



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

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REGULAR MEETING  
May 4, 2011

WORKSHOP 6:00 P.M.  
CONFERENCE ROOM

- 6:00 P.M. Discuss 2011 Garfield New Energy Communities Initiative IGA (Alice Laird, Mike Ogburn)
- 6:30 p.m. Ennovate Presentation of City of Rifle Technical Energy Audit (Mike Braaten)

REGULAR MEETING 7:00 P.M.  
COUNCIL CHAMBERS

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

- 7:00 p.m. 1. Regular Meeting Call to Order and Roll Call
- 7:03 p.m. 2. Consent Agenda – consider approving the following items:
- A. Minutes from the April 6, 2011 Regular Meeting
  - B. Minutes from the April 20, 2011 Regular Meeting
  - C. Broker of Record letter appointing Denman Consulting Services, Inc. as City's Employee Benefit Plan Broker/Consultant
  - D. Resolution 2011-5 joining County Health Pool
  - E. County Health Pool Application for Membership
  - F. Agreement with Labyrinth Healthcare Group (Patient Care) for employee health care advocacy services
  - G. Liquor License Renewal – La Hacienda
  - H. March Sales Tax Report
  - I. Accounts Payable
- 7:08 p.m. 3. Citizen Comments and Live Call-In

(For issues NOT on the Agenda. Please limit comments to 3 minutes.)

- 7:11 p.m. 4. Action, if any, on Workshop Items (Mayor Lambert)
- 7:15 p.m. 5. Public Hearing – Special Event Liquor Permit – Rifle Rendezvous Festival, Inc. (Lisa Cain)
- 7:25 p.m. 6. Consider taking action on 2011 Garfield New Energy Communities Initiative Intergovernmental Agreement (Alice Laird, Mike Ogburn)
- 7:35 p.m. 7. Consider taking action on Memorandum of Understanding – Garfield County Senior Programs (Judy Martin)
- 7:45 p.m. 8. Proclamation – National Police Week (Daryl Meisner)
- 7:50 p.m. 9. Consider participating in Garfield County Multi-Hazard Pre-Disaster Mitigation Plan – Resolution 2011-3 (Matt Sturgeon)
- 8:00 p.m. 10. Consider granting easement to Colorado Department of Transportation – Resolution 2011-4 (Dick Deussen)
- 8:10 p.m. 11. Consider re-appointing Philip Antes to Housing Authority Board (Lisa Cain)
- 8:20 p.m. 12. Consider taking action on Intergovernmental Agreement Regarding Economic Development – Energy Innovation Center Site/Valley Lumber Property Redevelopment (John Hier)
- 8:30 p.m. 13. Administrative Reports  
A. City Manager Report  
B. Other Reports
- 8:40 p.m. 14. Comments from Mayor and Council

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

**Next Regular Meeting of Council: May 18, 2011 at 7:00 p.m.**





**To:** Mayor Lambert and Rifle City Council  
**From:** Alice Laird, Garfield Clean Energy/CLEER  
**Date:** April 27, 2011  
**RE:** GCE update and approval of 2011 Garfield Clean Energy IGA

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Thank you for providing time on your upcoming council agenda for an update on Garfield Clean Energy and approval of the 2011 GCE Intergovernmental Agreement.

The 2011 IGA is essentially the same as the 2010 IGA approved by the City of Rifle, with the primary difference being the listing of new funding sources. The Garfield County Board of County Commissioners has requested that each GCE partner approve the 2011 IGA and include the amount of funding they are able to contribute toward the general partnership. Garfield County has provided \$95,000 in funding, contingent on GCE partners also putting in what they can. (The Advisory Board has shortened the name of Garfield New Energy Communities Initiative to Garfield Clean Energy; the former name is still used in the IGA.)

Attached is an overall summary of GCE projects to date. Here are also some highlights of work occurring recently within Rifle town boundaries:

#### **Energy Saving programs for government facilities, City of Rifle**

- Rifle's new Police Station and new Wastewater Plant will soon be monitored "live" as part of the Energy Navigator energy tracking system, viewable at [www.garfieldenergynavigator.org](http://www.garfieldenergynavigator.org). This will show the contribution of Solar PV to each building's energy use and show building consumption on an hourly basis. Many other town facilities are visible on the Energy Navigator with monthly bill data.
- CLEER/GCE will assist the town in using the data on the Garfield Energy Navigator as part of an "Active Energy Management" program that engages town staff in observing and improving energy use on monitored buildings. CLEER will also work with Ennovate to ensure that data on daily electricity use visible through the Energy Navigator is available to assist in building software upgrades during execution of the Performance Contract.
- As part of the energy management program included in the GCE Better Buildings Program, CLEER has instrumented the Wastewater Treatment Plant. This will assist Rifle in reducing energy use during its EPA Wastewater Training program this summer.

#### **Commercial energy saving services: Rifle companies enrolled to date in Energy Challenge:**

Sally Brands Building  
New Ute Theater  
East 3<sup>rd</sup> St. Professional Bldg  
Alpine Bank Downtown Rifle  
Advanced Auto & Truck Repair  
KFC Rifle  
Midland, LLC  
Rifle Mercantile, LLC

#### **Residential energy efficiency**

- Inquiry logs show approximately 17 residents in Rifle area have called with inquiries about the home energy challenge, residential energy savings. 6 rebates have been paid out to Rifle residents to date.

## Garfield Clean Energy results as of April 2011

**Countywide collaborative partnership** connecting all Garfield County towns, the County, RFTA, the library district, schools, businesses, households and nonprofit organizations:

Consortium website: [www.Garfieldcleanenergy.org](http://www.Garfieldcleanenergy.org) serves as central organizing website to provide extensive information on programs, projects, resources, contractors, rebates, and results.

Monthly GCE advisory board meetings provide opportunity for countywide collaboration on strengthening the regional economy through cutting energy waste, sharing best practices for cutting energy costs and tapping local sources; ongoing training and additional funding opportunities. With a total combined energy bill of over \$219 Million for energy use countywide, if all Garfield County energy users became just 10% more energy efficient, the savings would equal \$21 Million per year.

### Programs to cut energy costs for local Governments:

- 67 government buildings are included on [www.garfieldenergynavigator.org](http://www.garfieldenergynavigator.org), a website for tracking energy use, guiding building improvements, and measuring progress on energy savings. Garfield Energy Navigator and energy tracking has been used to cut energy costs in government facilities. Combined energy costs for governments in the region is more than \$4 Million, so finding a way to cut energy costs can add up to a significant number.
- Active Energy Management program provides ongoing training and technical assistance for facility managers and buildings users to manage energy costs.
- ENERGY STAR ratings developed for key public buildings throughout the county to measure current energy performance and establish baseline for improvements.
- Through jointly-selected energy services company, partners have an inventory of energy saving opportunities and costs for improvements for 46 facilities. Several governments have implemented performance contract approach to improve building performance and cut energy costs.

### ENERGY STAR schools

- 20 schools in Roaring Fork School District and Garfield RE-2 School district are signed up for comprehensive data-driven energy conservation program underway, engaging facilities managers and building users in actively saving energy, verifiable through meter and utility data.
- To date more than \$150,000 has been cut from RFSD utility expenses; \$60,000 verifiable savings for Garfield RE-2.
- Energy education component has grown from one energy enrichment class in one school to a curriculum for energy clubs in 7 Garfield schools. Energy clubs help drive savings and increase energy literacy.
- A Garfield school was accepted as one of 14 buildings in a national EPA building competition to see which building can cut the most energy waste. Another Garfield school is competing in next round of building energy competition.
- ENERGY STAR school program has leveraged more than \$100,000 in in-kind contributions and additional funding.

### Energy efficiency guidelines and technical assistance

- Design-phase consultation on energy efficiency provided to Library District and Garfield County for new buildings in Rifle. Green guidelines developed for new public buildings.
- Helped Carbondale and New Castle pass International Energy Conservation Code (IECC) 2009; helping Rifle also work toward this goal; work on commercial green building code in Carbondale.

### Rifle LED streetlights

- Demonstration purchase and installation of LED fixtures for 23 street lights in downtown Rifle. New lights result in 64% reduction in electrical use, 55% reduction in operating costs. Project has spurred down town association to use LED holiday lights.

## **Renewable Energy**

### Partner installations / Garfield 1 Megawatt campaign:

Total of 16 installations result in installed capacity of 370 kilowatts, plus 26 MBTU from the Carbondale solar hot water project. Additional funds developed: \$35,000 in grants (Carbondale Senior Housing) plus an estimated \$1,023,028 in REC and rebate payments from Xcel Energy.

- Town of Parachute: Installations of 10 kilowatts each under way at the Town Hall and the water treatment plant. Unique installation of three solar flowers, 3.6 kW total, at the Parachute I-70 Rest Area. Grand opening at rest area: Aug. 27, 2010.
- Garfield County: Installation of about 102 kW solar electric system on the riding arena at the fairgrounds in Rifle, using a power purchase agreement.
- City of Rifle: Installations of 10 kilowatts each at the new police department and courts building, 201 E. 18th, the parks maintenance facility at Deerfield Park, and the city operations and maintenance facility, 1221 E. Centennial Parkway. Grand opening held May 10 at Deerfield Park.
- Town of Silt: Installations of 10 kilowatts each at Town Hall, senior housing and the wastewater treatment plant. Grand opening date: Thursday, Sept. 2, 2010.
- Town of New Castle: Installation of two arrays totaling 70 kW on two buildings at the new Public Works Facility, 801 W. Main St. Project financed through a power purchase agreement, DOLA grant allocation used to pre-purchase electricity under the PPA. Grand opening held Jan. 16.
- City of Glenwood Springs: Installation of a 20.52 kWh solar electric system on the Community Center, 100 Wulfsohn Drive. Grand opening, September 2010.
- Town of Carbondale:  
Project 1: installation of 29.5 kW of solar electric and 7 panels of solar hot water at Carbondale Senior Housing, 1250 Hendrick Dr. Partnered with CORE grant (\$25,000) and wrote an Aspen Skiing Co. Environment Foundation (\$10,000). Grand opening held July 9.  
Project 2: installation of 1.5 kW bi-facial solar electric entry canopy at Third Street Center. Project is complete. Grand opening held June 19.
- Garfield Public Library District:  
Project 1: installation of 53 kW solar electric array on the new Rifle Branch Library. Project 2: installation of 10 kW at the remodeled Parachute Branch Library.

Glenwood Springs solar rebates: Through rebates brought to the region by CLEER, 21 new solar installations in Glenwood Springs in 2009 and 2010.

Solar in the Schools scholarships: Provided 2 scholarships to Garfield County teachers for SEI's "Renewable Energy for Educators" classes; developed an energy curriculum to use in support of school programs (see ENERGY STAR schools info above.)

Garfield County Solar Home Tour: Co-sponsored 2009, 2010 tour.

## **Commercial energy saving services**

Garfield Clean Energy Challenge program developed and launched, providing one-stop approach to energy coaching services, rebates, and guidance for saving energy. To date, 40 businesses are signed up and participating. Program works in partnership with local contractors and utilities, and uses DOE block grant funding and SEP funding to increase participation. Publicized through all chambers and downtown organizations. Ongoing network developed for businesses to share energy saving successes and learn more about energy management.

Through grant written by CLEER staff, secured 2 years worth of funding to run the one-stop audit, retrofit, financing program along with access to financing support for commercial and residential energy users.

Through an additional grant written by CLEER staff, secured additional funding to focus on small businesses and to strengthen local utility outreach and participation in program. This grant is in collaboration with partners in Eagle and Pitkin Counties as part of a region-wide effort to create similar programs.

Energy management workshop for commercial users: Workshops held every quarter for energy managers, usual attendance is 20 – 60 people.

Glenwood solar rebates: Rebate funding brought to the region by CLEER resulted in 7 commercial PV installations, resulting in 45 kW on commercial structures.

Glenwood Springs demonstration audit, energy improvements program: All cases studies are being updated and finished now that we have a full year of utility bills from completion of projects. Two original demonstration businesses have signed up for the Challenge for Business to carry out more energy efficiency upgrades identified in their audits.

## **Residential energy services**

### Clean Energy Challenge for Homes

90 households are signed up to participate in newly energy saving program for homes. 31 households have completed audits in 2011 and 21 of them have completed retrofit work. The average estimated savings is \$300 per household.

### Complete retrofit of Sunnyside Senior Housing

CLEER mobilized \$75,000 and managed complete retrofit of senior housing project in Glenwood Springs, resulted in reduced utility costs and increased comfort for residents.

### Audits of senior affordable housing facilities countywide

- Initial audits of all senior affordable housing facilities completed countywide to create inventory of overall energy saving opportunities. Sunnyside improvements complete, would like to provide similar upgrades to the other senior housing projects on the list.

ENERGY STAR New Homes: A GEO program aimed at the building industry, home buyers and real estate professionals.

- Free Builder Training Series with five sessions held in Rifle with Habitat for Humanity on energy efficient construction materials and techniques.
- Selling ENERGY STAR New Homes. Training session for real estate professionals, builders and auditors held Dec. 11 in Glenwood Springs with guest speaker Todd Gamboa.

Home energy efficiency campaign

- Hosted community outreach booths at events in Carbondale, Glenwood Springs, New Castle, Silt, Rifle and Parachute. Ongoing appearances at multiple educational events and panels.

Lighting campaign

- Distributed 10,000 bulbs to date at community events in Parachute, Glenwood Springs and Carbondale, and at town halls throughout county.
- Senior bulb outreach under way with direct installations at senior housing and for homebound seniors using long-term care providers; 300 additional bulbs from Xcel.

Insulate Colorado: A GEO program offering rebates for home insulation and air sealing.

- Promoted Insulate Colorado rebates offered by Xcel Energy and SourceGas through press releases, GarfieldCleanEnergy.org website, booth at community events.
- Put on 100% Rebate contest for 12 winners (two per zip code) for a home energy audit and insulation upgrades; projects complete.
- Offering rebate plus \$150 kicker to propane and all-electric homes, promoted using e-mail and direct mail to contest entrants and homeowners in areas known to be off the natural gas grid. Program paid out 8 rebates.
- Total rebates of \$14,000 prompted \$24,000 in total spending on insulation projects.

Glenwood solar rebates: A GEO program for residential PV installations in areas without existing utility incentives.

- 2009: Highly competitive program funded rebates for 5 residential and 3 commercial installations for Glenwood Electric customers. Total 32 kW installed capacity more than doubled Glenwood Electric's solar portfolio. \$90,000 in rebates stimulated another \$132,000 in private sector investment in renewable. 50% rebate match provided by GEO through a grant CLEER wrote separately from the G-NECI grant.
- 2010: With assistance from CLEER, Glenwood Springs entered into a partnership agreement with GEO to offer double rebates for 11 residential and 3 commercial installations. To date, 10 residential and 4 commercial rebates have been reserved by Glenwood Electric customers.

Glenwood Springs appliance rebates: With assistance from CLEER, the City of Glenwood Springs is offering a \$37,500 appliance rebate program in fall 2010 for city electric department customers to purchase ENERGY STAR dishwashers, clotheswashers and refrigerators.

Glenwood Springs insulation and energy monitors rebates: With assistance from CLEER and GEO, rebates offered to city electric department customers for the purchase of home energy monitors, and rebates offered to owners of all-electric homes for insulation and air sealing, all in fall 2010

## **Energy Efficient Transportation**

### Clean energy vehicle and fuels program

- Guides developed for fleet efficiency programs, posted on website; technical assistance being provided for local governments to save money and fuel through fleet efficiency programs.
- Vehicle Fleets and the Clean Energy Economy workshop held in February 2010, drew 75 fleet managers, gas and auto industry reps to hear speakers and test-drive fuel-efficient vehicles. Highlight of the workshop were presentations on compressed natural gas vehicles and fueling. This resulted in commitments by several local governments to make CNG conversions to support a CNG fueling station to be built in Rifle.
- Facilitated meetings resulting in a successful grant to GEO for CNG fueling stations.
- Provided sample resolutions for efficient fleet policies, working with local governments to adopt the policy and implement practices.
- Demonstration electric vehicles purchased by City of Rifle.
- Developing countywide coalition to support CNG as transportation fuel, support development of infrastructure.

### Clean Energy Transportation Options

- First ever Bike to Work events held in New Castle and Rifle in June 2009
- Clean Energy Transportation Week classroom challenge in October 2009 involved 120 elementary and middle school classrooms in Parachute, Rifle, Silt, New Castle, Glenwood Springs and Carbondale through GNECI partnership with City of Glenwood Springs staff and RFTA.
- Clean, Green, Healthy Transportation Challenge held in April 2010 involved 16 schools, 204 classrooms and more than 6,000 students from Parachute to Carbondale, competing for classroom prizes within each school and a \$2,000 grand prize. Photo finish among top two schools, second prize of \$500 also awarded. Prize money supplemented by business and foundation sponsors.
- Second county-wide school challenge being held April 2011, involving 17 schools countywide.

### Energy efficient transportation and community design

- “Growing Cooler” workshop held in June 2009 drew 110 people to hear keynote speaker Reid Ewing and others explain the links between community design, driving and fuel consumption. Workshop was a collaboration with community partner Sonoran Institute. Sonoran Institute, a G-NECI community partner, is conducting ongoing code review for Garfield County communities.
- Ongoing work with RFTA to support transit-supportive development and community design.

**2011 INTERGOVERNMENTAL AGREEMENT EXTENSION AND AMENDMENT  
NEW ENERGY COMMUNITIES INITIATIVE  
CITY OF RIFLE**

THE PARTIES to this **2011 Intergovernmental Agreement Extension and Amendment, New Energy Communities Initiative** (“**2011 IGA**”) are the **BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, STATE OF COLORADO**, a statutory county (“**BOCC**”) and the **CITY OF RIFLE**, a Colorado home rule municipality, (“**CITY**”).

**RECITALS**

1. The BOCC and the CITY, in collaboration with the City of Glenwood Springs, Town of Silt, Town of New Castle, Town of Parachute, Town of Carbondale, Garfield County Public Library District and the Roaring Fork Transportation Authority (“Partnering Governments”) entered into that certain Intergovernmental Agreement New Energy Communities Initiative effective February 2, 2009 (“2009 IGA”), extended by the 2010 Intergovernmental Agreement Extension and Amendment effective January 1, 2010 (“2010 IGA”).

2. The 2009 IGA was based upon a Department of Local Affairs (“DOLA”) grant agreement between DOLA and the BOCC, committing the BOCC to the performance of tasks within six “Program Areas” (“DOLA Contract”) and certain agreements with the Governor’s Energy Office (“GEO”).

3. The 2010 IGA included additional funds received by the BOCC under terms of an Assistance Agreement with the United States Department of Energy (“USDOE”) for an American Recovery and Reinvestment Act (“ARRA”), entitled Energy Efficiency and Conservation Block Grant (“USDOE-EECBG-A”). The USDOE-EECBG-A grant monies were applicable to multiple DOLA Program Areas, providing funding for a county-wide residential and commercial audit/retrofit start-up program; a system for tracking energy savings; education, outreach and marketing; and program design, management and reporting.

4. In 2011, the BOCC became a subrecipient under a USDOE-ARRA competitive Energy Efficiency and Conservation Block Grant (“USDOE-ARRA-EECBG-C”) by means of a Subrecipient Agreement between the BOCC and Boulder County, recorded as Reception No. 796331 (“Subrecipient Agreement”), providing “Better Buildings” funds to “ramp up” the EECBG-A grant programs.

5. The Subrecipient Agreement is anticipated to be amended to include additional training monies and access to funding, “pooled” with Boulder County and other Front Range entities, for the purpose of leveraging property owner financing options.

6. The DOLA Contract has been extended through June 30, 2011, by “Option Letter #1,” ratified by the BOCC on May 10, 2010; the USDOE-EECBG-A funds are available through

June 3, 2012; and the USDOE-EECBG-C funds are available under the Subrecipient Agreement, and as it may be amended, until May 10, 2013.

7. The BOCC and the CITY wish to extend their 2010 IGA and memorialize amendments in funding, allocation of responsibilities, and project administration with a focus on the sustainability aspects of the New Energy Communities Initiative (“NECI” or “NECI Program”) as required by DOLA Program Area No. 6 in the DOLA Contract, as detailed herein.

**NOW, THEREFORE,** in mutual consideration of the covenants set forth below, the BOCC and the CITY (“Parties”) agree as follows:

1) Recitals. The Parties adopt the foregoing recitals and incorporate such recitals by reference.

2) 2011 Projects. Paragraph 2) of the 2009 IGA and the 2010 IGA, “Projects,” is amended by the addition of two new paragraphs that shall read as follows:

Beginning September 20, 2010, for a term ending May 10, 2013, the DOLA Program Areas, identified in Exhibit A to the 2009 IGA as “Residential Programs and Services,” “Commercial Programs and Services,” and “Sustainability Team and Clean Energy Financing,” are supplemented by “no less than \$545,000” (reimbursable), by means of the Subrecipient Agreement with Boulder County as the prime recipient of the USDOE-EECBG-C grant. The Subrecipient Agreement provides for activities identified as:

The Award shall be used in furtherance of and in support of Garfield County’s Clean Energy Challenge program (the “Program”). The Program shall build off of the business and household energy efficiency program that Garfield County recently launched using the initial entitled community USDOE-EECBG-A grant funds.

The Program shall use energy coaches to walk businesses and households through:

- Establishing energy tracking and energy management systems
- Analyzing Energy audits
- Connecting homeowners and business owners with energy contractors
- Providing assistance with utility rebates and any other financing incentives.

The Program shall seek to reach entire neighborhoods and business districts, and shall implement county-wide challenge between communities and chambers of commerce to spur participation rates.

This “Retrofit Ramp Up” a/k/a “Better Buildings Program,” as described in the Subrecipient Agreement, will allow for further development of county-wide residential and small business energy efficiency programs. Funding use will be determined through planning with GEO, utilities serving the region, and with citizen input from potential users and affected businesses and vendors, as coordinated through the NECI Advisory Board, identified in Paragraph 4)k) of the 2009 IGA.

An amendment to the Subrecipient Agreement is anticipated. Such amendment will provide funds to be held by the BOCC (reimbursable) for training, and will also allow access to pooled funds by or on behalf of individual property owners as loan loss and debt services reserves or other credit enhancements. The pooled funds are to be used to increase access to capital for owners of commercial and residential buildings for energy-related retrofits and will not be held by the BOCC. Access to pooled funds will be managed as outlined in the expected amendment to the Subrecipient Agreement.

3) 2011 Project Funding and Costs. Paragraph 3) of the 2009 IGA and 2010 IGA, “Project Cost,” is amended to change the title to “Project Funding and Costs” and by the addition of a new paragraph that shall read as follows:

Total revenue for the NECI Project for 2011 forward shall include:

- a) Approximately \$193,031.00 (reimbursable) of the original \$2.111 million total remaining in the DOLA Grant revenues, as follows:
  - i) Program Area No. 1, “Residential Programs and Services”:  
-0-  
*See b), c) and d), below, for continuity funding.*
  - ii) Program Area No. 2, “Commercial Programs and Services”:  
-0-  
*See b), c) and d), below, for continuity funding.*
  - iii) Program Area No. 3, “Greening Government”:  
\$141,360 county-wide, including a \$36,000 set-aside of funds not used by the City of Rifle

- iv) Program Area No. 4, “Energy Efficient Transportation and Community Design”:  
–0–  
*See f), below, for continuity funding.*
- v) Program Area No. 5, “Renewable Energy”:  
\$26,581 for county-wide use
- vi) Program Area No. 6, “Sustainability Team and Clean Energy Financing”:  
\$25,090 for support of staffing and consulting services for management functions to the NECI Advisory Board and overall NECI Program and assistance in implementation and oversight of each Program Area, including project and program design, budget, time schedule and expense documentation and reporting; publishing annual report; building organizational structure and exploring financial options for a long-term clean energy organization. *See e), f), and g), below, for continuity funding.*

b) Approximately \$141,251 (reimbursable) of the original \$227,500 USDOE-EECBG-A grant: \$139,003 of the original \$190,000 for audit/retrofit start up incentives and rebates will be paid to individual property owners. \$2,248 of the original \$37,500 will be used for program design, outreach, marketing/education, advertising, tracking energy savings, and management/reporting.

c) Not less than \$545,000 (reimbursable) in USDOE-EECBG-C grant money, as described above in paragraph 2 of this 2011 IGA.

d) An expected \$9,565.89 (reimbursable) in USDOE-EECBG-C training money under an amendment to the Subrecipient Agreement.

e) Expected access to \$600,000 in pooled funds under USDOE-EECBG-C funds under an amendment to the Subrecipient Agreement.

f) An amount not to exceed \$150,000 in Garfield County General Fund money to be used and offset as detailed below in Paragraph 4)m) and n) of this 2011 IGA for the 2011 Energy Independence Transportation Program and administration of the NECI Project.

g) Money contributed by certain Partnering Governments, including the CITY to be used as detailed in Paragraph 5) of this 2011 IGA, below, for administration of the NECI Project. It is understood by the Parties that certain Partnering Governments are making contributions toward the overall 2011 NECI

Project effort, not included in this 2011 IGA by either description or cost or revenue. Partnering Governments, including the CITY if applicable, agree to provide information on those contributions to the BOCC for DOLA grant reporting purposes, as agreed to in Paragraph 5)e) of the 2009 IGA. The BOCC is not acting as the fiscal agent for funds used for individual Partnering Governments' 2011 projects, as the BOCC did for "matching funds" under the DOLA Grant. The BOCC, however, continues to have reporting responsibilities to DOLA under the DOLA Grant.

4) 2011 BOCC Responsibilities. Paragraph 4) of the 2009 IGA and 2010 IGA, "BOCC Responsibilities," is amended by the addition of new paragraphs j), k), l) m) and n) and revised at certain subsections so that those subsections shall read as follows, shown with underlined changed or added language:

a) Function as the (i) "Contractor" and fiscal agent for the NECI Project under the DOLA Contract and as it may be amended; (ii) "Grantee" under the USDOE-EECBG-A Assistance Agreement, holding the remaining \$141,251 (reimbursable) of the USDOE-EECBG-A grant funds for the uses identified in Paragraph 2 of the 2010 IGA and Paragraph 3)b) of this 2011 IGA; (iii) "Subgrantee" under the USDOE-EECBG-C Subrecipient Agreement (reimbursable) in the amount of \$545,000 for the uses identified in Paragraph 2, above, of this 2011 IGA; (iv) "Subgrantee" under the USDOE-EECBG-C Subrecipient Agreement (reimbursable) as funds may be increased under an expected amendment to the Subrecipient Agreement; and (v) "Subgrantee" under the USDOE-EECBG-C Subrecipient Agreement being responsible for design and implementation of a program for access to pooled funds under an expected amendment to the Subrecipient Agreement.

...b) Remains the same

c) Receive funds devoted to administration of the NECI Project and hold such funds on behalf of the CITY and the other Partnering Governments in the "NECI Grant Fund," for disbursement for program administration in accordance with the professional services agreements identified in paragraph 2)k) below and generally accepted government accounting principles. The BOCC shall also receive funds devoted to the NECI Project and hold such funds, consistent with Exhibit A to the 2010 IGA, in the "DOE Grant Fund," adding the DOE-EECBG-C funds; the Garfield County General Fund dollars (specified in subparagraph 1), m) and n), below); and the funds from all other Partnering Governments, including THE CITY, as identified in Paragraph 3)g), above, and Paragraph 5, below, of this 2011 IGA. The DOE-EECBG-A and C funds shall be segregated as required for reporting purposes under ARRA. Such monies shall be held in the "Garfield County Grants Fund," a special revenue fund created by Resolution No. 2010-01, approved by the BOCC on December 20, 2010, and/or in separate

line items within the BOCC's "discretionary funds" budget, a Garfield County General Fund expenditure category.

. . . d) - g) Remains the same

h) Draw down DOLA and USDOE funds and receive all other funds provided to the NECI Project, including those funds to be reimbursed to Receive funds devoted to administration of the NECI Project and hold such funds on behalf of the City and the other Partnering Governments in the "NECI Grant Fund," for disbursement for program administration in accordance with the professional services agreements identified in paragraph 2)k) below and generally accepted government accounting principles. The BOCC shall also receive funds devoted to the NECI Project and hold such funds, consistent with Exhibit A to the 2010 IGA, in the "DOE Grant Fund," adding the DOE-EECBG-C funds; the Garfield County General Fund dollars (specified in subparagraph 1), m) and n), below); and the funds from all other Partnering Governments, including the CITY, as identified in Paragraph 3)g), above, and Paragraph 5, below, of this 2011 IGA. The DOE-EECBG-A and C funds shall be segregated as required for reporting purposes under ARRA. Such monies shall be held in the "Garfield County Grants Fund," a special revenue fund created by Resolution No. 2010-01, approved by the BOCC on December 20, 2010, and/or in separate line items within the BOCC's "discretionary funds" budget, a Garfield County General Fund expenditure category including those funds to be reimbursed to the CITY or citizens of the CITY, in accordance with Exhibits C and D of the 2009 IGA, the 2011 Exhibit C, if attached, and Exhibit D of this 2011 IGA.

i) Pay the One Per Cent (1%) Treasurer's Fee, required by state statute, in accordance with BOCC Resolution No. 2009-10 and BOCC approvals: (i) 1% of DOLA funds (\$1,605,000) and 1% of GEO funds (\$106,000) plus, for 2010 and 2011, 1% of GEO funds, if any, incrementally as state funds are received; and (ii) 1% of the CITY and each other Partnering Government's cash-matching and other funds, other than Garfield County General Fund dollars, deposited into the NECI Grant Fund. The 1% Treasurer's Fee related to USDOE-EECBG-A funds (the remainder of \$227,500) and the USDOE-EECBG-C funds (\$545,000, plus funds which may be added by amendment to the Subrecipient Agreement) is statutorily exempt from payment as detailed on Exhibit A of BOCC Resolution No. 2009-10.

j) Request an amendment to the DOLA Grant allowing use of remaining funds for: (i) energy management in public buildings; and (ii) funding for technical support for renewable energy projects and creation of a sustainable local energy efficiency and renewable energy organizational structure. The request for an amendment to DOLA may include permission to move grant funds between Program Area. The BOCC shall report the outcome of negotiations with

DOLA on the requested grant agreement amendment to the NECI Advisory Board.

k) Enter into one or more 2011 professional services contracts or amendment and renewal of earlier contracts, as needed, with the NECI Project Manager identified in Paragraph 4j) of the 2009 IGA.

l) “Front” Garfield County General Fund monies by interfund transfer to the special revenue fund identified in Paragraph 4)c) of this 2011 IGA in order to fund the reimbursable grant agreements identified in Paragraph 3) a- d of this 2011 IGA.

m) Provide not more than \$55,000 in General Fund BOCC discretionary funds for an Energy Independence Transportation Program to reduce dependence on oil, including (i) technical assistance to build demand for natural gas as transportation fuel; (ii) energy efficiency; (iii) technical support to public; private fleet managers county-wide; and (iv) county-wide continuation of Safe Routes to School Program and contest.

n) Provide not more than \$95,000 in General Fund BOCC discretionary funds toward administration of the NECI Project, including staff and administrative costs for NECI Advisory Board meetings and general county-wide partnership support services. It is specifically understood, however, that the \$95,000 shall be reduced by the administrative funds provided by the CITY and other Partnering Governments, as detailed in Paragraph 5j)), below, of this 2011 IGA. Further, the BOCC’s contribution of the not-to-exceed amount, as offset by the contributions of other Partnering Governments, is contingent upon each Partnering Government contributing funds for administration of the NECI Project.

