



# Town of Rangely

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*Town Council Packet*  
*February 9, 2016 @ 7:00pm*



**Renowned Groundhog Punxsutawney Phil Does Not See Shadow, Predicts Early Spring!!!!!!**

**Work Session – Elyse Ackerman, DOLA 6:20pm**

# 1 – Agenda



# Town of Rangely

February 9, 2016 - 7:00pm

## Agenda

Rangely Board of Trustees (Town Council)

FRANK HUITT, MAYOR

JOSEPH NIELSEN, MAYOR PRO TEM

LISA HATCH, TRUSTEE

ANDREW SHAFFER, TRUSTEE

DAN EDDY, TRUSTEE

ANN BRADY, TRUSTEE

KRISTIN STEELE, TRUSTEE

**1. Call to Order**

**2. Roll Call**

**3. Invocation**

**4. Pledge of Allegiance**

**5. Minutes of Meeting**

*a. Approval of the minutes of the January 26, 2016 meeting.*

**6. Petitions and Public Input**

**7. Changes to the Agenda**

**8. Public Hearings - 7:15pm**

**9. Committee/Board Meetings**

**10. Supervisor Reports – See Attached**

*a. Vincent Wilczek, Police Chief*

**11. Reports from Officers – Town Manager Update**

**12. New Business**

*a. Discussion and action to approve the January 2016 check register.*

*b. Discussion and action to approve the Liquor License renewal for Kum & Go*

*c. Discussion and action to approve a Consulting Agreement is made this 9th day of February, 2016, between the Board of County Commissioners of Rio Blanco County, Colorado (herein referred to as "County"), having its principal place of business at 200 Main Street, Suite 100, Meeker, Colorado, 81641; the Board of Trustees of the Town of Rangely (herein referred to as "Town"), having its principal place of business at 209 E. Main Street, Rangely, CO 81648; and Better City, LLC (referred to as "Consultant"), having its principal place of business at 1100 Country Hills Dr., Suite 300, Ogden, UT 84403. **The total amount to be paid to Consultant pursuant to this Agreement shall not exceed one hundred thousand dollars (\$100,000.00). Consultant shall be paid in accordance with the fee schedule set forth on the attached Exhibit "B", incorporated herein by this reference. (AGREEMENT ATTACHED w/ EXHIBIT "B")***

### **13. Informational Items**

- a. CML Annual Meeting – June 21<sup>st</sup> – 24<sup>th</sup>, 2016 – Please notify us of your intent to attend to take advantage of early registration.*
- b. Bennet, Gardner Introduce Amendment to Return Mineral Lease Revenues to Northwest Colorado Counties*

### **14. Scheduled Announcements**

- a. Rangely District Library regular meeting February 8, 2016 at 5:00pm.*
- b. Rangely Junior College District Board meeting is scheduled for February 8, 2016 at 12:00pm.*
- c. Western Rio Blanco Park & Recreation District meeting February 8, 2016 at 7:00pm.*
- d. Rural Fire Protection District board meeting is scheduled for February 15, 2016 at 7:00pm.*
- e. Rangely School District board meeting is scheduled for February 16, 2016 at 6:15pm.*
- f. Rio Blanco County Commissioners meeting is scheduled for February 16, 2016 at 11:00am.*
- g. Rangely Chamber of Commerce board meeting is scheduled for February 18, 2016 at 12:00pm.*
- h. Community Networking Committee meeting is scheduled for February 23, 2016 at 12:00pm.*
- i. Rio Blanco Water Conservancy District board meeting is February 24, 2016 at 7:00pm.*
- j. Rangely District Hospital board meeting is scheduled for February 25, 2016 at 6:00pm.*

### **15. Adjournment**

5 – Minutes



# Town of Rangely

January 26, 2016 - 7:00pm

## Agenda

*Rangely Board of Trustees (Town Council)*

FRANK HUITT, MAYOR

JOSEPH NIELSEN, MAYOR PRO TEM

LISA HATCH, TRUSTEE

ANDREW SHAFFER, TRUSTEE

DAN EDDY, TRUSTEE

ANN BRADY, TRUSTEE

KRISTIN STEELE, TRUSTEE

1. **Call to Order** Call to order 7:00 pm
2. **Roll Call** Frank Huitt, Joseph Nielsen, Dan Eddy, Lisa Hatch, Kristin Steele present, Ann Brady & Andrew Shaffer absent
3. **Invocation** Lisa Hatch lead the Invocation
4. **Pledge of Allegiance** Peter Brixius lead the Pledge of Allegiance  
Frank Huitt noted that we have a few of the candidates running for Town Trustee in attendance and he wanted to welcome everyone and note that this should not be a long meeting.
5. **Minutes of Meeting**
  - a. *Approval of the minutes of the January 12, 2016 meeting.* Motion to approve the minutes of January 12, 2016 by Joseph Nielsen, seconded by Dan Eddy, motion passed
6. **Petitions and Public Input** - Elizabeth Robinson updated the Town on the most recent happenings with "The Tank". It was almost three years ago when Lois and her husband Dick came to the Town council talking about the Kick-Startier Fund Raiser they were going to do for the tank. Frank & Elaine joined Lois and others the very next day which is when Beth also met them. You all know that they have done a ton of work, gotten their CO and opened up the tank to the community. They are poised to take their plans to programming. I wanted to give the council a heads up they are going forward with the second Kick-Startier Fund Raising effort coming up next month and would love to see even more engagement of the community than they had in the first stage. They are also planning a grand opening event in the middle of June. Beth has talking with them about their Kick-Startier and grand opening event and has been trying to encourage them to create some of the Kick-Startier events to draw people in from other communities and take advantage of that grand opening celebration. So I think that this would be a good opportunity for us to try and see what would draw a lot of people from other communities. Beth knows that they have contacted some of the Town Council and Administration and that will be something that will be going on in the next month. Beth believes that this would be a great opportunity for Rangely to participate and try to influence people to participate in this unique and unusual feature that we have found ourselves with. Frank thanked Beth for the update.

**7. Changes to the Agenda** No changes to the action items but there is one addition to the quote for a snow plow to be added to one the Utility Trucks slated for approval.

**8. Public Hearings - 7:15pm**

**9. Committee/Board Meetings**

**10. Supervisor Reports – See Attached**

a. Kelli Neiberger – Kelli updated the council on the process of quoting (3) ¾ ton 4X4 Utility truck purchase - one to each department (*gas, utilities and public works*). The gas department hired a new employee, Jon Willis. For a while he will be completing a lot of training in the next few months. It takes a few months for operators in the Gas department to have all of the training required. Kelli believes that we have made a good choice and he will move into the call out rotation after he completes the training. It is nice to have employee's that can complete all of the tasks, instead of them being specific to one task. Each gas department employee has specific safety training that has to be completed that is specific to that department. We are also completing Town wide training in a variety of topics that are to increase safety awareness and also to help reduce or provide cost savings to our Worker's Comp and Property Casualty insurance. Kelli is preparing the annual reporting that is required by the PUC and DOT. Periodic meter changes will begin, the meters that come in from the previous year are the ones we test this year and then will go back out in the next year which are rotated back into service. Snow removal has been ongoing this year, Frank asked if there are any questions and thanked her.

**11. Reports from Officers – Town Manager Update** - Peter updated the council on Don Reed and Michael Dillion plans to implement the backflow prevention and cross connection program for commercial accounts in the next few weeks. We are also talking with some of the local plumbing contractors on required certifications that they would need to complete the annual inspections and improvements in the upcoming year. The CML legislative workshop information will occur in the next month, it would be great if any of the council is interested to let us know so we can get the early bird discounts. Lisa Hatch has attended in the past, along with Ann Brady. Governor Hickenlooper will be in attendance talking about court and community issues along with various legislative issues. Peter also provided meeting details for a community meeting in Craig sponsored by Tri-State in support of ColoWyo and Trapper Mines. The workshop concerns the environmental assessment (EA) for Colowyo Mine Project which is available for public comment. Peter attended one of their meetings this past year which was to address the ongoing threats to the mine. This meeting he feels is a continuation of that threat to the mine, their community, the employee's and the impact that will have on Craig if they do not get their EA approved. Anyone who would like to attend the information is available. Should the IGA be

approved tonight we will look for contract approval to be shared by the Town and County presented in the first meeting in February. That contract is being prepared by Katelin Cook and the Rio Blanco County Attorney which covers our contract arrangement with Better City. Once received we will review before approval by the Council. Late last week we had two members of the Colorado Housing Finance Authority in Town to discuss some of the College housing strategies proposed in the Better City strategy plan. The representatives were very excited about the strategies and were going to also visit with their contacts at CNCC while on their trip. They might have some funding options to help finance aspects of the project. We are just now starting and submitting another grant application with the Colorado River District in conjunction with the Raw Water Users to try and offset some of the costs associated with infrastructure cost this year and next. It is a small grant of \$8,400 for a project of \$26,000. We are also coordinating with the community garden to help with the flowers that we put out each year, we hope this will help with keeping our costs down and help with the esthetics each year. Beth Wiley also proposed some interesting landscaping ideas in different areas of town that could create some really nice aesthetics and provide for cover year after year. We are working on our web site and looking to go live with our new Website March 1, 2016 hosted by the Colorado State Internet Portal Authority (SIPA). We have been transitioning content from the old site to the new which requires a fair amount of content clean up and we plan to improve and add content to improve the functionality of the site. The new website will be hosted for free with the SIPA so there will be some savings realized, we have a lot of content and information support with the authority. We should see some navigation improvements with the new site and the clerk's office should be able to update easier and be much more informative. We are waiting for scheduling for the phase III water treatment plant hearing with the state which is a 1.2 million dollar project and a \$600,000 grant proposal which should be happening soon. Frank asked if there were any questions.

## **12. New Business**

- a. *Discussion and action to approve the preliminary December 2015 financial summary.* Motion to approve the preliminary financial summary for December 2015 made by Lisa Hatch, seconded by Dan Eddy, motion passed
- b. *Discussion and action to ratify phone poll approving the Intergovernmental Agreement (IGA) between the Town of Rangely and Rio Blanco County, providing for the responsibilities and cost sharing of the Consultant to develop the economic strategies detailed in Exhibit A of the IGA.* Lisa Hatch commented that we need to support this IGA so we need to do something for our community, the cost sharing and savings that we will have is a unique opportunity

Motion to ratify the phone poll approving the IGA between the Town of Rangely and Rio Blanco County for sharing responsibilities and cost of the consultant to develop the economic strategies detailed in Exhibit A of the IGA made by Lisa Hatch, seconded by Joe Nielsen, motion passed

c. *Discussion and action to approve acquisition of three (3) Utility Vehicles for the Gas, Utility and Public Works department.* Kelli Neiberger and Don Reed presented the bids. Bids were solicited from several dealers. Some of the vendors solicited responded and some didn't and there is a spreadsheet detailing responsive bids returned. After they bids were discussed by all the departments, Perkins Dodge from Colorado Springs was the lowest from all of the bidders by a significant amount by approximately \$2,000 per vehicle and whom we would recommend. We have a good working relationship with them. If we award based only on price we will have hard not accepting their bid because they deal heavily in fleet vehicles which probably explains why they came in so much lower than the other bidders. Northwest Auto from Meeker submitted a bid but it was \$4,400 over the lowest bid per vehicle. We did not solicit for a certain brand of utility vehicle, but everyone received the same specifications. Lisa asked if the vehicles were all bid by certain criteria, Kelly and Don responded that they all received the same set of specifications to bid on. Kristin asked how much we budgeted for each vehicle for the purchase. Peter responded that we had budgeted 34,000 for each vehicle. Kristin asked if it would really be a cost savings to award Northwest Auto because of the cost of delivery that we may incur from Perkins because of the distance from Rangely. Don and Kelli responded that many times Perkins will deliver or try and make arrangements to meet so the delivery cost is minimized. Kelli tried to make sure that we gave our local vendor a shot at the purchase and gave Northwest Auto as much information as possible. Frank would like to go with local vendors but when we are managing the dollars and the difference is \$4,400 per truck that adds up, we have to be conservative in what we spend as well. Don would like to add a snow plow to one of the trucks, Dan said that when the snow plow is added to the truck are the specifications to that truck make sure that it will have heavier springs. Don felt that if they had a plow they could help with snow removal. The cost is \$5,300 over the truck purchase cost. Perkins just deals with a large quantity of the different types of vehicles, so they are often very good with making sure that the vehicle is equipped correctly to handle the type of equipment installed. The consensus was to recommend Perkins dodge -

Motion to approve the acquisition of (3) Utility Vehicles from Perkins dodge as detailed in the bid with the addition of a snow plow to one of the vehicles for \$5,300 made by Joe Nielsen, seconded by Dan Eddy, motion passed

**13. Informational Items**

- a. Crab Crack February 6, 2016 CNCC Weiss Colorado Room @ 6:30 pm

**14. Scheduled Announcements**

- a. Rangely School District board meeting is scheduled for January 19, 2016 at 6:15pm.
- b. Rangely District Library regular meeting January 11, 2016 at 5:00pm.
- c. Rangely District Hospital board meeting is scheduled for January 28, 2016 at 6:00pm.
- d. Rural Fire Protection District board meeting is scheduled for January 18, 2016 at 7:00pm.
- e. Western Rio Blanco Park & Recreation District meeting January 11, 2016 at 7:00pm.
- f. Rio Blanco Water Conservancy District board meeting is January 27, 2016 at 7:00pm.
- g. Rangely Chamber of Commerce board meeting is scheduled for January 21, 2016 at 12:00pm.
- h. Rangely Junior College District Board meeting is scheduled for January 11, 2016 at 12:00pm.
- i. Community Networking Committee meeting is scheduled for January 24, 2016 at 12:00pm.
- j. Rio Blanco County Commissioners meeting is scheduled for January 18, 2016 at 11:00am.

