovate, the following buildings will be analyzed for efficiency upgrades:

- City Hall
- Senior Center
- Justice Center
- Parks Maintenance Facility
- Outdoor Pool
- Public Works O&M shop
- Sports Field Lighting at Deerfield, tennis courts and Action Park
- Ute Movie Theater

The cost of the TEA is \$8,799.40. The City will only need to pay this cost if they complete all the steps of the Energy Audit and decide not to contract with Ennovate to complete the retrofits. If we move forward with the building/facility retrofit suggestions, the costs of the TEA will be rolled into those improvements and should require no out of pocket expense from the City.

Should the City decide not to move forward with Ennovate completing the work, staff recommends that the \$8,799.40 come from the \$100,000.00 in funds set aside from the Severance/FML distribution for renewable energy and energy efficiency improvements in the City.

Attached please find a memo from Ennovate laying out their process and the TEA contract.



Ennovate Corporation
"Cutting Through The Fog Of Energy Savings"

10650 E. Bethany Dr., Suite A
Aurora, CO 80014
Tel (303) 309-6223
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www.energypertise.com

January 11, 2010

Garfield New Energies Communities Initiative (G-NECI)
Garfield County, Colorado

TO: G-NECI Partners

RE: Ennovate Process Steps

As you probably know, the Garfield New Energies Communities Initiative (G-NECI) has selected Ennovate Corporation as their performance contracting partner. The purpose of this letter is four-fold:

1. Notify each G-NECI partner of the initial process steps required for Energy Performance Contracting (EPC);
2. Define the level of commitment required in each process step;
3. Suggest the participants required for each process step;
4. Establish a target schedule for each process step

The following text outlines the next 4 process steps for EPC:

Step1: Agree/Sign the Technical Energy Audit Contract:

The Technical Energy Audit Contract (TEA) is an agreement between Ennovate and the entity to do a preliminary assessment of their facilities. The TEA contract template was developed by the Colorado Governor's Energy Office (GEO). The GEO also maintains the contract template to ensure current best practices are included in the contract. Ennovate will need a few pieces of information such as facility name, facility area, and entity identification information from each G-NECI partner in order to populate the template and estimate a contract price.

Note that the TEA price calculated for the contract is a nominal fee to do the audit work. In practice, it is applied as follows:

- a) If the partner decides to terminate their EPC after doing the four initial steps described in this document, there is no charge for Ennovate's services.
- b) If the partner pursues the EPC after Step 4 (the scoping session) and Ennovate develops and provides a TEA report, but then the partner does not engage in a final contract for an EPC, the TEA contract fee is due to Ennovate.
- c) If the EPC is pursued after the scoping session(s) and Final TEA investigation are complete, then the TEA contract fee gets absorbed into the eventual EPC.

Level of Commitment	Staff Time to Review and Sign TEA Contract
Suggested Participants	Key Decision Makers
Target Schedule	January 2010



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Step 2: Needs Assessment Meeting:

The purpose of a Needs Assessment meeting is for all the stakeholders to tell Ennovate's team about their concerns such as: comfort, standardization, energy savings, heating/cooling, etc. Ennovate will bring a Business Development Representative and an engineer who interview the partner's team. It is important that all the key decision makers attend this meeting as well as key facility staff and maintenance staff. This will give perspective beyond the finances and how the building is truly running 24/7.

Level of Commitment	Staff Time for the Meeting
Suggested Participants	Key Decision Makers and Facilities Maintenance
Target Schedule	February 2010

Step 3: Facility Walk Thrus:

Once the Needs Assessment meeting is complete, Ennovate's team will thoroughly walk the facilities along with someone who knows the in's and out's of each facility. This will allow Ennovate to make observations about the current equipment and the overall conditions of the facility and its use.

Level of Commitment	Staff Time for Facilities Walk Thrus
Suggested Participants	Facilities Maintenance
Target Schedule	February 2010

Step 4: Scope Working Session Meeting:

Once Ennovate has collected the data and heard all the items from the two previous steps, our team will put together preliminary scope items for each facility. These preliminary items are presented to each entity about the energy conservation measures (ECMs) they can install in order to alleviate their concerns expressed in Step #2. It will also address any recommendations Ennovate found while touring the facilities.

The same team that attends the Needs Assessment should attend this meeting in order to review Ennovate's recommendations and guide Ennovate into the Final Technical Energy Audit. Once the entity approves the preliminary scoping items, the entity will be committing to move into the final phase of the technical energy audit. Per Step #1a above, if no project seems feasible at this point in the process, the entity is liable for nothing.

Level of Commitment	See Step 1 a, b, c above for pricing commitment
Suggested Participants	Key Decision Makers
Target Schedule	March/April 2010

Ennovate ...

... Energy Innovation



Ennovate Corporation

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Ennovate is looking forward to evaluating your facilities for energy conservation opportunities. Please contact Ennovate staff with any questions or concerns. Our contact information is listed below.

Sincerely,

Kim Goodwin

Kim Goodwin (Business Development Representative): 303-309-6223 ex. 105
Alternate: Joe Staib (Business Development Manager): 303-309-6223 ex. 102



Contract for Technical Energy Audit and Project Proposal

This Contract, dated January 14, 2010 is entered into by and between Ennovate Corporation (hereinafter called "Contractor"), and the City of Rifle Colorado, a Colorado Home Rule Municipality (hereinafter called the "Agency").

WHEREAS, the City of Rifle is the Agency of a number of public facilities which consume energy and water; and

WHEREAS, the State of Colorado Governor's Energy Office coordinates a program under § 29-12.5-101, C.R.S., under which approved entities may contract with local governments for Technical Energy Audits And Project Proposals; and

WHEREAS, the purpose of the Technical Energy Audit and Project Proposals is to identify energy and water conservation measures which, if implemented, will over a period of time justify the cost of the Technical Energy Audit and Project Proposal; and

WHEREAS, the parties wish to establish the terms and conditions under which Contractor will perform the Technical Energy Audit and Project Proposal, compensation for which will either be paid through an Energy Performance Contract to be later negotiated or, if no such Energy Performance Contract is entered into, such compensation will be paid directly to Contractor.

NOW, THEREFORE, the parties do hereby agree as follows:

1. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Contract shall not be effective or enforceable until it is approved and signed by the Agency or its designee (hereinafter called the "Effective Date"), but shall be effective and enforceable thereafter in accordance with its provisions. The Agency shall not be liable to pay or reimburse Contractor for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

2. RECITALS

A. Authority, Appropriation, and Approval

Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment and the required approval, clearance and coordination have been accomplished from and with appropriate elected and appointed Agency officials.

B. Purpose and State's Role

The Governor's Energy Office (GEO) has approved this Contract for political subdivisions to use to obtain a technical energy audit of their facilities from a GEO pre-approved private energy service company (ESCO). The purpose of the audit is to perform the Work set forth in §6, below.

3. DEFINITIONS

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

A. Contract

"Contract" means this Contract, its provisions, attached exhibits, documents incorporated by reference under the terms of this Contract, and any future modifying agreements, exhibits, attachments or references incorporated pursuant to Agency's Fiscal Rules and Policies.

B. Work

Work consists of the tasks Contractor is to perform in order to fulfill its obligations under this Contract.

C. Goods

"Goods" means any physical item used, produced, or manufactured either separately or in conjunction with the Work performed and Services rendered hereunder.

D. Services

"Services" means services performed or tangible material produced either separately or in conjunction with the Work performed and Goods provided hereunder.

E. Subcontractor

Third-party vendors of goods and/or services, if any, are hereinafter referred to as "subcontractors."

F. Parties

"Party" or "Parties" means one or both of the Agency and Contractor.

4. TERM and EARLY TERMINATION

A. Initial Term -Work Commencement

The initial term of this Contract shall commence on the later of either the Effective Date or February 1, 2010 and terminate on March 1, 2011 or upon completion of Work, unless sooner

terminated as provided for below, herein. Performance of the Parties' respective obligations under this Contract shall begin as soon as practicable following commencement of the initial term.

B. Temporary Extension

At its sole discretion, the Agency, upon written notice to Contractor, may unilaterally extend the term of this Contract for a period not to exceed two months if the Parties are negotiating a replacement contract (and not merely seeking a term extension) at or near the end of any initial term or an extension thereof. The provisions of the Contract in effect when said notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during said two month extension. However, the two-month extension shall immediately terminate when and if a replacement contract becomes effective following the Agency's approval and signature.

C. Early Termination

This Contract is subject to early termination in accordance with the provisions of the Remedies section below herein.

5. STATEMENT OF WORK

A. Work

Contractor shall perform a Technical Energy Audit at the location(s) listed in Exhibit C, attached hereto and incorporated by reference in accordance with the Scope of Work described in **Exhibit A**, also attached hereto and incorporated by reference herein. The parties acknowledge that Exhibit C may be modified to include and exclude locations, but all such modifications shall be in writing and executed by both parties before such modifications are deemed effective. The audit shall determine the feasibility and cost of implementing energy and water saving measures for the Agency and, based on such determination, Contractor shall submit a Project Proposal setting forth a plan for implementing such measures through an Energy Performance Contract. Agency shall acknowledge acceptance of the Technical Energy Audit Report in a form substantially similar to Exhibit B attached hereto. Acceptance of the Technical Energy Audit Report shall not be construed as acceptance of the Project Proposal, but is simply acknowledgement that the Technical Energy Audit Report has been received by Agency. Agency shall see to it that the Notice of Acceptance of Technical Energy Audit Report (Exhibit B) is received by Contractor within thirty (30) days of Agency's receipt of the Technical Energy Audit Report.

Nothing in this Contract shall be construed to require Agency to enter into an Energy Performance Contract with Contractor. However, should Agency in its sole and absolute discretion choose to enter into an Energy Performance Contract based on Contractor's Project Proposal, such a contract shall be executed within sixty (60) days of Agency's delivery of the Notice of Acceptance of Technical energy Audit Report (Exhibit B) to Contractor. The deadline for execution of the Energy Performance Contract may be extended upon request by Agency to allow Agency to secure third-party funding necessary for implementation of the energy savings found within Contractor's Project Proposal.

Any Energy Performance Contract entered into between the parties shall comply with § 29-12.5-101, C.R.S.

B. Time of Performance

The Work shall be completed during the initial term or any extension thereof.

C. Goods and Services

Contractor shall procure goods and services necessary to complete the Work provided for herein.

D. Employees

All persons employed hereunder shall be considered Contractor's or subcontractors' employee(s) for all purposes and shall not be employees of the Agency for any purpose.

