



- 7:15 p.m. 5. Public Hearing – Special Event Liquor Permit – BPOE Lodge Rifle Lodge #2195 – Burning Mountains Fire Protection District’s Holiday Event (Lisa Cain)
- 7:20 p.m. 6. Public Hearing – Special Event Liquor Permits –Rifle Moose Lodge #1345 – Bullriding Events (Lisa Cain)
- 7:25 p.m. 7. Receive information about Community Development Academy (Sonoran Institute - Jillian Sutherland)
- 7:40 p.m. 8. Consider Cacaloco 2011 Rental Release Request (Matt Sturgeon)
- 7:50 p.m. 9. Consider awarding Professional Service Contract for Downtown Transit Oriented Development and Market Feasibility Project (Matt Sturgeon)
- 8:00 p.m. 10. Consider Memorandum of Agreement with Department of Local Affairs for continued participation in the Main Street Program (Mike Braaten)
- 8:10 p.m. 11. Consider rescheduling June 20, 2012 and July 4, 2012 Council meetings (Lisa Cain)
- 8:20 p.m. 12. Administrative Reports
  - A. City Manager Report
  - B. Other Reports
- 8:30 p.m. 13. Comments from Mayor and Council
- 8:40 p.m. 14. Executive Session – Conference with 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 24-6-402(4)(e) (Jim Neu) [summit preschool]

*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: January 18, 2012 at 7:00 p.m.**





**To:** Mayor and City Council; John Hier, City Manager

**From:** Lisa Cain, City Clerk

**Date:** Thursday, December 29, 2011

**Subject:** Education requirements for liquor licensees

---

Rifle Municipal Code Section 6-5-170 establishes education requirements for liquor licensees. Attached is a copy of this section, with key provisions highlighted.

*Seminar Costs*

In 2008, Council approved Ordinance No. 17 (copy attached) increasing the local fee to process a license renewal application. Staff informed Council that it would use the fees generated by the increase to provide Responsible Serving of Alcohol classes free of charge to City licensees (see attached copy of staff memo dated April 11, 2008).

Note that while the ordinance referred to using the increased fees for this purpose (see the third recital), the ordinance did NOT change Section 6-5-170(c), which provides that all persons enrolled in an educational liquor seminar presented by the City must pay to the City Clerk the actual cost of attending the seminar.

Starting in January 2012, Deputy City Clerk Kristy Christensen and I will offer Responsible Serving/Selling of Alcohol classes to liquor licensees. Although we believe that Section 6-5-170(c) would allow us to charge fees to attendees, we will offer these classes free of charge in January and February 2012. We would ask, however, that Council consider the following:

- Kristy and I will offer TiPS® (Training for Intervention ProcedureS) seminars. TiPS® is the leading alcohol server training program in the country. In 2011, Kristy and I became certified TiPS® trainers by completing 2-day workshops and passing certification exams. To remain certified trainers, we will recertify annually via exam. The City incurred costs for us to become certified and will continue to incur costs for our recertifications.
- In 2010 and 2011, numerous local liquor licensees failed compliance checks by the State and the City. Kristy and I believe that the TiPS® seminars will be more effective than previous classes in teaching attendees to make sound decisions about alcohol sales and service (see attached "What to Look for in a Server Training Program"). The City incurs costs for the training materials required to offer TiPS®-certified seminars.
- The local fee to process a license renewal application is \$100. This is the maximum fee authorized by state statute. Since this fee does not cover the City's costs to process a renewal application (see attached Liquor Fees Cost Analysis), there are no excess revenues from renewal application fees to provide Responsible Serving/Selling of Alcohol classes free of charge to attendees.

With Council's support, we would like to resume the City's pre-2008 practice of charging for Responsible Serving/Selling of Alcohol classes, starting with classes offered after February 2012.

Revision of Code and Resolution

Subsections 6-5-170(a)(1) and (2) require that certificates of completion of remain valid for four years. Certificates from TiPS® seminars, however, are valid for three years. At Council's direction, staff will prepare an ordinance to revise Subsections 6-5-170(a)(1) and (2).

Subsection 6-5-170(b)(2) provides that Council shall establish by resolution the general criteria for Responsible Serving/Selling of Alcohol courses and qualifications of instructors. Attached is Resolution No. 5, Series of 1993, establishing these criteria. Staff recommends that Council review this resolution and discuss whether to consider revising it.

made by the City, administrative time, publication and posting costs and other necessary and incidental expenses.

(b) An application fee payable to the State Department of Revenue shall also be paid by all applicants in an amount as provided by the State Licensing Authority.

(c) An annual license fee shall also be paid to the City by the owners of all licensed premises. Such City license fee shall be as set forth in Sections 12-46-107(2) and 12-47-505, C.R.S.

(d) Annual license fees shall also be paid to the State Department of Revenue for particular state licenses, as set forth in Sections 12-46-104 and 12-47-501, C.R.S. (Prior code 7.08.140; Ord. 4 §1, 2005)

**Sec. 6-5-160. Appeals; cost of transcript.**

Any party aggrieved by a decision of the Liquor Licensing Authority may appeal said decision or seek judicial review thereof in accordance with Section 1-7-70 of this Code. An administrative fee as set forth in Appendix A to this Code shall be charged, together with the cost of preparing a transcript of the proceedings, whenever a transcript is demanded by the person seeking the review or furnished by the City pursuant to an order of court. The cost of preparing a transcript of testimony before the Liquor Licensing Authority shall be charged at rates ordinarily charged by certified shorthand reporters. (Prior code 7.08.150; Ord. 4 §1, 2005)

**Sec. 6-5-170. Education requirements for licensees.**

(a) Education requirements.

(1) All managers or owners/operators registered with the State and the Liquor Licensing Authority are required to attend an educational liquor seminar approved by the Liquor Licensing Authority at the next scheduled seminar offered by the City after the date the license is approved by the Liquor Licensing Authority and to receive a certificate of completion. Such certificate may take the form of a card or any other form decided upon by the Liquor Licensing Authority. Successful completion of the educational liquor seminar must be recorded with the Liquor Licensing Authority. The certificate of completion shall be valid for a period of four (4) years.

(2) Except for volunteers serving alcoholic beverages pursuant to a special events permit, every licensee shall ensure that, upon employment, all servers shall attend the next scheduled educational liquor serving seminar offered by the City and receive a certificate of completion. The certificate received by servers who successfully complete the educational liquor serving seminar shall be valid for a period four (4) years.

(3) At every event for which a special event liquor license is issued, the licensee shall ensure that at least one (1) 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.

(4) At the time an applicant files an application for issuance, renewal or transfer of a liquor or fermented malt beverages license, or to change the location or corporate structure of the licensed premises or entity, the applicant shall submit to the City Clerk information to prove that the requisite

percentage of servers, managers and/or owners/operators required to be certified under this Section have certificates in full force and effect as a condition of approval of the application. Required information shall include the names of all servers, the date of hire of all servers, the date each server attended training and the date of expiration of each server's certification. All licensees shall maintain a file of certificates on all managers and owners/operators employed by said licensee and shall exhibit said copies of certificates when requested to do so by the City Clerk, the Chief of Police, police employees or other appropriate officials of the City.

**(b) Course requirements.**

(1) Every agency offering a course of instruction approved by the Liquor Licensing Authority shall issue a certificate to those enrollees who successfully complete the liquor educational seminar. The certificate shall be dated to show the date of completion of the training and the date of certificate expiration, and shall be evidence that the person has been in actual attendance a minimum number of hours at the course and has achieved a reasonable mastery of the theories and facts presented. No agency approved by the City Council to provide manager or owner/operator training shall issue a certificate unless the person has actually attended and achieved a reasonable mastery of the materials.

(2) The Liquor Licensing Authority shall establish by resolution the general criteria for courses and qualifications of instructors which shall satisfy the liquor educational requirements of this Section. These requirements shall be available in the office of the City Clerk. Any qualified person may submit to the City Clerk a request that a particular seminar be deemed to meet the educational requirements. The City Clerk or Liquor Licensing Authority may make such determination.

**(c) Costs.** All persons enrolled in an educational liquor seminar presented by the City pursuant to this Section must pay to the City Clerk the actual cost of attending the seminar.

**(d) Penalties for noncompliance.**

(1) Failure to comply with this Section shall be considered a violation of the conditions for the issuance of a license and a violation of this Code and may be punished accordingly.

(2) Failure to maintain continuous compliance with the educational requirements of Subsection (b) above may subject a licensee to suspension or revocation of a license as provided for in Section 12-47-601, C.R.S. (Prior code 7.08.160; Ord. 17 §4, 2008)

## **ARTICLE VI**

### **Oil and Gas Exploration and Production**

#### **Sec. 6-6-10. Scope.**

Unless otherwise stated in this Article, this Article shall apply to any and all exploration, development or production of oil and/or gas within the City limits, notwithstanding any provisions to the contrary as stated in Chapter 16 of this Code pertaining to zoning. The provisions of these regulations shall apply to the construction, alteration, repair, erection, location and maintenance of any gas and/or oil well or related structures within the City limits. (Prior code 5.24.010; Ord. 40 §2, 2006)

**CITY OF RIFLE, COLORADO  
ORDINANCE NO. 17  
SERIES OF 2008**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING  
APPENDIX A TO THE RIFLE MUNICIPAL CODE TO INCREASE CERTAIN  
LIQUOR LICENSE FEES AND AMENDING LIQUOR LICENSEE  
EDUCATION REQUIREMENTS.

WHEREAS, C.R.S. § 12-47-505(4)(a) fixes the maximum fees that municipalities may charge for a liquor license fee, and the City of Rifle currently charges fees that are significantly below the state-approved maximum fees; and

WHEREAS, the City has experienced increased costs associated with enforcement and administration of its Liquor Code and providing the Responsible Serving of Alcohol classes required by the state for all servers and sellers of alcohol; and

WHEREAS, the additional revenue to be gained from increasing liquor license fees would enable the City to meet the payment obligations for the classes and cover the expenses of enforcement and administration of the Liquor Code; and

WHEREAS, the City Council desires to amend the liquor license fees accordingly to assess the current maximums fee permitted by the state and to increase the fees according to the schedule of state increases; and

WHEREAS, the City Council also wishes to amend the Rifle Municipal Code Section 6-5-170(a) requirements for attendance at educational liquor seminars at to be consistent with its class schedule and create enforceable education requirements rationally based upon the employees duties and position.

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

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

Section 2. The following liquor license fees referenced in the Code at Appendix A, page Appx. A-3, row 23, are hereby repealed and reenacted to read as follows:

6-5-150	Liquor license fees	
	New license application: 09/15/08 - 07/01/09	\$750.00

	New license application: 07/02/09 - 07/01/10	\$875.00
	New license application: after 07/02/10	\$1000.00
	Renewal	\$100.00
	Transfer of location	\$750.00
	Transfer of ownership	\$750.00
	Temporary permit	\$100.00
	New manager registration	\$50.00
	Late renewal application	\$500.00

Section 3. The definitions of “manager or owner/operator” and “server” at Section 6-5-10 of the Rifle Municipal Code are hereby amended to read as follows, with revisions shown in strike out underlined text.

6-5-10. Definitions.

\* \* \*

*Manager or owner/operator* means any person who manages or is the owner/operator preparing, serving, selling or otherwise providing alcoholic beverages ~~pursuant to licenses issued therefor~~. The manager or owner/ operator shall not include persons who sell, serve or dispense alcoholic beverages in the capacity of volunteer, ~~or persons employed as clerks or checkout persons in an establishment licensed as a retail liquor store.~~

*Server* means any person who is employed by a licensee to prepare, serve, sell or otherwise provide alcoholic beverages pursuant to the licensee's license. Server shall not include persons who sell, serve or dispense alcoholic beverages in the capacity of volunteer, or persons employed as clerks or checkout persons in an establishment licensed as a ~~retail liquor store or 3.2~~ beer retail store.

Section 4. Section 6-5-170(a)(1) and (2) of the Rifle Municipal Code is hereby amended to read as follows, with deletions shown in strike out underlined text and additions shown in bold underlined text.

**6-5-170. Education requirements for licensees.**

(a) Education requirements.

(1) All managers or owners/operators registered with the State and the Liquor Licensing Authority are required to attend an educational liquor seminar approved

by the Liquor Licensing Authority ~~and receive a certificate of completion within two (2) months at the next scheduled seminar offered by the City~~ after the date the license is approved by the Liquor Licensing Authority and to receive a certificate of completion. Such certificate may take the form of a card or any other form decided upon by the Liquor Licensing Authority. Successful completion of the educational liquor seminar must be recorded with the Liquor Licensing Authority. The certificate of completion shall be valid for a period of four (4) years.

- (2) Except for volunteers serving alcoholic beverages pursuant to a special events permit, every licensee, ~~including club licensees,~~ shall ensure that ~~seventy five percent (75%) of all servers employed or engaged by the licensee, and one hundred percent (100%) of those servers employed or engaged by the licensee for at least six (6) months, shall have successfully completed within six (6) months of the effective date of the initial ordinance codified herein, and at all times thereafter, upon employment, all servers shall attend the next scheduled educational liquor serving seminar approved by the Liquor Licensing Authority offered by the City and receive a certificate of completion. When a new server is hired or begins to serve alcoholic beverages pursuant to a club license, the licensee shall have a two month grace period to ensure that the new server has successfully completed an approved educational liquor serving seminar.~~ The certificate received by servers who successfully complete the educational liquor serving seminar shall be valid for a period four (4) years.

Section 5. The effective date for the new liquor license fees set forth herein shall be September 15, 2008.

INTRODUCED, on August 6, 2008, read in full, passed on first reading, and ordered published by title as required by the City Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on August 20, 2008, approved without amendments, and ordered published in full as required by the Charter.

CITY OF RIFLE, COLORADO

By Keith Lambert, Mayor

ATTEST:

Wanda Nelson, City Clerk



## Memo

**To:** John Hier, City Manager  
**From:** Wanda Nelson, CMC, City Clerk  
**Date:** April 11, 2008  
**Subject:** Liquor License Fees

---

Our present structure for liquor license fees has been in place for over five years, and staff felt it was time to review it. Our legal team has prepared the attached memo regarding the ability for municipalities to charge fees as permitted under CRS 12-47-505(4)(a).

Presently, we have 28 liquor license holders in the City of Rifle. We charge \$50 for renewals (plus an additional City amount, depending upon the type of license); the aforementioned statute permits the City to charge \$100 (after July 1). If Council elected to change this fee, this would generate an additional \$1400 (\$50 \* 28).

Staff would request this additional amount be used to pay for *Responsible Serving of Alcohol (RSA)* training, which is required for all servers and sellers. Presently, servers and sellers must take this training within two months of their hire date. Staff feels this is too restrictive, considering the RSA classes occur bi-annually in the City of Rifle and maybe quarterly in the Valley. If the fees were increased, the RSA training would be free to all license holders in the City of Rifle, and offered twice a year. I have talked about this with our RSA class facilitator Larry Dragon, and he would be willing to teach the classes bi-annually on a flat fee basis to the City. While we have not discussed his specific fees, I anticipate they would be around \$1200 annually.

Please do not hesitate to contact me if you need additional information. I look forward to this discussion.



# What to Look for in a Server Training Program



With alcohol-related litigation at an all time high, can you afford to choose a server training program that can not answer YES to the following questions?

## Was the program started by experts in the fields of alcohol, training, hospitality and psychology?



TIPS was developed by Dr. Morris Chafetz, a leading authority on alcohol and founding director of the National Institute on Alcohol and Alcoholism, with the assistance of educators, psychologists and attorneys. The program is reviewed and updated periodically to include the latest information. Each employee of TIPS is certified as a TIPS trainer and receives ongoing training to better assist trainers and participants.

## Has the program been in existence for a substantial period of time?



TIPS was created in 1982 and was the first national alcohol server training program. No other program has trained over 2,000,000 people and has received the number of endorsements that TIPS has.

## Does the program comply with local laws?



TIPS offers a Government Relations Department whose primary responsibility is to ensure approval of the program by all local and state authorities. State law information is incorporated into the program using State Law Sheets and State Supplements.

## Does the curriculum cover basic information on alcohol intervention techniques?



TIPS uses many formats to promote learning, including discussion, role-play, video and written materials. The material is presented in an interactive manner. This unique method of combining information with skills training and practice/rehearsal is an effective and established method of adult education.

## Is the program recognized by insurance companies across the country?



TIPS is recognized as a vital risk management tool by over 70 insurance companies, agents & brokers nationwide. For more information, visit our Industry Resource Page on [www.gettips.com](http://www.gettips.com).

## Does the program keep permanent records of your certification?



TIPS maintains a permanent record of every person who receives a TIPS certification. Records of training are frequently provided for attorneys, insurance companies and corporate offices.

## Must you take a test to become certified in this program?



TIPS requires every participant to take a certification test at the end of the program. All grading is done by HCI. The failure rate is approximately 6%.

## Does the program come in different versions targeted to meet your establishment's needs?



TIPS currently offers nine different versions of the program to address the unique environments where alcohol is served, sold, and consumed.

## Is there training support available?



TIPS has 30 plus employees dedicated to meeting customers' needs. Master Trainers are available to answer questions about program content and each trainer is assigned an Account Manager to handle all inquiries.

LIQUOR FEES COST ANALYSIS

DESCRIPTION	NEW LICENSE		TRANSFER		RENEWAL		TEMPORARY PERMIT		MANAGER REGISTRATION		REPORT OF CHANGES		SPECIAL EVENT PERMIT	
	TIME SPENT (hours)	COST	TIME SPENT (hours)	COST	TIME SPENT (hours)	COST	TIME SPENT (hours)	COST						
Pre-application Conference - City Clerk	1.00	\$ 48.00	1.00	\$ 48.00		\$ -		\$ -	0.50	\$ 24.00	0.50	\$ 24.00	0.50	\$ 24.00
Application Review - City Clerk	2.00	\$ 96.00	2.00	\$ 96.00	0.25	\$ 12.00	0.25	\$ 12.00	0.50	\$ 24.00	0.50	\$ 24.00	0.50	\$ 24.00
Process Application - City Clerk	3.25	\$ 156.00	3.25	\$ 156.00	2.00	\$ 96.00	2.00	\$ 96.00	2.75	\$ 132.00	2.75	\$ 132.00	2.75	\$ 132.00
Additional Processing as applicable - City Clerk	3.50	\$ 168.00	3.50	\$ 168.00		\$ -		\$ -	0.50	\$ 24.00	0.50	\$ 24.00	0.50	\$ 24.00
Notice of Hearing Publication		\$ 10.00		\$ 10.00		\$ -		\$ -		\$ -		\$ -		\$ 10.00
Inspections - Building Inspector	1.50	\$ 46.50	1.50	\$ 46.50		\$ -		\$ -		\$ -		\$ -		\$ -
Sales Tax Reporting - Sales Tax Clerk	0.50	\$ 13.50	0.50	\$ 13.50	0.09	\$ 2.25		\$ -		\$ -		\$ -	0.08	\$ 2.25
Liquor Hearing - City Attorney	0.25	\$ 53.75	0.25	\$ 53.75		\$ -		\$ -		\$ -		\$ -	0.17	\$ 35.83
Liquor Hearing - City Clerk	0.25	\$ 12.00	0.25	\$ 12.00		\$ -		\$ -		\$ -		\$ -	0.17	\$ 8.00
Post Hearing Processing - City Clerk	2.00	\$ 96.00	2.00	\$ 96.00	0.33	\$ 16.00		\$ -		\$ -		\$ -	0.33	\$ 18.00
<b>TOTAL</b>		\$ 699.75		\$ 699.75		\$ 126.25		\$ 108.00		\$ 204.00		\$ 204.00		\$ 276.08

**RESOLUTION 5-93**

**A RESOLUTION ESTABLISHING THE GENERAL CRITERIA FOR COURSES AND QUALIFICATIONS OF INSTRUCTORS FOR SEMINARS ON COLORADO WINE AND BEER CODES.**

WHEREAS, the City Council adopted Ordinance 21-92, requiring managers, owners/operators, or required servers licensed to dispense malt, vinous and spirituous liquors to attend a seminar on Colorado liquor and beer codes, and

WHEREAS, Section 7.10.20(e) states the local licensing authority shall establish by resolution the general criteria for courses and qualifications of instructors,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rifle, Colorado:

**Section 1** That the general criteria for courses are:

- (a) that the course be taken in Garfield County, and
- (b) that the course be personalized to Rifle and to what the community expects from those who serve alcohol, and
- (c) that the course shall cover at least the following topics: Colorado Liquor Laws, Blood Alcohol Content, Signs and Symptoms of Intoxication, Carding Procedures, Dealing with Difficult Patrons, Managers' Policies and Responsibilities, and
- (d) that the certificate of completion of the course shall be valid for three years, and
- (e) that the training be certified by a national board, and

**Section 2** The qualifications for instructors are:

- (a) to take a minimum of 12 hours of instruction, and
- (b) to take a written test and receive over 70 percent passing grade, and
- (c) to be recertified annually, and
- (d) that the instructors shall keep records of certified attendees, which shall be sent to the City Clerk.

This resolution was read, passed and adopted by the Rifle City Council at a regular meeting held this 20th day of January, 1993.

CITY OF RIFLE

  
\_\_\_\_\_  
Mayor

ATTEST:

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

**RIFLE CITY COUNCIL MEETING**

Wednesday, December 21, 2011

REGULAR MEETING

7:00 p.m. \* Council Chambers

A regular meeting of the Rifle City Council was called to order at 7:00 p.m. by Mayor Jay Miller.

**PRESENT ON ROLL CALL:** Councilors Rich Carter, Alan Lambert, Keith Lambert, Jen Sanborn, Randy Winkler, and Mayor Jay Miller.

Councilor K. Lambert moved to excuse Councilor Jonathan Rice from tonight’s meeting; seconded by Councilor A. Lambert. Roll Call: Yes – Carter, A. Lambert, K. Lambert, Sanborn, Winkler, Miller

**OTHERS PRESENT:** John Hier, City Manager; Matt Sturgeon, Assistant City Manager / Director of Planning; Lisa Cain, City Clerk; Jim Neu, City Attorney; Michael Churchill, Channel 10 Assistant Manager; Robert Burns, Water Supervisor; Charles Kelty, Finance Director; and Daryl Meisner, Police Chief.

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

- A. Minutes from the December 7, 2011 Regular Meeting
- B. Liquor License Renewal: Jon’s Liquors
- C. Find the Airport Runway Extension Annexation Petition to be in substantial compliance with state statutes and set a public hearing on said petition – Resolution No. 19, Series of 2011
- D. Accounts Payable
- E. Sale of used aerators; waiver of sealed bid requirement as to specific pieces of Utility Department used equipment
- F. Amended Intergovernmental Agreement with Garfield Clean Energy

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

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

With respect to Item F, the Amended Intergovernmental Agreement with Garfield Clean Energy, the signature line for the City of Rifle ought to be corrected to reflect that Jay Miller is Rifle’s Mayor. Councilor K. Lambert moved to approve the Amended Intergovernmental Agreement with Garfield Clean Energy as amended; seconded by Councilor Carter.

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

**CITIZEN COMMENTS AND LIVE CALL-IN**

There were no citizen comments or live call-ins.

***PUBLIC HEARING - RIFLE AIRPARK PRELIMINARY PLAN AND PLANNED UNIT DEVELOPMENT***

Mayor Miller opened the public hearing. Staff recommended that Council continue the public hearing to January 18, 2012.

Councilor Sanborn moved to continue the public hearing on the Rifle Airpark Preliminary Plan and Planned Unit Development to January 18, 2012; seconded by Councilor A. Lambert.

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

***CONSIDER CHANGE ORDER FOR GE/ZENON MEMBRANE PROCUREMENT CONTRACT***

City Manager John Hier requested that Council approve a change order to the agreement to purchase low pressure membranes with GE/Zenon, in the amount of \$139,500, for additional services for the reverse osmosis equipment previously purchased and in storage for use at the new Water Treatment Facility. These services need to be performed so the construction contractor can include the work and equipment in his bid.

Council will consider this item after receiving additional information from GE/Zenon and Malcolm Pirnie.

***CONSIDER AMENDING UTILITY RATES – ORDINANCE NO. 19, SERIES OF 2011 – SECOND READING***

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING APPENDIX A TO THE RIFLE MUNICIPAL CODE TO INCREASE CERTAIN WATER AND SEWER RATES

Council considered proposed Ordinance No. 19, Series of 2011, which would, effective January 1, 2012, increase water user fees by 5 percent. Rates for users outside the City limits would still be 200 percent of in-City rates, and senior citizens would still receive a 20 percent discount. The flat fee for sewer service would increase to \$36.92 per month, with charges for water use in excess of 4,000 gallons per month increasing by 5 percent. Also, the automatic annual rate escalation percentage would increase to 5 percent, from the current 4.6 percent. A resident using 4000 gallons of water per month would see a bill increase of approximately \$5, while a resident using 7000 gallons of water per month would see a bill increase of approximately \$7.

City Attorney Jim Neu recommended that the ordinance be changed as follows: replace “water account” with “unit” and “sewer account” with “unit.”

Councilor A. Lambert moved to approve Ordinance No. 19, Series of 2011, on second reading as amended and to order it to be published in full as required by Charter; seconded by Councilor Winkler.

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

**ADMINISTRATIVE REPORTS**

Mr. Hier thanked staff for making certain that the Rifle Creek Theatre opened this year. He appreciated staff’s extra efforts during his recent family emergency. He reported to Council on the following issues: winter preparations; year end reports; museum break-in; and water rates.

Police Chief Daryl Meisner reported that, starting December 22, citizens can drop off outdated prescription drugs at the Police Department, which will dispose of them properly.

**COMMENTS FROM MAYOR AND COUNCIL**

Councilor K. Lambert expressed hope that the economy would turn around.

Councilor A. Lambert thanked the Brenden Mann Foundation for its generous grants to the community, and he thanked staff for its work in 2011.

Councilor Sanborn requested information prior to Council's upcoming workshop on water issues, namely, the percentage of water used for irrigation and non-household uses, and population projections that were made in 1995, 2000, and 2005.

Mayor Miller shared a letter from Boy Scout Troup #223 thanking the City and Parks Director Tom Whitmore for allowing them to recycle the seats from the New Ute Theatre.

Mayor Miller and Council wished everyone a Merry Christmas and a Happy New Year.

Meeting adjourned at 6:46 p.m.

---

Lisa H. Cain  
City Clerk

---

Jay D. Miller  
Mayor

**CITY OF RIFLE, COLORADO  
RESOLUTION NO. 1  
SERIES OF 2012**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,  
COLORADO, DESIGNATING A PLACE FOR THE POSTING OF PUBLIC  
MEETING NOTICES.

WHEREAS, the City of Rifle is subject to the Colorado Open Meetings Law which requires the City to post notices of any public meetings in a public place; and

WHEREAS, the City Council annually designates the place within the municipality where notices of public meetings shall be posted.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rifle that the bulletin board located in the foyer at the west entrance to City Hall is hereby designated as the official location for the posting of public meeting notices for the City Council for 2012.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 4<sup>th</sup> day of January, 2012.

CITY OF RIFLE, COLORADO

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

ATTEST:

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



MEMORANDUM

To: John Hier, City Manager  
From: Charles Kelty, Finance Director *ck*  
Date: December 29, 2011  
Subject: October 2011 Financial Reports

Attached are the Financial Reports for the ten months ending October 31, 2011. Below are a few comments:

Page 1 **General Fund Revenues** – Total revenues are \$7,450,401, which compared to the prior year's \$7,012,513 is \$437,888 and 6% higher.

**General Fund Expenditures** – Total expenditures are \$6,979,439, which compared to the prior year's \$5,921,147 is \$1,058,292 and 18% higher. The increase in expenditures is primarily due to operating transfers to other City funds from the Severance and Federal Mineral Lease monies received in September.

Page 2 **Visitor Improvement Fund** – Total revenues are \$116,835, which compared to the prior year's \$117,460 is \$625 and 0.5% less. Total expenses are \$105,978, which compared to the prior's \$86,635 is \$19,343 and 22% higher.

Page 3 **Parks & Recreation Fund Revenues** – Total revenues are \$2,110,724, which compared to the prior year's 1,860,441 is \$250,283 and 13% higher.

**Parks & Recreation Fund Expenditures** – Expenditures are \$2,037,879, which compared to the prior year's \$4,646,430 is \$2,608,551 and 56% less.

Page 4 **Water Fund Revenues** – Overall, revenues are \$2,786,752, which compared to the prior year's \$2,567,396 is \$219,356 and 9% higher. Operating revenues were 13% lower than the prior year. Water rights revenues were 7% less than prior year. Capital revenues were \$526,784 higher than the prior year primarily due to the Water Operating and Maintenance fund transfer.

**Water Fund Expenses** – Overall, total expenses are \$2,997,696, which compared to the prior year of \$2,699,480 is \$298,216 and 11% higher. Operating and Maintenance expenses are 23% higher than last year. Water rights expenses are 36% lower than last year. Water System Improvements (Capital) expenses is 2% lower than last year.

Page 5 **Wastewater Fund Revenue** – Total revenues are \$2,187,815, which compared to the prior year's \$2,446,272 is \$258,457 and 11% less.



**Wastewater Expenses** – Total expenses were \$2,673,953, which compared to the prior year's \$2,112,933 is \$561,020 and 27% higher.

Page 6

**Sanitation Fund Revenues** – Total revenues are \$472,408, which compared to the prior year's \$476,383 is \$3,975 and 0.8% less.

**Sanitation Fund Expenses** – Total expenses are \$448,940, which compared to the prior year's \$397,270 is \$51,670 and 13% higher.