**15. Adjournment** - Lisa Hatch commented that she went to the legislative meetings and would be doing an update for the community networking meeting in February, but would be willing to give an update to anyone who is interested.

Meeting adjourned at 7:30pm

ATTEST:

RANGELY TOWN COUNCIL

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Lisa Piering, Clerk/Treasurer

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Frank Huitt, Mayor

# 8 – Public Hearings

# 9 – Committee/Board Meetings

# 10 – Supervisor Reports



### **POLICE DEPARTMENT – SUBMITTED BY CHIEF VINCE WILCZEK**

#### **Project status/Current Issues:**

##### **Communication Division**

- **910** calls for service though communication center
- **49** calls for 9-1-1 services
- **6** misdialed 9-1-1 calls

##### **Patrol Division:**

- **170** Incident calls for various crimes occurring or occurred
- **18**-Cases                      **70**-Traffic contacts                      **82**- Incidents
- Responded to **6** alarms
- **2** Animal control calls for service, Barking complaints, RAL, and/or assist
- **18** Calls for service to assist other agencies, **9**-ambulance, **0**- fire, **2**-sheriff, and **7**-other.
- **CITIZEN'S ASSIST- 56**- Incidents for, vin inspections, finger prints and others
- **PROPERTY CRIMES 7**- Theft from building, possession/receiving stolen property ,fraud, misc. thefts, lost/found property, missing person, vandalism
- **CRIMES AGAINST PERSON 11** - Disturbances/Disorderly, Domestic violence, Harassment, Suspicious person complaints and 3- Warrant arrest.
- **JUVENILE: 1**- Summons 1-possession alcohol,
- **ARREST- 22** - **9** were booked into the County Jail.
- **Traffic Contacts 70**-traffic contacts, **16**-Citations issued **44**-warnings, **6**-Accidents, **4**- DUI, **0**- parking violations.

##### **Personnel Issues:**

- **NONE**

##### **Notable issues:**

- We had three cases with possession of controlled substance. One case where an Officer was kicked in the chest, knocking off his body camera. Two cases where suspects resisted arrest.
- Two Deaths, one suicide, one natural cause.

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### **GAS DEPARTMENT – SUBMITTED BY KELLI NEIBERGER**

#### **Project status/Current Issues:**

- Get reads off large meters, go over reports and meter proof, make corrections, final meter proof
- Gas usages and rate for January
- Weekly charts, pressures, odorant check
- Non-payment shut-offs (9)
- Call schedule for February – finalize
- Quarterly Patrol of Distribution System
- Periodic Meter Changes – begin to deliver notices and to change out meters by appointment
- Meter Testing – test meters that have come into the shop during the year for accuracy

- Annual Summaries – locates, leak calls, customer calls/complaints, carbon monoxide calls
- Prepare for annual reports
- Gas Department annual inventory
- Equipment calibration
- Operator Qualification Training for Jon Willis – includes videos, written tests, procedures and hands-on training
- All Gas Dept. employees began training to stay current on Operator Qualification – we have 11 topics to requalify on this year
- Winterize vehicles and equipment
- Take down and store Christmas Decorations from light poles
- Average low temperature December
- Snow removal at White River Village, Town Hall, Town Duplexes and Gas Shop as necessary

#### **Personnel Issues/Events:**

- We have hired Jon Willis as our new employee for the Gas Department. He replaces Michael Dillon, who is now working full time with the Utilities Department.

#### **Notable Issues/Events:**

- Safety Committee Meeting
- Town Employee Training – We completed two of these in January
- Bid process for 3 – ¼ Ton trucks with Utility beds to be purchased by Town. Perkins Dodge out of Colorado Springs was awarded the bid

## **Water/Wastewater – Submitted by Donald Reed**

#### **Project status/Current Issues:**

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

- Reviewed new sampling schedule for 2016 no additional sampling required.
- Took Micro-Chlor brine tank down for semi-annual cleaning, trained staff on procedures for this, also went through softening system for Fluoride and Micro-Chlor systems. .
- The final two remaining items under warranty for phase II have been completed; Roto-Tork was out and rebuilt both valves that were leaking last week. We will monitor them for the next few weeks. Last item is the pipe gallery heater we have requested that a mother board be sent and we will have Ducey install it, this item should not be billed to us.
- Backflow/Cross connection Brochure and letter have been finalized and approved; they will be mailed out the first week of February 2016. Commercial surveys will get underway in the next few weeks.
- During the month there were several discussions and webinars regarding the towns GIS system, Mike Dillon was sent to the Southwest User Conference in Phoenix that was very informative in getting us up to speed with what we want to be able to do with a GIS system. A proposal has been sent to the town and is currently under review by admin.
- The plant has been experiencing some problems with the Fluoride continuous analyzer as far as the values that are being reported, we've spoken with Hach on this matter, and they will be out for the bi-annual service contract on Feb. 11 they will be taking a look at it analyzer and its performance.
- All other Systems are operating in the normal parameters

##### **Wastewater Plant**

- Spoke with Andrew Poirot from CDPHE and State has closed the file on last WWTP inspection. There will be a follow up visit sometime and we will be notified as to when.
- The Heating system at the headworks building at WWTP has been corrected and heating tape was installed on the influent air intake vent in hopes of correcting the system during extreme cold weather.
- Still in progress on up-grading all SOP (standard operating procedures) for operators and labs.
- UV system is operating but is becoming a higher maintenance item and is requiring a lot more time on upkeep.
- State compliance reports sent with no violations.

- January 2016 operating information
  - BOD 3.98 mg/L
  - TSS <5.0 mg/L
  - TDS River Intake 526 mg/L
  - TDS WWTP Effluent 640 mg/L
  - Ammonia Nitrogen 10.7 mg/L
  - E. Coli 400 colonies/100ml

**Utility Department Activities:**

- 7 Work orders Meters
- Water sampling
- Completed SOP for on call duties for operators.
- Continued training with WTP and WWTP all operators
- Sodium Hypo-Chlorite generator training Brine system and Softeners systems.
- Painting of bathroom area.
- Trained on Lab procedures for WWTP 5 day/Bod and Ecoli
- Daily facility meter reads, facility checks, water/wastewater sampling and analysis, daily reports, and equipment checks
- Calibrate WTP process control analyzer

**Personnel issues:**

- None for this period, note that extensive training is taking place

**Notable Issues/events:**

- None

## Public Works – Submitted by Jeff LeBleu

**Project status/Current Issues:**

- None

**Crew Activities:**

- Vehicle and equipment maintenance
- Utility locates
- Plow snow, sand streets, snow removal
- Chip ice in gutters
- Minor repairs at white River Village

**Personnel issues:**

- Derek Stolworthy handed in a letter of resignation, his last day will be February 28, 2016. His wife is employed in Albuquerque, NM so he will be moving.

**Notable Issues/events:**

- None.

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## White River Village/Animal Shelter/Liquor/Code – Submitted by Vicky Pfennig

### **White River Village**

- Apartment 6 is being cleaned and painted

### **Liquor Licensing**

- Renewal of Liquor License for Kum and Go

### **Code enforcement**

- One court case pending for illegal parking of vehicles
- 2 court cases continued for code violations

### **Animal Shelter**

- 5 barking dog complaints
- 6 dogs impounded running at large
- 8 dogs adopted
- 3 dogs relinquished by owners Residents of Rangely

# 11 – Reports from Officers

# 12 – New Business

## Report Criteria:

Report type: Summary

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account Title	Amount
01/16	01/15/2016	75037	AFLAC	AFLAC PAYABLE	362.49
			Total AFLAC:		362.49
01/16	01/15/2016	75038	AGNC	DUES/CONTRIBUTIONS	2,500.00
			Total AGNC:		2,500.00
01/16	01/29/2016	75115	AIR LIQUIDE AMERICA SPECIALTY GASS LLC	PROFESSIONAL/TECHNICAL SERVIC	39.06
			Total AIR LIQUIDE AMERICA SPECIALTY GASS LLC:		39.06
01/16	01/15/2016	75039	AIRGAS USA, LLC.	DEPARTMENTAL MATERIALS/EXPEN	215.30
			Total AIRGAS USA, LLC.:		215.30
01/16	01/29/2016	75116	ALERT/SAM	TRAINING/PROF DEVELOPMENT	80.00
			Total ALERT/SAM:		80.00
01/16	01/29/2016	75117	ALL COPY PRODUCTS INC.	OFFICE SUPPLIES/EXPENSE	599.20
			Total ALL COPY PRODUCTS INC.:		599.20
01/16	01/15/2016	75040	AMERICAN ARBITRATION ASSOCIATION	CAPITAL IMPROVEMENTS	1,300.00
			Total AMERICAN ARBITRATION ASSOCIATION:		1,300.00
01/16	01/15/2016	75041	ANIMAL HEALTH & SANITARY SUPPLY	BUILDING MAINTENANCE	258.56
			Total ANIMAL HEALTH & SANITARY SUPPLY:		258.56
01/16	01/29/2016	75118	APCO INTERNATIONAL, INC.	TRAINING/PROF DEVELOPMENT	485.00
			Total APCO INTERNATIONAL, INC.:		485.00
01/16	01/15/2016	75042	APPLIED CONCEPTS, INC	CAPITAL OUTLAY	8,650.50
01/16	01/29/2016	75119	APPLIED CONCEPTS, INC	PROF/TECH SERVICES	155.00
			Total APPLIED CONCEPTS, INC:		8,805.50
01/16	01/15/2016	75043	AQUIONICS INC	SEWER MATERIALS/EXPENSE	189.72
			Total AQUIONICS INC:		189.72
01/16	01/15/2016	75044	ARAMARK	UNIFORMS	452.87
			Total ARAMARK:		452.87
01/16	01/15/2016	75045	BACK TO HEALTH CHIROPRACTIC OF RANGELY	PROFESSIONAL/TECHNICAL SERVIC	40.00
			Total BACK TO HEALTH CHIROPRACTIC OF RANGELY:		40.00
01/16	01/29/2016	75120	BOY-KO SUPPLY CO	BUILDING/GROUNDS MAINTENANCE	111.14

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account Title	Amount
			Total BOY-KO SUPPLY CO:		111.14
01/16	01/15/2016	75046	BRADY, ANN	MAYOR/COUNCIL	100.00
			Total BRADY, ANN:		100.00
01/16	01/29/2016	75121	CALIFORNIA CONTRACTORS SUPPLY	GAS MATERIALS/EXPENSE	119.99
			Total CALIFORNIA CONTRACTORS SUPPLY:		119.99
01/16	01/29/2016	75122	CALL MAX, INC	CHEMICALS/LABORATORY	6,730.85
			Total CALL MAX, INC:		6,730.85
01/16	01/15/2016	75047	CASELLE, INC.	PROF/TECH SERVICES	869.33
			Total CASELLE, INC.:		869.33
01/16	01/29/2016	75123	CEBT	VOLUNTARY/SUP LIFE INS PAYABLE	31,834.74
			Total CEBT:		31,834.74
01/16	01/29/2016	75124	CENTURYLINK	COMMUNICATIONS	2,683.90
			Total CENTURYLINK:		2,683.90
01/16	01/29/2016	75125	CHEVRON U.S.A. INC.	CONTINGENCY	36,325.44
			Total CHEVRON U.S.A. INC.:		36,325.44
01/16	01/15/2016	75048	CIRSA	PREPAID EXPENSES	20,166.85
01/16	01/29/2016	75126	CIRSA	PROPERTY/RISK INSURANCE	1,680.65
			Total CIRSA:		21,847.50
01/16	01/29/2016	75127	COLO DEPT OF HUMAN SVC BITF	COURT FINES PD	30.00
			Total COLO DEPT OF HUMAN SVC BITF:		30.00
01/16	01/15/2016	75049	COLORADO CPA SERVICES, P.C.	PROF/TECH SERVICES	337.50
			Total COLORADO CPA SERVICES, P.C.:		337.50
01/16	01/15/2016	75050	COLORADO MUNICIPAL LEAGUE	TRAVEL/MEETINGS	1,262.00
			Total COLORADO MUNICIPAL LEAGUE:		1,262.00
01/16	01/15/2016	75051	COLORADO RURAL WATER ASSN.	TRAINING/PROF DEVELOPMENT	275.00
			Total COLORADO RURAL WATER ASSN.:		275.00
01/16	01/29/2016	75128	COMMERCIAL SPECIALISTS, INC.	BUILDING MAINTENANCE	360.00
			Total COMMERCIAL SPECIALISTS, INC.:		360.00
01/16	01/15/2016	75052	DAN E. WILSON, ATTORNEY AT LAW LLC	PROF/TECH SERVICES	818.04

