



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
February 3, 2010
WORKSHOP 5:30 P.M.
CONFERENCE ROOM**

5:30 P.M. Water Plant Design – Malcolm Pirnie

**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 20, 2010 Regular Meeting
 - B. Minutes from the January 13, 2010 Special Meeting
 - C. Kum & Go Liquor License Renewal
 - D. 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)
- A. Environmental Assessment Approval (Dick Deussen)
- 7:12 p.m. 5. Air Quality Monitoring Program (Jim Rada)

- 7:25 p.m. 6. Clean Energy Financing (Alice Laird, GNECI)
- 7:45 p.m. 7. Closure of Dokes Lane (Tom Whitmore)
- 7:55 p.m. 8. Prosecutor Scope of Services (Jim Neu)
- 8:05 p.m. 9. Legal Defense Contract (Daryl Meisner)
- 8:15 p.m. 10. Postage Meter Contract (Daryl Meisner)
- 8:20 p.m. 11. Public Hearing: Watershed District Permit No. 1-10 (Bill Barrett Corporation Colorado River Watershed) (Jim Neu)
- 9:00 p.m. 12. Second Reading of Ordinance 1-10: Utility Delinquency Notice Amendments (Jim Neu)
- 9:10 p.m. 13. First Reading of Ordinance 2-10: Water and Sewer Service Fee Start Date (Matt Sturgeon)
- 9:20 p.m. 14. Administrative Reports
 - A. City Manager Report
 - B. Other Reports
- 9:30 p.m. 15. Comments from Mayor and Council
- 9:40 p.m. 16. Executive Session: For Discussion of a Personnel Matter Under CRS Section 24-6-402(2)(f) and Not Involving Any Specific Employees Who Have Requested Discussion of the Matter in Open Session (Jim Neu)

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 17, 2010 at 7:00 p.m.



RIFLE CITY COUNCIL MEETING

Wednesday, January 20, 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 Jay Miller, Jonathan Rice, Jen Sanborn, Jeanette Thompson, Randy Winkler, and Mayor Keith Lambert.

Councilor Sanborn moved to excuse Councilor Alan Lambert from tonight's meeting; seconded by Councilor Miller.

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

OTHERS PRESENT: John Hier, City Manager; Matt Sturgeon, Assistant City Manager; Wanda Nelson, City Clerk; Jim Neu, City Attorney; Michael Churchill, Cable 10; Rod Hamilton, Public Works Director; Dick Deussen, Engineer; Charlie Stevens, Utility Director; Charles Kelty, Finance Director; Doug Dennison; Monty Shed; Carleton Hoffmeister; Terry Broughton; John B. Scalzo; Leslie Robinson; Kelly Allen; Michael Erion, Resource Engineering; Annick Pruett; Brian J. Meinhart; Gil Frontella; Helen Rogers; Sally Brands.

CONSENT AGENDA

MINUTES FROM THE JANUARY 6, 2010 REGULAR MEETING; APPOINTMENT OF PRAB MEMBERS; 2009 AUDIT ENGAGEMENT LETTER; NOVEMBER FINANCIAL REPORT; NOVEMBER SALES TAX REPORT; ACCOUNTS PAYABLE

Councilor Rice moved to approve the Consent Agenda; seconded by Councilor Sanborn.

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

CITIZEN COMMENTS AND LIVE CALL-IN

Leslie Robinson reported that the air quality in Rifle has exceeded EPA standards multiple times. She has been in contact with the County and Energy Advisory Board.

RESOLUTION 2-10: SUPPORTING THE 2010 CENSUS

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

Brian Meinhard with the U.S. Census Bureau reviewed their process for collecting census data this year, and encouraged everyone to participate. Resolution 2-10 affirms the City's support of the Census. Councilor Rice moved to approve Resolution 2-10; seconded by Councilor Miller.

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

Rifle City Council Meeting, January 20, 2010

RIFLE SNOWMOBILE CLUB REQUEST FOR PARKING FEE WAIVER

As they've done in years past, the Snowmobile Club is requesting a waiver of all parking fees for their annual event the Poker Run on February 14th at Huffman Gulch. President Carlton Hoffmeister was present to discuss his request. Councilor Winkler moved to waive parking fees for the Poker Run; seconded by Councilor Sanborn.

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

PUBLIC HEARING: WATERSHED DISTRICT PERMIT NO. 1-10 (BILL BARRETT CORPORATION COLORADO RIVER WATERSHED)

Mayor Lambert opened the public hearing. Doug Dennison and Monty Shed with Bill Barrett Corporation were sworn in. 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. Michael Erion, consultant for the City, was sworn in and reviewed his findings of the application. Terry Broughton was sworn in and asked if there had been any studies on the flow of the streams. Mr. Erion indicated there were not. Councilor Winkler moved to continue the Public Hearing until the February 3, 2010 meeting in order for staff to meet with the applicant to negotiate additional conditions as directed by Council; seconded by Councilor Miller.

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

THEATRE LEASE EXTENSION

Councilor Winkler excused himself from voting on this item. Kelly and Jacinto Iniguez were present for this discussion. Mr. Hier explained that staff has been working to develop a lease extension for Kelly and Jacinto Iniguez for the Rifle Creek Theatre. The New Ute Theatre Society is requesting information from the Iniguez' to facilitate a smooth transition once the new management group takes over. Councilor Miller moved to approve the Extension as amended to include the actual cost of the screen and its installation; seconded by Councilor Rice.

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

Mayor Lambert called for a recess at 9:00 p.m. The meeting resumed at 9:10 p.m.

RESOLUTION 3-10: AUTHORIZING CODIFICATION OF SECTION 6.10 OF THE MUNICIPAL CHARTER

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

Ms. Nelson explained that 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 provision states that an employee can receive no more than three months salary for a severance payment. For some reason this Section was not codified in the Municipal Code. Ms. Nelson has performed a thorough review of all election records since 1993 and no

Rifle City Council Meeting, January 20, 2010

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. Councilor Miller moved to approve Resolution 3-10; seconded by Councilor Thompson.

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

FIRST READING OF ORDINANCE 1-10: UTILITY DELINQUENCY NOTICE AMENDMENTS

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

Mr. Neu explained 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 days a delinquency notice is mailed. If the bill remains unpaid at forty-five days a shut off notice is sent to the customer who has ten days to pay the balance before service is suspended. In that ten 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. Councilor Winkler moved to approve Ordinance 1-10 as presented and ordered it to be published by title as required by Charter; seconded by Councilor Rice.

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

CONTRACT FOR PERFORMANCE CONTRACT

Mr. Braaten noted that this request is to engage Ennovate Corporation to conduct an energy audit of City buildings, including City Hall, Senior Center, Justice Center, and several others. Ennovate has completed work throughout Colorado, including Rio Blanco County, the town of Meeker, and Montrose County. Councilor Thompson moved to authorize the City Manager to sign the Contract; seconded by Councilor Miller.

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

CHANGE ORDER FOR SOLAR INSTALLATION OF O&M SERVICE CENTER

Mr. Deussen noted that this Change Order is to contract with Simplicity Solar LLC to install a photovoltaic system on the roof of the Operations and Maintenance Building in an amount of \$54,730. Simplicity will be installing such systems on the Justice Center and Parks Maintenance Facility. This additional work will increase the total contract to \$167,690. Councilor Sanborn moved to approve the Change Order in an amount not to exceed \$54,730; seconded by Councilor Winkler.

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

CHANGE ORDER NO. 13 RRWRF

Mr. Stevens reported this Change Order is for \$12,165, and includes the following items: seed mix design change, extending clarifier walkways, valve actuators, and a credit for ceiling tile changes. Councilor Rice moved to approve Change Order No. 13; seconded by Councilor Thompson.

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

AUTHORIZE CITY MANAGER TO EXECUTE ENGAGEMENT LETTER WITH LEE LEAVENWORTH FOR WATER LEGAL SERVICES

Mr. Hier explained that City Attorney Lee Leavenworth is leaving the firm to initiate a smaller operation on his own. Mr. Leavenworth has been the City’s expert on water issues and staff recommends continuing that relationship. Councilor Miller moved to authorize the City Manager to execute the engagement with Mr. Leavenworth for water legal services; seconded by Councilor Rice.

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

Mayor Lambert appointed Jim Neu as the City Attorney. Mr. Neu thanked Council for their support.

ADMINISTRATIVE REPORTS

Mr. Hier reported on: snow removal; 2010 work plans; traffic lights on Railroad Avenue; sewer backup near swimming pool; transportation meeting on February 1st; recycling containers at the O&M shop; interview process for wastewater employees; all-hands meeting on February 2nd; Theatre repairs. Mr. Nelson stated there will be a joint workshop with the Council and Garfield County Commissioners on February 10th. Mr. Sturgeon reported that the Code Enforcement Officer has accepted a position with Routt County. Mr. Stevens noted that the sanitary sewer overflow was due to grease. He also stated that a wastewater operator has been hired, and reminded everyone that the workshop on February 3rd regarding the water plant design starts at 5:30 p.m.

COMMENTS FROM MAYOR AND COUNCIL

DOWNTOWN AIR QUALITY

Councilor Sanborn commented on Ms. Robinson’s earlier report on the air quality. The County should be made aware of the situation.

CONGRATULATIONS RHS!

Councilors Miller and Rice congratulated the Rifle basketball teams for their defeat over the Titans.

SNOW REMOVAL

Councilor Thompson thanked the City crews for their snow removal efforts.

Meeting adjourned at 10:00 p.m.

Wanda Nelson
City Clerk

Keith Lambert
Mayor

RIFLE CITY COUNCIL MEETING

January 13, 2010

Rifle City Hall, 202 Railroad Avenue

The special meeting of the Rifle City Council was called to order at 7:01 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; City Attorneys Lee Leavenworth and Karl Hanlon; Charlie Stevens, Utility Director; Jeff Simonson, Louis Meyer, and Warren Swanson from SGM; Malcolm Pirnie associates Lorie Sullivan and Ben Johnson.

ITEMS ON THE AGENDA

EXECUTIVE SESSION: FOR A CONFERENCE WITH THE CITY ATTORNEY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE ON SPECIFIC LEGAL QUESTIONS UNDER CRS SECTION 24-6-402(4)(B); FOR DISCUSSION OF A PERSONNEL MATTER UNDER CRS SECTION 24-6-402(2)(F)

Councilor Lambert moved to adjourn to Executive Session; seconded by Councilor Sanborn (7:03 p.m.).

Councilor Rice moved to adjourn from Executive Session; seconded by Councilor Winkler (9:23 p.m.)

ROLL CALL: Yes – A. Lambert, Miller, Rice, Sanborn, Thompson, Winkler, K. Lambert

Meeting adjourned at 9:23 p.m.

Minutes Prepared by
Wanda Nelson, City Clerk

Keith Lambert, Mayor



Memo

To: John Hier, City Manager
From: Wanda Nelson, CMC, City Clerk *(W)*
Date: Thursday, January 28, 2010
Subject: Liquor License Renewal(s)

LIQUOR LICENSE RENEWALS HAVE BEEN RECEIVED FOR:

Kum & Go Type of License: 3.2% Off Premise
120 East 1st Street

The following criteria have been met by this/these business(es):

- The applications are complete.
- The fees have been paid.

Based on the above information, I recommend approval of this/these renewal(s).



prepared check run 1/15/10

Per	Date	Check No	Vendor No	Payee	Invoice No	Seq	GL Acct No	Discnts Taken	Seq Amount
01/10	01/15/2010	45564	4325	Colo Chapter Of International	2010 MEMBEI	1	100-4240-400-510		25.00
					2010 MEMBEI	2	100-4240-400-510		30.00
					2010 MEMBEI	3	100-4240-400-510		30.00
Total 45564									85.00
01/10	01/15/2010	45565	5754	GARFIELD COUNTY HUMAN SERVIC	01/11/10	1	100-4514-400-320		97.83
01/10	01/15/2010	45566	5890	KAWASHIMA, SARAH	2000490.002	1	210-3000-347-001		18.00
01/10	01/15/2010	45567	3015	Kroger/King Sooper Cust Charge	022978	1	100-4514-400-630		53.70
					128789	1	310-4331-400-340		12.74
Total 45567									66.44
01/10	01/15/2010	45568	2830	Qwest	625-7330 12/C	1	100-4114-400-530		8.79
					625-7330 12/C	2	100-4121-400-530		11.72
					625-7330 12/C	3	100-4132-400-530		14.66
					625-7330 12/C	4	100-4151-400-530		29.31
					625-7330 12/C	5	100-4191-400-530		29.31
					625-7330 12/C	6	100-4199-400-530		11.72
					625-7330 12/C	7	100-4240-400-530		17.59
					625-7330 12/C	8	100-4317-400-530		20.52
					625-7330 12/C	9	210-4512-400-530		41.04
					625-7330 12/C	10	100-4215-400-530		99.66
					625-7330 12/C	11	310-4331-400-530		4.40
					625-7330 12/C	12	320-4325-400-530		4.40
					625-7330 12/C	13	210-4521-400-530		23.45
					625-7330 12/C	14	100-4192-400-530		11.72
					625-7330 12/C	15	310-4331-400-530		11.72
					625-7330 12/C	16	320-4325-400-530		11.72
					625-7330 12/C	17	100-4310-400-530		29.31
Total 45568									381.04
01/10	01/15/2010	45569	1125	Rifle Chamber Of Commerce	2010 MEMB A	1	100-4111-400-510		75.00
01/10	01/15/2010	45570	2852	Sykes, Hilda	01/11/10	1	100-4514-400-320		22.36
01/10	01/15/2010	45571	5889	VANTEYLINGEN, JOHN	1632101	1	001-004-175		134.64
01/10	01/15/2010	45572	1004	Verizon Wireless, Bellevue	0826075269	1	310-4331-400-530		67.71
					0826075269	2	320-4325-400-530		67.71
					0826075269	3	100-4414-400-530		75.33
					0826075269	4	100-4240-400-530		181.55
					0826075269	5	100-4422-400-530		37.18
					0826075269	6	100-4199-400-530		39.32
					0826075269	7	100-4194-400-530		36.43
					0826075269	8	100-4132-400-530		34.59
					0826075269	9	100-4311-400-530		53.88
					0826075269	10	100-4135-400-530		213.55
					0826075269	11	100-4192-400-530		366.64
					0826075269	12	100-4111-400-530		36.64
					0826075269	13	210-4521-400-530		217.92
					0826075269	14	100-4191-400-530		54.91
					0826075269	15	100-4210-400-530		1,142.82
					0826075269	16	100-4317-400-530		114.88
					0826075269	17	100-4422-400-530		255.20
					0826075269	18	330-4320-400-530		38.51
					0826075269	19	100-4514-400-530		33.29
					0826075269	20	100-4310-400-530		211.35
					0826075269	21	310-4331-400-530		209.12