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2011

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<b>REVENUE</b>					
GENERAL REVENUES	7,095,545.00	507,134.27	7,450,401.12	( 354,856.12)	7,012,513.32
	7,095,545.00	507,134.27	7,450,401.12	( 354,856.12)	7,012,513.32
<b>EXPENDITURES</b>					
MAYOR/COUNCIL	75,239.00	4,844.82	48,607.14	26,631.86	49,064.41
CITY CLERK	165,026.00	16,153.41	129,780.77	35,245.23	122,318.20
MUNICIPAL COURT	181,381.00	16,081.53	140,075.25	41,305.75	143,309.73
CITY MANAGER	169,532.00	18,680.68	141,612.78	27,919.22	159,508.73
GOVERNMENT AFFAIRS	155,967.00	12,951.60	113,599.75	42,367.25	111,609.55
FINANCE	375,048.00	44,196.59	346,538.44	28,509.56	361,194.48
ATTORNEY	270,500.00	21,893.11	202,996.22	67,503.78	192,004.30
PLANNING/ZONNING	432,865.00	39,234.76	339,382.67	93,482.33	344,132.54
CITY HALL	149,406.00	16,144.93	115,825.84	33,580.16	109,065.25
GROUNDS AND FACILITY MAINT.	37,565.00	4,661.05	25,738.88	11,826.12	44,448.53
COMMUNITY ACCESS TV	121,605.00	12,123.31	95,881.14	25,723.86	91,762.39
POLICE	2,322,945.00	229,504.40	1,870,259.28	452,685.72	1,795,939.24
JUSTICE CENTER BLDG. OPERATION	398,798.00	8,777.71	220,142.27	178,655.73	206,004.49
BUILDING INSPECTIONS	150,563.00	14,524.68	124,067.02	26,495.98	153,283.43
STREETS	913,299.00	79,589.43	696,070.73	217,228.27	744,586.91
CONSTRUCTION CREW - INHOUSE	180,938.00	19,726.28	146,080.51	34,857.49	137,619.62
PUBLIC WORKS	257,495.00	26,722.19	183,617.46	73,877.54	210,980.86
ANIMAL SHELTER	92,363.00	7,814.31	76,957.22	15,405.78	69,934.40
CEMETERY O & H	61,750.00	7,482.93	52,666.53	9,083.47	48,082.19
SENIOR CENTER	439,468.00	33,497.90	358,189.23	81,278.77	366,761.55
NON DEPARTMENTAL	523,288.00	63,803.13	396,349.41	126,938.59	314,913.53
HOUSING AUTHORITY	.00	.00	.00	.00	4,623.10
OPERATING TRANSFERS OUT	90,000.00	1,150,000.00	1,155,000.00	( 1,065,000.00)	140,000.00
	7,565,041.00	1,848,408.75	6,979,438.54	585,602.46	5,921,147.43
	( 469,496.00)	( 1,341,274.48)	470,962.58	( 940,458.58)	1,091,365.89

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2011

VISITOR IMPROVEMENT FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
VISITOR IMPROVEMENT	118,686.00	14,178.92	116,834.51	1,851.49	117,459.81
	118,686.00	14,178.92	116,834.51	1,851.49	117,459.81
<u>EXPENDITURES</u>					
VISITOR IMPROVEMENT	293,452.00	336.53	105,977.58	187,474.42	86,635.06
	293,452.00	336.53	105,977.58	187,474.42	86,635.06
	( 174,766.00)	13,842.39	10,856.93	( 185,622.93)	30,824.75

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2011

PARKS & RECREATION

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
PARKS AND REC REVENUE	2,744,340.00	193,827.99	2,110,723.97	633,616.03	1,860,441.49
	2,744,340.00	193,827.99	2,110,723.97	633,616.03	1,860,441.49
<u>EXPENDITURES</u>					
RECREATION	549,128.00	49,953.38	508,607.01	40,520.99	437,293.03
POOL	206,464.00	987.80	194,831.18	11,632.82	170,809.55
RIFLE FITNESS CENTER	.00	24,073.18	116,715.84	( 116,715.84)	.00
PARK MAINTENANCE	986,428.00	93,150.21	759,872.25	226,555.75	704,546.87
PARKS CAPITAL	530,327.00	11,740.54	320,645.69	209,681.31	3,223,623.23
NON-DEPARTMENTAL	83,474.00	3,774.60	81,443.31	2,030.69	54,393.02
OPERATING TRANSFER OUT	66,917.00	5,576.42	55,764.20	11,152.80	55,764.20
	2,422,738.00	189,256.13	2,037,879.48	384,858.52	4,646,429.90
	321,602.00	4,571.86	72,844.49	248,757.51	( 2,785,988.41)

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2011

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WATER REVENUE	2,575,147.00	169,957.54	2,012,765.59	562,381.41	2,316,170.17
WATER RIGHTS REVENUE	40,389.00	4,614.65	54,080.08	( 13,691.08)	58,103.44
CAPITAL REVENUE	782,569.00	55,550.64	719,906.82	62,662.18	193,122.65
	<u>3,398,105.00</u>	<u>230,122.83</u>	<u>2,786,752.49</u>	<u>611,352.51</u>	<u>2,567,396.26</u>
<u>EXPENDITURES</u>					
WATER O&H	2,904,062.00	165,354.75	1,946,447.83	957,614.17	1,585,564.22
WATER RIGHTS	138,750.00	6,198.53	85,205.99	53,544.01	132,969.10
WATER SYSTEM IMPROVEMENTS	2,299,985.00	67,718.09	966,042.66	1,333,942.34	980,946.86
	<u>5,342,797.00</u>	<u>239,271.37</u>	<u>2,997,696.48</u>	<u>2,345,100.52</u>	<u>2,699,480.18</u>
	<u>( 1,944,692.00)</u>	<u>( 9,148.54)</u>	<u>( 210,943.99)</u>	<u>( 1,733,748.01)</u>	<u>( 132,083.92)</u>

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2011

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WASTE WATER REVENUE	2,302,935.00	171,944.97	1,799,486.13	503,448.87	2,115,609.31
WASTE WATER REVENUE	44,324.00	239,227.00	388,328.81	( 344,004.81)	330,662.21
	<u>2,347,259.00</u>	<u>411,171.97</u>	<u>2,187,814.94</u>	<u>159,444.06</u>	<u>2,446,271.52</u>
<u>EXPENDITURES</u>					
SEWER O&H	2,835,939.00	106,766.64	2,356,690.45	479,248.55	1,815,988.21
SEWER SYSTEM IMPROVEMENTS	339,584.00	240,260.80	317,262.19	22,321.81	296,944.51
	<u>3,175,523.00</u>	<u>347,027.44</u>	<u>2,673,952.64</u>	<u>501,570.36</u>	<u>2,112,932.72</u>
	<u>( 828,264.00)</u>	<u>64,144.53</u>	<u>( 486,137.70)</u>	<u>( 342,126.30)</u>	<u>333,338.80</u>

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2011

SANITATION FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
SANITATION FUND	575,714.00	47,778.35	472,408.17	103,305.83	476,383.16
	575,714.00	47,778.35	472,408.17	103,305.83	476,383.16
<u>EXPENDITURES</u>					
SANITATION	731,936.00	76,194.03	448,940.47	282,995.53	397,270.48
	731,936.00	76,194.03	448,940.47	282,995.53	397,270.48
	( 156,222.00)	( 28,415.68)	23,467.70	( 179,689.70)	79,112.68

## Report Criteria:

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

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>1003</b>						
<b>Action Shop Services, Inc</b>						
	RI32886	AUGER ADAPTER	12/20/2011	70.00	.00	
	SI64296	PROPANE FUEL	12/14/2011	78.47	.00	
Total 1003:				148.47	.00	
<b>1009</b>						
<b>B &amp; B Plumbing, Inc</b>						
	35464	ROOTED OUT DRAIN LINE	12/08/2011	187.50	.00	
Total 1009:				187.50	.00	
<b>1018</b>						
<b>Valley Lumber</b>						
	62067	FLEX COUPLING	12/07/2011	8.76	.00	
	62222	CONCRETE MIX	12/12/2011	31.14	.00	
	62304	INTERNATIONAL RED	12/14/2011	66.31	.00	
	62308	SAND WASHED CLEANED	12/14/2011	45.48	.00	
	62323	STUDSENSOR PRO	12/14/2011	23.05	.00	
	62338	SANDING DISCS	12/15/2011	11.98	.00	
	62341	UTILITY SCOOP	12/15/2011	7.35	.00	
	62342	FUEL BUTANE RONSON	12/15/2011	27.56	.00	
	62357	KRYON SANDABLE PRIMER	12/15/2011	27.74	.00	
	62489	50 CHALK LINE	12/20/2011	41.44	.00	
	62510	PARTICAL SCRWS	12/20/2011	12.34	.00	
	62532	PARTICAL SCRWS	12/21/2011	24.00	.00	
	62566	DRYWALL SCRE	12/22/2011	18.95	.00	
	62567	HAMM DRIVE ANCHOR	12/22/2011	14.62	.00	
	62585	HOLE SAW	12/22/2011	27.55	.00	
	62593	HEATER UTILITY	12/23/2011	19.99	.00	
Total 1018:				408.26	.00	
<b>1022</b>						
<b>Central Distributing Co</b>						
	887523	Supplies	10/13/2011	137.76	137.76	12/23/2011
	887650	Supplies	10/14/2011	73.17	73.17	12/23/2011
	892917	Supplies	12/08/2011	156.38-	156.38-	12/23/2011
Total 1022:				54.55	54.55	
<b>1055</b>						
<b>Columbine Ford, Inc</b>						
	109737	STEP ASY	12/01/2011	305.40	.00	
	110028	SENSOR ASY	12/13/2011	99.61	.00	
	110069	BLADE ASY	12/15/2011	41.70	.00	
Total 1055:				446.71	.00	
<b>1083</b>						
<b>Youth Zone</b>						
	113011	ASSES & RECOMM/EDMOND/C	11/30/2011	1,000.00	1,000.00	12/16/2011

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1083:				1,000.00	1,000.00	
<b>1094</b>						
<b>Hy-way Feed &amp; Ranch Supply</b>						
	427487	TANK	12/21/2011	139.44	.00	
Total 1094:				139.44	.00	
<b>1097</b>						
<b>Johnson Construction Inc</b>						
	208963	COLT AVE WATERLINE REPAIR	12/12/2011	845.00	845.00	12/23/2011
	PAY EST #5	RIFLE CREED PLAZA THEATER	12/22/2011	45,692.00	.00	
	PAYEST12221	RIFLE Plaza PO 637	12/22/2011	37,603.00	.00	
Total 1097:				84,140.00	845.00	
<b>1105</b>						
<b>Meadow Gold Dairies</b>						
	50208285	DAIRY PRODUCTS/SENIOR CT	12/15/2011	39.05	.00	
	50208340	DAIRY PRODUCTS/SENIOR CT	12/22/2011	122.51	.00	
	50208389	DAIRY PRODUCTS/SENIOR CT	12/29/2011	43.70	.00	
Total 1105:				205.26	.00	
<b>1108</b>						
<b>Mountain Clear Bottled Water</b>						
	6886 113011	BOTTLED WATER/WW	11/30/2011	21.25	.00	
Total 1108:				21.25	.00	
<b>1110</b>						
<b>Napa Auto Parts</b>						
	203982	CHAIN	12/05/2011	65.78	.00	
	204020	COUPLER	12/05/2011	23.33	.00	
	204769	SUPER DUTY GREASE	12/09/2011	4.99	.00	
	205467	QT CANS	12/14/2011	43.20	.00	
	205485	AIR FILTER	12/14/2011	17.87	.00	
	205522	ARM ALL	12/14/2011	7.77	.00	
	205933	BTL JACK	12/16/2011	63.38	.00	
	206473	BULB	12/20/2011	11.29	.00	
Total 1110:				237.61	.00	
<b>1118</b>						
<b>Parts House</b>						
	5613-15326	BLUE FILTERS	12/15/2011	48.42	.00	
	5613-15338	EXACT FOT BLADE	12/15/2011	29.98	.00	
	5613-15360	5W20 OIL	12/16/2011	556.00	.00	
	5613-15418	LOADED BALL MOUNT	12/19/2011	25.99	.00	
	5613-15488	MINATURELAMP	12/21/2011	68.47	.00	
Total 1118:				668.90	.00	
<b>1120</b>						
<b>Xcel Energy Inc</b>						
	0399643792	200 RAILROAD AVE	12/05/2011	395.99	395.99	12/16/2011
	0400035233	236 W 4TH ST	12/07/2011	47.70	47.70	12/16/2011

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	0400053451	300 W 5TH ST UNIT STAGE	12/07/2011	83.77	83.77	12/16/2011
	0400254442	124 W 2ND ST APT B	12/08/2011	76.40	76.40	12/16/2011
	306476820	PSCE ENERGY ASSESSMENT 8	12/07/2011	200.00	200.00	12/16/2011
	307001958	800 AIRPORT	12/12/2011	15,784.55	15,784.55	12/23/2011
	307529805	ST LIGHT MAIN EXP	12/15/2011	12,962.45	12,962.45	12/23/2011
Total 1120:				29,550.86	29,550.86	
<b>1126</b>						
<b>Rifle City Of</b>						
	1453101 1201	50 UTE AVE	12/01/2011	153.59	153.59	12/23/2011
	2003101 1201	201 E. 18th st	12/01/2011	27.45	27.45	12/23/2011
	2005101 1201	1612 RAILROAD	12/01/2011	32.30	32.30	12/23/2011
	2007101 1201	301 E 30TH	12/01/2011	221.68	221.68	12/23/2011
	2033001 1201	750 UTE AVE	12/01/2011	49.72	49.72	12/23/2011
	2038001 1201	0409 CR 265/POUND	12/01/2011	48.32	48.32	12/23/2011
	2214101 1201	1500 DOGWOOD DR	12/01/2011	716.09	716.09	12/23/2011
	2215101 1201	225 EAST AVE	12/01/2011	17.42	17.42	12/23/2011
	2575101 1201	E 4TH	12/01/2011	17.42	17.42	12/23/2011
	2975101 1201	1775 W CENTENNIAL PKWY	12/01/2011	17.42	17.42	12/23/2011
	3079101 1201	595 W 24TH	12/01/2011	17.42	17.42	12/23/2011
	3221101 1201	000 BROWNING DR	12/01/2011	30.82	30.82	12/23/2011
	3351101 1201	1221 E CENTENNIAL PKWY	12/01/2011	17.42	17.42	12/23/2011
	3636101 1201	250 E 16TH	12/01/2011	3.03	3.03	12/23/2011
	3641101 1201	360 S 7TH ST	12/01/2011	17.42	17.42	12/23/2011
	3673101 1201	3100 DOKES LN	12/01/2011	86.09	86.09	12/23/2011
	3677101 1201	2515 WEST CENTENNIAL PARK	12/01/2011	2,916.68	2,916.68	12/23/2011
	3679101 1201	300 W 5TH ST	12/01/2011	17.42	17.42	12/23/2011
	3707101 1201	2515 WEST CENTENNIAL PARK	12/01/2011	464.33	464.33	12/23/2011
	779102 120111	132 E 4TH ST	12/01/2011	49.72	49.72	12/23/2011
	823101 1201	202 RAILROAD	12/01/2011	63.59	63.59	12/23/2011
	873106 1201	236 w 4th st-Utilites Rental Proper	12/01/2011	64.51	64.51	12/23/2011
Total 1126:				5,049.86	5,049.86	
<b>1132</b>						
<b>Rifle Lock &amp; Safe</b>						
	31384	KEY duplicates	12/13/2011	22.85	22.85	12/16/2011
Total 1132:				22.85	22.85	
<b>1134</b>						
<b>Rifle City Petty Cash</b>						
	122111	BASKETBALL LUNCH	12/21/2011	148.28	148.28	12/23/2011
Total 1134:				148.28	148.28	
<b>1143</b>						
<b>Swallow Oil Company</b>						
	121511	12120054	12/15/2011	5,524.12	.00	
Total 1143:				5,524.12	.00	
<b>1180</b>						
<b>Forensic Science Consultants</b>						
	121311	BAC ALCOHOL ANALYSIS	12/13/2011	50.00	50.00	12/23/2011

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1180:				50.00	50.00	
<b>1181</b>						
<b>Garfield Steel &amp; Machine, Inc</b>						
	00078642	GENERAL SHOP	10/12/2011	97.50	.00	
	79277	TUBE SQUARE	12/01/2011	65.51	.00	
Total 1181:				163.01	.00	
<b>1252</b>						
<b>Elmer Glass Company/rifle Inc</b>						
	IO14688	GLASS CLEANER	12/13/2011	120.00	.00	
Total 1252:				120.00	.00	
<b>1289</b>						
<b>Galls, An Aramark Company</b>						
	511819108	BATTERY	12/06/2011	42.27	.00	
Total 1289:				42.27	.00	
<b>1347</b>						
<b>Timberline Sporting Goods</b>						
	122011	Rifle Bucks - Shopping Incentive	12/20/2011	760.00	760.00	12/23/2011
Total 1347:				760.00	760.00	
<b>1381</b>						
<b>Zee Medical, Inc</b>						
	0011587248	FIRST AID SUPPLIES	06/28/2011	149.57	149.57	12/23/2011
Total 1381:				149.57	149.57	
<b>1437</b>						
<b>TAYLOR FENCE COMPANY OF GRAND</b>						
	G30693	CONST. PANEL RENTAL	11/30/2011	28.80	.00	
	G30694	CONST. PANEL RENTAL	11/30/2011	15.00	.00	
Total 1437:				43.80	.00	
<b>1653</b>						
<b>Millers Dry Goods</b>						
	121511	Rifle Bucks - Shopping Incentive	12/15/2011	340.00	340.00	12/16/2011
	122111	Rifle Bucks - Shopping Incentive	12/21/2011	320.00	320.00	12/23/2011
Total 1653:				660.00	660.00	
<b>1692</b>						
<b>A-1 Traffic Control</b>						
	28188	SPECIAL EVENT SIGN	12/13/2011	400.00	.00	
Total 1692:				400.00	.00	
<b>1709</b>						
<b>J.p. Cooke Co</b>						
	157030	AA LIC TAGS	12/16/2011	57.90	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1709:				57.90	.00	
<b>1768</b>						
<b>Faris Machinery Company</b>						
	G22385	DIAMOND BLADE	12/12/2011	96.00	.00	
Total 1768:				96.00	.00	
<b>1806</b>						
<b>CDMS INC</b>						
	8596A	DSL ACCESS - Cemetery	12/01/2011	17.95	.00	
Total 1806:				17.95	.00	
<b>1808</b>						
<b>Celerity</b>						
	13902	ANNUAL FULL SERVICE CONT	12/15/2011	1,040.00	.00	
Total 1808:				1,040.00	.00	
<b>1830</b>						
<b>Grand Valley Foods</b>						
	118366	FOOD PRODUCT/SR CENTER	12/16/2011	721.62	.00	
	118425	FOOD PRODUCT/SR CENTER	12/20/2011	255.74	.00	
	118513	FOOD PRODUCT/SR CENTER	12/23/2011	635.30	.00	
	866789	FOOD PRODUCT/SR CENTER	12/15/2011	10.85	.00	
Total 1830:				1,623.51	.00	
<b>1990</b>						
<b>Bookcliff Survey Services, Inc</b>						
	8134	RIFLE CREEK PLAZA	12/16/2011	716.25	.00	
Total 1990:				716.25	.00	
<b>2139</b>						
<b>CDW Government, Inc</b>						
	C395451	ACER X223WEBD	12/14/2011	2,336.09	.00	
	C397919	SAMSUNG	12/14/2011	1,740.56	.00	
	C409906	XEROX WORKCENTRE	12/14/2011	1,675.34	.00	
	C412792	LOGITECH WRLS MOUSE	12/14/2011	1,024.29	.00	
	C422830	TRIPP 10 FT HDMI	12/14/2011	1,170.46	.00	
Total 2139:				7,946.74	.00	
<b>2208</b>						
<b>Amerigas</b>						
	0613-300942A	PROPANE/CE	12/08/2011	33.38	.00	
Total 2208:				33.38	.00	
<b>2235</b>						
<b>Acme Alarm Company Inc</b>						
	6773MON	1ST QUARTER MONITORING-20	12/01/2011	90.00	.00	
Total 2235:				90.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>2409</b>						
<b>Reserve Account</b>						
	122011	POSTAGE	12/20/2011	3,023.64	3,023.64	12/23/2011
Total 2409:				3,023.64	3,023.64	
<b>2470</b>						
<b>Friends Of Rifle Animal Shltr</b>						
	121211	GRANT	12/12/2011	4,400.00	4,400.00	12/16/2011
Total 2470:				4,400.00	4,400.00	
<b>2573</b>						
<b>Mountain West Office Products</b>						
	268217	supplies	12/09/2011	35.34	.00	
Total 2573:				35.34	.00	
<b>2690</b>						
<b>Down Valley Septic &amp; Drain LLC</b>						
	D004640	PORTA JON SERVICES	10/15/2011	100.00	100.00	12/16/2011
Total 2690:				100.00	100.00	
<b>2846</b>						
<b>Colo Mtn News Media</b>						
	7142836A 110	AD	11/03/2011	12.14	12.14	12/23/2011
	7211435A 110	AD	11/09/2011	14.17	14.17	12/23/2011
	7214848D	AD	11/11/2011	455.25	455.25	12/23/2011
	7214883D 111	AD	11/11/2011	455.25	455.25	12/23/2011
	7214932D	AD	11/11/2011	455.25	455.25	12/23/2011
	7224655 1113	AD	11/13/2011	721.08	721.08	12/16/2011
	7240540D 111	AD	11/18/2011	197.28	197.28	12/23/2011
	7240635D 111	AD	11/18/2011	455.25	455.25	12/23/2011
	7240672D 111	AD	11/18/2011	455.25	455.25	12/23/2011
	7272705 1128	AD	11/28/2011	128.90	128.90	12/16/2011
	7272705 1129	AD	11/29/2011	39.90	39.90	12/16/2011
	7272705 1130	AD	11/30/2011	39.90	39.90	12/16/2011
Total 2846:				3,429.62	3,429.62	
<b>2936</b>						
<b>Farmer Bros. Co.</b>						
	55421990	FOOD PRODUCTS/SENIOR CTR	12/27/2011	282.96	.00	
Total 2936:				282.96	.00	
<b>2960</b>						
<b>Walmart Community</b>						
	001392	FOOD SUPPLIES	12/01/2011	118.45	118.45	12/16/2011
	001393 1201	SUPPLIES	12/01/2011	22.82	22.82	12/16/2011
	002063.	FOOD SUPPLIES	12/02/2011	52.94	52.94	12/16/2011
	002488	DECO XMAS	12/02/2011	145.82	145.82	12/23/2011
	002832	DECO XMAS	12/02/2011	28.72	28.72	12/23/2011
	006384	SUPPLIES	12/06/2011	9.47	9.47	12/16/2011
	007546.	FOOD SUPPLIES	12/07/2011	152.38	152.38	12/16/2011
	007915	SUPPLIES	12/07/2011	79.41	79.41	12/16/2011
	009710	SUPPLIES	12/09/2011	145.43	145.43	12/16/2011

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	013148	SUPPLIES	12/13/2011	12.94	12.94	12/16/2011
	014118	SUPPLIES	12/14/2011	5.47	5.47	12/23/2011
	014267	SUPPLIES	12/14/2011	34.79	34.79	12/16/2011
	014468	SUPPLIES	12/14/2011	43.32	43.32	12/16/2011
	015262	SUPPLIES	12/15/2011	40.31	40.31	12/16/2011
	015935	DOOR PRIZES XMAS PARTY	12/15/2011	132.24	132.24	12/16/2011
	022804	SUPPLIES	12/22/2011	14.97	14.97	12/23/2011
	120211	FOOD SUPPLIES	12/02/2011	20.48-	20.48-	12/16/2011
	122211	REFUND	12/22/2011	11.78-	11.78-	12/23/2011
Total 2960:				1,007.22	1,007.22	
<b>3015</b>						
<b>Kroger/King Sooper Cust Charge</b>						
	000322	CHARGE COPIES PAST DUE IN	12/13/2011	15.00	15.00	12/23/2011
	048177	FOOD /SR CENTER	12/19/2011	130.50	130.50	12/23/2011
	094000	MEETING	09/16/2011	29.85	29.85	12/16/2011
	094409	FOOD /SR CENTER	12/05/2011	56.37	56.37	12/16/2011
	112900	MEETING	09/27/2011	21.87	21.87	12/16/2011
	115233	FOOD /SR CENTER	12/13/2011	120.35	120.35	12/16/2011
	120711	MEETING-FOOD	12/07/2011	108.51	108.51	12/16/2011
	120811	FOOD /SR CENTER	12/08/2011	3.01-	3.01-	12/16/2011
	134600	MEETING	09/13/2011	42.19	42.19	12/16/2011
	171614	FOOD /SR CENTER	12/13/2011	8.49	8.49	12/16/2011
	252049	FOOD /SR CENTER	12/14/2011	285.33	285.33	12/16/2011
	253730	COFFEE	12/21/2011	17.98	17.98	12/23/2011
	280992	MEETING-FOOD	12/07/2011	21.99	21.99	12/16/2011
	352403	FOOD /SR CENTER	12/08/2011	32.80	32.80	12/16/2011
	477722	FOOD /SR CENTER	12/09/2011	14.73	14.73	12/16/2011
Total 3015:				902.95	902.95	
<b>3083</b>						
<b>ALSCO</b>						
	1098298	work shirts and pants	12/13/2011	27.24	.00	
	1101458	LAUNDRY/senior center	12/20/2011	52.87	.00	
	1101459	work shirts and pants	12/20/2011	27.24	.00	
	1104585	LAUNDRY/senior center	12/27/2011	56.03	.00	
Total 3083:				163.38	.00	
<b>3389</b>						
<b>Sandy's Office Supply Inc</b>						
	952668	SUPPLIES	12/16/2011	106.29	.00	
	952669	SUPPLIES	12/16/2011	17.91	.00	
Total 3389:				124.20	.00	
<b>3847</b>						
<b>Drive Train Industries Inc</b>						
	04545733	FILTER	12/05/2011	213.54	.00	
Total 3847:				213.54	.00	
<b>3955</b>						
<b>Holy Cross Energy</b>						
	113011	BEAVER CREEK HEADGATE	11/30/2011	82.62	82.62	12/16/2011
	113011.	Baron Lane St Lights	11/30/2011	19.58	19.58	12/16/2011

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3955:				102.20	102.20	
<b>4207</b>						
<b>Radio Shack</b>						
	10142271	DEFENDER SERIES BLACK	11/23/2011	49.99	.00	
	10143245	PLUGS	12/22/2011	67.73	.00	
	121311	RIFLE BUCKS	12/13/2011	360.00	360.00	12/16/2011
Total 4207:				477.72	360.00	
<b>4240</b>						
<b>Platinum Plus For Business</b>						
	BRAATEN 121	DOLA MEETING	12/11/2011	189.08	189.08	12/23/2011
	BRIEDES 1211	FATHEAD CUSTOM	12/11/2011	129.98	129.98	12/23/2011
	BURNS 1211	EXAM FEE	12/11/2011	60.00	60.00	12/23/2011
	CAIN 1211	ALL HANDS MEEITNG	12/11/2011	63.01	63.01	12/23/2011
	CHRISTENSE	MAYOR MEETING	12/11/2011	1,161.00	1,161.00	12/20/2011
	EDGETON 121	PRINTER REPLACEMENT	12/11/2011	105.70	105.70	12/23/2011
	GALLEGOS 12	INSUL WATRP	12/01/2011	645.50	645.50	12/23/2011
	HIER 1211	RUSS MARKET	12/11/2011	55.03	55.03	12/23/2011
	KELTY 1201	EDUCATION MATERIALS	12/01/2011	171.88	171.88	12/23/2011
	KOLEY 1211	TRAINING	12/11/2011	22.15	22.15	12/23/2011
	KUPER 12111	TRAINING	12/11/2011	168.30	168.30	12/23/2011
	PINA 121111	AMAZON- SUPPLIES	12/11/2011	179.97	179.97	12/23/2011
	STEWART 121	CIRSA SEMINAR	12/11/2011	124.91	124.91	12/23/2011
	STURGEON 1	HUD/DOT LUNCH	12/11/2011	80.85	80.85	12/23/2011
	WHITMORE 12	DINNER PRAB	12/01/2011	112.28	112.28	12/23/2011
Total 4240:				3,269.64	3,269.64	
<b>4244</b>						
<b>Boogie Down Light And Sound Inc.</b>						
	121011B1	TREE LIGHTING CEREMONY	11/28/2011	400.00	400.00	12/16/2011
Total 4244:				400.00	400.00	
<b>4406</b>						
<b>Rifle Creek Stone Inc</b>						
	28204	ROAD BASE	12/09/2011	550.28	.00	
Total 4406:				550.28	.00	
<b>4591</b>						
<b>Code Analysis And Design</b>						
	121511	PLAN REVIEW	12/15/2011	390.00	.00	
Total 4591:				390.00	.00	
<b>4602</b>						
<b>Anytime Sewer &amp; Drain Company</b>						
	908668	service call	12/21/2011	85.00	.00	
Total 4602:				85.00	.00	
<b>4630</b>						
<b>Kirkman, Ula</b>						
	80	PERFORMANCE/SR CENTER	12/13/2011	75.00	75.00	12/16/2011

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4630:				75.00	75.00	
<b>4701</b>						
<b>Tri County Fire Protection</b>						
	82563	ANNUAL MAIN INSPECTION	12/06/2011	788.00	.00	
Total 4701:				788.00	.00	
<b>4869</b>						
<b>My Precious Pet</b>						
	108	FISH TANK/SR CENTER	12/06/2011	130.00	130.00	12/16/2011
Total 4869:				130.00	130.00	
<b>4961</b>						
<b>Pioneer Sand Co</b>						
	964432	FOREST GRIND	11/29/2011	180.00	.00	
	964511	FOREST GRIND	12/14/2011	180.00	.00	
Total 4961:				360.00	.00	
<b>4967</b>						
<b>Touch Tone Communications</b>						
	112811	OM	11/28/2011	200.75	200.75	12/16/2011
	112811.	POLICE	11/28/2011	4.00	4.00	12/16/2011
Total 4967:				204.75	204.75	
<b>5081</b>						
<b>SKELLY, KAREN</b>						
	122111	RIFLE BUCKS	12/21/2011	20.00	20.00	12/23/2011
Total 5081:				20.00	20.00	
<b>5085</b>						
<b>DIGITAL ALLY</b>						
	10100270	Digital Ally DVM750 mobile video	12/01/2011	9,990.00	.00	
Total 5085:				9,990.00	.00	
<b>5237</b>						
<b>ESI-ELEVATOR SERVICES, INC.</b>						
	10554	ELEVATOR MAINT/SR CENTER	12/31/2011	1,904.00	.00	
Total 5237:				1,904.00	.00	
<b>5253</b>						
<b>FASTENAL</b>						
	46262	6 4X9	12/08/2011	16.16	.00	
	46278	1-X1 HWH	12/08/2011	5.83	.00	
Total 5253:				21.99	.00	
<b>5384</b>						
<b>MOUNTAIN HIGH PAINT</b>						
	122111	RIFLE BUCKS	12/21/2011	60.00	60.00	12/23/2011

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5384:				60.00	60.00	
<b>5426</b>						
<b>Sonny Conley</b>						
	120311	employee assistance program	12/03/2011	75.00	75.00	12/16/2011
Total 5426:				75.00	75.00	
<b>5492</b>						
<b>Matlock, Larry</b>						
	121611	REIMBURSEMENT CAR WASH	12/16/2011	.00	.00	
	122311	REIMBURSEMENT CAR WASH	12/23/2011	20.00	20.00	12/23/2011
Total 5492:				20.00	20.00	
<b>5503</b>						
<b>JAY-MAX SALES</b>						
	214040	GENESIS SAFETY GLASS MIRR	12/14/2011	25.44	.00	
	214136	NYL INST LKNUTS	12/21/2011	72.55	.00	
Total 5503:				97.99	.00	
<b>5510</b>						
<b>Glenwood Springs Custom Draper</b>						
	3542	OFFICE SHADES	11/23/2011	1,190.00	1,190.00	12/23/2011
Total 5510:				1,190.00	1,190.00	
<b>5516</b>						
<b>Rifle City Petty Cash - PD</b>						
	122311	city market	12/23/2011	24.58	24.58	12/23/2011
Total 5516:				24.58	24.58	
<b>5558</b>						
<b>Midland Art Co, LLC</b>						
	121111	Rifle Bucks - Shopping Incentive	12/11/2011	120.00	120.00	12/16/2011
Total 5558:				120.00	120.00	
<b>5670</b>						
<b>Thon, Bob</b>						
	2790	Piano Playing/Sr Cntr	12/02/2011	40.00	40.00	12/16/2011
Total 5670:				40.00	40.00	
<b>5752</b>						
<b>Accutest Mountain States</b>						
	DY-22492	alkalinity, organic carbon/water te	12/06/2011	1,372.00	.00	
Total 5752:				1,372.00	.00	
<b>5754</b>						
<b>GARFIELD COUNTY HUMAN SERVICES</b>						
	122111	SENIOR WELLNESS	12/21/2011	15.00	15.00	12/23/2011