5) 2011 City of Rifle. Paragraph 5) of the 2009 IGA and the 2010 IGA is amended by the addition of one new subparagraph that shall read as follows:

j) Provide \_\_\_\_\_ toward administrative costs of the NECI Project, including administrative and operational costs incurred by the NECI Project Manager identified in Paragraph 4j) of the 2009 IGA and staff and administrative costs incurred for NECI Advisory Board meetings. Such funds will be held by the BOCC in accordance with Paragraph 3, above, of this 2011 IGA.

6) 2011 Joint Responsibilities. Paragraph 6) of the 2009 IGA and the 2010 IGA, “Joint Responsibilities,” is amended by the addition of two new paragraphs that shall read as follows:

The administrative responsibilities of the BOCC and the NECI Project Manager as to the USDOE-EECBG-C grant money available under the

Subrecipient Agreement, as it may be amended, have not been fully defined and established as of the execution of this 2011 IGA. The CITY agrees that the BOCC, as contractor, grantee, and subgrantee of the various funds identified in Paragraph 3 of this 2011 IGA, above, shall be responsible for the 2011 scope of services and/or extension and amendment to the existing contract scope of services for the NECI Project Manager identified in Paragraph 4j) of the 2009 IGA. Dissemination of information to Partnering Governments regarding management of the funds identified in Paragraph 3) of this 2011 IGA, above, and specifically the USDOE-EECBG-C funds, including training funds and access to pooled funds under the expected amendment to the Subrecipient Agreement, will occur through the NECI Advisory Board. Copies of the 2010 written professional services agreement(s) between the BOCC and the NECI Project Manager will be made available to the CITY through the CITY's representative(s) on the NECI Advisory Board.

It is specifically understood that the BOCC and the CITY, as Partnering Governments serving on the NECI Advisory Board, will plan during year 2011 for creation of a separate legal entity with an identified funding stream for the NECI Project. This task is one of the remaining project elements to be performed under the DOLA Grant Program Area No. 6, "Sustainability Team and Clean Energy Financing." The specific project element is defined on Exhibit A, page 12, of the DOLA Grant as: "build organizational structure and explore financing options for a long-term clean energy organization tied to reaching significant clean energy economy goals." This task must be completed by June 30, 2011, in accordance with Option Letter #1 to the DOLA Grant.

7) 2011 Term of Agreement. Paragraph 9) of the 2009 IGA and paragraph 7) of the 2010 IGA, "Term of Agreement," consistent with the expressed intention of the 2009 IGA, is hereby amended to show renewal of the IGA for calendar year 2011 by the addition of a new paragraph that shall read as follows:

This 2011 IGA shall terminate on December 31, 2011, unless renewed by written agreement prior to that date.

8) 2011 Appropriation. Paragraph 10) of the 2009 IGA and paragraph 8) the 2010 IGA, "Appropriation," is hereby amended so that it shall read:

This IGA is expressly contingent upon appropriation and budgeting for costs required to perform any obligation of either of the Parties to this IGA, appropriation and budgeting by the State of Colorado for the DOLA Contract and appropriation by the USDOE for the USDOE-EECBG-A and USDOE-EECBG-C grants and by Boulder County for the EECBG-C grant. Should either Party, the State funding agencies, Boulder County, or the

federal funding agencies fail to appropriate or have available sufficient funds to pay for the cost of obligations, set forth herein, the 2009 IGA, ~~and~~ the 2010 IGA, ~~and~~ the 2011 IGA, as affected by such lack of appropriation and budgeting, shall be considered of no force and effect and shall terminate as to the aspects of the NECI Project covered by such funding.

9) Full Force and Effect. Other than as amended herein, the 2009 IGA, as amended by the 2010 IGA, shall remain in full force and effect.

**THE PARTIES** have executed this 2011 IGA to be effective January 1, 2011, no matter the date of the signatures affixed below.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS  
OF GARFIELD COUNTY, COLORADO**

\_\_\_\_\_  
Clerk to the Board

By: \_\_\_\_\_  
John Martin, Chairman

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

ATTEST:

**CITY OF RIFLE**

\_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Keith Lambert, Mayor

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



## MEMORANDUM

**To: John Hier, City Manager**  
**From: Mike Braaten, Government Affairs Coordinator**  
**Date: April 28, 2011**  
**Re: Staff recommendation for a City contribution to GCE for 2011**

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At the May 4<sup>th</sup> Council workshop, the City Council will be hearing a presentation from Alice Laird representing Garfield Clean Energy (formerly Garfield New Energy Communities Initiative) discussing the revised intergovernmental agreement between Garfield County and the City of Rifle and the continuation of the energy efficiency programs operated by GCE for 2011.

Regarding the IGA: Page 7, section 5 (j) includes a blank space for the amount of donation to GCE for administrative costs for 2011. For 2011, Garfield County has agreed to “pick up the costs of the program,” but has required that each municipality and other entities involved (ie: Library District, RAFTA) contribute to the program as a show of support. This is an unbudgeted request, but can be accommodated by shifting funding that was provided in the Government Affairs budget for a part-time grants coordinator. No money has been expended from this \$15,000 line item this year.

### **Staff recommendation/Action Item:**

Staff is recommending a contribution of \$4,500 to GCE for its 2011 administrative costs funded from the City's budget line item: 100-4135-400-120.
---

As relayed in my staff report provided to Council for their April 20, 2011 packet, the Board of GCE, of which Mayor Lambert is the City's representative, is currently meeting with the staff of CLEER (contract staff to GCE) to develop an on-going funding mechanism and 2012 work plan. The Board appears to be leaning toward a government authority model (established by an IGA of the participating entities) that will require annual dues from all the entities engaged in the authority. The City Council should expect a financial request from GCE for consideration in the 2012 budget that will likely be a significant increase from past contributions or the recommended contribution noted above. At the April meeting of the Board of GCE, a number of very preliminary “authority” budgets suggested the requested contribution from the City of Rifle for 2012 could be as much \$32,000. GCE staff stated they need approximately \$320,000 for 2012 to carry-on programs and services beyond those that are covered by grants.

# CITY OF RIFLE



Energy Performance Contracting  
Final Technical Energy Audit Findings  
May 4, 2011

*“Enhancing our past by shaking hands with our future”*

*Ennovate Corporation .....Energy Ennovation*

# Energy Performance Contracting (EPC) Process

2

• Needs Assessment with the County ✓

• Walk through of Facilities ✓

• Preliminary Technical Energy Audit (TEA) ✓

• Scope Selection Working Session(s) ✓

• Final Technical Energy Audit (TEA) ✓

• Energy Performance Contract (EPC) [In process](#)

• Implementation

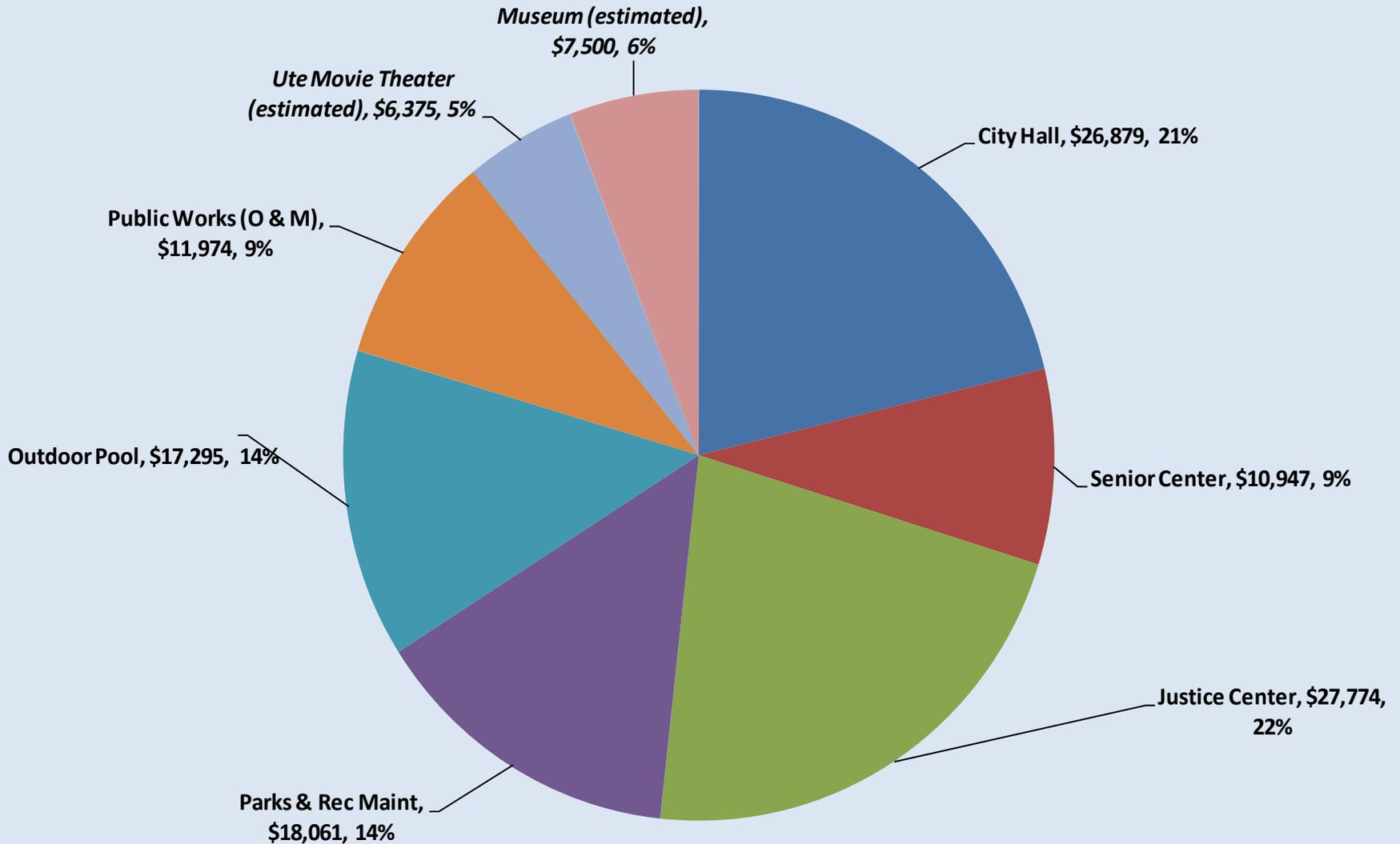
• Verification

• Monitor

1. May 2010 – Initial scope working session. Four projects presented. EPC deferred until staffing and budget process were resolved.
2. June 2010 – Ennovate sends modified scope groupings for budget meeting. Three groupings include (see handout):
  1. Shorter paybacks (~\$280k)
  2. Key needs (~\$614k)
  3. Longer term projects (~\$1.1m)
3. July 2010 - G-NECI applies for \$1M DOLA grant. Rifle project includes Shorter Payback projects (from #2.1 above) plus boilers, economizer, and CO2 based ventilation control (~370k).
4. September 2010 - DOLA grant denied.
5. October 2010 – Approved scope to move into Final TEA stage
6. March 2011 – Report delivered to the City and GEO for review.
7. May 2011 – Meeting to discuss moving forward with scope into EPC.

# TECHNICAL ENERGY AUDIT REPORT OVERVIEW

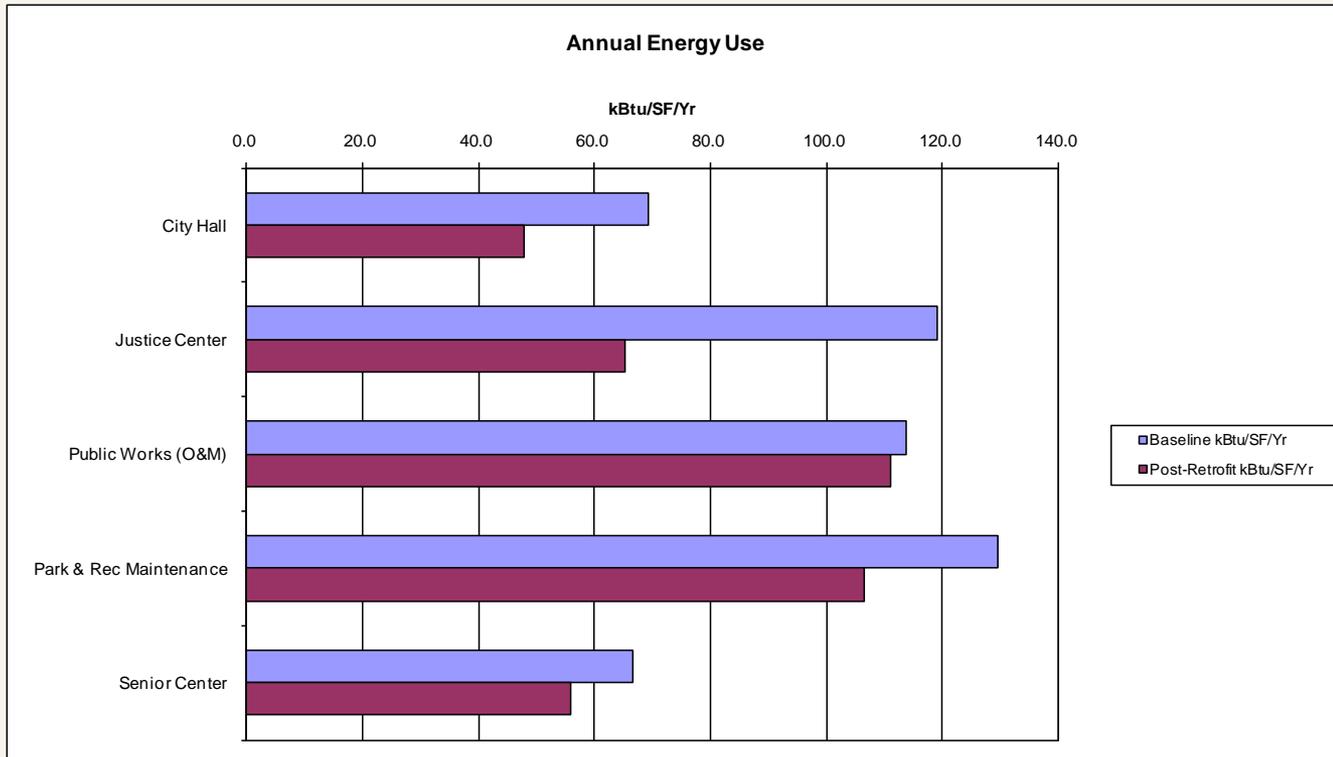
# Current Utility Spend ~ \$126,805/year (2009)



**CITY OF RIFLE ANNUAL UTILITY COSTS - BASED ON 2009**

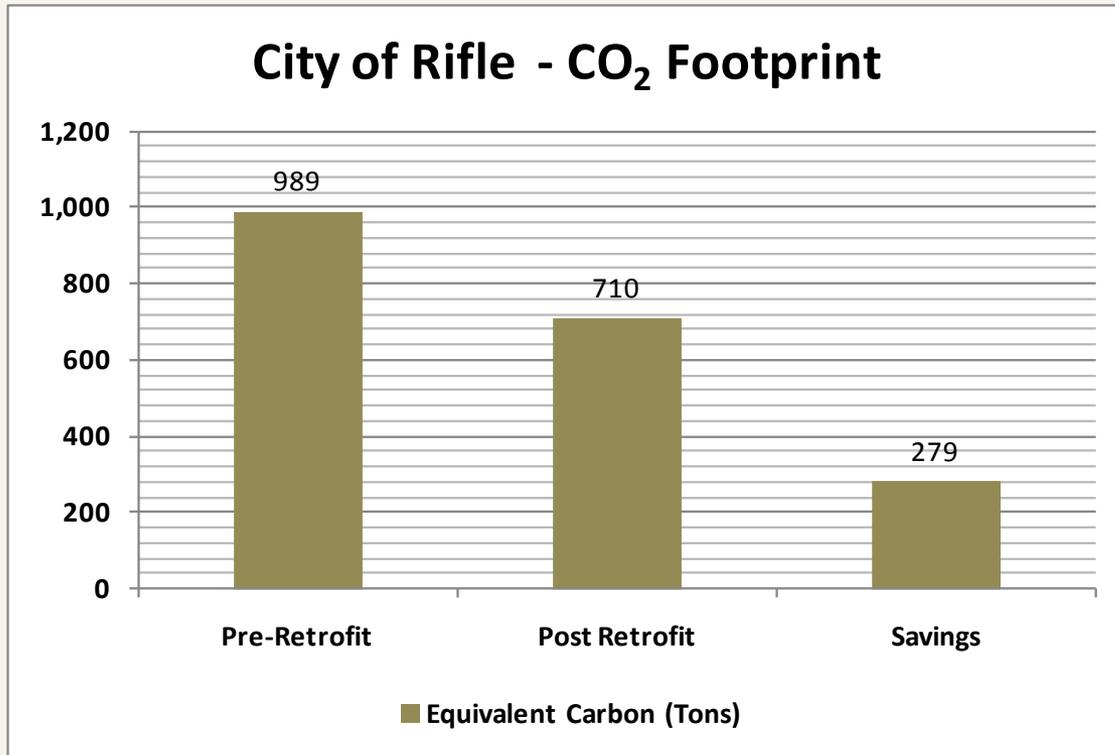
# Energy Usage Intensity – Pre and Post Retrofit

Facility	Bldg SF	Pre-Retrofit		Energy Cost Savings		Post-Retrofit		% Energy Cost Savings	% Reduction in kBtu/SF/Yr
		Total Energy Cost	Baseline kBtu/SF/Yr	Total Energy Cost	Post-Retrofit Savings	Total Energy Cost	Savings kBtu/SF/Yr		
City Hall	27,000	\$ 26,879	69.3	\$ 8,580	\$ 18,299	21.4	47.9	32%	31%
Justice Center	18,000	\$ 27,774	119.2	\$ 9,044	\$ 18,730	53.8	65.4	33%	45%
Public Works (O&M)	8,260	\$ 11,974	113.7	\$ 888	\$ 11,085	2.6	111.0	7%	2%
Park & Rec Maintenance	11,717	\$ 18,061	129.5	\$ 2,260	\$ 15,801	23.2	106.4	13%	18%
Senior Center	9,400	\$ 10,947	66.7	\$ 2,199	\$ 8,748	10.8	55.9	20%	16%
<b>Overall Project</b>	<b>74,377</b>	<b>\$ 95,634</b>		<b>\$ 22,971</b>	<b>\$ 72,663</b>			<b>24%</b>	



# Carbon Footprint

	Electric kWh	Natural Gas Therms	Equivalent Carbon (Tons)	No. Cars Annually	No. 25 Yr Old Pines
Pre-Retrofit	719,008	46,140	989	178	5,934
Post Retrofit	511,953	33,809	710	128	4,258
<b>Savings</b>	<b>207,055</b>	<b>12,331</b>	<b>279</b>	<b>50</b>	<b>1,675</b>



# FACILITIES



# City Hall

8

ECM / FIM Description	City Hall
<b>Lighting</b>	
Lighting Upgrade	A
Lighting Occupancy Sensors	A
<b>Condensing Hot Water Boilers (&amp; DHW)</b>	A
<b>Destratification Fans</b>	A
<b>Window Solar Film Tinting</b>	A
<b>Control System</b>	
Programmable Thermostats	
DDC System Upgrade	A
Retro Commissioning	A
<b>Solar</b>	
Solar Photovoltaic Awnings	
<b>Vending Misers</b>	A



## Key Benefits:

- Improved lighting
  - Upgrade lighting fixtures, Lighting occupancy controls
- Efficiency improvements
  - Condensing boiler, Destratification fans
- Control System and Comfort improvements
  - DDC upgrades, CO<sub>2</sub> Ventilation Control
  - Retro-commissioning, Window solar film tinting

# Senior Center

ECM / FIM Description	Sr Ctr
<b>Lighting</b>	
Lighting Upgrade	A
Lighting Occupancy Sensors	A
<b>Condensing Hot Water Boilers (&amp; DHW)</b>	A
<b>Destratification Fans</b>	A
<b>Window Solar Film Tinting</b>	
<b>Control System</b>	
Programmable Thermostats	A
DDC System Upgrade	
Retro Commissioning	
<b>Solar</b>	
Solar Photovoltaic Awnings	
<b>Vending Misers</b>	A



## Key Benefits:

- Improved lighting
  - Upgrade lighting fixtures and Lighting controls
- Efficiency and Comfort improvements
  - Condensing boiler for heating and domestic hot water
  - Destratification fans
  - Improved Temperature Controls

# Justice Center

10

ECM / FIM Description	Just Ctr
<b>Lighting</b>	
Lighting Upgrade	A
Lighting Occupancy Sensors	A
<b>Condensing Hot Water Boilers (&amp; DHW)</b>	
<b>Destratification Fans</b>	A
<b>Window Solar Film Tinting</b>	
<b>Control System</b>	
Programmable Thermostats	
DDC System Upgrade	A
Retro Commissioning	A
<b>Solar</b>	
Solar Photovoltaic Awnings	
<b>Vending Misers</b>	



## Key Benefits:

- Improved lighting
  - Upgrade some lighting fixtures
  - Lighting occupancy controls upgrade
- Control System and Comfort improvements
  - DDC upgrades
  - CO<sub>2</sub> Ventilation Control
  - Retro-commissioning,

# Parks and Rec Maint. Facility

11

ECM / FIM Description	ParksMain
<b>Lighting</b>	
Lighting Upgrade	
Lighting Occupancy Sensors	A
<b>Condensing Hot Water Boilers (&amp; DHW)</b>	
<b>Destratification Fans</b>	A
<b>Window Solar Film Tinting</b>	
<b>Control System</b>	
Programmable Thermostats	
DDC System Upgrade	A
Retro Commissioning	A
<b>Solar</b>	
Solar Photovoltaic Awnings	
<b>Vending Misers</b>	



## Key Benefits:

- Improved lighting
  - Additional lighting occupancy controls
- Efficiency improvements
  - Destratification fans
- Control System and Comfort improvements
  - DDC upgrades
  - CO<sub>2</sub> Ventilation Control
  - Retro-commissioning

# Operations and Maint. Facility

12

ECM / FIM Description	O & M
<b>Lighting</b>	
Lighting Upgrade	A
Lighting Occupancy Sensors	A
<b>Condensing Hot Water Boilers (&amp; DHW)</b>	
<b>Destratification Fans</b>	
<b>Window Solar Film Tinting</b>	
<b>Control System</b>	
Programmable Thermostats	
DDC System Upgrade	
Retro Commissioning	
<b>Solar</b>	
Solar Photovoltaic Awnings	
<b>Vending Misers</b>	



## Key Benefits:

- Improved lighting
  - Upgrade lighting fixtures
  - Lighting occupancy controls

# ENERGY PERFORMANCE CONTRACT

# Financial Analysis of Measures Identified For Final TEA Effort

14

ECM #	Description	Locations	Estimated Implementation Cost	Annual Energy Savings Estimate	Annual O&M Savings Estimate	Total Annual Savings Estimate	Simple Payback (Yrs)	Return on Investment	Aggregate Project Payback	Aggregate Project Return on Investment
1	Vending Mizers	Sr Ctr, Pool	\$ 2,460	\$ 452	\$ -	\$ 452	5.4	18%	5.4	18%
2	Lighting Upgrade	City Hall, Sr Ctr, O&M	\$ 65,642	\$ 5,527	\$ 2,000	\$ 7,527	8.7	11%	8.5	12%
3	Retrocommissioning and TAB	City Hall, Just Ctr, ParkMain, O&M	\$ 74,417	\$ 6,844	\$ -	\$ 6,844	10.9	9%	9.6	10%
4	Destratification Fans	City Hall, Sr Ctr, Just Ctr, Parks	\$ 34,249	\$ 2,019	\$ -	\$ 2,019	17.0	6%	10.5	10%
5	Lighting Occupancy Sensors	City Hall, Sr Ctr, Just Ctr	\$ 21,333	\$ 1,048	\$ -	\$ 1,048	20.4	5%	11.1	9%
6	CO2 Based Ventilation Control	City Hall, Just Ctr, ParkMain, O&M	\$ 16,965	\$ 589	\$ -	\$ 589	28.8	3%	11.6	9%
7	Economizer	City Hall	\$ 23,751	\$ 805	\$ -	\$ 805	29.5	3%	12.4	8%
8	Condensing Hot Water Boilers	City Hall, Sr Ctr	\$ 127,969	\$ 1,593	\$ 2,000	\$ 3,593	35.6	3%	16.0	6%
	<b>Total</b>		<b>\$ 366,786</b>	<b>\$ 18,877</b>	<b>\$ 4,000</b>	<b>\$ 22,877</b>	<b>16.0</b>	<b>6%</b>	<b>16.0</b>	<b>6%</b>

# Total Project Scope

ECM / FIM Description	City Hall	Sr Ctr	Just Ctr	ParksMain	O & M	Pre Rebate Price	ECM Specific Rebate	Post ECM Specific Rebate Price	Utility Savings	Operational Savings	Annualized Capital Cost Avoidance	Total Savings	Utility & Operational Payback (Yrs)
<b>Lighting</b>						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Lighting Upgrade	A	A	A		A	\$ 58,915	\$ (8,313)	\$ 50,602	\$ 7,389	\$ 985	\$ -	\$ 8,374	7
Lighting Occupancy Sensors	A	A	A	A	A	\$ 30,930	\$ -	\$ 30,930	\$ 1,770	\$ 502	\$ -	\$ 2,272	14
Condensing Hot Water Boilers (& DHW)	A	A				\$ 116,515	\$ -	\$ 116,515	\$ 823	\$ 2,800	\$ 11,911	\$ 15,534	32
Destratification Fans	A	A	A	A		\$ 13,607	\$ -	\$ 13,607	\$ 474	\$ -	\$ -	\$ 474	29
Window Solar Film Tinting	A					\$ 12,756	\$ -	\$ 12,756	\$ 433	\$ -	\$ -	\$ 433	29
<b>Control System</b>						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Programmable Thermostats		A				\$ 2,211	\$ -	\$ 2,211	\$ -	\$ -	\$ -	\$ -	-
DDC System Upgrade	A		A	A		\$ 99,755	\$ -	\$ 99,755	\$ 5,954	\$ 1,425	\$ -	\$ 7,379	14
Retro Commissioning	A		A	A		\$ 44,648	\$ -	\$ 44,648	\$ 5,954	\$ -	\$ -	\$ 5,954	7
<b>Solar</b>						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Solar Photovoltaic Awnings						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Vending Misers	A	A				\$ 1,514	\$ -	\$ 1,514	\$ 174	\$ -	\$ -	\$ 174	9
<b>SubTotals</b>						\$ 380,851	\$ (8,313)	\$ 372,538	\$ 22,971	\$ 5,713	\$ 11,911	\$ 40,594	13
Grants and Rebates						\$ (53,292)							
<b>Totals</b>						\$ 327,559	\$ (8,313)	\$ 319,246	\$ 22,971	\$ 5,713	\$ 11,911	\$ 40,594	11

# Cash Flow

16

## Estimated Annual Cash Flow

Performance Year	0	1	2	3	4	5	6	7	8	9	10
<b>Payment Summary</b>											
Retrofit Payment	\$0	(\$41,147)	(\$41,147)	(\$41,147)	(\$41,147)	(\$41,147)	(\$41,147)	(\$41,147)	(\$41,147)	(\$41,147)	(\$41,147)
Ongoing Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Payments:</b>	<b>\$0</b>	<b>(\$41,147)</b>									
<b>Savings Summary</b>											
Utility Savings	\$11,485	\$22,971	\$23,889	\$24,845	\$25,839	\$26,872	\$27,947	\$29,065	\$30,228	\$31,437	\$32,694
Operational Savings	\$2,856	\$5,713	\$5,884	\$6,060	\$6,242	\$6,430	\$6,622	\$6,821	\$7,026	\$7,237	\$7,454
Avoided Capital Savings	\$0	\$11,911	\$11,911	\$11,911	\$11,911	\$11,911	\$11,911	\$11,911	\$11,911	\$11,911	\$11,911
<b>Total Savings:</b>	<b>\$14,342</b>	<b>\$40,594</b>	<b>\$41,685</b>	<b>\$42,817</b>	<b>\$43,992</b>	<b>\$45,213</b>	<b>\$46,481</b>	<b>\$47,797</b>	<b>\$49,165</b>	<b>\$50,585</b>	<b>\$52,059</b>
<b>Guaranteed Utility Savings</b>	<b>\$0</b>	<b>\$20,673</b>	<b>\$21,500</b>	<b>\$22,360</b>	<b>\$23,255</b>	<b>\$24,185</b>	<b>\$25,152</b>	<b>\$26,159</b>	<b>\$27,205</b>	<b>\$28,293</b>	<b>\$29,425</b>
<b>Rebates</b>											
ECM Specific Rebates	\$0	\$3,868	\$3,868	\$3,868	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Rebates:</b>	<b>\$0</b>	<b>\$3,868</b>	<b>\$3,868</b>	<b>\$3,868</b>	<b>\$0</b>						
<b>Grants</b>											
Grants and Rebates	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Grants</b>	<b>\$50,000</b>	<b>\$0</b>									
<b>Capital Contribution</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Cash Flow</b>	<b>\$64,342</b>	<b>\$3,316</b>	<b>\$2,017</b>	<b>\$3,054</b>	<b>\$262</b>	<b>\$1,379</b>	<b>\$2,540</b>	<b>\$3,744</b>	<b>\$4,995</b>	<b>\$6,294</b>	<b>\$7,643</b>
<b>Annual Cash Flow:</b>	<b>\$64,342</b>	<b>\$3,316</b>	<b>\$2,017</b>	<b>\$3,054</b>	<b>\$262</b>	<b>\$1,379</b>	<b>\$2,540</b>	<b>\$3,744</b>	<b>\$4,995</b>	<b>\$6,294</b>	<b>\$7,643</b>
<b>Accumulative Cash Flow:</b>	<b>\$64,342</b>	<b>\$67,658</b>	<b>\$69,675</b>	<b>\$72,729</b>	<b>\$72,991</b>	<b>\$74,370</b>	<b>\$76,910</b>	<b>\$80,654</b>	<b>\$85,649</b>	<b>\$91,944</b>	<b>\$99,587</b>

Based on: 4.5% APR, 4% Energy Escalation and 3% Inflation

# Next Steps...

17

- Provide direction to proceed with an Energy Performance Contract
  - ▣ Consider authorizing staff to sign EPC, once scope is inserted in template and GEO completes their review
- Finalize decision to use Capital Reserves or Finance

**RIFLE CITY COUNCIL MEETING**

Wednesday, April 6, 2011

REGULAR MEETING

7:05 p.m. \* Council Chambers

The regular meeting of the Rifle City Council was called to order at 7:05 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; Kristy Christensen, Deputy City Clerk; Matt Sturgeon, Assistant City Manager / Director of Planning; Jim Neu, City Attorney; Charlie Stevens, Utility Director; Dick Deussen, Engineer; Jim Bell, Cable 10; Michael Churchill, Cable 10; Aleks Briedis, Recreation Director; Jim Duke; Jeff Simonson; Dale Potvin; Sally Potvin; Herman Aardsma, Don Van Devander, Aron Diaz and Waste Management staff

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

- A. Minutes from the March 16, 2011 Regular Meeting
- B. Retain Angela Roff, Attorney at Law, PC as City Prosecutor
- C. February Sales Tax Report
- D. Accounts Payable

Councilor A. Lambert moved to approve the consent agenda items A, B, C, and D; seconded by Councilor Rice.

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

**CITIZEN COMMENTS AND LIVE CALL-IN**

There were no citizen comments or live call-ins.