6. CONTRACTOR COMPENSATION

A. Compensation Basis and Amount

The amount of Contractor's compensation for the Technical Energy Audit and Project Proposal shall be determined in accordance with the Fees section of the attached Exhibit A, which Fees shall be applied only to facilities actually audited by Contractor. The Agency shall not be liable to pay or reimburse Contractor for any performance hereunder prior to the Effective Date.

B. Payment Through Energy Performance Contract Funding Mechanisms

Should Agency and Contractor enter into an Energy Performance Contract as contemplated under Section 5 (A) above, any compensation owed to Contractor attributable to completion of the Technical Energy Audit and Project Proposal shall be paid exclusively through the funding mechanisms set forth in the Energy Performance Contract.

C. Payment in the Absence of Energy Performance Contract

Should Agency and Contractor not enter into an Energy Performance Contract as provided under Section 5 (A) above, Agency shall remit payment to Contractor for the full amount of all compensation owed to Contractor attributable to the completion of the Technical Energy Audit and Project Proposal, with any such compensation due under this sub-section shall be paid within one hundred twenty (120) days of Agency's delivery of Exhibit B. Provided, however, that if the deadline for entering into the Energy Performance Contract is extended as allowed in sub-section 5 (A) above, the deadline for payment of compensation under this sub-section shall likewise be extended.

D. Project with Insufficient Savings

The parties acknowledge that the purpose of the Technical Energy Audit is to enable Contractor to identify potential energy and water savings which, if implemented, will provide Agency with funding options sufficient to pay the costs of implementing such savings. Should the Contractor determine at any time during the Technical Energy Audit that savings cannot be attained to meet

Agency's terms as required by CRS §29-12.5-101, the Technical Energy Audit shall be terminated by written notice by the Contractor to Agency. In this event this Contract shall be terminated and the Agency shall not be liable to pay Contractor, in whole or part, the Compensation to Contractor specified in this Section 6.

E. Available Funds-Contingency-Remedies

The Agency is prohibited by law from making fiscal commitments beyond the term of its current fiscal period. Therefore, Contractor's compensation is contingent upon the continuing availability of Agency appropriations as provided in §2 of the Colorado Special Provisions, set forth below herein. If federal appropriations or Contracts fund this Contract in whole or in part, the Agency's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this contract shall only be made from available funds encumbered for this Contract, and the Agency's liability for such payments and the Contractors responsibility to perform work shall be limited to the amount remaining of such encumbered funds. If Agency funds are not appropriated, or otherwise become unavailable to fund this Contract, the Agency may immediately terminate the Contract in whole or in part without further liability in accordance with the Termination for Cause subsection of the Remedies section of this Contract. All payments are subject to the general Remedies section of this Contract.

F. Return of Funds

Any funds paid to Contractor hereunder which are not expended in connection herewith shall be refunded by Contractor within 30 days of termination hereof. Any funds not required to complete Contractor's obligations hereunder shall be de-obligated by the Agency. If Contractor receives overpayments, Contractor shall refund all excess funds to the Agency within 30 days of the later of

(1) the receipt of such funds, or

(2) the determination of such overpayment. Under no circumstances shall unexpended or excess funds received by Contractor under this Contract be refunded or paid to any party other than the Agency.

G. Erroneous Payments-Remedies

Payments made to Contractor in error for any reason, including, but not limited to overpayments or improper payments may, at the Agency's sole discretion, be recovered from Contractor by deduction from subsequent payment under this Contract or other contracts between the Agency and Contractor, or by other appropriate methods.

7. REPORTING-NOTIFICATION

Reports and analysis required under this section shall be in accordance with procedures and in such form as prescribed by the State of Colorado – Governor's Energy Office/GEO.

A. Litigation

Within 15 days after being served with any pleading or process filed in a legal or administrative proceeding in any court or administrative agency related to this Contract, Contractor shall notify the Agency of such action and deliver copies of such pleadings to the Agency's principal representative in accordance with the Notice section of this Contract.

B. Remedies

Contractor's failure to provide reports and notify the Agency in a timely manner in accordance with this section may result in the delay of payment of funds and/or termination under Section 15 of this Contract.

8. CONTRACTOR RECORDS

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

A. Maintenance

Contractor shall maintain a complete file of all records, documents, communications, notes and other written materials, electronic media files or communications, pertaining in any manner to the Work. Contractor shall maintain such records for (i) a period of three years after the date this Contract is completed or terminated or final payment hereunder, whichever is later, or (ii) for such further period as may be necessary to resolve any pending matters, or (iii) until an audit has been completed and its findings have been resolved.

B. Inspection

Contractor shall permit the Agency or any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Contractor's records related to this Contract and for a period of three years following termination hereof or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Contractor's performance hereunder.

C. Monitoring

Contractor also shall permit the Agency or any other duly authorized agent of a governmental agency, in their sole discretion, to monitor all activities conducted by Contractor pursuant to this Contract using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, and formal audit examinations.

9. CONFIDENTIAL INFORMATION-AGENCY RECORDS

Contractor acknowledges that it may become privy to confidential information in connection with its performance hereunder, including, but not limited to Agency records, personnel records, and information concerning individuals.

A. Confidentiality

It shall be Contractor's responsibility to keep all Agency records and information confidential at all times and to comply with all laws and regulations concerning confidentiality of information to the same extent applicable to the Agency. Any request or demand for information in the possession of Contractor made by any third party shall be immediately forwarded to the Agency's principal representative for resolution.

B. Notification

Contractor shall notify its agent, employees, sub-contractors and assigns who may come into contact with confidential information that they are 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 information.

C. Use, Security, and Retention

No confidential information of any kind shall be distributed or sold to any third party or used by Contractor or its agents in any way, except as authorized by the Contract and as approved by the Agency. Contractor shall provide and maintain a secure environment that ensures confidentiality of all Agency records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Contractor or its agents, except as set forth in this Contract and approved by the Agency.

D. Disclosure-Liability

Disclosure of Agency records or other confidential information for any reason may be cause for legal action against Contractor or its agents by third parties, and defense of any such action shall be Contractor's sole responsibility.

E. PUBLIC RECORDS LAW DISCLOSURES

Contractor acknowledges that, as a governmental entity, Agency may be required to disclose public records pursuant to the Colorado Open Records Act (§24-72-201, et. seq.). Contractor agrees that, should any public records in its possession be requested for production by Agency pursuant to a bona fide request under the Open Records Act, Contractor will provide such documents without charge to Agency.

10. CONFLICT OF INTEREST

A. Definition and Appearance

Contractor 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 Contractor's obligations hereunder. Contractor acknowledges that with respect to this Contract, even the appearance of a conflict of interest is harmful to the Agency's interests. Absent the Agency's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations to the Agency hereunder.

B. Specific Prohibitions

Contractor's and sub-Contractor's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractor, potential contractors, or parties to sub-agreements. Contractor's employees, officers, and agents or any permitted sub-Contractor shall not participate in the selection, award, or administration of this Contract or sub-Contract if a conflict of interest or the appearance thereof would occur. Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award, to-wit:

- i. an employee, officer or agent;
- ii. any member of the employee's immediate family;
- iii. an employee's partner; or
- iv. an organization, which employs, or is about to employ, any of the aforementioned.

C. Determination by Agency-Default

If Contractor is uncertain whether the appearance of a conflict of interest exists, Contractor shall submit to the Agency a disclosure statement setting forth the relevant details for the Agency's consideration. Failure to promptly submit a disclosure statement or to follow the Agency's direction in regard to the apparent conflict shall be considered a material default of this Contract.

D. Code of Performance

Contractor and sub-contractors, if any, shall maintain a written code of standards governing the performance of their respective employees, agents, and contractors engaged in the award and administration of this Contract. Contractor shall provide a copy of such code to the Agency within 15 days of the Agency's written request therefore.

11. WARRANTIES

A. Services and Goods

During the term of this Contract, Contractor, as part of Contractor's obligations hereunder and at no additional cost to the Agency, warrants, as follows:

i. Specifications

All Services performed and all Goods delivered shall meet the specifications set forth in this Contract and are acceptable to the Agency.

ii. Suits, Claims, and Actions

There are not nor will there be any pending or threatened suits, claims, or actions of any type with respect to the Services or Goods provided, and

iii. Liens and Encumbrances

All Services performed and Goods provided are and shall remain free and clear of any liens, encumbrances, or claims arising by or through Contractor or any party related to Contractor.

B. Standard and Manner Of Performance

Contractor shall perform the Work in accordance with the highest standard of care, skill and diligence provided by a professional person or company in performance of similar Work.

C. Inspection and Verification

The Agency reserves the right to inspect all Services and Goods provided hereunder at all reasonable times and places to verify that they conform to the requirements of the Statement of Work section of this Contract.

D. Remedies

If the Contractor breaches any of its warranties, the Agency may require Contractor to promptly perform the Services or provide Goods again in conformity with Contract requirements, at no additional cost to the Agency. If such breaches cannot be, or are cured, the Agency may, in addition to any other remedies provided or in this Contract, require Contractor to take necessary action to ensure that future performance conforms to the provisions of this Contract; and equitably reduce the payment due to Contractor to reflect the reduced value of the Services performed or Goods provided. Any reduction, delay or denial of payment under this provision shall not constitute a breach of Contract or default by the Agency.

12. REPRESENTATIONS

A. Licenses, Permits, Etc.

Contractor warrants that as of the Effective Date it has, and that all times during the term hereof it will have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform the Services and/or deliver the Goods specified herein. Additionally, all employees of Contractor performing services under this Contract shall hold the required licenses or certification, if any, to perform their duties. Contractor, if a foreign corporation or other entity transacting business in the State of Colorado, further certifies that it currently has obtained and shall maintain any applicable certificate of authority to do 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 Contractor to properly perform this Contract, shall be deemed to be a default by Contractor and grounds for termination for cause of this Contract.

B. Legal Authority

Contractor warrants that it possesses the legal authority to enter into this Contract 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 Contract and to bind Contractor to its terms. The person signing and executing this Contract on behalf of Contractor hereby represents, warrants, and, guarantees that they have full authorization to do so.

C. Tax Exempt Status

The Agency represents that it is not liable for any sales, use, excise, property or other taxes imposed by any federal, state or local governmental authority, nor for any Contractor franchise or income related tax. No taxes of any kind shall be charged to the State. The Agency's FEIN # is 84-6000715 and its tax exempt # is 98-04577.