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5754:				15.00	15.00	
<b>5796</b>						
<b>Norit Americas Inc.</b>						
	518213	Po 444	12/16/2011	1,825.00	1,825.00	12/23/2011
Total 5796:				1,825.00	1,825.00	
<b>5846</b>						
<b>Mesa County Health Department</b>						
	4592-11	Water Testing	12/13/2011	20.00	20.00	12/16/2011
	4593-11	Water Testing	12/13/2011	20.00	20.00	12/16/2011
	4594-11	Water Testing	12/13/2011	20.00	20.00	12/16/2011
	4595-11	Water Testing	12/13/2011	20.00	20.00	12/16/2011
	4596-11	Water Testing	12/13/2011	20.00	20.00	12/16/2011
	4597-11	Water Testing	12/13/2011	20.00	20.00	12/16/2011
Total 5846:				120.00	120.00	
<b>5861</b>						
<b>COUNTRY ATTIC</b>						
	121611	Rifle Bucks - Shopping Incenti	12/16/2011	240.00	240.00	12/16/2011
	121611.	Rifle Bucks - Shopping Incenti	12/16/2011	20.00	20.00	12/16/2011
Total 5861:				260.00	260.00	
<b>5864</b>						
<b>RIFLE PERFORMANCE MOTORSPORTS</b>						
	121611	RIFLE BUCK - SHOPPING INCE	12/16/2011	40.00	40.00	12/16/2011
	121611.	RIFLE BUCK - SHOPPING INCE	12/16/2011	40.00	40.00	12/16/2011
	122011	RIFLE BUCK - SHOPPING INCE	12/20/2011	100.00	100.00	12/23/2011
	122211	RIFLE BUCK - SHOPPING INCE	12/22/2011	60.00	60.00	12/23/2011
Total 5864:				240.00	240.00	
<b>5876</b>						
<b>Solar Winds</b>						
	IN58696	Network Perormance Monitor	12/28/2011	854.00	.00	
Total 5876:				854.00	.00	
<b>5887</b>						
<b>COLORADO WEST BROADCASTING, IN</b>						
	1260-00008-00	RIFLE BUCKS - SHOPPING INC	11/30/2011	480.00	480.00	12/16/2011
Total 5887:				480.00	480.00	
<b>5958</b>						
<b>Utility Refund</b>						
	121411.	REFUND-1992 PRIMONTORY CI	12/14/2011	180.00	180.00	12/16/2011
	2008101	REFUND-1300 HOWARD AVE-C	12/14/2011	2,383.92	2,383.92	12/16/2011
	2329103	REFUND-1347 ANVIL AVE	12/14/2011	78.66	78.66	12/16/2011
	2390101	REFUND-1595 AIRPORT RD	12/14/2011	27.62	27.62	12/16/2011
	2397108	REFUND-412 W 25TH ST	12/14/2011	170.04	170.04	12/16/2011
	3215102	REFUND-759 E 17TH ST	12/14/2011	.00	.00	
	3215102.	REFUND-759 E 17TH ST	12/14/2011	8.84	8.84	12/16/2011
	3216102	REFUND-755 E 17TH ST	12/14/2011	.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	3216102.	REFUND 755 E 17TH ST	12/14/2011	32.11	32.11	12/16/2011
	3261103	REFUND01101 E 19TH ST	12/14/2011	182.22	182.22	12/16/2011
	3450101	REFUND-1290 E 19TH ST	12/14/2011	66.96	66.96	12/16/2011
	3588101	REFUND-1267 E 19TH ST	12/14/2011	54.50	54.50	12/16/2011
	477103	REFUND-322 E 1ST ST	12/14/2011	97.54	97.54	12/16/2011
Total 5958:				3,282.41	3,282.41	
<b>6040</b>						
<b>AIS Industrial &amp; Construction Supply</b>						
	440970-01	ARM70-00	12/16/2011	16.81	.00	
	441091-00	SOCKET	12/16/2011	322.86	.00	
Total 6040:				339.67	.00	
<b>6048</b>						
<b>Tally Ho Shires &amp; Sporthorses</b>						
	121611	HAY RIDES	12/16/2011	600.00	600.00	12/16/2011
Total 6048:				600.00	600.00	
<b>6052</b>						
<b>Trane U.S. Inc.</b>						
	21448446	REPAIR	12/08/2011	882.00	.00	
Total 6052:				882.00	.00	
<b>6055</b>						
<b>Seastone Jeff</b>						
	121911	LUNCH -STAFF	12/19/2011	37.63	37.63	12/23/2011
Total 6055:				37.63	37.63	
<b>6137</b>						
<b>Impressions of Aspen</b>						
	15024	ADDRESS LABEL	11/28/2011	25.10	.00	
Total 6137:				25.10	.00	
<b>6153</b>						
<b>Symphony in the Valley</b>						
	122911	FUNDING	12/29/2011	2,500.00	.00	
Total 6153:				2,500.00	.00	
<b>6168</b>						
<b>City Market #443</b>						
	122111	RIFLE BUCKS	12/21/2011	380.00	380.00	12/23/2011
Total 6168:				380.00	380.00	
<b>6169</b>						
<b>Solely Skin</b>						
	122211	RIFLE BUCKS	12/22/2011	20.00	20.00	12/23/2011
Total 6169:				20.00	20.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>6175</b>						
<b>Walmart</b>						
	121911	RIFLE BUCKS	12/19/2011	2,940.00	2,940.00	12/23/2011
	122111	RIFLE BUCKS	12/21/2011	8,560.00	8,560.00	12/23/2011
Total 6175:				11,500.00	11,500.00	
<b>6176</b>						
<b>Table Top Press</b>						
	16400	DEC 15TH TO MARCH 15TH	12/15/2011	264.00	.00	
Total 6176:				264.00	.00	
<b>6181</b>						
<b>Colorado Gun Service</b>						
	121611	RIFLE BUCKS	12/16/2011	60.00	60.00	12/16/2011
Total 6181:				60.00	60.00	
<b>6182</b>						
<b>Trendz Clothing Co</b>						
	122111	RIFLE BUCKS	12/21/2011	1,560.00	1,560.00	12/23/2011
Total 6182:				1,560.00	1,560.00	
<b>6195</b>						
<b>Western Slope Communications</b>						
	33408	ADVERTISEMENT	11/29/2011	320.00	320.00	12/16/2011
	33409	ADVERTISEMENT	11/29/2011	320.00	320.00	12/16/2011
Total 6195:				640.00	640.00	
<b>6221</b>						
<b>Wells Fargo Financial Leasing</b>						
	6745544771	XEROX COPIER	12/02/2011	336.44	336.44	12/16/2011
Total 6221:				336.44	336.44	
<b>6225</b>						
<b>BRUBACHER DESIGN</b>						
	422	STOP SIGNS	12/21/2011	175.00	.00	
Total 6225:				175.00	.00	
<b>6248</b>						
<b>Colorado River Engineering, Inc.</b>						
	3836	RIFLE BOAT RAMP	12/21/2011	1,421.25	.00	
Total 6248:				1,421.25	.00	
<b>6264</b>						
<b>DOUBLE RR AND D</b>						
	121611	RIFLE BUCKS	12/16/2011	520.00	520.00	12/16/2011
Total 6264:				520.00	520.00	
<b>6280</b>						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>NEOPOST USA</b>						
	091011	EQUIP RENTAL	09/10/2011	149.85	149.85	12/16/2011
	13512563	INK CARTRIDGE	08/12/2011	286.99	286.99	12/16/2011
	46882627	EQUIPMENT RENTAL	03/09/2011	149.85	149.85	12/16/2011
	48121032	RENTAL	12/10/2011	149.85	149.85	12/23/2011
Total 6280:				736.54	736.54	
<b>6303</b>						
<b>Law Office of Angela Roff, PC</b>						
	402	CITY PROSECUTOR	11/30/2011	4,166.67	4,166.67	12/16/2011
Total 6303:				4,166.67	4,166.67	
<b>6332</b>						
<b>DIRECTV</b>						
	16568574972	MONTHLY FEE	11/29/2011	115.99	115.99	12/16/2011
Total 6332:				115.99	115.99	
<b>6354</b>						
<b>ALL SEASONS LAUNDRY</b>						
	23080	GYM TOWELS	11/30/2011	112.36	112.36	12/16/2011
Total 6354:				112.36	112.36	
<b>6383</b>						
<b>CENTURY LINK</b>						
	1193003214	FITNESS CENTER	12/11/2011	8.00	8.00	12/23/2011
Total 6383:				8.00	8.00	
<b>6389</b>						
<b>ANYTIME SEWER &amp; DRAIN</b>						
	722071	618 EAST AVE	09/09/2011	167.50	.00	
Total 6389:				167.50	.00	
<b>6402</b>						
<b>CENTURY LINK</b>						
	6250004 1201	OM	12/01/2011	446.67	446.67	12/16/2011
	6250115 1201	POLICE	12/01/2011	282.36	282.36	12/16/2011
	6250163 12011	WW	12/01/2011	282.36	282.36	12/16/2011
	6250164 1201	STREETS	12/01/2011	282.36	282.36	12/16/2011
	6250165 1201	WATER	12/01/2011	282.36	282.36	12/16/2011
	6250166 1201	PARKS	12/01/2011	282.36	282.36	12/16/2011
	6250183 1201	POLICE	12/01/2011	282.36	282.36	12/16/2011
	6250267 1201	POLICE	12/01/2011	295.86	295.86	12/16/2011
Total 6402:				2,436.69	2,436.69	
<b>6405</b>						
<b>TALENTWISE</b>						
	50997236	BACKGROUND CHECK	10/31/2011	187.20	187.20	12/23/2011
Total 6405:				187.20	187.20	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>6428</b>						
<b>TRADE CENTER AUTO RECYCLERS,INC</b>						
	109407	SEAT BOTTOM COVER	12/20/2011	200.00	.00	
Total 6428:				200.00	.00	
<b>6471</b>						
<b>TOOLS DIRECT USA</b>						
	122111	CORE DRILL	12/21/2011	2,437.00	.00	
	3143	M1 BASE VAC GASKET	12/16/2011	65.85	.00	
Total 6471:				2,502.85	.00	
<b>6473</b>						
<b>FR'S FOR LESS</b>						
	122111	RIFLE BUCKS	12/21/2011	80.00	80.00	12/23/2011
Total 6473:				80.00	80.00	
<b>6475</b>						
<b>SHEAR INTENSITY HAIR, NAIL SALON</b>						
	121911	RIFLE BUCKS	12/19/2011	60.00	60.00	12/23/2011
	122111	RIFLE BUCKS	12/21/2011	120.00	120.00	12/23/2011
Total 6475:				180.00	180.00	
<b>6479</b>						
<b>Thompson, Heather</b>						
	121611	REFUND ADOPTION COSTS	12/16/2011	50.00	50.00	12/16/2011
Total 6479:				50.00	50.00	
<b>6487</b>						
<b>Rayne, Alan</b>						
	121211	TREE LIGHTING CEREMONY	12/12/2011	100.00	100.00	12/16/2011
Total 6487:				100.00	100.00	
<b>6488</b>						
<b>Colorado Plumbing Service</b>						
	121211	REFUND PERMIT 0812	12/12/2011	5,000.00	5,000.00	12/16/2011
Total 6488:				5,000.00	5,000.00	
<b>6489</b>						
<b>SantaCruz, Claudia</b>						
	121611	MASSAGE-SENIOR WELLNESS	12/16/2011	90.00	90.00	12/16/2011
Total 6489:				90.00	90.00	
<b>6490</b>						
<b>Boone, Cheryl</b>						
	121211	MASSAGE-SENIOR WELLNESS	12/12/2011	90.00	90.00	12/16/2011
Total 6490:				90.00	90.00	
<b>6491</b>						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Union Pacific Railroad Company	240747	LS-RENT-2012	12/07/2011	600.00	600.00	12/16/2011
Total 6491:				600.00	600.00	
<b>6492</b> <b>Garfield County Treasurer</b>	120911	MEMBERSHIPD DUES 2012	12/09/2011	50.00	50.00	12/16/2011
Total 6492:				50.00	50.00	
<b>6494</b> <b>Erikson, Cinda</b>	121611	MASSAGE-SENIOR WELLNESS	12/16/2011	90.00	90.00	12/16/2011
Total 6494:				90.00	90.00	
<b>6495</b> <b>Active Communications</b>	121611	RIFLE BUCKS	12/16/2011	200.00	200.00	12/16/2011
Total 6495:				200.00	200.00	
<b>6496</b> <b>COLORADO CHAPTER OF ICC</b>	111711	ANNUAL DUES	11/17/2011	60.00	60.00	12/16/2011
Total 6496:				60.00	60.00	
<b>6497</b> <b>Ricehill, Gretchen</b>	122111	REFUND APPLIANCE REBATE	12/21/2011	271.36	271.36	12/23/2011
Total 6497:				271.36	271.36	
<b>6498</b> <b>Bergener, Elizabeth</b>	122111	REFUND APPLIANCE REBATE	12/21/2011	100.00	100.00	12/23/2011
Total 6498:				100.00	100.00	
<b>6499</b> <b>Barrett, Hattie</b>	122111	REFUND APPLIANCE REBATE	12/21/2011	100.00	100.00	12/23/2011
Total 6499:				100.00	100.00	
<b>6500</b> <b>Burton, Malia</b>	122111	REFUND APPLIANCE REBATE	12/21/2011	100.00	100.00	12/23/2011
Total 6500:				100.00	100.00	
<b>6501</b> <b>Miller, Monica</b>	122111	REFUND APPLIANCE REBATE	12/21/2011	100.00	100.00	12/23/2011

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6501:				100.00	100.00	
<b>6502</b> <b>Reichert, John</b>						
	122111	REFUND APPLIANCE REBATE	12/21/2011	100.00	100.00	12/23/2011
Total 6502:				100.00	100.00	
<b>6503</b> <b>Dinkel, Daryl</b>						
	122211	REFUND APPLIANCE REBATE	12/22/2011	100.00	100.00	12/23/2011
Total 6503:				100.00	100.00	
<b>6504</b> <b>Estrada, Aurora</b>						
	122111	CLEANING RIFLE THRIFT SHOP	12/21/2011	45.00	45.00	12/23/2011
Total 6504:				45.00	45.00	
<b>6505</b> <b>Ortega, Feliciano</b>						
	121711	REPAIR DOOR WINDOW RIFLE	12/17/2011	45.00	45.00	12/23/2011
Total 6505:				45.00	45.00	
Grand Totals:				223,937.96	94,436.86	

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

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

## Report Criteria:

Summary report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.



**To:** Mayor and City Council; John Hier, City Manager

**From:** Lisa Cain, City Clerk

**Date:** Thursday, December 29, 2011

**Subject:** Special Event Permit: BPOE Lodge Rifle Lodge #2195

---

BPOE Lodge Rifle Lodge #2195 has applied for a Special Event Permit to serve liquor at the Burning Mountains Fire Protection District's Holiday Event at 501 Airport Road on January 28, 2012.

The following criteria have been met by the applicant:

- The fees have been paid.
- The application is complete.
- The applicant has not exceeded 15 permit days in 2012.

The Public Hearing was properly noticed on the premises. Representatives from the applicant and Burning Mountains Fire Protection District will be present to discuss the application and answer questions.

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

DR 8439 (06/28/06)  
 COLORADO DEPARTMENT OF REVENUE  
 LIQUOR ENFORCEMENT DIVISION  
 1375 SHERMAN STREET  
 DENVER CO 80261  
 (303) 205-2300

## 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 type="checkbox"/> SOCIAL	<input type="checkbox"/> ATHLETIC	<input type="checkbox"/> PHILANTHROPIC INSTITUTION
<input checked="" 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	

<b>LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:</b>	<b>DO NOT WRITE IN THIS SPACE</b>
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 BPOE Lodge Rifle Lodge #2195	State Sales Tax Number (Required) 04-09357-0000
--	--

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP)  PO Box 1229 Rifle CO 81650	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP)  501 Airport Road Rifle CO 81650
---	--

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SECY OF ORG. or POLITICAL CANDIDATE Nancy Bayne, Secretary			

5. EVENT MANAGER Nancy Bayne	
---------------------------------	--

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	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
01-28-2012	From 6:00	p.m.	To 11:00												

**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 <i>Nancy Bayne</i>	TITLE Secretary	DATE 12-01-2011
---------------------------------	--------------------	--------------------

**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.**

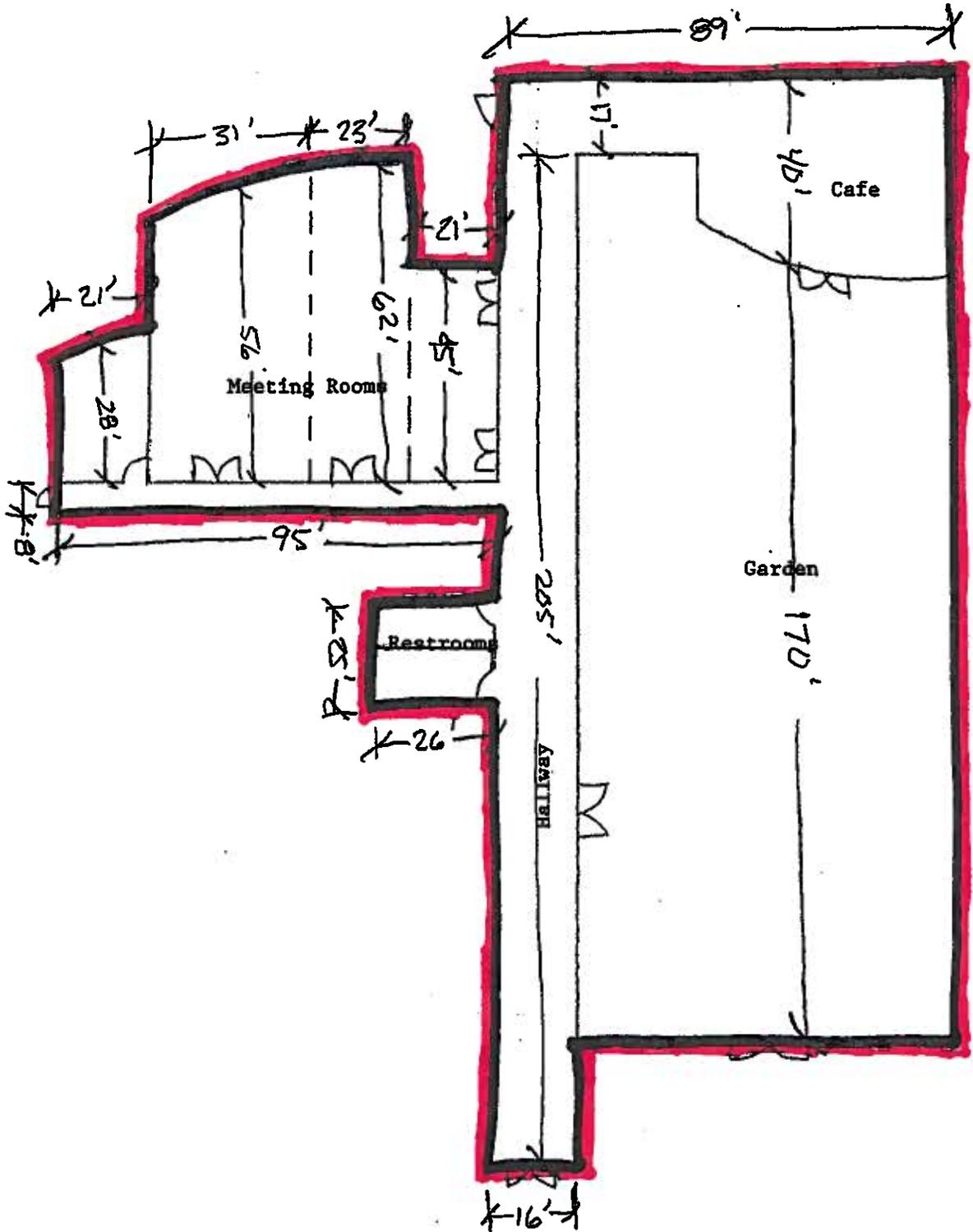
LOCAL LICENSING AUTHORITY (CITY OR COUNTY)	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
--	--	---------------------------------------

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)	\$ .

Grand River Hospital District





# Grand River Hospital District

*Hospital Services | Family Medicine | Internal Medicine | Women's Health | Specialty Services | Long Term Care | Occupational Health Services*

December 1, 2011

To Whom It May Concern:

Permission is granted for the BPOE Lodge Rifle Elks Lodge #2195 to have a Special Events Permit for alcoholic beverages during the Burning Mountains Fire District's Holiday Event to be held on Grand River Hospital District's premises on Saturday, January 28, 2012.

Please contact me if you have any questions or need further information.

Sincerely,

James C. Coombs, Jr., CEO  
Grand River Hospital District

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE**

I, Scott Gessler, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

**BPOE RIFLE ELKS #2195**

is a **Nonprofit Corporation** formed or registered on 07/03/1986 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871679886.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/14/2011 that have been posted, and by documents delivered to this office electronically through 10/18/2011 @ 10:33:54.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 10/18/2011 @ 10:33:54 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8068679.



A handwritten signature in black ink, appearing to read 'Scott Gessler', is written over a horizontal line.

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/2011/cert/confirm.asp> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us> click Business Center and select "Frequently Asked Questions."*

# City of Rifle

## Special Events Liquor Permit Application

Name of Applicant / Organization: BPOE Lodge Rifle Lodge #2195

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) 665-6405.

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? January 28, 2011

2. What security measures will you take to ensure your event will be safe for all participants and control entry of under age persons? I.D.'S checked and wristbands put on \_\_\_\_\_

3. Will minors be allowed at your event?  yes  no  
If "yes," what measures will you take to ensure that alcoholic beverages are not sold to or consumed by minors? \_\_\_\_\_

4. 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? Nancy Bayne or Christine DeForest \_\_\_\_\_

5. Have you included the appropriate fees with your application? yes  
Fees: For Malt, Vinous, and Spirituous Liquor or for Fermented Malt Beverage (3.2% Beer)  
Check payable to the *City of Rifle* for \$100.00 per event

6. Does your diagram of the intended licensed premises include:  
\_\_\_\_\_ Measurements/dimensions of the area to be licensed?  
\_\_\_\_\_ Points of ingress/egress?  
\_\_\_\_\_ An outline *in red* of the area to be licensed?

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

- \_\_\_\_\_ Sections 10-8-30, 10-8-50 & 10-8-60(7) No minors allowed on licensed premises
- \_\_\_\_\_ Section 10-8-80 Open container law
- \_\_\_\_\_ Section 6-5-170 Educational requirements for Licensees

Signature: Nancy Bayne

Date: 1-2-2011



# RIFLE POLICE DEPARTMENT

201 East 18th Street • Rifle, CO 81650-3237

## MEMORANDUM

---

**TO:** LISA CAIN, CITY CLERK  
**FROM:** DARYL MEISNER, CHIEF OF POLICE / VMS  
**DATE:** DECEMBER 28, 2011  
**RE:** SPECIAL EVENT PERMIT APPLICATIONS

---

I have reviewed revised special event permit applications for Elk's Lodge and Moose Lodge as transmitted to me electronically on December 28, 2011. It appears that both applications are accurately and thoroughly completed and I have no objection to approval of the permits.

/vms





**To:** Mayor and City Council; John Hier, City Manager  
**From:** Lisa Cain, City Clerk  
**Date:** Thursday, December 29, 2011  
**Subject:** Special Event Permits: Rifle Lodge #1345 Loyal Order of Moose

---

Rifle Lodge #1345 Loyal Order of Moose has applied for Special Event Permits at the Garfield County Fairgrounds (1001 Railroad Avenue) to provide liquor service during bullriding events on January 14, February 24, and March 9, 2012.

The following criteria have been met by the applicant:

- The fees have been paid.
- The application is complete.
- The applicant has not exceeded 15 permit days in 2012.

The Public Hearing was properly noticed on the premises. Representatives from the applicant 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 type="checkbox"/> SOCIAL               | <input type="checkbox"/> ATHLETIC                              | <input type="checkbox"/> PHILANTHROPIC INSTITUTION           |
| <input checked="" 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                 |  |

<b>LIAB</b>	<b>TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:</b>	
2110	<input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR	\$25.00 PER DAY
2170	<input type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer)	\$10.00 PER DAY

**DO NOT WRITE IN THIS SPACE**

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE <b>Rifle Moose Lodge 1345</b>	State Sales Tax Number (Required) <b>0419552</b>
---	---

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE  
 (Include street, city/town and ZIP)  
**Rifle Moose Lodge 1345  
 133 E. 3RD Street  
 Rifle, Co 81650**

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT  
 (Include street, city/town and ZIP)  
**Garfield County Fairgrounds  
 1001 Railroad Avenue  
 Rifle Co 81650**

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE <b>Phil Birchfield</b>			
5. EVENT MANAGER <b>Phil Birchfield</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 <b>JAN 14 2012</b>	Date <b>FEB 24 2012</b>	Date <b>MARCH 9 2012</b>	Date	Date
Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
<b>6:00 To 10:00 P.m.</b>	<b>6:00 To 10:00 P.m.</b>	<b>6:00 To 10:00 P.m.</b>	To .m.	To .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>Treasurer / Administrator</b>	DATE <b>12-2-11</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.**

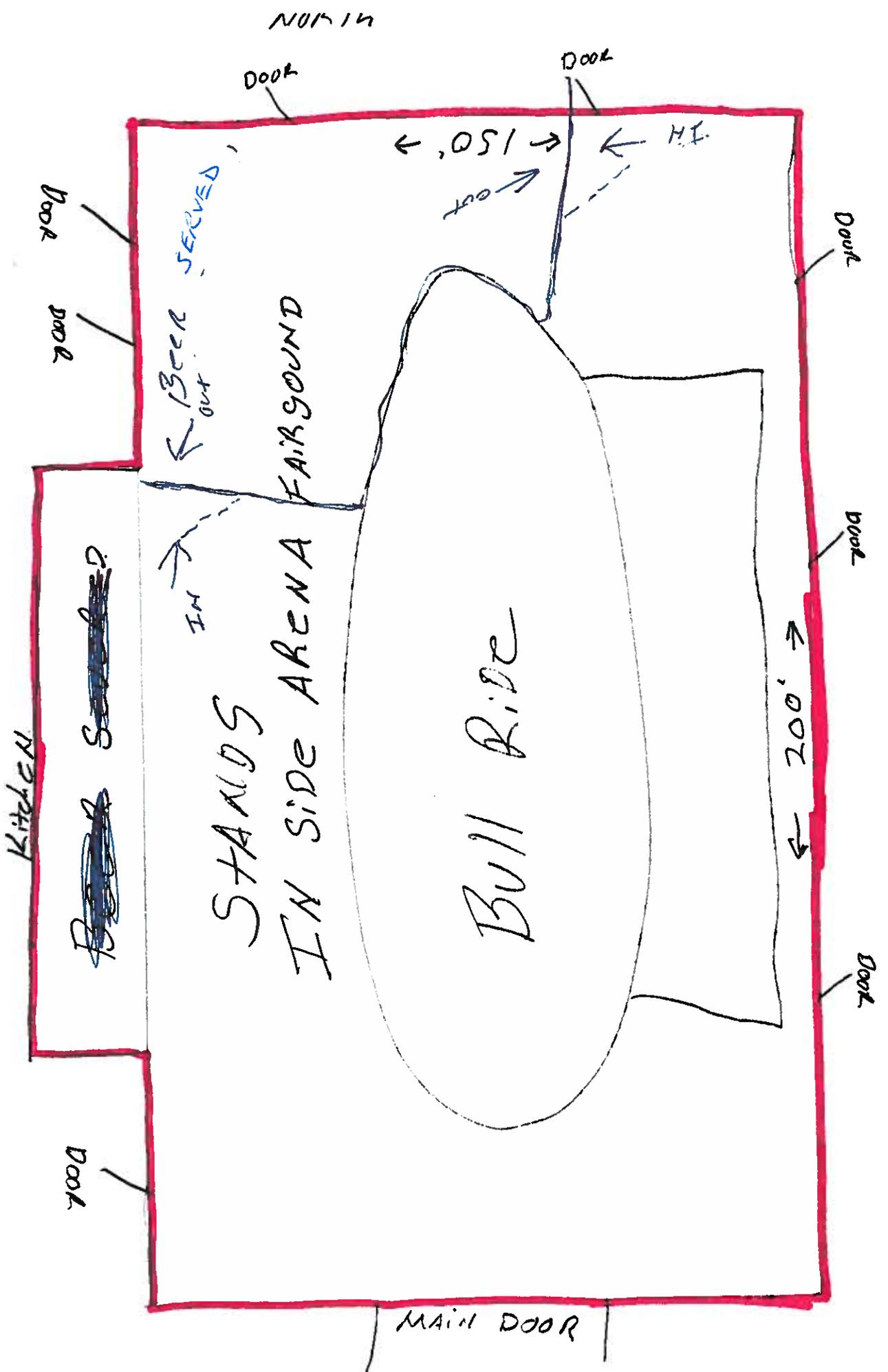
LOCAL LICENSING AUTHORITY (CITY OR COUNTY)	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
--	--	---------------------------------------

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)	\$

Phil Birchfield 725-510  
1015-579  
618-9478



09/09/2011

To Whom It May Concern,

I, Dave Ebeler, manager of the Garfield County Fairgrounds, grant permission for the Moose Lodge 1345 to serve alcoholic beverages in the Indoor Arena during the bullrides Nov. 26, 2011, Dec. 10, 2011, Jan. 14, 2012, Feb. 24, 2012 and March 9, 2012.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Ebeler", written in a cursive style.

Dave Ebeler

Garfield County Fairgrounds Manager

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE**

I, Scott Gessler, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

**RIFLE LODGE # 1345 LOYAL ORDER OF MOOSE**

is a **Nonprofit Corporation** formed or registered on 01/17/1940 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871104914.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/19/2011 that have been posted, and by documents delivered to this office electronically through 09/21/2011 @ 09:09:05.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 09/21/2011 @ 09:09:05 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8047595.



A handwritten signature in blue ink, reading "Scott Gessler", is written over a horizontal line.

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/hi/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click Business Center and select "Frequently Asked Questions."*

# City of Rifle

## Special Events Liquor Permit Application

Name of Applicant / Organization: Loyal Order of Moose #1345

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) 665-6405.

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? Jan 14<sup>th</sup>, Feb 24<sup>th</sup>, Mar 9<sup>th</sup> 2012

2. What security measures will you take to ensure your event will be safe for all participants and control entry of under age persons? The Security will make sure the area of the event will be under close supervision of all persons that enter the area and all minors shall be accompanied by a parent

3. Will minors be allowed at your event?  yes  no  
If "yes," what measures will you take to ensure that alcoholic beverages are not sold to or consumed by minors? The will be security and all minors must at all times be accompanied by their parents at these events.

4. 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? Bob Jo Baerjen, Loree Nieto, Lee Hickman, Dawn Parks

5. Have you included the appropriate fees with your application? yes  
Fees: For Malt, Vinous, and Spirituous Liquor or for Fermented Malt Beverage (3.2% Beer)  
Check payable to the City of Rifle for \$100.00 per event

6. Does your diagram of the intended licensed premises include:  
yes Measurements/dimensions of the area to be licensed?  
yes Points of ingress/egress?  
yes An outline *in red* of the area to be licensed?

7. I have read the Rifle Municipal Code provisions regarding (copies of these sections are attached to this form):  
yes Sections 10-8-30, 10-8-50 & 10-8-60(7) No minors allowed on licensed premises  
yes Section 10-8-80 Open container law  
yes Section 6-5-170 Educational requirements for Licensees

Signature: [Signature]

Date: 12-27-11



Shaping the Future of the West

[www.sonoraninstitute.org](http://www.sonoraninstitute.org)

TUCSON, ARIZONA

BOZEMAN, MONTANA

GLENWOOD SPRINGS, COLORADO

MEXICALI, BAJA CALIFORNIA

PHOENIX, ARIZONA

SHERIDAN, WYOMING

## MEMORANDUM

---

**To: Rifle City Council**  
**From: Sonoran Institute**  
**Re: Community Development Academy**  
**Date: December 27, 2011**

Dear Mayor Miller; Mayor Pro Tem Lambert; and Councilor Carter, Lambert, Rice, Sandborn, and Winkler:

This winter the Sonoran Institute is pleased to offer an informative seminar series covering important planning and development issues in the current economy, with an emphasis on linking community and economic development goals. This program, called the *Community Development Academy (CDA)*, will engage a group of community leaders in eight sessions on locally relevant topics including:

- Our region's history and future: background about our past as well as economic, demographic and market trends that will affect the future.
- Housing trends: exploring supply, demand and choice in our region.
- Real estate market trends: where are we headed?
- Feasibility: Financing and regulatory barriers to in-town development.
- Economic Development: what it is and how it works.
- Transportation and community design: challenges and connections.
- Coordination and Leadership: the role of partnerships, cooperation and leadership in building successful communities and strong economies.

### **Project Approach and Tentative Timeline**

The CDA will provide up to 25 participants from throughout the county with a forum for informed dialogue about the choices and issues facing our communities. Over eight weekly sessions, participants will discuss relevant topics with experts and guest lecturers from around the region. Each session will include roundtable discussion to allow participants to hear different perspectives, learn from peers and discuss specific challenges or opportunities in our region.

To ensure the CDA responds to local needs and values, we have interviewed several people from the public, private and non-profit sectors. Based on this input, the CDA aims to:

- Ü Increase understanding of our region and its economy
- Ü Improve linkages between community and economic development efforts
- Ü Provide a venue for local leaders to learn about and discuss responses to key planning and development challenges and opportunities in our region
- Ü Support coordination and cooperation between sectors and jurisdictions

Space in the CDA is limited to 25 participants from across the county. We will accept applications from January 1<sup>st</sup> to January 27<sup>th</sup>. Applicants will be notified by February 3<sup>rd</sup> and the first session will take place on February 20<sup>th</sup>.

We welcome your input and hope you can participate. If you have questions or ideas you would like to discuss, please do not hesitate to call Jillian Sutherland at 384-4364 x4002.



## MEMORANDUM

**TO:** Honorable Mayor and City Council

**FROM:** Matt Sturgeon, Assistant City Manager

**COPY:** John Hier, City Manager and Jim Neu, City Attorney

**DATE:** December 20, 2011

**SUBJECT:** Cacaloco Reinvestment Request  
Paper Waste and Equipment Storage

Jim and Kathy Duke (dba Cacaloco Composting) met with staff to discuss current operational issues that have arisen since the business opened in July 2011. Staff learned the lengthy permitting process and site preparation placed a financial strain on Cacaloco, because the company was unable to operate for several months after taking out loans to begin readying the site.

Upon the issuance of the State permit, Cacaloco immediately experienced growing pains due to the pent up demand for services. One of the largest service demands was related to the sludge removal associated with decommissioning Rifle's north wastewater lagoons. This oversupply of organic waste in the valley resulted in several months of odor mitigation that has been remedied.

Cacaloco's next challenge has been accommodating paper waste associated with the City ending its "regional" recycling program and implementing curbside pick-up. They are accepting paper materials from both MRI Rifle curbside customers and other western Garfield County residents/businesses. The wind exposure has made this job particularly difficult.

Cacaloco is proposing to construct a 1,200 sq. ft. structure to house paper waste. This structure would be placed on the north side of the leased area in a manner that would also assist in screening the off-loading zone of organic materials.

Because of the hardships encountered at start-up, Cacaloco is requesting the City participate in 40-percent (\$30,000) of the building cost (\$75,000). The City's participation would come in the form of releasing Cacaloco from its obligation to pay the City 20-percent of revenues generated in 2011 that exceeded the first \$100,000. Upon payment by Parker Ag (north sewer lagoons), Cacaloco will generate approximately \$283,000 in 2011. The City would participate in 20-percent of \$183,000 (approximately \$36,000).

Staff will bring this matter to Council January 4, 2012, for its consideration. Staff recommends City Council consider participating in the cost of this structure for the following reasons:

1. The City's objective in bringing Cacaloco to this site wasn't done to generate revenues;
2. The building will improve the aesthetics of the operations;
3. The building will allow the operator to accept higher amounts of paper waste which is a critical binding agent for the composting activity;
4. Cacaloco's willingness to participate in the north lagoon decommissioning greatly reduced the costs the City would have had to pay for material hauling; and
5. The City will own the structure at the end of the lease.

**DEPARTMENT OF PLANNING & DEVELOPMENT**

202 Railroad Avenue, Rifle, CO 81650

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



**MEMORANDUM**

**FROM:** Nathan Lindquist, Planner  
**TO:** Matt Sturgeon, Assistant City Manager  
**DATE:** December 21, 2011  
**RE:** Approval of Contract for HUD/DOT Downtown Grant Consultants

**REQUEST**

Staff requests that Council approve the contract (see Exhibit A) with lead consultant Charlier and Associates in the amount of \$415,118 for Phase 1 of the Downtown TOD Strategic Plan project.

**BACKGROUND**

The City of Rifle was awarded a Community Challenge Planning Grant totaling \$806,618 from the U.S. Department of Transportation (DOT) and the U.S. Department of Housing and Urban Development (HUD) in October 2010 through Rifle's participation in the Colorado Sustainable Main Streets Initiative. The project is entirely funded by federal agencies. The grant is designated towards the planning and design of multiple projects in downtown Rifle—including transit, street design, site and building design, market analysis, public outreach, and energy and sustainability. The major deliverable is a Transit-Oriented Development (TOD) Strategic Investment Plan that includes action steps intended to attract investment to downtown Rifle. This grant funding may not be used for construction.

In August 2011, Staff released an RFP to procure consultant services for Phase 1 of the project. Seventeen (17) proposals were submitted from consultants across the nation. None were from Rifle-based firms. The Selection Committee was made up of Helen Rogers (DDA), Sally Brands (RREDC), and city staff Matt Sturgeon, Nathan Lindquist, and Mike Braaten as well as Bill HAAS (Federal Highways Administration) and Joe Carter (DOLA).

In November 2011 the Selection Committee chose to interview the following finalists: Charlier and Associates, RNL, and NelsonNygaard. The Selection Committee chose Charlier and Associates to be the lead consultant for the project based on their demonstrated ability to undertake this type of project and their ability to interact effectively with the Rifle community. The selected consultant team includes the following firms and their roles in the project:

**DEPARTMENT OF PLANNING & DEVELOPMENT**

202 Railroad Avenue, Rifle, CO 81650

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



Charlier and Associates	Transit
EPS	Market Analysis
Van Meter Williams Pollack	Architecture
Drexel Barell	Engineering
Brendle Group	Energy and Sustainability
CLEER	Energy and Sustainability
Sonoran Institute	Communications and Public Outreach

The Phase 1 Scope of Work (see Exhibit C) is budgeted at \$445,118 (see Exhibit B). Note that the remainder of the grant funding (\$361,500) will be spent in Phase 2 of the project, at which point a contract for Phase 2 will be brought before Council.

# AGREEMENT FOR PROFESSIONAL SERVICES

Project Description: City of Rifle TOD Strategic Plan

City of Rifle Project Number: \_\_\_\_\_

Charlier Associates, Inc. Project Number: RFC-001

---

## Attachments:

Attachment A – Agreements between DOLA and the City of Rifle (HUD and DOT)

Attachment B – Project Team Budget

Attachment C – Project Scope of Work

Attachment D – Insurance Requirements

Form W-9

---

THIS AGREEMENT is entered into on January 4, 2012 between City of Rifle, Colorado (Client), located at 202 Railroad Avenue, Rifle, CO 81650 and Charlier Associates, Inc. (Consultant), located at 2511 31<sup>st</sup> St. Boulder, CO 80301.