***PUBLIC HEARING – CONSIDER APPLICATION OF CACALOCO COMPOSTING, INC. FOR A CERTIFICATE OF DESIGNATION FOR A CLASS I COMPOSTING FACILITY***

Mayor Lambert opened the public hearing and swore in Mr. Duke, representing Cacaloco. Assistant City Manager / Director of Planning Matt Sturgeon explained Colorado Revised Statutes (§30-20-103) requires City Council to conduct a public hearing regarding the Certificate of Designation (CD) application submitted by Jim and Kathy Duke (dba CacaLoco Composting). The State created this requirement to ensure a proposed solid waste disposal site—including a composting facility—complies with local comprehensive plans and land use regulations. The State requires Council to accept oral or written testimony from government entities and residents residing within a 3-mile radius of the proposed facility. The Rifle Planning and Zoning Commission held a similar Public Hearing last summer and granted Conditional Use Permit 2010-01. This permit found the proposed use was consistent with the Rifle Comprehensive Plan and local land use regulations.

This Certificate of Designation applies to the following described real property situated in the County of Garfield and State of Colorado, to-wit: 2615 W Centennial Pkwy (aka Energy Innovation Center).

Councilor Sanborn moved to approve the CacaLoco Compost, Inc. certificate of designation no. 1-11; seconded by Councilor Miller.

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

***CONSIDER AWARDING 2011 CONTRACT FOR LEGAL SERVICES FOR RRWWRF HEAVY METALS EFFLUENT DISCHARGE VIOLATIONS***

Utility Director Charlie Stevens explained the City of Rifle has been out of compliance with its discharge permit for Heavy Metals since December 2009. The City of Rifle would like to try to resolve the Heavy Metals violations by using an Environmental Attorney from the Colorado Springs, CO area who can bring focus to the issues with the City of Rifle discharge permit requirements and the Water Quality Control Commission adoption of the discharge limits on the Threatened and Endangered Species (T &E) reach of the Middle Colorado River concerning the Heavy Metals. Tad S. Foster has many years of experience working with Environmental Regulations in the State of Colorado and California. In the prepared Engagement Letter Tad has given a brief outline of the steps he sees as necessary first steps. SGM Engineering will be retained as well to continue the on-going sampling program and institute any changes in the plan that Tad feels is beneficial to the City of Rifle. This may include more monitoring of various sources including but not limited to fish flesh analysis to determine background levels of Mercury (Hg) in the fish flesh from the Middle Colorado River.

Mr. Stevens also made a recommendation to develop a new Ordinance for to establish a requirement for dentist offices to add amalgam separators and polishers for each dentist chair within a dentist office. The Utility Director and City Attorney recommend the award of the 2011 contract for Legal Services for Rifle Regional Wastewater Reclamation Facility (RRWWRF) Heavy Metals Effluent Discharge Violations to Tad S. Foster in an amount not to exceed \$20,000.

Councilor Miller moved to approve the 2011 contract for Legal Services for Rifle Regional Wastewater Reclamation Facility (RRWWRF) Heavy Metals Effluent Discharge Violations to Tad S. Foster in an amount not to exceed \$20,000; seconded by Councilor A. Lambert.

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

***CONSIDER SELECTING CONTRACTOR FOR ENERGY PROCESS AUDIT***

Utility Director Charlie Stevens stated a request for proposals (RFP) was issued and proposals were received from four consultants who were evaluated and ranked by City Staff. Staff requested permission to enter into negotiations with the highest ranked consultant, the Active Energies, Inc. and Tetra Tech team. Funds are available from Xcel Energy to help with funding this audit. Xcel Energy will provide a study rebate for studies to help customers identify and implement energy-saving opportunities. This work will be of benefit to the citizens of Rifle by providing systems that are increasingly efficient, provide long-term planning by identifying opportunities for continuing to use forward thinking methods while providing cost-effective community benefits. The Utility Director and City Engineer recommend the award of the 2011 contract and to negotiate with the Active Energies, Inc. and Tetra Tech team in an amount not to exceed \$27,915.

Councilor A. Lambert moved to approve the award of the 2011 contract and to negotiate with the Active Energies, Inc. and Tetra Tech team in an amount not to exceed \$27,915; seconded by Councilor Miller.

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

***CONSIDER AWARDING CONTRACT FOR SANITARY SEWER CLEANING AND TELEVISIONING***

Mr. Stevens indicated the sewer cleaning and televising will be of benefit to the citizens of Rifle by providing systems that are proactively maintained, provide long-term planning by identifying pipelines that require further maintenance or replacement, and locate manholes that are not presently visible from the ground surface. Work includes cleaning and televising of approximately 96,670 feet of sanitary sewer in streets, alleys and easements in 6 of the 15 sewer drainage basins within the City. Digital photographic records to locate each service lateral and show defects in the main lines will be provided to the City. The Utility Director and City Engineer recommend the award of the 2011 contract to Quality Pipe Services in an amount not to exceed \$100,567.60.

Councilor A. Lambert moved to approve the 2011 contract to Quality Pipe Services in an amount not to exceed \$100,567.60; seconded by Councilor Thompson.

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

***CONSIDER AWARDING CONTRACT FOR CONSTRUCTION SERVICES FOR RIFLE POND BYPASS AND MISCELLANEOUS IMPROVEMENTS***

Mr. Stevens explained this project will benefit the citizens of Rifle by minimizing taste and odor problems due to algae in Rifle Pond. Raw water from the Colorado River generally contains less of the algae byproducts that produce the taste and odor compounds. This project consists of the installation of a 24" High Density Polyethylene (HDPE) pipeline across Rifle Pond (held down with concrete anchor blocks) with connections to the intake structures on the Colorado River and to the raw water pump station. This will allow raw water to be taken from Rifle Pond or from the Colorado River, depending upon raw water quality. The apparent low bidder is Gould Construction Inc. Their bid included all required documentation. The total price for the project will be \$317,140.

Councilor Winkler moved to approve the award of construction services for Rifle Pond Bypass to Gould Construction, Inc. in an amount not to exceed \$317,140; seconded by Councilor Rice.

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

Mayor and Council thanked Charlie Stevens for his years of service to the City of Rifle.

***CONSIDER AUTHORIZING STAFF TO NEGOTIATE WITH RESPECT TO PROPOSALS FOR SOLID WASTE COLLECTION SERVICES (JOHN HIER)***

City Manager John Hier reported that the City recently developed an RFP and advertised for proposals for collection of solid waste. This was undertaken in an effort to determine if it may in fact be advantageous to privatize the solid waste collection program currently being operated by the City. Interested contractors were directed to submit proposals that would mirror the programs presently being offered by the City. This included services for a variety of container sizes, extra containers, special pickups, etc. Contractors were requested to submit prices to purchase the City's current inventory of containers as well as the two waste hauling vehicles.

Based upon its review of these proposals, staff believes that the two most viable options include the proposals submitted by Waste Management and MRI. Staff recommends that Council authorize staff to initiate negotiations with MRI. If staff cannot successfully negotiate a contract with MRI, staff would initiate negotiations with Waste Management.

Mayor and Council inquired about how each company would perform recycling, their recycling education program, and special pickups.

Councilor Miller moved to follow staff's recommendation to enter into negotiations with MRI for solid waste collection services; the motions dies. This motion was not seconded.

Councilor Thompson moved to enter into negotiations with Waste Management; seconded by Councilor Sanborn. Roll Call: Yes – Rice, Sanborn, Thompson. Roll Call: NO – A. Lambert, Miller, Winkler, K. Lambert. Motion failed

Council took a five minute recess

***CONSIDER APPROVING MEMORANDUM OF UNDERSTANDING WITH RIFLE REGIONAL ECONOMIC DEVELOPMENT CORPORATION FOR RIFLE FITNESS CENTER***

Michael Langhorne, President, Rifle Regional Economic Development Corporation (RREDC), reported the City and the RREDC have worked cooperatively for several years regarding the planning and construction of a health and wellness center in the City of Rifle. The opportunity to operate the Rifle Fitness Center will provide the City much-needed information on the feasibility of a health and wellness center in Rifle without committing to the construction and operation of a large facility. The RREDC and the City desire to enter into a Memorandum of Understanding (MOU) to set forth responsibilities of each party regarding the opening and operation of a fitness center in the City of Rifle. The RREDC will lease the Property containing approximately 11,500 square feet on Airport Road and construct the necessary tenant improvements. The RREDC will be responsible for all terms and conditions in the Lease, which has a term of three years, with the third year subject to RREDC budget approval. All revenues received from the Fitness Center will go to the City to cover its operation costs. In the event there is a "profit," that amount will go to the RREDC to assist with its payment of the lease amounts. The City will fund the Fitness Center through the Recreation Department and it has sole discretion how much it wants to budget towards this endeavor. The City can terminate operation of the Fitness Center at any time with 30 days notice to the RREDC.

Councilor A. Lambert moved to approve the MOU between the City and the RREDC; seconded by Councilor Rice.

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

***RECEIVE BEAVER CREEK WATERSHED ASSESSMENT***

Scott Fifer with Resource Engineering presented a Beaver Creek Watershed Assessment preliminary report. Beaver Creek provides the City with high quality water supply. Activities in the Beaver Creek Watershed are controlled to a degree through watershed ordinance permit process. Permits are required for activities within 5 miles of the intake. Activities within the watershed have increased. The City requested Resource Engineering to complete a Cumulative Impact Assessment to determine if the quality and health has diminished over time and if so what can be done to correct the issues. An increase of traffic on water shed roads has been observed. The study covers 12 square miles. The cumulative impact assessment was modeled after procedure developed by the USFS to manage watersheds based upon a concept called stream health. The study consisted of three procedures reviewed existing data, quantification of disturbed areas, and detailed stream surveys.

Their findings indicate that the stream health of downstream reaches of Beaver Creek and its major tributaries is degraded. The most evident impact is fine sediment deposition within the stream channel. The reason for the stream health degradation is due to increase in connected disturbed area, inadequate design/maintenance of best management, and loss or lack of gravel protection on Beaver Creek Road and spur roads.

These are the recommendations they are considering at this time: creating BMPs inspection forms, implement inspection protocol, and disconnecting disturbed areas. More work needs to be completed before the final recommendations. This is a preliminary report and a complete report will be presented to Council at a later date.

***CONSIDER APPOINTING ALTERNATE MEMBER OF PLANNING AND ZONING COMMISSION***

Mr. Sturgeon explained Anthony Rossilli submitted a request to be considered for appointment to the Rifle Planning and Zoning Commission. The Mayor and Council may consider appointing Mr. Rossilli to a vacant, alternate seat. The subject seat's term runs through April 1, 2013.

Councilor Miller moved to appoint Anthony Rossilli as an alternate member of Planning and Zoning Commission; seconded by Councilor Sanborn.

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

***DISCUSS 14TH STREET MARKETPLACE PUD AMENDMENT AND REPLAT***

Sally and Dave Potvin presented the 14<sup>th</sup> Street Marketplace PUD amendment and replat. The 14th Street Marketplace PUD was approved in 2009 with finalized construction plans for the development of the site. Under this zoning, the property had no flexibility to change the site layout or the uses that were approved as part of the PUD. Due to the economic downturn the applicants have not been able to obtain financing to build the project and are requesting a new PUD that will allow more flexibility in uses. The applicants have received interest from gas station developers. As a gas station would require a change in the PUD, the applicants are submitting this Sketch Plan request. The applicant's proposal is to create three or four lots on the site. The southeast lot would include the gas station. The other two or three lots would be available for commercial or residential uses that meet the intent of the Comprehensive Plan for the North Railroad Avenue neighborhood.

***CONSIDER AUTHORIZING MALCOLM PIRNIE, INC. TO PROVIDE CONSTRUCTION ENGINEERING SERVICES FOR RIFLE POND BYPASS AND MISCELLANEOUS IMPROVEMENTS***

Engineer Dick Deussen recommends that Malcolm Pirnie, Inc. be authorized to provide construction engineering services for the Rifle Pond Bypass and Miscellaneous Improvements. City Staff would provide inspection; review the majority of shop drawings; attend all progress meetings with the contractor; review and approve progress payments; check on Davis-Bacon wage and other Federal requirements; and prepare As-Built drawings. The City would require Malcolm Pirnie's services to answer RFI's (questions on specifications or plans during construction), attend preconstruction meeting and a punch list walkthrough at construction completion, and review some shop drawings. The cost for these services is \$22,817 and funds are available from the Water Capital Fund.

Councilor Rice moved to approve the construction engineering services by Malcolm Pirnie in an amount not to exceed \$22,817.00; seconded by Councilor Miller.

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

## ***ADMINISTRATIVE REPORTS***

### ***CITY MANAGER REPORT***

Mr. Hier reported to Council on the following issues: increased activity in all areas of City operations; a very aggressive recruiting process was initiated nationally for the Utility Director position; a commitment from DDA for banner poles and light poles was received; minimal upgrades to City Hall; Spring clean-up scheduling; the City will be working with DDA to clean downtown; the sewer line relocation today at the former Valley Lumber site was completed today, but the water line relocation still needs to be completed; addressed the concern from local contractors concerning the construction. Large construction projects will be bid out.

Staff would like to change the workshop meeting on April 13th with the Fire District to include a special meeting on health insurance. The insurance committee would like to present their recommendations to Council because a decision needs to be made by the end of April. Council agreed to hold this special meeting.

Mr. Sturgeon reported that the Biomass conference held a symposium at CMC.

### ***COMMENTS FROM MAYOR AND COUNCIL***

Alan Lambert and Jay Miller gave special thanks to Charlie Stevens for all of his efforts as Utility Director.

Jonathan Rice attended a Club 20 meeting with Mike Braaten. At the meeting the State Governor discussed the budget. He got a sense that State Government was looking at spending differently than in the past. He felt that this was a healthy process. He was pleased with the ongoing budget considerations that are made at the City of Rifle.

***EXECUTIVE SESSION - DISCUSSION PERSONNEL MATTER UNDER CRS 24-6-402(2)(F) AND NOT INVOLVING: (1) ANY SPECIFIC EMPLOYEES WHO HAVE REQUESTED DISCUSSION OF THE MATTER IN OPEN SESSION; (2) ANY MEMBER OF THIS BODY OR ANY ELECTED OFFICIAL; (3) THE APPOINTMENT OF ANY PERSON TO FILL AN OFFICE OF THIS BODY OR OF AN ELECTED OFFICIAL; OR (4) PERSONNEL POLICIES THAT DO NOT REQUIRE THE DISCUSSION OF MATTERS PERSONAL TO PARTICULAR EMPLOYEES; AND FOR CONFERENCE WITH THE CITY ATTORNEY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE ON SPECIFIC LEGAL QUESTIONS UNDER CRS 24-6-402(4)(B); FOR THE PURPOSE OF DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS, UNDER CRS SECTION 24-6-402(4)(E).***

Councilor Lambert moved to adjourn to Executive Session to discuss personnel matters, receive legal advice and discuss negotiations; seconded by Councilor Rice (10:36 p.m.).

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

Councilor Miller moved to adjourn from Executive Session; seconded by Councilor Rice (11:41 p.m.).

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

Meeting adjourned at 11:42 p.m.

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Kristy Christensen  
Deputy City Clerk

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Keith Lambert  
Mayor

**RIFLE CITY COUNCIL MEETING**

Wednesday, April 20, 2011

REGULAR MEETING

7:00 p.m. \* Council Chambers

The regular meeting of the Rifle City Council was called to order at 7:09 p.m. by Mayor Keith Lambert.

**PRESENT ON ROLL CALL:** Councilors Alan Lambert, Jay Miller, Jeanette Thompson, Randy Winkler, and Mayor Keith Lambert.

Councilor A. Lambert moved to excuse Councilors Jonathan Rice and Jen Sanborn from attending tonight's meeting; seconded by Councilor Miller.

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

**OTHERS PRESENT:** John Hier, City Manager; Lisa Cain, City Clerk; Matt Sturgeon, Assistant City Manager / Director of Planning; Jim Neu, City Attorney; Michael Churchill, Cable 10 Assistant Manager; Aleks Briedis, Recreation Director; Mike Braaten, Government Affairs Coordinator; Bill Jones, Police Detective; Nancy Bayne; Michael Langhorne; Jim Duke; Robert Porter; Herman Aardsma and other staff from Mountain Roll-Offs, Inc.; Aron Diaz and other staff from Waste Management; and Russ Cohen.

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

- A. Minutes from the April 13, 2011 Special Meeting
- B. Intergovernmental Agreement for mosquito control
- C. February Financial Report
- D. Accounts Payable

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

Roll Call: Yes – A. Lambert, Miller (abstaining as to Item A), Thompson (abstaining as to Item A), Winkler, K. Lambert

**CITIZEN COMMENTS AND LIVE CALL-IN**

There were no citizen comments or live call-ins.

Councilor Rice arrived at 7:13 p.m.

***PUBLIC HEARING – SPECIAL EVENT LIQUOR PERMIT – BPOE ELKS LODGE #2195***

Mayor Lambert opened the public hearing and swore in Ms. Nancy Bayne, representing BPOE Elks Lodge #2195, who presented the Lodge's application for a special event liquor permit to provide liquor service at the Encana Open House on May 3, 2011 at the Garfield County Fairgrounds. City Clerk Lisa Cain stated that the hearing was properly noticed, the application is complete, and the fees have been paid.

Councilor Winkler moved to approve the Special Event Liquor Permit Application for BPOE Elks Lodge #2195; seconded by Councilor A. Lambert.

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

***CONSIDER AWARDING CONTRACT FOR PURCHASE OF FITNESS EQUIPMENT***

Recreation Director Aleks Briedis reported that staff received 5 proposals for fitness equipment for the new Rifle Fitness Center. He recommended awarding the contract to Advanced Exercise Equipment with a 3-year lease subject to appropriation in the amount of \$1672.98 per month.

Councilor Winkler moved to award a contract to Advanced Exercise Equipment for fitness equipment for the Rifle Fitness Center with a 3-year lease subject to appropriation in the amount of \$1672.98 per month; seconded by Councilor Thompson.

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

***CONSIDER APPROVING COUNTRY ATTIC LAND SWAP***

Michael Langhorne, President, Rifle Regional Economic Development Corporation (RREDC), explained that the former Valley Lumber site and the Country Attic Parcel have a triangle configuration where they adjoin. The RREDC has negotiated with Country Attic to square off the properties by exchanging portions of each so each property is more developable. In addition, Country Attic's covered deck encroaches into the City's 2<sup>nd</sup> Street right-of-way by 6 feet. The proposed License to Encroach Agreement provides for a license for that encroachment.

Councilor A. Lambert moved to approve the Property Exchange and Redevelopment Agreement between the City, RREDC, and the owners of Country Attic, authorizing the Mayor to sign the Deed conveying the City Parcel and to sign the License to Encroach Agreement; seconded by Councilor Rice.

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

***CONSIDER ADOPTING FORMAL DEVELOPMENT NAME FOR FORMER VALLEY LUMBER SITE***

Council's consensus was to adopt "Rifle Creek Plaza" as the formal development name for the former Valley Lumber site.

***CONSIDER AMENDING CACALOCO LEASE***

Assistant City Manager / Director of Planning Matt Sturgeon reminded Council that in early 2010, Cacaloco Enterprises, Inc. leased 5 acres from the City for its compost operation at the Energy Innovation Center located on the West UMTRA Site. Cacaloco has been proceeding through the state's regulations and, therefore, the commencement of its operations has been delayed for one year. Rent under the Lease is calculated as a percentage of revenue and to assist with start-up costs, the City provided an initial incentive to Cacaloco in the Lease by not requiring rent to be paid until it reached \$100,000 of revenue. That incentive expired December 31, 2010. Cacaloco requested that the Lease be amended to allow it the benefit of this incentive with an extension to December 31, 2011. Cacaloco also asked if the Base Term of the Lease could be extended by one year. Staff supports both requests.

Councilor Miller moved to approve the First Amendment to Commercial Land Lease with Cacaloco Enterprises, Inc.; seconded by Councilor Thompson.

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

***CONSIDER ACCEPTING GATES FAMILY FOUNDATION GRANT***

Government Affairs Coordinator Mike Braaten informed Council that staff worked with members of the New Ute Theatre Society (NUTS) to submit to the Gates Family Foundation in January an initial grant request of \$40,000.

After the City received grant funding to complete the asbestos remediation work at the Theatre, NUTS revised the budget to incorporate additional costs required due to ceiling, duct work, and some wall removal as a result of the asbestos abatement work. Additionally, Gates suggested that NUTS include all costs to complete the theatre, which resulted in the addition of audio/visual equipment costs, sprinkler system installation and modular seating and tables, among other items. The revised request to Gates was \$50,000. Gates has awarded a grant of \$80,000 for the Ute Theatre renovation for two phases: \$50,000 for the interior renovation and \$30,000 for the acoustical engineering and A/V system improvements.

Councilor Miller moved to accept the Gates Family Foundation grant for renovation of the Ute Theatre and authorize the Mayor to sign the Agreement with Grant Recipient; seconded by Councilor A. Lambert.

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

***CONSIDER FUNDING CONSTRUCTION OF BANNER POLES***

City Manager John Hier reported that staff recommended installation of sets of banner/Christmas light poles at these locations: (1) South Railroad Avenue in an area north of the entrance to the Parking Garage; (2) North Railroad Avenue in an area near the Alpine Bank alley; (3) East 3<sup>rd</sup> Street at the intersection of East Avenue; and (4) West 3<sup>rd</sup> Street at the intersection of West Avenue. Cost of the poles including installation is estimated to range from \$16,000 to \$24,000. The Visitor Improvement Fund budget includes \$7,500 for banner poles. The Downtown Development Authority has recommended an expenditure of \$7,500 from their budget for the poles. Mr. Hier recommended that \$10,000 be allocated from the Information Fund Reserve for this project.

Councilor A. Lambert moved to allocate \$10,000 from the Information Fund Reserve for banner/Christmas light poles; seconded by Councilor Rice.

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

***CONSIDER AUTHORIZING STAFF TO NEGOTIATE WITH RESPECT TO PROPOSALS FOR SOLID WASTE COLLECTION SERVICES***

Mr. Hier sought direction from Council concerning how to proceed with the proposals for solid waste collection services.

Councilor Winkler moved to authorize staff to negotiate with Mountain Roll-Offs, Inc. (MRI) for solid waste collection services; seconded by Councilor Thompson. Roll Call: Yes – Miller, Thompson, Winkler. No – A. Lambert, Rice, K. Lambert. Motion failed.

Councilor Winkler moved to authorize staff to negotiate with MRI and Waste Management (WM) for solid waste collection services; seconded by Councilor Thompson. Roll Call: Yes – Thompson, Winkler. No – A. Lambert, Miller, Rice, K. Lambert. Motion failed.

Councilor Miller moved that the City privatize solid waste collection services; seconded by Councilor Rice. Roll Call: Yes – Miller, Rice, Thompson, Winkler, K. Lambert. No - A. Lambert. Motion carried.

Councilor Rice moved to authorize staff to negotiate with WM for solid waste collection services; seconded by Councilor Thompson. Roll Call: Yes – Rice, Thompson, K. Lambert. No – A. Lambert, Miller, Winkler. Motion failed.

Councilor A. Lambert moved to authorize staff to negotiate with MRI for solid waste collection services; seconded by Councilor Winkler. Roll Call: Yes – A. Lambert, Miller, Thompson, Winkler. No – Rice, K. Lambert. Motion carried.

**ADMINISTRATIVE REPORTS**

Mr. Hier reported to Council on the following issues: hiring of Pat Lake as Wastewater Treatment Plant Operator; progress in hiring a Utility Director; structuring of an employee health benefits plan; proposed intergovernmental agreement to use economic development monies set aside by Garfield County for development of Rifle Creek Plaza and the Energy Innovation Center; and utility projects.

Mr. Sturgeon gave a progress report to Council on development of Rifle Creek Plaza.

Mr. Braaten reported to Council on the following issues: public comment period for Bureau of Land Management scoping on oil shale and tar sands development regulations; legislative redistricting; extending the policy of using \$3.5 million of federal mineral leasing funds for state wildfire mitigation; and Ennovate’s Technical Energy Audit.

**COMMENTS FROM MAYOR AND COUNCIL**

Councilor A. Lambert reminded the community that restoration of the Cayton Ranger Station is continuing and donations to the Cayton Ranger Station Foundation are welcome.

Councilor Winkler complimented all Councilors, particularly Councilor A. Lambert, for their perseverance in providing direction to staff on the solid waste collection proposals.

Mayor Lambert expressed the City of Rifle’s condolences to Police Chief Daryl Meisner and his family on the passing of his father, Bud Meisner, who served as Rifle’s Mayor in the 1970s and was a generous contributor to the community.

Meeting adjourned at 8:27 p.m.

\_\_\_\_\_  
Lisa H. Cain  
City Clerk

\_\_\_\_\_  
Keith Lambert  
Mayor



## Memo

**To:** City Council  
John Hier, City Manager

**From:** Lisa Cain, City Clerk / Human Resources Director

**Date:** April 27, 2011

**Subject:** Employee Health Benefits

Pursuant to Council's action at its special meeting on April 13, 2011 related to the employee health benefits package, staff recommends that Council approve the following items:

- Broker of Record letter appointing Denman Consulting Services, Inc. as the City's Employee Benefit Plan Broker/Consultant
- Resolution 2011-5 joining County Health Pool
- County Health Pool Application for Membership
- Agreement with Labyrinth Healthcare Group (Patient Care) for employee health care advocacy services





April 27, 2011

To Whom It May Concern:

We hereby appoint Denman, Gray & Company, Inc. (DBA Denman Consulting Services, Inc.) as our Employee Benefit Plan Broker/Consultant as of 7/1/11 for our health and welfare benefits. In the interim and post 7/1/11, please provide them with any information they may request and cooperate with them fully.

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Signature

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Title



**CITY OF RIFLE**  
202 RAILROAD AVENUE • P.O. BOX 1908 • RIFLE, CO 81650  
970-625-2121 • WWW.RIFLECO.ORG

**CITY OF RIFLE, COLORADO**  
**RESOLUTION NO. 5**  
**SERIES OF 2011**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO,  
REGARDING JOINDER IN THE COUNTY HEALTH POOL.

WHEREAS, the governing body of the City of Rifle, Colorado (“Public Entity”) states that it has the authority under Article XIV, Section 18, of the Colorado Constitution and Sections 29-1-202, et seq., C.R.S., to enter into an intergovernmental agreement; and

WHEREAS, said governing body has further specific authority to provide certain benefits to its employees, including, but not limited to, health benefits; and

WHEREAS, the governing body has received certain comparative cost data and recommended funding factor information from the County Health Pool; and

WHEREAS, the governing body recognizes the advantages to its taxpayers, as well as to its employees, in adopting one or another of the specific health coverage plans submitted by the County Health Pool; and

WHEREAS, a copy of the Bylaws and General Policies of the County Health Pool was delivered to the City of Rifle (“Public Entity”) on the 22<sup>nd</sup> day of April, 2011, which Bylaws, pursuant to the provisions of Article XVI thereof, constitute the subject Intergovernmental Agreement.

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

Section 1. The City Council approves the document, revised September 18, 2008, and entitled "Bylaws and Intergovernmental Agreement County Health Pool".

Section 2. The City Council authorizes the Mayor, the Official Representative for the Public Entity to the County Health Pool to execute the aforesaid Intergovernmental Agreement.

Section 3. The City Council declares that this Resolution shall bind the Public Entity to the full extent provided in the aforesaid Intergovernmental Agreement.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 4<sup>th</sup> day of May, 2011.

CITY OF RIFLE, COLORADO

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

ATTEST:

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

# **County Health Pool (CHP)**

## **Application for Membership**

## General Information

Entity Name: City of Rifle

Address: Physical: 202 Railroad Ave.

Mailing: P.O. Box 1908

Rifle, CO 81650

Zip Code

### Entity Plan Administrator

\* Name and Title: \_\_\_\_\_

Street Address: same

(If different from  
above address)

Zip Code

Phone Number: (Include Area Code) ( ) \_\_\_\_\_ - \_\_\_\_\_

Fax Number: (Include Area Code) (970) 625 - 3210

PLAN NUMBER ASSIGNED TO CHP: C232 \_\_\_\_\_

Date of the end of the plan year: December 31

Name and Title of Person to Receive Correspondence:

Lisa Cain, City Clerk / Human Resources

Phone Number: (Include Area Code) (970) 665 - 6405

Fax Number: (Include Area Code) (970) 665 - 6402

Email Address: lcain@riffleco.org

### **If an entity affiliate:**

Full Legal Name of Each Entity Affiliated Whose Employees Are To Be Covered

N/A

## Administrative Information

The term coverage means both the fully-insured benefits provided through contractual providers and all self-funded benefits provided by CHP.

1. EFFECTIVE DATE

We request that coverage be effective as of (the first day of):

07 / 01 / 2011  
 Month                  Day          Year

2. ANNIVERSARY DATE

For the initial year, the ~~Anniversary Date~~ is the Effective Date shown in 1 above. For ensuing years, the Anniversary Date is January 1. 1/1/12

3. All Benefits except Group Term Life Insurance Benefits are **NON-OCCUPATIONAL** unless otherwise indicated below:

**Benefit**  
 AD&D                                  [X]      (24 hour coverage)

4. OTHER GROUP INSURANCE

Indicate other Group Insurance which is still in force or which terminated within the past three (3) years.

Indicate Type of <u>Coverage</u>	Name of <u>Carrier</u>	* <u>Effective</u> <u>Date</u>	If Terminated, <u>Date</u> <u>Terminated</u>
Medical, Dental, Vision	CEBT		6/30/11
Life/AD&D	CEBT	*	6/30/11

\* 5. CONTRIBUTION BASIS

Benefit	Employer Contribution Percentage
EE: Life & AD&D	_____ % (must be 100%)
Medical	<u>100</u> % (minimum 50%)
Dental	<u>100</u> %
Vision	<u>100</u> %
Supplemental Life	_____ %
DEP: Life	_____ %
Medical	<u>85</u> %
Dental	<u>85</u> %
Vision	<u>85</u> %
Supplemental Life	_____ %



6. ELIGIBILITY AND TERMINATION

(1) Employees Eligible

24 hrs.

**Full Time Employees** - All active, full-time employees who work at least ~~thirty~~ (30) hours per week. **Exclude** - All non-salaried elected officials.

\* Are any Employees excluded?  YES  NO  
If yes, indicate those excluded:

\* Note: 2-3 individuals grandfathered working 20-23 hrs./wk.

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**Retired Employees** -  Covered  Not Covered  
(No future retirees will be covered)

If Retired Employees are covered currently: (for health only, we will grandfather up to \$100,000 coverage. Any additional coverage will require approval from CHP's excess carrier). No retiree life coverage.

The definition of a Retired Employee is

- an Employee who is retired on pension by the Employer.
- an Employee who is retired on pension by the Employer and who immediately prior to the date of his retirement had completed \_\_\_\_\_ years of service with the Employer.
- an Employee who is retired from service by the Employer and who immediately prior to the date of his retirement had completed at least \_\_\_\_\_ years of service with the Employer.

\* **Part-Time Employees** -  Covered  Not Covered

All active, regular (non-seasonal) employees who work at least twenty four (24) hours per week on a continuous basis.