13. INSURANCE

Contractor shall obtain and maintain insurance as specified below herein at all times prior to the termination or expiration of this Contract:

A. Worker's Compensation

Worker's Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of the Contractor's employees acting within the course and scope of their employment.

B. 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:

- i. \$1,000,000 each occurrence
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Agency a certificate or other document satisfactory to the Agency showing compliance with this provision.

C. Automobile Liability

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

D. Additional Insured

The Agency shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

E. Primacy

Coverage required of the Contract shall be primary over any insurance or self-insurance program carried by the Agency.

F. Cancellation

The Insurance shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to the Agency by certified mail.

G. Subrogation Waiver

All insurance policies in any way related to the Contract and secured and maintained by the Contractor as required herein shall include clauses stating that each carrier will waive all rights of

recovery, under subrogation or otherwise, against the Agency, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

H. Satisfactory Insurers

All insurance policies and coverages required hereunder shall be issued by reputable insurance companies satisfactory to the Agency.

I. Certificates

Contractor shall provide certificates evidencing insurance coverage required hereunder to the Agency within 10 business days of the Effective Date or before commencement of Contractor's performance hereunder, whichever occurs first. No later than 15 days prior to the expiration date of any such coverage, Contractor shall deliver the Agency certificates of insurance evidencing renewals thereof. At any time during the term hereof, the Agency may request in writing, and the Contractor shall thereupon within 15 days supply to the Agency, evidence satisfactory to the Agency of compliance with the provisions of this section.

14. DEFAULT-BREACH

A. Defined

In addition to any breaches or defaults specified in other sections of this Contract, including, but not limited to the Colorado Special Provisions, the failure of either Party to perform any of its obligations hereunder entirely, partially, or in satisfactory manner, including, but not limited to, performing them in a timely manner, constitutes a default or breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar legislation, by or against the Contractor, or the appointment of a receiver or similar officer for the Contractor or any of its property, and such proceedings or appointments are not vacated or fully stayed within 20 days after the institution or occurrence thereof; shall also constitute a default.

B. Notice and Cure Period

In the event of a default or breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in the Notice section of this Contract. If such default or breach is not cured within 30 days of receipt of written notice or cure of the default or breach has not begun within said period or has not been pursued with due diligence, the aggrieved Party may terminate this Contract by providing written notice thereof, given in the manner provided for in the Notice section of this Contract, effective 15 days from the date the notice of termination was received.

15. REMEDIES

If Contractor is in default under any provision of this Contract including, but not limited to the Special Provisions, the Agency shall have all of the remedies listed in this section in addition to all other remedies set forth in other sections of this Contract and as available at law or in equity. The

Agency may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Early Termination in the Public Interest

The Agency is entering into this Contract for the purpose of carrying out the public policy of the Agency, as determined by its elected and appointed officials. If this Contract ceases to further the public policy of the Agency, the Agency, in its sole discretion, may terminate this Contract in whole or in part. Exercise by the Agency of this right shall not be deemed a breach of the Agency's obligations hereunder. This subsection shall not apply to a termination of this Contract by the Agency for cause or default by Contractor, which shall be governed by the Termination for Cause and/or Default subsection of this Remedies section.

i. Method and Content.

The Agency shall give written notice of termination to Contractor in accordance with the notice provisions of §15, above, and §17, below, specifying the effective date of termination and whether it affects all or a portion of this Contract.

ii. Obligations and Rights.

To the extent specified in the termination notice, Contractor shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall also terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the Agency all Services and Goods not terminated by the termination notice and may incur obligations as are necessary to do so within the Contract terms. In the sole discretion of the Agency, Contractor shall assign to the Agency all of Contractor's right, title, and interest under such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the Agency has an interest. All finished or unfinished documents, data, studies, research, surveys, drawings, maps, models, photographs, and reports or other materials prepared by Contractor under this Contract or materials owned by the Agency in the possession of Contractor shall, at the option of the Agency, be delivered by Contractor to the Agency and shall become the Agency's property. Contractor shall complete and deliver to the Agency all Services and Goods not terminated by the termination notice and may incur obligations as are necessary to do so within the Contract terms.

iii. Payments.

If this Contract is terminated by the Agency for any reason other than for Cause as described in sub-section B of this Section 15, Contractor shall be paid an amount which bears the same ratio to the total compensation as the Services satisfactorily performed or the Goods satisfactorily delivered or installed bear to the total Services and Goods covered by this Contract, less payments previously made. Additionally, if the Contract is less than 60% completed, the Agency may reimburse Contractor for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) it incurred that are directly attributable to the uncompleted portion of Contractor's obligations hereunder; provided that reimbursement shall not exceed the maximum amount payable to Contractor.

B. Termination for Cause and/or Default

If Contractor fails to perform any of its obligations hereunder with such diligence as is required to ensure their completion in a timely manner and such non-performance continues following notice, the Agency may notify Contractor in writing of such non-performance which specifies a cure period. If Contractor thereafter fails to promptly cure such non-performance within such time, the Agency, may, at its option, terminate this entire Contract or such part of this Contract as to which there has been delay or a failure to properly perform. Exercise by the Agency of this right shall not be deemed a breach of its obligations hereunder.

i. Method and Content

The Agency shall give written notice of termination to Contractor in accordance with the notice provisions hereof specifying the effective date of termination and whether it affects all or a portion of this Contract.

ii. Obligations and Rights

To the extent specified in the termination notice, Contractor shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall also terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the Agency all Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within the Contract terms. In the sole discretion of the Agency, Contractor shall assign to the Agency all of Contractor's right, title, and interest under such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the Agency has an interest. In the sole discretion of the Agency, Contractor shall assign to the Agency all of Contractor's right, title, and interest under such terminated orders or subcontracts. All finished or unfinished documents, data, studies, research, surveys, drawings, maps, models, photographs, and reports or other materials prepared by Contractor under this Contract shall, at the option of the Agency, be delivered by Contractor to the Agency and shall become the Agency's property.

iii. Payments

The Agency shall only reimburse Contractor for accepted Services and Goods received up to the date of termination and, if after termination, it is determined that Contractor was not in default or that Contractor's action/inaction was excusable, such termination shall be treated as a termination for other than Cause and the rights and obligations of the Parties shall be the same as if this Contract had not been terminated for cause, as described above herein.

iv. Damages and Withholding

Notwithstanding any other remedial action by the Agency, Contractor also shall remain liable to the Agency for any damages sustained by the Agency by virtue of any default under this section by Contractor and the Agency may withhold any payment to Contractor for the purpose of mitigating the Agency's damages, until such time as the exact amount of damages due to the

Agency from Contractor is determined. Further, the Agency may withhold amounts due to Contractor as the Agency deems necessary to protect the Agency against loss because of outstanding liens or claims of former lien holders and to reimburse the Agency for the excess costs incurred in procuring similar goods or services. Contractor shall be liable for excess costs incurred by the Agency in procuring from third parties replacement Services or substitute Goods as cover.

C. Remedies Not Involving Termination

The Agency, its sole discretion may exercise the following remedies in addition to its other remedies, to-wit:

i. Suspend Performance

Suspend Contractor's performance pending necessary corrective action as specified by the Agency without entitling Contractor to adjustment in price/cost or schedule; and/or

ii. Withhold Payment

Withhold payment to the Contractor until corrections in services are satisfactorily completed and /or acceptable goods are provided; and/or

iii. Deny Payment

Deny payment for those services not performed and/or not provided and which due to circumstances caused by the Contractor cannot be performed, or if performed, would be of no value to the Agency; provided that any denial of payment must be reasonably related to the value of work or performance lost to the Agency; and/or

iv. Removal

Demand removal of Contractor's employees, agents, or subcontractors whom the Agency deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Contract is deemed to be contrary to the public interest or not in the Agency's best interest, all such cases being within the sole discretion of Agency.

16. NOTICE and REPRESENTATIVES

A. Notice

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 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.

B. Representatives

The individuals listed below are the principal representatives of the respective Parties. With respect to the Agency's representative(s), they have authority to inspect and reject goods and services, approve invoices for payment, and act otherwise for the Agency, except with respect to the execution of modifications to or termination of this Contract. For the purposes of this Contract, the official representative(s) and addresses of the Parties are:

i. Agency:

Name	Mike Braaten
Position	Government Affairs Coordinator
Agency Name	City of Rifle
Address 1	202 Railroad Avenue
Address 2	Rifle, CO 81650
Phone	970-625-6257
Fax	
Mobile	970-319-9906
E-Mail	mbraaten@rifleco.org

ii. Contractor:

Name	Jeff Schuster
Position	President
Contractor Name	Ennovate Corporation
Address 1	10650 E. Bethany Dr. Aurora, CO 80014
Address 2	Suite A
Phone	303-309-6223
Fax	303-309-6228
Mobile	720-201-5624
E-Mail	Jeff.schuster@energyexpertise.com

17. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein constitutes a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, §CRS 24-10-101, et seq., as amended. Liability for claims for injuries to persons or property arising from the negligence of the Agency, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Act and the risk management statutes, CRS §24-30-1501, et seq., as amended.

18. MISCELLANEOUS

A. Binding Effect

Unless otherwise provided herein, 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.

B. Modification

This Contract 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 Contract on the effective date of such change, as if fully set forth herein. Except as specifically provided herein, no modification of this Contract shall be effective unless agreed to in writing by both Parties in an amendment to this Contract, properly executed and approved in accordance with Agency home rule statutes and fiscal rules.

C. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein.

D. Severability

Provided this Contract 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.

E. Counterparts

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

F. Waiver

Waiver of any breach of a term, provision, or requirement of this Contract 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.

G. Assignment-Novation

Except as otherwise specifically provided in **Exhibit A**, Contractor's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted, and novations shall not occur, without the prior, written consent of the Agency. Any attempt at assignment, transfer, subcontracting, or novations without such consent shall be void. All subcontracts/subcontractors approved by Contractor or the Agency shall be subject to the provisions hereof. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance. Contractor shall be solely responsible for all subcontracting arrangements, directions, and performance, including, but not limited to, delivery of Goods and performance of Services. Contractor shall require and ensure that each subcontractor assents in writing to all of the provisions hereof,

including indemnifying the Agency as required under the Colorado Special Provisions, below herein.

H. Third Party Beneficiaries

Enforcement of this Contract 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 Contract are incidental to the Contract, and do not create any rights for such third parties.

I. Survival of Certain Contract Terms

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

J. Jurisdiction and Venue

All suits, actions, or proceedings related to this Contract shall be held in the State of Colorado and the Parties hereby agree that venue shall be proper in the County of Sedgwick.