## 1. SERVICES BY CONSULTANT

Consultant shall provide the professional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as Attachment C. Consultant warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the services in compliance with the provisions of this Agreement, including complying with the requirements of the HUD and DOT contracts (Attachment A), and all applicable laws and agrees to perform the services on the terms and conditions set forth herein. The Consultant shall furnish all services, labor and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement. As a specific component of its scope of work, Consultant shall provide services necessary for the Client to comply with the “Statement of Project” specified in the HUD and DOT contracts (Attachment A); Consultant’s work shall be carried out in a manner that complies with the rules and standards established by HUD and DOT, and Consultant shall deliver a final product that fulfills Client’s obligation to deliver a TOD Plan for downtown Rifle that includes specific components described in the “Statement of Project” found within (Attachment A).

## 2. INVOICING AND PAYMENT

- A. Client shall pay Consultant for such services on a time (hourly) basis per task, plus actual direct expenses, in accordance with the project budget (Attachment B). Invoices will be

submitted to Client monthly. Invoices will show fees and expenses by consulting firm by task and will include copies of receipts for any direct expenses.

- B. In accordance with Attachment B, Consultant's total budget is \$440,118. Consultant may not exceed the total labor or direct expense amounts shown in Attachment B without prior written approval of Client. Upon mutual written agreement between Client and Consultant, hours and budget allocations between tasks may be adjusted during the course of the project as needed.
- C. Consultant shall maintain time and expense records and provide them to Client upon request for three years in a format that is compatible with the HUD and DOT reporting requirements (Attachment A). Tasks and dollar amounts shall be broken out and assigned to the HUD and/or DOT contract.
- D. All invoices shall be paid by mailing a check within no more than 30 days after Client receives an invoice from Consultant.

Invoices should be mailed to:

Matt Sturgeon, Assistant City Manager  
City of Rifle, Colorado  
P.O. Box 1908  
Rifle, Colorado 81650

Checks should be mailed to:

Charlier Associates, Inc.  
Attn: Kelly Walker  
2511 31<sup>st</sup> St.  
Boulder, CO 80301

### 3. CHANGE ORDERS TO AGREEMENT AND TERMINATION OF AGREEMENT

- A. This Agreement, including the attachments, may be modified only with written consent by both parties (Consultant, Client).
- B. This Agreement may be terminated by either party upon 30 days' written notice, in which event all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to Client. Consultant shall be entitled to just and equitable compensation at the rate set forth in Attachment B for any work completed prior to the date of termination.

### 4. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda and other documents developed under this Agreement whether finished or not shall become the property of Client and may be used by Client as it sees fit.

## 5. INSURANCE AND OTHER DOCUMENTS

Consultant shall maintain commercial insurance as described in attachment D and follow instructions as to additional insured's, etc.

Insurance Certificates for Following:

Commercial General Liability

Automobile Liability

Workers' Compensation

Professional Liability

None – Client has waived insurance requirements due to:

It is required for Consultants to provide a Form W-9 to Client. A W-9 is attached.

I.R.S. Form W-9

## 6. RESOLUTION OF DISPUTES, GOVERNING LAW

This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Garfield, State of Colorado.

## 7. LICENSES AND TAXES

The collection of any taxes and payments to any tax agency is the sole responsibility of the Consultant. Any licenses, permits, etc necessary or required to perform the duties under this contract are the sole responsibility of the Consultant to obtain.

## 8. INDEPENDENT CONTRACTOR

The parties agree that the Consultant shall be an independent contractor and shall not be an employee, agent, or servant of Client. Consultant is not entitled to workers' compensation benefits from Client and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.

## 9. WORK BY ILLEGAL ALIENS PROHIBITED

This paragraph shall apply to all Consultants whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work, or information technology services or information technology products and services. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, Consultant warrants, represents, acknowledges, and agrees that:

A. Consultant does not knowingly employ or contract with an illegal alien.

- B. Consultant shall not knowingly employ or contract with an illegal alien to perform works or enter into a contract with a subcontractor that fails to verify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- C. Consultant has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104<sup>th</sup> Congress, as amended, and expanded in Public Law 156, 108<sup>th</sup> Congress, as amended, administered by the Department of Homeland Security (hereinafter, "E-Verify") in order to verify that Consultant does not employ illegal aliens. If Consultant is not accepted into E-Verify prior to entering into this Agreement, Consultant shall forthwith apply to participate in E-Verify and shall submit to Client written verification of such application within five (5) days of the date of this Agreement. Consultant shall continue to apply to participate in E-Verify, and shall certify such application to Client in writing, every three (3) months until Consultant is accepted or this Agreement is completed, whichever occurs first. This Paragraph 9 shall be null and void if E-Verify is discontinued.
- D. Consultant shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- E. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Consultant shall be required to:
  - (i) notify the subcontractor and Client within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- F. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.
- G. If Consultant violates this Paragraph, Client may terminate this Agreement for breach of contract. If this Agreement is so terminated, Consultant shall be liable for actual and consequential damages to Client arising out of said violation.

10. INDEMNIFICATION

Consultant hereby covenants and agrees to indemnify, save, and hold harmless Client, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Consultant, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

11. MISCELLANEOUS

- A. Agreement Subject to Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of Client, it shall be subject to annual appropriation pursuant to the City of Rifle Municipal Code and Article X, Section 20 of the Colorado Constitution. Client shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.
- B. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*
- C. Assignment. Consultant shall not assign this Agreement without Client's prior written consent.
- D. Attorneys' Fees. Should this Agreement become the subject of litigation between Client and Consultant, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first written above.

CONSULTANT (Charlier Assoc Inc.)

CLIENT (City of Rifle, Colorado)

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

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

NAME: James Charlier

NAME: Jay Miller

TITLE: President

TITLE: Mayor

**Attachment A:  
Agreements between City of Rifle and Colorado  
Department of Local Affairs:**

STATE OF COLORADO  
DEPARTMENT OF LOCAL AFFAIRS  
DOT NATIONAL INFRASTRUCTURE INVESTMENTS DISCRETIONARY  
GRANT PROGRAM (TIGER II)  
DIVISION OF LOCAL GOVERNMENT GRANT AGREEMENT  
with  
CITY OF RIFLE

and

STATE OF COLORADO  
DEPARTMENT OF LOCAL AFFAIRS  
HUD COMMUNITY CHALLENGE PLANNING GRANT (HUDC)  
DIVISION OF LOCAL GOVERNMENT GRANT AGREEMENT  
with  
CITY OF RIFLE

# **Attachment B: Project Team Budget**

**Attachment C: Project Team Scope of Work**

## Attachment D: Insurance Requirements

- A. Comprehensive General Liability Insurance. Consultant shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Consultant and naming Client as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of the Services with at least One Million Dollars (\$1,000,000) each occurrence. The limits of said insurance shall not, however, limit the liability of Consultant hereunder.
- B. Comprehensive Automobile Liability Insurance. Consultant shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Consultant and naming Client as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Consultant which are used in connection with the Project, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least One Million Dollars (\$1,000,000). The limits of said insurance shall not, however, limit the liability of Consultant hereunder.
- C. Terms of Insurance.
- (i) Insurance required by this Agreement shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than A+3A as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as Consultant deems reasonable for the Services. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to Client. Consultant shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Consultant changes to "occurrence," Consultant shall carry a six (6)-month tail. Consultant shall not do or permit to be done anything that shall invalidate the policies.

- (ii) The policies described in subparagraphs a. and b. above shall be for the mutual and joint benefit and protection of Consultant and Client. Such policies shall provide that Client, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of Consultant, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage Client may carry.
  
- D. Workers' Compensation and Other Insurance. During the term of this Agreement, Consultant shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law.
  
- E. Evidence of Coverage. Before commencing work under this Agreement, Consultant shall furnish to Client certificates of insurance policies evidencing insurance coverage required by this Agreement. Consultant understands and agrees that Client shall not be obligated under this Agreement until Consultant furnishes such certificates of insurance.

Phase I Waiver #: \_\_\_\_\_

**Catalog of Federal Domestic Assistance (CFDA) #20.933**

CMS Contract Routing # \_\_\_\_\_ NAA \_\_\_\_\_

Encumbrance # F11TIG11550

Account Code(s): \_\_\_\_\_

**STATE OF COLORADO  
DEPARTMENT OF LOCAL AFFAIRS  
DOT NATIONAL INFRASTRUCTURE INVESTMENTS DISCRETIONARY  
GRANT PROGRAM (TIGER II)  
DIVISION OF LOCAL GOVERNMENT GRANT AGREEMENT  
with  
CITY OF RIFLE**

**TABLE OF CONTENTS**

1. PARTIES.....	2
2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.....	2
3. RECITALS.....	2
4. DEFINITIONS.....	2
5. TERM AND EARLY TERMINATION.....	3
6. STATEMENT OF PROJECT.....	3
7. MATCHING FUNDS.....	3
8. GRANTEE FINANCIAL MANAGEMENT.....	3
9. PAYMENTS TO GRANTEE.....	4
10. REPORTING AND NOTIFICATION.....	5
11. GRANTEE RECORDS.....	5
12. CONFIDENTIAL INFORMATION-STATE RECORDS.....	6
13. CONFLICT OF INTEREST.....	6
14. REPRESENTATIONS AND WARRANTIES.....	7
15. INSURANCE.....	8
16. DEFAULT-BREACH.....	9
17. REMEDIES.....	9
18. NOTICES and REPRESENTATIVES.....	11
19. GOVERNMENTAL IMMUNITY.....	11
20. LEGAL RESIDENT.....	12
21. STATEWIDE CONTRACT MANAGEMENT SYSTEM.....	12
22. GENERAL PROVISIONS.....	12
23. COLORADO SPECIAL PROVISIONS.....	15
24. SIGNATURE PAGE.....	17
EXHIBIT A – APPLICABLE LAWS.....	1
EXHIBIT B – STATEMENT OF PROJECT (SOP).....	1
EXHIBIT C – SUPPLEMENTAL PROVISIONS FOR FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006 (FFATA).....	1

**1. PARTIES**

THIS GRANT AGREEMENT (“Grant”) is entered into by and between the City of Rifle (“Grantee”), and the STATE OF COLORADO (the “State”) acting by and through the Colorado Department of Local Affairs (the “Department”) for the benefit of the Division of Local Government (“DLG”).

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

This Grant shall not be effective or enforceable until approved and signed by the Colorado State Controller or authorized delegate (“Effective Date”), but shall be effective and enforceable thereafter in accordance with its provisions. The Department shall not be obligated to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision of this Grant prior to (*see checked options below*):

**A. Option**

The Effective Date.

**B. Option**

The later to occur of the Effective Date or the date of a separate letter issued by the Department (“Release of Funds Letter”) notifying Grantee of the completion of a satisfactory environmental review and authorizing Grantee to obligate or use Grant Funds.

**3. RECITALS**

**A. Authority, Appropriation, And Approval**

Authority for this Grant arises from CRS §24-32-705. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment and the required approval, clearance and coordination have been accomplished from and with appropriate agencies.

**B. Grantee**

Grantee is an eligible recipient of Grant Funds made available by the Program, as defined below, and awarded by this Grant. Grantee is aware of, willing and able to comply with all provisions specific to the Program, as set forth in Exhibit A and to complete the Project described in Exhibit B.

**C. Purpose and Department’s Role**

The Department administers funds made available to the Department for the purpose as described in Exhibit B.

**4. DEFINITIONS**

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

**A. Effective Date**

Effective Date means the date this Grant is effective and enforceable in accordance with §2 above.

**B. Exhibits and Other Attachments**

Exhibit means the following are attached hereto and incorporated by reference herein: Exhibit A, Applicable Laws, Exhibit B, Statement of Project, and Exhibit C, Supplemental Provisions for Federal Funding Accountability and Transparency Act of 2006 (FFATA).

**C. Goods**

Goods means any physical item produced or manufactured and acquired by Grantee either separately or in conjunction with the Services rendered hereunder that are required by the provisions hereof.

**D. Grant Funds**

Grant Funds means the funds available for distribution by the Department to Grantee for use in connection with the Project, as set forth in the Recitals and Statement of Project sections hereof.

**E. Party or Parties**

Party or Parties means one or both of the Department and Grantee.

**F. Program**

Program means the U.S. Department of Transportation Federal Highway Administration Infrastructure Investments Discretionary Grant Program (Tiger II Discretionary Grants), which provides funding for this Grant.

**G. Project**

Project means the Project described in the Recitals and **Exhibit B**.

**H. Project Budget**

Project Budget means the Project Budget described in **Exhibit B**.

**I. Services**

Services means services performed or tangible material produced or delivered in completing the Project and in performance of Grantee’s other obligations hereunder.

**J. Termination Date**

Termination Date means the date this Grant terminates as described in §5(A) below.

**K. Work Product**

Work Product means software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts, prepared by Grantee in completing the Project and in performance of Grantee’s other obligations hereunder.

**5. TERM AND EARLY TERMINATION**

**A. Initial Term-Work Commencement**

The term of this Grant shall commence on the Effective Date and terminate on February 28, 2014, unless terminated earlier as provided below. Grantee’s obligations under this Grant shall be undertaken and performed in the sequence and manner set forth in **Exhibit B**. Performance of this Grant shall commence as soon as practicable after (*see checked option below*):

- i.  the Effective Date; or
- ii.  the later to occur of the Effective Date and the date set forth in a Release of Funds Letter.

**B. Department’s Option to Extend**

The Department, in its sole discretion and upon written notice to Grantee, may unilaterally extend the term of this Grant for a period of up to three months under the same provisions as the original Grant if the Parties are negotiating a replacement contract (and not merely seeking a term extension) at or near the end of any initial term or an extension thereof. This extension shall terminate at the earlier of either the end of the three month period or when a replacement Grant is signed by the Parties and approved by the State Controller or authorized designee. Any other extension of the term of this Grant requires an amendment made in accordance with the Modification subsection of the General Provisions below.

**C. Early Termination**

This Grant is subject to early termination in accordance with the general remedies provisions of §17 below and as specifically otherwise provided for herein.

**6. STATEMENT OF PROJECT**

Grantee shall complete the Project and perform its other obligations as described herein and in **Exhibit B**. Grantee shall prosecute its obligations hereunder and in **Exhibit B** with due diligence to completion. The Department, in its sole discretion, but in accordance with limitations imposed by the Office of the State Controller, may change budgetary lines in the Project Budget section of **Exhibit B**. The Department shall send notice of such changes within 60 days in accordance with §18 below.

**7. MATCHING FUNDS**

**A. Amount**

Grantee shall provide matching funds as specified in **Exhibit B** and shall report to the Department regarding the status of such funds as required in **Exhibit B**.

**B. Breach**

Grantee’s failure to keep records, and/or to report may affect its continued participation in the Program under which this Grant operates. In addition, the Department may terminate this Grant under the Termination for Cause subsection of §17 below if the Department has reasonable evidence that Grantee will be unable to provide such matching funds during the term hereof.

**8. GRANTEE FINANCIAL MANAGEMENT**

**A. Accounts**

Grantee shall maintain properly segregated accounts of Grant funds, matching funds, and other funds associated with the Project and make those records available to the Department on request. All receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, in accordance with the Project Budget set forth in **Exhibit B**.

**B. Project Budget Line Item Adjustments**

Regarding budget lines within the Project Budget, Grantee may:

- i.  not adjust individual budget line amounts without approval of the Department. Such approval shall be in the form of:
  - a) a notice issued by the Department in accordance with §18 below; or
  - b) an amendment in accordance with the Modification subsection of the General Provisions below.
- ii.  adjust individual budget line amounts without the Department's approval if:
  - a) there are no transfers to or between administration budget lines; and
  - b) the cumulative budgetary line item changes do not exceed the lesser of fifteen percent of the total budgeted amount or \$20,000.

**9. PAYMENTS TO GRANTEE**

Grantee shall be paid in the following amounts and manners, subject to return of any unexpended Grant Funds:

**A. Maximum Amount**

The maximum amount payable under this Grant to Grantee by the Department shall be \$395,600, as determined by the Department from available funds. The Department shall reimburse Grantee for costs approved in the Grant budget, set forth in **Exhibit B**. Satisfactory performance under the terms of this Grant shall be a condition precedent to the Department's obligation to reimburse Grantee. The maximum amount of Grant Funds payable as reimbursement under this Grant, and any extension hereof, shall include all Grantee's fees, costs and expenses.

**B. Payment**

All payments are subject to the §17 below.

**i. Method and Time**

Grantee periodically shall submit invoices to the Department in the form and manner set forth in **Exhibit B**, and attach timesheets, receipts and other requested documentation in the form and manner approved by the Department. Grantee shall submit request for reimbursements/invoices within 30 days after the end of the period for which payment is requested, and final billings under this Grant shall be received by the Department within 45 days after termination hereof. Untimely requests for payment may be accepted at the sole discretion of the Department.

**ii. Electronic Funds Transfer**

Payments shall be made by one of the following methods:

- a) by mutually agreeable method including in-person pickup,
- b) electronic funds transfer (EFT) if Grantee provides written EFT instructions to the Department on a form acceptable to the Department, or
- c) via the U.S. Postal Service or other delivery service addressed as specified by Grantee in the remittance address section of **Exhibit B**.

**iii. Erroneous Payments, Unexpended and Excess Funds**

Grantee shall refund payments made by the State in error for any reason, including, but not limited to overpayments or improper payments, within 15 days of discovering or receiving notice of such error. Any funds paid to Grantee hereunder not expended in connection with this Grant by the termination date shall be refunded by Grantee within 15 days of such date. Any funds not required to complete Grantee's obligations hereunder shall be de-obligated by the State. If Grantee receives funds hereunder during any fiscal year in excess of its spending limit for such fiscal year, Grantee shall refund all excess funds to the State within 15 days of the later of of discovering or receiving notice of such excess. Erroneous, unexpended, and excess funds received by Grantee under this Grant shall not be refunded or paid to any party other than the State.

**iv. Available Funds-Contingency-Termination**

The Department is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in §2 of the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the Department's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the Department's liability for such payments shall be limited to the amount remaining of such encumbered funds.

**C. Additional Funds**

Grantee shall provide any additional or matching funds necessary to perform its obligations in accordance with the budget in **Exhibit B**.

**D. Remedies**

If state or federal funds are not appropriated, or otherwise become unavailable to fund this Grant, the State may immediately terminate the Grant in whole or in part without further liability in accordance with §17(B) below. If additional funds under §9(C) are unavailable in whole or part, the State may, in its sole discretion, reduce its total funding commitment hereunder in proportion to the reduction in additional funds. If Grantee fails to refund payments as set forth in §9(B)(iii) above, the State may offset the amount not returned against any other unpaid funds the State owes Grantee under any other grant, agreement, or obligation between the Parties.

**10. REPORTING AND NOTIFICATION**

Reports and analyses required under this section shall be made in accordance with procedures and in such form as prescribed by the Department.

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

Grantee shall comply with all reporting requirements set forth in **Exhibit B**.

**B. Litigation**

Within 10 days after being served with any pleading related to this Grant or the Project, in a legal action filed with a court or administrative agency, Grantee shall notify the Department of such action and deliver copies of such pleadings to the Department's principal representative in accordance with §18 below. If a Department principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of the Department.

**C. Noncompliance**

Grantee's failure to provide reports and notify the Department in a timely manner in accordance with this section may result in the delay of payment of funds and/or termination under §17 below.

**11. GRANTEE RECORDS**

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

**A. Maintenance**

Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Project or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder.

Grantee shall maintain such records (the Record Retention Period) until the last to occur of the following:

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

**B. Inspection**

Grantee shall permit the State, the federal government or any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Records Retention Period to assure compliance with the terms hereof or to evaluate Grantee's performance. The Department reserves the right to inspect the Project at all reasonable times and places during the term of this Grant, including any extension. The provisions §14(E), §16, and/or §17 below shall apply if project performance does not conform to Grant requirements.

**C. Monitoring**

Grantee also shall permit the State, the federal government or any other duly authorized agent of a governmental agency, in the sole discretion of such governmental agency, to monitor all activities conducted by Grantee pursuant to this Grant, using any reasonable procedure, at the discretion of such governmental agency, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, and formal audit examinations. All such monitoring shall be performed in a manner which will not unduly interfere with Grantee’s performance hereunder.

**D. Final Audit Report**

If an audit is performed on Grantee’s records for any fiscal year covering a portion of the term of this Grant, Grantee shall submit one copy of the final audit report to the Department’s principal representative at the address specified in §18 below.

**12. CONFIDENTIAL INFORMATION-STATE RECORDS**

Grantee acknowledges that it may become privy to confidential information in connection with its performance hereunder, including but not limited to State records, personnel records, and information concerning individuals (“Confidential Information”). The following applies if Grantee receives confidential information:

**A. Confidentiality**

Grantee shall keep all Confidential Information confidential at all times and comply with all laws and regulations concerning confidentiality of information to the same extent applicable to the Department. Any request or demand for information in the possession of Grantee made by a third party shall be forwarded immediately to the Department’s principal representative for resolution.

**B. Notification**

Grantee shall notify each of its agents, employees, sub-grantees, subcontractors and assigns (each a “Related Party”) who may come into contact with Confidential Information that such party is subject to the confidentiality requirements set forth herein, and shall provide each Related Party with a written explanation of such requirements before permitting such party to access any information of the Department.

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

Confidential Information of any kind shall not be distributed or sold to any third party or used by Grantee or a Related Party in any way, except as authorized by this Grant and as approved by the Department. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other Confidential Information wherever located. Confidential Information shall not be retained in any files or otherwise by Grantee or a Related Party, except as set forth in this Grant and approved by the Department.

**D. Disclosure-Liability**

Disclosure of State records or other Confidential Information by Grantee or a Related Party for any reason may be cause for legal action against Grantee or such Related Party by the State or third parties and defense of any such action shall be Grantee’s sole responsibility.

**E. Health Insurance Portability & Accountability Act of 1996 (“HIPAA”)**

This section  shall, or shall not  apply to this Grant. Federal law and regulations governing the privacy of certain health information requires a “Business Associate Contract” between the Department and Grantee. 45 C.F.R. Section 164.504(e). Attached and incorporated herein by reference and agreed to by the Parties is a HIPAA Business Associate Addendum for HIPAA compliance. Terms of the Addendum shall be considered binding upon execution of this Grant and shall remain in effect during the term of this Grant, including any extension.

**13. CONFLICT OF INTEREST**

**A. Definition and Appearance**

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee’s obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the Department’s interests. Absent the Department’s prior written approval, Grantee shall refrain from any practices, activities or relationships which reasonably appear to be in conflict with the full

performance of Grantee's obligations to the Department hereunder. Grantee shall comply with the provisions of CRS §18-8-308 and §24-18-101-109.

**B. Specific Prohibitions**

Grantee's and sub-grantee's respective officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Grantee's potential subgrantees, or parties to sub-contracts. Grantee's employees, officers, agents or any permitted sub-grantees shall not participate in the selection, award, or administration of this Grant or any sub-grant or sub-contract, if an actual or apparent conflict of interest would occur. Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award:

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

**C. Determination by Department - Default**

If Grantee is uncertain as to the existence of a conflict of interest, Grantee shall submit to the Department a disclosure statement setting forth the relevant details for the Department's consideration. Failure to promptly submit a disclosure statement or to follow the Department's direction in regard to the apparent conflict shall be considered a material default of this Grant and grounds for termination under the Termination for Cause subsection of §17 below.

**D. Code of Performance**

Grantee, and sub-grantees and subcontractors, if any, shall maintain a written code of standards governing the performance of their respective employees, agents, and contractors engaged in the award and administration of this Grant, or subcontract or subgrant, if any. Grantee shall provide a copy of such code to the Department within 10 days of the Department's written request therefore.

**14. REPRESENTATIONS AND WARRANTIES**

The Parties make the following specific representations and warranties to each other, upon which each is relying in entering into this Grant.

**A. Standard and Manner of Performance**

Grantee shall perform its obligations hereunder, including in accordance with the highest professional standard of care, skill and diligence. Grantee shall perform its obligations hereunder in the sequence and manner set forth in **Exhibit B**.

**B. Inspection and Verification**

The Department reserves the right to inspect and monitor Grantee's performance hereunder at all reasonable times and places to verify that they conform to the requirements of **Exhibit B**. The provisions §14(E), §16, and/or §17 below shall apply if Grantee's performance does not conform to Grant requirements.

**C. Legal Authority-Grantee and Grantees Signatory**

Grantee warrants that it possesses the legal authority to enter into this Grant and has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant and to bind Grantee to its terms. The person signing and executing this Grant on behalf of Grantee hereby represents and warrants and guarantees that they have full authorization to do so. If requested by the Department, Grantee shall provide the Department the basis for Grantee's authority to enter into this Grant within 15 days of receiving such request.

**D. Licenses, Permits, Etc**

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it will have, at its sole expense, all licenses, certifications, approval, insurance, permits, and other authorization required by law to perform its obligations hereunder. Additionally, all employees of Grantee performing services under this Grant shall hold the required licenses or certifications, if any, to perform their duties, Grantee, if a foreign corporation or other entity transacting business in the State of Colorado, further certifies that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept

service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform this Grant, shall be deemed to be a default by Grantee and grounds for termination under Grant §17(A) below.

**E. Breach**

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

**15. INSURANCE**

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

**A. Grantee**

**i. Public Entities**

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the Governmental Immunity Act"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under such Act. Grantee shall show proof of such insurance satisfactory to the Department, if requested by the Department. Grantee shall require each grant or contract with a sub-grantee or subcontractor which is a public entity, providing Goods or Services in connection with this Grant, to include the insurance requirements necessary to meet sub-grantees liabilities under the Act.

**ii. Non-Public Entities**

If Grantee is not a "public entity" within the meaning of the Governmental Immunity Act, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in subsection B of this section with respect to sub-grantees and sub-contractors which are not "public entities".

**B. Sub-grantees and Subcontractors**

Grantee shall require each contract with a sub-grantee or subcontractor, other than those that are public entities, providing Goods or Services in connection with this Grant to include insurance requirements substantially similar to the following:

**i. Worker's Compensation**

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of sub-grantee or subcontractor employees acting within the course and scope of their employment.

**ii. General Liability**

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a) \$1,000,000 each occurrence;
- b) \$1,000,000 general aggregate;
- c) \$1,000,000 products and completed operations aggregate; and
- d) \$50,000 any one fire.

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

**iii. Automobile Liability**

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

**iv. Additional Insured**

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

**v. Primacy of Coverage**

Coverage required of the sub-grantee or subcontractor shall be primary over any insurance or self-insurance program carried by Grantee or the State.

**vi. Cancellation**

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §18 (Notices and Representatives) within seven days of Grantee's receipt of such notice.

**vii. Subrogation Waiver**

All insurance policies in any way related to the Grant and secured and maintained by Grantee's sub-grantees or subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

**C. Certificates**

Each of Grantee's subcontractors and subgrantees shall provide certificates showing insurance coverage required hereunder to Grantee within seven business days of the Effective Date, but in no event later than the commencement of the Services or delivery of the Goods under the subcontract or subgrant. No later than 15 days prior to the expiration date of any such coverage, each subcontractor or subgrantee shall deliver to Grantee certificates of insurance evidencing renewals thereof upon request by the Department or at any other time during the term of a subcontract or subgrantee, Grantee may request in writing, and the subcontractor or subgrantee shall thereupon within 10 days supply to Grantee, evidence satisfactory to Grantee and the Department of compliance with the provisions of this section.

**16. DEFAULT-BREACH**

**A. Defined**

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

**B. Notice and Cure Period**

In the event of a default or breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §18 below. If such default or breach is not cured within 30 days of receipt of written notice or, if a cure cannot be completed within 30 days, cure of the default or breach has not begun within said period and pursued with due diligence, the aggrieved Party may terminate this Grant by providing written notice thereof, as provided for in §18 below, specifying the effective date of the termination. Notwithstanding anything to the contrary herein, the Department, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

**17. REMEDIES**

If Grantee is in default or breach under any provision of this Grant, the Department shall have all of the remedies listed in this section in addition to all other remedies set forth in other sections of this Grant. The Department may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

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

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the Department may notify Grantee of such non-performance in accordance with the §16 above and §18 below. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the Department, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the Department of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

**i. Obligations and Rights**

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

**ii. Payments**

The Department shall pay Grantee only for accepted performance received up to the date of termination. If, after termination by the Department, it is determined that Grantee was not in default or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described in §17(B) below.

**iii. Damages and Withholding**

Notwithstanding any other remedial action by the Department, Grantee also shall remain liable to the Department for any damages sustained by the Department by virtue of any default under this section by Grantee and the Department may withhold any payment to Grantee for the purpose of mitigating the Department's damages, until such time as the exact amount of damages due to the Department from Grantee is determined. Further, the Department may withhold amounts due to Grantee as the Department deems necessary to protect the Department against loss because of outstanding liens or claims of former lien holders and to reimburse the Department for the excess costs incurred in procuring similar goods or services. Grantee shall be liable for excess costs incurred by the Department in procuring from third parties replacement Services or substitute Goods as cover.

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

The Department is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and Courts. If this Grant ceases to further the public policy of the State, the Department, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the Department of this right shall not be deemed a breach of the Department's obligations hereunder. This subsection shall not apply to a termination of this Grant by the Department for cause or default by Grantee, which shall be governed by §17(A) above.

**i. Method and Content**

The Department shall notify Grantee of the termination in accordance with §16 above and §18 below specifying the effective date of the termination and whether it affects all or a portion of this Grant.

**ii. Obligations and Rights**

Upon receipt of a termination notice, Grantee shall be subject to and comply with §17(A)(i) above.

**iii. Payments**

If this Grant is terminated by the Department in furtherance of the public interest of the State of Colorado, Grantee shall be paid for satisfactory performance up to the date of termination less payments previously made.

**C. Remedies Not Involving Termination**

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

**i. Suspend Performance**

Suspend Grantee’s performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the Department without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the Department’s directive and the Department shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

**ii. Withhold Payment**

Withhold payment to Grantee until corrections in services are satisfactorily completed and /or acceptable goods are provided.

**iii. Deny Payment**

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

**iv. Removal**

Demand removal of any of Grantee’s employees, agents, or subcontractors whom the Department deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the Department’s best interest. Replacement of any key personnel hereunder shall be done in accordance with the relevant provisions of **Exhibit B**.

**18. NOTICES and REPRESENTATIVES**

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

**A. Department:**

Tony Hernandez, Director of Local Government  
Colorado Department of Local Affairs  
1313 Sherman St., Room 521  
Denver, CO 80203  
Email: [tony.hernandez@state.co.us](mailto:tony.hernandez@state.co.us)

**B. Grantee:**

Keith Lambert, Mayor  
City of Rifle  
202 Railroad Ave.  
Rifle, CO 81650  
Email: [klambert@rifleco.org](mailto:klambert@rifleco.org)

**19. GOVERNMENTAL IMMUNITY**

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

## 20. LEGAL RESIDENT

This section  shall, or shall not  apply to this Grant. Grantee must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Grant by requiring the following:

### A. Identification:

The applicant shall produce one of the following personal identifications:

- i. A valid Colorado driver's license or a Colorado identification card, issued pursuant to article 2 of title 42, C.R.S.; or
- ii. A United States military card or a military dependent's identification card; or
- iii. A United States Coast Guard Merchant Mariner card; or
- iv. A Native American tribal document.

### B. Affidavit

The applicant shall execute an affidavit herein attached as **Form 1**, Affidavit of Legal Residency, stating:

- i. That **they are** United States citizen or legal permanent resident; or
- ii. That **they are** otherwise lawfully present in the United States pursuant to federal law.

## 21. STATEWIDE CONTRACT MANAGEMENT SYSTEM

[This section shall apply when the maximum amount in §9(A) is \$100,000 or higher]

By entering into this Grant, the Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

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

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

## 22. GENERAL PROVISIONS

### A. Assignment

Except as otherwise specifically provided in **Exhibit B**, Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted, without the prior, written consent of the State. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts/subcontractors approved by Grantee or the State shall be subject to the provisions hereof. Grantee shall be solely responsible for all aspects of subcontracting arrangements and performance.

### B. Binding Effect

Unless otherwise provided herein, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

**C. Captions**

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

**D. Counterparts**

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

**E. Entire Understanding**

This Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous addition, deletion, or other amendment hereto shall not have any force or affect whatsoever, unless embodied herein.

**F. Indemnification**

**i. Intergovernmental Grants**

If this is an intergovernmental Grant, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

**ii. Non-Intergovernmental Grants**

If this is not an intergovernmental Grant, Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Grant.

**G. Jurisdiction and Venue**

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

**H. List of Selected Applicable Laws**

Grantee at all times during the performance of this Grant shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth on **Exhibit A, Applicable Laws**, attached hereto, which laws and regulations are incorporated herein and made part hereof. Grantee also shall require compliance with such laws and regulations by sub-contractors under sub-contracts permitted by this Grant.

**I. Modification**

**i. By the Parties**

Except as specifically provided in this Agreement, modifications of this Agreement shall not be effective unless agreed to in writing by both parties in an amendment to this Agreement, properly executed and approved in accordance with Colorado State law and State Fiscal Rules.

**ii. By Operation of Law**

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

**J. Order of Precedence**

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

- i. Exhibit C Supplemental Provisions for Federal Funding Accountability and Transparency Act
- ii. Colorado Special Provisions
- iii. The provisions of the main body of this Grant

iv. Exhibit A Applicable Laws

v. Exhibit B Statement of Project

**K. Severability**

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

**L. Survival of Certain Agreement Terms**

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

**M. Third Party Beneficiaries**

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

**N. Waiver**

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

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

### **23. COLORADO SPECIAL PROVISIONS**

These Special Provisions apply to all State contracts except where noted in *italics*.