\* (2) **COBRA**

Please list any former employees that are covered under COBRA. (Please include coverage type, COBRA start and end date)

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**ATTACH CENSUS**

Full Time Provided in RFP materials  
Retired \_\_\_\_\_  
Part Time \_\_\_\_\_

8. NUMBER OF EMPLOYEES ENROLLED ON EFFECTIVE DATE:

Full Time TBD  
Retired \_\_\_\_\_  
Part Time \_\_\_\_\_

9. NUMBER OF EMPLOYEES WITH DEPENDENT UNITS ELIGIBLE ON EFFECTIVE DATE:

Full Time TBD  
Retired \_\_\_\_\_  
Part Time \_\_\_\_\_

10. NUMBER OF EMPLOYEES WITH DEPENDENT UNITS ENROLLED ON EFFECTIVE DATE:

Full Time TBD  
Retired \_\_\_\_\_  
Part Time \_\_\_\_\_

**CLAIMS INFORMATION**

a) Please answer the following questions concerning all eligible individuals (include dependents, COBRA individuals, and all others) who are proposed to be covered under this group plan.

1. During the 12 months prior to, or the 12 months subsequent to, the proposed effective date:

(a) Are there any individuals who have incurred, or are expected to incur \$10,000 or more of medical expenses?

YES  NO

(b) Are there any individuals who have been prevented, or are expected to be prevented, from performing their usual occupation duties for a total of five consecutive days or more?

YES  NO

(c) Are there any individuals who are or may become candidates for transplant(s)?

YES  NO

2. Have any individuals been rated or declined for group life or medical insurance?

YES  NO

3. Are any individuals presently covered under your current or prior insurer's

CHP:  
Refer to  
RFP materials  
and over 50  
Fact Finder



extension of benefit provision, or continuation of coverage provision?

YES

NO

If you answered yes to any of the above questions, please provide us with the diagnosis and prognosis (no names please) as well as any additional information relating to the condition, such as the date of the condition, the length of condition, and the estimated medical charges.

12. RATES AND FEES

All Rates and Fees are payable monthly in advance. All checks must be made payable to the County Health Pool.

13. CONVERSION PRIVILEGE

The Conversion Privilege is automatically included for Basic Life Insurance. The benefits provided under the conversion policy are not the same as those provided under the group contract.

14. COORDINATION OF BENEFITS

To the extent permitted by law, all medical, dental and vision benefits will be coordinated with benefits under any other Group Plan and under any Group-Type Plan (franchise, blanket), other than HMOs.

# Group Benefits

## CLASS DESCRIPTION SCHEDULE

### 1. Life Benefit

#### A. Basic Life and AD&D

ALL active employees must have employee life and AD&D (a minimum of \$10,000 is required). Check ONE of the boxes below to indicate the Class Schedule elected and **fill in amount** desired:

		<b>Basic Life and AD&amp;D</b> Flat Amount (give amount) OR <u>% of Salary</u>
*	<u>Class Description</u>	
I	<input checked="" type="checkbox"/> All Employees in the same Class	Flat Amount: \$ _____

		<b>Basic Life and AD&amp;D</b> Flat Amount (give amount) OR <u>% of Salary</u>
	<u>Class Description</u>	

II      Salary Related Schedule, up to 5 Classes allowed.

Employees who's annual earnings are:

- i.     - at least     \$ \_\_\_\_\_  
        but less than \$ \_\_\_\_\_
- ii.    - at least     \$ \_\_\_\_\_  
        but less than \$ \_\_\_\_\_
- iii.   - at least     \$ \_\_\_\_\_  
        but less than \$ \_\_\_\_\_
- iv.    - at least     \$ \_\_\_\_\_  
        but less than \$ \_\_\_\_\_
- v.     - at least     \$ \_\_\_\_\_

## ROUNDING FORMULA

Basic Term Life and AD&D amounts which are a percentage of earnings will be rounded to the next higher integral multiple of \$1,000.

**REDUCTION AND TERMINATION**

Amounts of Basic Life Insurance and AD&D shall be reduced according to the following schedule:

<u>AGE</u>	<u>% OF BENEFIT AMOUNT</u>
0-64	100%
65-69	65%
70-74	50%
75+	35%

Benefits terminate upon retirement.

**\* B. Basic Dependent Life**

Offered                       NOT Offered

\*\* The amount of Basic Dependent Life Insurance may not exceed 100% of the total amount of Basic Life provided on the life of the Employee.

\*\* The amount of Basic Dependent Life Insurance on Unmarried Children may not exceed the amount of Basic Dependent Life on the Spouse.

**Amount of Basic Dependent Life (if offered, choose one)  
(Flat Amount Only)**

	<u>Option 1</u>	OR	<u>Option 2</u>
Spouse	<input type="checkbox"/> \$2,000		<input type="checkbox"/> \$5,000
Unmarried Children	<input type="checkbox"/> \$1,000		<input type="checkbox"/> \$2,000

**\* C. Supplemental Life**

Offered                       NOT Offered

**2. Medical, Dental and Vision Benefits**

RATE STRUCTURE: Choose one –  Two Tier                      OR                       Three Tier

(The rate structure must be maintained for a minimum of three years and applies to all benefits chosen.)

\* FUNDS/BILLING: Do you want billing separated by funds?  Yes  No

If yes, list funds below.

**A. Medical Benefits (Choose Plans)**

PPO Plan A  PPO Plan B500

PPO Plan B1000  HDHP 2500

**TBD B. Dental Benefits (Choose Plans)**

Plan A Only  Plan B Only

Dual Option (Employee may choose between Plans A or B)

NOT Offered

If offering dental, **ALSO** choose one:

Employer package  Employee choice

**\*\*Participants (and dependents, if applicable) MUST remain on their chosen plan for at least two years.**

**TBD C. Vision Benefits (Choose Plans)**

Offered  NOT Offered

If offering vision, **ALSO** choose one:

Employer package  Employee choice

**\*\*Participants (and dependents, if applicable) MUST remain on their chosen plan for at least two years.**

**ADDITIONAL INFORMATION REQUIRED**

Provide your current monthly rates (fill in

where applicable):

Employee: \$ \_\_\_\_\_  
Employee and Spouse: \$ \_\_\_\_\_  
Employee and Child: \$ \_\_\_\_\_  
Employee and Family: \$ \_\_\_\_\_

*Previously Provided.*

2. Provide your renewal rates and/or percentage(s) of increase.

*Previously provided.*

3. Provide a census including social security number, name, sex, birth date(s), effective date(s), coverage types, and family status.

*Forthcoming after Open Enrollment.*

4. Provide experience for the last 18 months (minimum) to 3 years.

*Previously provided.*

5. Provide current plan information.

*Previously provided.*

The undersigned hereby makes application for membership in The County Health Pool. The undersigned declares that he has read the statement and the answers to the above questions and that they are complete

and true to the best of his knowledge and belief. If accepted for membership, the undersigned Employer accepts and agrees to the provisions contained in the CHP's Bylaws, General Policies, and Plan Documents and Summary Plan Descriptions.

It is understood that if the answers to the above questions are not complete and true, membership in the CHP may be terminated.

**The Entity accepts that the final rates and fees charged for the benefits applied for will be determined by the CHP.** The final rates so determined shall be based on the final enrollment information provided to the CHP by the Entity, current CHP underwriting rules and practices and the benefits in this application.

Name of Entity City of Rifle

\* By \_\_\_\_\_

\* Title \_\_\_\_\_

\* Date \_\_\_\_\_

# DESIGNATION OF REPRESENTATIVE TO COUNTY HEALTH POOL

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

\* NAME: \_\_\_\_\_

\* TITLE: \_\_\_\_\_

\* ADDRESS: \_\_\_\_\_

\* PHONE: \_\_\_\_\_ \* EMAIL: \_\_\_\_\_

If applicable, the Designated Alternate Representative is;

\* NAME: \_\_\_\_\_

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

\* NAME: \_\_\_\_\_

\* TITLE: \_\_\_\_\_

\* ADDRESS: \_\_\_\_\_

\* PHONE: \_\_\_\_\_ \* EMAIL: \_\_\_\_\_

\* COMPLETED BY: \_\_\_\_\_

(MUST be completed and signed by governing body)

\* DATE: \_\_\_\_\_



# **Labyrinth Healthcare Group and City of Rifle Agreement**

This Agreement is effective as of 6/1/11 (the “Effective Date”) by and between **Labyrinth Healthcare Group (LHG)** and City of Rifle (**Client**) for the purpose of Client utilizing Patient Care, a product of LHG.

## **1. LHG Responsibilities**

- a. LHG agrees to provide advocacy services more fully set forth on Exhibit A to all Client employees and legal dependents (“Members”) covered under Client’s group insurance programs. LHG does not provide clinical or legal advice. Assistance by LHG with claims issues does not guarantee claim payment.
- b. LHG will assist Members with issues associated with the Client’s plans during the effective dates of membership. Assistance will be provided to Members for issues incurred up to twenty-four (24) months prior to the date of the Member’s call. LHG will not assist Member with issues subsequent to the last day of Member’s month of termination from Client or subsequent to the Termination Date of the Client unless Cobra services are requested and paid for by the Client.
- c. LHG agrees to provide standard reports to Client on an annual basis.  
Standard reports include:
  - i. Resolved service requests for most recent period by resolution type
  - ii. Resolved service requests for rolling 12 month period by resolution type
  - iii. Cost savings report
  - iv. Executive Summary

The fee for standard reports is included in the fees as outlined in Section 3. There is an additional charge for special request reports. All special request reports and associated fees are outlined in Exhibit B.

- d. LHG agrees to accept service requests directly from Members and as transferred calls from Client’s human resources department.

## **2. Client Responsibilities**

- a. Client agrees to distribute initial Patient Care enrollment information to all Members and to distribute subsequent program information to encourage

utilization of services. Members will be required to complete an authorization form that allows LHG to obtain medical and claims information. Client also agrees to notify Members who terminate employment of the termination of the program and the option of enrolling on an individual basis.

- b. Client agrees to provide an initial electronic eligibility file to LHG prior to the effective date and a complete electronic monthly eligibility file in an agreed-upon format in a timely manner. All electronic eligibility files will include a match between benefit elections and members.
- c. Client agrees to provide information and to provide a copy of all company-sponsored certificates of coverage, provider directories and other related material prior to implementation and upon renewal of insurance coverage.
- d. Client agrees to refer Members to Patient Care for assistance with health care and insurance issues.

### **3. Pricing**

- a. Client will pay a monthly fee per covered employee per month of \$3.00. This fee will cover the employees and their legal dependents. Fees will be billed to Client on a monthly basis. Payment is due the 1<sup>st</sup> of the month for services for that month. Payments not received within thirty (30) days of due date will be considered past due. Interest will be assessed at a rate of 1.5%/month on past due fees.
- b. In addition, Client will pay a one-time set up fee of \$800 prior to the effective date to cover the cost of implementation, materials, and mailings.
- c. Employee materials are included in the per employee per month (PEPM) fees and set up fees in the Initial Term (as defined in Section 4). In Renewal Terms (as defined in Section 4), shipping fees for employee materials that exceed \$50.00 will be billed to Client at cost.

### **4. Term and Termination**

- a. The initial term (the "Initial Term") of this Agreement shall commence on June 1, 2011 and shall end on May 31, 2012. Thereafter, this Agreement shall renew for one (1) year periods (the "Renewal Term(s)") based on mutual agreement of the parties, unless terminated by LHG or Client as provided herein. The Initial Term and the Renewal Term(s) are collectively referred to as the "Term".

- b. No less than sixty (60) days prior to the end of the Initial or any Renewal Term either party may provide notification to the other of their intent to re-new or terminate the Agreement. This notification may include any pricing changes.
- c. Both parties agree to provide written notification to the other party regarding any issues or concerns that arise during the initial or subsequent terms, identifying the concern and providing thirty (30) days to the other party to rectify the problem. LHG reserves the right to terminate coverage for Client based on lack of fee payment.

**5. Hold Harmless Provision**

LHG will indemnify and hold harmless Client and its employees, affiliates and directors from any and all claims, liabilities, damages or other costs in any way resulting from acts or omissions of LHG or any of LHG's employees, constituting criminal conduct, negligence, willful misconduct or breach of this Agreement.

Client will indemnify and hold harmless LHG and its employees, affiliates and directors from any and all claims, liabilities, damages or other costs in any way resulting from acts or omissions of Client or any of Client's employees, constituting criminal conduct, negligence, willful misconduct or breach of this Agreement.

This Section 5 shall survive the termination of this Agreement.

**6. Confidential Information**

The parties acknowledge that some information of each party, which will come into the possession of the other party in connection with this Agreement, is proprietary in nature. Parties shall not at any time during this Agreement, or at any time thereafter, use or permit others to use any of the other party's documents, processes, employee information or other confidential information for any purposes, except as may be necessary for the purposes of this Agreement.

**7. Notices**

All notices, consents and other communications under or regarding this Agreement shall be in writing and shall be deemed to have been received on the earlier of the date of actual receipt, the third business day after being mailed by first class certified air mail, or the first business day after being sent by a reputable overnight delivery service. Any notice may be given by facsimile, provided that a signed written original is sent by one of the foregoing methods

within twenty-four (24) hours thereafter. All notices shall be in writing and shall be sent to the addresses set forth below:

If to: Labyrinth Healthcare Group  
Jane Cooper  
633 W. Wisconsin Ave. #1310  
Milwaukee, WI 53203

If to: City of Rifle  
John Hier  
202 Railroad Ave.  
Rifle, CO 81650

## **8. Force Majeure**

Neither party shall be liable to the other for any delay or inability to perform its obligations under this Agreement or otherwise if such delay or inability arises from any act of God, fire, natural disaster, act of government, manufacturer's shortages or constraints, or any other cause beyond the reasonable control of such party. In the event of such a delay or inability to perform, the time for performance shall be extended for a period of time equal to the length of the delay or inability to perform.

## **9. General**

- a. This Agreement is intended to be the sole and complete statement of obligations of the parties with respect to the subject matter hereof, and supersedes all previous understandings, negotiations, and proposals. In the event there is a conflict between the terms of this Agreement and any other writing signed by the parties, the terms of this Agreement shall control and prevail.
- b. No waiver, alteration or modification of any provision hereof shall be binding unless in writing and signed by duly authorized representatives of both parties.
- c. The headings used in this Agreement are not intended to be used as an aid to interpretation.
- d. Failure by either party to exercise any right or remedy under this Agreement shall not constitute a waiver of such right or remedy.
- e. This Agreement shall be construed in accordance with, and its performance governed by, the laws of the State of Wisconsin, excluding its laws on conflicts of law. No action or claim, regardless of form, may be brought by either party more than one (1) year after the cause of action has accrued.

CLIENT AND LHG ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. AGREED TO BY AUTHORIZED REPRESENTATIVES OF CLIENT AND LHG AS FOLLOWS:

**LABYRINTH HEALTH CARE GROUP**

**City of Rifle**

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

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

Print Name:         Jane Cooper        

Print Name: \_\_\_\_\_

Title:         President and CEO        

Title: \_\_\_\_\_

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

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

## EXHIBIT A

During the Term of the Agreement, Labyrinth Health care Group (“LHG”) will perform the following Services (collectively referred to as “Patient Care”) for the Members:

### 1. Services

- a. With Patient Care, Members have access to Advocates. These Advocates will assist with medical, health savings account (HSA), health reimbursement arrangement (HRA), flexible spending account (FSA), dental and vision problems as follows:
  1. Resolving health plan billing, balance billing and authorization problems by calling the insurance company, the hospital and the doctor.
  2. Finding the right type of health provider when the Members need care.
  3. Navigating with Members through the complex maze of the health care system.
  4. Verifying that answers received from the health plan are accurate and reasonable.
  5. Assistance with the appeals and grievance process and resolution of appeals and grievances.
  6. Translating insurance benefits information and answering benefit questions.
  7. Helping Members prepare for hospital care so that they have all of the information they need.
  8. Providing information on the most cost-effective prescription drug options.
  9. Understanding and using health savings accounts and health reimbursement arrangements effectively if available to Members.

LHG and Patient Care intervention does not guarantee claims payment. LHG is not a fiduciary for the Client’s benefit plan.

- b. Cost and Quality comparison data is provided for medical services only. Members must contact Patient Care a minimum of 15 days prior to scheduling the date of the service.

Prior to any elective admission, surgery or procedure, Patient Care Advocates will provide assistance to Members as follows.

1. Advocates will determine that all required approvals by payor are in place.
2. Advocates will provide information to the member on the total and out of pocket costs for 2-3 network providers as well as available quality data.
3. When possible, Advocates will schedule appointments for Members based on their decision of provider.

4. Advocates will coordinate with home health care agencies, skilled nursing facilities, rehabilitation, etc. to ensure smooth transition of care and possibly reduce length of stay.
5. Advocates will assist with any prescription drug issues or questions related to the procedure or admission.

**Patient Care will not determine medical necessity or provide clinical advice.**

## 2. Advocacy Services

- a. When a Member has problems related to general health care issues, their insurance plan or Medicare that they are unable to get resolved, they may call or email LHG. LHG representatives are available Monday through Friday from 7:00 am to 7:00 pm CST and Saturdays from 8:00 am to 1:00 pm CST.
- b. The call will come directly to one of LHG's advocacy representatives, who will be assigned to work with the individual Member who calls. LHG's representative will take information regarding the problem, reach agreement with the Member regarding what will constitute "resolution" of the problem and agree on when they will talk again. The Member will be asked to complete an authorization form, which may be needed by the representative to get information from physicians, hospitals, the insurance company or other providers.
- c. Members who use Patient Care will receive a satisfaction survey measuring their satisfaction with LHG.

**Exhibit B**  
**Custom Reports**

The following custom reports are available

Resolved service requests by payor

Resolved service requests by benefit design

The cost for custom reports is \$250 per report produced



## Memo

**To:** Honorable Mayor and Rifle City Council; John Hier, City Manager  
**From:** Lisa Cain, City Clerk  
**Date:** Wednesday, April 27, 2011  
**Subject:** Liquor License Renewal Application

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**A LIQUOR LICENSE RENEWAL APPLICATION HAS BEEN RECEIVED FOR:**

La Hacienda  
232 W 3<sup>rd</sup> St

Type of License: Hotel and Restaurant  
Liquor License

This application is complete, and the renewal application fees have been paid.

On October 30, 2010, the Colorado Liquor Enforcement Division ("Division") conducted compliance checks of liquor-licensed premises in Rifle. A Division representative has informed me and Police Chief Daryl Meisner that La Hacienda failed the compliance check, along with other establishments in the City. The Division is currently taking action against La Hacienda and the other establishments for alleged violations of the Colorado Liquor Code, based on the failed compliance checks.

City Council also has the authority to take action against La Hacienda for alleged violations of the Colorado Liquor Code, based on the failed compliance check. However, I recommend that Council wait to take action until after disposition of the Division's actions has occurred. This will allow the City to gain additional information from the State's action and benefit from any stipulated facts in those proceedings.

Based on the above information, and because the failed compliance check is only an allegation at this point, I recommend approval of this renewal application. We will update you on all of the failed state compliance checks as they become resolved.



**LIQUOR OR 3.2 BEER LICENSE  
 RENEWAL APPLICATION**



LA HACIENDA LLC  
 LA HACIENDA  
 232 W 3RD ST  
 RIFLE CO 81650-2206

License Number 42-82089-0000	License Type 1970
Liability Information 24 035 722110 B 061710	
Business Location  232 W 3RD ST RIFLE CO	
Current License Expires JUN 16, 2011	
<b>DEPARTMENTAL USE ONLY</b>	
Total Amount Due	
Total Paid \$	Date

This renewal reflects no changes from the last application. Complete page 2 and file now!

**Yes there are changes from the last application.** If applicant is a Corporation or Limited Liability company, use DR 8177 and send in with this renewal. Any other changes of ownership require a transfer of ownership. See your Local Licensing Authority immediately.

Wholesaler, manufacturer, importer, and public transportation system license renewals do not need Local Licensing Authority approval and must be returned directly to the Colorado Department of Revenue at least 30 days prior to the current license expiration date.

This application for renewal must be returned to your CITY OR COUNTY Licensing Authority at least 45 days prior to the expiration date of your current license. Failure to do so may result in your license not being renewed. Include both pages of this renewal and payment.

**OATH OF APPLICANT**

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

Authorized Signature <i>Robert L. Moore</i>	Date 3/4/11	Business Phone 970-625-2525
Title <i>Manager</i>	Sales Tax Number 42-82089	

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

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

Local Licensing Authority for	Date
Signature	Title
Attest	

DO NOT DETACH DO NOT DETACH DO NOT DETACH

**LIQUOR OR 3.2 BEER LICENSE  
 RENEWAL APPLICATION**

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

**21**

Business Name	LICENSE NUMBER (Use for all reference)		PERIOD
LA HACIENDA	42-82089-0000		06-12
TYPE OF LICENSE ISSUED	CASH FUND	STATE FEE	
HOTEL AND RESTAURANT LIQUOR LICENSE - MALT, VINOUS, AND SPIRITUOUS	2320-100(999)	1970-750(999)	CITY 85% OAP 2180-100(999)
	\$ 50.00	\$ 25.00	\$ 425.00

SUB-TOTAL \$ 500.00

ADD \$100.00 TO RENEW RETAIL WAREHOUSE STORAGE PERMIT 2210-100(999) \$ \_\_\_\_\_

TOTAL AMOUNT DUE \$ \_\_\_\_\_

## ATTACHMENT TO LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

**This page must be completed and attached to your signed renewal application form.  
 Failure to include this page with the application may result in your license not being renewed.**

Trade Name of Establishment <b>La Hacienda</b>		State License Number <b>42-82089-0000</b>	
Operating Manager <b>Robert Masias</b>		Home Address <b>-11 -</b>	Date of Birth <b>-</b>
2. Do you have legal possession of the premises for which this application for license is made? Are the premises owned or rented: <u>rented</u> If rented, expiration date of lease: <u>2016</u>		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3. Has there been any change in financial interest (new notes, loans, owners, etc.) since the last annual application? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders or owners, (other than licensed financial institutions) are materially interested.		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4. Since the date of filing of the last annual application, has the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), been convicted of a crime? If yes, attach a detailed explanation.		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
5. Since the date of filing of the last annual application, has the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), been denied an alcoholic beverage license, had an alcoholic beverage license suspended or revoked, or had interest in any entity that had an alcoholic beverage license denied, suspended or revoked? If yes, attach a detailed explanation.		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
6. Does the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), have a direct or indirect interest in any other Colorado liquor license (include loans to or from any licensee, or interest in a loan to any licensee)? If yes, attach a detailed explanation.		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
7. <b>Corporation or Limited Liability Company (LLC) or Partnership applicants must answer these questions. Since the date of filing of the last annual license application:</b>		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
(a) Are there, or have there been: any officers or directors; or managing members; or general partners added to or deleted from applicant for renewal of a 3.2 beer or liquor license?		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
(b) Are there or have there been: any stockholders with 10% or more of the issued stock of the Corporation; or any members with 10% or more membership interest in the LLC; or any partners with 10% or more interest in the partnership added to or deleted from the applicant for renewal of a 3.2 beer or liquor license?		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
(c) If Yes to (a) or (b), complete and attach Form DR 3177: Corporation, Limited Liability Company or Partnership Report of Changes, and all supporting documentation, and fees your local Licensing Authority immediately.			
8. <b>Sole proprietorships, Husband-Wife Partnerships or Partners In General Partnerships:</b>			
<b>EVIDENCE OF LAWFUL PRESENCE</b>			
Each person identified above must complete and sign the following affidavit. Please make additional copies if necessary. Each person must also provide a copy of their driver's license or state issued identification card.			
In lieu of form DR 4679, the undersigned swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one):			
<input checked="" type="checkbox"/> I am a United States Citizen <input type="checkbox"/> I am not a United States Citizen but I am a Permanent Resident of the United States <input type="checkbox"/> I am not a United States Citizen but I am lawfully present in the United States pursuant to Federal Law <input type="checkbox"/> I am a foreign national not physically present in the United States			
I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, or fraudulent statement or misrepresentation on this sworn affidavit is punishable under the criminal laws of Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.			
Signature <b>Robert Masias Jr</b>		Printed name <b>Robert L MASIAS Jr</b>	Date <b>3/4/11</b>



**MEMORANDUM**

To: John Hier, City Manager  
 From: Charles Kelty, Finance Director *ck*  
 Date: April 27, 2011  
 Subject: March 2011 Sales, Lodging, and Use Tax Report

Total Sales, Lodging, and Use Tax revenues, for the three months ended March 31, 2011, is \$1,624,930, which is an increase of 8% from the previous year-to-date amount \$1,498,504.

Sales tax revenues, year-to-date, are \$1,509,436 which is an 8% increase from the previous year-to-date figure \$1,391,386.

Lodging Taxes revenues, year-to-date, are \$23,472 which is a 3% decrease from the previous year-to-date figure \$24,165. Building and Motor Vehicle Use Tax revenues are \$92,022, which is an 11% increase from the previous year-to-date figure \$82,953.

**Sales Tax Report  
 Prior Year Comparison**

Business Category	For Sales in March			Year-to-Date		
	2010	2011	% Change	2010	2011	% Change
Bars and Restaurants	\$ 51,745	\$ 50,407	-3%	\$ 138,308	\$ 138,721	0%
Car Parts and Sales	30,302	37,199	23%	80,422	101,333	26%
Food	72,473	70,041	-3%	205,139	204,785	0%
General Retail	198,653	203,100	2%	521,857	546,214	5%
Hardware	22,618	38,390	70%	57,681	83,166	44%
Liquor Stores	14,408	13,733	-5%	40,976	38,765	-5%
Motels	13,017	11,697	-10%	34,344	33,461	-3%
Oil & Gas	94,520	84,445	-11%	132,744	178,999	35%
Leasing/Misc	14,586	13,984	-4%	34,501	30,851	-11%
Utilities	54,217	52,509	-3%	145,415	153,140	5%
<b>Total Sales Tax</b>	<b>\$ 566,538</b>	<b>\$ 575,505</b>	<b>2%</b>	<b>\$ 1,391,386</b>	<b>\$ 1,509,436</b>	<b>8%</b>
<b>Allocation to Funds:</b>						
General Fund	\$310,366	\$315,278	2%	\$762,241	\$826,912	8%
Street Improvement	80,934	82,215	2%	198,769	215,634	8%
Rifle Information Center	13,370	13,582	2%	32,837	35,623	8%
Parks & Recreation	161,868	164,430	2%	397,539	431,267	8%
<b>Total Sales Tax</b>	<b>\$566,538</b>	<b>\$575,505</b>	<b>2%</b>	<b>\$1,391,386</b>	<b>\$1,509,436</b>	<b>8%</b>