K. Captions

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

L. Rule of Contraction

While the Agency drafted this Contract, the Parties agree that this Contract shall not be strictly construed against the drafter.

M. Order of Precedence

The provisions of this Contract shall govern the relationship of the Agency and Contractor. In the event of conflicts or inconsistencies between this Contract and its exhibits and attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

v. Colorado Special Provisions

vi. Exhibit A, then

vii. Exhibit B, then

viii. Exhibit C, then

ix. Exhibit D.

19. COLORADO SPECIAL PROVISIONS

The Special Provisions apply to all Contracts except where noted in italics.

20.1.

AGENCY'S APPROVAL. This contract shall not be deemed valid until it has been approved by the Agency or designee.

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

20.3. INDEMNIFICATION. Contractor shall indemnify, save, and hold harmless the Agency, 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 Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

20.4. INDEPENDENT CONTRACTOR. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither contractor nor any agent or employee of contractor shall be or shall be deemed to be an agent or employee of the Agency. Contractor shall pay when due all required employment taxes and income taxes and local head taxes on any monies paid by the Agency pursuant to this contract. Contractor acknowledges that contractor and its employees are not entitled to unemployment insurance benefits unless contractor or a third party provides such coverage and that the Agency does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the Agency to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the Agency) and unemployment compensation insurance in the amounts required by law and shall be solely responsible for its acts and those of its employees and agents.

20.5. NON-DISCRIMINATION. Contractor agrees to comply with the letter and the spirit of all applicable Agency, State and federal laws respecting discrimination and unfair employment practices.

20.6. CHOICE OF LAW. The laws of the State of Colorado, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall 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 will not invalidate the remainder of this contract, to the extent that this contract is capable of execution. At all times during the performance of this contract, Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

20.7. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00. No Agency or other public funds payable under this contract shall be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies that, for the term of this contract and any extensions, Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the Agency determines that Contractor is in violation of this paragraph, the Agency may exercise any remedy available at law or equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

20.8. EMPLOYEE FINANCIAL INTEREST. CRS §24-18-201 and §24-50-507. The signatories aver that to their knowledge, no employee of the Agency has any personal or beneficial interest whatsoever in the service or property described in this contract.

20.9. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.

Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the Agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor 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 Contractor participates in the Department program, Contractor shall deliver to the Agency or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

20.10. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101. Contractor, 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 contract.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

CONTRACTOR: Ennovate Corporation

Name: Jeff L. Schuster

Title: President

AGENCY: City of Rifle

Name: Mike Braaten

Title: Government Affairs Coordinator

Signature

Signature

Exhibit A to Technical Energy Audit & Project Proposal Contract
Scope of Work
City of Rifle

- 1) **Data and Information.** Collect data and background information from Agency concerning facility operation and energy use for the most recent three years from the effective date of this Contract as follows:
 - a. Building square footage.
 - b. Construction data of buildings and major additions including building envelope.
 - c. Utility company invoices.
 - d. Occupancy and usage information.
 - e. Description of all energy-consuming or energy-saving equipment used on the premises.
 - f. Description of energy management procedures utilized on the premises.
 - g. Description of any energy-related improvements made or currently being implemented.
 - h. Description of any changes in the structure of the facility or energy-using or water-using equipment.
 - i. Description of future plans regarding building modifications or equipment modifications and replacements.
 - j. Drawings, as available (may include mechanical, plumbing, electrical, building automation and temperature controls, structural, architectural, modifications and remodels).
 - k. Original construction submittals and factory data (specifications, pump curves, etc.), as available.
 - l. Operating engineer logs, maintenance work orders, etc., as available.
 - m. Records of maintenance expenditures on energy-using equipment, including service contracts.
 - n. Prior energy audits or studies, if any.
- 2) **Identify Potential Measures**
 - a. Interview individuals with knowledge of the facility such as the facility manager, maintenance staff, subcontractors and occupants of each building regarding:
 - i. Facility operation, including energy management procedures.
 - ii. Equipment maintenance problems.
 - iii. Comfort problems and requirements.
 - iv. Equipment reliability.
 - v. Projected equipment needs.
 - vi. Occupancy and use schedules for the facility and specific equipment.
 - vii. Facility improvements – past, planned and desired.
 - b. Survey major energy-using equipment, including, but not limited to, lighting (indoor and outdoor), heating and heat distribution systems, cooling systems and related equipment, automatic temperature control systems and equipment, air distribution systems and equipment, outdoor ventilation systems and equipment; exhaust systems and equipment; hot water systems, electric motors, transmission and drive systems, special systems such as kitchen/dining equipment and swimming pools, renewable energy systems, other energy using systems, water consuming systems, such as restroom fixtures, water fountains, and irrigation systems.
 - c. Perform "late-night" surveys outside of normal business hours or on weekends to confirm building system and occupancy schedules, if deemed necessary.
 - d. Develop a preliminary list of potential energy and water saving measures. Consider the following for each system:
 - i. Comfort and maintenance problems.
 - ii. Energy use, loads, proper sizing, efficiencies and hours of operation.
 - iii. Current operating condition.
 - iv. Remaining useful life.
 - v. Feasibility of system replacement.
 - vi. Hazardous materials and other environmental concerns.
 - vii. Agency's future plans for equipment replacement or building renovations.
 - viii. Facility operation and maintenance procedures that could be affected.
 - ix. Capability to monitor energy performance and verify savings.

- 3) **Base-Year Consumption.** Establish base-year consumption and reconcile with end-use consumption estimates.
 - a. Establish appropriate base year consumption by examining utility bills for the past three years for electricity, gas, propane, steam, water, and any other applicable utilities. Present base year consumption in terms of energy units (kWh, kW, ccf, Therms, gallons, or other units used in bills), in terms of energy units per square foot, in terms of dollars, and in terms of dollars per square foot. Describe the process used to determine the base year (averaging, selecting most representative contiguous 12 months, removal of anomalies, or other statistical or weather-normalized method). Consult with facility personnel to account for any anomalous schedule or operating conditions on billings that could skew the base year representation. Contractor shall account for periods of time when equipment was broken or malfunctioning in calculating the base year.
 - b. Estimate loading, usage and/or hours of operation for all major end uses of total facility consumption including, but not limited to: lighting, heating, cooling, motors (fans, pumps, and other pertinent), plug loads, and other major energy and water using equipment. Where loading or usage are highly uncertain (including variable loads such as cooling), Contractor shall use its best judgment, spot measurements or short-term monitoring. Contractor should not assume that equipment run hours equal the operating hours of the building(s) or facility staff estimates.
 - c. Reconcile annual end-use estimated consumption with the annual base year consumption. This reconciliation shall place reasonable "real-world" limits on potential savings. Propose adjustments to the baseline for energy and water saving measures that shall be implemented in the future.
 - d. For facilities constructed and occupied prior to July 1, 2005, establish the actual FY 2005/2006 baseline utility consumption and compare to the EPC base year consumption. Document, analyze, and defend all variances between the EPC base year consumption values and the actual FY 2005/2006 facility baseline utility consumption.
- 4) **Preliminary Analysis.** Develop a preliminary analysis of potential energy and water saving measures.
 - a. List all potential opportunities, whether cost-effective or not. Consider technologies in a comprehensive approach including, but not limited to: lighting and daylighting systems, heating/ventilating/air conditioning equipment and distribution systems, controls systems, building envelope, motors, kitchen equipment, pools, renewable energy systems, other special equipment, irrigation systems, and water saving devices.
 - b. Identify measures which appear likely to be cost effective and therefore warrant detailed analysis.
 - c. For each measure, prepare a preliminary estimate of energy or water cost savings including description of analysis methodology, supporting calculations and assumptions used to estimate savings.
- 5) **Preliminary Meeting.** Meet with Agency to present preliminary analysis prior to complete analysis. Describe how the projected project economics meet the Agency's terms for completing the Technical Energy Audit and Proposal Contract. Discuss assessment of energy use, savings potential, project opportunities, and potential for developing an energy performance contract. Develop a list of recommended measures for further analysis. The Agency shall at its discretion, have the option to reject any presented calculations of savings, potential savings allowed, or project recommendations.
- 6) **Savings and Cost Analysis.** Analyze savings and costs for each mutually agreed to energy and water saving measure and any mutually agreed to capital improvement measures.
 - a. Follow the methodology of the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) or other nationally-recognized authorities following the engineering principle(s) identified for each retrofit option.
 - b. Utilize assumptions, projections and baselines which best represent the true value of future energy or operational savings. Include accurate marginal costs for each unit of savings at the time the audit is performed, documentation of material and labor cost savings, adjustments to the baseline to reflect current conditions at the facility, calculations which account for the interactive effects of the recommended measures.
 - c. Use best judgment regarding the employment of instrumentation and recording durations so as to achieve an accurate and faithful characterization of energy use.
 - d. Use markups and fees stated in contract in all cost estimates.
 - e. Develop a preliminary measurement and verification plan for each measure.

- f. Follow additional guidelines for analysis and report preparation given below.
 - g. Include cost to provide services and complete application for ENERGY STAR Label, LEED-EB certification for Existing Buildings, or other certification.
- 7) **Draft Audit Report.** Prepare a draft Technical Energy Audit Report. The report provides an engineering and economic basis for negotiating a potential Energy Performance Contract between the Agency and the Contractor. The report shall include:
- a. Overview.
 - i. Contact information.
 - ii. Summary table of recommended energy and water saving measures, with itemization for each measure of total design and construction cost, annual maintenance costs, the first year cost avoidance (in dollars and energy/water units), simple payback and equipment service life.
 - iii. Summary of annual energy and water use by fuel type and costs of existing or base year condition.
 - iv. Calculation of cost savings expected if all recommended measures are implemented and total percentage savings of total facility energy cost.
 - v. Description of the existing facility, mechanical and electrical systems.
 - vi. Summary description of measures, including estimated costs and savings for each as detailed above.
 - vii. Discussion of measures considered but not investigated in detail.
 - viii. Conclusions and recommendations.
 - b. Base year energy use.
 - i. Description and itemization of current billing rates, including schedules and riders.
 - ii. Summary of all utility bills for all fuel types and water.
 - iii. Identification and definition of base year consumption and description of how established.
 - iv. Reconciliation of estimated end use consumption (i.e. lighting, cooling, heating, fans, plug loads, etc) with base year (include discussion of any unusual findings)
 - c. Full description of each energy and water saving measure including:
 - i. Written description of:
 - A. Existing conditions.
 - B. Description of equipment to be installed and how it shall function.
 - C. Include discussion of facility operations and maintenance procedures that shall be affected by installation/implementation.
 - D. Present the plan for installing or implementing the recommendation.
 - ii. Savings calculations:
 - A. Base year energy use and cost.
 - B. Post-retrofit energy use and cost.
 - C. Savings estimates including analysis methodology, supporting calculations and assumptions used.
 - D. Annual savings estimates. The cost savings for all energy saving measures must be determined for each year during the contract period. Savings must be able to be achieved each year (cannot report average annual savings over the term of the contract).
 - E. Savings must be limited to savings allowed by the Agency as described above.
 - F. Percent cost-avoidance projected.
 - G. Description and calculations for any proposed rate changes.
 - H. Explanation of how savings interactions between retrofit options are accounted for in calculations.
 - I. Operation and maintenance savings, including detailed calculations and description. Ensure that maintenance savings are only applied in the applicable years and only during the lifetime of the particular equipment.
 - J. If computer simulation is used, include a short description and state key input data. If requested by Agency, access shall be provided to the program and all assumptions and inputs used, and/or printouts shall be provided of all input files and important output files

and included in the Technical Energy Audit with documentation that explains how the final savings figures are derived from the simulation program output printouts.