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account Title	Amount
Total DAN E. WILSON, ATTORNEY AT LAW LLC:					818.04
01/16	01/29/2016	8610	DILLON, MICHAEL	HEALTH DENTAL VISION INSURANCE	401.86
Total DILLON, MICHAEL:					401.86
01/16	01/29/2016	75129	DIRECTV	UTILITIES	343.50
Total DIRECTV:					343.50
01/16	01/15/2016	75053	DON'S DIRECTORY	OFFICE SUPPLIES/EXPENSE	65.10
Total DON'S DIRECTORY:					65.10
01/16	01/15/2016	75054	DUCEY'S ELECTRIC	BUILDING MAINTENANCE	58.00
01/16	01/29/2016	75130	DUCEY'S ELECTRIC	STREETS/DRAINAGE MATLS/EXPENS	939.00
Total DUCEY'S ELECTRIC:					997.00
01/16	01/15/2016	8568	EDDY, DAN	MAYOR/COUNCIL	100.00
Total EDDY, DAN:					100.00
01/16	01/29/2016	75131	ENDRESS+HAUSER, INC.	SEWER MATERIALS/EXPENSE	2,109.00
Total ENDRESS+HAUSER, INC.:					2,109.00
01/16	01/15/2016	75055	ENVIRONMENTAL SYS RESEARCH INS	TRAINING/PROF DEVELOPMENT	400.18
Total ENVIRONMENTAL SYS RESEARCH INS:					400.18
01/16	01/29/2016	75132	ESSENTIAL SAFETY PRODUCTS	SEWER MATERIALS/EXPENSE	452.58
Total ESSENTIAL SAFETY PRODUCTS:					452.58
01/16	01/15/2016	75056	EVOQUA WATER TECHNOLOGIES LLC	CHEMICALS/LABORATORY	171.85
Total EVOQUA WATER TECHNOLOGIES LLC:					171.85
01/16	01/12/2016	75034	FAMILY SUPPORT REGISTRY	MISC DEDUCTIONS PAYABLE	186.90
01/16	01/26/2016	75112	FAMILY SUPPORT REGISTRY	MISC DEDUCTIONS PAYABLE	186.90
Total FAMILY SUPPORT REGISTRY:					373.80
01/16	01/12/2016	75035	FIDELITY ADVISOR FUNDS	RETIREMENT PAYABLE	10,108.49
01/16	01/26/2016	75113	FIDELITY ADVISOR FUNDS	RETIREMENT PAYABLE	9,649.84
Total FIDELITY ADVISOR FUNDS:					19,758.33
01/16	01/29/2016	75133	FIRST BANKCARD	OFFICE SUPPLIES/EXPENSE	2,676.96
Total FIRST BANKCARD:					2,676.96
01/16	01/12/2016	75036	FPPA	FPPA D&D	195.49
01/16	01/26/2016	75114	FPPA	FPPA D&D	172.33

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account Title	Amount
			Total FPPA:		367.82
01/16	01/29/2016	75134	GALLS, AN ARAMARK COMPANY	UNIFORMS	164.19
			Total GALLS, AN ARAMARK COMPANY:		164.19
01/16	01/29/2016	75135	GET YOUR STITCH ON	UNIFORMS	168.00
			Total GET YOUR STITCH ON:		168.00
01/16	01/15/2016	75057	GOLLAHER, DARBY	UNIFORMS	44.99
			Total GOLLAHER, DARBY:		44.99
01/16	01/15/2016	75058	GOVERNMENT LEASING, LLC	UTILITIES	455.00
			Total GOVERNMENT LEASING, LLC:		455.00
01/16	01/15/2016	75059	GREAT AMERICA LEASING CORPORATION	PROF/TECH SERVICES	330.00
			Total GREAT AMERICA LEASING CORPORATION:		330.00
01/16	01/29/2016	75136	HACH	CHEMICALS/LABORATORY	1,533.96
			Total HACH:		1,533.96
01/16	01/15/2016	8569	HATCH, LISA	MAYOR/COUNCIL	100.00
			Total HATCH, LISA:		100.00
01/16	01/29/2016	75137	HF SCIENTIFIC, INC	MACHINERY OPERATIONS & MAINT	1,902.00
			Total HF SCIENTIFIC, INC:		1,902.00
01/16	01/15/2016	75060	HUITT, FRANK	MAYOR/COUNCIL	150.00
			Total HUITT, FRANK:		150.00
01/16	01/15/2016	75111	HURST CONSTRUCTION CO	CAPITAL IMPROVEMENTS	112,765.00
			Total HURST CONSTRUCTION CO:		112,765.00
01/16	01/29/2016	75138	INDUSTRIAL ELECTRIC MOTOR SVCE	MACHINERY OPERATIONS/MAINT	6,143.16
			Total INDUSTRIAL ELECTRIC MOTOR SVCE:		6,143.16
01/16	01/15/2016	75061	JJ'S AUTOMOTIVE LLC	VHCL/EQUIP OPER/MAINT	281.24
01/16	01/29/2016	75139	JJ'S AUTOMOTIVE LLC	VHCL/EQUIP OPER/MAINT	82.52
			Total JJ'S AUTOMOTIVE LLC:		363.76
01/16	01/15/2016	75062	JJ'S TIRE AND AUTOMOTIVE	VHCL/EQUIP OPER/MAINT	55.04
			Total JJ'S TIRE AND AUTOMOTIVE:		55.04
01/16	01/15/2016	75063	JSC, INC.	CAPITAL IMPROVEMENTS	1,100.00

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account Title	Amount
			Total JSC, INC.:		1,100.00
01/16	01/15/2016	75064	KANSAS STATE BANK	MACHINERY OPERATIONS & MAINT	14,700.50
			Total KANSAS STATE BANK:		14,700.50
01/16	01/29/2016	75140	L.A.W.S.	VHCL/EQUIP OPER/MAINT	201.98
			Total L.A.W.S.:		201.98
01/16	01/15/2016	75065	LACAL EQUIPMENT CO.	STREETS/DRAINAGE MATLS/EXPENS	703.20
			Total LACAL EQUIPMENT CO.:		703.20
01/16	01/15/2016	75066	LOWES	BUILDING MAINTENANCE	81.64
			Total LOWES:		81.64
01/16	01/15/2016	75067	MAIL SERVICES	PROF/TECH SERVICES	980.22
			Total MAIL SERVICES:		980.22
01/16	01/29/2016	75141	MANSFIELD PRINTING, INC.	BUILDING/GROUNDS MAINTENANCE	97.78
			Total MANSFIELD PRINTING, INC.:		97.78
01/16	01/15/2016	75068	MARTIN CONSTRUCTION CO.	CAPITAL IMPROVEMENTS	1,359.00
			Total MARTIN CONSTRUCTION CO.:		1,359.00
01/16	01/15/2016	75069	MASTER PETROLEUM CO., INC.	FUEL	1,824.00
			Total MASTER PETROLEUM CO., INC.:		1,824.00
01/16	01/15/2016	75070	MCCANDLESS TRUCK CENTER	MACHINERY OPERATIONS & MAINT	181.05
			Total MCCANDLESS TRUCK CENTER:		181.05
01/16	01/15/2016	75071	MESA COUNTY HEALTH DEPT REG LABORATORY	CHEMICALS/LABORATORY	40.00
			Total MESA COUNTY HEALTH DEPT REG LABORATORY:		40.00
01/16	01/15/2016	75072	MOON LAKE ELECTRIC ASSN.	UTILITIES	11,799.02
			Total MOON LAKE ELECTRIC ASSN.:		11,799.02
01/16	01/29/2016	75142	MOUNTAIN STATES PIPE & SUPPLY	GAS MATERIALS/EXPENSE	1,367.15
			Total MOUNTAIN STATES PIPE & SUPPLY:		1,367.15
01/16	01/15/2016	75073	MOUNTAIN WEST SECURITY LLC	BUILDING MAINTENANCE	319.40
			Total MOUNTAIN WEST SECURITY LLC:		319.40
01/16	01/15/2016	75074	MWI VETERINARY SUPPLY	VETERINARY EXPENSES	773.32

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account Title	Amount
Total MWI VETERINARY SUPPLY:					773.32
01/16	01/15/2016	75075	NATIONAL METER & AUTOMATION	DEPARTMENT MATERIALS/EXPENSE	9,432.55
Total NATIONAL METER & AUTOMATION:					9,432.55
01/16	01/15/2016	75076	NETWORKS UNLIMITED INC	COMPUTER PROCESSING	2,117.21
Total NETWORKS UNLIMITED INC:					2,117.21
01/16	01/29/2016	75143	NEUTRON INDUSTRIES	BUILDING MAINTENANCE	207.18
Total NEUTRON INDUSTRIES:					207.18
01/16	01/15/2016	75077	NICHOLS STORE	VETERINARY EXPENSES	14.95
01/16	01/29/2016	75144	NICHOLS STORE	OFFICE SUPPLIES/EXPENSE	31.50
Total NICHOLS STORE:					46.45
01/16	01/15/2016	8570	NIELSEN, JOSEPH	MAYOR/COUNCIL	100.00
Total NIELSEN, JOSEPH:					100.00
01/16	01/29/2016	8611	PIERING, LISA	HEALTH DENTAL VISION INSURANCE	169.00
01/16	01/29/2016	75145	PIERING, LISA	COMPUTER PROCESSING	40.00
Total PIERING, LISA:					209.00
01/16	01/15/2016	75078	PINNACOL ASSURANCE	PREPAID EXPENSES	195.00
01/16	01/29/2016	75146	PINNACOL ASSURANCE	PREPAID EXPENSES	3,505.00
Total PINNACOL ASSURANCE:					3,700.00
01/16	01/15/2016	75079	PIPELINE TESTING CONSORTIUM	PROF/TECH SERIVCES	1,750.00
01/16	01/29/2016	75147	PIPELINE TESTING CONSORTIUM	PROFESSIONAL/TECHNICAL SVCES	255.00
Total PIPELINE TESTING CONSORTIUM:					2,005.00
01/16	01/15/2016	75080	PITNEY BOWES INC	PROF/TECH SERIVCES	104.83
Total PITNEY BOWES INC:					104.83
01/16	01/15/2016	75081	PITNEY BOWES POSTAGE BY PHONE	OFFICE SUPPLIES/EXPENSE	2,010.00
Total PITNEY BOWES POSTAGE BY PHONE:					2,010.00
01/16	01/29/2016	75148	PLAZA REPROGRAPHICS & SUPPLY	CAPITAL OUTLAY	126.00
Total PLAZA REPROGRAPHICS & SUPPLY:					126.00
01/16	01/15/2016	75110	POST MASTER	OFFICE SUPPLIES/EXPENSE	249.25
01/16	01/29/2016	75149	POST MASTER	OFFICE SUPPLIES/EXPENSE	225.00
Total POST MASTER:					474.25
01/16	01/15/2016	75082	PRATER'S PLUMBING & HEATING	PROFESSIONAL/TECHNICAL SERVIC	594.38