## Report Criteria:

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

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>1009</b>						
<b>B &amp; B Plumbing, Inc</b>						
	0283	VALVE REPAIR	03/10/2011	147.20	.00	
	33839	REPAIR RIFLE CREEK THEATE	04/09/2011	272.50	.00	
Total 1009:				419.70	.00	
<b>1018</b>						
<b>Valley Lumber</b>						
	28804	SUPPORTFOLD LEFT BB	04/12/2011	19.74-	.00	
	53210	TEXTURE SPRAY WATER BASE	04/04/2011	32.98	.00	
	53258	HOOK LOOP 40 GRIT	04/06/2011	34.45	.00	
	53292	2 HOME DECOR PAINT BRUSH	04/07/2011	14.25	.00	
	53351	3 3/16 BOLT SNAP	04/08/2011	36.13	.00	
	53355	GR C CEL FOAM	04/08/2011	116.11	.00	
	53392	GR C CEL FOAM	04/11/2011	12.22	.00	
	53436	80 CONCRETE MIX	04/12/2011	9.98	.00	
	53488	ROPE NYLON	04/13/2011	14.98	.00	
	53492	ROPE NYLON	04/13/2011	21.98	.00	
	53557	NIPPLE SCH 80 PVC 1/2 CLOSE	04/15/2011	3.76	.00	
	53628	DECK SCREW GOLD	04/19/2011	122.11	.00	
Total 1018:				399.21	.00	
<b>1022</b>						
<b>Central Distributing Co</b>						
	868361	Supplies	04/13/2011	119.85	.00	
	868366	2104521400610	04/13/2011	128.62	.00	
	869062	Supplies	04/20/2011	453.21	.00	
Total 1022:				701.68	.00	
<b>1055</b>						
<b>Columbine Ford, Inc</b>						
	1358	2011 Ford Fusion	04/13/2011	15,309.43	.00	
	206575	WARRANTY DEDUCTIBLE	04/12/2011	100.00	.00	
Total 1055:				15,409.43	.00	
<b>1059</b>						
<b>Consolidated Electrical Distr</b>						
	4983-514479	5/8 X 8 GRD RD	03/31/2011	287.34	.00	
	4983-514642	200 BASE SOLID CU	04/07/2011	75.35	.00	
Total 1059:				362.69	.00	
<b>1083</b>						
<b>Youth Zone</b>						
	033111	ASSES & RECOMM/EDMOND/C	03/31/2011	1,560.00	.00	
Total 1083:				1,560.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>1094</b>						
<b>Hy-way Feed &amp; Ranch Supply</b>						
	503603	HYDRATED LINE	03/29/2011	115.00	.00	
Total 1094:				115.00	.00	
<b>1097</b>						
<b>Johnson Construction Inc</b>						
	208751	OLD VALLEY LUMBER SITE PIT	04/13/2011	24,720.00	.00	
	208752	ENERGY INNOVATION CENTER	04/15/2011	19,091.04	.00	
Total 1097:				43,811.04	.00	
<b>1105</b>						
<b>Meadow Gold Dairies</b>						
	50206025	DAIRY PRODUCTS/SENIOR CT	04/14/2011	95.66	.00	
	50206093	DAIRY PRODUCTS/SENIOR CT	04/21/2011	73.30	.00	
Total 1105:				168.96	.00	
<b>1106</b>						
<b>Micro Plastics Inc</b>						
	85846	NAME PLATE	04/19/2011	18.00	.00	
Total 1106:				18.00	.00	
<b>1108</b>						
<b>Mountain Clear Bottled Water</b>						
	6684 040511	BOTTLED WATER	04/05/2011	62.15	.00	
	6886 040511	BOTTLED WATER/WW	04/05/2011	2.50	.00	
Total 1108:				64.65	.00	
<b>1110</b>						
<b>Napa Auto Parts</b>						
	15947	PTO PIN 5 16X3	04/04/2011	8.66	.00	
	160304	FHP POWERATED BELT	04/08/2011	26.17	.00	
	161175	GRASE /LITERAGS	04/13/2011	69.19	.00	
	162566	LITERAGS	04/20/2011	48.18	.00	
Total 1110:				152.20	.00	
<b>1114</b>						
<b>Wells Fargo Bank West</b>						
	042611	OBI CWRPDA-SWRP/CO WATE	04/26/2011	1,656.15	1,656.15	04/28/2011
	042611	OBI CWRPDA-SWRP/CO WATE	04/26/2011	6,666.67	6,666.67	04/28/2011
Total 1114:				8,322.82	8,322.82	
<b>1123</b>						
<b>Rifle Conoco/Rifle Towing</b>						
	7453-22	SCREW REPAIR	04/12/2011	17.50	.00	
Total 1123:				17.50	.00	
<b>1125</b>						
<b>Rifle Chamber Of Commerce</b>						
	002-11	2011 VIF Contribution	03/29/2011	17,500.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	033111	2011 Information Center payment	03/31/2011	25,403.00	.00	
Total 1125:				42,903.00	.00	
<b>1129</b>						
Rifle Creek Canyon Ditch						
	042511	ditch cleaning-2011	04/25/2011	624.54	.00	
Total 1129:				624.54	.00	
<b>1132</b>						
Rifle Lock & Safe						
	30614	CODE KEY THEATRE	03/07/2011	6.00	.00	
	30683	DOOR CLOSER	03/31/2011	946.04	.00	
Total 1132:				952.04	.00	
<b>1143</b>						
Swallow Oil Company						
	1816 033111	DIESEL /FLEET	03/31/2011	2,179.29	.00	
	1816 033111	UNLEADED /FLEET	03/31/2011	4,166.12	.00	
	1816 033111	cw	03/31/2011	15.50	.00	
	1816 033111	INV 129069	03/31/2011	126.36	.00	
	1816 033111	129179	03/31/2011	1,736.01	.00	
	1816 033111	031711	03/31/2011	22.89	.00	
	1816 033111	128923	03/31/2011	2,303.93	.00	
	1816 033111	130511	03/31/2011	1,314.00	.00	
	1816 041511	DIESEL /FLEET	04/15/2011	1,868.12	.00	
	1816 041511	UNLEADED /FLEET	04/15/2011	3,492.91	.00	
	1816 041511	cw	04/15/2011	6.50	.00	
	1816 041511	CHARGE INVOICE 6 CAR WASH	04/15/2011	8.00	.00	
	1816 041511	CHARGE INVOICE 130628	04/15/2011	195.83	.00	
	1816 041511	CHARGE INVOICE 11040008	04/15/2011	39.70	.00	
Total 1143:				17,477.16	.00	
<b>1188</b>						
Jean's Printing						
	111104	printing	04/13/2011	1,242.64	.00	
Total 1188:				1,242.64	.00	
<b>1194</b>						
Pitney Bowes, Inc						
	602058	REPAIR POSTAGE MACHINE	04/16/2011	805.16	.00	
	614217	red ink cartridge	04/18/2011	175.08	.00	
Total 1194:				980.24	.00	
<b>1233</b>						
Grand River Hospital District						
	040511	DRUG SCREEN KIT/MEDICAL P	04/05/2011	231.00	.00	
Total 1233:				231.00	.00	
<b>1256</b>						
Resource Engineering, Inc						
	9424	CUMULATIVE IMPACE ASSESS	03/31/2011	3,211.66	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net invoice Amount	Amount Paid	Date Paid
	9425	ANTERO RESOURCES WATER	03/31/2011	2,322.45	.00	
	9426	LARAMIE ENERGY	03/31/2011	34.75	.00	
	9427	BLACK DIAMON/MINERALS WA	03/31/2011	69.50	.00	
	9428	ETC PIPELINE	03/31/2011	104.25	.00	
	9429	BBC WATERSHED PERMIT	03/31/2011	611.88	.00	
	9430	WATERSHED PERMIT REVIEW	03/31/2011	139.00	.00	
	9431	ECANA WATERSHED PERMITS	03/31/2011	668.00	.00	
	9432	HB1141 WATER PLAN	03/31/2011	173.75	.00	
	9433	OPPOSITION TO 07CW229 WD	03/31/2011	243.25	.00	
Total 1256:				7,578.49	.00	
<b>1258</b>						
<b>Hach Company</b>						
	7189876	PH STORAGE SOLN 500ML	04/06/2011	359.54	.00	
	7197888	FILTER FOR DQ3 WATER SYST	04/12/2011	158.00	.00	
	7200111	PURIFICATION PACK FOR DQ3	04/13/2011	495.00	.00	
	7202113	FILTER FOR DQ3 WATER SYST	04/14/2011	158.00	.00	
	7203997	PURIFICATION PACK FOR DQ3	04/15/2011	703.00	.00	
	7204002	BOTTLE SET GLAS W/CAPS	04/15/2011	149.95	.00	
Total 1258:				2,023.49	.00	
<b>1271</b>						
<b>Daily Sentinel</b>						
	67	AD	04/11/2011	47.88	.00	
Total 1271:				47.88	.00	
<b>1339</b>						
<b>Grand Junction Pipe &amp; Supply</b>						
	C2337369	CURE BOX LID W /PLUG	03/31/2011	93.96	.00	
	C2337638	LUBE GALLON	04/08/2011	35.55	.00	
	C2337646	RUB'R NEK 1 IN X 14'6IN	04/08/2011	152.40	.00	
	C2337733	SWR PIPE SDR-35 GSKTD	04/12/2011	104.58	.00	
	G2464227	SWR REDUCER SPGT X GSKT	04/06/2011	304.38	.00	
Total 1339:				690.87	.00	
<b>1460</b>						
<b>Western Colorado Electrical</b>						
	4620	DEMOLITION AND REWIRING RI	04/18/2011	6,374.00	.00	
	4620.	ADDITIONAL MATERIALS	04/18/2011	448.50	.00	
Total 1460:				6,822.50	.00	
<b>1649</b>						
<b>Ikon Office Solutions</b>						
	84523782	IMAGERUNNER LEASE	04/04/2011	186.29	.00	
Total 1649:				186.29	.00	
<b>1734</b>						
<b>United Companies</b>						
	796667	SANDING MATERIALS	04/09/2011	141.30	.00	
	797420	ROAD BASE	04/16/2011	332.40	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1734:				473.70	.00	
<b>1768</b>						
<b>Faris Machinery Company</b>						
	T12764	SMOOTH DRIM ROLLER	04/06/2011	4,848.00	.00	
Total 1768:				4,848.00	.00	
<b>1806</b>						
<b>CDMS INC</b>						
	8481	DSL ACCESS - Cemetery	04/01/2011	17.95	.00	
	8481	DSL ACCESS - Pool	04/01/2011	17.95	.00	
Total 1806:				35.90	.00	
<b>1830</b>						
<b>Grand Valley Foods</b>						
	113292	FOOD PRODUCT/SR CENTER	04/15/2011	913.55	.00	
	113427	FOOD PRODUCT/SR CENTER	04/22/2011	665.45	.00	
Total 1830:				1,579.00	.00	
<b>2139</b>						
<b>CDW Government, Inc</b>						
	WSN9412	A/G KAS ESS WS/SRV/MS	03/15/2011	300.40	.00	
	WSZ7327	MS GSA ACCESS 2010	03/16/2011	128.65	.00	
	WTG0463	APC SYMETRA LX POWER MO	03/17/2011	1,553.72	.00	
	WWW9065	AVL ACROBAT PRO 10 WIN	03/25/2011	150.45	.00	
Total 2139:				2,133.22	.00	
<b>2181</b>						
<b>Nalco Chemical Company</b>						
	95795803	Drum	04/08/2011	1,496.34	.00	
Total 2181:				1,496.34	.00	
<b>2224</b>						
<b>Johnson, Holscher &amp; Company Pc</b>						
	0414811	2010 FINANCIAL STATEMENT A	04/18/2011	5,250.00	.00	
Total 2224:				5,250.00	.00	
<b>2240</b>						
<b>Northern Tool &amp; Equipment Co</b>						
	23774846	POWERHORSE WATERPUMP.	04/15/2011	354.45	.00	
Total 2240:				354.45	.00	
<b>2543</b>						
<b>Airgas Intermountain, Inc</b>						
	104912164	ACETYLENE LARGE	03/31/2011	287.10	.00	
Total 2543:				287.10	.00	
<b>2573</b>						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>Mountain West Office Products</b>						
	254427	supplies	01/13/2011	5.98	.00	
	258046i	supplies	04/06/2011	147.04	.00	
	258046i	supplies	04/06/2011	36.70	.00	
	258046i	supplies	04/06/2011	53.32	.00	
	258046i	supplies	04/06/2011	36.69	.00	
	258304	supplies	04/12/2011	105.99	.00	
	258466	supplies	04/14/2011	105.99-	.00	
	258544	supplies	04/18/2011	32.21	.00	
	258544	supplies	04/18/2011	32.96	.00	
	258544	supplies	04/18/2011	32.96	.00	
	258544	supplies	04/18/2011	32.97	.00	
	258586i	supplies	04/19/2011	176.70	.00	
	258590i	supplies	04/19/2011	64.60	.00	
	258641i	supplies	04/20/2011	13.99	.00	
	258705i	supplies	04/26/2011	14.79	.00	
Total 2573:				680.91	.00	
<b>2690</b>						
<b>Down Valley Septic &amp; Drain LLC</b>						
	MAR110014	ROLL OFF - TIP /CEMETARY	03/31/2011	200.00	.00	
Total 2690:				200.00	.00	
<b>2948</b>						
<b>Gvf Distributing</b>						
	139772	CUTTING BOARD	04/20/2011	23.90	.00	
Total 2948:				23.90	.00	
<b>3083</b>						
<b>ALSCO</b>						
	LGRA995021	LAUNDRY/senior center	04/12/2011	63.60	.00	
	LGRA995022	work shirts and pants	04/12/2011	27.24	.00	
	LGRA997938	LAUNDRY/senior center	04/19/2011	53.06	.00	
Total 3083:				143.90	.00	
<b>3156</b>						
<b>Superwash Of Rifle</b>						
	2008 041211	CAR WASH	04/12/2011	81.05	.00	
Total 3156:				81.05	.00	
<b>3389</b>						
<b>Sandy's Office Supply Inc</b>						
	914252	FURNITURE	03/30/2011	5,138.00	.00	
Total 3389:				5,138.00	.00	
<b>3446</b>						
<b>Staples Business Advantage</b>						
	8018289128	supplies	04/09/2011	67.13	.00	
Total 3446:				67.13	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>3692</b>						
<b>Miox Corporation</b>						
	59125	MUSHROOM SWITCH ASSEMB	04/04/2011	105.19	.00	
Total 3692:				105.19	.00	
<b>3755</b>						
<b>Wagner Equipment Co</b>						
	P2092301	EQUIPMENT RENTAL-	04/09/2011	4,685.00	.00	
Total 3755:				4,685.00	.00	
<b>3771</b>						
<b>Waste Management Inc</b>						
	0634476-1185-	20 YD ROLL OFF	04/01/2011	11,986.67	.00	
	1052846-0576-	Recycling Service	04/01/2011	2,251.16	.00	
	1052847-0576-	Recycling Service	04/01/2011	2,066.35	.00	
	1052848-0576-	Recycling Service	04/01/2011	958.76	.00	
Total 3771:				17,262.94	.00	
<b>3858</b>						
<b>Wells Fargo Bank Mn Na</b>						
	042611	OBI:CWRPDA-SWRP/RIFLE-148	04/26/2011	3,594.59	3,594.59	04/28/2011
	042611	OBI:CWRPDA-SWRP/RIFLE-148	04/26/2011	5,833.33	5,833.33	04/28/2011
Total 3858:				9,427.92	9,427.92	
<b>4055</b>						
<b>UPS/United Parcel Service</b>						
	0000Y2097W1	SHIPPING	03/26/2011	14.95	.00	
	0000Y2097W1	SHIPPING	03/26/2011	6.93	.00	
	0000Y2097W1	SHIPPING	03/26/2011	8.94	.00	
	0000Y2097W1	SHIPPING	04/09/2011	18.75	.00	
Total 4055:				49.57	.00	
<b>4141</b>						
<b>True Brew Coffee Service</b>						
	134338	COFFEE	04/21/2011	36.83	.00	
Total 4141:				36.83	.00	
<b>4207</b>						
<b>Radio Shack</b>						
	10136173	SMALL CANVAS POUCH	04/19/2011	39.98	.00	
Total 4207:				39.98	.00	
<b>4236</b>						
<b>Denver Industrial Sales &amp; Serv</b>						
	140320	EA CRAFCO 51730 WAND ASSY	04/11/2011	851.12	.00	
Total 4236:				851.12	.00	
<b>4339</b>						
<b>Design Concepts</b>						
	0014083	CENTENNIAL PARK PLAYGROU	04/05/2011	2,516.80	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	0014085	Deerfield Park Construction Drawi	04/05/2011	7,661.30	.00	
Total 4339:				10,178.10	.00	
<b>4371</b>						
Roaring Fork Transp. Authority						
	21952	2011 RFTA Contribution	03/31/2011	20,000.00	.00	
Total 4371:				20,000.00	.00	
<b>4602</b>						
Anytime Sewer & Drain Company						
	436695	CLEAR LINE-1036 CLARKSON	04/19/2011	85.00	.00	
Total 4602:				85.00	.00	
<b>4811</b>						
United Site Services Inc						
	103-58473	PORTABLE RESTROOM JOYCE	03/31/2011	65.00	.00	
Total 4811:				65.00	.00	
<b>4838</b>						
Sun Trust Bank Corporation						
	042611	4430005039/1097081/HONEY W	04/26/2011	6,596.80	6,596.80	04/28/2011
	042611	4430005039/1097081/HONEY W	04/26/2011	19,657.65	19,657.65	04/28/2011
Total 4838:				26,254.45	26,254.45	
<b>4926</b>						
Ge Capital						
	55566586	SHARP COPIERS/ FINANCE	04/17/2011	216.47	.00	
	55566586	SHARP COPIERS/ PD	04/17/2011	359.22	.00	
Total 4926:				575.69	.00	
<b>4960</b>						
PXI INC						
	28-290	HAULING PIT RUN	04/18/2011	7,856.25	.00	
Total 4960:				7,856.25	.00	
<b>5188</b>						
Southeastern Security Consulta						
	47589	criminal history search	04/25/2011	220.00	.00	
Total 5188:				220.00	.00	
<b>5192</b>						
PECZUH PRINTING COMPANY						
	172681	BUSINESS CARDS	04/21/2011	34.00	.00	
Total 5192:				34.00	.00	
<b>5253</b>						
FASTENAL						
	CORIF39808	CHISEL W SDS SHANK	03/31/2011	43.73	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5253:				43.73	.00	
<b>5380</b>						
<b>All Traffic Data Servies, Inc.</b>						
	6909	ADTs	04/27/2011	1,000.00	.00	
Total 5380:				1,000.00	.00	
<b>5473</b>						
<b>McAfee</b>						
	INV499736	FAIL SAFE DISASTER RECOVER	04/01/2011	132.00	.00	
Total 5473:				132.00	.00	
<b>5503</b>						
<b>JAY-MAX SALES</b>						
	206331-00	ZINC	04/06/2011	13.00	.00	
	206419-00	COTTON RAGS	04/13/2011	30.00	.00	
Total 5503:				43.00	.00	
<b>5518</b>						
<b>CURRENT SOLUTIONS</b>						
	3825	REPAIR CABLING	03/21/2011	662.69	.00	
Total 5518:				662.69	.00	
<b>5548</b>						
<b>Power Equipment Company</b>						
	G104048358	FILTER ELEMENT	04/11/2011	286.60	.00	
	RL22915-3	S27 CITY HAMMER	04/04/2011	4,560.00	.00	
Total 5548:				4,846.60	.00	
<b>5643</b>						
<b>Tally Ho Construction</b>						
	110425	ADDITION SERVICE CENTER B	04/25/2011	46,379.70	.00	
Total 5643:				46,379.70	.00	
<b>5648</b>						
<b>REDI SERVICES, LLC</b>						
	0133969	PORTABLE RESTROOMS	03/31/2011	40.00	.00	
Total 5648:				40.00	.00	
<b>5672</b>						
<b>The Training Consortium, LLC</b>						
	032511	Training Online Subscription annu	03/25/2011	5,780.00	.00	
Total 5672:				5,780.00	.00	
<b>5752</b>						
<b>Accutest Mountain States</b>						
	D3-16229	alkalinity, organic carbon/water te	04/06/2011	11,360.00	.00	
	D3-16230	alkalinity, organic carbon/water te	04/06/2011	290.00	.00	
	D3-16231	alkalinity, organic carbon/water te	04/06/2011	290.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	D4-16478	alkalinity, organic carbon/water te	04/20/2011	938.00	.00	
Total 5752:				12,878.00	.00	
<b>5789</b>						
<b>GARFIELD CO LIBRARIES CAPITAL</b>						
	11-0030	ARCHITECT FEES JAN 2011	03/01/2011	406.00	.00	
Total 5789:				406.00	.00	
<b>5796</b>						
<b>Norit Americas Inc.</b>						
	513750	Po 444	04/18/2011	2,370.00	.00	
Total 5796:				2,370.00	.00	
<b>6133</b>						
<b>GILCO, INC</b>						
	729575903	DYED DIESEL	03/29/2011	3,842.31	.00	
	72975906	DYED DIESEL	04/07/2011	1,519.10	.00	
Total 6133:				5,361.41	.00	
<b>6190</b>						
<b>BioLynceus, LLC</b>						
	3594	PROBIOTIC SCRUBBER II	04/18/2011	2,681.67	.00	
Total 6190:				2,681.67	.00	
<b>6237</b>						
<b>Leyba Painting</b>						
	042211	PAINTING EXTERIOR FENCE A	04/22/2011	5,650.00	.00	
Total 6237:				5,650.00	.00	
<b>6253</b>						
<b>HD Supply Waterworks, LTD</b>						
	2766124	Water Main Supplies Valley Lumb	04/06/2011	66.13	.00	
	2771001	Water Main Supplies Valley Lumb	04/07/2011	71.53	.00	
	2771467	Water Main Supplies Valley Lumb	04/05/2011	333.78	.00	
	2773563	Water Main Supplies Valley Lumb	04/05/2011	71.93	.00	
	2805068	Water Main Supplies Valley Lumb	04/14/2011	18,008.29	.00	
	2805131	Water Main Supplies Valley Lumb	04/21/2011	1,532.10	.00	
	2821745	Water Main Supplies Valley Lumb	04/14/2011	17.08	.00	
	2830932	MANHOLE EXTERNAL EYE LIFT	04/18/2011	316.00	.00	
Total 6253:				20,416.84	.00	
<b>6261</b>						
<b>Western Slope Materials, LLC</b>						
	41463	WASHED ROCK	04/16/2011	1,456.70	.00	
	41464	WASHED ROCK	04/16/2011	209.02	.00	
Total 6261:				1,665.72	.00	
<b>6265</b>						
<b>Active Energies, Inc.</b>						
	10280-1	Energy Process Audit	04/18/2011	875.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6265:				875.00	.00	
<b>6274</b>						
<b>STEMAR EQUIPMENT &amp; SUPPLY CO</b>						
	ST179108	16 X 21 BYPASS HEAD	04/08/2011	1,356.32	.00	
Total 6274:				1,356.32	.00	
<b>6275</b>						
<b>Stewart &amp; Stevenson</b>						
	4568005	TRANSYND 1 GAL OIL	04/01/2011	177.24	.00	
Total 6275:				177.24	.00	
<b>6276</b>						
<b>State Industrial Products</b>						
	95046238	HAND CLEANER	04/06/2011	412.53	.00	
Total 6276:				412.53	.00	
<b>6279</b>						
<b>Fluid Technology</b>						
	048054	GAL 220 ROOTS OIL	04/12/2011	230.47	.00	
Total 6279:				230.47	.00	
Grand Totals:				387,211.58	44,005.19	

Dated: 4/28/11

City Treasurer: *Charles Kelly*

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

Report Criteria:  
 Report type: GL detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount	
04/11	04/28/2011	426110045	1114	Wells Fargo Bank West	042611	1	310-4331-400-8	.00	1,656.15	M
04/11	04/28/2011	426110045	1114	Wells Fargo Bank West	042611	2	310-4331-400-8	.00	6,666.67	M
Total 426110045:								.00	8,322.82	
04/11	04/28/2011	426110046	3858	Wells Fargo Bank Mn Na	042611	1	310-4333-400-8	.00	3,594.59	M
04/11	04/28/2011	426110046	3858	Wells Fargo Bank Mn Na	042611	2	310-4333-400-8	.00	5,833.33	M
Total 426110046:								.00	9,427.92	
04/11	04/28/2011	426110047	4838	Sun Trust Bank Corporation	042611	1	310-4331-400-8	.00	6,596.80	M
04/11	04/28/2011	426110047	4838	Sun Trust Bank Corporation	042611	2	310-4331-400-8	.00	19,657.65	M
Total 426110047:								.00	26,254.45	
Grand Totals:								.00	44,005.19	

Dated: 4/28/11

Accounts Payable: \_\_\_\_\_  
 Finance Director: Chad Kelly

Report Criteria:  
 Report type: GL detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
04/11	04/22/2011	50230	5924	Britten, Doug	7	1	210-4512-400-6	.00	50.00
Total 50230:								.00	50.00
04/11	04/22/2011	50231	2353	Colo Dept. Of Revenue	041911	1	100-202-015	.00	12.00
Total 50231:								.00	12.00
04/11	04/22/2011	50232	5662	E-470 Public Highway Authority	1102640046	1	100-4310-400-6	.00	3.00
Total 50232:								.00	3.00
04/11	04/22/2011	50233	5960	Epps Valentina	2000603002	1	210-3000-347-0	.00	6.00
Total 50233:								.00	6.00
04/11	04/22/2011	50234	5754	GARFIELD COUNTY HUMAN SE	042011	1	100-4514-400-3	.00	12.86
Total 50234:								.00	12.86
04/11	04/22/2011	50235	4630	Kirkman, Ula	56	1	210-4512-400-6	.00	75.00
Total 50235:								.00	75.00
04/11	04/22/2011	50236	3015	Kroger/King Sooper Cust Charge	061597	1	100-4514-400-6	.00	19.32
04/11	04/22/2011	50236	3015	Kroger/King Sooper Cust Charge	070721	1	100-4514-400-6	.00	39.12
04/11	04/22/2011	50236	3015	Kroger/King Sooper Cust Charge	115716	1	210-4512-400-6	.00	15.88
04/11	04/22/2011	50236	3015	Kroger/King Sooper Cust Charge	126803	1	310-4331-400-6	.00	15.76
04/11	04/22/2011	50236	3015	Kroger/King Sooper Cust Charge	171408	1	100-4514-400-6	.00	54.20
04/11	04/22/2011	50236	3015	Kroger/King Sooper Cust Charge	227179	1	100-4514-400-6	.00	271.90
04/11	04/22/2011	50236	3015	Kroger/King Sooper Cust Charge	286901	1	100-4514-400-6	.00	179.94
Total 50236:								.00	596.12
04/11	04/22/2011	50237	2240	Northern Tool & Equipment Co	253571258	1	310-4331-400-6	.00	1,740.39
04/11	04/22/2011	50237	2240	Northern Tool & Equipment Co	253571258	2	310-4331-400-6	.00	.99
Total 50237:								.00	1,741.38
04/11	04/22/2011	50238	6066	Northwest Parkway	1058292	1	100-4310-400-6	.00	7.10
Total 50238:								.00	7.10
04/11	04/22/2011	50239	4240	PLATIMUM PLUS/pina	PINA 041111	1	100-4210-400-5	.00	800.27
Total 50239:								.00	800.27
04/11	04/22/2011	50240	4240	PLATIMUM PLUS/sturgeon	STURGEON	1	100-4191-400-5	.00	9.99
04/11	04/22/2011	50240	4240	PLATIMUM PLUS/sturgeon	STURGEON	2	100-4191-400-5	.00	27.25
Total 50240:								.00	37.24
04/11	04/22/2011	50241	4240	Platinum for Business/Hier	HIER 04111	1	100-4132-400-5	.00	71.50

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
Total 50241:								.00	71.50
04/11	04/22/2011	50242	4240	PLATINUM PLUS/ BRAATEN	BRAATEN 0	1	100-4135-400-5	.00	338.91
04/11	04/22/2011	50242	4240	PLATINUM PLUS/ BRAATEN	BRAATEN 0	2	100-4135-400-5	.00	41.55
04/11	04/22/2011	50242	4240	PLATINUM PLUS/ BRAATEN	BRAATEN 0	3	100-4111-400-5	.00	1,044.00
04/11	04/22/2011	50242	4240	PLATINUM PLUS/ BRAATEN	BRAATEN 0	4	100-4135-400-5	.00	238.00
04/11	04/22/2011	50242	4240	PLATINUM PLUS/ BRAATEN	BRAATEN 0	5	100-4135-400-5	.00	105.00
Total 50242:								.00	1,767.46
04/11	04/22/2011	50243	4240	Platinum Plus/BURNS	BURNS 0411	1	310-4331-400-5	.00	508.48
Total 50243:								.00	508.48
04/11	04/22/2011	50244	4240	Platinum Plus/Christensen	CHRISTENS	1	100-4111-400-5	.00	259.00
04/11	04/22/2011	50244	4240	Platinum Plus/Christensen	CHRISTENS	2	100-4111-400-5	.00	230.53
04/11	04/22/2011	50244	4240	Platinum Plus/Christensen	CHRISTENS	3	310-4331-400-5	.00	294.37
04/11	04/22/2011	50244	4240	Platinum Plus/Christensen	CHRISTENS	4	320-4325-400-5	.00	294.38
Total 50244:								.00	1,078.28
04/11	04/22/2011	50245	4240	PLATINUM PLUS/EDGETON	EDGETON 0	1	210-4512-400-6	.00	717.03
04/11	04/22/2011	50245	4240	PLATINUM PLUS/EDGETON	EDGETON 0	2	210-4512-400-5	.00	30.00
Total 50245:								.00	747.03
04/11	04/22/2011	50246	4240	Platinum Plus/Fitzsimmons	FITZSIMMO	1	100-4317-400-5	.00	9.99
Total 50246:								.00	9.99
04/11	04/22/2011	50247	4240	PLATINUM PLUS/GALLEGOS	GALLEGOS	1	320-4325-400-5	.00	1,257.51
Total 50247:								.00	1,257.51
04/11	04/22/2011	50248	4240	PLATINUM PLUS/KEHOE	KEHOE 0411	1	206-4900-400-9	.00	254.11
04/11	04/22/2011	50248	4240	PLATINUM PLUS/KEHOE	KEHOE 0411	2	206-4900-400-9	.00	300.38
04/11	04/22/2011	50248	4240	PLATINUM PLUS/KEHOE	KEHOE 0411	3	620-4192-400-5	.00	14.99
04/11	04/22/2011	50248	4240	PLATINUM PLUS/KEHOE	KEHOE 0411	4	100-4194-400-5	.00	14.35
04/11	04/22/2011	50248	4240	PLATINUM PLUS/KEHOE	KEHOE 0411	5	620-4192-400-6	.00	1.00
Total 50248:								.00	556.13
04/11	04/22/2011	50249	4240	PLATINUM PLUS/kelty	KELTY 0411	1	100-4151-400-5	.00	62.00
Total 50249:								.00	62.00
04/11	04/22/2011	50250	4240	PLATINUM PLUS/SHAW	SHAW 04111	1	100-4310-400-5	.00	100.00
Total 50250:								.00	100.00
04/11	04/22/2011	50251	4240	PLATINUM PLUS/stewart	STEWART 0	1	100-4210-400-6	.00	3.21
Total 50251:								.00	3.21
04/11	04/22/2011	50252	4240	PLATINUM PLUS/tyler	TYLER 0411	1	100-4210-400-5	.00	77.13

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
Total 50252:								.00	77.13
04/11	04/22/2011	50253	5670	Thon, Bob	2480	1	210-4512-400-6	.00	40.00
Total 50253:								.00	40.00
04/11	04/22/2011	50254	2960	Walmart Community	011519	1	100-4514-400-6	.00	120.83
04/11	04/22/2011	50254	2960	Walmart Community	018202	1	100-4514-400-6	.00	19.54
04/11	04/22/2011	50254	2960	Walmart Community	018747	1	620-4192-400-6	.00	27.10
04/11	04/22/2011	50254	2960	Walmart Community	019021	1	100-4199-400-6	.00	18.52
Total 50254:								.00	185.99
04/11	04/22/2011	50255	1120	Xcel Energy Inc	278157083	1	100-4310-400-4	.00	10.96
04/11	04/22/2011	50255	1120	Xcel Energy Inc	278157083	2	100-4310-400-4	.00	12.36
04/11	04/22/2011	50255	1120	Xcel Energy Inc	278157083	3	100-4310-400-4	.00	12.60
04/11	04/22/2011	50255	1120	Xcel Energy Inc	278157083	4	100-4310-400-4	.00	11,055.82
Total 50255:								.00	11,091.74
Grand Totals:								.00	20,897.42

Dated: 4/25/11

Accounts Payable: \_\_\_\_\_

Finance Director: Chalo Huty

Report Criteria:  
Report type: GL detail

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
04/11	04/15/2011	50092	6155	Cain Lisa	040211	1	310-4331-400-6	.00	16.24
04/11	04/15/2011	50092	6155	Cain Lisa	040211	2	320-4325-400-6	.00	16.24
04/11	04/15/2011	50092	6155	Cain Lisa	040611	1	100-4114-400-5	.00	201.45
Total 50092:								.00	233.93
04/11	04/15/2011	50093	1170	Club 20	11543	1	100-4111-400-5	.00	75.00
Total 50093:								.00	75.00
04/11	04/15/2011	50094	2353	Colo Dept. Of Revenue	041111	1	100-202-015	.00	36.00
Total 50094:								.00	36.00
04/11	04/15/2011	50095	2846	Colo Mtn News Media	6229731	1	320-4325-400-5	.00	791.76
04/11	04/15/2011	50095	2846	Colo Mtn News Media	6256714	1	320-4325-400-5	.00	633.40
Total 50095:								.00	1,425.16
04/11	04/15/2011	50096	5154	DM NEUMAN CONSTRUCTION	041111	1	100-204-000	.00	1,200.00
Total 50096:								.00	1,200.00
04/11	04/15/2011	50097	6270	Drive Ivory	040811	1	210-4512-400-5	.00	750.00
Total 50097:								.00	750.00
04/11	04/15/2011	50098	1074	Garfield County Clerk	041511	1	100-4151-400-6	.00	5.00
Total 50098:								.00	5.00
04/11	04/15/2011	50099	6007	Glenwood Springs Community Co	041311	1	210-4512-400-6	.00	525.00
Total 50099:								.00	525.00
04/11	04/15/2011	50100	3955	Holy Cross Energy	040711	1	310-4331-400-4	.00	46.51
04/11	04/15/2011	50100	3955	Holy Cross Energy	040711,	1	100-4310-400-4	.00	18.54
Total 50100:								.00	65.05
04/11	04/15/2011	50101	1262	John L. Taufer & Assoc., Inc	041111	1	100-204-000	.00	75.00
Total 50101:								.00	75.00
04/11	04/15/2011	50102	3015	Kroger/King Sooper Cust Charge	238375	1	100-4514-400-6	.00	47.80
04/11	04/15/2011	50102	3015	Kroger/King Sooper Cust Charge	258593	1	100-4210-400-6	.00	98.10
Total 50102:								.00	145.90
04/11	04/15/2011	50103	6272	Mark Chain Consulting, LLC	041111	1	100-204-000	.00	75.00
Total 50103:								.00	75.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
04/11	04/15/2011	50104	5846	Mesa County Health Department	1271-11	1	310-4331-400-3	.00	20.00
04/11	04/15/2011	50104	5846	Mesa County Health Department	1272-11	1	310-4331-400-3	.00	20.00
04/11	04/15/2011	50104	5846	Mesa County Health Department	1273-11	1	310-4331-400-3	.00	20.00
04/11	04/15/2011	50104	5846	Mesa County Health Department	1274-11	1	310-4331-400-3	.00	20.00
04/11	04/15/2011	50104	5846	Mesa County Health Department	1275-11	1	310-4331-400-3	.00	20.00
Total 50104:								.00	100.00
04/11	04/15/2011	50105	6216	Metz Lonnie	040711	1	100-204-000	.00	80.00
Total 50105:								.00	80.00
04/11	04/15/2011	50106	1106	Micro Plastics Inc	041111	1	100-204-000	.00	80.00
04/11	04/15/2011	50106	1106	Micro Plastics Inc	041111.	1	100-204-000	.00	80.00
Total 50106:								.00	160.00
04/11	04/15/2011	50107	6273	Niemann's Gardens	041311	1	205-4651-400-7	.00	1,946.16
Total 50107:								.00	1,946.16
04/11	04/15/2011	50108	4762	Platinum Sign Company	041111	1	100-204-000	.00	80.00
Total 50108:								.00	80.00
04/11	04/15/2011	50109	2830	Qwest	9706250004	1	100-4114-400-5	.00	10.20
04/11	04/15/2011	50109	2830	Qwest	9706250004	2	100-4121-400-5	.00	13.75
04/11	04/15/2011	50109	2830	Qwest	9706250004	3	100-4132-400-5	.00	16.85
04/11	04/15/2011	50109	2830	Qwest	9706250004	4	100-4151-400-5	.00	34.16
04/11	04/15/2011	50109	2830	Qwest	9706250004	5	100-4191-400-5	.00	34.16
04/11	04/15/2011	50109	2830	Qwest	9706250004	6	100-4199-400-5	.00	13.75
04/11	04/15/2011	50109	2830	Qwest	9706250004	7	100-4240-400-5	.00	20.40
04/11	04/15/2011	50109	2830	Qwest	9706250004	8	100-4317-400-5	.00	25.73
04/11	04/15/2011	50109	2830	Qwest	9706250004	9	210-4512-400-5	.00	47.91
04/11	04/15/2011	50109	2830	Qwest	9706250004	10	100-4215-400-5	.00	115.35
04/11	04/15/2011	50109	2830	Qwest	9706250004	11	310-4331-400-5	.00	5.32
04/11	04/15/2011	50109	2830	Qwest	9706250004	12	320-4325-400-5	.00	5.32
04/11	04/15/2011	50109	2830	Qwest	9706250004	13	210-4521-400-5	.00	27.50
04/11	04/15/2011	50109	2830	Qwest	9706250004	14	620-4192-400-5	.00	13.75
04/11	04/15/2011	50109	2830	Qwest	9706250004	15	310-4331-400-5	.00	13.75
04/11	04/15/2011	50109	2830	Qwest	9706250004	16	320-4325-400-5	.00	13.75
04/11	04/15/2011	50109	2830	Qwest	9706250004	17	100-4310-400-5	.00	32.19
04/11	04/15/2011	50109	2830	Qwest	9706250115	1	100-4210-400-5	.00	281.40
04/11	04/15/2011	50109	2830	Qwest	9706250163	1	320-4325-400-5	.00	281.40
04/11	04/15/2011	50109	2830	Qwest	9706250164	1	100-4310-400-5	.00	281.40
04/11	04/15/2011	50109	2830	Qwest	9706250165	1	310-4331-400-5	.00	281.40
04/11	04/15/2011	50109	2830	Qwest	9706250166	1	210-4521-400-5	.00	281.40
04/11	04/15/2011	50109	2830	Qwest	9706250183	1	100-4215-400-5	.00	281.40
04/11	04/15/2011	50109	2830	Qwest	9706250267	1	100-4215-400-5	.00	294.84
Total 50109:								.00	2,427.08
04/11	04/15/2011	50110	6135	QWEST-BUSINESS SERVICES	1157861931	1	100-4114-400-5	.00	12.74
04/11	04/15/2011	50110	6135	QWEST-BUSINESS SERVICES	1157861931	2	100-4121-400-5	.00	16.98
04/11	04/15/2011	50110	6135	QWEST-BUSINESS SERVICES	1157861931	3	100-4132-400-5	.00	21.23
04/11	04/15/2011	50110	6135	QWEST-BUSINESS SERVICES	1157861931	4	100-4151-400-5	.00	42.46