K. If manual calculations are employed, formulas, assumptions and key data shall be stated.

L. Conclusions, observations, caveats.

iii. Cost estimate – Include all information required under CRS §24-30-2002 as well as a detailed scope of the construction work suitable for cost estimating. Include all anticipated costs associated with installation and implementation. Provide preliminary specifications for major mechanical components as well as detailed lighting and water fixture counts. The following shall also be included:

A. Engineering/design costs.

B. Contractor/vendor estimates for labor, materials, and equipment; include special provisions, overtime, and all other appropriate items, as needed to accomplish the work with minimum disruption to the operations of the facilities.

C. Permit costs.

D. Construction management fees.

E. Environmental costs or benefits (disposal, avoided emissions, handling of hazardous materials, and any other related costs).

F. Note that all markups and fees stated in **Exhibit D** to the Technical Energy Audit and Project Proposal Contract (TEAPP), to which this Exhibit A is attached, shall be used in the cost estimates, unless otherwise documented and justified due to change in scope or size of project or other unforeseen circumstances.

G. Conclusions, observations, caveats.

H. Other cost categories as defined above under “markups” in Contract.

d. Miscellaneous:

i. Estimate of average useful service life of equipment.

ii. Preliminary commissioning plan.

iii. Preliminary measurement and verification plan, following the International Performance Measurement and Verification Protocol most current International Performance Monitoring and Verification Protocol (IPMVP), explaining how savings from each measure is to be measured and verified.

iv. Discussion of impacts that facility would incur after contract ends. Consider operation and maintenance impacts, staffing impacts, budget impacts, etc., and identify who is responsible for maintenance.

v. Compatibility with existing systems.

8) **Post-Audit Meeting.** Meet with Agency to review the recommendations, savings calculations and impact of the measures on the operations of the facility. Describe how the projected project economics meet the Agency’s terms for completing the Technical Energy Audit and Performance Contract Proposal. Discuss the willingness and capability of Agency to make capital contributions to the project to improve the economics of the overall project. Revise Audit as directed by Agency.

9) **Complete and Present Final Technical Energy Audit Report.** Deliver final audit report to Agency for approval. Execute Exhibit B to the TEAPP.

10) **Proposal.** Prepare an Energy Performance Contract Proposal using the State of Colorado’s Energy Performance Contract documents. In anticipation of Contractor and Agency entering into an Energy Performance Contract to design, install, and monitor the energy and water saving measures proposed in the Technical Energy Audit Report, Contractor shall prepare a proposal to be incorporated in an Energy Performance contract that includes the following:

a. Project Cost is the maximum not to exceed amount Agency shall pay for the project and Contractor’s services. Costs must be consistent with mutually agreed to markups and fees established in **Exhibit D** to the TEAPP. Costs may include but are not limited to: engineering, designing, packaging, procuring, installing (from Technical Energy Audit Report results); performance/payment bond costs; construction management fees; commissioning costs; maintenance fees; monitoring fees; training fees; and overhead and profit.

b. Include a List of Services that shall be provided as related to each cost.

- c. Expected term of the Energy Performance Contract.
- d. Expected utility rate forecast (escalation or decline) based on historical trends, utility provider rate forecasts, economic forces of supply and demand (global, national, local or regional), natural resource availability, technology, utility capital investment, and environmental requirements. (GEO and/or the Agency shall be consulted on the appropriate fuel price escalation factors for all projects.)
- e. Description of how the project shall be financed including available interest rates and financing terms, based on interest rates likely available to Agency at this time, and based on a 60-day and 90-day lock option.
- f. Explanation of how the savings shall be calculated and adjusted due to weather (such as heating and cooling degree days), occupancy or other factors. Monitoring and verification methods must be consistent with the most current IPMVP.
- g. Analysis of annual cash flow for Agency during the contract term.

Exhibit B – Technical Energy Audit & Project Proposal Contract

Notice of Acceptance of Technical Energy Audit Report

Notice of Acceptance

Date of Notice _____

Subject to the Parties entering into a new contract under §6(A) of the Contract for Technical Energy Audit and Project Proposal, which was signed by the Agency, notice is hereby given that Agency accepts the Contractor's proposal .

AGENCY: City of Rifle

Name: Mike Braaten

Title: Government Affairs Coordinator

Signature

Date

Exhibit C – Technical Energy Audit & Project Proposal Contract

Buildings Included in Scope of Work

Agency Name: City of Rifle

The following tables lists the buildings included in the Technical Energy Audit (TEA) Scope of Work.

Building	Building Type	Building Age	Building GSF	Bldg. Audit \$/SF	Bldg. Tot Audit \$
Rifle City Hall	Office Building	26 years	27,000	\$0.09	\$2,430
Rifle Senior Center	Office Building	28 years	9,400	\$0.09	\$846
Rifle Justice Center	Office Building	1 year	18,000	\$0.09	\$1,620
Rifle Parks Mant.	Shop	1 year	10,500	\$0.09	\$945
Rifle Outdoor Pool	Recreation	40 years	na	\$1,000	\$1,000
Rifle Public Works	Office	3 years	8,260	\$0.09	\$743.40
Sport Field Lighting	Recreation	Unkown	na	\$450	\$450
Ute Movie Theater	Theater	80 years	8,500	\$.09	\$765.00

TOTAL COST OF TEA: \$8,799.40

Exhibit D – Technical Energy Audit & Project Proposal Contract

Project Cost and Pricing Elements

COST AND PRICING

Maximum rates were established for ESCOs participating in the GEO/EPC program. Below are rates agreed for this specific project that are equal to or less than the maximum established rates, based on the size, scope and location of this specific project.

Markups

Markups shall be calculated as a percentage added to the base cost for the project. The use of margins in lieu of markups is not acceptable. Use only the categories shown. Ranges for markups are not acceptable.

MARK-UPS		
<i>CATEGORY OF MARK-UP</i>	<i>MARK-UP APPLICATION</i>	<i>MAXIMUM % MARK-UP</i>
Overhead	Applies to all direct & indirect costs	10%
Profit	Applies to all direct & indirect costs	10%
Labor – Internal	Overhead & profit markup from above apply to this category. There is no additional mark-up.	N/A
Equipment Purchased	Overhead & profit markup from above apply to this category. There is no additional mark-up.	N/A
Materials Purchased	Overhead & profit markup from above apply to this category. There is no additional mark-up.	N/A
Subcontract Labor	Overhead & profit markup from above apply to this category. There is no additional mark-up.	N/A
Subcontract Material	Overhead & profit markup from above apply to this category. There is no additional mark-up.	N/A

Fees

Use only the categories shown. Ranges for fees are not acceptable.

FEES		
Category	How Determined and Used	Application (1x, Annual)
Technical Energy Audit	The target rate for G-NECI is \$.09 per square foot. Normal cost ranges from \$0.06 to \$0.15 per square foot and only applies to facilities included in final draft of TEA. The maximum price is \$0.25 per square foot. No cost for Preliminary TEA. Specialty buildings like waste water treatment plants, airports, swimming pools, pump houses and irrigation systems are not estimated on a \$/sqft basis and are priced on a project by project basis.	One Time
Solicit & Evaluate Financing	Cost is included in project development activity.	N/A
Project Development	Fees range from \$40/hr to \$175/hr depending on resources used in the project. Normally, development costs are 3% to 5% of total project costs for most EPC efforts. The target rate for G-NECI is 5%. These fees are disclosed and negotiated at the presentation of preliminary TEA.	One Time
Design	Design costs are a function of the complexity of the project. The target rate for G-NECI is 7.5%. Most ECMs will have a maximum of 8% of total project costs. Complicated ECMs like ground source pumps will have a maximum of 15% of total project costs. These fees are disclosed and negotiated at the presentation of the preliminary TEA.	One Time
Project Management	The target rate for G-NECI is 8.5% of subcontractor and material costs. These costs normally range from 6% to 10% depending on travel and subsistence costs.	One Time
Contingency	5% of subcontractor and material costs	One Time
Permits	Actual cost	One Time
Performance Bond	Actual cost	One Time
Commissioning	Commissioning is priced for specific projects based on complexity of the project. Commissioning for lighting retrofits is 1% of lighting retrofit cost. Commissioning for complex projects may be as high as 10% of the retrofit costs.	One Time
Initial Training on Installed Measures	1% of subcontractor and material costs are allotted for training.	One Time
Additional Training	Same cost as initial training. 1%	Per Session
Monitoring and Verification	If the building requires a meter-based guarantee AND the data is not available via EnergyStar, then \$2,750 per building per meter per year for ongoing M&V energy auditing through the Energy Information Network (EIN) system. One time M&V is estimated at the end of the project and is included in the Commissioning cost. The annual costs is escalated annually according to the Denver/Boulder area CPI.	Annually
Warranty Service	Equipment warranties are provided by manufacturer's at no cost. However, Ennovate does estimate 2% of Ennovate-ordered equipment to cover warranty labor costs. This estimate is added to Ennovate's direct cost line item.	One Time
Maintenance on Installed Measures	Ennovate does not require maintenance costs as part of its EPC project effort.	N/A



TO: John Hier, City Manager
FROM: Dick Deussen, City Engineer *DD*
Mike Braaten, Governmental Affairs
CC: Matt Sturgeon, Assistant City Manager
Daryl Meisner, Chief of Police
Tom Whitmore, Parks Director
Rod Hamilton, Public Works Director
DATE: January 14, 2010
RE: Change Order for Photovoltaic System at O&M Service Building

Please ask Council to authorize a change order to the contract with Simplicity Solar LLC for an amount not to exceed \$61,890. The change is requested to include a photovoltaic system (9.9 kw) on the roof of the Operations and Maintenance Building. This will increase the total amount of the contract to \$167,690.