Per	Date	Check No	Vendor No	Payee	Invoice No	Seq	GL Acct No	Discnts Taken	Seq Amount	
					0826075269	22	320-4325-400-530		213.51	
					0826075269	23	100-4191-400-641		160.00	
					0826075269	24	210-4521-400-641		85.00	
					0826075269	25	210-4512-400-610		85.01	
		Total 45572								4,032.05
01/10	01/15/2010	45573	2960	Walmart Community	002178	1	100-4194-400-610		64.61	
					005312	1	320-4325-400-610		63.46	
					005333	1	100-4194-400-610		21.00	
					007493	1	100-4514-400-630		53.56	
					007732	1	320-4325-400-610		24.35	
					007815	1	100-4422-400-610		39.97	
		Total 45573								266.95
01/10	01/15/2010	45574	2960	Walmart Community	RIFLE BUCKS	1	100-4800-400-887		6,100.00	
01/10	01/15/2010	45575	2830	Qwest	625-3180 12/2	1	100-4210-400-530		43.92	
					625-3712 12/C	1	100-4210-400-530		61.04	
					625-4620 12/C	1	100-4210-400-530		71.00	
					625-4960 12/C	1	100-4210-400-530		137.84	
					625-8808 12/C	1	100-4414-400-530		87.80	
		Total 45575								401.60
01/10	01/15/2010	45576	1120	Xcel Energy Inc	223008278	1	310-4331-400-410		100.83	
		Totals:								11,781.74

Dated: 1/18/10

Accounts Payable: _____

Finance Director: Chato [Signature]

Prepared check Rien 1/22/10

Per	Date	Check No	Vendor No	Payee	Invoice No	Seq	GL Acct No	Discnts Taken	Seq Amount
01/10	01/22/2010	45697	2222	Colo Dept Of Agriculture	1192010	1	210-4512-400-510		25.00
01/10	01/22/2010	45698	4777	Garfield County	1202010	1	100-4111-400-580		140.00
					1202010	2	100-4132-400-580		20.00
					1202010	3	100-4114-400-580		20.00
					1202010	4	100-4191-400-580		40.00
					1202010	5	100-4132-400-580		20.00
					1202010	6	620-4192-400-580		20.00
Total 45698									260.00
01/10	01/22/2010	45699	4345	Helen Artist-Rogers/HR Design	01192010	1	205-4651-400-610		30.07
01/10	01/22/2010	45700	3955	Holy Cross Energy	503137300 1/	1	310-4331-400-410		22.66
01/10	01/22/2010	45701	3015	Kroger/King Sooper Cust Charge	099057	1	100-4514-400-630		32.24
					117858	1	100-4514-400-610		18.57
					230993	1	100-4514-400-630		85.70
Total 45701									136.51
01/10	01/22/2010	45702	5891	MOUNTAIN WATER SERVICES	01122010	1	001-004-176		560.56
01/10	01/22/2010	45703	1788	National Recreation & Park	2010 APPLIC/	1	210-4512-400-510		55.00
01/10	01/22/2010	45704	2830	Qwest	625-004 1/10	1	100-4114-400-530		10.44
					625-004 1/10	2	100-4121-400-530		13.92
					625-004 1/10	3	100-4132-400-530		17.40
					625-004 1/10	4	100-4151-400-530		34.80
					625-004 1/10	5	100-4191-400-530		34.80
					625-004 1/10	6	100-4199-400-530		13.92
					625-004 1/10	7	100-4240-400-530		20.88
					625-004 1/10	8	100-4317-400-530		24.36
					625-004 1/10	9	210-4512-400-530		48.72
					625-004 1/10	10	100-4215-400-530		118.33
					625-004 1/10	11	310-4331-400-530		5.22
					625-004 1/10	12	320-4325-400-530		5.22
					625-004 1/10	13	210-4521-400-530		27.84
					625-004 1/10	14	100-4192-400-530		13.93
					625-004 1/10	15	310-4331-400-530		13.93
					625-004 1/10	16	320-4325-400-530		13.93
					625-004 1/10	17	100-4310-400-530		34.80
					625-0115 1/1C	1	100-4210-400-530		282.22
					625-0163 1/1C	1	320-4325-400-530		282.22
					625-0166 1/1C	1	210-4521-400-530		282.25
					625-0183 1/1C	1	100-4215-400-530		282.22
Total 45704									1,581.35
01/10	01/22/2010	45705	2830	Qwest	1075632002	1	100-4114-400-530		13.54
					1075632002	2	100-4121-400-530		18.06
					1075632002	3	100-4132-400-530		22.58
					1075632002	4	100-4151-400-530		45.15
					1075632002	5	100-4191-400-530		45.15
					1075632002	6	100-4199-400-530		18.06
					1075632002	7	100-4240-400-530		27.09
					1075632002	8	100-4317-400-530		31.61
					1075632002	9	210-4512-400-530		63.21
					1075632002	10	100-4215-400-530		153.51
					1075632002	11	310-4331-400-530		6.77
					1075632002	12	320-4325-400-530		6.77
					1075632002	13	210-4521-400-530		36.12

Per	Date	Check No	Vendor No	Payee	Invoice No	Seq	GL Acct No	Discnts Taken	Seq Amount	
					1075632002	14	100-4192-400-530		18.06	
					1075632002	15	310-4331-400-530		18.06	
					1075632002	16	320-4325-400-530		18.06	
					1075632002	17	100-4310-400-530		45.15	
		Total 45705								586.95
01/10	01/22/2010	45706	2409	Reserve Account	V 2409 1/10	1	310-4331-400-340		949.76	
					V 2409 1/10	2	320-4325-400-340		949.76	
					V 2409 1/10	3	330-4320-400-340		949.77	
					V 2409 1/10	4	100-4111-400-340		65.29	
					V 2409 1/10	5	100-4114-400-340		72.44	
					V 2409 1/10	6	100-4121-400-530		337.51	
					V 2409 1/10	7	100-4132-400-340		.88	
					V 2409 1/10	8	100-4151-400-340		1,364.01	
					V 2409 1/10	9	100-4191-400-340		58.92	
					V 2409 1/10	10	100-4199-400-340		3.15	
					V 2409 1/10	11	100-4210-400-340		300.95	
					V 2409 1/10	12	100-4240-400-340		293.53	
					V 2409 1/10	13	100-4317-400-340		14.57	
					V 2409 1/10	14	210-4512-400-340		2,598.77	
					V 2409 1/10	15	210-4521-400-340		2.49	
					V 2409 1/10	16	310-4331-400-340		34.91	
					V 2409 1/10	17	320-4325-400-340		15.35	
					V 2409 1/10	18	100-4422-400-340		3.96	
					V 2409 1/10	19	100-4800-400-887		264.92	
					V 2409 1/10	20	204-4650-400-340		.44	
					V 2409 1/10	21	100-4151-400-801		4.84	
		Total 45706								8,286.22
01/10	01/22/2010	45707	5447	RIB CITY GRILL	1212010	1	100-4800-400-887		60.00	
01/10	01/22/2010	45708	1125	Rifle Chamber Of Commerce	1/15/2010	1	100-4114-400-580		25.00	
					1/15/2010	2	100-4132-400-580		25.00	
					1/15/2010	3	100-4111-400-580		50.00	
					1/15/2010	4	210-4512-400-580		50.00	
					1/15/2010	5	100-4210-400-580		25.00	
					1/15/2010	6	100-4191-400-580		25.00	
					2010 MEMBEI	1	210-4512-400-510		75.00	
		Total 45708								275.00
01/10	01/22/2010	45709	1796	Sears	02361009056	1	210-4523-400-747		1,446.96	
01/10	01/22/2010	45710	5211	STAPLES	9200548758	1	100-4210-400-610		104.97	
01/10	01/22/2010	45711	2960	Walmart Community	005116	1	100-4210-400-610		76.84	
					011917	1	100-4210-400-610		4.56	
					015615	1	100-4414-400-610		104.66	
					020109	1	210-4512-400-610		81.94	
					020737	1	100-4151-400-610		7.96	
		Total 45711								275.96
01/10	01/22/2010	45712	1120	Xcel Energy Inc	223045538	1	100-4310-400-410		12.79	
					223045583	1	100-4310-400-410		68.87	
					223045710	1	210-4521-400-410		63.10	
					223371881	1	320-4325-400-410		534.58	
					223549803	1	320-4325-400-410		1,081.57	

Per	Date	Check No	Vendor No	Payee	Invoice No	Seq	GL Acct No	Discnts Taken	Seq Amount
Total 45712									1,760.91
Totals:									15,468.12

Dated: 1/22/10

Accounts Payable: _____

Finance Director: Chalo Kelly

Report Criteria:

Check.Check No = 45538

Per	Date	Check No	Vendor No	Payee	Invoice No	Seq	GL Acct No	Discnts Taken	Seq Amount
01/10	01/07/2010	45538	1074	Garfield County Clerk	01052010	1	100-4151-400-610		114.00
Totals:									<u>114.00</u>