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account Title	Amount
01/16	01/29/2016	75150	PRATER'S PLUMBING & HEATING	BUILDING/GROUNDS MAINTENANCE	498.00
Total PRATER'S PLUMBING & HEATING:					1,092.38
01/16	01/29/2016	75151	PROFESSIONAL TOUCH	VHCL/EQUIP OPER/MAINT	1,671.08
Total PROFESSIONAL TOUCH:					1,671.08
01/16	01/29/2016	75152	PUBLIC SAFETY CENTER, INC.	UNIFORMS	295.56
Total PUBLIC SAFETY CENTER, INC.:					295.56
01/16	01/15/2016	75083	QUILL CORPORATION	OFFICE SUPPLIES/EXPENSE	557.15
01/16	01/29/2016	75153	QUILL CORPORATION	OFFICE SUPPLIES/EXPENSE	1,183.16
Total QUILL CORPORATION:					1,740.31
01/16	01/15/2016	75084	RAIN RETAIL	COMPUTER PROCESSING	237.00
Total RAIN RETAIL:					237.00
01/16	01/15/2016	75109	RANGELY AREA CHAMBER	PROF/TECH SERVICES	600.00
Total RANGELY AREA CHAMBER:					600.00
01/16	01/15/2016	75085	RANGELY AUTO PARTS & SUPPLY	VHCL/EQUIP OPER/MAINT	1,270.13
01/16	01/29/2016	75154	RANGELY AUTO PARTS & SUPPLY	VHCL/EQUIP OPER/MAINT	494.18
Total RANGELY AUTO PARTS & SUPPLY:					1,764.31
01/16	01/29/2016	75155	RANGELY DISTRICT HOSPITAL	PROF/TECH SERVICES	150.00
Total RANGELY DISTRICT HOSPITAL:					150.00
01/16	01/15/2016	75086	RANGELY HARDWARE	BUILDING/GROUNDS MAINTENANCE	1,793.18
01/16	01/29/2016	75156	RANGELY HARDWARE	BUILDING MAINTENANCE	1,395.56
Total RANGELY HARDWARE:					3,188.74
01/16	01/15/2016	75087	RANGELY SCHOOL FOUNDATION, INC	FOUNDATION TRANSFER	13,594.74
Total RANGELY SCHOOL FOUNDATION, INC:					13,594.74
01/16	01/15/2016	75088	RANGELY TRASH SERVICE	BUILDING MAINTENANCE	797.36
Total RANGELY TRASH SERVICE:					797.36
01/16	01/15/2016	75089	RANGELY, TOWN OF	UTILITIES	7,606.01
Total RANGELY, TOWN OF:					7,606.01
01/16	01/29/2016	75157	RIO BLANCO COUNTY	FUEL	29.44
Total RIO BLANCO COUNTY:					29.44
01/16	01/15/2016	75090	RIO BLANCO COUNTY SHERIFFS DEPT	PROFESSIONAL/TECHNICAL SVCES	35.00

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account Title	Amount
			Total RIO BLANCO COUNTY SHERIFFS DEPT:		35.00
01/16	01/15/2016	75091	RIO BLANCO HERALD TIMES	ELECTIONS	535.52
			Total RIO BLANCO HERALD TIMES:		535.52
01/16	01/15/2016	75092	SCHMEUSER GORDON MEYER, INC.	CAPITAL IMPROVEMENTS	3,306.25
			Total SCHMEUSER GORDON MEYER, INC.:		3,306.25
01/16	01/15/2016	75093	SENERGY BUILDERS, LLC.	HOUSING MANAGEMENT EXPENSE	4,964.70
			Total SENERGY BUILDERS, LLC.:		4,964.70
01/16	01/29/2016	75158	SGS ACCUTEST INC.	CHEMICALS/LABORATORY	228.50
			Total SGS ACCUTEST INC.:		228.50
01/16	01/15/2016	8571	SHAFFER, ANDREW	MAYOR/COUNCIL	100.00
			Total SHAFFER, ANDREW:		100.00
01/16	01/15/2016	75094	SIMPLY COMPUTER SOFTWARE, INC.	COMPUTER PROCESSING	427.00
			Total SIMPLY COMPUTER SOFTWARE, INC.:		427.00
01/16	01/29/2016	75159	SMITH, MICHELLE	ANIMALS SURCHARGE	50.00
			Total SMITH, MICHELLE:		50.00
01/16	01/29/2016	75160	SOUND MARKETING, INC.	UTILITIES	327.21
			Total SOUND MARKETING, INC.:		327.21
01/16	01/29/2016	75161	STANDARD INSURANCE COMPANY RC	VOLUNTARY/SUP LIFE INS PAYABLE	615.98
			Total STANDARD INSURANCE COMPANY RC:		615.98
01/16	01/15/2016	8572	STEELE, KRISTIN	MAYOR/COUNCIL	100.00
			Total STEELE, KRISTIN:		100.00
01/16	01/15/2016	75095	STEWART WELDING & MACHINE, INC	MACHINERY OPERATIONS & MAINT	18.76
			Total STEWART WELDING & MACHINE, INC:		18.76
01/16	01/15/2016	75096	STRATA NETWORKS	COMMUNICATIONS	500.00
			Total STRATA NETWORKS:		500.00
01/16	01/15/2016	75097	SUMMIT ENERGY, LLC	NATURAL GAS PURCHASES	102,571.46
			Total SUMMIT ENERGY, LLC:		102,571.46
01/16	01/29/2016	75162	SUMMIT SEALANTS, INC.	MISCELLANEOUS INCOME	100.00

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account Title	Amount
			Total SUMMIT SEALANTS, INC.:		100.00
01/16	01/15/2016	75098	TRANSUNION RISK & ALTERNATIVE	PROF/TECH SERVICES	46.25
			Total TRANSUNION RISK & ALTERNATIVE:		46.25
01/16	01/15/2016	75099	UNCC	PROFESSIONAL/TECHNICAL SERVIC	42.90
			Total UNCC:		42.90
01/16	01/15/2016	75100	VERIZON WIRELESS	BUILDING MAINTENANCE	1,101.65
			Total VERIZON WIRELESS:		1,101.65
01/16	01/15/2016	75101	VERNAL PET CLINIC & WELLNESS CENTER	VETERINARY EXPENSES	15.00
			Total VERNAL PET CLINIC & WELLNESS CENTER:		15.00
01/16	01/15/2016	75102	VERNAL WINNELSON CO.	BUILDING MAINTENANCE	89.50
			Total VERNAL WINNELSON CO.:		89.50
01/16	01/29/2016	75163	VET CLINIC, THE	VETERINARY EXPENSES	384.15
			Total VET CLINIC, THE:		384.15
01/16	01/15/2016	75103	WALTER ENVIRONMENTAL GROUP, LLC	PROF/TECH SERVICES	6,653.68
			Total WALTER ENVIRONMENTAL GROUP, LLC:		6,653.68
01/16	01/15/2016	75104	WESTERN IMPLEMENT CO.	MACHINERY MAINT/OPERATION	1.77
			Total WESTERN IMPLEMENT CO.:		1.77
01/16	01/15/2016	75105	WEX BANK	FUEL	2,643.58
			Total WEX BANK:		2,643.58
01/16	01/15/2016	75106	WHITE RIVER MARKET	GAS MATERIALS/EXPENSE	170.96
01/16	01/29/2016	75164	WHITE RIVER MARKET	OFFICE SUPPLIES/EXPENSE	202.37
			Total WHITE RIVER MARKET:		373.33
01/16	01/15/2016	75107	WILCZEK, KAREN S	JUDGES	300.00
			Total WILCZEK, KAREN S:		300.00
01/16	01/29/2016	75165	WOODS & AITKEN LLP	CAPITAL IMPROVEMENTS	2,244.19
			Total WOODS & AITKEN LLP:		2,244.19
01/16	01/15/2016	75108	WRB REC & PARK DISTRICT	DUES/CONTRIBUTIONS	39.75
			Total WRB REC & PARK DISTRICT:		39.75

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account Title	Amount
Grand Totals:					<u>488,070.00</u>

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
10-14100	23,866.85	.00	23,866.85
10-21500	9.99	160,049.44-	160,039.45-
10-22255	18,061.44	.00	18,061.44
10-22270	423.70	.00	423.70
10-22280	1,696.89	.00	1,696.89
10-22290	31,380.50	.00	31,380.50
10-22292	367.82	.00	367.82
10-22295	362.49	.00	362.49
10-22298	1,070.22	.00	1,070.22
10-36-200	100.00	.00	100.00
10-36-400	20.00	.00	20.00
10-36-410	10.00	.00	10.00
10-36-440	50.00	.00	50.00
10-41-110	750.00	.00	750.00
10-41-200	27.60	.00	27.60
10-41-220	600.00	.00	600.00
10-41-400	2,539.75	.00	2,539.75
10-41-450	132.90	.00	132.90
10-42-110	300.00	.00	300.00
10-42-118	118.04	.00	118.04
10-43-200	1,477.45	.00	1,477.45
10-43-205	1,403.23	.00	1,403.23
10-43-210	1,339.95	.00	1,339.95
10-43-220	2,554.83	.00	2,554.83
10-43-250	1,606.12	.00	1,606.12
10-43-270	1,327.59	.00	1,327.59
10-43-700	126.00	.00	126.00
10-44-133	169.00	.00	169.00
10-44-200	2,006.74	.00	2,006.74
10-44-205	133.22	.00	133.22
10-44-220	1,206.83	.00	1,206.83
10-46-200	14.38	.00	14.38
10-46-205	93.22	.00	93.22
10-46-250	139.50	.00	139.50
10-46-260	1,231.01	.00	1,231.01
10-46-270	216.80	.00	216.80
10-46-280	39.71	.00	39.71
10-46-285	511.17	.00	511.17
10-46-290	515.47	.00	515.47
10-48-200	29.37	.00	29.37
10-48-220	401.45	.00	401.45
10-48-240	1,680.65	.00	1,680.65
10-48-285	148.85	.00	148.85
10-49-640	13,594.74	.00	13,594.74
10-54-200	1,071.05	.00	1,071.05
10-54-205	193.22	.00	193.22
10-54-210	96.73	.00	96.73
10-54-220	1,011.29	.00	1,011.29
10-54-230	1,395.00	.00	1,395.00

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
10-54-250	850.72	.00	850.72
10-54-260	110.99	.00	110.99
10-54-270	442.52	.00	442.52
10-54-280	2,414.47	.00	2,414.47
10-54-285	790.07	.00	790.07
10-54-320	627.75	.00	627.75
10-54-700	8,650.50	.00	8,650.50
10-55-200	243.93	9.99-	233.94
10-55-260	1,678.86	.00	1,678.86
10-55-285	164.04	.00	164.04
10-55-310	1,529.57	.00	1,529.57
10-60-200	397.93	.00	397.93
10-60-205	93.22	.00	93.22
10-60-210	75.18	.00	75.18
10-60-230	373.39	.00	373.39
10-60-250	231.36	.00	231.36
10-60-260	117.00	.00	117.00
10-60-270	3,897.54	.00	3,897.54
10-60-280	51.83	.00	51.83
10-60-285	2,046.65	.00	2,046.65
10-60-290	15,423.98	.00	15,423.98
10-60-330	558.88	.00	558.88
10-60-365	1,642.20	.00	1,642.20
10-60-700	24.09	.00	24.09
51-21500	4,474.56	189,664.91-	185,190.35-
51-49-680	40,800.00	4,474.56-	36,325.44
51-71-133	401.86	.00	401.86
51-71-200	249.51	.00	249.51
51-71-205	93.22	.00	93.22
51-71-210	13.55	.00	13.55
51-71-220	14.40	.00	14.40
51-71-230	721.90	.00	721.90
51-71-250	380.39	.00	380.39
51-71-260	554.36	.00	554.36
51-71-270	3,281.01	.00	3,281.01
51-71-280	63.06	.00	63.06
51-71-285	178.19	.00	178.19
51-71-290	2,395.90	.00	2,395.90
51-71-330	9,432.55	.00	9,432.55
51-71-350	8,650.22	.00	8,650.22
51-71-800	119,627.44	.00	119,627.44
51-72-200	14.38	.00	14.38
51-72-250	93.22	.00	93.22
51-72-260	42.97	.00	42.97
51-72-330	65.93	.00	65.93
51-72-800	2,459.00	.00	2,459.00
51-73-250	55.82	.00	55.82
51-73-270	76.03	.00	76.03
52-21500	.00	107,420.36-	107,420.36-
52-40-200	216.91	.00	216.91
52-40-205	93.22	.00	93.22
52-40-220	389.46	.00	389.46
52-40-230	373.37	.00	373.37
52-40-250	420.07	.00	420.07
52-40-260	142.95	.00	142.95
52-40-270	801.29	.00	801.29
52-40-280	163.41	.00	163.41