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

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

**B. 2. FUND AVAILABILITY. CRS §24-30-202(5.5).**

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

**C. 3. GOVERNMENTAL IMMUNITY.**

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

**D. 4. INDEPENDENT CONTRACTOR.**

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

**E. 5. COMPLIANCE WITH LAW.**

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

**F. 6. CHOICE OF LAW.**

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

**G. 7. BINDING ARBITRATION PROHIBITED.**

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

**H. 8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**

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

**I. 9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.**

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

**J. 10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. *[Not Applicable to intergovernmental agreements]***

Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

**K. 11. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. *[Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]***

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

**L. 12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.**

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

Revised 1/1/09

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

24. SIGNATURE PAGE

**THE PARTIES HERETO HAVE EXECUTED THIS GRANT**

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

<p style="text-align: center;"><b>GRANTEE</b> City of Rifle , Colorado</p> <p>By: <u>Keith Lambert</u> Name of Authorized Individual</p> <p>Title: <u>Mayor</u> Official Title of Authorized Individual</p> <p><u></u> *Signature</p> <p>Date: <u>06-16-11</u></p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> <b>John W. Hickenlooper, GOVERNOR</b></p> <p style="text-align: center;">DEPARTMENT OF LOCAL AFFAIRS</p> <p>By: _____ Reeves Brown, Executive Director</p> <p>Date: _____</p> <hr/> <p style="text-align: center;">PRE-APPROVED FORM CONTRACT REVIEWER</p> <p>By: _____ Teri Davis, Director of Financial Assistance Services</p> <p>Date: _____</p>
---	--

**ALL GRANTS REQUIRE APPROVAL by the STATE CONTROLLER**

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

<p><b>STATE CONTROLLER</b> David J. McDermott, CPA</p> <p>By: _____ Barbara M. Casey, Controller Delegate</p> <p>Date: _____</p>
--

**EXHIBIT A – APPLICABLE LAWS**

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

1. 29 U.S.C. 201, et seq. - Federal Fair Labor Standards Act
2. 33 U.S.C. 1251, et seq. - Section 404 of the Clean Water Act as amended.
3. P.L. 93-205, - Section 7 of the Endangered Species Act.
4. 21 U.S.C. 1101, et seq. - Drug Abuse Office and Treatment Act of 1972 as amended
5. 42 U.S.C. 4151, et seq. - Architectural Barriers Act of 1968
6. 33 U.S.C. 1251 - 1376 - Federal Water Pollution Control Act, as amended.
7. 31 U.S.C. 7501, et seq. - Single Audit Act of 1984
8. 24 C.F.R. Part 58, Environmental Review Procedures For Entities Assuming HUD Environmental Responsibilities
9. 40 C.F.R. 1500-1508, as amended, Council on Environmental Quality Regulations Implementing NEPA
10. 42 U.S.C. 12101, et seq. - Americans with Disabilities Act of 1990
11. 20 U.S.C. 1681 through 1683 and 1685 - 1687 - Title IX of the Education Amendments of 1972, as amended.
12. 29 U.S.C. 794 - Section 504 of the Rehabilitation Act of 1973
13. 42 U.S.C. 2000d, et seq. - Title VI of the Civil Rights Act of 1964
14. 31 U.S.C. 1352 - Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions
15. 5 U.S.C. 552, as amended - Freedom of Information Act.
16. P.L. 109-282, as amended by P.L. 110-252, Section 6202 - Federal Funding Transparency and Accountability Act of 2006, as amended.
17. Executive Order 11246 - Equal Employment Opportunity
18. Executive Order 12372 - Intergovernmental Review of Federal Programs
19. Executive Order 12549 - Debarment and Suspension
20. Executive Order 12898 - Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
21. Executive Order 13166 - Improving Access to Services for Persons with Limited English Proficiency.
22. Executive Order 13513 - Federal Leadership on Reducing Text Messaging While Driving
23. 49 C.F.R. 18 - Uniform Administrative Requirements for Grants and Agreements
24. 2 C.F.R. Part 225 - Cost Principles for State and Local Governments
25. 2 C.F.R. Part 1200 - Non-procurement Suspensions and Debarment
26. 41 C.F.R. Parts 60, et seq. - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements)
27. 49 C.F.R. Part 20 - New Restrictions on Lobbying
28. 49 C.F.R. Part 21 - Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964
29. 49 C.F.R. Part 24, as amended - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
30. 49 C.F.R. Part 25 - Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance.
31. 49 C.F.R. Part 27 - Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
32. 49 C.F.R. Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
33. 49 C.F.R. Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance)
34. 49 C.F.R. Parts 27 and 38 - DOT's implementing ADA regulations, including the ADA Accessibility Guidelines in Part 37, Appendix A.
35. 49 C.F.R. Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
36. A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments.
37. A-102 Grants and Agreements with State and Local Governments
38. A-133 Audits of States, Local Governments, and Non-Profit Organizations
39. C.R.S. 24-75-601 et seq., as amended, Legal Investment of Public Funds

(Department of Local Affairs, as the Recipient of this TIGER II grant, requires the City of Rife, as the Grantee, also comply with the following certifications and assurances A-1 thru A-4)

**EXHIBIT A 1**

**TITLE VI ASSURANCE  
(Implementing Title VI of the Civil Rights Act of 1964, as amended)**

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS AND  
ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

By signing and submitting the Technical Application and by entering into the Agreement under the TIGER II Discretionary Grant program, the Recipient hereby agrees that:

1. As a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, Recipient will comply with: Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d--42 U.S.C. 2000d-4; all requirements imposed by or pursuant to: Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964; and other pertinent directives so that no person in the United States shall, on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation. This assurance is required by Title 49, Code of Federal Regulations, Section 21.7(a).
2. As a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, Recipient will comply with: Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, which prohibit discrimination on the basis of sex. As a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with: the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), the Drug Abuse Office and Treatment Act of 1972, as amended (21 U.S.C. 1101 et seq.), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 U.S.C. 4541 et seq.); and any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance was made; and the requirements of any other nondiscrimination statute(s) which may apply to the Recipient.
3. As a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with: section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794); and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 27, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance; and Part 37, Transportation Services for Individuals With Disabilities; and Part 38, Americans With Disabilities Act – Accessibility Specifications for Transportation Vehicles; and other pertinent directives so that no otherwise qualified person with a disability, be excluded from participation in, be denied the benefits of, be discriminated against by reason of such handicap, or otherwise be subjected to discrimination under any program for which the Recipient receives Federal financial assistance from the Department of Transportation. This assurance is required by Title 49, Code of Federal Regulations, Section 27.9.
4. The Recipient will promptly take any measures necessary to effectuate this Agreement. The Recipient further agrees that it shall take reasonable actions to guarantee that it, its contractors and subcontractors subject to the Department of Transportation regulations cited above, transferees, and successors in interest will comply with all requirements imposed or pursuant to the statutes and Department of Transportation regulations cited above, other pertinent directives, and the above assurances.
5. These assurances obligate the Recipient for the period during which Federal financial assistance is extended. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the statutes and Department of Transportation regulations cited above, other pertinent directives, and the above assurances.

TIG #11-550 – Rifle Downtown Transit Oriented Design and Planning, Colorado Sustainable Main Streets

6. These assurances are given for the purpose of obtaining Federal grant assistance under the TIGER II Discretionary Grant Program and are binding on the Recipient, contractors, subcontractors, transferees, successors in interest, and all other participants receiving Federal grant assistance in the TIGER II Discretionary Grant Program. The person or persons whose signatures appear below are authorized to sign this Agreement on behalf of the Recipient.

7. In addition to these assurances, the Recipient agrees to file: a summary of all complaints filed against it within the past year that allege violation(s) by the Recipient of Title VI of the Civil Rights Act of 1964, as amended, section 504 of the Rehabilitation Act of 1973, as amended; or a statement that there have been no complaints filed against it. The summary should include the date the complaint was filed, the nature of the complaint, the status or outcome of the complaint (*i.e.*, whether it is still pending or how it was resolved).

**EXHIBIT A 2**

**DISCLOSURE OF LOBBYING ACTIVITIES**

**Certification for Contracts, Grants, Loans,  
and Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement or grant agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, cooperative agreement, or grant agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, or grant agreement, the undersigned shall complete and submit Standard Form-LLL (Rev. 7-97), "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, cooperative agreements and grant agreements) and that all subRecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**EXHIBIT A 3**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS IN THE PERFORMANCE OF THE TIGER II DISCRETIONARY GRANT PROGRAM**

The Recipient certifies that it will, or will continue, to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Recipient's workplace, and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
  - (a) The dangers of drug abuse in the workplace;
  - (b) The Recipient's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and,
  - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of work supported by the grant award be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment supported by the grant award, the employee will:
  - (a) Abide by the terms of the statement; and
  - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of conviction. Employers of convicted employees must provide notice, including position title, to the Department. Notice shall include the order number of the grant award.
6. Taking one of the following actions, within 30 days of receiving notice under paragraph 4(b), with respect to any employee who is so convicted:
  - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
  - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).
8. The Recipient *may*, but is not required to, provide the site for the performance of work done in connection with the specific grant. For the provision of services pursuant to the Agreement, workplaces include outstations, maintenance sites, headquarters office locations, training sites and any other worksites where work is performed that is supported by the grant award. If the Recipient does so, please insert in Section 4 of the Agreement the following information from subsection (a) below:
  - (a) Identify the Places of Performance by listing the street address, city, county, state, zip code. Also identify if there are workplaces on file that are not identified in this section of the Agreement.

**EXHIBIT A 4**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS --**  
**PRIMARY COVERED TRANSACTIONS**

**2 C.F.R. Part 1200, 49 C.F.R. Part 32**

By signing and submitting the Technical Application and by entering into the Agreement under the TIGER II Discretionary Grant program, the Recipient is providing the assurance and certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
3. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. See Nonprocurement Suspension and Debarment (2 C.F.R. Part 1200) and Government wide Requirements for Drug-Free Workplace Grants (49 C.F.R. Part 32). The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
5. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or

performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions**

By signing and submitting the Technical Application and by entering into the Agreement under the TIGER II Discretionary Grant program, the Recipient is providing the assurance and certification set out below.

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions**

By signing and submitting the Technical Application and by entering into the Agreement under the TIGER II Discretionary Grant program, the Recipient is providing the assurance and certification set out below.

TIG #11-550 – Rifle Downtown Transit Oriented Design and Planning, Colorado Sustainable Main Streets

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**EXHIBIT B – STATEMENT OF PROJECT (SOP)**  
**Tiger II Discretionary Grants for Planning - Colorado Sustainable Main Streets**

**1. GENERAL DESCRIPTION OF THE PROJECT(S).**

**1.1. Project Description.** The City of Rifle’s primary outcome for this project is the development of a Transit Oriented Development (TOD) Strategic Plan for downtown Rifle. The City of Rifle has undertaken several planning efforts that serve as a foundation for this project, including a downtown master plan, a gateway study, and property redevelopment planning, alongside multiple other downtown initiatives. The purpose of this project is to organize efforts into a TOD concept; fill in missing planning components such as multi-modal infrastructure design, transit planning, market analysis, site design, and energy planning; cultivate partners to invest in the downtown; and integrate the pieces into an overall Strategic Plan.

This project is interrelated to a separate contract, utilizing HUD Challenge funds.

DOT TIGER II funds will be used to complete the following planning components (conceptual only) utilizing a multi-disciplinary consultant team.

**1. TOD Strategic Plan. (TIGER II—\$186,618)**

**a. TOD Analysis and Transit Planning. (TIGER II Funds—\$86,618)** The transit planning element will assess the feasibility of the downtown as a TOD within the regional transit system; identify and evaluate redevelopment site opportunities; evaluate pedestrian access to the TOD; identify potential transit center locations; identify infrastructure needs and costs of the transit center; identify phasing of transit improvements in conjunction with Gateway Design; evaluate other traffic demand management strategies; communicate the link between transit and economic development; and coordinate with the Roaring Fork Transit Authority (RFTA). All design shall remain conceptual and below 30% of the final design. Planning and Environmental Linkages (PEL) will be incorporated where appropriate. Completed March 2013.

*Conceptual Multi-Modal Transportation Infrastructure Design (TIGER II Funds—\$100,000)* The design team will develop concepts for pedestrian, bike, and street infrastructure design in the downtown through a public workshop and walking audit. Visualizations will be created and design concepts identified. Design shall be less than 30% of final design at this stage. Phasing of priority infrastructure will be identified. Costs of NEPA review will be identified. Planning and Environmental Linkages (PEL) will be incorporated where appropriate. Completed March 2013.

**2. Multi-Modal Infrastructure Design and Environmental Review. (TIGER II Funds--\$200,000)** This task will develop preliminary designs for priority infrastructure projects. The conceptual designs for these pedestrian, bike, and street infrastructure are developed during the TOD Strategic planning process (see above). Projects that proceed to preliminary design using TIGER II funds will be chosen based on their feasibility to go through a NEPA review, with time constraints and review costs taken into account. Potential preliminary design projects (resulting from the TOD strategic planning process that occurs earlier in the project) may include: pedestrian improvements throughout the downtown, the extension of Park Avenue to intersect with Highway 6 & 24, the Rifle Creek Trail extension, West Second Street between Railroad Avenue and West Avenue, and/or the redesign of Hwy 6 & 24/Highway 13 as identified in the Gateway Plan. Priorities for Infrastructure Design will be identified by the TOD Strategic Plan process, with the RFP released by month 12 (March 2014) and design accomplished by month 30 (September 2013). All work is preliminary design with no final design or construction elements. This task will conduct NEPA analysis. Completed February 2014.

Grantee agrees to acknowledge the Department of Local Affairs and Federal Highway Administration (FHWA) in any and all final work products generated by the Project, including all materials or events designed to promote or educate the public about the Project. An acknowledgement of FHWA support and a disclaimer must appear in any publication of any material, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

“This material is based upon work supported by the FHWA under TDGII-P-22, Cooperative Agreement No. DTFH61-11-H-00005.”

All materials must also contain the following:

“Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the Author(s) and do not necessarily reflect the view of FHWA.”

- 1.2. **Eligible expenses** include consultants, legal, and administrative.
- 1.3. Cost Savings derived while completing the Project shall be:
  - 1.3.1.  divided equally between the State and Grantee
  - 1.3.2.  split on a pro-rata basis between the State and Grantee
  - 1.3.3.  returned to the State
- 1.4. **Matching Funds.** Unless authorized in writing by the State, Grantee shall be responsible for meeting the required total matching funds for this Project, as identified under the “Other Funds” column of §7 below, during the term of this Grant.
- 1.5. **Federal Funding Accountability and Transparency Act of 2006, (Pub. L. 109-282) (Transparency Act also known as FFATA).** Grantee and subgrantees are required to report award information on the government Website and register with U.S. Government Central Contract Registration (CCR) at <http://www.bbn.gov/ccr>. See Attachment C - Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders Subject to The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended, As of 10-15-10 for specific information.
- 1.6. **Preserving Rights and Powers.** Grantee will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the Agreement without the written approval of the Government, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with such performance by the Grantee. The Grantee agrees that this will be done in a manner acceptable to the Government.

## 2. DEFINITIONS

None

## 3. DELIVERABLES

- 3.1. **Outcome.** The final outcome of this project is to provide sustainability by completing a Transit Oriented Design plan for downtown Rifle. The TOD Plan will include transit planning, conceptual multi-modal infrastructure design, residential and commercial market analysis, energy and sustainability in order to help in creating a suitable living environment.
- 3.2. **Service Area.** The performance of the services described within this Grant shall be located in Rifle, Colorado and adjacent portions of Garfield County as applicable.
- 3.3. **In-Kind and Leverage Commitments.** Documentation verifying in-kind and other match.
- 3.4. **All Interim and Final Reports.** Quarterly Financial and Program Reports as well as a Final Report.

## 4. PERSONNEL

- 4.1. **Responsible Administrator.** Grantee’s performance hereunder shall be under the direct supervision of Matt Sturgeon, an employee or agent of Grantee, who is hereby designated as the responsible administrator of this project.
- 4.2. **DLG Regional Manager.** Elyse Ackerman Casselberry, 222 S. 6<sup>th</sup> #409, Grand Junction, CO 81501.

**4.3. Replacement.** Grantee shall immediately notify DLG if any key personnel cease to serve. If Grantee wishes to replace its key personnel, it shall notify DLG and seek its approval, which shall be at DLG’s sole discretion, as DLG issued this Grant in part reliance on Grantee’s representations regarding its Key Personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualification are, and when the change will take effect. Anytime key personnel cease to serve, DLG, in its sole discretion, may direct Grantee to suspend work on the Project until such time as their replacements are approved. All notices sent under this subsection shall be sent in accordance with §18 of the Grant.

**5. PAYMENT**

Payments shall be made in accordance with the provisions set forth in §9 of the Grant.

**5.1. Payment Schedule.** Grantee shall disburse Grant Funds received from the State within fifteen days of receipt. Excess funds shall be returned to the Department.

Payment	Amount	
<b>Interim Payment(s)</b>	<b>\$375,820</b>	Paid upon receipt of actual expense documentation and written requests from the Grantee for reimbursement of eligible program activities authorized by the Department.
<b>Final Payment</b>	<b>\$ 19,780</b>	Paid upon substantial completion of the Project, provided that the Grantee has submitted, and the Department has approved, all required reports.
<b>Total</b>	<b>\$395,600</b>	

**5.2. Remittance Address.** If mailed, payments shall be remitted to the following address unless changed in accordance with §18 of the Grant:

City of Rifle  
 202 Railroad Ave.  
 Rifle, CO 81650

**5.3. Interest.** Grantee may keep interest earned from federal funds up to \$100 per year for administrative expenses. Excess interest income shall be returned to DLG.

**6. ADMINISTRATIVE REQUIREMENTS**

**6.1. Reporting.** Grantee shall submit the following reports to the Department using the state-provided forms. The Department may withhold payment(s) if such reports are not submitted timely.

**6.1.1. Financial Status Reports.** One copy of the quarterly Financial Status Report shall be submitted within 15 calendar days of the end of each calendar quarter.

**6.1.2. Narrative Performance Reports.** One copy of the quarterly Narrative Performance Report shall be submitted within 15 calendar days of the end of each calendar quarter.

**6.1.3. Final Reports.** Within 15 days after the completion of the Project or the final draw, whichever is later, Grantee shall submit a Final Narrative Performance Report, and a final Financial Status Report to the Department.

**6.1.4. Single Audit Report.** If Grantee is required to have a single audit, Grantee shall submit a copy of its audit report to DLG within 180 days of its fiscal year-end.

**6.2. Monitoring.**

**6.2.1. Grantee.** Grantee shall notify DLG at least 30 days in advance of Project being completed. DLG shall perform on-site monitoring, prior to project close-out.

**6.2.2. Subgrantee.** Grantee shall monitor its subgrantees, if any, at least once during the term of this project. Results of such monitoring shall be maintained on file.

**6.3. Contract.**

**6.3.1.** Any and all contracts entered into by the Grantee or any of its subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

**6.3.2.** Copies of any and all contracts, Intergovernmental Agreements, Requests for Proposals and/or Memorandums of Understanding entered into by Grantee in order to accomplish this Projects shall be submitted to the DLG Regional Manager (and possibly FHWA) for review prior to execution.

**6.4. Environmental Requirements.** Grantee shall comply with all DOT environmental requirements and shall not obligate Grant funds prior to receipt of the written release of funds from the State.

**6.5. Procurement Standard.** Grantee shall follow appropriate procurement standards as required by the state, including the selection and payment of contractors, consultants, architects, engineers, and purchase of materials necessary for the completion of the Project.

**6.6. Debarment and Suspension Requirements.** Grantee shall comply with 2 C.F.R. Part 180 entitled, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement).” DOT specific guidance can be found at 2 C.F.R. Part 1200 entitled, “Nonprocurement Suspension and Debarment.”

**6.7. Financial Assistance Policy to Ban Text Messaging While Driving.**

**6.7.1.** Definitions. The following definitions are intended to be consistent with the definitions in Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10. For clarification purposes, they may expand upon the definitions in the E.O.

**6.7.1.1.** “Driving” - (1) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. (2) It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

**6.7.1.2.** “Text Messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

**6.7.2.** In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, financial assistance recipients and subrecipients of grants and cooperative Agreements are encouraged to:

**6.7.2.1.** Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving--

**6.7.2.1.1.** Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

**6.7.2.1.2.** Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

**6.7.2.2.** Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as -

**6.7.2.2.1.** Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

**6.7.2.2.2.** Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

**6.7.3.** All recipients and subrecipients of financial assistance to include: grants, cooperative Agreements, loans and other types of assistance, shall insert the substance of this clause, including this paragraph (6.7.3) in all assistance awards.

**6.8. Recordkeeping.** Grantee shall maintain records in accordance with recordkeeping requirements as outlined in 11.A of the main body of this Contract.

**7. PROJECT BUDGET**

Project Activities	Total Cost	Tiger II Funds	Other Funds	Other Fund Source
Administrative- Personnel	\$ 8,342	\$ 8,342		
Fringe	\$ 640	\$ 640		
Consultants- Task 1 – TOD plan	\$186,618	\$186,618		
Task 2 – Infrastructure design and review	\$200,000	\$200,000		
<b>Total</b>	<b>\$395,600</b>	<b>\$395,600</b>		

## EXHIBIT C – Supplemental Provisions for FFATA

### State of Colorado Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders Subject to The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended As of 10-15-10

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

**1. Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

**1.1. "Award"** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

**1.1.1.** Grants;

**1.1.2.** Contracts;

**1.1.3.** Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

**1.1.4.** Loans;

**1.1.5.** Loan Guarantees;

**1.1.6.** Subsidies;

**1.1.7.** Insurance;

**1.1.8.** Food commodities;

**1.1.9.** Direct appropriations;

**1.1.10.** Assessed and voluntary contributions; and

**1.1.11.** Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award **does not** include:

**1.1.12.** Technical assistance, which provides services in lieu of money;

**1.1.13.** A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

**1.1.14.** Any award classified for security purposes; or

**1.1.15.** Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

**1.2. "Central Contractor Registration (CCR)"** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.bpn.gov/ccr>.

**1.3. "Contract"** means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.

**1.4. "Contractor"** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

**1.5. "Data Universal Numbering System (DUNS) Number"** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: <http://fedgov.dnb.com/webform>.

**1.6. "Entity"** means all of the following as defined at 2 CFR part 25, subpart C;

**1.6.1.** A governmental organization, which is a State, local government, or Indian Tribe;

**1.6.2.** A foreign public entity;

**1.6.3.** A domestic or foreign non-profit organization;

**1.6.4.** A domestic or foreign for-profit organization; and

- 1.6.5. A Federal agency, but only a Subrecipient under an Award or Sub award to a non- Federal entity.
- 1.7. **“Executive”** means an officer, managing partner or any other employee in a management position.
- 1.8. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.9. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.10. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
- 1.11. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient's support in the performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.12. **“Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
- 1.13. **“Subrecipient Parent DUNS Number”** means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's Central Contractor Registration (CCR) profile, if applicable.
- 1.14. **“Supplemental Provisions”** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 1.15. **“Total Compensation”** means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:
- 1.15.1. Salary and bonus;
  - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
  - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
  - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
  - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
  - 1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.16. **“Transparency Act”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 1.17 **“Vendor”** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.
- 2. Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3. Central Contractor Registration (CCR) and Data Universal Numbering System (DUNS) Requirements.**
- 3.1. **CCR.** Contractor shall maintain the currency of its information in the CCR until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update the CCR information at least annually after the initial registration, and more frequently if required by changes in its information.

**3.2. DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

**4. Total Compensation.** Contractor shall include Total Compensation in CCR for each of its five most highly compensated Executives for the preceding fiscal year if:

**4.1.** The total Federal funding authorized to date under the Award is \$25,000 or more; and

**4.2.** In the preceding fiscal year, Contractor received:

**4.2.1.** 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

**4.2.2.** \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

**4.3.** The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

**5. Reporting.** Contractor shall report data elements to CCR and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.

**6. Effective Date and Dollar Threshold for Reporting.** The effective date of these supplemental provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.

**7. Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

**7.1 To CCR.** A Subrecipient shall register in CCR and report the following data elements in CCR *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

**7.1.1** Subrecipient DUNS Number;

**7.1.2** Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

**7.1.3** Subrecipient Parent DUNS Number;

**7.1.4** Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

**7.1.5** Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

**7.1.6** Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

**7.2 To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

**7.2.1** Subrecipient's DUNS Number as registered in CCR.

**7.2.2** Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

**8. Exemptions.**

**8.1.** These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

**8.2.** A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

**8.3.** Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include

other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

**8.4.** There are no Transparency Act reporting requirements for Vendors.

**9. Event of Default.** Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

Federal Funding Accountability and Transparency Act (FFATA)  
Data Report Form

**Reporting is required for initial awards of \$25,000 or more or award modifications that result in a total award of \$25,000 or more.**

Information Field Definitions can be found in Exhibit C	Response
1. Agency or Jurisdiction DUNS Number:	18-277-4869
2. Subrecipient Name Receiving Award:	
3. Subrecipient Parent DUNS Number: (Report if different from subrecipient number)	
4. Location of Entity Receiving Award: (Full street address)	202 Railroad Ave Rifle, CO 81650
5. Primary Location of Performance of the Award: (City, State and Congressional District)	Rifle, CO #3
	Answer True or False
6. In the preceding fiscal year, Contractor received:	
a. \$25,000,000 or more in annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or subawards subject to the Transparency Act.	FALSE
b. 80% or more of its annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or subawards subject to the Transparency Act.	FALSE
c. The public does not have access to information about the compensation of its five most highly compensated Executives through periodic reports filed through the Securities Exchange Act of 1934 or the IRS.	FALSE

An answer to question 7 is required ONLY when all answers to questions 6 are true.

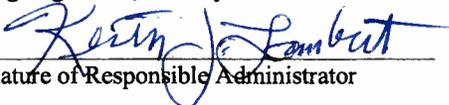
7. Names and total compensation of the five (5) most highly compensated Executives for the preceding fiscal year:

Print Name

Compensation Amount

_____	_____
_____	_____
_____	_____
_____	_____

By signing below, I certify the information contained in this report is complete and accurate to the best of my knowledge.

  
Signature of Responsible Administrator

06-16-11  
Date

Phase I Waiver #: \_\_\_\_\_

**Catalog of Federal Domestic Assistance (CFDA) #14.704**

CMS Contract Routing # \_\_\_\_\_ NAA \_\_\_\_\_

Encumbrance # F11HCC11550

Account Code(s): \_\_\_\_\_

**STATE OF COLORADO  
DEPARTMENT OF LOCAL AFFAIRS  
HUD COMMUNITY CHALLENGE PLANNING GRANT (HUDC)  
DIVISION OF LOCAL GOVERNMENT GRANT AGREEMENT  
with  
CITY OF RIFLE**

**TABLE OF CONTENTS**

1. PARTIES.....	2
2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.....	2
3. RECITALS.....	2
4. DEFINITIONS.....	2
5. TERM AND EARLY TERMINATION.....	3
6. STATEMENT OF PROJECT.....	3
7. MATCHING FUNDS.....	3
8. GRANTEE FINANCIAL MANAGEMENT.....	4
9. PAYMENTS TO GRANTEE.....	4
10. REPORTING AND NOTIFICATION.....	5
11. GRANTEE RECORDS.....	5
12. CONFIDENTIAL INFORMATION-STATE RECORDS.....	6
13. CONFLICT OF INTEREST.....	7
14. REPRESENTATIONS AND WARRANTIES.....	7
15. INSURANCE.....	8
16. DEFAULT-BREACH.....	9
17. REMEDIES.....	10
18. NOTICES and REPRESENTATIVES.....	11
19. GOVERNMENTAL IMMUNITY.....	12
20. LEGAL RESIDENT.....	12
21. STATEWIDE CONTRACT MANAGEMENT SYSTEM.....	12
22. GENERAL PROVISIONS.....	13
23. COLORADO SPECIAL PROVISIONS.....	15
24. SIGNATURE PAGE.....	17
EXHIBIT A – APPLICABLE LAWS.....	1
EXHIBIT B – STATEMENT OF PROJECT (SOP).....	1
EXHIBIT C – SUPPLEMENTAL PROVISIONS FOR FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006 (FFATA).....	1

Form Revised: 06 2009

### 1. PARTIES

THIS GRANT AGREEMENT (“Grant”) is entered into by and between the City of Rifle (“Grantee”), and the STATE OF COLORADO (the “State”) acting by and through the Colorado Department of Local Affairs (the “Department”) for the benefit of the Division of Local Government (“DLG”).

### 2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Grant shall not be effective or enforceable until approved and signed by the Colorado State Controller or authorized delegate (“Effective Date”), but shall be effective and enforceable thereafter in accordance with its provisions. The Department shall not be obligated to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision of this Grant prior to (*see checked options below*):

#### A. Option

The Effective Date.

#### B. Option

The later to occur of the Effective Date or the date of a separate letter issued by the Department (“Release of Funds Letter”) notifying Grantee of the completion of a satisfactory environmental review and authorizing Grantee to obligate or use Grant Funds.

### 3. RECITALS

#### A. Authority, Appropriation, And Approval

Authority for this Grant arises from CRS §24-32-705. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment and the required approval, clearance and coordination have been accomplished from and with appropriate agencies.

#### B. Grantee

Grantee is an eligible recipient of Grant Funds made available by the Program, as defined below, and awarded by this Grant. Grantee is aware of, willing and able to comply with all provisions specific to the Program, as set forth in **Exhibit A**, and to complete the Project described in **Exhibit B**.

#### C. Purpose and Department’s Role

The Department administers funds made available to the Department for the purpose as described in **Exhibit B**.

### 4. DEFINITIONS

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

#### A. Cash Match

“Cash Match” means hard cash spent by Grantee for Work-related costs. The hard cash match required from Grantee in this Grant must be from non-federal and/or non-State funds, unless otherwise expressly permitted in the Project Budget in **Exhibit B**.

#### B. Effective Date

Effective Date means the date this Grant is effective and enforceable in accordance with §2 above.

#### C. Exhibits and Other Attachments

Exhibit means the following are attached hereto and incorporated by reference herein: Exhibit A, Applicable Laws, Exhibit B, Statement of Project, and Exhibit C, Supplemental Provisions for Federal Funding Accountability and Transparency Act of 2006 (FFATA).

#### D. Goods

Goods means any physical item produced or manufactured and acquired by Grantee either separately or in conjunction with the Services rendered hereunder that are required by the provisions hereof.

#### E. Grant Funds

Grant Funds means the funds available for distribution by the Department to Grantee for use in connection with the Project, as set forth in the Recitals and Statement of Project sections hereof.

#### F. In-Kind Match

“In-Kind Match” includes, but is not limited to, the valuation of in-kind services. "In-kind" is the value of something received or provided that does not have a cost associated with it. For example, if in-kind match

is permitted by law (other than cash payments), then the value of donated services could be used to comply with the non-cash match requirement. Also, third party in-kind contributions may count toward satisfying non-cash match requirements provided the Grantee in receipt of such contributions expends them as “allowable costs” pursuant to the Grants Management Common Rule for State and Local Units of Governments, 28 CFR Part 66.24.

**G. Party or Parties**

Party or Parties means one or both of the Department and Grantee.

**H. Program**

Program means the federal Housing and Urban Development (HUD) Challenge Grant, which provides funding for this Grant.

**I. Project**

Project means the Project described in the Recitals and **Exhibit B**.

**J. Project Budget**

Project Budget means the Project Budget described in **Exhibit B**.

**K. Services**

Services means services performed or tangible material produced or delivered in completing the Project and in performance of Grantee’s other obligations hereunder.

**L. Termination Date**

Termination Date means the date this Grant terminates as described in §5(A) below.

**M. Work Product**

Work Product means software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts, prepared by Grantee in completing the Project and in performance of Grantee’s other obligations hereunder.

**5. TERM AND EARLY TERMINATION**

**A. Initial Term-Work Commencement**

The term of this Grant shall commence on the Effective Date and terminate on January 31, 2014, unless terminated earlier as provided below. Grantee’s obligations under this Grant shall be undertaken and performed in the sequence and manner set forth in **Exhibit B**. Performance of this Grant shall commence as soon as practicable after (*see checked option below*):

- i.  the Effective Date; or
- ii.  the later to occur of the Effective Date and the date set forth in a Release of Funds Letter.

**B. Department’s Option to Extend**

The Department, in its sole discretion and upon written notice to Grantee, may unilaterally extend the term of this Grant for a period of up to three months under the same provisions as the original Grant if the Parties are negotiating a replacement contract (and not merely seeking a term extension) at or near the end of any initial term or an extension thereof. This extension shall terminate at the earlier of either the end of the three month period or when a replacement Grant is signed by the Parties and approved by the State Controller or authorized designee. Any other extension of the term of this Grant requires an amendment made in accordance with the Modification subsection of the General Provisions below.

**C. Early Termination**

This Grant is subject to early termination in accordance with the general remedies provisions of §17 below and as specifically otherwise provided for herein.

**6. STATEMENT OF PROJECT**

Grantee shall complete the Project and perform its other obligations as described herein and in **Exhibit B**. Grantee shall prosecute its obligations hereunder and in **Exhibit B** with due diligence to completion. The Department, in its sole discretion, but in accordance with limitations imposed by the Office of the State Controller, may change budgetary lines in the Project Budget section of **Exhibit B**. The Department shall send notice of such changes within 60 days in accordance with §18 below.

**7. MATCHING FUNDS**

**A. Amount**

Grantee shall provide matching funds as specified in **Exhibit B** and shall report to the Department regarding the status of such funds as required in **Exhibit B**.

**B. Breach**

Grantee's failure to keep records, and/or to report may affect its continued participation in the Program under which this Grant operates. In addition, the Department may terminate this Grant under the Termination for Cause subsection of §17 below if the Department has reasonable evidence that Grantee will be unable to provide such matching funds during the term hereof.

**8. GRANTEE FINANCIAL MANAGEMENT**

**A. Accounts**

Grantee shall maintain properly segregated accounts of Grant funds, matching funds, and other funds associated with the Project and make those records available to the Department on request. All receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, in accordance with the Project Budget set forth in **Exhibit B**.

**B. Project Budget Line Item Adjustments**

Regarding budget lines within the Project Budget, Grantee may:

- i.  not adjust individual budget line amounts without approval of the Department. Such approval shall be in the form of:
  - a) a notice issued by the Department in accordance with §18 below; or
  - b) an amendment in accordance with the Modification subsection of the General Provisions below.
- ii.  adjust individual budget line amounts without the Department's approval if:
  - a) there are no transfers to or between administration budget lines; and
  - b) the cumulative budgetary line item changes do not exceed the lesser of fifteen percent of the total budgeted amount or \$20,000.