Dated: 1/28/10

Accounts Payable: _____

Finance Director: Charles Kelly

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
1003	Action Shop Services, Inc	RI25981	RENT AUGER ATTACHMENT	01/18/2010	40.00		
		SI49765	STARTER ROPE	01/07/2010	24.00		
Total 1003					64.00	.00	
1010	B & H Sports	J25489-AN02	VOLLEYBALLS/REC	01/05/2010	246.45		
Total 1010					246.45	.00	
1016	Big John's Bldg & Home Center	439137	CABLE KIT	12/14/2009	129.98		
		439705	RETURN SENTRY	12/29/2009	79.99 -		
Total 1016					49.99	.00	
1018	Valley Lumber	27153	RECYCLE CENTER	01/08/2010	509.83 -		
		36212	all season hose	12/30/2009	29.99		
		36329	RECYCLE CENTER	01/04/2010	1,639.63		
		36670	TOTE	01/13/2010	17.99		
		36676	BLEACH	01/13/2010	2.49		
		36679	Simpson hangers	01/13/2010	614.96		
		36705	RESPIRATOR	01/13/2010	42.26		
		36709	SAFETY GOGGLE	01/13/2010	19.75		
		36758	Rust stop	01/14/2010	27.99		
		36844	PAINTSUPPLIES	01/18/2010	9.47		
		36863	TUBING CUTTER	01/18/2010	7.99		
		36892	Wedge anchor	01/18/2010	58.27		
		36895	MAPP GAS	01/19/2010	17.98		
		36983	Plywood	01/20/2010	46.08		
Total 1018					2,025.02	.00	
1022	Central Distributing Co	820998	CLEANING PRODUCTS/CITY HALL	01/13/2010	163.74		
		821012	CLEANING SUPPLIES/PARK MAINT	01/13/2010	51.52		
		821482	mop	01/18/2010	100.64		
		821703	Twist ties	01/19/2010	4.74		
		821715	CLEANING PRODUCTS	01/20/2010	121.03		
		821718	CLEANING PRODUCTS/SR CENTER	01/20/2010	359.24		
		821719	CLEANING PRODUCTS/JUSTICE CENTI	01/20/2010	53.50		
		821736	CLEANING SUPPLIES/PARK MAINT	01/20/2010	101.91		
Total 1022					956.32	.00	
1026	Cirsa	091714	ADD Parks maint building	01/15/2010	1,131.00		
			ADD dump truck		130.00		
		100177	PROPERTY AND CASUALTY COVERAG	01/01/2010	94,457.00		
			PROPERTY AND CASUALTY COVERAG		1,691.00		
			PROPERTY AND CASUALTY COVERAG		20,011.00		
			PROPERTY AND CASUALTY COVERAG		23,598.00		
			PROPERTY AND CASUALTY COVERAG		38,608.00		
			PROPERTY AND CASUALTY COVERAG		17,637.00		
			PROPERTY AND CASUALTY COVERAG		3,326.00		
		100499	2010 vamp	01/01/2010	216.00		
Total 1026					200,805.00	.00	
1031	Colo Bureau Of Investigation	A100500011	LIQOUR LICENSE	12/04/2009	38.50		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 1031					38.50	.00	
1055	Columbine Ford, Inc	97751	REMAN gear	01/06/2010	459.15		
		97805	ELEMENT/1003	01/07/2010	21.87		
		97852	HANDLE ASSY/#4V19	01/12/2010	97.84		
		97863	POTENTIOME	01/11/2010	103.30		
Total 1055					682.16	.00	
1062	Dana Kepner Company	1329328-00	METER/ WATER	10/27/2009	756.42		
Total 1062					756.42	.00	
1087	Grainger	9151973022	Power supply cord	01/04/2010	48.04		
		9156106206	CHain link	01/08/2010	5.10		
		9156106214	CHain link	01/08/2010	25.04		
Total 1087					78.18	.00	
1097	Johnson Construction Inc	208378	SNOW REMOVAL @ CITY SHOP	01/04/2010	2,217.50		
Total 1097					2,217.50	.00	
1105	Meadow Gold Dairies	50202120	DAIRY PRODUCTS/SR CENTER	12/23/2009	48.67		
		50202173	DAIRY PRODUCTS/SENIOR CTR	12/31/2009	44.25		
		50202284	DAIRY/SR CENTER	01/14/2010	79.82		
		50202340	DAIRY PRODUCTS/SR CENTER	01/21/2010	62.95		
Total 1105					235.69	.00	
1106	Micro Plastics Inc	79007	Date change on rifle bucks	12/07/2009	25.00		
		79627	NAME PLATES	01/26/2010	8.50		
			NAME PLATES		9.08		
Total 1106					42.58	.00	
1108	Mountain Clear Bottled Water	6884 1/10	BOTTLED WATER/CITY HALL	01/06/2010	159.30		
			BOTTLED WATER/CITY HALL		7.10		
		6886 1/10	BOTTLED WATER/WWTP	01/06/2010	39.50		
Total 1108					205.90	.00	
1109	Munro Supply Inc	300654	PUMPS	01/06/2010	891.68		
Total 1109					891.68	.00	
1110	Napa Auto Parts	076735	AIR FILTER	01/04/2010	22.19		
		077102	FITTING	01/06/2010	7.77		
		077635	REFLECTOR	01/08/2010	3.62		
		077753	Lamp	01/09/2010	10.09		
		077933	PRESTO PIN	01/11/2010	3.33		
		078232	HEATER MOTOR	01/13/2010	39.98		
		078601	WING NUTS	01/14/2010	9.12		
		078706	SPARK PLUG	01/15/2010	2.75		
		078779	SPLASH	01/15/2010	35.74		
		078784	NUTS, WASHER	01/15/2010	8.50		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 1110					143.09	.00	
1118	Parts House	C27709	RETURN idler pulley	01/12/2010	17.90		
		S435527	table	12/18/2009	1,990.00		
		S435658	OILFILTER	12/23/2009	12.23		
		S435823	REPAIR TAPE	12/31/2009	2.65		
		S435847	IDLER PULLEY	12/31/2009	43.17		
		S435858	UNIVERSAL SWITCH	01/04/2010	29.28		
		S435879	BATTERY	01/04/2010	243.98		
		S435912	FAST WIPES	01/05/2010	23.95		
		S435989	ATF fluid	01/07/2010	29.34		
		S436086	BATTERY /4v13	01/11/2010	111.99		
		S436140	IDLER PULLEY	01/12/2010	35.14		
		S436142	IDLER PULLEY	01/12/2010	17.24		
		S436155	AIR FILTER, wiper blades	01/13/2010	50.52		
		S436205	AIR FILTER, SPARK PLUG	01/14/2010	77.69		
		S436213	FUEL FILTER	01/14/2010	10.65		
		S436215	1/2 pt UNIVERSAL	01/14/2010	8.94		
		S436285	RADIAL TIRE PATCH	01/18/2010	18.63		
Total 1118					2,723.30	.00	
1123	Rifle Conoco/Rifle Towing	13354	TOW ABANDONED/PD	11/01/2009	50.00		
		16710	TOW ABANDONED/PD	12/11/2009	105.00		
Total 1123					155.00	.00	
1143	Swallow Oil Company	1152010	DIESEL /FLEET	01/15/2010	4,155.49		
Total 1143					4,155.49	.00	
1181	Garfield Steel & Machine, Inc	00069823	PIPE & PIPE FITTINGS	01/15/2010	185.76		
Total 1181					185.76	.00	
1188	Jean's Printing	100095	INSPECTION REQUEST FORMS/BUILD	01/08/2010	126.50		
Total 1188					126.50	.00	
1191	Lewan & Associates, Inc	631765	B&W METER	01/05/2010	3.06		
Total 1191					3.06	.00	
1252	Elmer Glass Company/rifle Inc	1011055	CHANGE DOOR CLOSURE	01/15/2010	40.00		
Total 1252					40.00	.00	
1256	Resource Engineering, Inc	7701	WATERSHED ANTERO RESOURCE PEI	12/31/2009	337.50		
		7702	Bbc watershed permit	12/31/2009	1,829.25		
		7703	WATERSHED PERMIT/ Williams	12/31/2009	802.25		
Total 1256					2,969.00	.00	
1258	Hach Company	6510835	TeSTING SUPPLIES	12/01/2009	823.86		
Total 1258					823.86	.00	
1289	Galls Incorporated	510312722	GLOVES/PD	12/17/2009	98.70		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 1289					98.70	.00	
1339	Grand Junction Pipe & Supply	2313066	Pipe and pipe fittings	01/12/2010	3.00		
		C2312592	Nut, washer	12/11/2009	10.31		
		C2312938	GASKET	01/05/2010	28.62		
		C2313003	Pipe and pipe fittings	01/08/2010	54.74		
		C2313058	Pipe and pipe fittings	01/12/2010	254.57		
		C2313061	Pickup tank	01/12/2010	300.00		
Total 1339					651.24	.00	
1407	Usa Blue Book	968768	DISPOSABLE SYRINGE/WATER	01/12/2010	134.90		
Total 1407					134.90	.00	
1437	TAYLOR FENCE COMPANY OF GF	G 28106	CONST. PANEL RENTAL	12/31/2009	28.80		
		G 28107	CONSTRUCTION PANELS	12/31/2009	15.00		
Total 1437					43.80	.00	
1460	Western Colorado Electrical	4404	PO # 34319/REPAIR RAW WATER SUMI	01/14/2010	736.55		
Total 1460					736.55	.00	
1487	Hepworth-pawlak Geotech. Inc	0109782	PO 360/CENTENNIAL PARK - MATERIAL	12/31/2009	605.50		
Total 1487					605.50	.00	
1560	Applied Concepts,inc	182822	STALKER MOVING FASTEST DISPLAY/I	12/10/2009	277.96		
		183750	STALKER MOVING FASTEST DISPLAY/I	01/07/2010	89.71		
Total 1560					367.67	.00	
1649	Ikon Office Solutions	81144520	IMAGERUNNER LEASE	01/05/2010	1,083.95		
Total 1649					1,083.95	.00	
1653	Millers Dry Goods	076470	quilted jacket	01/27/2010	149.90		
Total 1653					149.90	.00	
1672	National Rifle Association	TC0335	PATROL RIFLE INSTRUCTOR/MACKLIN	08/20/2009	525.00		
Total 1672					525.00	.00	
1692	A-1 Traffic Control	25494	PARADE CONES/PD	12/14/2009	545.00		
Total 1692					545.00	.00	
1709	J.p. Cooke Co	46335	DOG TAGS/ANIMAL SHELTER	01/06/2010	54.11		
Total 1709					54.11	.00	
1768	Faris Machinery Company	G19268	DIRT SHOE RUNNER/FLEET	01/05/2010	120.75		
		G19278	CYLINDER FITTING	01/05/2010	41.65		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 1768					162.40	.00	
1799	Lively Electric, Inc.	11948	INSTALL EMERGENCY LIGHT FIXTURE	01/19/2010	176.36		
Total 1799					176.36	.00	
1830	Grand Valley Foods	105603	FOOD PRODUCT/SR CENTER	01/15/2010	604.14		
		105718	FOOD PRODUCT/SR CENTER	01/22/2010	632.82		
Total 1830					1,236.96	.00	
1871	Energy Equipment & Supply	5350/2	Paint supplis	02/13/2009	23.54		
		5379/2	Paint supplis	02/17/2009	10.47		
		5459/2	extension cord	02/26/2009	6.49		
		5554/2	fittings	04/09/2009	15.66		
		5561/2	clr all	03/11/2009	2.79		
		5601/2	bow rake	03/16/2009	21.99		
		5614/2	fasner mis	03/16/2009	10.25		
		5615/2	clear cement, battery	03/17/2009	18.75		
		5643/2	Paint supplis	03/20/2009	70.93		
		5663/2	batteries	03/23/2009	15.47		
		5828/2	elbow	04/09/2009	1.59		
		6638/2	concrete mix	05/29/2009	18.87		
Total 1871					216.80	.00	
1891	Iacp Net/login	13648	Annual Payment	01/15/2010	500.00		
Total 1891					500.00	.00	
2021	Gmco Corporation	24749	Rapid Thaw	12/31/2009	4,529.16		
Total 2021					4,529.16	.00	
2139	CDW Government, Inc	QSN8173	Microsoft office 2007	11/03/2009	170.59		
			Microsoft office 2007		170.58		
			Microsoft office 2007		170.58		
			Microsoft office 2007		170.58		
			Microsoft office 2007		457.33		
			Microsoft office 2007		232.33		
		RJC4101	ZEBRACARD	01/06/2010	120.00		
Total 2139					1,491.99	.00	
2149	Dell Marketing L.p.	XDKPJXK5	FLAT PANEL	12/29/2009	4,217.98		
		XDM35RNN8	OPTIPLEX	01/10/2010	1,328.66		
Total 2149					5,546.64	.00	
2169	Information Systems Consulting	0049912-IN	L-ASACSC10-PLU	12/31/2009	975.00		
		0050024-CM	L-ASACSC10-PLU	01/13/2010	975.00		
		0050027-IN	L-ASACSC10-10U	01/13/2010	546.00		
Total 2169					546.00	.00	
2208	Amerigas	613/254281A	PROPANE/WATER	11/27/2009	480.21		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 2208					480.21	.00	
2235	Acme Alarm Company Inc	5450	REPAIR FIRE PANEL	01/18/2010	231.00		
		5452	REPAIR PANEL	01/18/2010	150.00		
Total 2235					381.00	.00	
2343	Mountain Pest Control	0225027	PEST CONTROL	12/10/2009	50.00		
		0226868	PEST CONTROL	01/06/2010	50.00		
Total 2343					100.00	.00	
2433	Tyco Valves & Controls, Inc.	302832-00	6" AND 8" FIG	01/04/2010	2,545.39		
Total 2433					2,545.39	.00	
2491	Western Colorado Truck Center	95425A	FILTER KITS/FLEET	01/11/2010	107.75		
		95426A	WIPERS	01/12/2010	18.30		
Total 2491					126.05	.00	
2540	Walker Electric	3331	MOVE RECEPTACLE	12/17/2009	134.36		
		3332	INSTALL OUTLET FOR HEAT TAPE	12/17/2009	355.83		
		3333	INSTALL LIGHTING IN TRAINING ROOM	12/17/2009	172.77		
Total 2540					662.96	.00	
2543	Airgas Intermountain, Inc	613-258105A	PROPANE	01/07/2010	265.35		
Total 2543					265.35	.00	
2573	Mountain West Office Products	237567I	WALL CALENDAR	01/05/2010	35.39		
		237603I	BAG	01/12/2010	32.72		
		237694I	BINDERS 3-RING	01/06/2010	409.45		
		238040I	APPT BOOK	01/12/2010	8.94		
		238060I	INK CARTRIDGE	01/12/2010	37.34		
			INK CARTRIDGE		37.34		
		238099I	PLANNER	01/13/2010	8.61		
		238178I	PRINTER CARTRIDGE	01/14/2010	718.24		
		238185I	POCKET FILE	01/14/2010	9.80		
			POCKET FILE		9.79		
		238186I	POCKET FILE	01/14/2010	19.59		
Total 2573					1,327.21	.00	
2803	ALL TEMP SERVICES	22853GPK	Shelves	12/03/2009	2,523.34		
Total 2803					2,523.34	.00	
2846	Colo Mtn News Media	4519847	Parks and recreation	01/25/2010	250.00		
		4549596	REC ROUND UP	01/25/2010	129.90		
		4569980	Rct ord #1	01/22/2010	16.19		
		4570035	Rct public notice	01/22/2010	12.65		
		4571604	REC ROUND UP	01/25/2009	129.90		
Total 2846					538.64	.00	
2936	Farmer Bros. Co.	51629359 SO	FOOD PRODUCTS/SENIOR CTR	01/25/2010	230.35		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 2936					230.35	.00	
2940	Face-n-space Silkscreening	3241	REC UNIFORMS/REC	01/11/2010	239.60		
Total 2940					239.60	.00	
2948	Gvf Distributing	897953	Hi temp serving utensils	01/13/2010	72.70		
		898804	thermometers	01/20/2010	48.60		
Total 2948					121.30	.00	
3083	ALSCO	LGRA797729	work shirts and pants	01/12/2010	21.89		
		LGRA800890	LAUNDRY	01/19/2010	34.37		
		LGRA800895	work shirts and pants	01/19/2010	21.89		
Total 3083					78.15	.00	
3156	Superwash Of Rifle	2008 1/10	CAR WASH	01/06/2010	13.04		
		2025 1/10	CAR WASH/PD	01/06/2010	44.70		
Total 3156					57.74	.00	
3389	Sandy's Office Supply Inc	836291	FILE FOLDERS	12/30/2009	86.36		
Total 3389					86.36	.00	
3390	Ultramax	105560	AMMUNITION/PD	12/29/2009	756.00		
Total 3390					756.00	.00	
3446	Staples Business Advantage	8013530761	GLOVES, MASK	09/19/2009	58.39		
		8013585059	FOLDING TABLE, INK CARTRIDGES	09/26/2009	112.22		
		8013766025	BROTHER MFC TONER, OFFICE SUPPLIES	10/17/2009	419.99 195.90		
Total 3446					786.50	.00	
3571	Garfield County Emergency Comm	208	REPAIR CHARGES	01/19/2010	242.86		
Total 3571					242.86	.00	
3692	Miox Corporation	56677	repiar parts for Graham Miox cells	12/11/2009	2,973.00		
Total 3692					2,973.00	.00	
3771	Waste Management Inc	34723-1185-0	10 YD ROLLOFF	01/01/2010	1,239.08		
		38100-0576-8	RECYCLE BINS/SANITATION	01/01/2010	1,673.24		
		38101-0576-6	RECYCLE BINS/SANITATION	01/01/2010	1,757.88		
		38102-0576-4	RECYCLE BINS/SANITATION	01/01/2010	162.31		
Total 3771					4,832.51	.00	
3833	Yeh & Associates Inc	6273	GEOTECHNICAL SERVICES FOR ENER	01/14/2010	2,300.00		
Total 3833					2,300.00	.00	
4021	Rifle Equipment Inc	RA001158	RENTAL AGREEMENT NOT INVOICE	12/30/2009	285.00		
		RI001463	SCISSOR LIFT/PARKS	01/19/2010	232.40		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 4021					52.60	.00	
4055	UPS/United Parcel Service	0Y2097W020	SHIPPING/WATER	01/09/2010	109.06		
			SHIPPING/PD		51.09		
		100Y209Y509	SHIPPING/WATER	12/12/2009	14.61		
Total 4055					174.76	.00	
4098	Heuton Tire Co	75056	TIRES/1002	01/14/2010	620.00		
		75130	REG FOAM	01/19/2010	359.02		
Total 4098					979.02	.00	
4141	True Brew Coffee Service	124559	COFFEE	01/22/2010	83.93		
		124560	COFFEE	01/22/2010	79.30		
Total 4141					163.23	.00	
4173	Thomson West	819497146	ANNUAL/MONTHLY CHARGES	11/04/2009	293.27		
Total 4173					293.27	.00	
4215	Ziegler, James	47773	TORQUE WRENCH	01/13/2010	268.41		
Total 4215					268.41	.00	
4266	Poster Compliance Center	1738435-RN	EMPLOYMENT LAW POSTERS/CITY CL	01/27/2010	483.00		
Total 4266					483.00	.00	
4339	Design Concepts	0013143	PO #74 /CONST DOCS/CENTENNIAL PA	01/05/2010	2,463.80		
Total 4339					2,463.80	.00	
4345	Helen Artist-Rogers/HR Design	01282010	DOWNTOWN MURAL/ART COMMISSIOI	01/28/2010	5,000.00		
Total 4345					5,000.00	.00	
4373	Rifle Electric Inc	1605	REPAIRS AT ANIMAL SHELTER	08/18/2009	55.00		
Total 4373					55.00	.00	
4602	Anytime Sewer & Drain Company	328029	Late night service call	01/16/2010	425.00		
		677377	CAMERA LINE IN FRONT OF FIESTAS	12/01/2009	495.00		
Total 4602					920.00	.00	
4630	Kirkman, Ula	34	PERFORMANCE/SR CENTER	01/14/2010	75.00		
		35	PERFORMANCE/SR CENTER	01/22/2010	75.00		
Total 4630					150.00	.00	
4674	PBS&J	1067780	Rifle Arterial Engineering and Streetscape	01/19/2010	19,244.61		
Total 4674					19,244.61	.00	
4771	Walker Jan	6	PERFORMANCE/SR CENTER	01/21/2010	40.00		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 4771					40.00	.00	
4839	Apeiron Utility Construction	3145	ELECTRIC MOBILIZATION W TRUCK	01/20/2009	180.00		
		3146	MOBILIZATION Electrician w/ truck	01/20/2010	662.50		
		3147	MOBILIZATION Electrician w/ truck	01/20/2010	310.00		
		3148	MOBILIZATION Electrician w/ truck	01/20/2010	690.00		
		3149	MOBILIZATION Electrician w/ truck	01/20/2010	310.00		
Total 4839					2,152.50	.00	
4879	Cardiff Cleaning Services	3707	Contract cleaning	12/15/2009	4,175.00		
Total 4879					4,175.00	.00	
4964	Western Petroleum Co	Q8231	OIL/FLEET	11/20/2009	976.50		
Total 4964					976.50	.00	
5157	CREATIVE AUTO RECYCLERS & F	16285	FRIDGE EVACUATION	01/13/2010	40.00		
Total 5157					40.00	.00	
5181	FRED'S HARDWARE	10025/2	tools, gloves	12/11/2009	39.07		
		10126/2	WaSHERS, NUTS	12/18/2009	6.36		
		10316/2	tie wire	01/06/2010	6.29		
		10341/2	broom, paint supplies	01/08/2010	105.51		
		10343/2	Spray enamel	01/08/2010	1.79		
		10378/2	batteries	01/11/2010	17.98		
		10396/2	FASTNER MISC	01/12/2010	31.92		
		10397/2	Clamp	01/12/2010	4.76		
		10400/2	Clamp, bolt	01/12/2010	38.68		
		10408/2	Sawzall blade	01/13/2010	34.20		
		10412/2	HANDLE	01/13/2010	11.98		
		10418/2	Paint supplies	01/13/2010	71.71		
		10424/2	Stencil kit	01/14/2010	6.99		
		10425/2	Heat cable	01/14/2010	44.28		
		10429/2	Paint supplies	01/14/2010	29.45		
		10470/2	tools for truck	01/18/2010	12.98		
		10495/2	Lamp	01/20/2010	2.89		
		45648/2	Flex duct	08/23/2009	7.59		
		6380/2	FASTNER MISC	06/10/2009	6.92		
		6612/2	CONNECTORS	06/10/2009	3.79		
		6963/2	Pipe and pipe fittings	06/15/2009	27.12		
		6974/2	EYE BOLT	07/10/2009	11.96		
		7196/2	bULB	07/10/2009	3.96		
		7240/2	COPPER MOTOR	07/10/2009	115.84		
		7718/2	teflon tap, fastners	07/22/2009	19.11		
		8055/2	Epoxy paste	08/10/2009	5.25		
		8141/2	air filter	08/13/2009	9.48		
		8274/	Spray handle	08/20/2009	3.09		
		8276/2	Spray handle	08/20/2009	2.70		
		8277/2	Return comfort grip	08/20/2009	5.79		
		8533/2	bug killer	09/04/2009	5.39		
		8542/2	Drain cleaner	09/05/2009	12.67		
		9010/2	Mouse traps	10/02/2009	18.00		
		9079/2	Paint supplies	10/07/2009	45.35		
		9167/2	FASTNER MISC	10/12/2009	3.13		
		9344/2	batteries	10/23/2009	22.47		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 5181					784.87	.00	
5198	USA MOBILITY WIRELESS, INC.	T0381004A	PAGERS/O&M	01/01/2010	31.75		
Total 5198					31.75	.00	
5211	STAPLES	12002001	ADDRESS LABELS	12/14/2009	52.78		
		9027803001	PIANNERS	11/16/2009	85.96		
		9027803011	10 VO MTH	11/16/2009	20.19		
		9529616001	COPY PAPER	11/30/2009	36.99		
		9867430001	OFFICE SUPPLIES	12/09/2009	44.74		
Total 5211					240.66	.00	
5277	Transwest	4 293500030	SENSOR	12/16/2009	92.86		
Total 5277					92.86	.00	
5368	Mountain Restroom, Inc.	7156	portable restrooms/ unit #539/WATER	01/02/2010	95.00		
Total 5368					95.00	.00	
5473	MX LOGIC	INV350150	spam service	01/01/2010	132.00		
Total 5473					132.00	.00	
5503	JAY-MAX SALES	184228	gLOVE	12/03/2009	117.00		
		184876	MULTI-FOLD TOWELS	01/04/2010	30.00		
		184988	NUT, BOLTS, WASHERS	01/06/2010	11.25		
Total 5503					158.25	.00	
5504	ProRider Inc.	44450	BMX HELMET	12/16/2009	994.50		
Total 5504					994.50	.00	
5518	CURRENT SOLUTIONS	3265	FIXED DOME NETWORK CAMERA	12/04/2009	1,960.00		
Total 5518					1,960.00	.00	
5548	Power Equipment Company	G001044454	NUTS, BOLTS	01/06/2010	104.39		
		G001044461	BLADE	01/07/2010	444.64		
		G912044435	BOLT ON EDGE	12/31/2009	618.13		
Total 5548					1,167.16	.00	
5600	BIG IRON TIRE SERVICE LLC	7689	SERVICE CALL/ 0971	01/15/2010	167.50		
		7690	SERVICE CALL/ 1002	01/15/2010	142.50		
Total 5600					310.00	.00	
5648	REDI SERVICES, INC	0019241	SERVICE CALL	12/22/2009	38.00		
		0019460	SERVICE CALL	12/31/2009	38.00		
Total 5648					76.00	.00	
5684	SOUTHERN SOURCE INDUSTRIES	80078-04	super shock aglae	08/31/2009	.00		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 5684					.00	.00	
5752	Accutest Mountain States	D1-6635	WATER QUALITY	01/19/2010	1,264.00		
		D1-6636	WATER QUALITY	01/19/2010	182.00		
		DZ-6057	WATER QUALITY	01/07/2010	2,458.00		
Total 5752					3,904.00	.00	
5788	ECI Site Construction Mgmt	PAY APP 5	Centennial Park Phase I Centennial Park Phase I	01/21/2010	170,174.45 17,017.45 -		
Total 5788					153,157.00	.00	
5789	GARFIELD CO LIBRARIES CAPITA	09-007	Civic plaza dola grant	12/31/2009	169,514.96		
Total 5789					169,514.96	.00	
5846	Mesa County Health Department	102-10	Water Testing	01/12/2010	20.00		
		103-10	Water Testing	01/12/2010	20.00		
		104-10	Water Testing	01/12/2010	20.00		
		105-10	Water Testing	01/12/2010	20.00		
		106-10	Water Testing	01/12/2010	20.00		
Total 5846					100.00	.00	
5854	SILT SAND & GRAVEL	0912016	Salt-Sand mix with Ice Slicer	12/31/2009	4,217.52		
Total 5854					4,217.52	.00	
5857	DESIGN MECHANICAL, INC	007001997	REPAIR HVAC SYSTEM	12/31/2009	1,030.00		
Total 5857					1,030.00	.00	
5876	Solar Winds	IN4021	Network Performance Monitor	12/29/2009	882.07		
Total 5876					882.07	.00	
5894	TRANS-TECH ENERGY AND ENV	2100113-1	ODOR CONTROL SYSTEM	01/13/2010	1,840.71		
Total 5894					1,840.71	.00	
5895	STANDARD REGISTER COMPANY	33886718	FORMS	12/31/2009	29.26		
Total 5895					29.26	.00	
5896	IDEXX DISTRIBUTION, INC.	240984340	SEALER	01/05/2010	4,819.62		
Total 5896					4,819.62	.00	