GL Account	Debit	Credit	Proof
52-40-285	468.98	.00	468.98
52-40-330	1,779.24	.00	1,779.24
52-40-410	102,571.46	.00	102,571.46
53-21500	.00	16,706.73-	16,706.73-
53-40-200	301.60	.00	301.60
53-40-205	93.22	.00	93.22
53-40-250	227.75	.00	227.75
53-40-260	82.00	.00	82.00
53-40-270	6,130.45	.00	6,130.45
53-40-285	197.98	.00	197.98
53-40-290	6,143.16	.00	6,143.16
53-40-320	497.86	.00	497.86
53-40-330	2,879.24	.00	2,879.24
53-40-350	153.47	.00	153.47
71-21500	57.96	7,126.05-	7,068.09-
71-40-200	158.05	.00	158.05
71-40-205	520.22	.00	520.22
71-40-220	120.00	.00	120.00
71-40-250	170.32	.00	170.32
71-40-260	2,280.96	57.96-	2,223.00
71-40-270	3,876.50	.00	3,876.50
73-21500	.00	11,645.02-	11,645.02-
73-40-220	6,663.68	.00	6,663.68
73-40-250	4,964.70	.00	4,964.70
73-40-270	16.64	.00	16.64
Grand Totals:	497,155.02	497,155.02-	.00

Dated: February 9, 2016 \*\*\*APPROVED CHECK REGISTER\*\*\*

Mayor: \_\_\_\_\_  
 FRANK HUITT

City Council: ANN BRADY  
 DAN EDDY  
 ANDREW SHAFFER  
 JOSEPH NIELSEN  
 LISA HATCH  
 KRISTIN STEELE

Town Manager: PETER BRIXIUS

Town Clerk: LISA PIERING

Report Criteria:  
 Report type: Summary

**LIQUOR OR 3.2 BEER LICENSE  
 RENEWAL APPLICATION**

Fees Due	
Renewal Fee	\$96.25
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
<b>Amount Due/Paid</b>	

KUM & GO 919  
 6400 WESTOWN PKWY  
 WEST DES MOINES IA 50266-7709

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

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

**RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE**

Licensee Name KUM & GO LC		DBA KUM & GO 919		
Liquor License # 12404240012	License Type 3.2% Beer Off Premises (city)	Sales Tax License # 12404240012	Expiration Date 3/2/2016	Due Date 1/17/2016
Street Address 317 E MAIN ST RANGELY CO 81648-2701				Phone Number (970) 675 2858
Mailing Address 6400 WESTOWN PKWY WEST DES MOINES IA 50266-7709				
Operating Manager <i>Dr. H. Frederickson</i>	Date of Birth <i>10/21/1963</i>	Home Address <i>1081 Longview Ln Rangely CO 81648</i>	Phone Number <i>970-589-4299</i>	
<p>1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                  Is the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____</p> <p>2. Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p><b>NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:</b> If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.</p> <p>3. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>4. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>6. <b>SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:</b> Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.</p>				

**AFFIRMATION & CONSENT**

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

Type or Print Name of Applicant/Authorized Agent of Business <i>Craig Bergstrom</i>	Title <i>CFO</i>
Signature <i>Craig Bergstrom</i>	Date <i>1/04/16</i>

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

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

Local Licensing Authority For	Date
Signature	Title
	Attest



# RANGELY POLICE DEPARTMENT

TO: Mayor and Town Council

From: Chief Wilczek

RE: Kum and Go liquor license renewal

Date: February 1, 2016

I have reviewed the application for Kum and Go license and provide you with the following information on incidents from this establishment. There have been no citations and no violations at this business from the last renewal.

Chief Vince Wilczek

## VALUES

HONESTY ◊ INTEGRITY & PROFESSIONALISM ◊ COMMITMENT OF SERVICE ◊

PRESERVATION OF LIFE

RESPECT FOR THE DIGNITY OF ALL PERSONS ◊ REVERENCE OF THE LAW

209 E MAIN STREET, RANGELY, COLORADO 81648

(970) 675-8466 FAX (970) 675-2609 EMAIL: VINCE@RANGELYGOVT.COM

# Kum & Go LC

## Colorado Locations

Store #	Address	Address 2	City	State	ZIP	Phone
313	5480 Eat 120th Ave		Thorton	CO	80421	720-557-8373
316	2999 Bonanza Drive		Erie	CO	80026	720-974-1604
650	17970 Knoll Wood DR		Monument	CO	80132	719-487-2696
657	2190 Vickers Drive		Colorado Springs	CO	80903	(719) 219-0324
658	6125 Barnes Rd		Colorado Springs	CO	80922	719-219-0685
663	5771 N Carefree Cir		Colorado Springs	CO	80917	719-219-0086
665	1206 Interquest Pkwy		Colorado Springs	CO	80921	719-219-0697
667	7375 Duryea Rd		Colorado Springs	CO	80920	719-445-5041
668	3091 N Chestnut ST		Colorado Springs	CO	80907	719-424-4580
669	6735 N Carefree Cir		Colorado Springs	CO	80922	719-434-3869
670	8050 Fountain Mesa Rd		Fountain	CO	80817	719-382-9018
672	3025 Hancock Expy		Colorado Springs	CO	80916	719-473-8296
673	620 East Fillmore Street		Colorado Springs	CO	80907	719-219-0726
674	1021 S Neveda Ave.		Colorado Springs	CO	80903	719-362-8082
676	2588 Airport Road		Colorado Springs	CO	80910	719-434-4749
900	16065 CO Highway 131	PO Box # 174	Yampa	CO	80483	970-638-4283
901	895 Yampa Ave		Craig	CO	81625	970-824-7325
902	1302 W Victory Way		Craig	CO	81625	970-824-2568
903	700 E Victory Way		Craig	CO	81625	970-824-2418
905	905 Main St		Silt	CO	81652	970-876-0683
906	10 Stone Quarry Rd		Battlement Mesa	CO	81635	970-285-5637
907	101 Ruby Ranch Rd	PO Box # 2657	Silverthorne	CO	80498	970-468-0888
909	605 Park Ave	PO Box 1599	Kremmling	CO	80459	970-724-1105
910	366 71st Ave		Greeley	CO	80634	970-353-1110
912	30393 Kings Valley Dr		Conifer	CO	80433	303-816-0558
913	13799 Pacific Cir		Longmont	CO	80504	970-535-4601
914	7027 20th St		Greeley	CO	80634	970-330-8552
915	300 Harrison Ave		Leadville	CO	80461	719-486-3175
916	203 Mountain View Dr		Leadville	CO	80461	719-486-1221
919	317 E Main St		Rangely	CO	81648	970-675-2858
920	2032 Curve Plz	PO Box # 880909	Steamboat Springs	CO	80477	970-871-3324
921	120 E 1st St		Rifle	CO	81650	970-625-5185
922	120 E 26th St		Rifle	CO	81650	970-625-2274
927	801 Castle Valley Blvd		New Castle	CO	81647	970-984-9618
928	80 Anglers Dr	PO Box # 882139	Steamboat Springs	CO	80477	970-871-0753
929	59 Tamarisk Trl		Battlement Mesa	CO	81635	970-285-7381
930	2150 E Bridge St		Brighton	CO	80601	720-685-3161
931	2901 37th St		Evans	CO	80620	970-330-3206
933	115 Knobcone Dr		Loveland	CO	80538	970-669-2889
934	8150 6th St	PO Box # 1429	Wellington	CO	80549	970-568-3173
935	103 Oakridge Dr		Gypsum	CO	81637	970-524-1833
937	4530 Old US Highway 6		De Beque	CO	81630	970-283-8635
938	308 Agate Ave	Po Box # 1907	Granby	CO	80446	970-887-3031
940	70 W Bridge St		Brighton	CO	80601	303-659-9546
942	6503 29th Street		Greeley	CO	80634	970-330-0313
973	127 Laura Way		Dacono	CO	80514	303-833-3935
975	1319 Miner St	PO Box # 3028	Idaho Springs	CO	80452	303-567-2385
978	18 Market St	PO Box # 5940	Eagle	CO	81631	970-328-0806
995	1600 E Eisenhower Blvd		Loveland	CO	80537	970-612-0112
2925	39065 CO Highway 13	PO Box # 153	Meeker	CO	81641	970-878-5131
2926	2510 Gilstrap Ct		Glenwood Springs	CO	81601	970-947-1469

4904 230 W Jefferson Ave	PO Box # 817	Hayden	CO	81639 970-276-3625
4923 705 Taughenbaugh Boulevard		Rifle	CO	81650 970-625-5062
4924 1248 Railroad Ave		Rifle	CO	81650 970-625-4179
4951 105 6th St		Glenwood Springs	CO	81601 970-945-7628

**RIO BLANCO COUNTY & TOWN OF RANGELY  
AGREEMENT FOR SERVICES**

This Agreement is made this \_\_\_\_ day of February, 2016, between the Board of County Commissioners of Rio Blanco County, Colorado (herein referred to as “County”), having its principal place of business at 200 Main Street, Suite 100, Meeker, Colorado, 81641; the Board of Trustees of the Town of Rangely (herein referred to as “Town”), having its principal place of business at 209 E. Main Street, Rangely, CO 81648; and Better City, LLC (referred to as “Consultant”), having its principal place of business at 1100 Country Hills Dr., Suite 300, Ogden, UT 84403.

**1. Project Location**

Project work shall be performed in the Rangely area of Rio Blanco County.

**2. Scope of Work**

County and Town hereby retain Consultant and Consultant hereby agrees to perform the Work in accordance with the Scope of Work as set forth on the attached Exhibit “A” Scope of Work.

**3. Schedule of Values**

The Consultant shall perform the Work in accordance with the Schedule of Values on Exhibit “B” attached hereto:

**4. Schedule**

The Consultant shall perform the Work in accordance with the schedule as set forth on the attached Exhibit “C” Project Schedule.

**5. Compensation:**

The total amount to be paid to Consultant pursuant to this Agreement shall not exceed one hundred thousand dollars (\$100,000.00). Consultant shall be paid in accordance with the fee schedule set forth on the attached Exhibit “B”, incorporated herein by this reference. To receive payment, Consultant must submit itemized invoices for work completed to the Agreement Administrator before the 20<sup>th</sup> day of the month. Upon receipt of an invoice/payment request, the Agreement Administrator will review the request, and shall authorize or deny payment. Payment shall be made after authorization of payment by the County and Town in accordance with County policies and procedures.

**6. Term:**

The term of this Agreement shall be from February 9, 2016 through December 31, 2016. The Agreement Administrator for the County is Katelin Cook, Economic Development Coordinator, 200 Main Street, Meeker, Colorado 81641, telephone number (970) 878-9474, unless otherwise designated in writing. The Agreement Administrator for the Town is Peter Brixius, Town Manager, 209 E. Main Street, Rangely, Colorado 81648, telephone number (970) 675-8476, unless otherwise designated in writing.

**7. Insurance:**

**7.1.** Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance/bonds sufficient to insure against all obligations assumed by Consultant pursuant to this Agreement and shall not

start work under this Agreement until such insurance coverage has been obtained and approved in writing by the Agreement Administrator.

**7.2.** Consultant shall require all subcontractors to maintain during the term of this Agreement, Commercial General Liability insurance, Comprehensive Automobile Liability insurance, and Workers' Compensation and Employers' Liability insurance, in the same manner as specified for Consultant, Consultant shall furnish subcontractors' certificates of insurance to the Agreement Administrator immediately upon request.

**7.3.** All insurance policies required hereunder shall include a notification provision requiring notification to the Agreement Administrator in writing, **30** days prior to any material changes in the insurance policy(s) such as: cancellation, non-renewal, or reduction in coverage or alteration of coverage.

**7.4.** Nothing herein shall be deemed or construed as a waiver of any of the protections to which County may be entitled pursuant to the Colorado Government Immunity Act, sections 24-10-101, C.R.S., as amended.

**7.5.** All required insurance coverage must be acquired from insurers authorized to conduct business in the State of Colorado and acceptable to County. The insurers must also have policyholders' rating of "A-" or better, and financial class size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless County grants specific approval for an exception.

**7.6.** Consultant shall procure and continuously maintain the minimum insurance coverage listed below, and such additional coverage as may apply, with forms and insurers acceptable to County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. All policies below shall be endorsed to specify "**The Rio Blanco County Board of Commissioners and Rio Blanco County, its officers, officials, employees and volunteers as INSUREDS, as respects liability, on behalf of the Consultant, arising out of this Agreement; and The Board of Trustees of the Town of Rangely and Town of Rangely, its officers, officials, employees and volunteers as INSUREDS, as respects liability, on behalf of the Consultant, arising out of this Agreement.**" All certificates of insurance are to be submitted on standard "**ACCORD 25**" form.

**7.7.** Workers' Compensation and Employer's Liability Including Occupations Disease Coverage in accordance with scope and limits as required by the State of Colorado (or the state in which the Consultant is a resident).