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
04/11	04/15/2011	50110	6135	QWEST-BUSINESS SERVICES	1157861931	5	100-4191-400-5	.00	42.46
04/11	04/15/2011	50110	6135	QWEST-BUSINESS SERVICES	1157861931	6	100-4199-400-5	.00	16.98
04/11	04/15/2011	50110	6135	QWEST-BUSINESS SERVICES	1157861931	7	100-4240-400-5	.00	25.48
04/11	04/15/2011	50110	6135	QWEST-BUSINESS SERVICES	1157861931	8	100-4317-400-5	.00	29.72
04/11	04/15/2011	50110	6135	QWEST-BUSINESS SERVICES	1157861931	9	210-4512-400-5	.00	59.45
04/11	04/15/2011	50110	6135	QWEST-BUSINESS SERVICES	1157861931	10	100-4215-400-5	.00	144.37
04/11	04/15/2011	50110	6135	QWEST-BUSINESS SERVICES	1157861931	11	310-4331-400-5	.00	6.37
04/11	04/15/2011	50110	6135	QWEST-BUSINESS SERVICES	1157861931	12	320-4325-400-5	.00	6.37
04/11	04/15/2011	50110	6135	QWEST-BUSINESS SERVICES	1157861931	13	210-4521-400-5	.00	33.97
04/11	04/15/2011	50110	6135	QWEST-BUSINESS SERVICES	1157861931	14	620-4192-400-5	.00	16.98
04/11	04/15/2011	50110	6135	QWEST-BUSINESS SERVICES	1157861931	15	310-4331-400-5	.00	16.98
04/11	04/15/2011	50110	6135	QWEST-BUSINESS SERVICES	1157861931	16	320-4325-400-5	.00	16.98
04/11	04/15/2011	50110	6135	QWEST-BUSINESS SERVICES	1157861931	17	100-4310-400-5	.00	42.47
Total 50110:								.00	551.99
04/11	04/15/2011	50111	6271	Remington Square	041111	1	100-204-000	.00	75.00
Total 50111:								.00	75.00
04/11	04/15/2011	50112	1134	Rifle City Petty Cash	041511	1	100-4210-400-6	.00	10.98
04/11	04/15/2011	50112	1134	Rifle City Petty Cash	041511	2	100-4210-400-3	.00	1.30
04/11	04/15/2011	50112	1134	Rifle City Petty Cash	041511	3	100-4210-400-6	.00	10.98
04/11	04/15/2011	50112	1134	Rifle City Petty Cash	041511	4	100-4151-400-3	.00	.50
04/11	04/15/2011	50112	1134	Rifle City Petty Cash	041511	5	310-4331-400-3	.00	13.65
04/11	04/15/2011	50112	1134	Rifle City Petty Cash	041511	6	100-4111-400-5	.00	21.10
04/11	04/15/2011	50112	1134	Rifle City Petty Cash	041511	7	100-4151-400-3	.00	1.00
04/11	04/15/2011	50112	1134	Rifle City Petty Cash	041511	8	100-4151-400-8	.00	100.00
04/11	04/15/2011	50112	1134	Rifle City Petty Cash	041511	9	100-4151-400-3	.00	14.28
04/11	04/15/2011	50112	1134	Rifle City Petty Cash	041511	10	100-4114-400-3	.00	14.76
04/11	04/15/2011	50112	1134	Rifle City Petty Cash	041511	11	100-4317-400-3	.00	1.76
Total 50112:								.00	190.31
04/11	04/15/2011	50113	4753	Rifle Truck & Trailer	041111	1	100-204-000	.00	80.00
Total 50113:								.00	80.00
04/11	04/15/2011	50114	6215	Schroeder Roberta	040711	1	100-204-000	.00	80.00
Total 50114:								.00	80.00
04/11	04/15/2011	50115	2516	Total Healthcare, Inc.	18440-80	1	100-4310-400-3	.00	70.00
Total 50115:								.00	70.00
04/11	04/15/2011	50116	4967	Touch Tone Communications	033111	1	100-4114-400-5	.00	5.82
04/11	04/15/2011	50116	4967	Touch Tone Communications	033111	2	100-4121-400-5	.00	7.59
04/11	04/15/2011	50116	4967	Touch Tone Communications	033111	3	100-4132-400-5	.00	9.13
04/11	04/15/2011	50116	4967	Touch Tone Communications	033111	4	100-4151-400-5	.00	17.74
04/11	04/15/2011	50116	4967	Touch Tone Communications	033111	5	100-4191-400-5	.00	17.74
04/11	04/15/2011	50116	4967	Touch Tone Communications	033111	6	100-4199-400-5	.00	7.59
04/11	04/15/2011	50116	4967	Touch Tone Communications	033111	7	100-4240-400-5	.00	10.89
04/11	04/15/2011	50116	4967	Touch Tone Communications	033111	8	100-4317-400-5	.00	13.54
04/11	04/15/2011	50116	4967	Touch Tone Communications	033111	9	210-4512-400-5	.00	24.58
04/11	04/15/2011	50116	4967	Touch Tone Communications	033111	10	100-4215-400-5	.00	58.35

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
04/11	04/15/2011	50116	4967	Touch Tone Communications	033111	11	310-4331-400-5	.00	3.39
04/11	04/15/2011	50116	4967	Touch Tone Communications	033111	12	320-4325-400-5	.00	3.39
04/11	04/15/2011	50116	4967	Touch Tone Communications	033111	13	210-4521-400-5	.00	14.43
04/11	04/15/2011	50116	4967	Touch Tone Communications	033111	14	620-4192-400-5	.00	7.59
04/11	04/15/2011	50116	4967	Touch Tone Communications	033111	15	310-4331-400-5	.00	7.59
04/11	04/15/2011	50116	4967	Touch Tone Communications	033111	16	320-4325-400-5	.00	7.59
04/11	04/15/2011	50116	4967	Touch Tone Communications	033111	17	100-4310-400-5	.00	15.27
Total 50116:								.00	232.22
04/11	04/15/2011	50117	2393	USDA Forest Service	041111	1	210-4512-400-5	.00	110.00
Total 50117:								.00	110.00
04/11	04/15/2011	50118	2960	Walmart Community	002266	1	210-4521-400-6	.00	101.76
04/11	04/15/2011	50118	2960	Walmart Community	002441	1	210-4521-400-6	.00	39.78
04/11	04/15/2011	50118	2960	Walmart Community	003718	1	100-4414-400-6	.00	13.94
04/11	04/15/2011	50118	2960	Walmart Community	011419	1	210-4521-400-6	.00	24.41
04/11	04/15/2011	50118	2960	Walmart Community	021590	1	100-4210-400-6	.00	39.64
Total 50118:								.00	219.53
04/11	04/15/2011	50119	6221	Wells Fargo Financial Leasing	6745051113	1	100-4194-400-5	.00	336.44
Total 50119:								.00	336.44
04/11	04/15/2011	50120	5958	Wells Fargo Home Mortgage	2983104	1	001-004-175	.00	84.79
Total 50120:								.00	84.79
04/11	04/15/2011	50121	5299	Wilson, Kirk	031511	1	100-4210-400-5	.00	95.45
04/11	04/15/2011	50121	5299	Wilson, Kirk	032211	1	100-4210-400-5	.00	184.06
Total 50121:								.00	279.51
04/11	04/15/2011	50122	1120	Xcel Energy Inc	036649475	1	210-4523-400-7	.00	73.38
04/11	04/15/2011	50122	1120	Xcel Energy Inc	0366662350	1	100-4194-400-4	.00	375.57
04/11	04/15/2011	50122	1120	Xcel Energy Inc	0367086647	1	100-4800-400-4	.00	43.09
04/11	04/15/2011	50122	1120	Xcel Energy Inc	037100998	1	210-4521-400-4	.00	83.47
04/11	04/15/2011	50122	1120	Xcel Energy Inc	037123432	1	100-4310-400-4	.00	161.52
Total 50122:								.00	737.03
Grand Totals:								.00	12,451.10

Dated: 4/25/11

Accounts Payable: \_\_\_\_\_

Finance Director: Charles Phillips

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April 28, 2011

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

Re: May 4, 2011 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 May 4, 2011 Rifle City Council Meeting.

1. Resolution No. 4, Series of 2011 (Conveyance of Easement to CDOT). The Colorado Department of Transportation requested that the City convey an easement to them for the purposes of constructing drainage improvements across Highway 6 at mile marker 93.3 adjacent to the City's recently acquired property for the new water treatment plant (the "Property"). The enclosed Resolution No. 4, Series of 2011 approves the enclosed Memorandum of Agreement setting forth the terms of the conveyance, including compensation, and authorizes the Mayor to sign the MOA and the Easement documents once they are drafted. The City is receiving compensation on a per acre basis similar to what it paid for the Property last year. According to the City Engineer, the Easement will not interfere with the City's use of the Property. Please see his memorandum for any additional information.

We recommend approval of Resolution No. 4, Series of 2011.

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



## Memo

**To:** City Council  
John Hier, City Manager

**From:** Lisa Cain, City Clerk

**Date:** April 22, 2011

**Subject:** Special Event Permit: Rifle Rendezvous Festival

Rifle Rendezvous Festival, Inc. has applied for a Special Event Permit at the Garfield County Fairgrounds (1001 Railroad Avenue) to provide liquor service at the festival on May 14, 2011.

The following criteria have been met by Rifle Rendezvous Festival, Inc.:

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

The Public Hearing was properly noticed on the premises. Representatives from Rifle Rendezvous Festival, Inc. will be present to discuss the application and answer questions.

Based on the above information, I recommend approval of this application.



## APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

**IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT  
 AND ONE OF THE FOLLOWING (See back for details.)**

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC                              | <input type="checkbox"/> PHILANTHROPIC INSTITUTION           |
| <input type="checkbox"/> FRATERNAL         | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER    | <input type="checkbox"/> POLITICAL CANDIDATE                 |
| <input type="checkbox"/> PATRIOTIC         | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL         | <input type="checkbox"/> RELIGIOUS INSTITUTION                 |  |

LIAB	TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:	DO NOT WRITE IN THIS SPACE
2110	<input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY	LIQUOR PERMIT NUMBER
2170	<input type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY	

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE <b>Rifle Rendezvous Festival</b>	State Sales Tax Number (Required) <b>2785 722</b>
--	--

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (Include street, city/town and ZIP) <b>PO Box 1876 Rifle CO 81650</b>	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) <b>Garfield County Fairground 1001 Railroad Ave Rifle, CO 81650</b>
---	---

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SECY OF ORG. or POLITICAL CANDIDATE		<b>Brook Lovin</b>	<b>70</b>
5. EVENT MANAGER		<b>Yvonne Schrett</b>	
6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____		7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____	

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED?  Yes  No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Date	Date	Date	Date
Hours From To	Hours From To	Hours From To	Hours From To	Hours From To
<b>May 19 2010</b> From 5 PM .m. To 10 PM .m.				

**OATH OF APPLICANT**

*I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.*

SIGNATURE	TITLE <b>PRES</b>	DATE <b>3-2-11</b>
-----------	----------------------	-----------------------

**REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)**

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

**THEREFORE, THIS APPLICATION IS APPROVED.**

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
SIGNATURE	TITLE	DATE

**DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY**

LIABILITY INFORMATION			
License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$ .



# Special Events Liquor License Permit Application



Name of Applicant / Organization: Rifle Rendezvous

Thank you for your interest in a Special Event in the City of Rifle. In addition to the State Application (Form #DR 8439), the following information must be provided in order for your application to be considered. Incomplete applications will be rejected. Please do not hesitate to contact the City Clerk with questions at (970) 625-6265.

1. The City requires that a Special Events Permit application be received no later than 45 days prior to the event. What is the date(s) of your event? May 14

2. What security measures have you taken to ensure your event will be safe for all participants and control entry of under age persons? ID checks and will hire CST to patrol

3. Per Rifle Municipal Code 6-5-170(a)(3), the City requires that at least one server, manager, or owner/operator, including volunteers, who has successfully completed an approved educational liquor serving seminar, is present at all times and is supervising the dispensing of alcoholic beverages. What is the name of the person(s) who has this certification and will be on the premises the entire time of your event? Bruce Lovin

4. Have you included the appropriate fees with your application? yes

Fees: For Malt, Vinous, and Spirituous Liquor

Check payable to the State of Colorado for \$25.00 per day AND

Check payable to the City of Rifle for \$25.00 per day

Fees: For Fermented Malt Beverage (3.2% Beer)

Check payable to the State of Colorado for \$10.00 per day AND

Check payable to the City of Rifle for \$10.00 per day

5. Does your diagram of the intended licensed premises include:

/ Measurements/dimensions of the area to be licensed?

/ Points of ingress/egress?

yes An outline in red of the area to be licensed?

6. Please provide a copy of a deed, lease, or written permission of the owner(s) for use of the premises.

7. I have read the Rifle Municipal Code provisions regarding (copies of these sections are attached to this form):

/ Section 7.04.010(a) No minors allowed on licensed premises

/ Section 7.04.060(a) Open container law

/ Section 7.08.160(a)(3) Educational requirements for Licensees

Signature: [Handwritten Signature]

Date: 3-3-11

**Garfield County Senior Programs**  
**9-PARTY MEMORANDUM OF UNDERSTANDING**  
**January 1, 2011 – December 31, 2011**

The County of GARFIELD, State of Colorado  
The City of Rifle, State of Colorado  
The City of Glenwood Springs, State of Colorado  
The Town of Carbondale, State of Colorado  
The Town of New Castle, State of Colorado  
The Town of Silt, State of Colorado  
The Town of Parachute, State of Colorado  
Colorado Mountain College  
Roaring Fork Transportation Authority

The Garfield County Board of County Commissioners through the Department of Human Services Senior Programs will provide congregate meals and transportation to Seniors in Garfield County. Nutrition will be provided at 7 congregate meal sites throughout the county. The Traveler will provide wheelchair accessible, door-to-door, demand-responsive, driver-assisted transportation to Garfield County residents sixty (60) years or older who have difficulty utilizing public transportation because it is unavailable, inaccessible, or unaffordable. Upon execution of this Memorandum of Understanding, (MOU), the participating agencies executing this MOU agree to share administrative and operational costs of the Senior Nutrition and Traveler Programs during the time period beginning January 1, 2011 through December 31, 2011, based on the attached Cost Methodology (Attachment 1). The Cost Methodology for this time period is based on the estimated 2010 budget and the level of services provided to each jurisdiction in Calendar Year 2009.

***Twelve Month Operating Budgets***

**Congregate Meal Services - Total Budget - \$333,704.00.** Please see Attachment 1, Cost Methodology, Page One, for complete breakdown of each participating agencies share of administrative and operation costs.

**CONGREGATE MEAL/NUTRITION PROGRAM SCHEDULE**

Monday

- SUNNYSIDE SENIOR CENTER (located at 601 21<sup>st</sup> Street, Glenwood Springs, CO) on Mondays and Thursdays at 12:00 p.m.
- CASTLE VALLEY RANCH SENIOR Housing (aka The Gathering, located at 201 New Castle Blvd., New Castle, CO) at 12:00 p.m.

Tuesday

- COLORADO MOUNTAIN COLLEGE (CMC) LUCY HUNTLEY SENIOR CENTER (aka Chat 'n Chew Meal Program located at 1402 Blake Avenue, Glenwood Springs, CO) at 12:00 p.m.

- RIFLE SENIOR CENTER (aka Senior Delight Meal Program located at 50 Ute Ave in Rifle, CO at 12:00 p.m.

Wednesday

- CRYSTAL MEADOWS SENIOR HOUSING (located at 1250 Hendrick Drive in Carbondale, CO) at 12:00 p.m.
- VALLEY SENIOR CENTER (located 540 North Parachute Avenue in Parachute, Colorado) at 12:00 p.m.
- BURNING MOUNTAIN FIRE STATION (aka Meet n' Eat' Meal Program located at 611 Main Street in Silt, CO) at 12:00 p.m.

Thursday

- RIFLE SENIOR CENTER (aka Senior Delight Meal Program located at 50 Ute Ave in Rifle, CO) at 12:00 p.m.
- SUNNYSIDE SENIOR CENTER (located at 601 21<sup>st</sup> Street, Glenwood Springs, CO) at 12:00 p.m.

Friday

- COLORADO MOUNTAIN COLLEGE (CMC) LUCY HUNTLEY SENIOR CENTER (aka Chat 'n Chew Meal Program located at 1402 Blake Avenue, Glenwood Springs, CO) at 12:00 p.m.
- RIFLE SENIOR CENTER (aka Senior Delight Meal Program located at 50 Ute Ave in Rifle, CO) at 12:00 p.m.

**Transportation Services – 2011 Total Budget - \$322,622.00.** Please see Attachment 1, Cost Methodology, Page Two, for complete breakdown of each participating agencies share of administrative and operation costs.

**TRAVELER TRANSPORTATION SERVICE SCHEDULE**

COMMUNITY	DAY OF WEEK OR MONTH	SERVICE DESCRIPTION	NORMAL HOURS OF OPERATION	NUMBER OF VEHICLES
Glwd. Spgs.				
	Monday	Client transportation	8a-4p	1
	Tuesday	Client transportation	8a-4p	1
	Tuesday	Client/Meal site transportation	8a-4p	1
	Wednesday	Client transportation	8a-4p	1
	Thursday	Client transportation	8a-4p	1
	Friday	Client transportation	8a-4p	1
	Friday	Client/Meal site transportation	8a-4p	1

	2 <sup>nd</sup> Thursdays	Client transportation to/from Grand Junction, also picking up people from other communities in the I-70 corridor	8a-4p	
<u>Carbondale</u>				
	Wednesday	In-town Client and Meal site transportation	8a-4p	1
	Thursday	Client transportation to/from Glenwood Springs	8a-4p	1
<u>Rifle</u>				
	Monday	Client transportation	8a-4p	1
	Tuesday	Client//Meal site transportation	8a-4p	1
	Wednesday	Client transportation	8a-4p	1-3
	Thursday	Client/Meal site transportation	8a-4p	1
	Friday	Client transportation	8a-4p	2
<u>Parachute</u>				
	Wednesday	Client/Meal site transportation. Note: This service begins and ends in Rifle and transports clients and meals. When it returns to Rifle it helps with client transportation within Rifle.	10:30a – 1:30p	1
	On Call	Parachute is served on an on call basis for clients that have Silt or Rifle doctor appointments.	N/A	1

<u>Silt</u>				
	Wednesday	Client/Meal site transportation. Note: This service begins and ends in Rifle and transports clients and meals. When it returns to Rifle it helps with client transportation within Rifle.	10:30a – 1:30p	1
	On Call	Silt is served on an on call basis for clients that have Silt or Rifle doctor appointments.	N/A	1
<u>New Castle</u>				
	On Call	New Castle is served on an on call basis for clients that have Silt or Rifle doctor appointments.	N/A	1

***Agreed upon Cash Contribution (based on Attachment 1 – 2011 Cost Methodology, Page Three):***

	<i>2011</i>	<i>2011</i>	<i>2011</i>
<i>Jurisdiction</i>	<i>Nutrition Contribution</i>	<i>Transportation Contribution</i>	<i>Net Adjusted Total</i>
Carbondale	\$1,115.26	\$0.00	<b>\$1,115.26</b>
Glenwood Springs	\$4,487.30	\$0.00	<b>\$4,487.30</b>
New Castle	\$806.76	\$0.00	<b>\$ 806.76</b>
Silt	\$1,645.63	\$3,137.22	<b>\$4,782.85</b>
Parachute	\$290.98	\$1,568.61	<b>\$1,859.59</b>
Rifle	\$9,740.48	\$57,322.46	<b>\$67,062.94</b>
Garfield County	\$133,481.60	\$161,311.00	<b>\$294,792.60</b>

**\$374,907.29\***

The above amount does not include \$20,000.00 for Paratransit services. Services will be negotiated in separate agreement between Glenwood Springs and RFTA, if the City of Glenwood Springs and RFTA wish to continue use of Traveler vehicles for the Paratransit program.

\*Please see Attachment 1, Cost Methodology, Page Three, for complete breakdown of each participating agencies contribution breakdown.

**2011 Traveler Budget – TOTAL ESTIMATED 2010 COST - \$364,788.59 -**

Please see Attachment 1, Cost Methodology, Page Four, for complete breakdown.

The Garfield County Board of County Commissioners, the City of Rifle, the City of Glenwood Springs, the Town of Carbondale, the Town of New Castle, the Town of Silt, the Town of Parachute, Colorado Mountain College, and the Roaring Fork Transportation Authority agree to the allocation of costs detailed above and outlined in the attached cost methodology. Each party will reimburse Garfield County on or before June 30, 2010, in one annual payment in the amounts listed above by check made payable to GCDHS (Garfield County Department of Human Services) at 195 West 14<sup>th</sup> Street, Rifle, CO 81650.

**Notices.** Notices to be provided under this Agreement shall be given in writing either by hand delivery or by certified return receipt requested United States mail, to the following:

Notice to Carbondale            Tom Baker, Town Manager  
Town of Carbondale  
511 Colorado Ave.  
Carbondale, CO 81623  
(970) 963-2733 ext. 1207  
[tbaker@carbondalecto.net](mailto:tbaker@carbondalecto.net)

Notice to CMC                    Jill Boyle, Sr. Vice President  
Colorado Mountain College  
831 Grand Avenue  
Glenwood Springs, CO 81601  
(970) 947-8321

Notice to New Castle            Andy Barton, Town Administrator  
New Castle Town Hall  
450 West Main Street  
P O Box 90  
New Castle, CO 81647  
970) 984-2311  
[abarton@newcastlecolorado.org](mailto:abarton@newcastlecolorado.org)

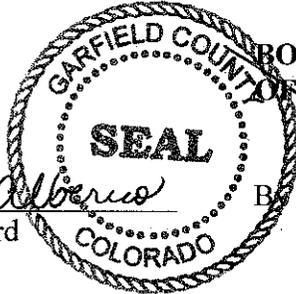
Notice to Glenwood Springs    Jeff Hecksel, City Manager  
City of Glenwood Springs  
101 W. 8<sup>th</sup> Street  
Glenwood Springs, CO 81601  
970) 384-6500

Notice to Parachute	Robert Knight, Town Administrator Town of Parachute 222 Grand Valley Way, PO BOX 100 Parachute, CO 81635 (970) 285-7630 <a href="mailto:ParaTA@parachutecolorado.com">ParaTA@parachutecolorado.com</a>
Notice to RFTA	Dan Blankenship, Chief Executive Officer Roaring Fork Transportation Authority 2307 Wulfohn Road Glenwood Springs, CO 81601 (970) 384-4981 <a href="mailto:dblankenship@rfta.com">dblankenship@rfta.com</a>
Notice to Rifle	John Hier, City Manager City of Rifle 202 Railroad Ave Rifle, CO 81650 (970) 625-6266 <a href="mailto:jhier@rifleco.org">jhier@rifleco.org</a>
Notice to Silt	Pam Woods, Town Administrator Town of Silt 231 N. 7th Street, PO BOX 70 Silt, CO 81652 970-876-2353
Notice to County	Mary Baydarian, Director Garfield County Department of Human Services 195 West 14 <sup>th</sup> Street Rifle, CO 81650 (970) 625-8282 <a href="mailto:mbaydarian@garfield-county.com">mbaydarian@garfield-county.com</a>

IN WITNESS WHEREOF, the parties have caused this MOU to be executed effective January 1, 2011

ATTEST:

Jean M Alberico  
Clerk to the Board



BOARD OF COUNTY COMMISSIONERS  
OF GARFIELD COUNTY, COLORADO

John Martin  
John Martin, Chairman

ATTEST:

CITY OF RIFLE, COLORADO

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

By: \_\_\_\_\_  
Keith Lambert, Mayor

ATTEST:

**BOARD OF COUNTY COMMISSIONERS  
OF GARFIELD COUNTY, COLORADO**

*Jean M. Albert*  
Clerk to the Board



*[Signature]*  
John Martin, Chairman

ATTEST:

**TOWN OF CARBONDALE, COLORADO**

\_\_\_\_\_  
Town Clerk

By:

*[Signature]*  
\_\_\_\_\_  
Stacey Patch Bernot, Mayor



ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF GARFIELD COUNTY, COLORADO

Jean M. Alleno  
Clerk to the Board

By

[Signature]  
John Martin, Chairman

ATTEST:

TOWN OF NEW CASTLE, COLORADO

[Signature]  
Town Clerk

By

[Signature]  
Frank Breslin, Mayor





ATTEST:

Jeann Alberius  
Clerk to the Board

BOARD OF COUNTY COMMISSIONERS  
OF GARFIELD COUNTY, COLORADO

By

John Martin, Chairman

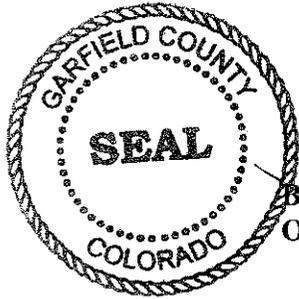
ATTEST:

\_\_\_\_\_  
Town Clerk

TOWN OF SILT, COLORADO

By:

Dave Moore, Mayor



ATTEST:

Jean M. Alberico  
Clerk to the Board

BOARD OF COUNTY COMMISSIONERS  
OF GARFIELD COUNTY, COLORADO

By

[Signature]  
John Martin, Chairman

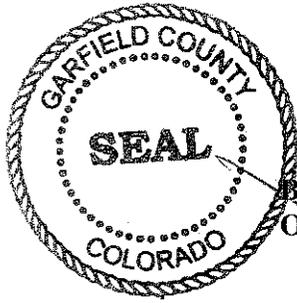
ATTEST:

[Signature]  
Town Clerk

TOWN OF PARACHUTE, COLORADO

By:

[Signature]  
Judith M. Beasley, Mayor



ATTEST:

Jean M. Alheues  
Clerk to the Board

BOARD OF COUNTY COMMISSIONERS  
OF GARFIELD COUNTY, COLORADO

By

[Signature]  
John Martin, Chairman

ATTEST:

\_\_\_\_\_  
Secretary

COLORADO MOUNTAIN COLLEGE

By

[Signature]  
Jill Boyle, Executive Vice President



ATTEST:

Jean M. Allierio  
Clerk to the Board

BOARD OF COUNTY COMMISSIONERS  
OF GARFIELD COUNTY, COLORADO

By

John Martin, Chairman

ATTEST:

\_\_\_\_\_

By

Dan Blankenship, Executive Director



**Nutrition Budget**

Annual

9/9/2010

Staff: 75% Manager & 100% Program Coordinator

Wages	\$ 99,139.00
Employee Benefits	\$ 45,665.00
Professional - Other	\$ 165,000.00
Repair and Maintenance	\$ 250.00
Rental of Land & Buildings	\$ 500.00
Communications	\$ 2,000.00
Printing and Binding	\$ 2,500.00
DHS - Destruction of Records	\$ 100.00
Travel	\$ 1,500.00
Motor Pool Charges	\$ 2,000.00
Professional Affiliations	\$ 300.00
Training	\$ 500.00
Office Supplies	\$ 1,000.00
Operating Supplies	\$ 6,000.00
Computer Supplies	\$ 1,000.00
Freight, postage, Delivery	\$ 1,500.00
Other Supplies	\$ 1,500.00
Copy Machine Usage	\$ 750.00
Food - non travel related	\$ 500.00
Machinery and equipment	\$ 500.00
Computer Equipment	\$ 1,500.00

**Total 12 Month Budget \$333,704.00**

Less AAA funding	\$ 129,136.00
Less Program Income	\$ 53,000.00
<b>Grant &amp; Program Income Total</b>	<b>\$ 182,136.00</b>

40% County Share of Total Expenses	\$ 133,481.60
<b>Garfield County Share</b>	<b>\$ 133,481.60</b>

Projected Income/County Share	\$ 315,617.60
<b>Income less expenses</b>	<b>\$ 18,086.40</b>

**Municipal Budget Share for Distribution \$ 18,086.40**

NUTRITION BREAKDOWN SUMMARY FOR MUNICIPALITIES			<i>Municipal</i>
<i>Jurisdiction</i>	<i># of Meals Served *</i>	<i>Percent of Total</i>	<i>Nutrition Contribution</i>
Carbondale	1146	6.17%	\$1,115.26
Glenwood Springs	4611	24.81%	\$4,487.30
New Castle	829	4.46%	\$806.76
Silt	1691	9.10%	\$1,645.63
Parachute	299	1.61%	\$290.98
Rifle	10009	53.86%	\$9,740.48
<b>Municipal Total</b>	<b>18585</b>	<b>100.00%</b>	<b>\$18,086.40</b>