Total Paid: -
Total Unpaid: 644,742.29
Grand Total: 644,742.29

Dated: 1/28/10

City Finance Director: Charles Kelly

January 15, 2010

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

Re: February 3, 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 February 3, 2010 Rifle City Council Meeting.

1. Ordinance No. 1, Series of 2010 (Utility Delinquency Notice Amendments). Before you on second reading is Ordinance No. 1, Series of 2010 that updates the Rifle Municipal Code provisions related to notices for delinquent utility accounts. Staff recommended that the time period before delinquency and shut off notices are sent to customers be shortened so delinquent amounts do not become too large and burdensome. Ordinance No. 1 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 posted on the door of the premises served stating that the customer 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. Since first reading we amended Ordinance No. 1 slightly as you can see in the color strikeout and underlined text.

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

2. Ordinance No. 2, Series of 2010 (Commencement of Utility Service Fees). As a result of the current economic climate, there are several residential units in the City that remain partially built with no plans for their completion this year. Pursuant to the Rifle Municipal Code, utility service fees commence upon the issuance of a building permit to account for any use of the City's utilities during the construction phase. To address this issue yet remain fiscally responsible and receive payments for services utilized, staff proposes amending the Code so that utility service fees start at the issuance of a certificate of occupancy, and at that time the meters are read to record the actual use during the construction phase. That use will be billed at that City's bulk water rate which is 400% the normal rate and must be paid as a condition of receiving a C.O. With this change, the City will be compensated for services supplied and those units not utilizing the services will not have to pay.

KARP NEU HANLON, P.C.

Mayor Lambert
Rifle City Council
Page 2

We recommend approval of Ordinance No. 2, Series of 2010 on first reading.

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 City's consulting engineer, Michael Erion, has reviewed the Application and states his findings in the enclosed letter. The public hearing on the Application was opened at Council's January 20th meeting, testimony was taken, and the hearing was continued until February 3, 2010.

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

Very truly yours,

KARP NEU HANLON, P.C.

James S. Neu

JSN:
Enclosure

To: Mayor Keith Lambert and Rifle City Council members
From: Alice Laird and the Garfield New Energy Communities Initiative/CLEER team
Date: January 27, 2010
RE: Formation of Garfield County opt-in clean energy finance district

Thank you for the City of Rifle's ongoing leadership and participation in the Garfield New Energy Communities Initiative. We have accomplished much in 2009, and look forward to completing the remainder of the NECI grant projects in 2010, as well as developing a plan for an enduring clean energy effort to serve our county.

We will be attending the February 3rd Rifle City Council meeting to give a brief presentation on the concept of clean energy financing, and seek your input and feedback.

A opt-in clean energy financing district provides a method for businesses and households to obtain low-interest, long term loans to finance the upfront cost of a variety of energy efficiency and renewable energy improvements to properties.

Loan repayment is made on the property owner's annual county property tax bill, and the repayment obligation stays with the property if it changes hands during the repayment term. With the longer-term payback of 15 to 20 years, energy savings are usually enough to offset the annual payment. Only those property owners who borrow money from the fund pay the assessment on their tax bills, thus the "opt-in" description.