**7.8.** Commercial General Liability, "**occurrence form,**" with minimum limits of ONE MILLION (\$1,000,000) combined single limit, per occurrence for bodily injury, personal injury and property damage. Consultant must either agree to provide certificates of insurance evidencing the above coverage for a period of two years after the final payment for this Agreement OR purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this Agreement and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

**7.9.** Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION (\$1,000,000) combined single limit per accident.

**7.10.** Depending on the nature and scope of the services to be provided under this Agreement, additional insurance requirements may be specified by County. Items listed below, which have been marked with an “X” are required of Consultant by County as a condition of this Agreement. Consultant’s initial, placed by the corresponding “X”, shall acknowledge Consultant’s compliance in meeting the specific insurance requirement(s).

**7.11. Consultant Initial X**

  X   PROFESSIONAL LIABILITY INSURANCE with an endorsement for work under this Agreement, and coverage of no less than ONE MILLION (\$1,000,000) per claim, and ONE MILLION (\$1,000,000) aggregate.

  N/A   EXCESS LIABILITY/UMBRELLA INSURANCE with a limit no less than ONE MILLION (\$1,000,000) per occurrence/ ONE MILLION (\$1,000,000) aggregate, and coverage at least as broad as the primary Commercial General Liability policy.

  N/A   BUILDER’S RISK INSURANCE must be in an amount equal to the maximum amount to be paid to Consultant as set forth in Paragraph 2 above, as well as any subsequent modifications. The policy must be in Completed Value Form, insuring the entire project for, at least Broad Form coverage including theft. Such Insurance shall remain in effect until 12:00 noon on the day following the date of the final acceptance of the entire project, whether or not the building or some part thereof is occupied in any manner prior to final acceptance of the project.

  N/A   BID BONDS AND/OR PERFORMANCE BONDS. Bid bond coverage to be determined as a percentage of the total bid. Performance Bond in the amount of 100% of the project Agreement.

  N/A   Other insurance as required. If other insurance is required it will be included and referred to as “EXHIBIT D”.

**8. Consultant’s Representations and Warranties:**

**8.1.** Consultant represents and warrants to County and Town that it has the experience and ability to perform the services required by this Agreement in accordance with sound and acceptable industry or professional practices and standards and in accordance with all codes, standards, regulations, and laws applicable to the work. Consultant represents and warrants that it has the power to enter into and perform this Agreement, and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any Federal, State, or municipal laws.

**9. Independent Contractor:**

Consultant shall perform its duties hereunder as an independent Contractor and not as an employee of County or Town. Neither Consultant nor any agent or employee of Consultant shall be deemed to be an agent or employee of County or Town. Consultant and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the County or Town and the County or Town shall not pay for or otherwise provide such coverage for Consultant or any of its agents or employees. Unemployment insurance benefits shall be available to Consultant and its employees and agents only if such coverage is made available by Consultant or a third party. Consultant shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Consultant shall not have authorization, express or implied, to bind the County or Town to any contract, liability or understanding, except as expressly set forth herein. Consultant shall (a) provide and keep in force workers’ compensation and unemployment compensation insurance in the amounts

required by law, (b) provide proof thereof when requested by the County, and (c) be solely responsible for its acts and those of its employees and agents.

**10. Personal Services Agreement:**

This is a personal services agreement on the part of Consultant. This Agreement may not be assigned or subcontracted without the prior express written consent of County and Town, and any attempt to assign this Agreement without the prior express written consent of County and Town shall render this Agreement null and void with respect to the attempted assignee.

**11. Inspection:**

County and Town reserve the right, without notice and at reasonable times, to inspect the work accomplished by Consultant under this Agreement. The right of inspection reserved in the County and Town is for protection of County and Town in assuring that the work is proceeding in a timely and satisfactory manner and does not relieve the Consultant from responsibility for selecting appropriate means of fulfilling its obligations hereunder.

**12. Audit:**

County and Town, or its designee, may, at reasonable times, during the term of this Agreement or for two years after its termination or expiration, audit Consultant's books with regard to this Agreement, and Consultant shall retain its books and records for the required period.

**13. Non-Exclusive Agreement:**

This is not an exclusive agreement. County and Town may, at their sole discretion, contract with other entities for work similar to that to be performed by Consultant hereunder. Consultant may agree to perform similar work for others, and is not expected to work exclusively for County and Town.

**14. Indemnification of County and Town:**

Consultant shall indemnify and hold harmless County and Town, their agents, officials and employees, against all losses or damages, including penalties, charges, professional fees, attorney's fees, interest, costs, expenses and liabilities arising out of, or relating to, any and all claims and causes of action related to negligent services in connection with, directly or indirectly, this Agreement when it is determined that the harm was caused through or by negligent services by Consultant or a subcontractor's negligent services, if any, or their respective employees and agents. Consultant further agrees that its obligations to County and Town under this paragraph include claims against County and Town by Consultant's employees whether or not such claim is covered by workers compensation. Consultant expressly understands and agrees that any insurance or bond protection required by this Agreement, or otherwise provided by Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend County and Town as herein provided, and such obligation exists even if the claim is fraudulent or groundless.

**15. Confidentiality:**

Consultant recognizes and acknowledges that this Agreement creates a confidential relationship between County, Town, and Consultant, and that information concerning County and Town business affairs, customers, Consultants, finances, properties, methods of operation, computer programs, and

documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning County and Town is herein referred to as “confidential information”.

**16. Non-Disclosure:**

Consultant agrees that, except as directed by County and Town, Consultant will not at any time during or after the term of this Agreement disclose any “confidential information” to any person whatsoever and upon the termination of this Agreement Consultant will turn over to County and Town all documents, papers, and other matter in Consultant’s possession or control that relates to County and Town. Consultant further agrees to bind Consultant’s employees and subcontractors to the terms of this non-disclosure requirement.

**17. County and Town’s Right to Suspend Consultant’s Services:**

For good and sufficient cause such as (a) faulty workmanship, (b) improper superintendence, (c) Consultant’s failure to carry out any reasonable order or perform any provision of this Agreement or collateral documents, or any other circumstance unfavorable for prosecution of the work, County and Town shall have the right to suspend Consultant’s performance of the work. Notice of such suspension shall be in writing and Consultant will be allowed fifteen (15) working days to correct and complete the unacceptable work. Consultant shall resume performance of the work promptly when so notified in writing by County and Town.

**18. Termination Provisions:**

This Agreement may be terminated as follows:

**18.1. Termination for Cause.**

If, through any cause, Consultant shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, County and Town shall thereupon have the right to terminate this Agreement for cause by giving written notice to Consultant of its intent to terminate and providing consultant at least ten (10) days opportunity to cure the default or show cause why such termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents and reports or other material prepared by Consultant under this Agreement shall, at the option of County and Town, become their property, and Consultant shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. Consultant shall be obligated to return any payments advanced under the provisions of this Agreement.

Notwithstanding above, Consultant shall not be relieved of liability to County and Town for any damages sustained by County and Town by virtue of any breach of this Agreement by Consultant, and County and Town may withhold any payment to Consultant for the purposes of setoff until such time as the exact amount of damages due to County and Town from Consultant is determined. If after such termination it is determined, for any reason, that Consultant was not in default, or that Consultant’s action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Agreement had been terminated for convenience, as described herein.

**18.2. Termination for Convenience.**

County and Town may terminate this Agreement at any time County and Town determine that it is not in the best interest of County and Town to continue the work under this Agreement. County and Town shall

effect such termination by giving written notice of termination to Consultant and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by Consultant under this Agreement shall, at the option of County and Town, become their property, and Consultant shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered.

### **18.3. Termination Due to Loss of Funding**

County and Town are subject to certain limitations set forth in the Constitution and laws of the State of Colorado. Nothing in this Agreement, nor in any material or attachments incorporated by reference, shall constitute, nor be deemed to constitute, an obligation of future appropriations by County and Town, nor a general obligation or other indebtedness or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of County and Town within the meaning of any constitutional or statutory or charter debt limitation. At the time of entering into this Agreement, it is the intent of County and Town to satisfy its future obligations under this Agreement, and to budget in future years for appropriations sufficient to fulfill said obligations. In the event the Board of County Commissioners and Board of Trustees do not in any future year budget or appropriate sufficient funds to satisfy said obligations, the County and Town may terminate this Agreement by giving Consultant not less than thirty (30) days prior written notice. Upon termination and to the extent of lawfully available funds, County and Town will remit all amounts due and all costs reasonably incurred by Consultant to the date of termination.

### **19. Remedies:**

In addition to any other remedies provided in this Agreement, County and Town in their sole discretion may exercise any and/or all of the following remedial actions, either individually or simultaneously, if Consultant substantially fails to satisfy or perform the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall be defined to mean insufficient, incorrect, improper activities or inaction by Consultant. These remedial actions are as follows:

**19.1.** Suspend Consultant's performance pending necessary corrective action as specified by County and Town; and/or

**19.2.** Withhold payment to Consultant until the necessary services or corrections in performance are satisfactorily completed; and/or

**19.3.** Request the removal from work on this Agreement of employees or agents of Consultant whom County and Town judge as being incompetent, careless, insubordinate, unsuitable or otherwise unacceptable, or whose continued employment on this Agreement is deemed to be contrary to the public interest or not in the best interest of County and Town; and/or

**19.4.** Deny payment for those services or obligations which have not been performed and which due to circumstances caused by Consultant cannot be performed or if performed would be of no value to County and Town. Denial of the amount of payment must be reasonably related to the amount of work or performances lost to County and Town.

### **20. Choice of Law:**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. 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 Agreement, to the extent capable of execution.

**21. Venue:**

This Agreement is and shall be deemed to be performable in the County of Rio Blanco, Colorado, and venue for any dispute hereunder shall be in the District Court of the County of Rio Blanco, Colorado. In the event of dispute concerning performance hereunder, the parties agree the Court may enter judgment in favor of the prevailing party for costs and reasonable attorney's fees.

**22. Governmental Immunity:**

No term or condition of this Agreement shall be construed or interpreted as a waiver by County and/or Town, 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.

**23. Software Piracy Prohibition:**

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

**24. Employee Financial Interests:**

County and Town and Consultant state that to their knowledge, no employee of the County and Town has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Consultant has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Consultant's services and Consultant shall not employ any person having such known interests.

**25. Agreement for Services CRS §8-17.5-101**

[This paragraph is 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.] Consultant certifies, warrants, and agrees that it does not knowingly employ an illegal alien who shall perform work under this Agreement and Consultant shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c). Consultant shall not knowingly employ an illegal alien to perform work under this Agreement or enter into an Agreement with a Subconsultant or Subcontractor who fails to certify to the Consultant that the Subconsultant or Subcontractor shall not knowingly employ an illegal alien to perform work under this Agreement. Consultant (a) shall not use E-Verify Program or the State program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed, (b) shall notify the Subconsultant or Subcontractor and the County and Town within three days if Consultant has actual knowledge that a Sub Consultant or Subcontractor is employing an illegal alien for work under this Grant, (c) shall terminate the Sub-Agreement if a consultant or subcontractor does not stop employing the illegal

alien within three days of receiving the notice, (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 Consultant participates in the State program, Consultant shall deliver to County and Town, a written, notarized affirmation, affirming that Consultant has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Consultant fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., County and Town may terminate this Agreement for cause and, if so terminated, Consultant shall be liable for damages.

**26. Agreements with Natural Persons:**

Consultant, 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 Agreement.

**27. Gifts:**

Consultant certifies that Consultant is familiar with the provision of Article XXIX of the Colorado Constitution (also known as Amendment 41) regarding gifts and is compliant with the provisions of this Article.

**28. Entire Agreement:**

This Agreement constitutes the entire agreement between the parties, and no changes or modifications shall be effective unless reduced to writing and signed by all parties hereto.

**29. Required Signatures:**

Person(s) signing as or on behalf of Consultant represent by their signature the person(s) signing is/are fully authorized to so sign this Agreement and that Consultant has taken all steps necessary so that the signature(s) is/are binding upon Consultant.

**30. Severability/Survival:**

The provisions of this Agreement shall be severable, and the invalidity of any provisions shall not invalidate the remaining provisions hereof. Where appropriate and applicable, provisions of this Agreement shall survive expiration or any termination of this Agreement.

**31. Binding Effect:**

This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, successors, personal representatives or assigns of all of the parties hereto.

**32. Execution by Counterparts; Electronic Signatures:**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Agreement: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All documents must be properly notarized, if applicable. All use of electronic signatures shall

be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

IN WITNESS WHEREOF, the parties have here unto set their hands and seals this \_\_\_\_ day of February, 2016.