The original contract value of \$105,800 awarded at the last Council Meeting did not use the entire GNECI grant. By adding a third building and increasing the amount of the rebate (by adding the wattage for the building), the cost for all three buildings can be incorporated into the total of grant plus rebate. The amount of grant plus rebate will thus allow three buildings instead of two to receive solar installations without any cost to the City.

Funds are available from the 2010 Capital Improvement Fund (206-4900-400-733). These funds would only be used to pay upfront grant and rebate costs prior to reimbursement from DOLA, Garfield County and Xcel. The amount could be used to offset solar systems for other City facilities in the future. The grant in the amount of \$87,500 will be provided by the County of Garfield New Energy Communities Initiative and an amount approximately equal to \$80,190 for all three buildings is available from rebates by Xcel.

If you have questions, please contact me.



John Hier

From: Joan Leavenworth [jsl@sopris.net]
Sent: Thursday, January 14, 2010 9:51 AM
To: John Hier
Cc: jsn@lklawfirm.com; Karl J. Hanlon; Charlie Stevens
Subject: Proposal for special water counsel

Mayor Keith Lambert
City Council
City of Rifle

Re: Proposal for Special Water Counsel

Dear Mayor Lambert and Members of the City Council:

As you know, I have decided to make a change in my life and open my own law office (Loyal E. Leavenworth, P.C.) in Carbondale. I believe this change will be good for me and my clients. I am writing to advise you that I am resigning as City Attorney and recommend that you appoint Jim Neu to that position.

I would like to propose that I continue to perform legal services for the City of Rifle in the area of water rights matters as I have done since May of 1976. For this purpose I would ask that I be appointed by the City Council as Special Water Counsel with the following scope of work:

1. Monitor water court applications and advise the City when an application could injure or adversely affect the City's water rights and file a statement of opposition on the City's behalf if authorized. I am currently representing the City in one such case filed by the West Divide District.
2. Continue to pursue with Charlie Stevens and Michael Erion obtaining a supplemental contract with the Bureau of Reclamation for additional water in Ruedi Reservoir.
3. Undertake water right dedication reviews regarding development and annexation proposals. This work is developer reimbursed. I am currently working with Michael Erion on the Airport Land Partners water rights dedication for its annexation.
4. Each year as part of the budget process a work plan for water rights work is developed and approved by the City Manager, subject to adoption by the City Council.
5. File and prosecute water court applications on behalf of the City as authorized by the City Council. There are no such pending applications nor are any contemplated in the foreseeable future.

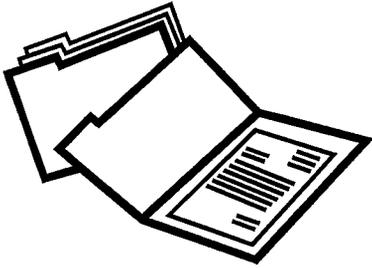
The foregoing work would be performed at my current hourly rates charged to the City.

I also recommend that the City have Karl Hanlon represent the City on the matter discussed last night.

I look forward to continuing my 34 year relationship with the City of Rifle.

Loyal E. Leavenworth

Managers Report



January 20th, 2010

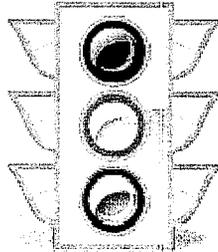
We have turned the corner and have entered into the New Year. During the past several weeks our staff have continued to clean up after the December snowstorms. We continue to remove snow from areas where it was piled up during the storm (either by City crews or citizens), where it has become a driving hazard or problematic.

Most departments are planning their work projects for 2010. These will be detailed in the 2009 / 2010 annual report which will be complete by February 1st, 2010.

Other recent issues include:

TRAFFIC SIGNAL

The Public Works Department has recently received complaints about the street signal lights along Railroad Avenue. This is especially evident with the light at 16th Street. Staff has determined that there may be a problem with the controller or program on the 16th Street light. The company which supplied the light and its controls has been contacted, and we hope to bring them to Rifle to work on it.



SEWER SPILL

A minor sewage backup occurred on Monday night, January 11th, near the Rifle Municipal pool. Sewage did back up from a plugged line into a manhole and a small amount overflowed into the grass and snow in Metro Park. City crews were able to quickly clear the line and are working on cleaning up the spill.

TRANSPORTATION MEETING

Garfield County is moving forward with the scheduled meeting for transportation issues in the evening on February 1st. The meeting is planned for all Western Garfield elected officials and staff, and will be held at Colorado Mountain College. We expect to receive a schedule shortly. Please mark your calendars.

RECYCLING

Rod Hamilton has advised that the recycling containers at the Public Works O & M shop are being exchanged for larger units. These should be in place within the next two weeks.



WASTE WATER PLANT EMPLOYEES

The City presently has two positions vacant at the Rifle Waste Water Plant. These include the "Plant Supervisor" and a "Waste Water Operator." We have been conducting phone and in person interviews this past week, and hope to have both positions filled within the next several weeks.

ALL HANDS MEETING

A meeting with all City employees is scheduled for February 2nd, 2010. Senior staff and I will review the 2010 budget, discuss work plans, and review City finances.

We normally conduct 2 – 3 meetings with employees each year to keep them informed on City issues.



On a sad note, Utility Director Charlie Stevens recently lost his mother-in-law to a lingering illness, and Recreation Director Aleks Briedis lost his grandmother this week to an extended illness. Our sympathies and prayers go out to them and their families.

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

Thanks


John

Memorandum

TO: Honorable Mayor and City Council
FROM: John Hier, City Manager
DATE: January 13, 2010
RE: SGM Request for Construction Inspection Services.

Mr. Chad Paulson has submitted the attached request to increase the City's contract with SGM Engineering for construction observation work at the Rifle Regional Wastewater Reclamation Facility.

The original agreement called for SGM to provide these services for a lump sum of \$1,030,740. One change order was approved in 2008 which increased the agreement to \$1,038,340. SGM now seeks to increase the contract by an additional amount of \$40,000.

City staff feels that the original lump sum contract amount should be honored by SGM, and does not support this request to increase it.

Staff and SGM representatives will be available to discuss this request at the January 20th meeting.

Thank you,

John Hier



December 28, 2009

Mr. Charlie Stevens
City of Rifle
202 Railroad Avenue
Rifle, Colorado 81650

RE: Rifle Regional WWRF – Contract Costs

Dear Charlie,

SGM invoicing for construction observation and management of the RRWWRF now totals \$1,033,032 with the attached invoice. This is essentially all the original contract amount of \$1,038,340. However, the City should keep in mind that approximately \$15,000 of the total invoiced to date was for out-of-scope items that were documented and approved during the construction period (e.g. Septage Receiving Station design, ~~Sewer Main Extension~~, etc.). In addition, construction has now stretched for over 3 months longer than specified in the contract documents, which was the basis of our original services estimate. While construction activities have greatly diminished in the last week, SGM must still perform some final observation and management duties as well as compile record drawings for the project. Our best guess at this time is that it will cost an additional \$40,000 to finish the project, depending on progress, contractor schedule, and punch list items. We will keep you apprised of the overall budget and will continue to bill on an hourly basis.

SGM values and appreciates our long-term relationship with the City. We are sensitive to City budget issues and will do everything we can to help control costs. We are available for further budget discussions if desired.

Respectfully,
Schmueser Gordon Meyer Inc.

Chad Paulson, P.E. *Ext*
Project Manager

CC: Blaine Wright, SGM
Louis Meyer, SGM
Jeff Simonson, SGM

UTILITY DEPARTMENT

INTEROFFICE MEMO

TO: John A. Hier, City Manager
FROM: Charles G. Stevens, Utility Director
CC: Dick Deussen, P.E., Project Engineer, Greg Colter, Wastewater Supervisor, Louis Meyer, P.E., President SGM Engineering
DATE: November 14, 2007
RE: Construction Observation Services for City of Rifle Regional Wastewater Reclamation Facility

Please request the City Council to authorize the execution and expenditure for a contract between the City of Rifle and SGM Engineering for the engineering services required to observe construction activities, document change orders, develop operation and maintenance manuals including data entry into electronic spreadsheets, develop as-built drawings, conduct shop drawing submittal review, act as owners representative, develop valve and equipment numbering system with tags, and conduct other engineering activities necessary to get the Wastewater Reclamation Facility constructed over a 24 month period.

The cost of these services is \$1,030,740 as outlined in the letter and attachments sent to the City of Rifle on November 14, 2007 by Mr. Meyer. The City of Rifle's Utility Director met with Mr. Meyer on Thursday November 8, 2007 to discuss the final details of the contract. These details included the scope of work, and lump-sum pricing for this contract.

Mr. Meyer indicated that the cost of \$1,030,740 was to be considered a lump-sum price. SGM will need one (1) staff person on-site 100% of the time and two (2) staff members on-site the majority of the time. The contractor will be doing approximately \$1,000,000/month of construction activities thus the need for two (2) full-time SGM staff members to be on-site throughout the project. Having this support is imperative to the project to maintain schedule and ensure a quality project upon completion.

The Utility Director and the Project Engineer recommend the approval of this contract.

Attachments (2)



S | G | M

MEMORANDUM

TO: Charlie Stevens

FROM: Louis Meyer P. E.

DATE: Wednesday, November 14, 2007

SUBJ: RRWWRF Construction Observation Engineering Services

Charlie,

As requested the purpose of this email is to provide the City of Rifle an estimate of professional engineering services required during construction for the Regional Wastewater Reclamation Facility. The major general work effort tasks are as follows:

- Field Engineering (Owners Project Representatives) (definition and scope as defined in EJCDC General Conditions)
- Submittal Reviews
- Project Management including Project Manager attendance at meetings, trouble shooting, pay request reviews, value engineering, and minor design changes throughout construction.
- Contractor and Regulatory Agency Meeting Coordination
- Field Surveying
- Operation and Maintenance Manuals as discussed and agreed upon by Louis Meyer and City of Rifle Utility Director and as required by CDPHE.
- Equipment Testing and Plant Process Start Up Services
- Warranty period follow up services

118 W. 6th Street, Suite 200
Glenwood Springs, CO 81601

Schmueser Gordon Meyer, Inc.