This financing option has become available in other counties in Colorado (Gunnison, Eagle, Pitkin and Boulder), as well as in other states.

The Garfield NECI Advisory Board has unanimously recommended that the Garfield Board of County Commissioners move forward on creating an opt-in clean energy financing district. The first step is for the commissioners to pass a resolution creating a local improvement district.

An initial BOCC work session was held on the topic in early December. We are now gathering input from the six municipalities in preparation for a public hearing to be held on the topic. At your council meeting we will describe in more detail the opt-in clean energy finance district concept, answer any questions you may have, and ask for the City of Rifle's support for moving forward on the formation of the district.



Memo

To: City Manager, Honorable Mayor and City Council

From: Tom Whitmore, Parks Director *T.W.*

Date: January 26th, 2010

Re: Closure of portion of County Road 296 (Dokes Lane)

As you know, the city recently annexed a segment of Dokes Lane related to the construction of the Parks Maintenance Facility at 3100 Dokes Lane.

Closure of Dokes Lane has been discussed beginning in May, 2008, and again most recently at the City Council Meeting of December 16th, 2009. Council directed staff to provide public notice and an opportunity for public input. Staff has provided public notice by posting signs and publishing notice in the Citizen Telegram, as well as contacting some stakeholders directly. The advertised date for council discussion was published to occur at the February 3, 2010 Rifle City Council meeting.

Staff is requesting that Dokes Lane be closed to public vehicle through-traffic and be used as a driveway for city maintenance and vendor traffic as well as allowing park visitors to use the south end of the Dokes Lane to access the public parking area at the parks facility. No egress beyond the parking lot would be allowed by public passenger vehicles. Park users would be required to use the parking lot and exit back to 30th Street. We desire, however, to allow pedestrian and bicycle access between CR 291 and East 30th Street.

Thank you,

Tom

Tom Whitmore





Memorandum

TO: Honorable Mayor and City Council

FROM: John Hier, City Manager

DATE: January 28, 2010

RE: Prosecutorial Scope of Services

Recently, the City Council discussed the City Prosecutor Scope of Services for 2010, and requested staff to update it.

City staff, including the Police Chief, Court Administrator, City Attorney, and I have compiled the revised scope of services.

Council should review this scope of services and provide staff with further direction.

Thank you.



City of Rifle, Colorado
Rifle Municipal Court
Prosecuting Attorney Agreement

General Purpose:

Provides prosecutorial services which will include the responsibility for prosecution of all municipal code violations referred by the City's various departments, including the police department and code enforcement division. Services will include preparation for and attendance at all municipal court sessions to represent the City of Rifle as prosecutor.

Supervision Received:

Works under the broad policy guidance of the City Attorney.

Essential Duties and Responsibilities:

1. Prosecutes all infractions, parking and misdemeanor cases of the city
2. Advises Police Officers in case investigation and presentation
3. Reviews Police Reports for prosecution
4. Prepares cases for prosecution
5. Consults with victims, defendants, defense counsel and other parties as needed prior to arraignment, if requested and within reason
 - *Answers phone inquiries
 - *Meets with all defendants as needed or requested
6. Negotiates with defense counsel or defendant regarding proposed plea agreement
7. Develops and presents plea agreements as appropriate, after seeking opinion and comments by the charging officer.
8. Schedules motion hearings and trials with the court
9. Attends and participates in arraignments, hearings and trials
10. Prepares pre-trial motions
11. Prepares cases for trial (jury or bench trials), including:
 - *Reads case files,
 - *Interviews witness
 - *Examines and assesses physical evidence
 - *Prepares subpoenas / properly serves subpoenas
 - *Files served subpoenas with the court prior to court date and in compliance with court rules
 - *Prepares and argues motions
 - *Complies with discovery rules.
 - *Prepares jury instructions
 - *Prepares sentencing guidelines
 - *Prepares exhibits for trial

- *Creates case amendments as needed or requested and notifies the appropriate persons
12. Prepares contempt of court citations as appropriate
 13. Conducts probation completion investigations
 14. Maintains a working knowledge of City of Rifle ordinances.
 15. Advises the City Attorney of need for Ordinance modifications or additions
 16. Assists in writing proposed ordinances, if requested to do so.
 17. Refers juvenile defendants to Youth Zone (or other City-approved juvenile assistance program then in effect) per the discretion of the prosecutor.
 18. Communicates with and provides feedback to Rifle Police Officers following court appearances.
 19. Participates in telephone arraignments regarding incarcerated defendants
 20. Submits monthly activity status reports describing the services rendered and times spent on cases. This statement may be submitted with the invoice for services
 21. Prepares and submits annual budget proposal
 22. Appears before City Council if requested

The Municipal Prosecutor will work closely with the Judge, Court Administrator, Deputy Court Clerk(s), Youth Zone and Rifle Police Department personnel in managing the court schedule and timely transmission of all relevant information to be adequately prepared for representation prior to court dates.

Hearings are conducted as follows, the prosecutor to arrive a minimum of 15 minutes prior to scheduled court appearances, or at a time necessary for court readiness:

*Juvenile court hearings: Every first Wednesday of the month at 8:00 a.m. A typical Juvenile day currently consists of 8 to 20 cases and Youth Zone would also be present.

*Adult court hearings: Every first Wednesday of the month at 1:00 p.m. A typical adult day currently consists of 50 to 100 cases.

*Bench Trials: Every 3rd Wednesday of the month. Specific times are assigned for bench trials.

*Jury Trials: Conducted only upon request of the defendant or the defendant's attorney. Normally, once the request is made, the Judge will issue pre-jury trial orders and schedule the jury trial date. Jury Trials begin at 8:00 a.m.

Participation at other events deemed necessary to promote communication and continuity of prosecutorial success among involved agencies.



MEMORANDUM

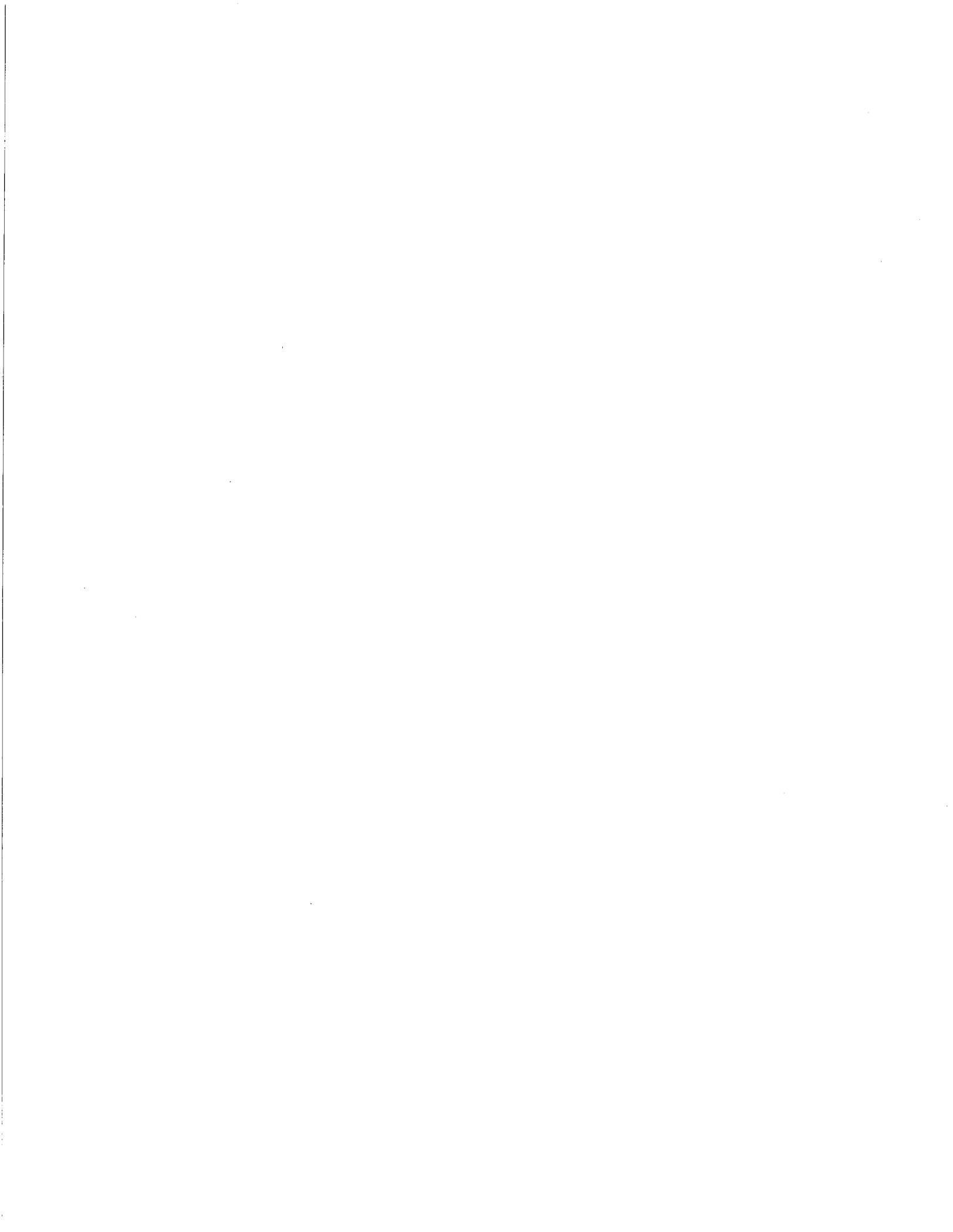
TO: JOHN HIER, CITY MANAGER
FROM: DARYL L. MEISNER, CHIEF OF POLICE
DATE: JANUARY 27, 2010
RE: LEGAL DEFENSE PLAN

We would like to request authorization to enter into the agreement with "Law Enforcement Alliance For Defense" to provide legal defense coverage for the police staff. This plan will provide specific coverage for staff for duty related criminal matters and civil monitoring. As we have experience in recent years there are events that require the defense of our staff. Last year the City has expended a large amount of money for that defense. This coverage would provide coverage at a great savings to the City.

We budgeted the funds in the 2010 budget to cover this expense. At \$7.00 per person per month this is very cost effective insurance.

Jim Neu has reviewed the agreement and the plan and has indicated that he is in agreement with it.

The agreement is attached.



**LAW ENFORCEMENT ALLIANCE
FOR DEFENSE**

A NON-PROFIT CORPORATION

SUITE 3100
1999 BROADWAY
DENVER, COLORADO 80202

TELEPHONE: (303) 831-1099
FAX: (303) 831-1088

January 12, 2010

Daryl Meisner, Chief of Police
Rifle Police Department
201 East 18th Street
Rifle, Colorado 81650

Re: Letter of Agreement Concerning Legal Defense Plan/Coverage

Dear Chief Meisner:

In order to provide representation for duty related criminal matters and civil monitoring through a legal defense plan offered by P.O.R.A.C., which is separately described in Addendum A (which is incorporated herein), combined with representation on records related issues as more particularly described below, for a single per employee/per month cost of \$7.00, Bruno, Colin, Jewell & Lowe, P.C., has formed a separate non-profit corporation named the Law Enforcement Alliance for Defense (hereinafter "LEAD"). LEAD will provide (through PORAC) the criminal defense representation and civil monitoring services described in Addendum A, as well as representation in relating specifically to efforts to obtain disclosure of personnel or internal investigative records. Specifically, the records representation provided by this plan is intended to provide counsel and representation to governmental entity employees whose privacy interests may be affected by a request under the Colorado Open Records Acts, the Colorado Criminal Justice Records Act, or a Subpoena Duces Tecum, seeking disclosure of documents which include information which is of a highly sensitive, personal, or confidential nature, or which would otherwise adversely impact the employee's individual privacy interests in such information, under such circumstances. Representation under this plan will include the following services:

Records

1. There are occasions when efforts are undertaken to obtain disclosure of a public safety employee's personnel file(s) and/or internal investigative records. Sometimes these disclosure efforts take the form of a subpoena *duces tecum* (SDT) served by a

criminal defendant upon a law enforcement agency's Records Custodian, while on other occasions a media outlet or some other self-proclaimed representative of the "public's interest" such as the ACLU may attempt to obtain disclosure of these records through the use of the Colorado Criminal Justice Records Act or the Colorado Open Records Act.

2. Under such circumstances, the individual employee whose records are the subject of a SDT, CORA, or CCJRA request may have an independent privacy interest which can be asserted in opposition to disclosure. This privacy right can be asserted separate and apart from any objections which may be available to the public entity employer or the agency's CEO. Thus, in addition to the legal defense coverages described in Addendum A, the Plan will provide representation to a public employee when their personnel file(s) or internal investigative records are the subject of a SDT, CORA, or CCJRA request, which may implicate their privacy rights. When such disclosure efforts are undertaken, Bruno, Colin, Jewell & Lowe, P.C., will:

- Review the subpoena, CCJRA, or CORA request.
- Review the documents which are sought to be disclosed.
- Advise the public entity's counsel and/or the requesting party of any valid objections to disclosure available to the public employee.
- Coordinate efforts to oppose disclosure with counsel for the public entity/CEO and/or the prosecuting attorney.
- Defend and/or assert the individual public employee's privacy interests or other valid objections at the trial court level by moving to quash a subpoena *duces tecum* and appearing at a hearing, if necessary, to resolve the same.
- Defend, and/or negotiate a declaratory judgment action filed under the CCJRA or CORA and where necessary and appropriate. Intervene in or initiate such action at the trial court level where necessary and appropriate.
- Negotiate an acceptable resolution with public entity counsel and the requesting party.