**9. PAYMENTS TO GRANTEE**

Grantee shall be paid in the following amounts and manners, subject to return of any unexpended Grant Funds:

**A. Maximum Amount**

The maximum amount payable under this Grant to Grantee by the Department shall be \$420,000, as determined by the Department from available funds. The Department shall reimburse Grantee for costs approved in the Grant budget, set forth in **Exhibit B**. Satisfactory performance under the terms of this Grant shall be a condition precedent to the Department's obligation to reimburse Grantee. The maximum amount of Grant Funds payable as reimbursement under this Grant, and any extension hereof, shall include all Grantee's fees, costs and expenses.

**B. Payment**

All payments are subject to the §17 below.

**i. Method and Time**

Grantee periodically shall submit invoices to the Department in the form and manner set forth in **Exhibit B**, and attach timesheets, receipts and other requested documentation in the form and manner approved by the Department. Grantee shall submit request for reimbursements/invoices within 30 days after the end of the period for which payment is requested, and final billings under this Grant shall be received by the Department within 45 days after termination hereof. Untimely requests for payment may be accepted at the sole discretion of the Department.

**ii. Electronic Funds Transfer**

Payments shall be made by one of the following methods:

- a) by mutually agreeable method including in-person pickup,
- b) electronic funds transfer (EFT) if Grantee provides written EFT instructions to the Department on a form acceptable to the Department, or
- c) via the U.S. Postal Service or other delivery service addressed as specified by Grantee in the remittance address section of **Exhibit B**.

**iii. Erroneous Payments, Unexpended and Excess Funds**

Grantee shall refund payments made by the State in error for any reason, including, but not limited to overpayments or improper payments, within 15 days of discovering or receiving notice of such error. Any funds paid to Grantee hereunder not expended in connection with this Grant by the termination date shall be refunded by Grantee within 15 days of such date. Any funds not required to complete Grantee's obligations hereunder shall be de-obligated by the State. If Grantee receives funds hereunder during any fiscal year in excess of its spending limit for such fiscal year, Grantee shall refund all excess funds to the State within 15 days of the later of of discovering or receiving notice of such excess. Erroneous, unexpended, and excess funds received by Grantee under this Grant shall not be refunded or paid to any party other than the State.

**iv. Available Funds-Contingency-Termination**

The Department is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in §2 of the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the Department's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the Department's liability for such payments shall be limited to the amount remaining of such encumbered funds.

**C. Additional Funds**

Grantee shall provide any additional or matching funds necessary to perform its obligations in accordance with the budget in **Exhibit B**.

**D. Remedies**

If state or federal funds are not appropriated, or otherwise become unavailable to fund this Grant, the State may immediately terminate the Grant in whole or in part without further liability in accordance with §17(B) below. If additional funds under §9(C) are unavailable in whole or part, the State may, in its sole discretion, reduce its total funding commitment hereunder in proportion to the reduction in additional funds. If Grantee fails to refund payments as set forth in §9(B)(iii) above, the State may offset the amount not returned against any other unpaid funds the State owes Grantee under any other grant, agreement, or obligation between the Parties.

**10. REPORTING AND NOTIFICATION**

Reports and analyses required under this section shall be made in accordance with procedures and in such form as prescribed by the Department.

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

Grantee shall comply with all reporting requirements set forth in **Exhibit B**.

**B. Litigation**

Within 10 days after being served with any pleading related to this Grant or the Project, in a legal action filed with a court or administrative agency, Grantee shall notify the Department of such action and deliver copies of such pleadings to the Department's principal representative in accordance with §18 below. If a Department principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of the Department.

**C. Noncompliance**

Grantee's failure to provide reports and notify the Department in a timely manner in accordance with this section may result in the delay of payment of funds and/or termination under §17 below.

**11. GRANTEE RECORDS**

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

**A. Maintenance**

Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Project or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder.

Grantee shall maintain such records (the Record Retention Period) until the last to occur of the following:

- i. a period of five years after the date this Grant is completed or terminated , or
- ii. final payment is made hereunder, whichever is later, or
- iii. for such further period as may be necessary to resolve any pending matters, or

- iv. if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved

**B. Inspection**

Grantee shall permit the State, the federal government or any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Records Retention Period to assure compliance with the terms hereof or to evaluate Grantee's performance. The Department reserves the right to inspect the Project at all reasonable times and places during the term of this Grant, including any extension. The provisions §14(E), §16, and/or §17 below shall apply if project performance does not conform to Grant requirements.

**C. Monitoring**

Grantee also shall permit the State, the federal government or any other duly authorized agent of a governmental agency, in the sole discretion of such governmental agency, to monitor all activities conducted by Grantee pursuant to this Grant, using any reasonable procedure, at the discretion of such governmental agency, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, and formal audit examinations. All such monitoring shall be performed in a manner which will not unduly interfere with Grantee's performance hereunder.

**D. Final Audit Report**

If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Grant, Grantee shall submit one copy of the final audit report to the Department's principal representative at the address specified in §18 below.

**12. CONFIDENTIAL INFORMATION-STATE RECORDS**

Grantee acknowledges that it may become privy to confidential information in connection with its performance hereunder, including but not limited to State records, personnel records, and information concerning individuals ("Confidential Information"). The following applies if Grantee receives confidential information:

**A. Confidentiality**

Grantee shall keep all Confidential Information confidential at all times and comply with all laws and regulations concerning confidentiality of information to the same extent applicable to the Department. Any request or demand for information in the possession of Grantee made by a third party shall be forwarded immediately to the Department's principal representative for resolution.

**B. Notification**

Grantee shall notify each of its agents, employees, sub-grantees, subcontractors and assigns (each a "Related Party") who may come into contact with Confidential Information that such party is subject to the confidentiality requirements set forth herein, and shall provide each Related Party with a written explanation of such requirements before permitting such party to access any information of the Department.

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

Confidential Information of any kind shall not be distributed or sold to any third party or used by Grantee or a Related Party in any way, except as authorized by this Grant and as approved by the Department. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other Confidential Information wherever located. Confidential Information shall not be retained in any files or otherwise by Grantee or a Related Party, except as set forth in this Grant and approved by the Department.

**D. Disclosure-Liability**

Disclosure of State records or other Confidential Information by Grantee or a Related Party for any reason may be cause for legal action against Grantee or such Related Party by the State or third parties and defense of any such action shall be Grantee's sole responsibility.

**E. Health Insurance Portability & Accountability Act of 1996 ("HIPAA")**

This section  shall, or shall not  apply to this Grant. Federal law and regulations governing the privacy of certain health information requires a "Business Associate Contract" between the Department and Grantee. 45 C.F.R. Section 164.504(e). Attached and incorporated herein by reference and agreed to by the Parties is a HIPAA Business Associate Addendum for HIPAA compliance. Terms of the

Addendum shall be considered binding upon execution of this Grant and shall remain in effect during the term of this Grant, including any extension.

### **13. CONFLICT OF INTEREST**

#### **A. Definition and Appearance**

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the Department's interests. Absent the Department's prior written approval, Grantee shall refrain from any practices, activities or relationships which reasonably appear to be in conflict with the full performance of Grantee's obligations to the Department hereunder. Grantee shall comply with the provisions of CRS §18-8-308 and §24-18-101-109.

#### **B. Specific Prohibitions**

Grantee's and sub-grantee's respective officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Grantee's potential subgrantees, or parties to sub-contracts. Grantee's employees, officers, agents or any permitted sub-grantees shall not participate in the selection, award, or administration of this Grant or any sub-grant or sub-contract, if an actual or apparent conflict of interest would occur. Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award:

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

#### **C. Determination by Department - Default**

If Grantee is uncertain as to the existence of a conflict of interest, Grantee shall submit to the Department a disclosure statement setting forth the relevant details for the Department's consideration. Failure to promptly submit a disclosure statement or to follow the Department's direction in regard to the apparent conflict shall be considered a material default of this Grant and grounds for termination under the Termination for Cause subsection of §17 below.

#### **D. Code of Performance**

Grantee, and sub-grantees and subcontractors, if any, shall maintain a written code of standards governing the performance of their respective employees, agents, and contractors engaged in the award and administration of this Grant, or subcontract or subgrant, if any. Grantee shall provide a copy of such code to the Department within 10 days of the Department's written request therefore.

### **14. REPRESENTATIONS AND WARRANTIES**

The Parties make the following specific representations and warranties to each other, upon which each is relying in entering into this Grant.

#### **A. Standard and Manner of Performance**

Grantee shall perform its obligations hereunder, including in accordance with the highest professional standard of care, skill and diligence. Grantee shall perform its obligations hereunder in the sequence and manner set forth in **Exhibit B**.

#### **B. Inspection and Verification**

The Department reserves the right to inspect and monitor Grantee's performance hereunder at all reasonable times and places to verify that they conform to the requirements of **Exhibit B**. The provisions §14(E), §16, and/or §17 below shall apply if Grantee's performance does not conform to Grant requirements.

#### **C. Legal Authority-Grantee and Grantees Signatory**

Grantee warrants that it possesses the legal authority to enter into this Grant and has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant and to bind Grantee to its terms. The person signing and executing this Grant on behalf of Grantee hereby represents and warrants and guarantees that they have full authorization to do so. If requested by the Department, Grantee shall provide the

Department the basis for Grantee's authority to enter into this Grant within 15 days of receiving such request.

**D. Licenses, Permits, Etc**

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it will have, at its sole expense, all licenses, certifications, approval, insurance, permits, and other authorization required by law to perform its obligations hereunder. Additionally, all employees of Grantee performing services under this Grant shall hold the required licenses or certifications, if any, to perform their duties, Grantee, if a foreign corporation or other entity transacting business in the State of Colorado, further certifies that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform this Grant, shall be deemed to be a default by Grantee and grounds for termination under Grant §17(A) below.

**E. Breach**

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

**15. INSURANCE**

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

**A. Grantee**

**i. Public Entities**

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the Governmental Immunity Act"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under such Act. Grantee shall show proof of such insurance satisfactory to the Department, if requested by the Department. Grantee shall require each grant or contract with a sub-grantee or subcontractor which is a public entity, providing Goods or Services in connection with this Grant, to include the insurance requirements necessary to meet sub-grantees liabilities under the Act.

**ii. Non-Public Entities**

If Grantee is not a "public entity" within the meaning of the Governmental Immunity Act, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in subsection B of this section with respect to sub-grantees and sub-contractors which are not "public entities".

**B. Sub-grantees and Subcontractors**

Grantee shall require each contract with a sub-grantee or subcontractor, other than those that are public entities, providing Goods or Services in connection with this Grant to include insurance requirements substantially similar to the following:

**i. Worker's Compensation**

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of sub-grantee or subcontractor employees acting within the course and scope of their employment.

**ii. General Liability**

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and

completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a) \$1,000,000 each occurrence;
- b) \$1,000,000 general aggregate;
- c) \$1,000,000 products and completed operations aggregate; and
- d) \$50,000 any one fire.

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

**iii. Automobile Liability**

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

**iv. Additional Insured**

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

**v. Primacy of Coverage**

Coverage required of the sub-grantee or subcontractor shall be primary over any insurance or self-insurance program carried by Grantee or the State.

**vi. Cancellation**

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §18 (Notices and Representatives) within seven days of Grantee's receipt of such notice.

**vii. Subrogation Waiver**

All insurance policies in any way related to the Grant and secured and maintained by Grantee's sub-grantees or subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

**C. Certificates**

Each of Grantee's subcontractors and subgrantees shall provide certificates showing insurance coverage required hereunder to Grantee within seven business days of the Effective Date, but in no event later than the commencement of the Services or delivery of the Goods under the subcontract or subgrant. No later than 15 days prior to the expiration date of any such coverage, each subcontractor or subgrantee shall deliver to Grantee certificates of insurance evidencing renewals thereof upon request by the Department or at any other time during the term of a subcontract or subgrantee, Grantee may request in writing, and the subcontractor or subgrantee shall thereupon within 10 days supply to Grantee, evidence satisfactory to Grantee and the Department of compliance with the provisions of this section.

**16. DEFAULT-BREACH**

**A. Defined**

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

**B. Notice and Cure Period**

In the event of a default or breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §18 below. If such default or breach is not cured within 30 days of receipt of written notice or, if a cure cannot be completed within 30 days, cure of the default or breach has

not begun within said period and pursued with due diligence, the aggrieved Party may terminate this Grant by providing written notice thereof, as provided for in §18 below, specifying the effective date of the termination. Notwithstanding anything to the contrary herein, the Department, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

## **17. REMEDIES**

If Grantee is in default or breach under any provision of this Grant, the Department shall have all of the remedies listed in this section in addition to all other remedies set forth in other sections of this Grant. The Department may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

### **A. Termination for Cause and/or Default**

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the Department may notify Grantee of such non-performance in accordance with the §16 above and §18 below. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the Department, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the Department of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

#### **i. Obligations and Rights**

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

#### **ii. Payments**

The Department shall pay Grantee only for accepted performance received up to the date of termination. If, after termination by the Department, it is determined that Grantee was not in default or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described in §17(B) below.

#### **iii. Damages and Withholding**

Notwithstanding any other remedial action by the Department, Grantee also shall remain liable to the Department for any damages sustained by the Department by virtue of any default under this section by Grantee and the Department may withhold any payment to Grantee for the purpose of mitigating the Department's damages, until such time as the exact amount of damages due to the Department from Grantee is determined. Further, the Department may withhold amounts due to Grantee as the Department deems necessary to protect the Department against loss because of outstanding liens or claims of former lien holders and to reimburse the Department for the excess costs incurred in procuring similar goods or services. Grantee shall be liable for excess costs incurred by the Department in procuring from third parties replacement Services or substitute Goods as cover.

### **B. Early Termination for the Public Interest**

The Department is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and Courts. If this Grant ceases to further the public policy of the State, the Department, in its sole discretion, may terminate this Grant in whole or

in part. Exercise by the Department of this right shall not be deemed a breach of the Department’s obligations hereunder. This subsection shall not apply to a termination of this Grant by the Department for cause or default by Grantee, which shall be governed by §17(A) above.

**i. Method and Content**

The Department shall notify Grantee of the termination in accordance with §16 above and §18 below specifying the effective date of the termination and whether it affects all or a portion of this Grant.

**ii. Obligations and Rights**

Upon receipt of a termination notice, Grantee shall be subject to and comply with §17(A)(i) above.

**iii. Payments**

If this Grant is terminated by the Department in furtherance of the public interest of the State of Colorado, Grantee shall be paid for satisfactory performance up to the date of termination less payments previously made.

**C. Remedies Not Involving Termination**

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

**i. Suspend Performance**

Suspend Grantee’s performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the Department without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the Department’s directive and the Department shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

**ii. Withhold Payment**

Withhold payment to Grantee until corrections in services are satisfactorily completed and /or acceptable goods are provided.

**iii. Deny Payment**

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

**iv. Removal**

Demand removal of any of Grantee’s employees, agents, or subcontractors whom the Department deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the Department’s best interest. Replacement of any key personnel hereunder shall be done in accordance with the relevant provisions of **Exhibit B**.

**18. NOTICES and REPRESENTATIVES**

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

**A. Department:**

Tony Hernandez, Director of Local Government  
Colorado Department of Local Affairs  
1313 Sherman St., Room 521  
Denver, CO 80203  
Email: tony.hernandez@state.co.us

**B. Grantee:**

Keith Lambert  
City of Rifle

202 Railroad Ave.  
Rifle, CO 81650

#### 19. GOVERNMENTAL IMMUNITY

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

#### 20. LEGAL RESIDENT

This section  shall, or shall not  apply to this Grant. Grantee must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Grant by requiring the following:

##### A. Identification:

The applicant shall produce one of the following personal identifications:

- i. A valid Colorado driver's license or a Colorado identification card, issued pursuant to article 2 of title 42, C.R.S.; or
- ii. A United States military card or a military dependent's identification card; or
- iii. A United States Coast Guard Merchant Mariner card; or
- iv. A Native American tribal document.

##### B. Affidavit

The applicant shall execute an affidavit herein attached as **Form 1**, Affidavit of Legal Residency, stating:

- i. That **they are** United States citizen or legal permanent resident; or
- ii. That **they are** otherwise lawfully present in the United States pursuant to federal law.

#### 21. STATEWIDE CONTRACT MANAGEMENT SYSTEM

[This section shall apply when the maximum amount in §9(A) is \$100,000 or higher]

By entering into this Grant, the Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

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

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

## 22. GENERAL PROVISIONS

### A. Assignment

Except as otherwise specifically provided in **Exhibit B**, Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted, without the prior, written consent of the State. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts/subcontractors approved by Grantee or the State shall be subject to the provisions hereof. Grantee shall be solely responsible for all aspects of subcontracting arrangements and performance.

### B. Binding Effect

Unless otherwise provided herein, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

### C. Captions

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

### D. Counterparts

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

### E. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous addition, deletion, or other amendment hereto shall not have any force or affect whatsoever, unless embodied herein.

### F. Indemnification

#### i. Intergovernmental Grants

If this is an intergovernmental Grant, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

#### ii. Non-Intergovernmental Grants

If this is not an intergovernmental Grant, Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Grant.

### G. Jurisdiction and Venue

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

### H. List of Selected Applicable Laws

Grantee at all times during the performance of this Grant shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth on **Exhibit A**, Applicable Laws, attached hereto, which laws and regulations are incorporated herein and made part hereof. Grantee also shall require compliance with such laws and regulations by sub-contractors under sub-contracts permitted by this Grant.

### I. Modification

#### i. By the Parties

Except as specifically provided in this Agreement, modifications of this Agreement shall not be effective unless agreed to in writing by both parties in an amendment to this Agreement, properly executed and approved in accordance with Colorado State law and State Fiscal Rules.

#### ii. By Operation of Law

This Agreement is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification

automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein.

**J. Order of Precedence**

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

- i. Exhibit C Supplemental Provisions for Federal Funding Accountability and Transparency Act
- ii. Colorado Special Provisions
- iii. The provisions of the main body of this Grant
- iv. Exhibit A Applicable Laws
- v. Exhibit B Statement of Project

**K. Severability**

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

**L. Survival of Certain Agreement Terms**

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

**M. Third Party Beneficiaries**

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

**N. Waiver**

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

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

### **23. COLORADO SPECIAL PROVISIONS**

These Special Provisions apply to all State contracts except where noted in *italics*.

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

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

**B. 2. FUND AVAILABILITY. CRS §24-30-202(5.5).**

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

**C. 3. GOVERNMENTAL IMMUNITY.**

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

**D. 4. INDEPENDENT CONTRACTOR.**

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

**E. 5. COMPLIANCE WITH LAW.**

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

**F. 6. CHOICE OF LAW.**

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

**G. 7. BINDING ARBITRATION PROHIBITED.**

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

**H. 8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**

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

**I. 9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.**

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

**J. 10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. *[Not Applicable to intergovernmental agreements]***

Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

**K. 11. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. *[Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]***

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

**L. 12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.**

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

Revised 1/1/09

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

24. SIGNATURE PAGE

**THE PARTIES HERETO HAVE EXECUTED THIS GRANT**

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

<b>GRANTEE</b> City of Rifle, Colorado	<b>STATE OF COLORADO</b> John W. Hickenlooper, GOVERNOR DEPARTMENT OF LOCAL AFFAIRS
By: <u>Keith Lambert</u> Name of Authorized Individual	By: _____ Reeves Brown, Executive Director
Title: <u>Mayor</u> Official Title of Authorized Individual	Date: _____
 *Signature	<b>PRE-APPROVED FORM CONTRACT REVIEWER</b>
Date: <u>06-16-11</u>	By: _____ Teri Davis, Director of Financial Assistance Services
	Date: _____

**ALL GRANTS REQUIRE APPROVAL by the STATE CONTROLLER**

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

<b>STATE CONTROLLER</b> David J. McDermott, CPA
By: _____ Barbara M. Casey, Controller Delegate
Date: _____

**EXHIBIT A – APPLICABLE LAWS**

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

1. 29 U.S.C. 201, et seq. - Federal Fair Labor Standards Act
2. 33 U.S.C. 1251, et seq. - Section 404 of the Clean Water Act as amended.
3. P.L. 93-205, - Section 7 of the Endangered Species Act.
4. 21 U.S.C. 1101, et seq. - Drug Abuse Office and Treatment Act of 1972 as amended
5. 42 U.S.C. §§ 3601-19 (Fair Housing Act) and implementing regulations at 24 CFR Part 100
6. 42 U.S.C. 4151, et seq. - Architectural Barriers Act of 1968
7. 33 U.S.C. 1251 - 1376 - Federal Water Pollution Control Act, as amended.
8. 31 U.S.C. 7501, et seq. - Single Audit Act of 1984
9. 24 C.F.R. Sections 1.6, 8.55, 107.30 and 121.2
10. 24 C.F.R. Part 58, Environmental Review Procedures For Entities Assuming HUD Environmental Responsibilities
11. 40 C.F.R. 1500-1508, as amended, Council on Environmental Quality Regulations Implementing NEPA
12. 42 U.S.C. 12101, et seq. - Americans with Disabilities Act of 1990
13. 20 U.S.C. 1681-1683 and 1685-1687- Title IX of the Education Amendments of 1972, as amended.
14. 29 U.S.C. 794 - Section 504 of the Rehabilitation Act of 1973
15. 42 U.S.C. 2000d, et seq. - Title VI of the Civil Rights Act of 1964
16. 42 U.S.C. 6101-6107 – Age Discrimination Act of 1975
17. 31 U.S.C. 1352 - Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions
18. 5 U.S.C. 552, as amended - Freedom of Information Act.
19. P.L. 109-282, as amended by P.L. 110-252, Section 6202 - Federal Funding Transparency and Accountability Act of 2006, as amended.
20. Executive Order 11063, as amended by Ex Order 12259, Nondiscrimination and Equal Opportunity in Housing
21. Executive Order 11246 - Equal Employment Opportunity
22. Executive Order 12372 - Intergovernmental Review of Federal Programs
23. Executive Order 12549 - Debarment and Suspension
24. Executive Order 12898 - Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
25. Executive Order 13166 - Improving Access to Services for Persons with Limited English Proficiency.
26. 49 C.F.R. 18 - Uniform Administrative Requirements for Grants and Agreements
27. 2 C.F.R. Part 225 - Cost Principles for State and Local Governments
28. 2 C.F.R. Part 1200 - Non-procurement Suspensions and Debarment
29. 41 C.F.R. Parts 60, et seq. - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements)
30. 49 C.F.R. Part 20 - New Restrictions on Lobbying
31. 49 C.F.R. Part 21 - Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964
32. 49 C.F.R. Part 24, as amended - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
33. 49 C.F.R. Part 25 - Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance.
34. 49 C.F.R. Part 27 - Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
35. 49 C.F.R. Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
36. 49 C.F.R. Part 32 - Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
37. 49 C.F.R. Parts 27 and 38 - DOT's implementing ADA regulations, including the ADA Accessibility Guidelines in Part 37, Appendix A.
38. 49 C.F.R. Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
39. A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments.
40. A-102 Grants and Agreements with State and Local Governments
41. A-133 Audits of States, Local Governments, and Non-Profit Organizations
42. C.R.S. 24-75-601 et seq., as amended, Legal Investment of Public Funds

**EXHIBIT B – STATEMENT OF PROJECT (SOP)**  
**HUD Community Challenge Planning Grant - Colorado Sustainable Main Streets**

**1. GENERAL DESCRIPTION OF THE PROJECT(S).**

**1.1. Project Description.** The City of Rifle’s primary outcome for this project is the development of a Transit Oriented Development (TOD) Strategic Plan for downtown Rifle. The City of Rifle has undertaken several planning efforts that serve as a foundation for this project, including a downtown master plan, a gateway study, and property redevelopment planning, alongside multiple other downtown initiatives. The purpose of this project is to organize efforts into a TOD concept; fill in missing planning components such as multi-modal infrastructure design, transit planning, market analysis, site design, and energy planning; cultivate partners to invest in the downtown; and integrate the pieces into an overall Strategic Plan.

This project is interrelated to a separate contract, utilizing DOT TIGER II funds.

HUD Challenge funding will be used to complete the following planning components (conceptual only) utilizing a multi-disciplinary consultant team.

*a. Residential and Commercial Market Analysis.* (HUD Funds—TBD\* out of \$420,000) The current and future housing and commercial needs and opportunities in Rifle are not well understood. A Housing Analysis would identify the housing demand, income ranges, and population sectors amenable to the downtown and review affordable housing options in conjunction with the Garfield County Housing Authority. A Commercial Market Analysis will collect and review economic and consumer data; evaluate market conditions; identify economic leakage and opportunities by sector; identify business operator needs and obstacles; develop market-driven strategies; and work closely with the Rifle Economic Development Corporation and the Chamber of Commerce. In addition, the Market Analysis component will incorporate the Sonoran Institute’s work with the Envision Tomorrow software tool. Envision Tomorrow will create different development options and evaluate their performance against indicators like tax revenue, energy demand, water impacts, land consumption, or access to transit. Completed March 2013.

*b. Energy and Sustainability Planning.* (HUD Funds—TBD\* out of \$420,000) The City of Rifle’s Energy Village Plan identifies goals and strategies around energy and sustainability issues. The project team will identify options to incorporate renewables, energy efficiency, conservation, and cutting-edge technologies such as electric car infrastructure into the downtown. They will also identify a communication strategy for educating the community and marketing Rifle’s vision. Energy planning will coordinate with the Sonoran Institute who will provide technical assistance in identifying “green infrastructure” concepts; and Clean Energy Economy for the Region (CLEER), a local non-profit. Completed March 2013.

*c. Redevelopment Site Planning and Design.* (HUD Funds—TBD\* out of \$420,000) The project team will design projects identified by prior plans and by this project’s planning process. This will include examining the functionality of the Gateway street network design and the Downtown Zoning Code at a site level; visuals to communicate potential development; identification and evaluation of potential redevelopment sites. Completed January 2014.

*d. Partner Identification.* (HUD Funds—TBD\* out of \$420,000) The project team will assist the city and the Rifle EDC in identifying public and private partners to invest in the downtown; identify frameworks for partnerships; and provide technical assistance and design. Completed January 2014.

*e. Integrated Strategic Plan.* (HUD Funds—TBD\* out of \$420,000) The project team will create a final product that integrates the various planning components into a strategic document. This document will include the input from the public process, infrastructure phasing and costs, funding

sources, sequenced action steps, and strategies for public-private or multi-agency partnerships. Completed January 2014.

**\* HUD elements, amount TBD:** Project elements may be submitted in one RFP so that consultant teams can develop innovative or more cost-effective partnerships. Consultant teams will have the flexibility to develop the best approach for their teams, as long as the total does not exceed the amount of HUD funds available for those elements, at \$420,000.

#### **1.1.1 Results of Work**

The results of work conducted under this grant may be made available to the public through dedication, assignment by HUD or other means as HUD shall determine.

#### **1.1.2 Interim and Final Reports**

All interim and final reports and any other specified deliverables shall be owned by the Federal Government and held for the benefit of the public, which shall include Grantee.

Interim and final reports may not be published by the Grantee or any parties participating in the work for a period of sixty days after the acceptance of the deliverables by HUD.

#### **1.1.3 Acknowledgement and Disclaimer**

All deliverables, or any part thereof, and any independent and special products arising from this award, when published by the Grantee or other participants in the work, shall contain the following acknowledgment and disclaimer:

“The work that provided the basis for this publication was supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government.”

Grantee agrees to acknowledge the Department of Local Affairs and U.S. Housing and Urban Development in any and all final work products generated by the Project, including all materials or events designed to promote or educate the public about the Project.

#### **1.1.4 Prior Approval of Written Communications**

Copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning work products or activities of this grant, that may be made by the Grantee or its staff, or any other person or organization participating in the work of the grant, shall be provided to the DLG Regional Manager (see Section 4.2) for review and comment by the U.S. Housing and Urban Development before the planned release. Whenever possible, these should be provided at least two weeks before the planned release, but in no event simultaneously with the release.

The use of social media, such as web feeds, wikis, blogs, phot and video-sharing, podcasts, and microblogs is acceptable under the grant program. Information to be released through social media must be provided to the DLG Regional Manager for review and comment at least two business days before the planned release.

#### **1.1.5 Consortium Agreement Requirement**

All recipients and sub-recipients of this Colorado Sustainable Main Streets Award, funded by the U.S. Housing and Urban Development and Federal Highway Administration, must enter into a memorandum of understanding that binds them to this award (i.e., Consortium Agreement). By doing so, all entities are legally bound to comply with all the terms and conditions of the award.

#### **1.1.6 Accessibility of Information by People with Disabilities**

Section 508 of the Rehabilitation Act of 1973 requires all Federal electronic and information technology to be accessible by people with disabilities. All Products of Work that will be

posted on HUD’s website must meet HUD’s Web Publication Standards and Procedures at [www.hud.gov/assist/webpolicies.cfm](http://www.hud.gov/assist/webpolicies.cfm).

**1.2. Eligible expenses** include consultant costs as agreed upon in 1.1 Project Description above.

**1.2.1.** Per the requirements of the HUD Community Challenge Planning grant, federal funds may not be used to pay or to provide reimbursement for payment of the salary of a consultant retained by the Grantee, at a rate more than the equivalent of General Schedule 15, Step 10 base pay rate. See the Office of Personnel Management Website, [www.opm.gov](http://www.opm.gov), and its Salaries and Wages link for the current base rate, which may be lower than the local rate.

**1.2.2.** Grantee shall not incur costs or obligate federal funds for any purpose pertaining to the operation of the project or program, 45 days prior to the end of the period of performance. The only costs authorized during this time include closeout activities, normally limited to the preparation of final progress, financial and required project audit reports.

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

**1.3.1.**  divided equally between the State and Grantee

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

**1.3.3.**  returned to the State

**1.4. Matching Funds.** Unless authorized in writing by the State, Grantee shall be responsible for meeting the required total matching funds for this Project, as identified under the “Match Funds” column of §7 below, during the term of this Grant.

**1.4.1** Grantee shall provide Matching Funds in the amount set forth in §7.0 below in order to receive the full amount of the Grant Funds pursuant to this Grant. Matching Funds shall be the funds listed under the “In-Kind Match” and “Cash Match” columns of §7.0 below. Grantee shall provide a copy of agreements between Grantee and Cash Match entities. Grantee shall track the use of In-Kind Match and Cash Match throughout the term of the Grant with appropriate documentation that includes, but is not limited to, time and activity reports for in-kind personnel time spent on the project, and lease rate per square foot, if using office space as In-Kind Match. Funds used to match a previous State grant(s) shall not be used to satisfy the Matching Funds requirement of this Grant.

**1.4.2** Grantee’s required matching contribution must be provided on a line-item by line-item basis, and must at least equal the amounts specified in the Project Budget table. Payments to Grantee will be based on the ratio of Grant funds to the Total Project Cost as reflected in the Project Budget. The State will apply the ratio to the total project expenditures Grantee reports for the period and submits for payment.

**1.5. Section 3 of the HUD Act of 1968.** This section  shall, or shall not  apply to this Grant. When applicable, Grantee and subgrantee shall to the greatest extent feasible, provide opportunities for training and employment that arise through HUD-financed projects will be given to lower-income persons in the Project area, and that contracts be awarded to businesses located in the Project area or to businesses owned in substantial part, by residents of the Project area. Grant Shall follow the reporting requirement detailed in §6.1.4 below.

**1.6. Federal Funding Accountability and Transparency Act of 2006, (Pub. L. 109-282) (Transparency Act also known as FFATA).** Grantee and subgrantees are required to report award information on the government Website and register with U.S. Government Central Contract Registration (CCR) at <http://www.bbn.gov/ccr>. See Attachment C - Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders Subject to The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended, As of 10-15-10 for specific information.

**1.7. Whistleblower Protection.** Each grantee or sub-grantee awarded funds made available shall promptly refer to the HUD Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false

claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Complaints can be made to HUD through any of these means:

Calling toll free at 1-800-347-3735; persons who have hearing or speech disabilities may reach this number from the Federal Relay Service, at 1-800-877-8339.

Faxing at (202) 708-4829

E-mailing to [hotline@hudoig.gov](mailto:hotline@hudoig.gov)

Writing to HUD OIG Hotline (GFI), 451 7<sup>th</sup> Street, SW, Washington, DC 20410

- 1.8. **Property.** Accountability for property continues as long as the Grantee holds the property, or for the period of time established by the agreement. Disposal of property must be in accordance with the rules established in the Property Management Standards referred to in the award. Program income, including royalties, must be used to support eligible activities.
- 1.9. **Data Collection.** Collection of data from ten or more respondents and sponsored by HUD shall be subject to the Paperwork Reduction Act (44 U.S.C. 3501– 3520). If a survey instrument for a collection of data sponsored by HUD is proposed, it will be subject to review and approval by the Office of Management and Budget (OMB). Such review and approval must be obtained prior to the use of the survey instrument. Grantee must submit the proposed instrument to the DLG Regional Manager for review and submission to OMB.

## 2. DEFINITIONS

None

## 3. DELIVERABLES

- 3.1. **Outcome.** The final outcome of this project is to provide sustainability by completing a Transit Oriented Design plan for downtown Rifle. The TOD Plan will include transit planning, conceptual multi-modal infrastructure design, residential and commercial market analysis, energy and sustainability in order to help in creating a suitable living environment.
- 3.2. **Service Area.** The performance of the services described within this Grant shall be located in Rifle, Colorado and adjacent portions of Garfield County as applicable.
- 3.3. **In-Kind and Leverage Commitments.** Documentation verifying in-kind and other match.
- 3.4. **All Interim and Final Reports.** Quarterly Financial and Program Reports as well as a Final Report.

## 4. PERSONNEL

- 4.1. **Responsible Administrator.** Grantee's performance hereunder shall be under the direct supervision of Matt Sturgeon, an employee or agent of Grantee, who is hereby designated as the responsible administrator of this project.
- 4.2. **DLG Regional Manager.** Elyse Ackerman Casselberry, 222 6<sup>th</sup> #409, Grand Junction, CO 81501.
- 4.3. **Replacement.** Grantee shall immediately notify DLG if any key personnel cease to serve. If Grantee wishes to replace its key personnel, it shall notify DLG and seek its approval, which shall be at DLG's sole discretion, as DLG issued this Grant in part reliance on Grantee's representations regarding its Key Personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualification are, and when the change will take effect. Anytime key personnel cease to serve, DLG, in its sole discretion, may direct Grantee to suspend work on the Project until such time as their replacements are approved. All notices sent under this subsection shall be sent in accordance with §18 of the Grant.