*\*90% of meals were deducted from Parachute total numbers due to Battlement Mesa  
Original number was 2997*

<b>Transportation Budget</b>	Annual	9/9/2010
Mgr salary 25%	\$ 14,061.00	
Benefits @25% Mgr	\$ 4,711.00	
Communications	\$ 100.00	
<b>Total County Expenses</b>	<b>\$ 18,872.00</b>	
<b>RFTA</b>	<b>\$ 323,750.00</b>	
<b>MINUS GWS Paratransit</b>	<b>\$ (20,000.00)</b>	
<b>Total Expenses</b>	<b>\$322,622.00</b>	
Less Program Income	\$ (20,000.00)	
Less CSBG	\$ (44,546.00)	
<b>Total G/P Income</b>	<b>\$ 64,546.00</b>	
Less 50% County Share	\$ (161,311.00)	
<b>Total County Share</b>	<b>\$ (161,311.00)</b>	
<b>Total Revenue</b>	<b>\$ 225,857.00</b>	
<b>Income less expenses</b>	<b>\$ 96,765.00</b>	
Municipal Budget Share for Distribution	\$ 96,765.00	

<b>TRANSPORTATION BREAKDOWN Based on July 2009-June 2010 Usage</b>						
<i>Jurisdiction</i>	<i># of Rides Provided</i>	<i>Percent of Total</i>	<i>Cost Breakdown</i>	<i>Share of RFTA Overhead</i>	<i>Allocation of RFTA Overhead</i>	<i>Transportation Contribution</i>
Carbondale*	192	1.80%	\$1,739.76	\$442.66	0	\$1,739.76
Glenwood Springs*	4782	44.78%	\$43,330.86	\$11,024.89	0	\$43,330.86
New Castle*	248	2.32%	\$2,247.19	\$571.76	0	\$2,247.19
Silt	276	2.58%	\$2,500.90	\$636.32	\$636.32	\$3,137.22
Parachute	138	1.29%	\$1,250.45	\$318.16	\$318.16	\$1,568.61
Rifle	5043	47.22%	\$45,695.84	\$11,626.62	\$11,626.62	\$57,322.46
Balance of RFTA overhead paid by Garco				\$16,413.60	\$28,452.90	
<b>MUNICIPAL TOTAL</b>	<b>10679</b>	<b>100.00%</b>	<b>\$96,765.00</b>	<b>\$41,034.00</b>	<b>\$41,034.00</b>	<b>\$137,799.00</b>
<b>RFTA Overhead Total</b>				<b>\$41,034.00</b>		
<b>RFTA Overhead minus Garco 40% share</b>				<b>\$24,620.40</b>		
<b>* RFTA Members</b>					<b>Total Contributions and RFTA Overhead</b>	<b>\$137,799.00</b>

8/26/2009

COMBINED CONTRIBUTION BREAKDOWN

<i>Jurisdiction</i>	<b>2011</b>		<b>2011 Total</b> Prior to <i>Adjustments</i>	<b>2011</b>		<b>2011</b> <b>Total</b> <i>Annualized*</i>	<b>Mitigation**</b> Transportation <i>Adjustment</i>	<b>2011</b>		<b>2011</b> <b>Net Adjusted</b> <b>Total</b>
	<i>Contribution</i>	<i>Transportation</i> <i>Contribution</i>		<i>Nutrition</i> <i>Annualized*</i>	<i>Transportation</i> <i>Annualized*</i>			<i>Contribution</i>	<i>Transportation</i> <i>Contribution***</i>	
Carbondale	\$1,115.26	\$1,739.76	<b>\$2,855.01</b>	\$3,170.40	\$2,446.55	<b>\$5,616.95</b>	<b>\$1,739.76</b>	\$1,115.26	\$0.00	<b>\$1,115.26</b>
Glenwood Springs	\$4,487.30	\$43,330.86	<b>\$47,818.15</b>	\$15,139.55	\$53,078.01	<b>\$68,217.56</b>	<b>\$43,330.86</b>	\$4,487.30	\$0.00	<b>\$4,487.30</b>
New Castle	\$806.76	\$2,247.19	<b>\$3,053.95</b>	\$1,496.14	\$1,006.38	<b>\$2,502.52</b>	<b>\$2,247.19</b>	\$806.76	\$0.00	<b>\$806.76</b>
Silt	\$1,645.63	\$3,137.22	<b>\$4,782.85</b>	\$3,817.54	\$936.67	<b>\$4,754.21</b>		\$1,645.63	\$3,137.22	<b>\$4,782.85</b>
Parachute	\$290.98	\$1,568.61	<b>\$1,859.59</b>	\$890.56	\$219.22	<b>\$1,109.78</b>		\$290.98	\$1,568.61	<b>\$1,859.59</b>
Rifle	\$9,740.48	\$57,322.46	<b>\$67,062.94</b>	\$30,231.60	\$61,102.32	<b>\$91,333.92</b>		\$9,740.48	\$57,322.46	<b>\$67,062.94</b>
Garfield County	\$ 133,481.60	\$ 161,311.00	<b>\$294,792.60</b>	\$61,497.20	\$190,075.12	<b>\$251,572.32</b>		\$133,481.60	\$161,311.00	<b>\$294,792.60</b>
							<b>\$47,317.80</b>			<b>\$374,907.29</b>

\*Use Costs per July 2009-June, 2010

\*\*Transportation mitigation amount for RFTA members (up to \$57,500)

## 2008-2009 Nutrition Program

All Meal Participants	Total Meals	Total Meals	All Meal Participants	Total	% of Total
Sites		% of total	July 2008 - June 2009	Meals	
Carbondale	1013	4.78%	Glenwood & Sunnyside	4946	23.32%
Glenwood	3239	15.27%	Rifle & Rifle Friday	10329	48.71%
SunnySide	1707	8.05%	Carbondale	1013	4.78%
New Castle	639	3.01%	New Castle	639	3.01%
NC Evening	0	0.00%	Silt	1373	6.47%
Silt	1373	6.47%	Parachute	2907	13.71%
Rifle	7228	34.08%	<b>Totals</b>	<b>21207</b>	<b>100.00%</b>
Parachute	2907	13.71%			
Rifle Friday	3101	14.62%			
<b>Totals</b>	<b>21207</b>	<b>100.00%</b>			

## 2008-2009 Transportation Program

Municipalities	Total Rides	Total Rides	July 2008-June 2009	Total Rides	%
Battlement Mesa	186	186	County	3056	20.65%
Parachute	23	23	Parachute	23	0.16%
Rifle	5322	5322	Rilfe	5322	35.96%
Silt	175	175	Silt	175	1.18%
New Castle	120	120	New Castle	120	0.81%
Glenwood Springs	5891	5891	Glenwood Springs	5891	39.80%
Carbondale	214	214	Carbondale	214	1.45%
Rural Garfield County	2870	2870	<b>Total</b>	<b>14801</b>	<b>100.00%</b>
<b>Total County Rides</b>	<b>14801</b>	<b>14801</b>			

July 1, 2008 through June 30, 2009

July 1, 2009- June 30, 2010

## 2009-2010 NUTRITION PROGRAM

All Meal Participants	Total Meals	Total Meals	All Meal Participants	Total	% of Total
Sites		% of total	July 2009 - June 2010	Meals	
Carbondale	1146	5.35%	Glenwood & Sunnyside	4611	21.54%
Glenwood	2889	13.50%	Rifle & Rifle Friday	10009	46.76%
SunnySide	1722	8.04%	Carbondale	1146	5.35%
New Castle	829	3.87%	New Castle	829	3.87%
Silt	1691	7.90%	Silt	1691	7.90%
Rifle	6782	31.68%	Parachute	2997	14.00%
Parachute	2997	14.00%	Volunteer Banquet	123	0.57%
Rifle Friday	3227	15.08%	<b>Totals</b>	<b>21406</b>	<b>100.00%</b>
Volunteer Banquet	123	0.57%			
<b>Totals</b>	<b>21406</b>	<b>99.43%</b>			

## 2009-2010 TRANSPORTATION PROGRAM

Municipalities	Total Rides	Total Rides	July 2009-June 2010	Total Rides	%
Battlement Mesa	233	186	County *	4125	27.86%
Parachute	138	23	Parachute	138	0.93%
Rifle	5043	5322	Rilfe	5043	34.07%
Silt	276	175	Silt	276	1.86%
New Castle	248	120	New Castle	248	1.68%
Glenwood Springs	4782	5891	Glenwood Springs	4782	32.30%
Carbondale	192	214	Carbondale	192	1.30%
Rural Garfield County	3892	2870	<b>Total</b>	<b>14804</b>	<b>100.00%</b>
<b>Total County Rides</b>	<b>14804</b>	<b>14801</b>	* includes Battlement Mesa numbers		

January 2010- December, 2011 Traveler Budget

Administrative Personnel	Unit Cost	Classification	Subtotal	Hrly Wage	Hrs/Week	Hours	50.56% Yrly Wage	Benefits
1/2 Coordinator/Supervisor	\$35,491.50			\$25.00	20	1,051.60	\$26,290.00	\$9,201.50
Dispatch/Office Manager	\$51,107.76			\$18.00	40	2,103.20	\$37,857.60	\$13,250.16
			<b>\$86,599.26</b>		60	3,154.80	\$64,147.60	\$22,451.66

Driver Personnel

Part-Time Driver	\$17,610.62			16.82	14.75	775.56	\$13,044.92	\$4,565.70
CC	\$19,262.14			16.82	18	946.44	\$15,919.12	\$3,343.02
LM	\$26,752.97			16.82	25	1314.5	\$22,109.89	\$4,643.08
TS	\$10,968.63			16.82	10.25	538.94	\$9,064.97	\$1,903.66
JW	\$17,121.89			16.82	16	841.28	\$14,150.33	\$2,971.56
KW	\$14,981.66			16.82	14	736.12	\$12,381.54	\$2,600.12
KWI	\$18,192.03			16.82	17	893.86	\$15,034.73	\$3,157.30
Fill In Driver	\$10,701.20			16.82	10	525.8	\$8,843.96	\$1,857.24
			<b>\$135,591.13</b>		125	6572.5	\$110,549.45	\$25,041.68

Administrative Expenses

Telephone/Communications	\$5,055.76	
Vehicle Insurance	\$27,048.36	
Educational Supplies	\$2,527.88	
Office Supplies	\$2,022.30	
Miscellaneous Charges	\$1,011.16	
Staff Training	\$2,527.88	
Travel	\$2,527.88	
Postage	\$1,011.16	
Subtotal		<b>\$43,732.38</b>

Operating Expenses

Repairs/Maintenance Agreement	\$21,430.26	
Repair Supplies	\$505.58	
Gasoline/Fuel	30334.62	
Other Supplies	\$1,011.16	
Equipment Rental	\$1,011.16	
Facility Rent	\$1,011.16	
Equipment	\$2,022.30	
Custodial Supplies	\$505.58	
Subtotal		<b>\$57,831.82</b>

Total Direct Annual Traveler Expense **\$323,754.59**

Cost per Week \$6,157.37

Number of Weeks 1/1 - 12/31 52

Estimated Direct Costs 12 Month **\$323,754.59**

Allocated overhead @6.24/hr **\$41,034.00**

Total Estimated Year cost **\$364,788.59**

EXHIBIT A: Budgeted amounts assume inclusion of City of Glenwood Springs "paratransit" services.

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**INTEROFFICE MEMORANDUM**

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**TO:** JOHN HIER, CITY MANAGER  
**FROM:** MATT STURGEON, ASSISTANT CITY MANAGER  
**SUBJECT:** GARFIELD COUNTY NATURAL HAZARD MITIGATION PLAN PARTICIPATION  
**DATE:** 4/29/2011  
**CC:** DARYL MEISNER, POLICE CHIEF

---

Garfield County has invited municipalities and special districts to participate in its Natural Hazard Mitigation Planning process. The County is asking if these jurisdictions wish to create a Multi-Jurisdictional Plan in an effort to make the entire County eligible for federal hazard mitigation funding opportunities under the Disaster Mitigation Act of 2000.

The request to participate brings no financial obligation, however jurisdictions that elect to participate will be expected to engage their staff in the planning process as well as officially adopt their "annex" to the Garfield County Multi-Hazard Mitigation Plan. Garfield County has consultants contracted through 2011 that will assist Rifle staff in preparing the City's hazards identification.

Staff has placed a resolution provided by the County on the Council's May 4 agenda.

**CITY OF RIFLE, COLORADO**  
**RESOLUTION NO. 3**  
**SERIES OF 2011**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, EXPRESSING ITS INTENT TO PREPARE AN ANNEX TO THE GARFIELD COUNTY, COLORADO MULTI-HAZARD PRE-DISASTER MITIGATION PLAN.

WHEREAS, the City of Rifle, Colorado, recognizes the threat that certain hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS, an adopted Multi-Hazard Pre-Disaster Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

WHEREAS, the City of Rifle, Colorado, plans to fully participate in the preparation of an annex to the Garfield County Multi-Hazard Mitigation Plan; and

WHEREAS, the City of Rifle, Colorado, intends to officially adopt their annex (upon completion) to the “Garfield County, Colorado Multi-Hazard Pre-Disaster Mitigation Plan” as an official plan of the City.

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

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

Section 2. The City will submit this Letter of Intent/Resolution to the Garfield County Office of the County Manager as a record of its commitment to participate as a local jurisdiction in the Garfield County Pre-Disaster Multi-Hazard Mitigation Plan Process.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 4<sup>th</sup> day of May, 2011.

CITY OF RIFLE, COLORADO

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

City of Rifle, Colorado  
Resolution No. 3, Series of 2011  
Page 2 of 2

ATTEST:

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City Clerk



**TO:** John Hier, City Manager  
**FROM:** Dick Deussen, P.E., City Engineer  
**RE:** Easement for CDOT for Culvert on U.S. 6  
**DATE:** April 27, 2011

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Please ask City council to grant a permanent and temporary (construction) easement to CDOT by resolution to replace and maintain a drainage structure and culvert across U.S. 6 at mile post 93.3. The easement is located on the southeast corner of the property, north of U.S. 6, purchased for the new water treatment plant. CDOT has assessed the value and has made an offer of \$1,420, including legal costs, for the easements.

The area is adjacent to U.S. 6 where drainage from Mile Pond crosses both U.S. 6 and the Union Pacific Railroad and is primarily a wetlands area at present. The area is outside of the area needed for construction of the water treatment facility.

The culvert is an existing 36 inch CMP which is to be replaced with a 60x38 inch RCP. A screened inlet structure would be constructed to prevent large objects from entering the culvert. CDOT will maintain this screen and will provide access for maintenance purposes off of U.S. 6 as shown in the attachment. The pipe is to be installed by trenching and the roadway will be closed during installation.

The City has a 14 inch PVC raw water main crossing at this location which supplies raw water to the GMWTP for treatment. CDOT, in their design, is making every effort to avoid any conflict as the pipeline is just above the existing culvert. This is the reason for a squashed pipe (wider on the horizontal plane). The 14 inch must also remain in service after the new water plant is constructed to discharge brine from the RO units back to the river.

City Staff will provide inspection during excavation around the water main and to verify that protection is provided for further construction activities. We will also verify the main is insulated to prevent freezing.

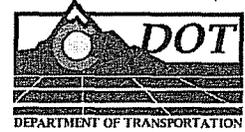
Staff recommends accepting their offer of \$1,420 and granting the easements to CDOT by approving the Resolution.

Attachment:



# STATE OF COLORADO

DEPARTMENT OF TRANSPORTATION  
*Region 3 Right of Way*  
222 South Sixth Street, Room 317  
Grand Junction, Colorado 81501  
Phone No. (970) 683-6238  
FAX No. (970) 683-6249



Project No.: C 0063-037  
Location: US 6 Culvert Repair MP 93.3  
Project Code: 18141  
Parcel: PE-1 & TE-1

April 21, 2010

Via: Hand Delivered  
City of Rifle, a Colorado Municipality  
John Hier, City Manager  
202 Railroad Avenue  
Rifle, CO 81605

**RE: This Offer to Purchase letter includes: PE-1 and TE-1 within a portion of said parcels lying within Section 15, T. 6 S., R 93 W., 6<sup>th</sup> P.M.**

- The Colorado Department of Transportation (CDOT) is seeking to acquire one (1) permanent easement, Right-of-Way (ROW) for construction and maintenance of a drainage structure and related appurtenances, and one (1) temporary easement, for construction of a drainage structure. The easements are located at mile post 93.3 (approximate) on US Highway 6, Rifle, CO. The overall project is a culvert repair and replacement project.
- The Colorado Department of Transportation offers you the following amount as fair market value compensation for your property. The amount offered was determined by a value finding in accordance with applicable State law and requirements. The compensation offered by CDOT for the permanent easement acquisition and temporary easement is calculated as follows:

**Permanent Easement (PE)-1:** A permanent easement for construction and maintenance of drainage structure and related appurtenances. A total of 6,702 square feet/ 0.154 acre as shown on plan sheet 2.01 enclosed herein. The calculation of compensation for PE-1 is as follows: 0.154 Acre x \$7,761.00/ Acre/50% = \$597.60.

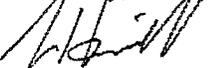
**Temporary Easement (TE)-1:** A temporary easement for construction of drainage structure, containing a total of 6,716 square feet/ 0.154 acre as shown on plan sheet 2.01 enclosed herein. The temporary easement will become effective upon the date of entry for construction. The easement will remain in effect during construction and shall terminate 10 days after the conclusion of construction and in any event no later than 12 months after the start of construction. The calculation of compensation for TE-1 is as follows: 0.154 Acre x \$7,761.00/ Acre/10% per annum = \$119.52.

- The Fair Market Value (FMV) offered as total compensation for all interest in the parcels, easements, improvements and all damages to the remaining portions of your property is **\$720.00 (Rounded)**. Refer to items 1-3 below for an itemized breakdown of CDOT's offer of FMV.

1. Permanent Easement(s).....	\$	597.60
2. Temporary Easement(s).....	\$	119.52
3. Improvements.....	\$	N/A
4. Benefits/Damages ( Cost to Cure).....	\$	0.00
5. Total .....	\$	720.00 (Rounded)

- There are no identified real property improvements including fixtures to be acquired, which are not owned by the landowner.
- If you are in agreement with the Department's offer, **please have the appropriate City Official(s) sign and date the Memorandum of Agreement** in the box identified as 'Grantor', on page 2 of 2. **We will also require a copy of the executed resolution, signed by the City that provides the approval of the City to transfer this property and the authority of the party who can execute the Real Estate Agreement (MOA) as well as who can execute the conveyance of easement documents.** Also please complete the W-9 form and return them to me in the enclosed self-addressed, postage-paid envelope.
- We have also enclosed a Demographic Information form. This form allows CDOT to collect demographic information in order to document CDOT's compliance with several federal civil rights laws. You are not required to provide this information, however if you choose to complete this information, please return it in the enclosed pre-paid envelope containing the Denver, CO address.
- Thank you for your immediate attention to this matter and should you have any questions, please do not hesitate to contact me at (970) 683-6238.

Sincerely,



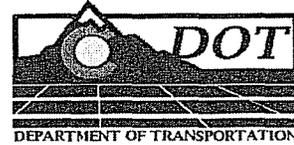
Jim Harville  
ROW Specialist

Enclosures:

Memorandum of Agreement form # 784  
CDOT Right-of-Way Plans colored to illustrate the proposed acquisition  
Legal Descriptions  
Request for Taxpayer Identification Form (W-9)  
Summary of Fair Market Value form #240  
Demographic Information Form and self addressed stamped envelope  
Right-of-Way Information Booklet  
Self addressed stamped envelope  
Sample Resolution

# STATE OF COLORADO

DEPARTMENT OF TRANSPORTATION



## OFFER OF FAIR MARKET VALUE

Project Code: 18141  
Parcel No: PE-1 & TE-1  
Project No: C 0063-037  
Location: US 6 Culvert Repair MP 93.3, Rifle  
Date: 02//2011

Dear City of Rifle:

The Colorado Department of Transportation offers you the following amount as fair market value compensation for your property. The amount offered was determined in accordance with applicable Federal and State laws and requirements.

1.	Land .....	\$N/A
2.	Permanent & Slope Easements .....	\$597.60
3.	Temporary Easements .....	\$119.52
4.	Improvements .....	\$N/A
5.	Damages .....	\$N/A
6.	Less Benefits (credit) .....	\$N/A
7.	<b>TOTAL .....</b>	<b>\$720.00 (Rounded)</b>

We based our determination on the following information:

- a. Identification of the real property to be acquired: Right of Way Plan Sheets Attached
- b. Type of interest being acquired: Permanent and Temporary Easements
- c. Identification of all improvements, including fixtures, to be acquired: N/A
- d. Identification of real property improvements, including fixtures, to be acquired which are not owned by the landowner: N/A

Sincerely,

  
Jim Harville  
Real Estate Specialist

Attachment

cc: Project Development Branch (ROW Services)  
Region ROW

CDOT Form #240  
10/08

Previous editions are obsolete and may not be used

**COLORADO DEPARTMENT OF  
TRANSPORTATION  
MEMORANDUM OF  
AGREEMENT**

Project Code: 18141

Parcel No: PE-1 & TE-1

Project No: C 0063-037

Location: US 6 Culvert Repair MP 93.3, Rifle

County: Garfield

State Highway No: US 6

This agreement made on (date) \_\_\_\_\_ is between the State of Colorado for the use and benefit of the Colorado Department of Transportation (GRANTEE) for the purchase of the parcel(s) listed above from the Owner(s) **City of Rifle, a Colorado Municipality** (GRANTOR).

Just compensation was determined by an appropriate valuation procedure prepared in accordance with Colorado state laws and regulations. The amount of money and/or compensation listed below is full consideration for the following land, easements, improvements, and damages of any kind.

Land (described in attached exhibits)	Sq.ft <input type="checkbox"/> /acres <input type="checkbox"/>	\$N/A
Permanent and Slope Easements (described in attached exhibits)	0.154 Sq.ft <input type="checkbox"/> /acres <input checked="" type="checkbox"/>	\$597.60
Temporary Easements (described in attached exhibits)	0.154 Sq.ft <input type="checkbox"/> /acres <input checked="" type="checkbox"/>	\$119.52
Improvements N/A		\$N/A
Damages N/A		\$N/A
	Gross Total	<b>\$720.00 (Rounded)</b>
	Less Credit	\$ N/A
	Net Total	<b>\$720.00 (Rounded)</b>

Other conditions: PE-1 is a permanent easement for construction and maintenance of a drainage structure and related appurtenances. TE-1 is a temporary easement for construction of drainage structure for a 12 month duration, beginning on the date of entry for construction. TE-1 (temporary easement) will remain in effect during construction and shall terminate 10 days after the conclusion of construction and in any event no later than 12 months after the start of construction.

**The GRANTOR:**

- 1) Will, at the closing, pay all taxes (including prorated taxes for the current year) and special assessments for the current year;
- 2) Has entered into this agreement only because the GRANTEE has the power of eminent domain and requires the property for public purposes;
- 3) Be responsible for securing releases from all liens, judgments and encumbrances to deliver clear, unencumbered title to GRANTEE. Any encumbrance required to be paid by GRANTOR shall be paid at or before closing from the proceeds of the transaction hereby contemplated or from any other source;
- 4) Will execute and deliver to GRANTEE those documents indicated below;
- 5) Excepts from the subject property described herein in the attached Exhibits, the mineral estate and including all coal, oil, gas and other hydrocarbons, and all clay and other valuable mineral in and under said subject property. The GRANTOR hereby covenants and agrees that the GRANTEE shall forever have the right to take and use, without payment of further compensation to the GRANTOR, any and all sand, gravel, earth, rock, and other road building materials found in or upon said subject property and belonging to the GRANTOR; and
- 6) The GRANTOR further covenants and agrees that no exploration for, or development of any of the products, as described above, and owned by the GRANTOR heretofore or hereafter the date set forth above and hereby excepted will ever be conducted on or from the surface of the premises described in the attached Exhibits, and that in the event any of such operations may hereafter be carried on beneath the surface of said premises, the GRANTOR shall perform no act which may impair the subsurface or lateral support of said premises. These

covenants and agreements hereunder, shall inure to and be binding upon the GRANTOR and its heirs, personal and legal representatives, successors and assigns forever.

NOTE: At GRANTOR'S sole discretion, the GRANTOR may convey the underlying mineral estate owned by GRANTOR to the GRANTEE. GRANTEE makes no representations about the nature, title or value of the mineral estate. In transactions where GRANTOR conveys the underlying mineral estate to GRANTEE, Paragraphs 5 and 6, as set forth above, will be deleted from this Memorandum of Agreement and the conveyance document.

GRANTOR conveys the underlying mineral estate to GRANTEE. Paragraphs 5 and 6 are hereby deleted from the Memorandum of Agreement and the conveyance document.

The GRANTEE:

- 1) Will be entitled to specific performance of this agreement upon tender of the agreed consideration;
- 2) Will be held harmless from any claims against the property or to any interest in the property, except for any benefits due under relocation law;
- 3) Will make payment after receiving acceptable conveyance instruments from the GRANTOR;
- 4) Will take possession and use of the parcel(s) when it deposits the consideration, as set forth above, into an escrow account for the benefit of the GRANTOR, or when GRANTEE disburses funds to GRANTOR. Transfer of title to the parcel(s) shall occur upon performance of any and all terms under this agreement, and release of the payment from escrow to the GRANTOR, unless other arrangements are made that follow Title III of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended; and
- 5) Will prepare the following documents:

- |  |  |
|--|--|
| <input type="checkbox"/> General Warranty Deed                     | <input type="checkbox"/> Utility Easement              |
| <input type="checkbox"/> Access Deed                               | <input checked="" type="checkbox"/> Permanent Easement |
| <input type="checkbox"/> Full Release(s) Book/Page:                | <input type="checkbox"/> Slope Easement                |
| <input type="checkbox"/> Partial Release(s) Book/Page:             | <input type="checkbox"/> Temporary Easement            |
| <input type="checkbox"/> Or (specify)                              |  |
| <input type="checkbox"/> Title Company to prepare documents except |  |

Order Warrant \$720.00	Payable to: <b>City of Rifle, a Colorado Municipality</b>
Order Warrant \$	Payable to:
<b>Real Estate Specialist</b>	<b>GRANTOR signature</b> <span style="float: right;"><b>Attach form W-9</b></span>
	<b>GRANTOR (if applicable)</b>
<b>Division approval (Region ROW Manager/Supervisor)</b>	<b>GRANTEE signature</b>

cc: Project Development Branch – ROW Services (original)

Property Owner  
 Region Right-of-Way Manager

Region Program Engineer/Resident Engineer/Project Engineer

CDOT Form #784 – 2/09a

**Editions prior to 2/09 are obsolete and may not be used**

**EXHIBIT "A"**

**COLORADO DEPARTMENT OF TRANSPORTATION  
PROJECT NUMBER: C 0063-037  
PERMANENT EASEMENT NUMBER: PE 1  
PROJECT CODE: 18141  
DATE: April 13, 2011  
DESCRIPTION**

A Permanent Easement No. PE 1 of the Department of Transportation, State of Colorado Project No. C 0063-037 containing 6,701 sq. ft. (0.154 acres), more or less, in Section 15, Township 6 South, Range 93 West, of the 6th Principal Meridian, in Garfield County, Colorado, said tract or parcel being more particularly described as follows:

Commencing at a point on the northerly right of way line of US Highway 6, whence a Witness Corner to the NW Corner of Section 15, Township 6 South, Range 93 West of the 6<sup>th</sup> Principal Meridian, an aluminum cap properly marked and including "WC 50, 2000, LS 15710", bears N 70° 51' 35" W, a distance of 2638.68 said point also being the TRUE POINT OF BEGINNING;

1. Thence N. 25°31'10" W., a distance of 34.00 feet;
2. Thence S. 64°28'50" W., a distance of 16.00 feet;
3. Thence N. 25°31'10" W., a distance of 18.00 feet;
4. Thence S. 64°28'50" W., a distance of 55.00 feet;
5. Thence S. 22°59'18" W., a distance of 27.94 feet;
6. Thence S. 64°28'50" W., a distance of 45.00 feet;
7. Thence S. 32°26'10" W., a distance of 63.12 feet;
8. Thence N. 64°28'44" E., a distance of 190.43 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described Permanent Easement contains 6,701 sq. ft. (0.154 acres), more or less.

The purpose of the above-described Permanent Easement is for the construction and maintenance of drainage structure and related Appurtenances.

Basis of Bearings: All bearings are based on a grid bearing of N64°31'23"E between CM-MP 93.1 and CM-MP 93.5. Both monuments are CDOT Type II project control monuments located along US Highway 6 and marked appropriately for their milepost location. The survey data was obtained from a Global Positioning System (GPS) survey based on a local geodetic system.

*This description was prepared by Jackson E. Messenger, PLS for and on behalf of the Colorado Department of Transportation, 222 S. 6<sup>th</sup> Street, Room 317, Grand Junction, Co 81501*





**EXHIBIT "A"**

**COLORADO DEPARTMENT OF TRANSPORTATION  
PROJECT NUMBER: C 0063-037  
TEMPORARY EASEMENT NUMBER: TE 1  
PROJECT CODE: 18141  
DATE: April 13, 2011  
DESCRIPTION**

A Temporary Easement No. TE 1 of the Department of Transportation, State of Colorado Project No. C 0063-037 containing 6716.31 sq. ft. (0.1542 acres), more or less, in Section 15, Township 6 South, Range 93 West, of the 6<sup>th</sup> Principal Meridian, in Garfield County, Colorado, said tract or parcel being more particularly described as follows:

Commencing at a point on the northerly right of way line of US Highway 6, whence a Witness Corner to the NW Corner of Section 15, Township 6 South, Range 93 West of the 6<sup>th</sup> Principal Meridian, an aluminum cap properly marked and including "WC 50, 2000, LS 15710", bears N 66° 36' 24" W, a distance of 2460.78 said point also being the TRUE POINT OF BEGINNING;

1. Thence N 32°26'09" E, a distance of 128.17 feet
2. Thence N 64°28'49" E, a distance of 135.00 feet
3. Thence S 25°31'11" E, a distance of 16.00 feet
4. Thence S 64°28'49" W, a distance of 55.00 feet
5. Thence S 22°59'17" W, a distance of 27.94 feet
6. Thence S 64°28'49" W, a distance of 45.00 feet
7. Thence S 32°26'09" W, a distance of 63.12 feet
8. Thence S 64°28'44" W, a distance of 69.21 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described Temporary Easement contains 6716.31 sq. ft. (0.1542 acres), more or less.

The purpose of the above-described Temporary Easement is for the construction of drainage structure and related Appurtenances.

Basis of Bearings: All bearings are based on a grid bearing of N64°31'23"E between CM-MP 93.1 and CM-MP 93.5. Both monuments are CDOT Type II project control monuments located along US Highway 6 and marked appropriately for their milepost location. The survey data was obtained from a Global Positioning System (GPS) survey based on a local geodetic system.

*This description was prepared by Jackson E. Messenger, PLS for and on behalf of the Colorado Department of Transportation, 222 S. 6<sup>th</sup> Street, Room 317, Grand Junction, Co 81501*





**CITY OF RIFLE, COLORADO**  
**RESOLUTION NO. 4**  
**SERIES OF 2011**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, AUTHORIZING THE TRANSFER OF AN EASEMENT TO THE COLORADO DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF CONSTRUCTING DRAINAGE IMPROVEMENTS AT OR NEAR HIGHWAY 6 MILE MARKER 93.3.