Because the above proposed Plan incorporates by reference the civil and criminal coverage made available through PORAC, in the event the level of benefit or legal services to be provided to a member participant in the PORAC Plan shall in anyway be changed, altered, or amended, or be disrupted or terminated during the term of this agreement, the parties agree to renegotiate the terms and provisions of the within agreement in good faith. In the event a subsequent agreement cannot be reached, any and all further duty or obligation of the parties under the within agreement shall cease and terminate.

In order to be eligible for the criminal and civil (monitor) legal services summarized above, a public employee must be employed by one of the participating public safety governmental entities and a member of the Legal Defense Plan, both at the time of the incident giving rise to the need for representation, and at the time the action or claim is commenced against the public employee, and continuing through and during the course of litigation.

In order to be eligible for legal representation on records issues as summarized above, a public employee must be an employee of the participating public safety agency and a member of the Legal Defense Plan, both at the time that the demand for records disclosure is filed and/or served, and must remain an employee of the participating public safety agency and a member of the Legal Defense Plan continuing through and during the course of the records-related litigation. This Legal Defense Plan does not provide coverage for any appellate review process.

In consideration for the above-described services, Rifle Police Department will pay to LEAD a flat fee of \$7.00 per month for each employee to whom the governmental entity has elected to provide this benefit. Payment as hereinabove calculated shall be made by Rifle Police Department to LEAD on a monthly basis, payable in advance, on or before the last day of each calendar month, commencing January 31, 2010, for coverage effective on February 1, 2010 and continuing for a period of twelve (12) consecutive months through and including January 31, 2011. This Agreement shall automatically renew for one (1) consecutive twelve month term unless terminated by either of the parties on written notice received not less than sixty (60) days prior to the expiration of the original term hereof, or any extension or renewal thereof.

On or before January 31, 2010, Rifle Police Department shall provide a list of the names of all employees to whom the entity has elected to provide this benefit, and shall thereafter, on a monthly basis, provide the names of any additions or deletions thereto.

Agreed:

LAW ENFORCEMENT ALLIANCE FOR DEFENSE

By: _____

Marc F. Colin

Date

1/12/10

RIFLE POLICE DEPARTMENT

By: _____

Chief of Police, Daryl Meisner

Date



Peace Officers Research Association Of California

Legal Defense Fund

We are pleased to provide you with information about the nation's largest and most successful Legal Defense Fund, run by and for peace officers. The Fund has been in existence since 1974 and currently has more than 85,000 members. The Fund is an ERISA Trust that provides legal service benefits for public safety personnel. The Fund currently has reserves of more than \$6,000,000. In addition to experience it is critical for you to examine the financial resources of any legal plan that you are considering. A plan is only as good as the financial resources behind it.

LDF offers many benefits:

- **Top Quality Service**
Our providers include the most skilled and experienced attorneys. Our complaint procedure and follow-up surveys underscore our commitment to our members' satisfaction.
- **LDF Covers Costs**
The Legal Defense Fund routinely pays for investigators, polygraphers, transcript fees, court costs, expert witnesses, and other costs that could make or break your case. Most other arrangements require that the association pay these fees as they are needed causing cash flow problems for the association.
- **Conflict Coverage**
Many plans will only cover one employee in a multi-employee incident. With the Legal Defense Fund, everybody gets representation. We have had as many as four law firms involved in a single case.
- **Protected Benefits**
As an ERISA Trust, the Legal Defense Fund is required to file tax forms with the IRS and is subject to audit by the IRS and the Department of Labor. These protections help insure that should your Association be faced with major litigation, the funds will be present to protect you.

Many of our member groups within the state of Colorado subscribe to Plan II, which provides civil and criminal benefits. Please review the attached 1-page description.

LEGAL DEFENSE FUND
(800) 255-5610
www.porac.org/ldf
ldf@delapro.com

Legal Defense Fund, Plan II
Cost: \$4.00 per member per month

General

- Providing representation to public safety officers since 1974
- Run by peace officers for peace officers
- Reserves of more than 6 million dollars
- More than 85,000 participants, including
- No cap on benefits
- Panel of experienced attorneys

Coverage Is For Acts Or Omissions Within The Scope Of Employment

Civil

- When your employer defends and indemnifies you, the Legal Defense Fund will provide an experienced attorney to monitor your case. This means that he is available to answer your questions about the case, review the pleadings and discovery, watch for conflicts between you and your employer, and watch for inadequate representation.
- If there is:
 - A legal conflict of interest between you and your employer
 - Inadequate representation by your employer
- A considerable likelihood that punitive damages could be awarded against you
 - If your employer refuses to represent you for an act or omission within the scope of your employment

You will be provided with independent counsel by the Legal Defense Fund.

Criminal

- Full representation by an experienced criminal attorney from the outset of the investigation through trial
- This benefit is available no matter what agency does the investigation:
 - Local
 - State
 - Federal
 - FBI

Civil and Criminal

- Customary and Usual Services:
 - Investigators
 - Expert Witnesses
 - Polygraphers
 - Court Reporters
 - Court Costs
- Conflict coverage - each member gets separate counsel

**LEGAL DEFENSE FUND
APPLICATION FOR PARTICIPATION
PLAN II**

Name of Association: _____

Mailing Address: _____

Authorized Representative: _____

Home Phone: () _____ Business Phone: () _____

Total Number of Members in Association: _____

Number of Members Participating in LDF: _____

Cost: \$4.00 per member per month (A Member Association may join mid-quarter by payment of a prorated contribution)

Date you would like LDF Coverage to Begin: _____

The Undersigned acknowledges that he or she has received a copy of the Plan Document of the Legal Defense Fund, that he or she has read Article II thereof which sets forth the requirements for participation in the Fund, and certifies that the Association will make required contributions on behalf of more than 50% of its members. The LDF Board of Trustees or the Legal Administrator shall review each application to insure that the Member Association satisfies the eligibility policies adopted by the Board.

Signature of Authorized Representative: _____

Title: _____ Date: _____

If you would like to participate in Legal Defense Fund Plan II, please return the following:

- A completed application
- A list of Association members who will participate in the Legal Defense Fund
- First calendar quarter contributions (number of members x \$4.00 x number of months) to:

Legal Defense Fund
c/o DHS/Police Benefits Administration
PO Box 2487
Stockton CA 95201

FOR DHS/POLICE BENEFITS ADMINISTRATION USE ONLY:	
Postmark Date: _____	Amount Enclosed: _____
Effective Date: _____	Confirmed: _____
Assn. No: _____	LDF Assn. No.: _____
Plan: _____ Rate: _____	Effective Date: _____
Date Entered: _____	Date Billed: _____



MEMORANDUM

TO: JOHN HIER, CITY MANAGER
FROM: DARYL L. MEISNER, CHIEF OF POLICE
DATE: JANUARY 27, 2010
RE: POSTAGE METER APPROVAL

We request authorization to enter into the agreement with Complete Mailing Solutions for a postage meter at the Justice Center. This is a \$600 budgeted expense that will be shared between the Court and Police Department. Both departments will then pay their own postage costs as recorded by the meter.

The Agreement is attached for consideration and approval.

DLM/vms
Attachment



NEOPOST INC. RENTAL AGREEMENT AND ASSOCIATED TERMS & CONDITIONS

When it comes to selecting the right partner for your mailing operations, there's no better choice than Neopost. We deliver a positive customer experience by helping you:

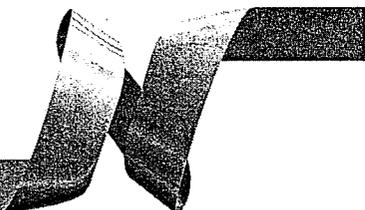
Reduce Costs - through automation, accuracy and knowledge

Increase Efficiency - with smart, intuitive solutions and professional support

Ensure Security - with advanced technology that assures integrity

Improve Communications - through professionalism, speed and personalization

Raise Productivity - by replacing manual processes with speed, simplicity and control



WE VALUE YOUR MAIL

neopost[®] TERMS & CONDITIONS

POSTAGE METER RENTAL AGREEMENT

1. Postage Meter Rental. In this Postage Meter Rental Agreement (the "Rental Agreement"), the words "You" and "Your" mean the customer named on the order form. "We," "Us" and "Our" mean Neopost Inc. You agree to rent from Us the postage meter identified on the order form, as well as any other equipment listed on the order form, together with all existing and future accessories, embedded software programs, attachments, replacements, additions and repairs, (the "Postage Meter") upon the terms stated herein.

2. Provisions as to Use. You acknowledge that: (i) as required by United States Postal Service regulations, the Postage Meter(s) is being rented to You and that it is Our property; (ii) the Postage Meter will be surrendered by You upon demand by Us (iii) You are responsible for the control and use of the Postage Meter; (iv) You will comply with all applicable laws regarding Your use or possession of the Postage Meter; (v) the use of the Postage Meter is subject to the conditions established from time to time by the United States Postal Service; and (vi) the Postage Meter is to be used only for generating an indicia to evidence the prepayment of postage and to account for postal funds. It is a violation of Federal law to misuse or tamper with the Postage Meter and, if You do so, We may terminate this Rental Agreement upon notice to You.

3. Rental Fee, Payment and Term. The initial rental term for the Postage Meter is set forth on the order form ("Initial Term"). The rental fee for the Initial Term is also set forth on the order form; provided however that the rental fee may increase after the first year of the term to a mid or maximum rate, depending on the amount of postage that is used by You. The Initial Term of this Rental Agreement will begin on the earlier of either the date the Postage Meter is installed or five (5) days after the Postage Meter is shipped by Us. You promise to pay to Us the amounts shown on the order form in accordance with the payment schedule set forth thereon, plus all other amounts stated on the order form or in this Rental Agreement. You shall make all payments to the address indicated on Our invoice within thirty (30) days of the date of Our invoice. Any payment that is more than ten (10) days past due may be assessed a minimum late charge of 5% of the invoiced amount or the maximum amount allowed by law. You agree to pay Us Our then-current fee for checks returned unpaid and for ACH direct debit transactions which are rejected. You also agree to pay all setting fees and charges incurred in connection with the download of funds to the Postage Meter. The Postage Meter rental fee does not include the cost of consumable supplies. This Rental Agreement is NON-CANCELABLE during the Initial Term and any Renewal Period (as defined below). Unless You notify Us in writing at least ninety (90) days before the end of the Initial Term that You intend to return the Postage Meter at the end of the Initial Term, this Rental Agreement will automatically renew for successive periods of one year each at the then-current payment amount for such Postage Meter (each a "Renewal Period"). We will not notify You that the Initial Term or any Renewal Term is ending. You may terminate this Rental Agreement at the conclusion of any Renewal Period by giving Us ninety (90) days prior written notice of Your intent to do so.

4. Return of Postage Meter and Equipment. Upon the termination of this Rental Agreement, unless directed otherwise by Us, You shall, after receiving an Equipment Return Authorization ("ERA") number from Us, promptly send the Postage Meter and any other equipment, at Your expense, to any location(s) that We designate. The Postage Meter must be properly packed for shipment with the ERA number clearly visible, freight prepaid and fully insured, and must be received in good condition, less normal wear and tear.

5. Postage Meter Maintenance, Inspections, and Location. We will keep the Postage Meter in good working condition during the term of this Rental Agreement. The United States Postal Service regulations may require Us to periodically inspect the Postage Meter. You agree to cooperate with Us regarding such inspections. We may, from time to time, access and download information from Your Postage Meter to provide Us with information about Your postage usage and We may share that information with Our distributors and other third parties and You hereby authorize Us to do so. You agree to promptly update Us whenever there is any change in Your name, address, telephone number, the licensing post office, or the location of the Postage Meter.

6. Loss; Damage; Insurance. You shall: (i) bear the risk of loss and damage to the Postage Meter and shall continue performing all of Your other obligations hereunder even if the Postage Meter becomes damaged or there is a loss, (ii) keep the Postage Meter insured against all risks of loss and damage in an amount at least equal to its full replacement cost.

7. Postage Advances. We do not sell postage. In the event You require an emergency advance for postage, We, at Our sole discretion, may advance You money to reset the Postage Meter. If We do provide such an advance, You agree to repay Us within five (5) days from the time of such advance: (i) the amount of the emergency advance; and (ii) the then-current advance fee.

8. Default. In the event You fail to perform in accordance with the terms set forth in this Rental Agreement, or any other Agreement with Us or any of Our affiliates, including, but not limited to, Neopost Leasing, Inc., Hasler, Inc., and Mailroom Finance, Inc., then We may, without notice, (i) repossess the Postage Meter(s); (ii) disable the Postage Meter; (iii) immediately terminate this Rental Agreement; and (iv) pursue any remedies available to Us at law or in equity. Furthermore, upon the return of the Postage Meter, You hereby authorize Us to offset any amount of postage remaining in the Postage Meter, prior to any refund to You, against any amount due to Us or any of Our affiliates. You shall also pay all of Our costs in enforcing Our rights under this Rental Agreement, including reasonable attorneys' fees and expenses that We incur to take possession, store, or repair, the Postage Meter, as well as any other expenses that We may incur to collect amounts owed to Us. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

9. UNITED STATES POSTAL SERVICE ACKNOWLEDGEMENT OF DEPOSIT REQUIREMENT. You acknowledge and agree that You have read the United States Postal Service Acknowledgement of Deposit (the "Acknowledgement") and will comply with its terms. The Acknowledgment reads as follows:

UNITED STATES POSTAL SERVICE ACKNOWLEDGEMENT OF DEPOSIT.

1. The meter licensee ("Customer"), hereby acknowledges that it must transfer funds to the United States Postal Service ("Postal Service"), through a lockbox bank ("Lockbox Bank"), for the purpose of pre-payment of postage on computerized meter resetting system ("CMRS")-equipped meters ("Deposit").