## 5. PAYMENT

Payments shall be made in accordance with the provisions set forth in §9 of the Grant.

- 5.1. **Payment Schedule.** Grantee shall disburse Grant Funds received from the State within fifteen days of receipt. Excess funds shall be returned to the Department.

Payment	Amount	
<b>Interim Payment(s)</b>	<b>\$399,000</b>	Paid upon receipt of actual expense documentation and written requests from the Grantee for reimbursement of eligible program activities authorized by the Department.
<b>Final Payment</b>	<b>\$ 21,000</b>	Paid upon substantial completion of the Project, provided that the Grantee has submitted, and the Department has approved, all required reports.
<b>Total</b>	<b>\$420,000</b>	

**5.2. Remittance Address.** If mailed, payments shall be remitted to the following address unless changed in accordance with §18 of the Grant:

City of Rifle 202 Railroad Ave Rifle, CO 81650
--

**5.3. Interest.** Grantee may keep interest earned from federal funds up to \$100 per year for administrative expenses..Excess interest income shall be returned to DLG.

**6. ADMINISTRATIVE REQUIREMENTS**

**6.1. Reporting.** Grantee shall submit the following reports to the Department using the state-provided forms. The Department may withhold payment(s) if such reports are not submitted timely.

**6.1.1. Financial Status Reports.** One copy of the quarterly Financial Status Report shall be submitted within 15 calendar days of the end of each calendar quarter.

**6.1.2. Narrative Performance Reports.** One copy of the quarterly Narrative Performance Report shall be submitted within 15 calendar days of the end of each calendar quarter.

**6.1.3. Final Reports.** Within 15 days after the completion of the Project or the final draw, whichever is later, Grantee shall submit a Final Narrative Performance Report, and a final Financial Status Report to the Department.

**6.1.4. Single Audit Report.** If Grantee is required to have a single audit, Grantee shall submit a copy of its audit report to DLG within 180 days of its fiscal year-end.

**6.2. Monitoring.**

**6.2.1. Grantee.** Grantee shall notify DLG at least 30 days in advance of Project being completed. DLG shall perform on-site monitoring, prior to project close-out.

**6.2.2. Subgrantee.** Grantee shall monitor its subgrantees, if any, at least once during the term of this project. Results of such monitoring shall be maintained on file.

**6.3. Contract.**

**6.3.1.** Any and all contracts entered into by the Grantee or any of its subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

**6.3.2.** Copies of any and all contracts, Intergovernmental Agreements, and/or Memorandums of Understanding entered into by Grantee in order to accomplish this Projects shall be submitted to the DLG Regional Manager for review upon execution.

**6.4. Environmental Requirements.** Grantee shall comply with all HUD environmental requirements and shall not obligate Grant funds prior to receipt of the written release of funds from the State.

**6.5. Procurement Standard.** Grantee shall follow appropriate procurement standards as required by the state, including the selection and payment of contractors, consultants, architects, engineers, and purchase of materials necessary for the completion of the Project.

**6.6. Recordkeeping.** Grantee shall maintain records in accordance with recordkeeping requirements as outlined in the 11 A. in the Main Body of this Contract.

**7. PROJECT BUDGET**

Project Activities	Total Project Cost 100 %	HUDC Funds	Other Funds 28.3%	Match Fund Source
Administration	\$ 8,201	\$000	\$ 7,001 \$1,200	Grantee (in-kind) Rifle Economic Development Cmmsn. (in-kind)
Consultants	\$424,025	\$420,000	\$ 4,025	Colorado Department of Public Health and Environment (ped. audit – in-kind)
<b>Total</b>	<b>\$432,226</b>	<b>\$420,000</b>	<b>\$12,226</b>	

## EXHIBIT C – Supplemental Provisions for FFATA

**State of Colorado  
Supplemental Provisions for  
Federally Funded Contracts, Grants, and Purchase Orders  
Subject to  
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As  
Amended  
As of 10-15-10**

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

**1. Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

**1.1. "Award"** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

**1.1.1.** Grants;

**1.1.2.** Contracts;

**1.1.3.** Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

**1.1.4.** Loans;

**1.1.5.** Loan Guarantees;

**1.1.6.** Subsidies;

**1.1.7.** Insurance;

**1.1.8.** Food commodities;

**1.1.9.** Direct appropriations;

**1.1.10.** Assessed and voluntary contributions; and

**1.1.11.** Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award **does not** include:

**1.1.12.** Technical assistance, which provides services in lieu of money;

**1.1.13.** A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

**1.1.14.** Any award classified for security purposes; or

**1.1.15.** Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

**1.2. "Central Contractor Registration (CCR)"** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.bpn.gov/ccr>.

**1.3. "Contract"** means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.

**1.4. "Contractor"** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

**1.5. "Data Universal Numbering System (DUNS) Number"** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: <http://fedgov.dnb.com/webform>.

**1.6. "Entity"** means all of the following as defined at 2 CFR part 25, subpart C;

**1.6.1.** A governmental organization, which is a State, local government, or Indian Tribe;

**1.6.2.** A foreign public entity;

**1.6.3.** A domestic or foreign non-profit organization;

**1.6.4.** A domestic or foreign for-profit organization; and

- 1.6.5. A Federal agency, but only a Subrecipient under an Award or Sub award to a non- Federal entity.
- 1.7. **“Executive”** means an officer, managing partner or any other employee in a management position.
- 1.8. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.9. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.10. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
- 1.11. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.12. **“Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
- 1.13. **“Subrecipient Parent DUNS Number”** means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s Central Contractor Registration (CCR) profile, if applicable.
- 1.14. **“Supplemental Provisions”** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 1.15. **“Total Compensation”** means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
- 1.15.1. Salary and bonus;
  - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
  - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
  - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
  - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
  - 1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.16. **“Transparency Act”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 1.17 **“Vendor”** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.
- 2. Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3. Central Contractor Registration (CCR) and Data Universal Numbering System (DUNS) Requirements.**
- 3.1. **CCR.** Contractor shall maintain the currency of its information in the CCR until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update the CCR information at least annually after the initial registration, and more frequently if required by changes in its information.

**3.2. DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

**4. Total Compensation.** Contractor shall include Total Compensation in CCR for each of its five most highly compensated Executives for the preceding fiscal year if:

**4.1.** The total Federal funding authorized to date under the Award is \$25,000 or more; and

**4.2.** In the preceding fiscal year, Contractor received:

**4.2.1.** 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

**4.2.2.** \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

**4.3.** The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

**5. Reporting.** Contractor shall report data elements to CCR and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.

**6. Effective Date and Dollar Threshold for Reporting.** The effective date of these supplemental provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.

**7. Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

**7.1 To CCR.** A Subrecipient shall register in CCR and report the following data elements in CCR *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

**7.1.1** Subrecipient DUNS Number;

**7.1.2** Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

**7.1.3** Subrecipient Parent DUNS Number;

**7.1.4** Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

**7.1.5** Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

**7.1.6** Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

**7.2 To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

**7.2.1** Subrecipient's DUNS Number as registered in CCR.

**7.2.2** Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

**8. Exemptions.**

**8.1.** These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

**8.2** A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

**8.3** Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include

other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

**8.4** There are no Transparency Act reporting requirements for Vendors.

**9. Event of Default.** Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

Federal Funding Accountability and Transparency Act (FFATA)  
Data Report Form

**Reporting is required for initial awards of \$25,000 or more or award modifications that result in a total award of \$25,000 or more.**

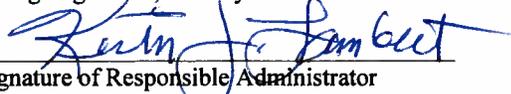
Information Field Definitions can be found in Exhibit C	Response
1. Agency or Jurisdiction DUNS Number:	18-277-4869
2. Subrecipient Name Receiving Award:	
3. Subrecipient Parent DUNS Number: <b>(Report if different from subrecipient number)</b>	
4. Location of Entity Receiving Award: <b>(Full street address)</b>	202 Railroad Ave Rifle, CO 81650
5. Primary Location of Performance of the Award: <b>(City, State and Congressional District)</b>	Rifle, CO #3
	Answer True or False
6. In the preceding fiscal year, Contractor received:	
a. \$25,000,000 or more in annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or subawards subject to the Transparency Act.	
b. 80% or more of its annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or subawards subject to the Transparency Act.	
c. The public does not have access to information about the compensation of its five most highly compensated Executives through periodic reports filed through the Securities Exchange Act of 1934 or the IRS.	

**An answer to question 7 is required ONLY when all answers to questions 6 are true.**

7. Names and total compensation of the five (5) most highly compensated Executives for the preceding fiscal year:

Print Name	Compensation Amount
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

By signing below, I certify the information contained in this report is complete and accurate to the best of my knowledge.


06-16-11  
 \_\_\_\_\_  
 Signature of Responsible Administrator                      Date

**ATTACHMENT B**  
**Phase I Project Team Budget**  
City of Rifle Downtown TOD Strategic Plan

---

**Phase I Budget**

Project 1. TOD Strategic Plan .....	\$201,618
Project 2. Market Analysis and Redevelopment.....	\$207,500
Project 3. Communications and Outreach Coordination.....	<u>\$ 36,000</u>
TOTAL PHASE I.....	\$445,118

**ATTACHMENT C**  
**Phase 1 Scope of Services**  
**City of Rifle Downtown TOD Strategic Plan**

---

**Abbreviations and Terms**

Charlier Associates, Inc.	CAI
Van Meter Williams Pollock	VMWP
EPS	EPS
Sonoran Institute	SON
Brendle Group	BRE
CLEER	CLEER
Drexel Barrell	DB
City of Rifle	City
Garfield County	County
Grant Project Steering Committee	GPSC
Downtown Development Authority	DDA
Rifle Regional Economic Development Corporation	RREDC
Colorado Department of Local Affairs	DOLA
Colorado Department of Transportation	CDOT
U.S. Department of Transportation	USDOT
U.S. Department of Housing and Urban Development	HUD
Project Consulting Team	Consultant

**Contents**

**TOD Strategic Plan Element** ..... p. 2  
(Tasks 1 – 13)

**Market Analysis and Redevelopment Element**..... p. 6  
(Tasks 14 – 26)

**Communications and Outreach Coordination Element** ..... p. 14  
(Tasks 27 – 39)

## ATTACHMENT C

### Phase 1 Scope of Services

#### City of Rifle Downtown TOD Strategic Plan

---

### TOD STRATEGIC PLAN ELEMENT (Tasks 1 – 17)

#### **Task 1. Project Team Kickoff Meeting in Rifle. (Lead – CAI; support – DB)**

Consultant shall schedule, plan and coordinate a round of initial meetings in Rifle to occur about two weeks of notice to proceed, depending on timing relative to the holidays. This will include an administrative meeting with staff to talk through project management topics and the first meeting of the GPSC (see below). These meetings will be scheduled so that they can be held during one day. Firms participating in these meetings shall include CAI, VMWP, EPS, SON, BRE, CLEER, and DB.

#### **Task 2. Data Collection and Review. (Lead – CAI; support – DB)**

Immediately upon notice to proceed, consultant shall begin obtaining and compiling available data and existing studies. These will include relevant land use plans including the Downtown Master Plan, Comprehensive Plan, Energy Village Plan, Bus Circulator Study and the Gateway Alternatives Report. Consultant shall maintain a library of documents and other resources, available to all through the project website, which shall include a “library” function.

#### **Task 3. Grant Project Steering Committee. (Lead – CAI; support – DB)**

The GPSC shall provide oversight throughout the term of the grant. Members will be appointed by the City and will include representatives of the City, DDA, RREDC, DOLA, CDOT, USDOT, HUD and others as determined by the City. The GPSC will meet periodically as to provide guidance and direction for the conduct of the project. (Note: the scope and budget assumes that seven meetings of the GPSC will occur during Phase I of the project.) Meetings will generally be scheduled at least two weeks in advance of project events to allow the Committee to shape events. Agendas and meeting materials will be made available by the Consultant to the Committee members at least one week prior to GPSC meetings, using a special password-protected area of the project website as the means of distribution.

#### **Task 4. Project Kick-Off Public Event. (Lead – SON; support – CAI)**

This is described in more detail under Task 30, below.

#### **Task 5. Transit Visioning and Strategy. (Lead – CAI)**

The transit visioning process will clarify the role of local and regional transit within the City’s economic development goals and Comprehensive Plan. The Consultant shall review and evaluate the recently-completed local transit circulator study. That evaluation will be combined with an assessment of regional transit network options to arrive at an integrated local and regional transit strategy for Rifle. The transit strategy will look out to the year 2025 in two time increments – near term (2017) and mid term (2025). Both of these strategic elements will be based on a longer term transit vision for Rifle, including potential for high capacity connections into the Roaring Fork Valley and future connections down valley as Rifle becomes an employment destination. Task 5 shall be coordinated around the public workshop in Task 9 below and shall incorporate outcomes from that workshop into the transit strategy. The emerging transit strategy also will be a topic of conversation at the first four meetings of the Grant Project Steering Committee. Ultimately, the transit strategy will be combined with the emerging market and redevelopment analysis in the *TOD Strategic Plan*.

## **ATTACHMENT C**

### **Phase 1 Scope of Services**

#### **City of Rifle Downtown TOD Strategic Plan**

---

##### **Task 6. TOD Assessment. (Lead – CAI; support – VMWP)**

The purpose of this task is to assess and describe the transit-oriented development potential of Rifle's downtown, within the context of the Downtown Master Plan vision, and the regional transit and economic systems. This assessment shall describe what features of TOD theory are feasible for Rifle. The City has already completed a significant amount of work to define a transit-oriented development pattern for the downtown/gateway area. Work already completed by the City, including the Downtown Master Plan, the Gateway Conceptual Alternatives Report, the Circulator Feasibility Study and the Downtown Zoning Code will be used to provide a foundation for the TOD assessment. The Consultant will revisit the density assumptions that inform the Downtown Master Plan in light of the market analysis completed in Task 19 below. Using data and perspectives developed through the market assessment, including a strategic approach to infrastructure phasing, the Consultant will describe near-term and mid-term priorities for investment in physical infrastructure, transit services and related needs. The TOD vision will embrace a general business model for redevelopment of the gateway/riverfront/downtown area that is based on energy technology and energy-related employment. The TOD development pattern will be inherently mixed-use, but also will reflect market realities of the Colorado River Valley over the next decade. The TOD assessment will be documented in a chapter of the TOD Strategic Plan.

##### **Task 7. Transit Center Assessment. (Lead – CAI)**

The Consultant shall identify transit circulation and interconnection needs and infrastructure options, based on the transit vision and strategic elements (Task 5). The transit center concept is intended to support transfers between future regional and local transit routes and also to encourage redevelopment in the downtown. Options might include an off-street transit center (as in Boulder Colorado) or a linear on-street transit interface using downtown streets (as in Portland Oregon). The Consultant will recommend how to integrate transit into the Gateway Design of Highway 6 & 24, including the proposed new street grid in lower downtown. The analysis will also identify a process to initiate and complete land swaps or purchase with private owners, CDOT and/or the Union Pacific Railroad. The transit center assessment will be a one topic addressed in the site design charrette described in Task 20 below.

##### **Task 8. Walking Audit. (Lead – CAI)**

The Consultant shall coordinate the project with, and participate in, a walking audit of the downtown led by the Colorado Department of Public Health and Environment. This will occur during the multi-day design charrette (Task 21, below). The walking audit will involve the public in identifying gaps and needed improvements in pedestrian, bike, and streetscape infrastructure. The Consultant will assist CDPHE with the walking audit and will use the information gained in development of the TOD Plan.

##### **Task 9. Public Workshop. (Lead – CAI; support – SON)**

The public workshop will provide the public with an opportunity to participate in development of the transit vision and strategy, the TOD and transit center assessments, and the energy district concepts. The workshop will also provide the public with an opportunity to learn about the results of the market study. The workshop will be held on a weekday evening. The Consultant will plan, coordinate, and facilitate the event. Following the workshop, the Consultant will use the project website to run an opinion survey to test public reaction to the key ideas coming out of the workshop. Non-alcoholic refreshments and appropriate food will be provided through the Consulting contract.

## ATTACHMENT C

### Phase 1 Scope of Services

#### City of Rifle Downtown TOD Strategic Plan

---

##### **Task 10. Action Plan: Multimodal Transportation Priorities. (Lead – CAI; support - DB)**

The Consultant shall describe the current and future multimodal transportation system in the Downtown and identify needs and priorities for capital investment, including streets, streetscapes, transit and pedestrian and bicycle infrastructure. This task will include a review of existing conditions to provide a basis for conceptual design. A major elements of the task will be initiation of a Planning and Environmental Linkages (PEL) assessment. The PEL assessment will be coordinated with CDOT by the Consultant through the City. The assessment will begin with a list of potential capital projects based on prior studies and on work completed in Tasks 5 through 9.

The capital priorities list will serve as the basis for an evaluation of which projects would be significant enough to warrant development of drafts of purpose and need statements, alternatives, affected environment, environmental consequences and other elements of a possible NEPA process. Some of the projects will not rise to this level of effort, but all will be analyzed in this structure to document the expected level of NEPA development and clearance required. Design concept plans will be prepared for specific capital projects based on project priorities and results of the PEL process.

The outcome of this task will be a prioritized, phased program of public and private investments in infrastructure and services based on the work completed in the Gateway Conceptual Alternatives Report and the Circulator Feasibility Study as well as the outcomes of Tasks 1 through 9. This work will be compiled in an Action Plan, including a prioritized program of capital investments, services and other City actions categorized in three time frames – immediate (by 2014), near term (by 2017) and mid term (by 2025). Project development phases (conceptual engineering, preliminary engineering, final design, right of way, construction) will be shown along with the PEL assessment and description of likely level of NEPA processing. The Action Plan will guide priorities in Phase 2, and will be documented in the TOD Strategic Plan.

##### **Task 11. Conceptual Project Design. (Lead – CAI; support – DB)**

The Consultant shall undertake development of design concept plans for a small number of specific capital projects that are high priorities in the Action Plan and that offer the potential to serve as catalyst projects for infill and redevelopment projects in the downtown. (Conceptual design means that the extent and limits (ROW), alignment, cross section, preliminary profile and grade, and operational characteristics of each project are laid out in plan view and in cross section view, supported as needed by perspectives. This is commonly referred to as 30% design.) Programming level cost estimates will be developed for each project subjected to this level of design. The number of projects for which conceptual design is to be completed will be determined by the Action Plan and will require strategic choices by the City in terms of allocation of project funds between planning, conceptual design, preliminary engineering and other work. An objective of this process is to position projects for potential federal discretionary and competitive grant opportunities in 2012 and 2013 (and in later years). (This task does not include preparation of grant applications for discretionary funding.) Based on the outcome of the Action Plan, the conceptual engineering process for one or more projects may be fast-tracked to allow the City to move forward in 2012 (using funds from other sources) with preliminary engineering, final design and construction.

## **ATTACHMENT C**

### **Phase 1 Scope of Services**

#### **City of Rifle Downtown TOD Strategic Plan**

---

##### **Task 12. TOD Strategic Plan. (Lead – CAI; support - DB)**

The Consultant shall compile the outcomes and products of Tasks 1 through 11 in a TOD Strategic Plan document that serves as a blueprint for future investment to implement the transit strategy and create incentives for redevelopment and infill in downtown. The Plan will synthesize the various technical analyses and will reflect public input, recommended infrastructure phasing and costs, potential funding sources, sequenced action steps, and strategies for public-private or multi-agency partnerships. It will include recommendations for integrating multimodal transportation with Rifle’s Master Transportation Plan. Finally, the Plan will recommend the task structure and deliverables to be carried out in Phase 2 of the project. The Consultant will publish the TOD Strategic Plan as a web document, navigable through active links within the document and providing access to video files and other resources produced during Phase 1. The document will also be published in a “flat file” printable format.

##### **Task 13. Community Forum. (Lead – CAI; support - SON)**

The Community Forum will be the concluding event of the Phase 1 work. Members of the Grant Project Steering Committee and citizens who have been part of the Community Design Academy will play key roles in hosting display areas and in presenting outcomes of the project. Segments of the forum will be recorded on video for use in later communication about Rifle’s plans and objectives. The Forum will provide the public with an opportunity to learn about the results of the project. The Forum will be held on a weekday evening. The Consultant will plan, coordinate, and facilitate the event. Non-alcoholic refreshments and appropriate food will be provided through the Consulting contract.

##### **TOD Strategic Plan Element Deliverables**

- Draft and Final flat file (PDF) versions of the TOD Strategic Plan
- Web document version of the TOD Strategic Plan to be posted on the project website
- Meeting logs from all meetings and events
- An Action Plan from Task 6 that includes the TOD CIP project list with PEL assessments
- Conceptual project design plans

## ATTACHMENT C

### Phase 1 Scope of Services

#### City of Rifle Downtown TOD Strategic Plan

---

## Market Analysis and Redevelopment Element

### **Task 14. Project Team Kickoff Meeting in Rifle. (Lead – CAI; support – VMWP, EPS, BRE, CLEER, SON)**

Described in more detail in Task 1.

### **Task 15. Data Collection and Review. (Lead – EPS; support – CAI, VMWP, BRE, CLEER, SON)**

EPS will meet with the project team and Grant Steering Committee to collect available data and existing studies. These include all relevant land use plans including the Downtown Master Plan, Comprehensive Plan, Energy Village Plan, Bus Circulator Study and the Gateway Alternatives Report. EPS will also collect pertinent data from local and national sources. Required local data includes city retail sales data, parcel layer data, RREDC firm recruitment data, and others to be determined. Regional and national data sources will likely include US Census, Department of Local Affairs (DOLA) demographic information and projections, Commuting Patterns, Bureau of Labor Statistics (BLS) and/or Bureau of Economic Analysis (BEA) industry employment data, Multiple Listings Service (MLS) sales data, and others to be determined. The Consultant shall maintain a library of documents and other resources, available to all through the project website, which shall include a “library” function.

### **Task 16. Grant Project Steering Committee. (Lead – CAI; support – VMWP, EPS, BRE, CLEER, SON)**

Described in more detail in Task 3.

### **Task 17. Project Kick-Off Public Event. (Lead – SON; support – VMWP, EPS, BRE, CLEER, SON)**

Described in more detail in Task 4.

### **Task 18. Stakeholder Interviews. (Lead – EPS; support – CAI, SON)**

The Consultant will work with City staff to identify individuals (e.g. property owners, area developers, and City staff), agencies, and businesses for a set of private interviews. The interviews will be conducted over the course of two days. The team will require assistance with scheduling and facilities at City Hall, such as a conference room, to conduct the interviews. The focus of these interviews will be to gauge trends within the business community, identify stakeholder development goals, and understand constraints and opportunities within the business community relevant to future growth. All interviews will be conducted confidentially and exclude names and specifics. EPS finds that this format often reveals critical information regarding local business opportunities and obstacles that guide future analysis. This task will be scheduled to coincide with Task 32 and will be coordinated with that task.

### **Task 19. Market Analysis. (Lead – EPS; support – CAI)**

The Consultant will compile baseline economic and demographic data for the City of Rifle and surrounding regional market area. This data will provide the economic framework necessary to establish general economic trends related to commercial and residential real estate development potentials. The following work will be undertaken:

- Tabulate population and household growth trends and pertinent demographic characteristics in Rifle for the 2001 to 2011 time period.
- Tabulate employment by two-digit NAICs over the 2001 to 2011 time period, compiling case studies for major employment expansion, such as the Grand River Hospital, Colorado Mountain College, and Rifle’s emerging energy cluster.

## ATTACHMENT C

### Phase 1 Scope of Services

#### City of Rifle Downtown TOD Strategic Plan

---

- Compile data on housing construction based on building permits for the 2000-2010 time period.
- Evaluate existing population migration patterns and employment commuting patterns within the region.
- Forecast employment growth for the 2011 to 2025 time period based on projected public and private employment growth by industry.
- Forecast future annual housing demand for the 2011 to 2015, 2016, to 2020, and 2021 to 2025 time periods based on a range of growth and capture scenarios.

#### **19.1 Residential Market Analysis. (Lead – EPS; support – CAI)**

In order to capture the full expenditure potential for new retail development, the residential analysis will be completed first. The Consultant will develop an analysis of residential housing development activity, trends, and forecasts to quantify housing development activity by type of unit, price range, and location. EPS will build on its existing inventory of supply and demand for the Rifle market area, providing an end product that will show the extent of supportable development, broken out by parcel size, product mix, pricing, configurations, and densities, as an input to the overall development potentials. Work to be completed will include the following tasks:

- Quantify new home production by product type, location and price range. This analysis will be broken out for the period from 2000 to 2007, during which the market experienced a cyclic contraction and expansion. EPS will also provide data for 2008 through 2011 to capture market activity during the recession. The goal is to understand market potentials using local data to illuminate optimistic and conservative scenarios.
- Quantify regional housing performance and estimate local capture rates. EPS will quantify the development activity from Rifle to Glenwood Springs and will supplement the primary market with data covering the Highway 82 corridor. The goal is to document demand and supply with sufficient detail to project potential market capture for Rifle by product type.
- Conduct a competitive analysis by profiling significant new existing or planned housing projects in the region that impact downtown and the Gateway sites ability to compete for housing demand.
- Based on the trends of demand and supply of housing by type and price range, identify the range of product types and determine the supportable capture rates for each product type.
- Estimate capture rates and provide the resulting annual absorption by product type and price range to determine land development requirements based on determined product densities.
- Address near-term and long-term differential, accounting for current soft conditions.
- Provide specific definitions of product types, price ranges, lot sizes, configurations, and absorption levels supportable in each phase of development.
- Assess the cost of future housing within Rifle, based on an evaluation of household income and proposed housing costs. Drawing on extensive work addressing affordable housing throughout the Rocky Mountain West (including the Roaring Fork Valley), EPS will evaluate affordable housing programs that can be implemented to ensure that a portion of new development remains affordable to local households. EPS will address both the cost to households and the cost to developers and ensure incentives are provided to ensure future projects are economically feasible.

#### **19.2 Retail Commercial Market Analysis. (Lead – EPS; support – CAI)**

The Consultant will quantify retail expenditure potentials for the City of Rifle area based on existing trade area demographics, incomes, and projected growth of households. The type and amount of retail

---

## ATTACHMENT C

### Phase 1 Scope of Services

#### City of Rifle Downtown TOD Strategic Plan

---

space supportable in downtown and the Gateway sites will be estimated based on an assessment of the portion of expenditure potentials that can be captured from Rifle residents, existing and potential future retail competition, and existing retail sales and leakage patterns. Based on an evaluation of national and regional store trends, as well as regional downtown retail trends, the Consultant will identify the amount of retail space and specific store opportunities by store category (NAICs) for downtown Rifle and surrounding study area. The distribution of supportable retail space will be determined based on synergies with downtown retail parcels and the Gateway area as follows:

- Define both a regional and core trade area based on household population, demographics, and existing and proposed transportation linkages.
- Analyze household income and growth forecasts of each trade area
- Forecast Rifle trade area resident expenditure potentials for the 2011 to 2020 and 2025 time period based on EPS retail demand model that determines the portion of trade total personal income (TPI) spent by retail store category (3 and 4 digit NAICS).
- Compile major store inventory by retail category
- Quantify retail store sales by NAICs from City sales tax data over the 2005 to 2010 time period.
- Quantify the distribution of resident retail expenditures by location. Estimate the magnitude of leakage that exists today and the extent to which Rifle can capture that leakage with future development.
- Conduct an analysis of comparable central mountain and Western Slope downtowns to gather quantitative and qualitative data on retail leasing activity, active retail tenancing opportunities, tenancing synergies, obstacles, and constraints. Draw from successful examples regarding tenancing and downtown revitalization to provide Rifle with priorities and specific actions it can take to leverage and direct market potential.
- Identify the amount, mix, and key anchor tenants of retail/commercial supportable in the downtown and Gateway areas.
- Determine the appropriate parcel sizes, locations, lease rates, and land prices to accommodate supportable retail uses.

#### **19.3. Employment Commercial Market Analysis. (Lead – EPS; support – CAI, BRE)**

The consultant will assess the market for employment based development including office, flex, R&D, and industrial space. Unlike the retail commercial analysis, demand for employment and office users is based on business attraction, expansion of existing uses, and generation of new entrepreneurial businesses. The Consultant, will combine its collective knowledge on economic development base analysis and traditional and renewable energy clusters to identify potential growth in these sectors, as well as other industries poised for expansion in the Western Slope and Roaring Fork Valley. This analysis will estimate the related amount and type of office/business space that can be developed in the downtown and adjacent Gateway sites based on the following steps:

- Evaluate recent employment gains and forecasts for targeted NAICs sectors, with a special emphasis on renewable and traditional energy related fields.
  - Meet with Downtown Development (DDA) members, Rifle Regional Economic Development (RREDC) staff, and area commercial brokers and developers regarding recent business locations, expansions, and start-up prospects.
  - Based on experience in comparable communities, identify missing elements within the current economic composition and ways to fill them.
-

## ATTACHMENT C

### Phase 1 Scope of Services

#### City of Rifle Downtown TOD Strategic Plan

---

- Interview business owners to identify expansion needs and obstacles.
- Based on employment forecast, forecast future demand for office and business park space by type over the next 10 years.
- Identify and evaluate the competitive supply of other office and business park space within Garfield County.
- Determine the competitive position of downtown and the Gateway sites vis-à-vis other business locations, (south side of I-70 and/or other regional sites/towns.)
- Determine the study area's potential capture rate of total forecasted space.
- Identify and evaluate catalytic opportunities presented by the market which the City could implement
- Determine the supportable land requirements, prices, lease rates, and locations for business space within downtown and the Gateway areas.

#### **19.4 TOD and Mixed Use Development Potential. (Lead – EPS; support – CAI, VMWP)**

The Consultant will summarize the findings of each analysis and provide recommendations for the types of projects that could be developed within downtown and the Gateway sites. The recommendations will define development opportunities with specific program requirements, including:

- Residential – total market demand by unit type and potential capture by downtown and gateway sites; development parameters such as scale, density, unit size, land size, tenure, pricing, annual absorption forecast, and delineation of “market drivers” which will help establish the market.
- Retail Commercial – supportable square footage by type of retail, land and building requirements, locational requirements, adjacency and synergy recommendations, prototypes from other Colorado communities of successful downtown/infill development examples
- Employment Commercial – list of existing and new businesses by industry seeking new space, supportable new office development, land and building requirements, locational requirements
- Mixed Use – Addressing ways to combine market opportunities (as delineated above) with integrated projects that include commercial and residential uses.

#### **19.5 TOD and Mixed Use Opportunity Sites. (Lead – EPS; support – CAI, VMWP)**

Working with City of Rifle staff, the Consultant will identify three to five opportunity sites for further evaluation. The Consultant will refine development potential and define market-based development programs for large scale and small scale projects. The Consultant will develop criteria for selection of specific opportunity sites, reflecting the magnitude of uses, downtown and adjacent area parcel sizes, capacity to meet market demand (residential and commercial), synergy of land uses, and potential catalytic impact, and others identified by staff or community stakeholders. The identified TOD and Mixed Use Development Potential will be paired with the opportunity sites to establish up to six development programs in the study area to be evaluated.

#### **Task 20. Energy and Sustainability Assessment. (Lead – BRE and CLEER; support – CAI)**

- A. Brendle Group will be the lead on the following tasks, with CLEER participating and giving input.
- Energy Opportunities Assessment.
    - Provide a summary of best practices from other communities that can best be applied to Rifle, from local food production and green building to water and resource conservation.

## ATTACHMENT C

### Phase 1 Scope of Services

#### City of Rifle Downtown TOD Strategic Plan

---

- Research and evaluate the efficiency, renewable energy, green roofs, natural gas, and demand response solutions that are suitable in Rifle, and recommend steps for integration with future development.
- Develop decision matrices that compare costs, cost savings and payback and technical feasibility (including energy generation potential) for each approach so that choices can be easily compared and considered in a greater planning process.
- Identify opportunities for demonstration projects and entrepreneurial models in the downtown or in the Energy Innovation Center that would benefit downtown.
- Identify public and private financing options for renewable energy and energy efficiency.
- Economic Development Positioning and Partner Coordination.
  - Address economic development opportunities related to conventional and sustainable energy sectors with a focus on supply chain capture, resources for local innovation, and potential incentives. Work with EPS to ensure these are considered in the market study.
  - Conduct a meeting with key stakeholders such as Garfield Clean Energy, the RREDC, and Colorado Mountain College to identify initiatives to take advantages of opportunities identified by this project. Potential initiatives may include investigation of an energy-oriented economic development cluster, a sustainable design and manufacturing district in the downtown, or state-wide partner identification and outreach.
  - Develop an Energy Village concept that embraces the results of the above work, the results of the market study and ongoing coordination with the consulting team. The Energy Village concept should apply to the City of Rifle, but with a focus in downtown and an acknowledgement of the role of the Energy Innovation Center. Prepare a brief document that presents the Energy Village concept with compelling data, graphics, images and text.
  - Present the Energy Village concept at GPSC meetings, the Public Workshop (Task 25), the Community Forum (Task 26) and at a Regional Forum (Subtask 35.2).
- B. CLEER will be the lead consultant for the following tasks. CLEER will use the Energy Opportunities Assessment and the Energy Village concepts developed by Brendle as a platform for these tasks. Brendle will participate and give input throughout the process.
  - Energy Self-Sufficiency Baseline and Action Plan.
    - Energy Baseline. Create a Rifle-specific Energy Inventory using the Garfield Energy Inventory as a template. This subtask will start concurrent with the part A tasks above.
    - Energy Self-Sufficiency Action Plan. Using results of Energy Opportunities Assessment and the emerging Energy Village concepts, develop near-term (201) and mid-term (2025) benchmarks for energy self-sufficiency and economic development, and set an ambitious yet realistic goal for economic savings and the percentage of energy generated from local sources for Rifle (natural gas, solar, biomass, energy-efficiency, energy use management, etc). Show how Rifle can use these benchmarks as a basis for future marketing and program implementation in order to communicate the realistic economic opportunities of energy self-sufficiency to the community. Identify obstacles to achieving benchmarks.
    - Downtown Building Stock Program. CLEER will reach out to property owners through the Community Design Academy to assess buildings and identify opportunities for energy-efficiency, renewable energy, and energy usage management. To promote public awareness of these concepts, the Energy Navigator will be installed in one or two key

## ATTACHMENT C

### Phase 1 Scope of Services

#### City of Rifle Downtown TOD Strategic Plan

---

- buildings in the downtown with high visibility to illustrate the effectiveness of energy conservation measures.
- CLEER will incorporate the Electric Vehicle Assessment from other grant funding into this goal-setting and implementation program.
- Community and Regional Outreach.
  - Program Access. Throughout the term of the grant, CLEER will find opportunities to make their existing programs available to the Rifle community and encourage participation to reach Rifle's energy goals. This will be done using other funding sources.
  - Local Food Culture Outreach. Identify linkages between downtown restaurants, retail establishments, and local CSAs (community-supported agriculture cooperatives). Identify potential sites for demonstration gardens or greenhouses.
  - Regional Outreach. CLEER will identify regional partnerships that foster connections between Rifle and the wider region on energy and local food opportunities, and organize their participation at a regional meeting on energy strategies.
  - Presentation. participate and present on importance of an energy-efficient economy, and regional efforts to date, at Community Design Academy or Regional Forum.