WHEREAS, the City of Rifle, Colorado (the “City”) is the owner of certain real property described in the attached exhibits (the “Property”); and

WHEREAS, the Property is necessary for the installation and maintenance of certain drainage improvements for Highway 6 at or near mile marker 93.3 (the “Project”); and

WHEREAS, the Colorado Department of Transportation (“CDOT”) has negotiated with the City for the conveyance of a temporary construction easement and a non-exclusive permanent easement over the Property to CDOT so that CDOT can construct and maintain the Project (the “Easements”); and

WHEREAS, the City’s conveyance of the Easements to CDOT will not interfere with the City’s public use of the Property so long as the Project does not interfere with the City’s infrastructure installed in the Property; and

WHEREAS, the City is willing to convey the Easements over the Property to CDOT pursuant to the terms and conditions in that certain memorandum of agreement for CDOT Project No. C 0063-037 (the “MOA”), which includes the payment of the fair market value to the City for the conveyance of the Easements.

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

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

Section 2. The Mayor of the City of Rifle is hereby authorized on behalf of the City to execute all documents necessary to convey to CDOT the Easements for the construction, installation, operation, maintenance and repair of the Project, including the MOA and Easement Deed together with such other documents or instruments as may be required in order to carry out the purpose and intent of this Resolution.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 4<sup>th</sup> day of May, 2011.

CITY OF RIFLE, COLORADO

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

ATTEST:

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



## Memo

**To:** City Council  
John Hier, City Manager

**From:** Lisa Cain, City Clerk / Human Resources Director

**Date:** April 27, 2011

**Subject:** Alternate Representative to County Senior Advisory Board

Philip Antes submitted the attached application requesting he be considered for re-appointment to the Rifle Housing Authority Board. The subject seat's term runs through April 30, 2016.



# Rifle Housing Authority

## Rifle Housing Authority Board Application 2011

Name: Philip D. Antes  
Address: PO Box 365 0040 CR 332  
City: Rifle State: CO Zip: 81650  
Phone: 970-625-2490 Cell: None  
Email: None

**Please answer all questions. Attach additional sheets as necessary.**

Why would you like to be on the Housing Authority Board?

*Community Service*

*My Dad was an RHA resident in early 90's*

*To honor the people who started & served the RHA who were my  
elders & peers in this community.*

What talents and experience can you bring to the Board?

*Bookkeeping & accounting*

*Understanding of RHA operations*

What is your current involvement in Rifle's Housing Authority, if any?

*Board member since 1994*

Please return this form and attachments to:  
Rifle Housing Authority, 250 Ute Ave Rifle CO 81650  
By 4pm, March 10, 2011



## Memorandum

**TO:** Garfield County Commissioners  
**FROM:** John Hier, City Manager  
**DATE:** April 1, 2011  
**RE:** Funds Committed to Assist Rifle Economic Development Projects

---

In 2010 Garfield County assisted the City of Rifle with plans to develop and attract businesses to the former UMTRA site. The preliminary work was completed and presently a new business, Cacaloco, is locating on the site. The County included \$500,000 of the original commitment within its 2011 budget to partner with the City in additional economic development efforts of the site.

Recently the City has begun redevelopment of the former Valley Lumber site. This property is being redeveloped for business, and presently, Brenden Theaters plans to build a seven plex movie theater on the site. The City hopes to attract other businesses including restaurants and commercial development to the property.

The City plans to retain ownership of this property and will enter into long term leases for commercial development.

The City is functioning as developer of the site and will install all infrastructures and improve streets and entryways into the property. Cost is estimated in excess of 1.5 million dollars.

We believe we have a true economic development opportunity with this property. Therefore, we are requesting that Garfield County consider amending its agreement with the City concerning the former UMTRA site, to permit the committed funds to be used on either site. We have attached a revised IGA for your consideration which makes that possible.

Both sites will ultimately be redeveloped, however, at the present time, there is more interest in the Valley Lumber property and we believe we should target our joint resources to that property.

Thank you for your consideration of this request.

Sincerely,

John Hier  
City Manager  
City of Rifle



CITY OF RIFLE

**CITY OF RIFLE-GARFIELD COUNTY**

**INTERGOVERNMENTAL AGREEMENT  
REGARDING  
ECONOMIC DEVELOPMENT**

**ENERGY INNOVATION CENTER SITE /VALLEY LUMBER PROPERTY  
REDEVELOPMENT**

THIS INTERGOVERNMENTAL AGREEMENT regarding economic development (hereinafter **AAgreement@**) is entered into this \_\_ day of \_\_\_\_\_, 2011 by and between the CITY OF RIFLE, a Colorado Home Rule Municipality (hereinafter the **ACity@**), and the BOARD OF COUNTY COMMISSIONERS, COUNTY OF GARFIELD, COLORADO, a legal and political subdivision of the State of Colorado (hereinafter the **ACounty@**).

**WITNESSETH:**

WHEREAS, pursuant to the provisions of Section 29-1-201 *et seq.*, C.R.S., as amended, the parties hereto have the authority and are encouraged to enter into intergovernmental agreements to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, the City owns certain real property known as the Energy Innovation Center Site (**AEIC Site@**) located at 2515 West Centennial Parkway, Rifle, Colorado which the City has master planned to be developed as an energy innovation center with the construction of a renewable energy industrial park to compliment the City=s vision as an Energy Village (the **AEnergy Innovation Center Concept@**); and

WHEREAS, the construction of improvements to facilitate development of the EIC Site and further the Energy Innovation Center Concept is estimated to cost \$2,370,000; and

WHEREAS, The City is the owner of the so-called "Valley Lumber Property" as generally shown on Exhibit A attached hereto and incorporated herein by this reference for which the City applied for and received a grant from the Colorado Department of Local Affairs in the amount of \$25,000 for the design of infrastructure and drainage improvements to the Valley Lumber Property to make the entire parcel investment ready; and

WHEREAS, the design of infrastructure is complete with an engineer's estimate of \$1,000,000 to construct the necessary improvements for the redevelopment of the Valley Lumber Property; and

WHEREAS, the City has negotiated a lease with Brenden Theatre Corporation for the construction of a multi-plex movie theatre on the Valley Lumber Property which will be a draw for additional development on planned retail pad sites on the Valley Lumber Property; and

WHEREAS, the County supports the City=s Energy Innovation Center Concept and the redevelopment of the Valley Lumber Property as economic drivers for western Garfield County and desires to assist the City with the infrastructure costs to further such projects.

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

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as if set forth in full.

2. Energy Innovation Center and Valley Lumber Property Infrastructure.

A. Design and Construction of Infrastructure. The City shall be solely responsible to design and construct the infrastructure necessary for the EIC Site and the Valley Lumber Property on a schedule it deems necessary to further either project.

B. County Contribution towards Construction Costs. The County agrees to contribute to the City \$500,000.00 towards the costs of the construction of the infrastructure for either the EIC Site or the Valley Lumber Property. The County agrees to make its payment to the City within ten (10) days of the City=s notice to the County that it has awarded the bid for the construction of the improvements for either the EIC Site or the Valley Lumber Property.

3. Payments Subject to Annual Appropriations. Any payment obligation required under this Agreement shall be subject to annual appropriations by each party. The parties are not under obligation to make any future apportionment or allocation to this Agreement. Notwithstanding any other terms of this Agreement, it is expressly understood and agreed that: (1) Any financial obligation, whether direct or contingent, for all or any part of the work under this Agreement shall extend only to monies duly and lawfully appropriated and budgeted by the parties irrevocably pledged pursuant to the purposes of this Agreement; (2) The parties do not by this Agreement irrevocably pledge present cash reserves for payments in this or future fiscal years; (3) This Agreement is not intended to create a multiple/fiscal year direct or indirect financial obligation of the parties; and (4) The obligation of the parties for expenditure obligations, if any, arising during subsequent fiscal years in which this Agreement could be extended and be in effect, shall only extend to utilization of payment of monies appropriated and budgeted and encumbered for the purpose of this Agreement in the fiscal year in which obligations arise.

4. Notice. All notices, requests, demands, consents, and other communications pertaining to this Agreement shall be transmitted in writing and shall be deemed duly given when received by the parties at their addresses below or any subsequent addresses provided to the other party in writing.

**City of Rifle-Garfield County  
Intergovernmental Agreement for Economic Development  
Energy Innovation Center Site/Valley Lumber Site Redevelopment**

**Notice to the City:** City of Rifle  
c/o City Manager  
P.O. Box 1908  
Rifle, CO 81650

**With Copy to:** Karp Neu Hanlon, P.C.  
P.O. Drawer 2030  
Glenwood Springs, CO 81602

**Notice to County:** Garfield County  
c/o Garfield County Manager  
108 Eighth Street, Suite 213  
Glenwood Springs, CO 81601

**With Copy to:** Garfield County Attorney=s Office  
108 Eighth Street, Suite 219  
Glenwood Springs, CO 81601

5. **Indemnity/No Waiver of Governmental Immunity Act.** The County and the City agree to reciprocal indemnification of the other party for any claim brought against one party as a result of activities of the other party pursuant to this Agreement. Nothing herein shall be deemed a waiver of the Colorado Governmental Immunity Act (C.R.S. '24-10-101 *et. seq.*- the AGIA@) for either party. The parties shall defend and hold each other harmless to ensure that there is no contravention of the intent of the GIA regardless of which party=s property a claim from the activities subject to this Agreement may arise.

6. **Captions.** The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

City of Rifle-Garfield County  
Intergovernmental Agreement for Economic Development  
Energy Innovation Center Site/Valley Lumber Site Redevelopment

7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the City and the County have caused this Agreement to be executed in duplicate originals on the day and year first set forth above.

**CITY OF RIFLE, COLORADO**

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

ATTEST:

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

**BOARD OF COUNTY COMMISSIONERS  
OF GARFIELD COUNTY, COLORADO**

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

ATTEST:

\_\_\_\_\_  
County Clerk

# *Manager's Report*

April 28, 2011

As I have previously noted, the level of activity in all City Departments, has increased during the past several months. Virtually all employees are working on special projects or spring maintenance. My report is as follows:

## ***Street Work***

SGM Engineering is preparing cost estimates and design work for those street projects approved for reconstruction and /or overlay work in 2011. When all plans and specifications are complete, this work will be placed out for competitive bidding.

O & M crews are repairing pot holes and recently have begun crack sealing work in the western section of the City. The crack sealing will continue throughout spring until temperatures rise too high to continue.



## ***Utility Issues***

City Engineer Dick Deussen is supervising several projects. First, the Rifle pond by-pass water line will soon be under construction. Gould Construction Company has the contract for this work.

When complete, the by-pass line will enable the water treatment plant at Graham Mesa to pump water directly from the Colorado River to the Graham Mesa plant for treatment. This will help solve the problem with smell and odor problems which have been created by algae growth in the pond during the past two years.

Second, the televising and cleaning of City sewer lines in the northeast sector of the City is scheduled to begin within the next two weeks.

Notices to residents will be made via newspaper and by individual notice delivered to each home by City staff.

Dick is also monitoring the energy audit at the Waste Water Treatment Plant and is working with the Visitor Improvement Fund Advisory Board (VIF) concerning the proposed boat ramp.

Finally, the Waste Water Treatment Plant has a new employee. Pat Lake was recently hired to fill a vacant operator position, and he began employment with the City on April 26<sup>th</sup>.

### **Health Insurance**

The employee advisory committee is continuing to work on the details of the new health insurance plan with CTSI. The work is very tedious and complicated.

First, all the minute details of the new plan must be organized in a format that can be presented to all employees. Following completion of that task, our committee and the consultants will conduct an “all hands” meeting to explain the program.

Finally, an open enrollment will be scheduled in late May, where all employees will be required to sign up for one of the plans being offered.



### **Other Projects Or Programs Underway Include:**

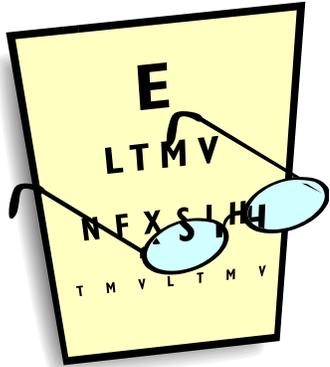
1. The Rock Gym. Aleks Briedis is ordering equipment for the gym, and has begun advertising for one full time position. The Rifle Regional Economic Development Corporation (RREDC) is renovating the interior of the building to accommodate the gym and the gymnastics programs.
2. The City staff will present a revised IGA to Garfield County, on May 2<sup>nd</sup>, concerning economic development and the County’s commitment to assist Rifle with redevelopment of the former UMTRA site, and the Rifle Creek Plaza. This IGA is also scheduled on the City Council’s agenda for May 4<sup>th</sup>.
3. Parks crews are preparing all City outdoor recreation facilities for spring use, and are working on irrigation systems.
4. Spring Cleanup is being organized for the dates of May 9<sup>th</sup> to May 19<sup>th</sup>. Brochures have been mailed to all City residents.
5. Finally, staff and I will make a presentation to the Rifle Rotary club on May 3<sup>rd</sup>, concerning the City’s water treatment plants, and the plans for a new water treatment plant. We will be conducting a taste test at Rotary using Reverse Osmosis water, and the standard water produced at the Graham Mesa Plant.

As always, I hope this report is informative. Please call me with any questions or thoughts you may have.

Thanks,

John Hier  
City Manager







## ***ENGINEERING / PUBLIC WORKS / UTILITIES***

**PROJECT STATUS REPORT as of: 5/4/11**

**Bold Text = New Information**

### **Capital Improvement Projects**

#### **Water Treatment Plant Design**

The Basis of Design Report (BODR) and drawings have been submitted for Staff review, comments made and returned to the consultant. An updated BODR is expected with the 60% submittal. **An architectural presentation of the proposed water treatment facility building has been made to Staff.**

The Membrane Process Equipment System was awarded to General Electric (Zenon Environmental Corporation) which included shop drawings of the membrane system, a demonstration pilot test, and purchase of the units. **The shop drawings for the membrane system have been delivered and are under review. The pilot demonstration test is underway at the GMWTP.** The test is being conducted to verify design criteria proposed by GE using Colorado River water.

To obtain funds from USDA will require an Environmental Report (ER) and Corps of Engineers will require an Environmental Assessment (EA) for an Individual Permit in lieu of a Nationwide Permit. **The consultant is preparing these documents which are to be completed in May (due to additional information required by SHPO).**

CDOT has issued an access permit for an entrance to the plant site from U.S. 6. Plans are being prepared for the entrance. A preliminary grading plan for the plant site is underway.

A preliminary draft of the raw water pipeline alignment has been submitted and reviewed by Staff.

## **Bypass Pipeline at Rifle Pond**

This project, funded partially by a STAG Grant, will consist of a bypass pipeline from the River Intake to the raw water pump station and a bore across U.S. 6 for a future raw water pipeline to the new Water Treatment facility. **A nationwide permit from the Corps of Engineers has been issued which does not include a bore under the railroad. However, Union Pacific Railroad has issued a permit to the City for construction of a pipeline in the future beneath the rail line as part of the RRWPF.** A permit application has been sent to CDOT but a permit has not yet been issued. **The contractor has returned the signed agreement, bonds and insurance. A preconstruction meeting has been held and the contractor is proceeding with construction.**

## **Playground at Centennial Park**

A playground north of the great bowl in Centennial Park in an undeveloped area is being planned by our consultant. **Staff has reviewed and approved the Master Plan layout.**

## **Deerfield Park**

A cost for Phase 1 construction has been developed and plans are being prepared for review. **Staff has reviewed the 60% submittal and design is proceeding on final documents.**

## **Rifle Arterial Transportation Engineering (S.H. 13 & U.S. 6)**

Alternatives reviewed and evaluated for both the gateway entrance to the City and Park Avenue extension can be viewed on [www.riflegateway.com](http://www.riflegateway.com). Staff has authorized design of several phases included in the original contract. Plans (Phase 1) are being prepared for CDOT review of changes to S.H. 13 south of Centennial Parkway which includes reducing two lanes to one to allow Whiteriver traffic to merge with Railroad Avenue traffic safely before the bridge over the river. Notification was received last week that the project, Phase 1, has been placed on the STIP. **CDOT has reviewed and approved the preliminary design and final engineering drawings are underway.**

## **Energy Park Improvements**

Phase 1 improvements include roadways, water and sewer service, a solids line extension from the RRWWRF to the composting plant, electrical service, detention ponds, landscaping and drainage swales. A gravity service to the existing sewer is also included. The contractor has paved the roadways and installed water and sewer mains. The solids line from the RRWWRF has

been installed. Trees have been planted and the irrigation system has been installed. **The stormwater detention pond outlet and completion of the gravel shoulders along the roadway have now been completed as well as the final punch list items. Final payment is scheduled for next Council meeting.**

## **Biosolids Removal at the North Wastewater Plant**

The third lagoon has been drained and sludge is ready for composting at the site. The second lagoon has also been drained. The first lagoon will be emptied and the work completed this year. The contractor is back on site and water (rain and snow melt accumulated during the winter) is being removed.

## **Water Sales Building**

The project has been put on hold because software is unavailable to mesh with the Finance Department software.

## **Valley Lumber Site Demolition**

**This work is almost complete except for small miscellaneous items which will be removed during construction of the infrastructure.**

## **Valley Lumber Infrastructure Design**

**The design of improvements including grading, water mains, drainage, shallow utilities, landscaping and concrete work is nearing completion. A traffic report has been submitted to the City and to CDOT. The installation of the 18 inch trunk sewer, 10 inch sewer in the alley south of 3<sup>rd</sup> Street and a service lateral to Country Attic have been completed. The water main and trail adjacent to Rifle Creek are under construction.**

## **Expansion of O&M Service Center**

It is proposed to add a 30 foot wide by 78 foot long bay on the east side of the building with garage doors at each end. Approvals from CDPHE and DOE have been obtained to build the addition. **The contractor has indicated that steel for the addition will be delivered the first week of May.** Staff is waiting to receive a site and building plan for review.

## **Energy Process Audit**

**The purpose of this work is to investigate the operations and process equipment of the Rifle Regional Wastewater Reclamation Facility to determine if savings in energy cost can be realized. The Contractor,**

**Active Energies & Tetra Tech, is reviewing the past energy usage from Xcel and Sun Edison at the plant and reviewing operational procedures. The treatment process presently in use is also being reviewed to determine if it can be modified to reduce electrical use.**

## **Banner Pole Replacement/Addition**

Staff and DDA are reviewing several types of poles, bases and fittings to be placed on either side of Railroad Avenue and 3<sup>rd</sup> Street at about five locations. These will be placed back-of-sidewalk. Providing electricity at four locations is being considered. Locations for the poles have been determined. **A foundation design has now been detailed and Staff is finalizing a cost estimate.**

## **Relocate/Replace Street Lights at Roundabouts**

Xcel has prepared new plans for replacement of one pole and relocation of three street lights on the west side between the eastbound off ramp roundabout and the Airport Road roundabout. **The new pole and fixtures have now been delivered. City staff will remove and replace sections of sidewalks and Xcel will install the facilities.**

## **Boat Ramp**

We have initiated meetings with CDOT regarding access to the Colorado River from the rest area. They have supplied a lease agreement for our review. A preliminary layout of the access, parking, ramp and picnic areas has been completed. The next stage involves preparation of an environmental report for CDOT and obtaining a permit from the Corps of Engineers. Staff prepared a RFP for use by the VIF. A consultant has been selected and is presently working on the report.

## **UPS System for Traffic Signals**

**A Request for Proposals for a battery backup system for the traffic signals along Railroad Avenue has been advertised and bids are due May 6<sup>th</sup>.** This would eliminate signal light outages due to power failures and increase the safety of the traveling public. **Only one bidder was at the mandatory prebid meeting although three bidders had requested the RFP. It may be necessary to reject all bids if the price from a single contractor is larger than the budgeted amount.**

## **2011 Street Improvements**

**Our consultant has been awarded the design work to overlay 7<sup>th</sup> Street from Whiteriver Avenue to Birch Avenue as well as Aspen Avenue from**

**5<sup>th</sup> to 7<sup>th</sup> Streets. Also included in the design work is reconstruction of 8<sup>th</sup> Street from Railroad Avenue to East Avenue. Improvements to the drainage system at 7<sup>th</sup> Street and Birch Avenue and repairing Whiteriver Avenue at 1<sup>st</sup> Street will be included as Alternates. A survey of 8<sup>th</sup> Street has been completed.**

## **North Railroad Avenue and S.H. 13 Improvements**

CDOT has issued a contract for safety improvements to this intersection. It will look similar to the existing layout except the roadway will be super elevated by lowering the ground level along the north edge. Additional islands will be installed as well as a pedestrian crossing at the north end of Railroad Avenue. Staff will be approving the Traffic Control plan, inspecting the connection to City streets, storm drains and any water main or sewer disruption. **Construction has begun and was scheduled for completion in 60 days until a delay because of groundwater occurred, which will move completion back about 2 weeks.** 21<sup>st</sup> Street has been closed at S.H. 13 for the duration of the project. A detour of vehicles (except for large trucks) down Whiteriver Avenue will be for a few weeks during one phase of the work.

## **Acacia Avenue Water Main Extension**

Our consultants have completed the survey and are preparing designs for a water main extending from the south end of Acacia avenue to Whiteriver Avenue along the existing trail. A preliminary (30%) design has been prepared and reviewed by Staff. This will provide a loop to guarantee water service to residents of Deerfield and Rimrock subdivisions during periods when the 3 mg tank is off the system.

## **Cleaning and Televising Sewer Mains**

**Agreement, bonds and insurance have been provided by the contractor. A kickoff meeting is scheduled for May 10<sup>th</sup> and the project description has been placed in the newspaper notifying homeowners and businesses that the work will be in their neighborhoods. Notification will appear on Channel 10 in the near future and door hangers have been printed.**

## **Street Lights for Farmers Market**

Staff has requested a cost from Xcel to install lights on East Avenue from 2<sup>nd</sup> to 3<sup>rd</sup> Streets for the proposed location for the Farmers Market this year. Xcel is preparing a design to obtain a cost for installation.

## **Street Light at Service Center**

**Xcel will install a light at the entrance to the Service Center off of U.S. 6 during the month of May.** Employees when called out at night to obtain vehicles for plowing or water main breaks, for instance, have difficulty in seeing the entrance and unlocking the gate and the light will also improve safety and security.

## **Fairway Avenue/State Highway 13 Interchange**

Work has begun on this interchange which is being inspected by the local consultant employed by the Queen's Crown developer and CDOT. City staff is reviewing the traffic control plan and underground water, sewer and storm drainage facilities.

## **Irrigation System Audits**

An RFP has been advertised for contractors to conduct irrigation system audits in Rifle for various citizens, who request the audit. The audits would be free to the homeowners (contractor paid by from a grant to the City). Recommended improvements by the contractor, if requested by the homeowners, would receive a rebate of \$100, \$200 or \$300 depending upon the required improvement. Proposals are due May 5, 2011.

## **U.S. 6 Culvert**

CDOT will be replacing a 36 inch CMP culvert under U.S. at mile post 93.3 (near the proposed water treatment facility) with a 60x36 inch RCP. In order to construct this improvement, they require a permanent easement and a temporary (construction) easement. They will be presenting a cash offer for the use of the easements for our consideration. Construction will be by open trench, across the roadway.

## **Northeast Pump Station**

An additional pump and motor/switchgear is to be installed to meet demand from the Northeast Pressure Zone. **An electrical design has been prepared and costs are being obtained from pump suppliers.**

### **Development Projects**

**Staff is working on the following development projects:**

**Development projects on hold because of the present economic downturn:**

Pioneer Mesa, Phase 2  
Scalzo Ranch (The Grove)  
Comfort Suites  
Remington Square  
Eagles Nest

14<sup>th</sup> Street Marketplace  
West Side Mobile Homes  
Whiteriver Plaza  
The Farm

**Development projects presently under construction include:**

Rifle Heights (minor punch list items remain)  
Creekside Townhomes (punch list items)  
NUTS sidewalk demolition  
North Pasture Commercial  
Mountain Family Health Center  
Senior Center Air Conditioning

**Projects in progress through Planning/Engineering are:**

Kum & Go at Centennial Parkway and Railroad Avenue  
Kum & Go at 26<sup>th</sup> Street  
Kum & Go at 14<sup>th</sup> Street  
Queen's Crown  
Roan View Industrial Park  
Rimrock  
Trapper Hollow  
Rifle Airpark  
Mendoza Restaurant Remodel  
Burgess Dental Office  
Mor Storage Lot  
**Blacktail Drive Improvements**

**Right-of-Way Permits**

Active permits for Contractors to use the public R/W include:

Scupper installation at New Ute Theater  
688 Park Avenue sewer service repair  
Telephone connection on Howard Avenue

**Garfield County Projects within the Rifle Area**

**Garfield County Airport Runway Realignment and Improvements**

The City improvements in this project are now complete with only one punch list item **and the as-builts** remaining.

## **Garfield County Airport Water and Sewer System Expansion**

A report has been delivered on deficiencies in the existing water/wastewater systems at the Airport and a meeting was held to discuss these concerns with the County Airport Manager, who will correct the deficiencies.



1313 Sherman Street, Room 618 • Denver, Colorado 80203 • Phone (303) 866-3437 • FAX (303) 866-3206 • [www.colorado.gov/parks](http://www.colorado.gov/parks)

April 6, 2011

Dear Valued Partner:

I am writing on behalf of Colorado State Parks to update you on plans to repurpose three State Parks. In a previous letter I relayed a strategy to address the state's financial challenges for Fiscal Year 11-12 that involved Harvey Gap near Rifle as well as Paonia and Sweitzer State Parks near Delta. The letter discussed the proposal to transfer these parks into the State Wildlife Area (SWA) system.

This letter is to inform you that, after further discussion and review, we are putting that strategy on hold at least as it pertains to the state's Fiscal Year 11-12, and that those facilities will remain open as parks. While we continue to face a significant decline in financial resources we are seeking other solutions we hope will allow these important facilities to stay open to the public.

In a related development, legislation (Senate Bill 11-208) is under consideration in the Colorado General Assembly that would consolidate the Division of Parks and Outdoor Recreation with our sister agency, the Division of Wildlife. Should that legislation be approved, the Department of Natural Resources believes it would bring greater efficiency, may help us find savings that will reduce the current budget deficit facing our parks system, and allow us to continue to provide important opportunities to hunters and anglers.

However, the creation of a new agency, the Division of Parks and Wildlife, will also likely lead to a broader look across all of our State Parks and SWAs to ensure that each property is most effectively meeting the needs of the public. Such a review could reveal that some SWAs are more appropriate as parks, and that some parks make more sense as SWAs. With that in mind, we want to be clear that we may take another look at these properties as part of this broader, statewide analysis.

We continue to appreciate the great interest and concern the communities have expressed for these parks and we understand the important role they play for local economies and environments. Thank you for your patience and understanding as we work through this very challenging period for our state.

Respectfully,

Dean Winstanley  
Director



# City of Rifle

## in conjunction with

# Garfield County Landfill

May 9th through May 12th, 2011  
May 16th through May 19th, 2011

### REGULATIONS

- ◆ All residences East of Railroad Ave. and HWY 13 must have their items set in the street by Sunday night, May 8th. It may take a week to remove all items.
- ◆ All residences West of Railroad Ave. and HWY 13 must have their items set in the street by Sunday night May 15th. It may take a week to remove all items.
- ◆ All residences South of I-70 must have their items set in the street by Sunday night May 15th.
- ◆ Trailer parks must keep their items in front of their residence or next to the road adjacent to their home. **No community piles will be picked up.**
  
- \* Limited to less than five cubic yards per residence
- \* Brush & tree limbs (must not exceed four feet in length) must be neatly stacked and tied.
- \* Wood, metal, furniture and appliances.
- \* **Hazardous items cannot be picked up** (includes batteries, tires, paints, gas or air cylinders, gas tanks, sealed containers, waste oil, antifreeze, copiers, television sets or computer monitors, computers, pesticides, paint thinners, etc.
- \* Do not place items against walls or fences .
- \* **City crews will not go onto private property to pick up items.**
- \* Do not place items in a landscaped area; machinery may cause damage.
- \* Keep all debris separate from your regular trash containers so it will not interrupt your regular trash service.
- \* Do not place items out in the area that you do not want picked up such as: wheelbarrow's, trash cans, tubs, etc.

**CREWS WILL ONLY MAKE ONE TRIP THROUGH YOUR NEIGHBORHOOD, SO IT'S IMPORTANT THAT ALL ITEMS BE READY BY THE TIMES STATED ABOVE.**

FOR ADDITIONAL INFO CALL CITY HALL AT 970-665-6490

C.A.R.S. at 625-1477 will accept clean uncontaminated motor oil, appliances, metal, cars, and batteries (fees may apply)

# 4th Annual Spring Clean-Up



DRAFT DRAFT

May 3, 2011

BLM Oil Shale and Tar Sands Resources Leasing Programmatic EIS Scoping  
Argonne National Laboratory, EVS, 240  
9700 S. Cass Avenue  
Argonne, IL 60439

**Comments from the City of Rifle, Colorado (DRAFT)**

The City of Rifle greatly appreciates the Department of the Interior/BLM review of past decisions regarding oil shale leasing and development and offers the following comments.

The City of Rifle, Colorado (population 9,200) sits at the base of the oil-shale rich Roan Plateau in the Piceance Basin. If commercial development of oil shale does ever occur again, our small community and region will again be the likely epicenter of oil shale development as it was in the late 1970s and early 1980s. Unfortunately, in 1982, our community was also the epicenter of the oil shale bust that resulted in an economic depression in our region that spanned close to two decades.

In recent years, our city of 9,200 was heavily impacted by natural gas exploration, drilling and production occurring in nearby private and public lands. The recent energy development "boom" brought significant growth to our community and placed considerable demands upon our municipal infrastructure, resulted in a shortage of affordable housing and essential community workforce, caused material and labor costs to skyrocket and strained social services and law enforcement capacities. The development of oil shale resources will result in similar impacts.

Also, as our community has learned from the recent natural gas boom, investment in community services, facilities and infrastructure is needed many years in advance of commercial production and the receipt of any tax revenue that may assist a local government in coping with the expense of costly infrastructure improvements and service expansions.

Because of these concerns for our community, it is the City of Rifle's position that commercial leasing should not occur until the RD&D leases can prove oil shale can be a commercially-viable fuel source that can be developed responsibly with minimal impacts on the landscape, wild life habitat, water, and other natural resources. The City also requests that a socio-economic and infrastructure needs analysis be completed prior to commercial leasing in the communities likely to be impacted by the commercial development of oil shale and federal funding be dedicated to address the identified needs in the impacted local communities.

Should commercial leasing occur, the City would also support federal regulation that would allow a reasonable incentive for companies engaged in the development and production of oil shale to provide up-front and on-going investment in local communities and to local governments directly affected by oil shale development and production.

Thank you in advance for your consideration of the City's concerns.





## MEMORANDUM

**To: City Manager Hier, Mayor Lambert and Council**  
**From: Mike Braaten, Government Affairs Coordinator**  
**Date: April 28, 2011**  
**Re: BLM Oil Shale scoping meeting comments from the City of Rifle**

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Attached please find draft comments prepared by staff to be submitted to the BLM for their public scoping meeting regarding oil shale resource issues. Councilors Miller and Winkler have indicated an availability to present the City's comments at the public comment hearing on Tuesday, May 3<sup>rd</sup> from 1-4pm at the Rifle CMC campus.

The comments were developed based-upon past comments the City Council has approved and submitted to the BLM regarding oil shale issues.

Recognizing that the hearing will be completed prior to the Council meeting on May 4<sup>th</sup>, please feel free to call or email me if there are questions or concerns regarding the proposed comments.

Thank you.