2. The Customer may, from time to time, make Deposits in the Lockbox Bank account, identified as: "USPS (Neopost POC)." The Postal Service may, at its discretion, designate itself or a successor as recipient of Deposits by the Customer.

3. Any Deposit made by the Customer shall be credited by the Postal Service only for the payment of postage through CMRS-equipped meters. Such Deposits may be commingled with Deposits of other customers. The Customer shall not be entitled to any interest or other income earned on such Deposits.

4. The Postal Service will provide a refund to the Customer for the remaining balance in a postage meter upon its return. The Lockbox Bank will provide a refund to the Customer for Deposits otherwise held by the Postal Service; provided, however, that no refunds will be made for funds remaining in any postage meter that is reported lost or stolen, if it is not recovered within thirty (30) days from the date or such report. Refunds are provided in accordance with the rules and regulations governing deposit of funds for CMRS, published in the Domestic Mail Manual Transition Book or its successor.

5. The Lockbox Bank, which shall collect funds on behalf of the Postal Service, shall provide Us, on each business day, information as to the amount of each Deposit made to the Postal Service by Customer.

6. The Meter Company may deposit funds on behalf of the Customer. The Postal Service will make no such advances. Any relationship concerning advances is between the Customer and the Meter Company.

7. The Customer acknowledges that the terms and conditions of this Acknowledgement may be changed, modified, or revoked by the Postal Service with appropriate notice.

8. Postal Service regulations governing the deposit of funds for CMRS are published in the Domestic Mail Manual Transition Book or version: DR-8.08

its successor. Customer acknowledges that it shall be subject to applicable rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The Postal Service rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

10. Taxes. You agree to pay for all applicable taxes related to the sale or rental of any equipment or Postage Meter to You, as well as any taxes applicable to Your possession, and/or use of the equipment and/or Postage Meter. Furthermore, You agree to pay the applicable fee to cover Our expenses associated with the administration, billing and tracking of such charges and taxes.

11. Disclaimer of Warranties. EXCEPT AS EXPRESSLY STATED HEREIN, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY OF ANY EQUIPMENT OR POSTAGE METER, ITS CONDITION, ITS MERCHANTABILITY, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS FREEDOM FROM INFRINGEMENT, OR OTHERWISE.

12. Limitation of Liability; Indemnification. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS RENTAL AGREEMENT, EXCEPT FOR DIRECT DAMAGES RESULTING FROM PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM OUR LIABILITY TO YOU FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO US HEREUNDER BY YOU.

13. Assignment. No right or interest in this Rental Agreement may be assigned by You, without Our prior written consent.

14. Notice. All notices, requests and other communications hereunder shall be in writing, and shall be addressed to You or Us, as applicable and shall be considered given when (i.) delivered personally, or (ii.) sent by commercial overnight courier with written verification receipt.

15. Integration. This Rental Agreement represents the final and only agreement between You and Us regarding Your acquisition of the Postage Meter and any other equipment or services. There are no unwritten oral agreements between You and Us. This Rental Agreement can be changed only by a signed, written agreement between You and Us.

16. Severability. In the event any provision of this Rental Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

17. Waiver or Delay. A waiver of any default hereunder or of any term or condition of this Rental Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed. We may accept late payments, partial payments, checks, or money orders marked "payment in full," or with a similar notation, without compromising any rights under this Rental Agreement.

18. Arbitration; Choice of Law; Venue; and Attorney's Fees. Any controversy or claim arising out of or relating to this Rental Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration rules and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be in Fairfield County in the State of Connecticut. This Rental Agreement shall be governed by and interpreted in accordance with the laws of the State of Connecticut, excluding its conflict of law principles. All fees and expenses shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation of proofs. The prevailing party shall be entitled to an award of reasonable attorney's fees and costs and the arbitrator(s) shall be authorized to award such amounts.

neoFunds ACCOUNT AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Postage Meter Rental Agreement with Neopost Inc. (the "Rental Agreement") and, if you have an eligible postage meter or an eligible

Postage on Call account, then You will have access to a neoFunds™ postage funding account and this neoFunds Account Agreement shall govern Your use of such account. Any defined terms in the Rental Agreement shall have the same meanings in this neoFunds Agreement, except that "We," "Us," and "Our," refer to Mailroom Finance, Inc., an affiliate of Neopost Inc. Sections 10 through 17 of the Rental Agreement are hereby incorporated into this neoFunds Agreement except that any reference in those sections to the "Rental Agreement" refer to this neoFunds Account Agreement.

2. Establishment and Activation of Account. You hereby authorize Us, to establish an account in Your name ("Account") for funding the purchase of postage from the United State Postal Service ("USPS") for use in the Postage Meter. The establishment of Your Account shall be subject to Our approval of Your creditworthiness. Any use of the Account shall constitute Your acceptance of all the terms and conditions of this neoFunds Agreement and all other documents executed or provided in connection with the Account. The Account may not be used for personal, family, or household purposes.

3. Operation of Account. Each time an employee or agent of Yours with the express, implied, or apparent authority to do so (each an "Authorized User") requests a Postage Meter reset from Neopost Inc., it will notify Us of the amount requested. We will transfer the requested amount to the USPS on Your behalf and Your Account will be charged for the amount of postage requested and any related fees, if applicable. There is no minimum or maximum reset amount so long as You do not exceed Your Account Limit (as defined below), and there is no limit on the number of resets that You may request in any month.

4. Payment Terms. You will receive a billing statement for each billing cycle in which You have any activity on Your Account. Payments are due on the due date shown on Your billing statement. You may pay the entire balance due or a portion of the balance, provided that You pay at least the minimum payment shown on the statement. However, if You have exceeded Your Account Limit, then You must pay the entire amount of any overage, as well as the minimum payment amount shown on Your statement. Whenever there is an unpaid balance outstanding on Your Account which is not paid in full by the due date shown on Your billing statement, We will charge You, and You agree to pay, interest on the unpaid balance of the Account for each day from the date the transaction is posted to Your Account until the date the unpaid balance is paid in full, at the Annual Percentage Rate (as defined below). The Account balance that is subject to a finance charge each day will include outstanding balances, minus any payments and credits received by Us on Your Account that day, excluding unpaid interest and fees. The Annual Percentage Rate applicable to Your Account will be equal to the lesser of eighteen percent (18.00%) per annum or the maximum permitted by law. Each payment will be applied to reduce the outstanding balance of Your Account and replenish the amount available to You. We may refuse to extend further credit if the amount of a requested charge plus Your existing balance exceeds Your Account Limit.

5. Account Limit and Account Fees. You agree that We will establish a credit limit on Your Account (the "Account Limit"). The exact amount of the Account Limit will be indicated on Your invoice. We may, in Our sole discretion, allow Your balance to exceed the Account Limit. In the event We do so, You agree to pay Us an additional fee equal to one percent (1%) of the amount by which the Account Limit is exceeded for each transaction that You initiate after Your Account has reached the Account Limit. Such amount will be charged to Your Account on the date that the relevant transaction(s) occurs. Unless prohibited by applicable law, You agree to pay the amounts set forth in this neoFunds Agreement, which may include, without limitation, the amounts specified above, a fee for a late payment, and a fee for any checks that are returned as a result of insufficient funds. Unless prohibited by applicable law, We may charge You and You agree to pay Our fees then in effect for copies of Your monthly statements. All such fees shall be added to Your Account balance.

6. Cancellation and Suspension. We may at any time close or suspend Your Account or temporarily refuse to allow further charges to Your Account. You can cancel Your Account at any time by notifying Us in writing at the address provided on Your Account statement of Your desire to do so. No cancellation or suspension will affect Your obligation to pay any amounts You then owe under this neoFunds Agreement. We will notify You of the Account balance in the event of any termination and all outstanding obligations will survive the termination of this neoFunds Agreement by either party.

7. Default. We may declare You in default if You (i.) have made any misrepresentations to Us (ii.) at any time, have done or allowed anything that indicates to Us that You may be unable or unwilling to repay the balance of Your Account as required under this neoFunds Agreement, or (iii.) are in default under this neoFunds Agreement or any lease, rental, or other agreement with Us, Neopost Inc., or their affiliates. If You are in default, or upon any cancellation of Your Account, We shall not be obligated to continue to provide the Account service or extend further credit under this neoFunds Agreement. If We are required to take collection action or any other legal action under this neoFunds Agreement, You shall pay upon demand by Us all court and collection costs, along with reasonable attorney's fees. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

8. Remedies. If We have declared that You are in default under this neoFunds Agreement, then We may: (i) declare all agreements You have with Us in default and due and payable at once without notice or demand; (ii) refuse to make further advances on Your behalf to reset Your Postage Meter; and (iii) exercise any other rights that We may have. In addition, You agree that any default under this neoFunds Agreement shall constitute a default under any agreement You may have with any of Our affiliates, including, but not limited to, Neopost Inc., Neopost Leasing, Inc., and Hasler, Inc.

9. Amendments. We may amend this neoFunds Agreement, or any of its provisions, including without limitation any fees and charges and/or the Annual Percentage Rate, at any time by at least thirty (30) days written notice (including electronic notice to Your email address as reflected in Our then current records) to You. Any such amendment will become effective on the date stated in the notice and will apply to any transactions after such date, as well as to any outstanding balance on Your Account.

10. Notice. Any notice required to be given under this neoFunds Agreement by either party hereto shall be given if to You, at the address shown on Your order form, and if to Us at P.O. Box 31021, Tampa, Florida 33631-3021.

11. Miscellaneous. Upon Our request, You agree to furnish current financial and other information, including Your tax identification number. You understand that We may obtain credit reports in connection with Your Account now and in the future. This neoFunds Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to its conflict-of-laws rules, and any applicable federal laws. The sole jurisdiction and venue for actions related to the subject matter hereof shall be in a State or Federal Court within the State of Florida.

ONLINE SERVICES AND SOFTWARE AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Postage Meter Rental Agreement with Neopost Inc. (the "Rental Agreement"). Any defined terms in the Postage Meter Rental Agreement shall have the same meanings in this Online Services and Software Agreement (the "OSS Agreement"). Sections 10 through 18 of the Postage Meter Rental Agreement are hereby incorporated into this OSS Agreement except that any reference in those sections to the "Rental Agreement" refer to this OSS Agreement.

2. Rate Updates with Online Services. If the order form indicates that You are enrolled in Our Online Services program, then You will receive periodic updates for Your covered equipment and/or Postage Meter, including updates to maintain accurate USPS rates for the USPS services that are compatible with such Equipment or Postage Meter. **The rate updates that are offered with Our Online Services program are only available for products that are Integrated (as defined below) into Your mailing machine.** For the purposes of this section, "Integrated" means that the covered hardware cannot properly operate on a stand-alone basis and it has been incorporated into the mail machine. Products that are not Integrated including, but not limited to, all software and scales with "ST-77," or "SE" in the model number will not receive updated rates as part of Our Online Services program (collectively "Excluded Products").

3. Rate Updates with Rate Change Protection and Software Advantage. If You have any of Our Excluded Products, You may have elected to purchase Rate Change Protection ("RCP") from Us for Your hardware products or Software Advantage for Your software. If the order form indicates that You have selected RCP or Software Advantage, You will receive the following updates for Your covered Equipment or software: (i) updates to maintain accurate rates for the services offered by the USPS and other carriers that are compatible with Your covered Equipment or software; and (ii) updates for zip or zone changes that are compatible with Your covered Equipment or software. If any reprogramming is required because You have moved the Equipment or Postage Meter to a new location, none of the services described in this Section cover the cost to do so. If You have not selected RCP or Software Advantage, You agree that We may send You periodic rate updates as needed and You agree to either (i) promptly pay the then-current price for such update, or (ii) return the unused update to Us within ten (10) business days of receiving it.

4. Use of Websites. Neopost and/or any of Our affiliates, including, but not limited to, Neopost Leasing, Inc. and Hasler, Inc. may, from time to time, make certain websites available to You in order to provide You with certain services ("Websites"). If You access any such Websites, You acknowledge and agree that Your use of the Website is subject to the terms of use in effect at the time You use the Website. Those terms of use are available on the Websites for Your review. You acknowledge and agree that such terms may be supplemented and modified from time to time ("Supplemental Terms"). Your use of a Website after Supplemental Terms have been issued will signify Your acceptance of those terms. In the event of a conflict between the terms of this OSS Agreement and the Supplemental Terms, the Supplemental Terms shall control.

5. License Grant and Additional Terms. In exchange for the license fees set forth on the order form, We hereby grant to You a nonexclusive, nontransferable license to use the software products, including related documentation, described on the order form solely for Your own use on or with the Equipment. You warrant and represent that You will not sell, transfer, disclose or otherwise make available such software products or copies thereof to third parties; provided, however, that the software products may be disclosed on a need-to-know basis to Your employees or independent contractors using the Equipment. No title or ownership of the software products or any portion thereof is transferred to You. You acknowledge and agree that there may be additional terms and conditions that apply to Your use of any software provided by Us. Such terms will be provided with the software and may be supplemented by Us or third party licensors, from time to time, by notice to You.