#### **Task 21. Redevelopment Site and Transportation Planning Charrette.**

This charrette will occur over a five day period in April 2012. The timing of the charrette is intended to allow the results of the Market Analysis and Opportunity Sites to be factored into a discussion about which potential major redevelopment sites should be studied further. The charrette will also utilize the results of the Transit Center Assessment (Task 7), the Energy and Sustainability Assessment (Task 20) and will treat the proposed gateway street network, transit routes, redevelopment and infill opportunities, market realities and energy industry concepts as an integrated set of land use and transportation challenges and opportunities. The purpose of the charrette will be to address the overall land uses in the area based on the Downtown Master Plan and the Market Analysis completed as part of this project, and to develop general prototypical site plans and redevelopment programs for the selected sites. As described in Task 19 above, information from the Market Analysis will have identified several potential catalyst sites and areas within the Study Area.

The Market Analysis will have provided a set of development program recommendations including: mix of land uses; market niche; physical context; image and theme; amenities; and, other critical factors. The Energy and Sustainability Assessment will have provided baseline information about energy use, solar exposure, and related issues. The transit and TOD analysis will have provided a prospectus for development of regional transit service to Rifle along with an evaluation of TOD requirements and opportunities. All of this information will be brought in and used to inform the work of the charrette.

The charrette will begin with a site walk on Monday afternoon and will conclude with a public presentation of conclusions, concepts and drawings on Friday morning. Pin-up sessions will be open to the public Tuesday, Wednesday and Thursday evenings. Daytime hours will be devoted to analysis, design team discussions, drawing sessions and related tasks. Specific meetings with certain affected individuals (land owners, etc.) will be scheduled as needed throughout the week. All affected landowners, business owners and other stakeholders in the downtown area will receive invitations to the charrette along with a schedule of charrette events.

## ATTACHMENT C

### Phase 1 Scope of Services

#### City of Rifle Downtown TOD Strategic Plan

---

#### **Task 22. Large Redevelopment Site Planning and Design (Lead –VMWP; support – CAI, EPS)**

The Consultant shall develop prototype site plans and development concepts that inform redevelopment opportunities for the opportunity sites identified in Task 19.5.

Using the charrette as a springboard, the Consultant will create development programs, site plans, site sections, and/or visualizations of potential redevelopment types and projects. These prototypes will represent modern urban ideas that work well with potential transit improvements, while maintaining the essential character of Rifle’s historic core. Such ideas would include comparable building massing, materials, and active street fronts through either new retail frontage or potential walk up housing types. The Consultant will provide planning level cost estimates for land acquisition and assembly of the designed catalyst projects.

The Consultant will develop a planning level pro forma model for the catalyst projects, identifying site acquisition costs, project development costs, developer financial returns, and estimated operating costs and revenues. The financial analysis will estimate any financing gaps associated with the costs of redevelopment. The Consultant will work with City staff to identify the available public and public-private financing tools that can be utilized for catalyst projects. The catalyst project pro formas will be revised to show the public financing leverage for addressing redevelopment challenges. These projects will build on previous work undertaken by the City of Rifle by testing policies such as the new downtown zoning code at the site level, and detailing conceptual design schemes such as the River District street network concept.

#### **Task 23. Small Redevelopment Site Planning and Design. (Lead – VMWP; support – CAI, EPS)**

The Consultant shall develop a Downtown Design Program that provides prototypical design concepts and specialized design support for small-scale projects that would improve specific properties or public spaces. This could include rooftop dining or gardens, façade renovations, interior renovations, pocket parks, alley reuse, art gardens, and so forth.

Potential design project sites and prototypes will be identified through the Public Workshop (Task 9), the community design academy and the site design charrette. These projects will be selected in part based on the opportunities presented by Task 19 and conversations with the GPSC, as well as potential transit-related improvement recommendations developed the TOD Strategic Plan element. These projects will be identified in the Action Plan along with other small-scale placemaking actions and projects that would help catalyze investment in the downtown.

The Consultant will focus on sites and projects that help achieve a better walking, bike, and transit environment and highlight key nodes and corridors in Rifle’s downtown and Gateway areas. Examples could include coordinated “public yard” dining or shopping frontage for properties facing downtown streets to encourage walking; and landscape or facade design for properties throughout the downtown area to build redevelopment interest in the downtown core. The Consultant will evaluate the associated costs and benefits of these integrated design recommendations and identify potential capital and ongoing maintenance funding sources. These sources could include a business improvement district (BID), General Improvement District (GID), metropolitan district, downtown development authority (DDA), community development financial institution, or others to be determined.

## ATTACHMENT C

### Phase 1 Scope of Services

#### City of Rifle Downtown TOD Strategic Plan

---

#### **Task 24. Implementation Strategies. (Lead – EPS; Support – CAI)**

The Consultant will synthesize the findings from Tasks 15 - 23 and will prepare an integrated redevelopment and infill implementation strategy. This will be incorporated into the TOD Strategic Plan and will reflect the findings of the market analysis, site planning and design work, the energy and sustainability assessment, and the economic feasibility and financing analysis. Specific tasks include:

- Summarize the market potential, focusing on Rifle’s competitive position for employment, retail, and residential development and identify ways the City can improve its position and market capture.
- Evaluate the findings from the design and market analysis processes and assess the City’s existing regulatory and fee structure to ensure they support the vision and do not present barriers.
- Recommend ways to incent development that result in high civic benefit and dis-incent projects that would diminish synergistic goals and critical mass needed to establish downtown Rifle in the market.
- Integrate the design products with economic analysis and summarize the feasibility requirements of future developers, identifying the rents, NOI, and lease terms needed for projects to move forward.
- For those projects with financing gaps, prioritize the public financing tools (including existing URA) that can effectively achieve project viability, are most relevant, and are reasonable to implement.
- Integrate the sustainability plan, the design concepts, and the economic feasibility analysis, specifically identifying the positive impacts to NOI (for commercial projects) household income (for residential projects).
- Address the potential for public private partnerships. Provide a framework for partnerships, enabling the City to understand its role relative to developer contribution, degree of risk, and rate of return.
- Provide a marketing structure and plan for the City to attract development, tenants, and residents to expand the support the emerging opportunities. Address branding, event potential, needed amenities and services, downtown management structure, and ways these can be integrated to generate the greatest impact on the market.
- Provide a mechanism for the City to evaluate alternative future investments and establish priorities.
- Create a “Next Steps Matrix” that identifies roles, responsibilities, and action items for each set of stakeholder groups, including the City, nonprofit entities, and the private sector.

#### **Task 25. Public Workshop. (Lead – CAI; support – VMWP, EPS, BRE, CLEER, SON)**

This task is described in more detail under Task 9, above.

#### **Task 26. Community Forum. (Lead – CAI; support - VMWP, EPS, BRE, CLEER, SON)**

This task is described in more detail under Task 13, above.

#### **Market Analysis and Redevelopment Element Deliverables**

1. Market Report, including a summary of the market analysis conclusions and recommendations regarding potential development programs, price points, absorption and land values.
2. Final Chapter of Market Report will include a summary of findings and recommended implementation strategies for incorporation into the TOD Strategic Plan.
3. Written contributions to TOD Strategic Plan document, compiled by the TOD consultant
4. Charrette report from site design charrette.
5. Site drawings and other documents from Tasks 22 and 23.
6. Energy Village Document and Energy and sustainability chapter for the Action Plan

## **ATTACHMENT C**

### **Phase 1 Scope of Services**

#### **City of Rifle Downtown TOD Strategic Plan**

---

## **COMMUNICATIONS AND OUTREACH COORDINATION ELEMENT (Tasks 27 – 39)**

### **Task 27. Project Team Kickoff Meeting in Rifle. (Lead – CAI; support – SON)**

Described in more detail in Task 1.

### **Task 28. Data Collection and Review. (Lead – CAI; support – SON)**

Described in more detail in Task 2.

### **Task 29. Grant Project Steering Committee. (Lead – CAI; support – SON)**

Described in more detail in Task 3.

### **Task 30. Project Kick-Off Public Event. (Lead – SON; support – CAI)**

The Consultant shall plan, coordinate and help host a community event to celebrate the cumulative record of downtown accomplishments, the receipt of the TIGER II grant and the initiation of this project. The event will occur on a weekday evening with 60 days of notice to proceed. The event will generally take the form of a community open house, but will include a plenary session with speakers (to be determined). Suitable display materials and support equipment will be provided cooperatively by the Consultant and the City. Opportunities will be provided for the public to react to key elements of the emerging downtown vision. Non-alcoholic refreshments and appropriate food will be provided through the Consulting contract.

### **Task 31. Focus Groups. (Lead – SON; support - CAI)**

The Consultant shall engage local stakeholders through two focus groups. The consultant will design and conduct one of these focus groups to target an under-represented group likely to benefit from expanded transit access in order to receive input from groups or individuals who do not normally attend public meetings. The Consultant will provide translation services if required to make this focus group successful. The other focus group will be comprised of a diverse set of community members. Subject matter of the focus groups will include transit, Rifle area economics and the potential for downtown redevelopment. Members of both groups will be asked to recruit community members for upcoming project public events. The Consultant will document the focus groups using audio recordings and may make selected video recordings as well. Focus groups will be conducted with an approach designed to not only ensure a comfortable, friendly environment but also to delve more deeply into opinions and attitudes than is possible through other survey techniques. The events shall be timed very early in the project so that information from them can inform planning for various public events. Focus groups also will be documented as part of the Meeting Log feature of the project website.

### **Task 32. Stakeholder Interviews. (Lead – SON; support – CAI, EPS)**

At about the same time that the Focus Groups are occurring, the Consultant shall conduct a series of structured interviews with key stakeholders and community leaders to establish a base of expectations for the project. The Consultant will work with the City to develop the lists of people to be interviewed. The list of individuals to be interviewed and the timing of the interviews will be closely coordinated with the stakeholder interviews being conducted as part of the market analysis (Task 19). Notes from the interviews will be provided in Meeting Logs on the project website, but without attribution, maintaining anonymity for the interviewees.

## ATTACHMENT C

### Phase 1 Scope of Services

#### City of Rifle Downtown TOD Strategic Plan

---

#### **Task 33. Project Web Site. (Lead – CAI)**

As a key part of the communications process for all three projects, the Consultant shall design and support an interactive project website: [www.rifletod.net](http://www.rifletod.net) (or similar name). Features of the site will include news items, meeting log, project blog, on-line surveys, and password-protected area for the GPSC where draft products and meeting agenda materials will be available for Committee members. The site will be designed to use the web document form of the final TOD Strategic Plan. The Consultant shall maintain the Web Site continuously through the time period covered by the Phase 1 contract.

#### **Task 34. Video Narrative. (Lead – SON; support – CAI)**

The Consultant shall develop a video documentary of the project that documents the project throughout Phase 1. The video documentary will become a tool that puts a face on questions, concerns and ideas, and gets them across to a wide variety of audiences. As the project proceeds, the Consultant will continue to document the process.

#### **Task 35. Community Capacity Building. (Lead – SON; support – CAI)**

The Consultant shall employ a dynamic approach to communication and outreach that targets different audiences at local and regional scales. The Consultant will work with Rifle, local partners and the project team to execute a community education program designed to:

- Increase public awareness within Rifle and the larger region about transit, transit-oriented development, downtown revitalization, sustainable energy, and economic development.
- Build skills and capacity of local leaders in Rifle to implement the TOD Strategic Plan and related plans and programs beyond the term of the project.
- Engage new people and interests within Rifle and the larger region.

#### **35.1 Community Design Academy**

Rifle has benefited from informed local leaders (citizen, business, elected and staff) who have promote the city and its Energy Village concept and helped initiate specific projects. The Consultant will work with Rifle, local partners and other members project team to carry out a training and leadership seminar designed to increase knowledge and of key topics and increase local capacity to implement Rifle’s vision for the future. The Design Academy will engage a small team (12 – 18 people) of local leaders from Rifle. The series will build knowledge, skills and capacity on key topics through a series of three sessions:

1. Placemaking;
2. Regional transit and downtown redevelopment; and,
3. Energy and local sustainability concepts.

#### **35.2 Regional Forums**

The Consultant will plan, organize and facilitate three regional forums designed to attract attendance from throughout the Roaring Fork and Colorado River Valleys. The forums will be designed to introduce the regional audience to the ongoing planning underway in Rifle. The three forums will mirror the Design Academy topics:

1. Placemaking;
2. Regional transit and downtown redevelopment; and,
3. Energy and local sustainability concepts.

## ATTACHMENT C

### Phase 1 Scope of Services

#### City of Rifle Downtown TOD Strategic Plan

---

#### **35.3 Rifle's Story: A Visual Narrative about Rifle's Past and Future**

The Consultant shall create an online "picture book" with limited text and narrative that weaves concepts and issues from the project into a more human narrative about Rifle's past and future. During the project, the Sonoran Institute will work with Rifle and other partners to raise additional funds to print copies of the book.

#### **35.4 Project Fact Sheets**

The Consultant shall design and develop four brief and visually compelling fact sheets about key issues related to the project. Specific topics will be determined with the GPSC, but will likely address similar topics to regional forms. Fact sheets will be completed in sequence to be distributed at relevant events.

#### **Task 36. Partner Identification and Outreach.**

The Consultant shall communicate project activities and outcomes to a variety of organizations and groups (including private sector, foundations, local, state and federal agencies) outside the community, and build relationships that lead to investment in the downtown. Specific actions will include:

- **Potential Funding Partners List:** The Consultant will work with RREDC, the Chamber and others to create a list of outside funding resources whose grant-making (foundations or government) are aligned with Rifle's vision and goals.
- **Public-Private Partnerships Briefing:** The Consultant will work with the DDA, RREDC and Rifle to organize a meeting with members of the development industry (developers, lending institutions, property owners, realtors) to present results of market analysis as well as emerging TOD concepts in order to get input and discuss the role of the private sector in implementing the city's vision.
- **Telling Rifle's Story:** The Consultant shall develop stories (3 minimum) for local and regional media outlets to tell Rifle's story and build interest and buzz about the city's vision and efforts.
- **Presentation Development and Speaker Support:** It is critical that Rifle and its partners be able to tell Rifle's narrative with a clear, consistent and compelling message. The Consultant will work with the project team, city staff and local partners (primarily RREDC) to create a base PowerPoint presentation that can be tailored for different uses. The Consultant will provide a speaker training session to support effective delivery of the content and to brainstorm conferences, workshops and other speaking outlets.

#### **Task 37. Inter-Jurisdictional Policy Coordination.**

The consultant shall promote greater coordination of land use, transportation, and energy policies between the City and relevant agencies such as Garfield County, RFTA, Garfield Clean Energy, CDOT, and other state agencies.

The Consultant shall plan, organize and facilitate a regional transit meetings to engage officials and staff in discussion about future needs, options and next steps for transit in western Garfield County. The meeting will build upon recent studies and discussions about transit in Rifle and Garfield County, including Rifle's circulator study, this project, and the county's analysis of service needs and options in

## **ATTACHMENT C**

### **Phase 1 Scope of Services**

#### **City of Rifle Downtown TOD Strategic Plan**

---

2010. The Consultant will work to engage local officials, staff and relevant organizations (CMC, RREDC, Chamber) from Rifle and Garfield County and – if appropriate – representatives from state and federal transportation agencies. The Consultant will also help the city utilize existing partnerships and processes (Garfield Clean Energy, Energy Village working group, Planners Roundtable, etc) to discuss regional coordination as well as the implications of the project and its findings beyond the city of Rifle.

#### **Task 38. Public Workshop. (Lead – CAI; support – SON)**

The public workshop will provide the public with an opportunity to participate in development of the transit vision and strategy, the TOD and transit center assessments, and the energy district concepts. The workshop will also provide the public with an opportunity to learn about the results of the market study. (The energy district strategy is an outcome of Task 20, above. The market study is described in Task 19.) The workshop will be held on a weekday evening. The Consultant will plan, coordinate, and facilitate the event. It is anticipated the event will follow a workshop format with a plenary component and a session of break out groups. Following the workshop, the Consultant will use the project website to run an opinion survey to test public reaction to the key ideas coming out of the workshop.

#### **Task 39. Community Forum.**

The Community Forum will be the concluding event of the Phase 1 work. Members of the Grant Project Steering Committee and citizens who have been part of the Community Design Academy will play key roles in hosting display areas and in presenting outcomes of the project. Segments of the forum will be recorded on video for use in later communication about Rifle’s plans and objectives. The Forum will provide the public with an opportunity to learn about the results of the project. The Forum will be held on a weekday evening. The Consultant will plan, coordinate, and facilitate the event.

#### **Communications and Outreach Coordination Element Deliverables**

- Project web site
- Meeting logs from focus groups and stakeholder interviews
- Video narrative
- 2-3 major documents (marketing/informational documents, videos, etc)
- 2-4 minor documents (fact sheets, local media, web content, etc)
- 4 fact sheets
- Rifle’s Past and Future Book



## MEMORANDUM

**To:** City Manager Hier, Mayor Miller and City Council

**From:** Mike Braaten, Government Affairs Coordinator

**Date:** December 29, 2011

**Re:** Consideration of 2012 MOA with DOLA for continued participation in CO Main Street Program

Following please find the Memorandum of Agreement for continued participation in the Department of Local Affairs's Main Street Program.

If approved, this will be the third year the City will participate as a Candidate Main Street Program. Staff continues to find benefit in participating in the program and it provides access to grants and other resources for which we may not otherwise be eligible.

One example of the benefit of the program:

The first year we were part of the program we were selected by Governor Ritter (and then DOLA Director Susan Kirkpatrick) as a Sustainable Main Street Community, partly because of our involvement with this program. From that program we received a \$25,000 grant for the redevelopment of the Valley Lumber Site, a \$65,000 asbestos abatement grant for the Ute Theater from the Colorado Department of Public Health and Environment, and approximately \$800,000 that was a result of a joint application with DOLA and other Sustainable Main Street Communities to the US HUD/DOT for their Community Challenge Grant Program.

The costs associated with the continued participation in the program include our annual membership dues to Downtown Colorado Inc. and travel costs to attend meetings and trainings.

I am happy to answer any questions. Thank you.

Memorandum of Agreement for Participation in the Colorado Department of  
Local Affairs' Main Street Program

This Agreement is entered into and executed by the Colorado Department of Local Affairs (DOLA), Downtown Colorado, Inc. (DCI), and the City of Rifle (Community).

**I. Agreement**

Whereas, this Agreement is for the purpose of said Community to participate as a Candidate in the Colorado Main Street Program, and

Whereas, DOLA administers the Colorado Main Street Program and provides technical assistance and training to selected communities, and

Whereas, DCI provides educational opportunities and technical assistance for downtowns and commercial districts in the State of Colorado.

In consideration of the foregoing and of the mutual promises set forth herein, and intending to be legally bound, the parties hereto agree to the following specifics regarding the Colorado Main Street Program, agree as follows:

A. DOLA agrees to:

1. Act as liaison and facilitate communications between the Candidate Program, the Colorado Main Street Program, other Colorado communities, Downtown Colorado Inc, and the National Trust for Historic Preservation Main Street Center, as they relate to the local Main Street Candidate Program. .
2. Conduct one on-site "Start-Up Visit" in the community for development of a vision, mission statement, goals, objectives, committee start up and organizational development. This visit would include Main Street 101 training.
3. Provide over the phone or via e-mail and webinar advice and technical assistance as requested by the community, within the scope of available resources and expertise.
4. Facilitate and promote ongoing press coverage of the Colorado Main Street Program and its individual local programs.
5. Provide access to resource materials, including audio-visual and published materials relating to downtown revitalization and specifically organization, design, promotion and economic restructuring.
6. Post success stories and testimonials from the Candidate Program on the DOLA website and share links to the National Trust Main Street Center and other state coordinating programs.
7. Maintain the Colorado Main Street Facebook page as a way to promote the activities of the local programs.

Memorandum of Agreement for Participation in the Colorado Department of  
Local Affairs' Main Street Program

8. Publish a quarterly Main Street Newsletter, highlighting local programs, partners and resources.
9. Assist the Candidate Program in local capacity building efforts. Assistance may come from additional meetings with DOLA Regional Managers, Main Street Staff, local or state-wide foundations, other state agencies or from established Main Street Communities or through the sharing of best practices.
10. Assist the Candidate Program in local fundraising capacity. Assistance may come from additional meetings with DOLA Regional Managers, Main Street Staff, local or state-wide foundations, other state agencies or from established Main Street Communities or through the sharing of best practices.
11. Connect Candidate Programs with partner services and resources to assist in reducing barriers and solving local problems. These partners include non-profits, other state agencies, federal agencies, private foundations and for-profit businesses.
12. Review quarterly reports and provide guidance and advice for the Candidate Program to complete a successful application.
13. Establish benchmarks with the Candidate Program to ensure a successful Main Street application.
14. Conduct an on-site annual review of the Candidate's progress towards becoming a Main Street Community.
15. Make available a historic preservation architect to provide, on a first-come, first-served basis, façade schematics, assessments, training and in-fill design work.
16. As resources permit, develop heritage tourism content for placement on state and local websites.

B. Community agrees to:

1. Assess the best model for developing a Colorado Main Street Program. The Candidate should begin to review if the local community will participate and support the process of:
  - a. Completing the Colorado Main Street Application;
  - b. Creating or modifying an existing entity that might house a Main Street Program;
  - c. Financially supporting a Main Street program, office (with a computer and email connection), and a full time (40 hr/week) Main Street Manager;
  - d. Compiling data and completing Quarterly and Annual Reporting Requirements of the Colorado Main Street Program;

Memorandum of Agreement for Participation in the Colorado Department of  
Local Affairs' Main Street Program

- e. Forming four committees (Design, Organization, Promotion, and Economic Restructuring) and a Board to manage a Main Street Program;
2. Compile basic marketing and promotions material, including high resolution (300dpi) photographs, information on downtown businesses, and a list of events in and around the community.
3. Complete basic reporting requirements, including progress reports based on benchmarks established with DOLA. The forms for these reports will be provided by DOLA.
4. Concentrate the Program activities within the boundaries of the target area that is designated by the local program.
5. Require appropriate staff participation in Main Street meetings scheduled around the state. The local program, or equivalent, shall be responsible for the staff's travel costs and expenses associated with these meetings.
6. Attend at least three of the following training opportunities in the year:
  - a. DCI Downtown Institutes (All quarterly Institutes taken together constitutes one training)
  - b. National Main Streets Conference
  - c. International Downtown Association Spring Conference
  - d. International Downtown Association Annual Conference
  - e. Colorado Preservation Inc. Annual Conference
  - f. DCI Annual Conference
  - g. One Main Street Webinar conducted by DOLA or other approved organization
  - h. Colorado Brownfields Foundation Annual Conference
  - i. Economic Development Council of Colorado Spring or Fall Conference
  - j. Historic Preservation Commission Training

Program staff are required to attend at least three of the continuing education opportunities above. Other industry options for continuing education will be considered but must receive approval by DOLA to meet the requirement prior to attendance. Registration fees for one program representative to attend DCI's Downtown Institutes and Annual Conference are included in the program's annual fee payment.

7. In the event that on-site services are requested, the community must have at least sixty percent (60%) of persons designated to participate in the event committed to attend at least 48 hours before the scheduled event. DOLA reserves the right to cancel said on-site service if this requirement is not met.
8. Assist in local arrangements during on-site and public relations visits to the

Memorandum of Agreement for Participation in the Colorado Department of  
Local Affairs' Main Street Program

community, as requested by DOLA.

9. Provide DOLA with one (1) copy of any materials and/or publications relating to the community's Candidate Program. Materials may include board meeting minutes, approved budgets, local training flyers, newsletters, and promotional materials, etc. These items should be submitted at quarterly manager meetings.
10. Present an annual "State of Main Street" report to the local elected body. Submit report to DOLA.
11. Acknowledge being an official Colorado Main Street Candidate Community.
12. Maintain current Colorado Main Street membership with DCI by rendering annual payments of \$1000.

C. DCI Agrees to:

1. Create a Colorado Main Street membership category that allows for one free registration to all Downtown Institutes and the Annual Conference.
2. Participate in the Main Street selection process as Advisory Committee members.

E. Other conditions:

1. The term of this Agreement shall be for one year, beginning \_\_\_\_\_ and ending December 31, 2012. It may be extended or revised only with the approval of the DOLA Main Street Coordinator, the President of the Board of the Local Program and the Mayor of the Community.
2. Notwithstanding any other provisions of this Agreement, if funds anticipated for continued fulfillment, at the time of the Agreement are, at any time, not forthcoming or insufficient, then DOLA shall have the right to amend or terminate this Agreement without penalty by giving the community not less than sixty (60) days written notice.
3. If the Community fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the community violates any terms of this Agreement, DOLA shall have the right to terminate this Agreement and withhold further services by giving the community not less than sixty (60) days written notice.

## II. Compensation

- A. DCI will receive no payment from DOLA for services related to this agreement.

Memorandum of Agreement for Participation in the Colorado Department of  
Local Affairs' Main Street Program

B. The Community is not required to pay DOLA for services related to this agreement.

C. DCI is a 501(c) 3 Colorado nonprofit corporation. Tax I.D. number is 74-2236813. Please make all checks payable to "Downtown Colorado, Inc.' or `DCI' and write ` Main Street Agreement' in the memo section.

**III. Representations and Warranties**

All parties to this agreement represent and warrant (i) that they have no obligations, legal or otherwise, inconsistent with the terms of this Agreement, (ii) that the performance of the services called for by this Agreement does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that the parties will not use in the performance of responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that neither party has entered into nor will enter into any agreement (whether oral or written) in conflict with this Agreement.

**IV. Entire Agreement and Notice**

This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of all parties. Any notice given under this Agreement will be sufficient if it is in writing and if sent by certified or registered mail.

**V. Compliance with Law**

In connection with his/her services rendered hereunder, all parties agree to abide by all federal, state, and local laws, ordinances and regulations.

**VI. Governing Law**

This Agreement will be construed in accordance with, and all actions arising hereunder will be governed by, the laws of the State of Colorado.

BY: \_\_\_\_\_  
Chief Elected Official's Signature Date

\_\_\_\_\_  
Print Name Community

BY: \_\_\_\_\_  
Executive Director Date

\_\_\_\_\_  
Print Name DCI

Memorandum of Agreement for Participation in the Colorado Department of  
Local Affairs' Main Street Program

BY: \_\_\_\_\_  
Representative \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Print Name \_\_\_\_\_ DOLA \_\_\_\_\_



**To:** Mayor and City Council; John Hier, City Manager

**From:** Lisa Cain, City Clerk

**Date:** Thursday, December 29, 2011

**Subject:** Rescheduling June 20, 2012 and July 4, 2012 regular meetings

---

In most years, the Colorado Municipal League Conference takes place during a week in June that does not conflict with Council's regular meeting schedule. In 2012, however, the conference is scheduled for June 19-22, and this conflicts with Council's regular meeting scheduled for June 20, 2012.

Also in 2012, the Independence Day holiday will be on Wednesday, July 4, which is the first Wednesday in July. This conflicts with Council's regular meeting scheduled for that day.

In previous years when conflicts such as this occurred, Council rescheduled these meetings to take place the third Monday in June and the first Monday in July. Therefore, staff recommends rescheduling meetings as follows:

Monday, June 18, 2012 (instead of Wednesday, June 20, 2012)

Monday, July 2, 2012 (instead of Wednesday, July 4, 2012)

# Manager's Report

*December 28, 2011*

We have turned the corner and are welcoming 2012. I hope that all employees and our elected officials had a great holiday season. It always seems that about January 1<sup>st</sup>, our work load begins to increase and I expect this year will be no different. My report on current activities is as follows:

## Water Plant Issues

Water Plant and related issues will likely dominate the discussions in 2012. We are moving forward with revised design plans in an effort to reduce the construction costs of a new Water Treatment Plant.

Additionally, the City has a pending loan application on file with the State of Colorado Water and Waste Water Revolving Loan Fund.

It is very likely, that if the City wishes to move forward with plant construction in 2012, that a low interest loan will be available by midyear.

Financing such a loan will be a difficult task and we will be discussing possible alternatives at the January 18<sup>th</sup> City Council work session.

## Rifle Creek Museum

Recently the museum and thrift shop were burglarized. Some damage was caused to contents, but no major theft occurred. The rear door to the building was broken, and I did authorize repairs (the City owns the building).

Also, the alarm system was damaged. However, museum director Kim Fazzi has been able to secure donation of a new alarm system by a local provider.



## Senior Center

Recently, the Rifle Senior Center received a \$50,000 donation. The monies have been placed into a special fund for Senior Center improvements, and Marie George plans to use a portion of it to purchase a new oven and meat slicer.

## Personnel

At the Senior Center, Cindy Elliott was promoted from Kitchen Helper to Assistant Cook after Sylvia Antonelli resigned. A new Kitchen Helper Socorro Flores was hired and will begin work January 3<sup>rd</sup>.

Recently, Rifle Police Department incurred a vacancy when Officer Jose Valadez resigned to accept a position elsewhere. We have advertised that position as well as the Administrative position approved by the City Council for 2012.

Officer Aimee Wride has been selected for the Administrative position and Officer Carlos Cornejo has been selected to fill the vacancy created when Jose Valadez left. Both individuals will begin their employment on January 1<sup>st</sup> 2012.

## Visitor Improvement Fund Advisory Board Advertising Budget

I have begun work on a contract with the Rifle Area Chamber of Commerce to create and manage our advertising program for the Visitor Improvement Fund 2012 budget. I expect to

present this contract to the City Council on the January 18<sup>th</sup> meeting for consideration.

### **New Ute Theatre**

Evaluation of the Ute Theatre for electrical, plumbing, mechanical, and structural needs has begun.

Kaup Engineering (Glenwood Springs) is conducting the structural evaluation while Bighorn Consulting Engineers (Grand Junction) is completing the work for electrical, plumbing, and mechanical work.

Following completion of these tasks, it should be much easier to develop a budget estimate for the theatre's renovation.



### **West 2<sup>nd</sup> Street Reconstruction**

As Council may be aware, the City developed plans for reconstruction of West 2<sup>nd</sup> Street (Railroad Avenue to West Avenue), in conjunction with redevelopment of the Rifle Creek Plaza (former Valley Lumber site). Those plans are complete and I am hopeful we can bid that project early in 2012 so that it can be completed in conjunction with the landscaping of the Rifle Creek Plaza.

### **Rifle Pond Dike Repairs**

Boulders have been delivered to the Rifle Pond site and planning has begun regarding the best method to stabilize the dike.

City Engineer Rick Barth is in charge of this project. It will be important to complete it

during low winter river flows and certainly prior to spring run-off.

### **Annual Reports**

All City staff are working on their annual reports which must be completed by January 16<sup>th</sup>. We will bind them and deliver them to Council prior to the State of the City address which occurs at the Rifle Area Chamber of Commerce annual meeting in February.

### **Budgets**

The Finance Department will be preparing printed and bound copies for the 2012 budget in the next several weeks. We will distribute them to the City Council as soon as they are available.

Please call me if you have any questions concerning this report. The staff and I look forward to beginning the work of 2012 with you next week.

Sincerely Yours,

John Hier

**TO:** City Council; Mr. John Hier, City Manager  
**FROM:** Rick Barth, City Engineer  
**CC:** Dick Deussen  
**DATE:** 12/27/11

**Re:** Intake and Dike repairs update

This is just to follow up with our progress on the necessary intake repairs that were discussed in November. At that time, you approved the transfer of monies to purchase large diameter rock. Below are updates on various elements to get this job off the ground. The only potential hang up I see at this point is the third bullet item. All other items are progressing nicely and are not anticipated to cause any delay.

- We are nearing a contract with the consultant AquaTerra Services, LLC, a respected riverine hydraulic professional in this valley. Costs are set with a maximum that is below our limit for RFP since we have such a tight budget. Contract is expected to be finalized in early January.
- The Corps of Engineers have been notified and quite helpful in coordinating efforts between us, LaFarge and United, all of whom have repairs to do on this stretch of the river. We have been instructed to provide an “emergency permit”, which will be in by the end of the year and should take about three weeks to review.
- Mr. Bill Bailey has thus far not been too receptive to allowing us access through his property to get down to the river to clear out the intake area. A letter requesting access and offering indemnification only has been sent to Mr. Bailey via his contacts through United as Mr. Bailey is in Mexico. Jim Neu is also aware of the situation.
- It is anticipated that construction will commence no later than early February with AquaTerra as primary construction manager using our crews and a mix of rental and owned equipment.
- Of the \$40,000 you approved for the purchase of rock, we have spent \$30,000 at this time, keeping a little in reserve to acquire more rock as needed once construction begins. The reality is we simply do not have enough resources to be the rock we need to fully do the job, but we have a good start and I need to keep monies in reserve to pay to place the material.
- A Colorado River District grant is available and will be applied for in January to help offset some of the costs. It is possible this grant could provide \$30,000 to \$40,000 and review of the grants is scheduled for February. Mike Braaten has reviewed the draft for good measure.