(970)945-1004
(970)945-5948 FAX

A1.05 Construction Phase

A. Upon written authorization from Owner to provide Construction Phase Services, Engineer shall:

1. General Administration of Construction Contract. Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, who shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing. The RPR shall not make decisions concerning cost and or time without consulting first with the Owner.

2. Resident Project Representative (RPR). Provide the services of an RPR at the Site of the Specific Project to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not extend Engineer's responsibilities or authority beyond the specific limits set forth elsewhere in this agreement.

3. Arrange for special inspections by others.

4. Pre-Construction Conference. Conduct the Pre-Construction Conference prior to commencement of Work at the Site.

5. Baselines and Benchmarks. As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

6. Visits to Site and Observation of Construction. In connection with observations of Work in progress;

a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to Engineer in the General Conditions of the Construction Contract. but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, Engineer will determine in general if

extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Engineer has an obligation to meet any Contractors submittal schedule that has earlier been acceptable to Engineer.

11. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.

12. Inspections and Tests. Require such special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

13. Disagreements between Owner and Contractor. Render formal written decisions on all claims of Owner and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

14. Applications for Payment. Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, the Work has progressed to the point indicated, the quality of such is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of Engineer contained in paragraph A1.05.A.6.a are expressly subject to the limitations set forth in paragraph A1.05.A.6.b and other express or general limitations in this Agreement and elsewhere.

paragraph A1.05.A.14.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

B. Duration of Construction Phase. The Construction Phase will commence with the execution of the first Construction Agreement for a Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If a Specific Project involves more than one prime contract as indicated in the Task Order, Construction Phase services may be rendered at different times in respect to the separate contracts.

C. Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Engineer shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents. However the RPR shall inform the owner if work has not met the intent of the contract documents.

A1.06 Post-Construction Phase

A. Upon written authorization from Owner to begin during Construction Phase Services, Engineer shall:

- 1. Provide assistance in connection with the testing and adjusting of Project equipment or systems.**
- 2. Assist Owner in training Owner's staff to operate and maintain Project, equipment, and systems.**
- 3. Assist Owner in developing procedures for control of the operation and maintenance of, and record keeping for, equipment and systems for the Specific Project.**
- 4. Together with Owner, visit the Specific Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.**
- 5. In company with Owner or Owner's representative, provide an inspection of the Specific Project within one month before the end of the Warranty Period to ascertain whether any portion of the Work is subject to correction.**

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in the Task Order, will terminate at the end of the Correction Period.

CITY OF RIFLE
WWTF FIELD ENGINEERING
PROJECT MAN-HOUR LIST

FILE ENGREGST
 DATE: NOVEMBER 2007
 SCHMUESER GORRON MEYER

TASK #	TASK AND DESCRIPTION	PRINCIPAL ENGR	SENIOR ENGR	REGISTERED ENGR	PROJECT MNGR	SENIOR FIELD ENG	FIELD ENGINEER	SURVEY MNGR	CADD	CALC TECH	TWO MAN SURVEY CREW	CLERICAL	TOTAL COST BY TASK
		\$145	\$110	\$110	\$100	\$90	\$80	\$135	\$85	\$70	\$190	\$60	
	1 on site field engineering project representation												\$624,000
	2 submittal reviews			800		4160	3120						\$88,000
	3 project management				832								\$88,000
	4 meeting attendance				496								\$43,600
	5 operations and maintenance manual preparation			640				40	160				\$98,400
	6 surveying			320					160	80	80	4	\$26,440
	7 Start up/Record Drawings/Warranty work												\$48,800
	TOTAL MAN-HOURS	0	0	1760	1328	4160	3120	40	320	80	80	324	
	TOTAL COST PER POSITION	\$0	\$0	\$193,600	\$132,800	\$374,400	\$249,600	\$6,400	\$27,200	\$5,600	\$15,200	\$19,440	\$1,023,240

Reimbursibles (vehicle mileage, prints, copies, etc..) \$7,500

Assumptions

Construction and Start up schedule will span a total of two years.
 Senior Engineer required for two year Construction Schedule
 Field Engineer required for 18 months
 Project management required for 8 hrs per week for two years
 Meeting attendance by project manager is for one meeting per week. two hrs of prep and two hrs for actual meeting attendance.
 operation and maintenance manual required project engineer allowance for four months and cad drafting for 160 hrs
 Start up services to be performed by process engineers based upon 2 persons for 4 weeks.
 As Built Drawings or Record Drawings will be prepared by taking contractor red lines and making electronic cad changes to prepare as bulis

% of Construction Cost 4.44%

Total estimated Fee \$1,030,740
 Total Construction Cost \$23,200,000

Change Order No. 1

Order No.: 1

Date: 1/30/2008

Agreement Date: 1/10/2008

NAME OF PROJECT: Rifle Regional Wastewater Reclamation Facility-Construction Observation

Contract _____

OWNER: City of Rifle

CONTRACTOR: Schmueser Gordon Meyer

The following changes are hereby made to the CONTRACT DOCUMENTS: Design modifications to electrical service at RRWRF to accommodate additional photo voltaic installation from 1.5 MW to 2.0 MW dc.

Justification: To increase the amount of solar electricity being allowed to come to the electrical service.

Change to CONTRACT PRICE: \$7600.00

Original CONTRACT PRICE: \$1,030,740

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(s) No.(s) _____ \$1,030,740

The CONTRACT PRICE due to this CHANGE ORDER will be (increased)(decreased) by: \$7600.00

The new CONTRACT PRICE, including this CHANGE ORDER, will be: \$1,038,340

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased)(decreased) by 0 calendar days.

The date for completion of all WORK will be (Mid-February for CO#1)
Dec 2009 for project

Approvals Required:

To be effective, this ORDER must be approved by the Federal Agency (if applicable), if it changes scope or objective of the WORK, or as may otherwise be required by the Owner.

I hereby accept this order, both as work to be performed and prices on which payment is to be based.

Contractor Representative: _____

Signature Date

Recommended by: Chris D. I. 1/31/08

Signature Date

Authorized by Owner's Project Engineer: Chris Pal. 2/4/08

Signature Date

utility Approved by Owner Public Works Director: Chris D. I. 1/31/08

Signature Date

Federal Agency Approval (where applicable) _____

Signature Date



**CITY OF RIFLE
PURCHASE REQUEST**

1.	For the Purchase of (description)
	SGM to design modifications to the electrical service at RRWWRF

2.	Vendor Name
	SGM

3.	Vendor Address
	Glenwood Springs

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$7,600	\$1,000,000	Chad [Signature] 1/30/08 <i>cost of rep part # 217 is budgeted</i>

5.	Fund Number	Dept. Name	Dept. #	Sub-Account #
	320	Utility - Wastewater	4326	400-723 727

6.	Type of Purchase	
	<input type="checkbox"/>	Capital Construction
	<input type="checkbox"/>	Capital Construction - Change Order
	<input type="checkbox"/>	Capital Equipment
	<input type="checkbox"/>	Plant Equipment
	<input type="checkbox"/>	Materials, supplies, non-profession/technical services (includes computer/software maint.)
	<input checked="" type="checkbox"/>	Professional Services
	<input type="checkbox"/>	Utilities (includes equipment installation)
<input type="checkbox"/>	Land, easements, ROW	

7.	Purchasing Process Required	
	<input type="checkbox"/>	Open Market
	<input type="checkbox"/>	Comparative Pricing
	<input type="checkbox"/>	Request for Proposal (attach bid tab)
	<input type="checkbox"/>	Formal Bid (attach bid tab and advertisement)
<input checked="" type="checkbox"/>	Single Source (attach an explanation)	

8.	Authorization Required	
	<input type="checkbox"/>	City Manager
<input checked="" type="checkbox"/>	City Council	

9.	Signatures		
	Position	Signature	Date
	Department Director	[Signature]	1/31/08
	City Manager	[Signature]	1-28-08
	City Council Approval (meeting date)	N/A	

10.	Purchase Order # assigned by Finance	
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Charlie Stevens

From: Bob Hemmat [bhemmat@hemmat.com]
Sent: Thursday, January 24, 2008 2:42 PM
To: Charlie Stevens
Cc: 'Chad Paulson'
Subject: re-design primary power distribution- Rifle WWTP

Charlie,

Per your request we are prepared to provide additional engineering related to the primary power distribution and the interconnection with Photovoltaic power feed. The scope of work shall be to redesign and engineer the power system for 2MW DC photovoltaic power source connected to the plant incoming switchboard and the Xcel incoming power of equal capacity. The following are the tasks we envision to perform

- 1- Design the incoming power for 2MW solar power
- 2- Resize all switches and cabling to accommodate the changes
- 3- Submit the new revised drawing to Xcel and Sun Edison for approval
- 4- Revise specification documents
- 5- Coordinate with switch manufacturer
- 6- Revise drawings
- 7- Coordinate with Xcel and Sun Edison for any clarification
- 8- Coordination and provide drawings to SGM for distribution and follow-up

Our fees for the work will be \$7,600. Please provide us with the authorization to proceed.

Sincerely,

Bob Hemmat, P.E.



MEMORANDUM

To: John Hier, City Manager
From: Mike Braaten, Government Affairs Coordinator
Date: January 14, 2010
Re: Staff Report

The State Legislature opens the legislative session

The Colorado Legislature's 120 day legislative session kicked off January 13. The opening day saw over 150 bills introduced, with only a handful with a relationship to local government. Much of the focus of this year's legislative session will be on the state budget, both balancing the current year's budget and the development of the next state fiscal year's budget (July '10-June '11). The Governor has already temporarily redirected DOLA energy impact grant funding to help balance the State's General Fund for the current fiscal year and staff will be watching to ensure this isn't an ongoing transfer. Other municipal-related issues that will be considered during this legislative session include Urban Renewal and the use of tax increment financing, the roll-back of certain motor vehicle fees that were increased last year, potential fee/permit increases from CDPHE for water/wastewater permits, the regulation of medical marijuana, and various bills relating to renewable energy.

Unrelated, but of interest to Rifle will be funding for the Department of Corrections related to the Rifle Correctional Center, the desire to make the Colorado State Park System the first in the country to use net-zero energy usage, the push to develop local markets for Colorado's natural gas and the desire to expand the current renewable energy portfolio requirement for large utilities (Xcel) from its current of 20% by 2020 to 30% by 2020.