Section (A) Dealer Information

Dealer Number: 948	Dealer Name: CMS	Phone #:	Date Submitted:
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Section (B) Billing Information

Company Name (Full legal name): City of Rifle Police Department		
Mailing Address: 201 E 1st St		
City: Rifle	State: CO	Zip Code + 4: 81650
Contact Name: Valarie Shanahan		
Email Address:		
Phone Number: 970-665-6500	Fax Number: 970-665-6522	
Meter Purchase Order #:		
Tax Exempt?: (Exemption Certificate is required if Yes) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Section (C) Installation Information (If different from billing information)

Company Name (Full legal name):		
Installation Address (No PO Boxes):		
City:	State:	Zip Code + 4:
Contact Name:		
Email Address:		
Phone Number:	Fax Number:	
Licensing Post Office: Rifle CO	Post Office Zip Code + 4: 81650	
<input type="checkbox"/> Use my existing POC Account Number. #		

Section (D) Postage Meter Information

Meter Model:	Description:
IS-330 and # 5201	Digital mailing system and scale
Payment Frequency: <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually	
Meter Rental Payments: \$ 49.55 for 36 months, thereafter \$ _____ for _____ months	

Section (E) Rate Change Protection

Rate Change Protection

Model:	Serial Number:	Annual Price: \$ _____
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Section (F) Services Include

- Postage Meter Rental**
- neoFunds (automatically included for eligible meters)**
 - Immediately available postage and over-limit postage advances
 - Download now, pay later
- Online Services Advantage**
 - Online MyNeopost Access
 - Remote system checks and software updates
 - Low ink email alerts
- Online Rate Maintenance SP10**
 - Automatic electronic USPS Postal Rate updates
- Online Department Reports SP20**
 - Automatic department and chargeback account postage tracking
 - Easy, simple to use Online charts, graphs and data export
- Online USPS eConfirmation SP30**
 - Discounted-rate USPS Confirmation Services
 - At-a-glance, consolidated delivery tracking and email updates

Section (G) Approval

Existing customers who are upgrading or renewing an agreement and currently fund their POC account by ACH Debit will not be converted to neoFunds, unless initialed here _____.

This document consists of Postage Meter Rental Agreement with Neopost Inc. ("Rental Agreement"); a neoFunds Account Agreement with Mailroom Finance, Inc.; and an Online Services and Software Agreement with Neopost Inc. Your signature constitutes an offer to enter into the Rental Agreement and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version DR-8.08), which are also available at <http://www.neopostinc.com/terms/dealer-rental-0808.html>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is delivered to you.

Authorized Signature _____

Print Name and Title _____

Date Accepted _____

Neopost Accepted By _____

Date Accepted _____

**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 delivery or** postmark on the notice. **If the owner cannot be located for personal service, it shall be lawful to post the shut-off notice on the front door of any building upon the premises served or mail the shut-off notice by certified mail. 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	\$ 67.93 <u>14</u> per notice
	<u>Processing and preparation of water and sewer shut-off notices</u>	<u>\$15.00 per notice</u>
	<u>Physical turn-off of services</u>	<u>\$30.00</u>
	<u>Physical turn-on of services</u>	<u>\$30.00</u>

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~~with 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
ORDINANCE NO. 2
SERIES OF 2010

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING
SECTION 13-1-380 OF THE RIFLE MUNICIPAL CODE REGARDING
COMPUTATION OF WATER RATES AND CHARGES PRIOR TO
CERTIFICATE OF OCCUPANCY.

WHEREAS, Section 13-1-380 of the Rifle Municipal Code addresses computation of water rates and charges and provides at subsection (e) that minimum charges commence at the time of building permit regardless of whether water is used during the construction phase prior to issuance of a certificate of occupancy; and

WHEREAS, given the potential costs if a lengthy period exists between building permit and certificate of occupancy with little or no water use, staff finds that a more equitable means of assessing water service charges would be to commence minimum charges at the time of issuance of certificate of occupancy and at that time read the meter and assess the customer for water used during the construction phase at the City's bulk water rates; and

WHEREAS, the Rifle City Council agrees with staff's recommendation and finds the best interests of the City will be served by amending Section 13-1-380 of the Rifle Municipal Code accordingly.

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

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

Section 2. Section 13-1-380 of the Rifle Municipal Code, "Computation of rates and charges," is hereby amended to read as follows, with additions shown in bold, double underlined text and deletions in strike out text:

13-1-380. Computation of rates and charges.

* * *

- (e) Construction phase charges. The charges established under Appendix A to this Code shall be assessed at the full rates and become due and payable, irrespective of whether water service is being used, ~~rate applicable to one (1) EQR, regardless of building size, type or EQR value,~~ at the time of the issuance of a building permit certificate of occupancy. ~~Upon the issuance of a certificate of occupancy or nine (9) months from the date of the issuance of the building permit, whichever occurs first, the billing rates set forth in Appendix A to the Code shall be assessed in full.~~ At that time City shall calculate the amount of water used after meter activation

but prior to issuance of a certificate of occupancy and assess the customer for such use at the City's rate for bulk sales of water set forth in Appendix A to this Code.

INTRODUCED on February 3, 2010, read by title, passed on first reading, and ordered published by title as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on February 17, 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

Manager's Report

February 3, 2010



Staff and I have been working on 2009 year-end reports and work plans for 2010. The report is presently being compiled and will be available to the City Council next week. Staff are continuing their winter maintenance programs and

some work is continuing regarding removal of snow and ice piles remaining from the December storm. Our focus is preparations for spring, which is just around the corner, and a constant vigilance on efficiency and cost reductions as we adjust to budget shortfalls. Other issues include:

PERSONNEL

Utility – We have recently achieved success in filling two vacant positions in the Wastewater utility. These include the positions of plant supervisor and wastewater operator. Mr. Dennis Christie has accepted the position of wastewater operator. Dennis has more than ten years' experience with



water and wastewater systems, and recently has been working for Snowmass Water and Sanitation. Welcome Dennis. Mr. Jake Prentiss has accepted the position of wastewater supervisor previously held by Berney Sadler. Jake has many years of experience in the area of wastewater operations and has been especially successful in working with smaller plant treatment of industrial waste. His knowledge will be

welcomed. Jake is presently living in Pierce, Colorado, and will be relocating to Rifle.

Police – Officer Aimee Wride has given the City notification that she will be relocating to the Greeley, Colorado area. Aimee has recently been instrumental in leading training efforts for all City employees in the FEMA Incident Command System program. She has been working diligently with all departments and she will be missed.



Code Enforcement – Code Enforcement Officer Lynda Simpson has resigned to accept a position in Routt County. Lynda has been very successful this past year with the Code Enforcement program and accomplished other goals, such as organizing the Spring Cleanup. We are sorry to see her leave and wish her the best of success. On a side note, the position will not be advertised, and the Code Enforcement duties will be assigned to other staff.

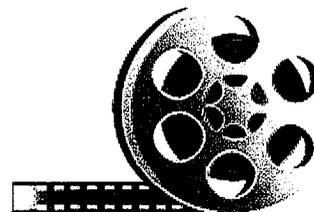
MEDICAL MARIJUANA PERMITS

Three Rifle medical marijuana dispensaries have completed their filings applications for City permits and their background checks. Three permits have been issued, and a fourth is pending.

THEATRE

The lease extension is complete and only needs the owners' signatures to become official. We did check into the issue of the new screen and it is clear that the City did not purchase the new screen when the theatre was purchased. Therefore, the operator will receive a credit for the original cost of the screen and

its installation. Tom Whitmore will begin coordinating efforts to make needed repairs to the theatre with the Iniguez family and the New Ute Theatre Society. Jim Neu and Tom Stuver are working on a management agreement with the



New Ute Theatre Society, and we hope to present it to the City Council within the next two months.

RE: Garfield County's Senior Award Nominations

Garfield County Council on Aging is seeking nominations for awards to be presented to seniors, individuals, business, agencies and/or organizations for their outstanding contributions and positive affect they have had in our county.

The nomination and award selection is a local process with the Garfield County Council on Aging. Nominations are submitted to the Council and may be made for one of the two awards categories: Senior Citizen of the Year or Friend of the Seniors. We have an open process and that all nominations are permitted and encouraged to be submitted. Nominations need to be submitted by February 22, 2010.

The elected award recipients are invited to attend the Garfield County celebration in May and the Alpine Area Agency on Aging Celebration as well. Both events will be held in conjunction with Older Americans month that celebrates the vital contributions seniors make to our society. A copy of the nomination form is attached. Please return the completed nomination form to Judy Martin at (970) 945-9191 extension 3061 via e-mail at Jumartin@Garfield-county.com or fax (970) 928-0465.

Thank you in advance for your participation in this wonderful tradition. No doubt this is a time when inspiration and encouragement is needed, and we look forward to a successful awards program. If further information is needed, please feel free to contact Judy Martin at the Garfield County Department of Human Services, Senior Programs (970) 945-9191 extension 3061 via e-mail at Jumartin@Garfield-county.com

GARFIELD COUNTY

County Award Nomination Form for 2010 Senior Awards

Award Nomination Categories (with Summary)

- SENIOR CITIZEN OF THE YEAR:** should be an older adult (over 60 or older) who has dedicated himself or herself to helping other older adults and whose exemplary service, peer relationships, and contribution of leadership, knowledge, skills, and time have made a difference in the community. Two people, such as couples/partners, may be nominated.
- FRIEND OF THE SENIORS:** should be an individual, business, agency or organization whose relationship and specific contributions/service has positively impacted the older adult community; has facilitated positive change in making the community aging-friendly and a better place to live.

Your Information

Your name: _____ Date: _____

Mailing Address: _____ City _____ State _____ ZIP _____

Contact Phone Number: _____ E-mail _____

Nominee Information

Name(s) of Nominee (Self nominations welcome): _____

Address of Nominee(s): _____

Contact Phone Number of Nominee(s): _____

Nominee(s) activities and accolades: (include additional sheets if necessary)

Please express why you believe your nominee(s) should receive the award. (include additional sheets if necessary)

RETURN COMPLETED FORM TO Garfield County Council on Aging, Attention: Judy Martin,
195 West 14th Street, Rifle, CO 81650 by February 22, 2010
Or Fax to 970-928-0465 or e-mail to jumartin@garfield-county.com

Garfield County Senior Programs February 1, 2010 Senior Nutrition Program

Monday	Tuesday	Wednesday	Thursday	Friday
1 Bean Soup Ham Sandwich Pineapple Chunks Birthday Surprise	Glenwood Springs & Rifle 2 Apple Stuffed Pork Chops Beets Applesauce Rolls and Butter Birthday Surprise	Carbondale, Silt & Parachute 3 Turkey French dip sandwich Roasted Sweet Potatoes Tossed Salad with dressing Birthday Surprise	Rifle & Sunnyside 4 Soft Shell Tacos With Fixin's Refried Beans Custard with Berries	Glenwood Springs & Rifle 5 Corned Beef and Cabbage Potatoes and Carrots Rolls and Butter Ice Cream
8 Chicken Pot Pie Spinach Salad with Mandarin Oranges Cookie Bars with Dressing Cookie Bars	9 Swiss Steak Mashed Potatoes and Gravy Green Beans Rolls and Margarine Peach Cobbler	10 Chicken Tenders Carrot Raisin Salad Spicy Roasted Potatoes Rolls and Margarine Fruit Salad	11 BBQ Beef Sandwich Macaroni and Cheese Cole Slaw Fruited Jello	12 Dirty Rice with Pork Mixed Vegetables Corn Bread Baked Apples
15 NO MEAL SERVICE PRESIDENTS DAY	16 Hamburger on a Bun with fixins Sweet Potato Fries Banana Pudding	17 Green Chili Chicken Beans and Rice Tortillas Fruit Cup	18 Chicken a la King Over Chinese Noodles Tossed Salad With Dressing Rolls and Butter Pineapple	19 Vegetable Lasagna Tossed Salad with Dressing Bread Sticks Brownies
22 Beef Stew Tossed Salad with Dressing Bread and Butter Bread Pudding	23 Cabbage Roll Casserole Buttered Carrots Tossed Salad With Dressing Bread and Butter Fruit	24 Pot Roast with Carrots and Potatoes Bread and Butter Custard with Berries	25 Baked Potato bar with Chili and Fixins Cinnamon Rolls	26 Fish Chowder Dinner Salad with Dressing Rolls and Butter Lemon Bars
	Suggested Donation 60+ the recommended contribution for each meal is \$2.50. Participants are encouraged to pay as they are able. Guest Fees For those under 60 the fee is \$6.00, children \$3.00		Menus are subject to change due to the availability of food All meals include coffee, tea 2% milk or buttermilk	

For Reservations:

Carbondale: 945-9117 Silt: 625-1877
 Glenwood Springs: 945-9117
 New Castle 984-0779 by Thursday
 Parachute: 285-7216 Monday 9-12 only
 Rifle: 625-1366 Sunnyside 945-8197

This program is provided through cooperative efforts of the Garfield County Department of Human Services, the City of Rifle, Valley View Hospital, The NW Colorado Area Agency on Aging, Town of New Castle, Town of Parachute, Town of Silt, Town of Carbondale, RFTA, City of Glenwood Springs, Colorado Mountain College, Donations and Client Contributions

Garfield County Senior Program July 945-9191 ext 3061

H1N1 FLU SCHEDULE AT SENIOR MEAL SITES

The Garfield County Public Health will be providing H1N1 Flu Shots at the lunch sites. **There is no cost for the H1N1 flu shot.** The dates and times for the shots are listed below:

Tuesday, February 2, 2010

Glenwood Springs – Chat n’ Chew at Colorado Mountain College at
1402 Blake Avenue from 11:30 a.m. to 12:30 p.m.

Rifle – Rifle Senior Center, 50 Ute Drive from 11:30 a.m. to 12:30 p.m.

Wednesday, February 3, 2010

Carbondale – Crystal Meadows Senior Housing at 1250 Hendricks Drive
in Commons 1 from 11:00 a.m. to Noon

Silt – Burning Mountain Fire Station, 201 Main Street from
11:30 a.m. to 12:30 p.m.

Parachute – Valley Senior Center, 540 North Parachute Avenue
11:00 a.m. – Noon

Thursday, February 4, 2010

Glenwood Springs, Sunnyside Retirement Center, 601 21st Street from
11:30 a.m. to 12:30 p.m.

Lunch will be served at 12:00 at each of the meal sites on the
date of the flu shots.