Attest:

**BOARD OF COUNTY  
COMMISSIONERS OF  
RIO BLANCO COUNTY, COLORADO**

\_\_\_\_\_  
Boots M. Campbell, Clerk to the Board

By: \_\_\_\_\_  
Shawn J. Bolton, Chairman

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

By: \_\_\_\_\_  
Jon D. Hill, Commissioner

By: \_\_\_\_\_  
Jeffrey D. Eskelson, Commissioner

**TOWN OF RANGELY**

By: \_\_\_\_\_  
Frank Huitt, Mayor                      Date

**CONSULTANT: BETTER CITY, LLC**

By: \_\_\_\_\_  
Adam Hughes, CEO                      Date

## **Scope of Work**

Consultant's Scope of Work will include facilitating various implementation strategies. Thorough analysis has provided community and economic development areas of focus to create new jobs and diversify the local economic base. 2016 project focus will be on specific project areas: constructing a student housing and retail center; expanding the Colorado Northwestern Community College flight program; developing an aircraft maintenance, repair and overhaul operation; and enhancing outdoor recreational and White River offerings. The long term goal of the County's economic development initiatives is to create a more robust and diverse economy, ultimately increasing the number of primary jobs and business opportunities.

### **Student Housing and Retail Project**

- Coordinate with CNCC and the Town to determine the appropriate size, design, and location of the proposed project.
- Secure interest from retail and housing operators.
- Coordinate with the Town, landowners, and special districts to secure the land required for the project.
- Coordinate with the recreation district and the retail operator to create a partnership that allows recreation and rental equipment to be available near the White River.
- Recruit a developer with the expertise and resources to undertake the project.
  - Coordinate the request for architectural designs and construction bids for the project.
  - Work with the developer to determine financing and resource gaps.
- Coordinate with the Town to structure a balanced incentives package.
- Because Tax Increment Financing (TIF) will likely be used, Better City will provide guidance and will assist the Town in the necessary steps to establish an Urban Renewal Authority (URA) for the project area. When possible, Better City will produce the necessary documents for the Town to use in establishing the URA.
- Better City will explore and secure alternative financing sources as required.
- Coordinate and host at least one public meeting to foment public support.
- Provide high-level oversight and project management services throughout the planning and construction process (make sure that the project is moving forward as envisioned).

Considerable headway has already been achieved in the efforts of pulling the student housing project together. Interest has been obtained from the Town, CNCC, the Recreation District, and a potential retail operator for the facility. The next steps of implementation are based on moving forward from the progress that has already been made.

#### ***Action Step #1 – Right-size the facility***

It will be important to make sure that the new housing capacity is planned in conjunction with CNCC's long-term strategy so that the new facility is not over or undersized. CNCC should take into consideration the potential of retiring some of the old housing on campus, because the maintenance cost requirements may exceed the benefits. Based on the number of new units required, the site location and layout may need to change accordingly. If it is determined that CNCC does not require a sufficient number of housing units to make the project pencil, the Town should consider adding multi-family housing to the project. The Town has successfully completed a multi-family housing

project recently to help address housing shortages, and anecdotal information has suggested that demand still exists for additional multi-family housing within the general market.

***Action Step #2 – Solidify requirements of the future operator(s)***

The potentially interested operator has provided some initial estimates, but those estimates may change based on a thorough market analysis. After the operator has completed their analysis, the Town should obtain the exact requirements in terms of square footage, site layout, and other considerations. Estimated sales and sales tax from the facility will be important in subsequent phases of implementation.

***Action Step #3 – Land Assemblage***

As described in the project description section, the landowners that represent the land within the proposed project area have already expressed a willingness to sell. The required land should subsequently be assembled, possibly through option agreements, and provided as a package deal for the developer.

The ownership of the northern end of the project area is currently privately owned by a family trust, even though it has been used for decades as part of the Camper Park. The transaction of assembling the land will require a concerted effort with understanding and agreement from the future developer, the Town, the Recreation District, and the family trust to ensure that all parties have an agreeable outcome.

***Action Step #4 – Developer Recruitment***

Although a potential operator has been identified and has expressed preliminary interest, a developer will still be required to take on the risk and carry out the project. Recruiting a developer will be much easier once action steps #2 and #3 have been completed as this will provide a rough idea of the financing strategy and the expected requirements and outcomes of the project. This action step will require phone calls, personal meetings, and attendance to conferences to reach out to local, regional, and potentially national developers in order to find one that is interested in taking on the project.

***Action Step #5 – Design & Bid***

Once the project has been defined in terms of the number of housing units and the size of the retail and entertainment venues, it will now be possible to put together construction drawings, send out for bids, and develop a project cost estimate. Although traditional development would require the operator/developer to cover these costs, it may need to be initially borne by the public sector and reimbursed as a project cost once financing is secured.

***Action Step #6 - Project financing***

The cost estimate should be compared to projections from the potential operator, to identify the gap between the capital and debt repayment requirements of the development, vs. the lease payment/debt service amount that is estimated to be sustainable from the operator's standpoint. The difference, also known as the "financing gap," needs to be filled with other financing sources.

As described in the project section, TIF is one strategy that will be able to help close the financing gap. TIF functions by returning a portion of the incremental tax generated from a project, back to the project to help support the debt payments on the building, or other costs. For example, the project is

expected to cost several million dollars, which will generate a significant amount of property tax and sales tax that would otherwise not occur within the community. The taxing entities will continue to receive at least the amount they have been receiving historically, and a portion of the additional tax generated by the project, or the increment, will be refunded to the developer to cover a portion of the debt that cannot be paid by the operators. In this regard, the private sector carries the risk, or the debt on the building, but the public sector participates by allowing some of the value created by the development to be shared with the private investors.

The public-private partnership model described herein is the least expensive way for a community to gain access to amenities that would otherwise choose to locate to larger cities such as Grand Junction. In essence, the public participation helps turn the tables in favor of less-favorable locations, and allows rural communities to compete for investment.

The Town has an existing URA, but the terms of the URA, including the boundaries, life-span, tax collection restrictions, etc., may not be sufficient to provide enough financing back to the project. The existing URA and RDA structure should be closely analyzed to verify capacity and the ability to support the horizontal mixed-use development. It is possible that a new URA will need to be created with new boundaries, terms and a structure capable of providing the necessary TIF support.

It is possible that tax increment financing alone may not be able to fill the entire financing gap. In which case, additional investment should be sought by exploring other incentive programs authorized by the State of Colorado. Financing should also be sought from parties that will benefit from the project. Examples may include the Town, the County, CNCC, the Recreation District, wealthy individuals, and grants. Participation from these entities, whether through cash or in-kind investment, will help lower the initial capital requirements of the project, and will subsequently decrease the financing gap.

#### ***Action Step #7 – Construction***

The mixed-use housing project has the potential to move relatively quickly through implementation due to the ground work that has already been laid.

### **Expanded Flight Program**

#### **Expanded Flight Program**

- Conduct a feasibility analysis that will determine the factors that will be most important to ensure the success of the expanded flight program. The feasibility study will establish the estimated demand and the recommended structure to most effectively capture the opportunity. The feasibility study will also determine the resources that will be required for the program such as financing, physical resources, and human capital.
- Better City will coordinate with CNCC to ensure that the feasibility study is conducted in context of the existing infrastructure, and the college's long-term goals and vision.
- Coordinate and conduct public meetings to present the findings of the feasibility study to ensure public support.
- Better City will contact and solicit financial and political support from public and private entities including the Governor's Office, the Colorado Department of Higher Education, and the Colorado Community College System.

- Coordinate with public and private entities and community organizations to ensure the program is structured in a way that meets Colorado Northwestern Community College's goals, while still generating the desired economic impact for the Town and the community.

### ***Action Step #1 – Feasibility Study***

A feasibility study should be commissioned in order to gain a solid understanding of the international aviation market, including which countries of origin will provide the greatest benefit, and will be most compatible with the capabilities and the culture of the Town and CNCC. The research phase should include multiple discussions with the leadership team at CNCC to ensure that their unique position as an institution of higher education is considered and accounted for in the market research.

A particular emphasis of this feasibility phase will be to identify potential challenges, and techniques in facilitating the smooth transition of international aviation students. The Federal Government has already established a list of requirements for candidate international pilots, so CNCC will not be breaking new ground in this regard. Requirements that potential students will need to meet include an FAA medical certificate, proof of English proficiency (such as a TOEFL exam), and registration with the U.S. Department of Transportation Security Administration (TSA)<sup>1</sup>. The registration process is relatively straightforward, although the TSA system is currently backlogged due to high demand, which is a positive sign and suggests that CNCC should be able to gain access to an influx of prospective international student pilots.

In some instances, CNCC could be at an advantage over other international flight training programs, because CNCC could offer English courses to help international students prepare for the English proficiency tests that are required before being accepted as a student pilot.

### ***Action Step #2 – Secure CNCC and Town Support***

The effort to establish the international program will not be successful if the Town and CNCC are not united in their efforts and vision for the program. After the Town and CNCC leadership have agreed on the basic structure, goals, and expected outcomes of the program, a series of public meetings should be conducted to educate residents to gather feedback to refine the goals and structure of the program.

### ***Action Step #3 – Secure project funding***

The new international flight program will be an expensive undertaking and any and all potential funding sources should be explored. Ultimately, it is anticipated that the program will require the political and financial support from the highest levels of the State government. Specific organizations that will need to come on board include the Colorado Department of Higher Education and the Colorado Community College System. The Governor's Office should also be approached about the possibility of allocating discretionary funds to help build the program.

President Russ George at CNCC is a well connected political figure, and his skills, leadership, and reputation will be crucial in gathering the required financial and political support.

### ***Action Step #4 – Recruit language and flight instructors***

Recruiting qualified instructors has historically been a challenging task at CNCC, and the leadership team should begin early to have conversations with potential instructors to find out what it will take to have them relocate to Rangely. The feedback should be shared transparently with the Town and options should be explored on how the Town can assist in recruiting instructors by providing an attractive and vibrant quality of life. The mixed-use retail and entertainment development will be a key selling point

in attracting future employees and their spouses and children.

#### ***Action Step #5 – Establish a Center for International Education***

If it is determined through the feasibility study that international markets will be a major component of the expanded flight program, a Center for International Education should be established. The mission of the Center for International Education (CIE) will be to develop funding sources and profitable strategies for international recruiting focused on pilot and technician training programs. In addition, the CIE will be responsible for student retention by coordinating with other college departments regarding housing and other supportive services to help accommodate international students.

It will be imperative that the CIE establish an online presence in the target international markets to engage with prospective students. In addition to social media marketing strategies, CNCC should consider hiring a consultant that is able to navigate the educational labyrinth of the designated recruitment region, and can begin recruiting prospective students on the local level.

### **Aircraft Maintenance, Repair, and Overhaul Operation**

- Conduct a feasibility analysis that will determine the regional demand for MRO services, and will present a case for how much demand an operation in Rangely would be able to capture. The feasibility study will also inventory existing assets, and will provide recommendations for what additional facilities or resources would be necessary to support an MRO operator.
- Assist in applying for designation as an Aviation Development Zone.
  - Better City will outline requirements, contact pertinent agencies, and prepare documents as necessary to guide the community through the application process.

#### ***Action Step #1 – Feasibility study***

The feasibility study will quantify the market demand for MRO services, will identify the type of facility and personnel that will be required, and will provide estimates for the amount of business that an operator in Rangely can reasonable expect to capture.

#### ***Action Step #2 – Apply for designation as an Aviation Development Zone***

An Aviation Development Zone (ADZ) is a special designation allowed by the State of Colorado to incentivize aircraft related businesses to locate to the State. Specifically, it provides tax incentives for businesses that are involved in aircraft component manufacturing, or the maintenance and repair of aircraft. Designation as an ADZ airport will provide a potential tax benefit to a future MRO operator. The application process is straightforward and relatively simple.

Companies need to employ at least ten people to qualify for the tax incentives allowed through the ADZ. While it may take several years before the MRO has built up enough business to employ ten individuals, the designation will demonstrate community willingness to support the aviation industry, and may play a role in building the aviation cluster. For example, it may help open the door to recruit aviation component manufacturers, who would likely employ ten or more people from the beginning and would be very interested in the tax incentives.

#### ***Action Step #3 – Operator recruitment***

A list should be compiled of MRO operators within the region that may be interested in opening

another location in Rangely. Such expansion may provide a strategic advantage to existing operators by allowing them to capture a different sector of the marketplace. Operators within Colorado and neighboring states such as Utah, Wyoming, Idaho, and New Mexico should be included as part of the search. It will be important to leverage the vision of the expanded flight program as a key reason why an MRO operator should consider coming to Rangely.

***Action Step #4 – Define needs and requirements of operator***

Once an operator has been identified and has expressed interest in the opportunity, detailed conversations should be held to better understand all of the specific requirements that the operator would need to have met before opening an MRO in Town. Requirements may include items such as runway access, facilities, personnel, and operating parameters such as expected revenue.