Rifle Bucks Shopping and Dining Incentive Program

The last day for businesses to request reimbursement of Rifle Bucks was January 7, 2010. Over all, the City spent \$42,600 on 2,130 Rifle Buck reimbursements to about 35 local participating businesses. Approximately an additional \$1,200 was spent in relation to program supplies, advertising, and graphic design work (an exact total was not available as of the Council Packet deadline). We continue to hear positive feedback on the program and requests to run it again. The remaining funding, approximately \$6,000, in staff's estimation is insufficient to pursue another round of Rifle Bucks.

Federal Appropriation for Water Transmission Improvements

Through the federal appropriation process the City received \$300,000 in an EPA State and Tribal Assistance Grant (STAG). This grant requires a 45% non-federal match for a total minimum project of \$435,000. After a recent call with the EPA representative handling the grant, to receive the funding we must first further define a project and conduct an environmental assessment. Once the project is better defined and the environmental assessment is complete and approved by EPA, the funds will be released to the City for construction. As the funds are from the Federal Government, they come with "strings" - the project must comply with Davis-Bacon wages (a federal prevailing wage law). The City Engineer and Utility Director will now be managing the project and I will lend assistance as needed.

GNECI – Rifle Solar Arrays

Staff recently held the pre-construction meetings with the solar contractor selected to install the solar arrays at the Police and Parks buildings. Additionally, the solar contractor has agreed to provide a third solar installation at the Public Works Operations Centers at no additional charge to the City. The third proposed installation will be paid for through the remaining GNECI grant funds and Xcel rebates. Staff will approach Council at the meeting on January 20th with a change order to add the third solar installation.

GNECI – Performance Contracting

At the City Council meeting on the 20th, Council will be asked to approve the Technical Energy Audit Contract to allow our performance contractor Ennovate to begin their initial analysis of our buildings. Their work will focus on the buildings identified including City Hall, the Pool, Field Lighting, the Parks Maintenance Building, the Police Station, Public Works O&M building, Senior Center and Ute Movie Theater. Performance contracting will allow the city to realize energy efficient improvements in the identified buildings and finance those improvements through the energy savings with no out-of-pocket costs from the City. A memo, additional info, and the actual Technical Energy Audit contract are included in this packet. I welcome questions or comments on this subject.

GNECI – Energy Tracking

Through GNECI grant, the City and other GNECI partners are also working with another company called NET (New Energy Technology) of Grand Junction that will be tracking energy use in select city facilities to allow us to better understand how the City uses energy and hopefully realizing some efficiencies through equipment change-out and behavior changes. Staff will be providing NET with our Xcel energy bills and they will enter the data into their software and then provide the info to City staff. They will also be providing training to staff to better understand the information provided.

GNECI – Fleet Efficiency

Through the GNECI grant, the City has access to a fleet efficiency consultant, Mike Ogburn for 2010. Mr. Ogburn is a former engineer with Ford Motor Company and an employee of the Rocky Mountain Institute (“a think and do tank”) and now runs a consulting business out of Carbondale. Mr. Ogburn presented to a number of department heads in early January regarding fleet efficiency and vehicle use and was very well received. Staff will be following up with him further regarding the efficiency and the City’s fleet. He has also scheduled a Fleet Efficiency Workshop at the Glenwood Community Center on Feb. 5th. Please let me know if additional information is desired.

PUC Rulemaking officially adopted.

In December, the Colorado Public Utilities Commission (FINALLY) officially adopted the new rules of the Renewable Energy Standard regulations. As you may recall, Rifle was only one of three municipalities in the entire state (Denver and Boulder being the others) that were active in the rule making process. Our interest was the elimination of the 2 MW limit on customer sited solar facilities - a limiting factor when we established our existing solar array. The new limit ties the amount of solar allowed to 120 percent of the customers annual energy need/use.

CML’s Annual Legislative Workshop and Policy Committee Meeting

CML’s annual legislative workshop will be held in Denver on Wednesday, February 24th from 8am to 4pm. The legislative workshop will include presentations from CML’s lobbyists, legislators, state officials and the Governor regarding the current legislation session. The following day, February 25th, the CML policy committee will meet to recommend positions on pending legislation to the CML executive board. I plan to attend and encourage others that are able to attend as well. Please see me for more information.



ENGINEERING / PUBLIC WORKS / UTILITIES

PROJECT STATUS REPORT as of: 1/20/10

* = New Information

Capital Improvement Projects

Rifle Regional Wastewater Reclamation Facility

*Instrumentation and control punch list items are nearly complete. The 30" influent line has been installed along US 6 and sewage is now being diverted to the new facility from the North WWTP. Staff has moved into and is operating the new facilities. The contractor will return to complete his work in early spring.

Water Treatment Plant Design

*Progress continues on the study (Phase 1) with a Draft Basis of Design Report (BODR) under staff review. A reverse osmosis pilot test is being conducted at the GMWTP which will continue through April. A process flow diagram and hydraulic profile has been developed incorporating membrane filtration and a split flow, partially through granulated activated carbon (GAC) and the remaining flow through reverse osmosis (RO).

Separate tasks include development of reports on connecting Beaver Creek to the new water treatment facility, advantages of Site 2 versus Site 1, use of riverbank filtration and filing an application for a discharge permit to pump Rifle Pond water back to the Colorado River. These are being completed.

***Powdered Activated Carbon (PAC) System at GMWTP**

Preliminary design is underway for a PAC system to reduce taste and odor. The system would be installed at the GMWTP. It is intended to lease the equipment over a six month period covering the summer months. 30% drawings have been received for staff review. We will send the final drawings to about seven local and selected contractors to provide construction management with a guaranteed maximum price contract.

Centennial Park Development

*Base slab and foundation for the irrigation pumphouse is underway. Work presently includes installation of the diversion structure at the edge of Rifle

Creek to divert water to the pond (near Railroad Avenue), gateway installations, and setting bridge decks. The water main across the Park has been finished. Electrical conduit has been installed north of 5th Street. The Rifle Creek diversion structure is complete and work is underway on the new diversion dam. The project is about 25% complete.

Rifle Arterial Transportation Engineering (Gateway, S.H. 13 & U.S. 6)

Alternatives reviewed and evaluated for both the gateway entrance to the City and Park Avenue extension can be viewed on www.riflegateway.com. A detailed traffic evaluation and modeling is presently underway. A draft report is expected at the end of this month. Alignment for Park Avenue and West 2nd Street is being evaluated.

2008 Water & Sewer Improvements

Work on the warranty items at the 3 mg tank are underway including silt fence removal and re-vegetation on one section of the slope at the west end of the tank.

Traffic Signal at 9th Street and Railroad Avenue

Aperion Utility Company has been authorized to replace the damaged pole and equipment. Work will begin once the materials are delivered.

Energy Park Improvements

SGM is providing design for the first phase of this development for the composting facility. *30% review drawings have been submitted. The improvements include roadways, water service, dry utilities and drainage swales. A gravity service to the existing sewer is also included.

Traffic Signal at 24th Street

*The contractor, under his warranty, will repair the thermoplastic pedestrian crossing markings next spring.

Trail along Rifle Creek

*Under design, this project is scheduled to open bids on February 8th for construction next spring. The trail section will be from the southeast corner of the City Market parking lot north to 16th Street. A long retaining wall is required adjacent to Rifle Creek.

***Photovoltaic Electric Systems**

PV systems at the Police and Court Building and the Park Maintenance Building have been awarded and work should begin shortly. Panels will be installed on the roof at the Police and Court Building and on poles at the Park Maintenance Building. It is expected the O&M building will be included at no additional cost to the City.

***Generator at Airport Pump Station**

Plans have been prepared and approved for the installation of a 275 KW generator at the Airport Pump Station. The County of Garfield is providing funds for this improvement.

Development Projects

Staff is working on the following development projects:

Development projects on hold because of the present economic downturn:

- Pioneer Mesa, Phase 2
- The Shoppes at Rifle
- Comfort Suites
- Whiteriver Plaza
- 14th Street Marketplace
- Scalzo Ranch (The Grove)

Development projects presently under construction include:

- The Bluffs
- Rifle Heights
- 16th Street Improvement (by The Farm)
- Fire station No. 3
- Mackey Building (Enterprise Court)
- Creekside Townhomes
- Willow Ranch, Phase 2
- Habitat Complex on Coal Mine Avenue
- Western Rockies Credit Union
- Champion Detention Pond
- Napa Building

Projects in progress through Planning are:

- West Side Mobile Home Park
- Queen's Crown
- Roan View Industrial Park
- Rimrock
- Remington Square
- Scott Gravel Pit
- The Farm
- Eagles Nest
- Trapper Hollow
- 819 Randolph Duplex

Garfield County Projects within the Rifle Area

Garfield County Sheriff Annex

The County is constructing a new Sheriff's Annex near the Airport and other County facilities on Hunter Mesa. The City is providing out-of-city water and sewer services. *The water and sewer service installations are complete.

Garfield County Health Services Center

This facility will be constructed adjacent to and south of the Social Services Building at Railroad Avenue and 14th Street. The County has contributed funds to improve the intersection and move the traffic signal on the southwest corner to a location which would allow a larger turn radius. Construction has begun on the building. Plans are yet

Garfield County Airport Runway Realignment and Improvements

*The County of Garfield and the FAA are expanding and realigning the airport runway, CR 346 and CR 319, alignment of Dry Creek and relocating the City's water main and trunk sewer. Staff is providing inspection of public improvements within the City. Kelly Trucking is the primary contractor.

Garfield County Airport Water and Sewer System Expansion

*The contractor is installing the main water service line connecting to the Airport Road water main near the west end of the Airport. A total of over 12,000 feet of water main and 3,500 feet of sewer are included in the work. Palisade Construction is installing the major portion of the pipelines and United Construction (Taxiway Contract) is installing the remainder. City will own, operate and maintain these facilities (which will replace existing inadequate facilities). Each building will now have its own water meter and the master meter will be removed.

Garfield County Library and Future Civic Center Complex

*Plans have been resubmitted to the City for final review. Xcel and Comcast have completed undergrounding/relocating their facilities and installing a transformer in the alley north of Centennial Parkway. The temporary parking area on the south side of City Hall is in operation. Demolition has been completed and underground utilities will be installed soon. The contractor is storing demolished materials at the Valley Lumber site until they can be recycled and reused in the construction. Adolfson & Peterson Construction is the manager for this work.