***Action Step #5 – Financing plan***

Estimates for facility costs and revenue projections will enable the development of a financing plan, including the quantification of a potential financing gap. If new facilities will be constructed, property value based TIF may be a potential financing source and an analysis should be conducted to ensure that the new facility will be within the RDA zone. If existing facilities will be utilized, property based TIF will likely be insufficient and sales tax rebates will need to be explored. It is important to note that tax incentives should not be used as a long-term subsidy for operations, but should be used to help cover startup capital requirements.

**Outdoor Recreation and White River Project**

- Coordinate with the Town and the Recreation district to determine the goals and the vision for the White River recreation developments.
  - Assist in selecting an organization to create a White River implementation plan, and provide project management services to ensure that the delivered plan meets all of the goals and requirements of the Town and Recreation District.
- Determine and structure strategic partnerships between the Recreation District, the Town, and the Conservancy District and other entities as necessary to ensure that implementation projects have the political support necessary.
  - Coordinate with the Town and the public regarding which elements of the master plan are the highest priority.

***Action Step #1 – Create a new river master plan***

A new river master plan should be developed that accounts for the multi-use development described previously. The Town should partner with the Recreation District in creating the plan. The master plan should take into consideration future uses and long term needs near the river. The plan should include pathways that connect the new development to amenities along the river including ingress and egress points. Bicycle lanes and walking trails should be planned up and down the river with areas where visitors can easily get in and swim and play in the water.

***Action Step #2 – Project financing***

Various grants and funding sources should be pursued to obtain funding for the highest priority projects identified in the master plan. Specific sources of funding may include the Great Outdoors

Colorado (GOCO) grants, Colorado Healthy Rivers Fund Grants, the Packard Foundation's Fresh Water Trust, and the Fields Pond Foundation. Additional grants and foundation donors should be sought as necessary to provide financing. Local groups such as the Recreation District, the Rio Blanco Water Conservancy District and the Town and County Government are going to be key players in the recreation projects from both a political, and possibly a financial standpoint.

***Action Step #3 – Branding and marketing***

From a municipality standpoint, the most effective marketing is the kind that is done by others, not the municipality itself. Examples include building amenities and hosting events that get attention from media outlets that create a highlight story that is promoted without costing the municipality any additional funds. Experience has shown that this form of free advertising is much more effective than paid advertisements that attempt to convince someone to come and visit a particular area. Specific amenities and events should be contemplated that would be unique enough to attract the attention of regional media outlets.

**Intent of Services**

The services and any subsequent analysis and reporting performed by the Consultant under this agreement are intended to assist the governing authorities in creating a more robust and diverse economy, ultimately increasing the number of high paying primary jobs and business opportunities.

**Scheduling of Services**

Consultant shall schedule all necessary meetings and teleconferences with the Agreement Administrators.

The County and Town will be invoiced for the amount of work actually performed. Invoices will be tied to the performance and delivery of key milestones. Actual total cost may be less than the Not to Exceed Total. If it is determined that services will be required that will exceed the Not to Exceed Total, a Contract Modification will be executed, if approved by the Board of County Commissioners and Board of Trustees, to cover these additional services.

The fees outlined below represent an estimate of the time and unit cost for the proposed scope of work, based on the Consultant’s understanding of the project specifications and assuming proper scheduling of the Consultant’s services.

Reimbursable expenses, including travel and meals for visits to the Town will be invoiced in addition to the consulting fee. Travel expenses for a single day trip to the Town will be reimbursed at a rate of \$1,420 and represents the direct costs incurred by the Consultant for such a visit. Overnight lodging expenses and rental vehicles (if required) will be added at the invoiced rate if multi-day trips are required. Consultant will coordinate with the County and Town to determine the appropriate number and the scheduling of visits during the contract period.

In the event that the County and Town and Consultant determine that the Consultant should attend an industry recruiting event such as a conference or a site visit, direct costs incurred by the Consultant will be reimbursed by the County and Town.

Invoices will be prepared by the Consultants and submitted to the County and Town before the 20<sup>th</sup> of each calendar month, and will detail the scope of work elements that have been completed since the previous invoice date, and any applicable reimbursable expenses.

***Student Housing and Retail Project: Milestone Deliverable pricing***

<b>Student Housing and Retail Project</b>	
<b>Item</b>	<b>Cost</b>
Coordinate with CNCC and the Town to determine the appropriate size, design, and location of the proposed project; Secure interest from retail and housing operators;	\$4,500
Coordinate with the Town, landowners, and special districts to secure the land required for the project;	\$4,000
Coordinate with the recreation district and the retail operator to create a partnership that allows recreation and rental equipment to be available near the	
Recruit a developer with the expertise and resources to undertake the project;	\$7,500
Coordinate the request for architectural designs and construction bids for the	
Work with the developer to determine financing and resource gaps;	
Coordinate with the Town to structure a balanced incentives package;	\$11,500
Because TIF will likely be used, Better City will provide guidance and will assist the Town in the necessary steps to establish an Urban Renewal Authority (URA) for the project area. When possible, Better City will produce the necessary documents for the Town to use in establishing the URA.	
Better City will explore and secure alternative financing sources as required.	
Coordinate and host at least one public meeting to foment public support;	\$2,500
Provide high-level oversight and project management services throughout the planning and construction process (make sure that the project is moving forward	

**Student Housing and Retail Project: Line item pricing**

Student Housing and Retail Project					
Week	Scope of Work Element	Consultant	Hours	Hourly Rate	Extended Cost
1 through 8	Coordination with operator, Town, and CNCC	Adam Hughes	5.0	\$ 225.00	\$ 1,125.00
1 through 8	Coordination with operator, Town, and CNCC	Kelby Bosshardt	8.5	\$ 185.00	\$ 1,575.00
1 through 8	Coordination with operator, Town, and CNCC	Derek Walker	10.0	\$ 180.00	\$ 1,800.00
Various	Secure control of the project site	Derek Walker	8.0	\$ 180.00	\$ 1,440.00
Various	Secure control of the project site	Malorie Brask	16.5	\$ 155.00	\$ 2,560.00
Various	Developer Recruitment	Kelby Bosshardt	24.0	\$ 185.00	\$ 4,440.00
Various	Developer Recruitment	Derek Walker	17.0	\$ 180.00	\$ 3,060.00
TBD	Pro-forma	Derek Walker	8.0	\$ 180.00	\$ 1,440.00
TBD	Pro-forma	Adam Hughes	3.0	\$ 225.00	\$ 675.00
Various	TIF and Funding Strategy	Adam Hughes	12.5	\$ 225.00	\$ 2,815.00
Various	TIF and Funding Strategy	Kelby Bosshardt	18.0	\$ 185.00	\$ 3,330.00
Various	TIF and Funding Strategy	Derek Walker	18.0	\$ 180.00	\$ 3,240.00
TBD	Public Meeting (preparation and meeting)	Kelby Bosshardt	8.0	\$ 185.00	\$ 1,480.00
TBD	Public Meeting (preparation and meeting)	Adam Hughes	4.5	\$ 225.00	\$ 1,020.00
<b>Total</b>			<b>161.1</b>		<b>\$ 30,000.00</b>

**Expanded Flight Program Project: Milestone Deliverable pricing**

Expanded Flight Program	
Item	Cost
Conduct a feasibility analysis that will determine the factors that will be most important to ensure the success of the expanded flight program. The feasibility study will establish the estimated demand and the recommended structure to most effectively capture the opportunity. The feasibility study will also determine the resources that will be required for the program such as financing, physical resources, Better City will coordinate with CNCC to ensure that the feasibility study is conducted in context of the existing infrastructure, and the college's long-term	\$29,500
Coordinate and conduct public meetings to present the findings of the feasibility study to ensure public support;	\$2,500
Better City will contact and solicit financial and political support from public and private entities including the Governor's Office, the Colorado Department of Higher Education, and the Colorado Community College System; Coordinate with partnering organizations to ensure that the program is structured in a way that meets organization goals, and still generates the desired economic impact for the Town and the community;	\$4,500

**Expanded Flight Program Project: Line item pricing**

Expanded flight Program					
Week	Scope of Work Element	Consultant	Hours	Hourly Rate	Extended Cost
4 through 9	Feasibility Study Data Gathering	Adam Hughes	12.0	\$ 225.00	\$ 2,700.00
4 through 9	Feasibility Study Data Gathering	Kelby Bosshardt	48.0	\$ 185.00	\$ 8,880.00
4 through 9	Feasibility Study Data Gathering	Jason Godfrey	15.0	\$ 180.00	\$ 2,700.00
4 through 9	Feasibility Study Data Gathering	Ryan Englund	6.0	\$ 185.00	\$ 1,110.00
10 through 12	Feasibility Study Data Analysis	Adam Hughes	7.8	\$ 225.00	\$ 1,760.00
10 through 12	Feasibility Study Data Analysis	Kelby Bosshardt	24.0	\$ 185.00	\$ 4,440.00
10 through 12	Feasibility Study Data Analysis	Ryan Englund	5.0	\$ 185.00	\$ 925.00
13	Report Compilation	Kelby Bosshardt	22.0	\$ 185.00	\$ 4,070.00
13	Report Compilation	Jason Godfrey	4.0	\$ 180.00	\$ 720.00
14	Draft Review	Adam Hughes	2.0	\$ 225.00	\$ 450.00
14	Committee Feedback	Adam Hughes	2.0	\$ 225.00	\$ 450.00
14	Committee Feedback	Kelby Bosshardt	2.0	\$ 185.00	\$ 370.00
15	Final Report Production	Kelby Bosshardt	5.0	\$ 185.00	\$ 925.00
TBD	Public Meeting (preparation and meeting)	Kelby Bosshardt	7.4	\$ 185.00	\$ 1,375.00
TBD	Public Meeting (preparation and meeting)	Adam Hughes	5.0	\$ 225.00	\$ 1,125.00
Various	Coalition Building and Financial Strategy	Matthew Godfrey	6.0	\$ 225.00	\$ 1,350.00
Various	Coalition Building and Financial Strategy	Adam Hughes	6.0	\$ 225.00	\$ 1,350.00
Various	Coalition Building and Financial Strategy	Kelby Bosshardt	9.7	\$ 185.00	\$ 1,800.00
<b>Total</b>			<b>189.0</b>		<b>\$ 36,500.00</b>

**Expanded Flight Program Project: Milestone Deliverable pricing**

<b>Aircraft Maintenance, Repair, and Overhaul Operation</b>	
<b>Item</b>	<b>Cost</b>
Conduct a feasibility analysis that will determine the regional demand for MRO services, and will present a case for how much demand an operation in Rangely would be able to capture. The feasibility study will also inventory existing assets, and will provide recommendations for what additional facilities or resources would be necessary to support an MRO operator;	\$22,000
Assist the community in applying for designation as an Aviation Development Zone; Better City will outline requirements, contact pertinent agencies, and prepare documents as necessary to guide the community through the application process;	\$3,500

**Expanded Flight Program Project: Line item pricing**

<b>Aircraft Maintenance, Repair, and Overhaul Operation</b>					
Week	Scope of Work Element	Consultant	Hours	Hourly Rate	Extended Cost
18 through 23	Feasibility Study Data Gathering	Adam Hughes	8.0	\$ 225.00	\$ 1,800.00
18 through 23	Feasibility Study Data Gathering	Kelby Bosshardt	30.0	\$ 185.00	\$ 5,550.00
18 through 23	Feasibility Study Data Gathering	Jason Godfrey	15.0	\$ 180.00	\$ 2,700.00
24 through 26	Feasibility Study Data Analysis	Adam Hughes	6.0	\$ 225.00	\$ 1,350.00
24 through 26	Feasibility Study Data Analysis	Kelby Bosshardt	20.0	\$ 185.00	\$ 3,700.00
24 through 26	Feasibility Study Data Analysis	Ryan Englund	5.0	\$ 185.00	\$ 925.00
25	Report Compilation	Kelby Bosshardt	18.0	\$ 185.00	\$ 3,330.00
25	Report Compilation	Jason Godfrey	2.5	\$ 180.00	\$ 450.00
26	Draft Review	Adam Hughes	2.0	\$ 225.00	\$ 450.00
26	Committee Feedback	Adam Hughes	2.0	\$ 225.00	\$ 450.00
26	Committee Feedback	Kelby Bosshardt	2.0	\$ 185.00	\$ 370.00
27	Final Report Production	Kelby Bosshardt	5.0	\$ 185.00	\$ 925.00
TBD	Aviation Development Zone Designation	Adam Hughes	7.0	\$ 225.00	\$ 1,575.00
TBD	Aviation Development Zone Designation	Kelby Bosshardt	10.4	\$ 185.00	\$ 1,925.00
<b>Total</b>			<b>132.9</b>		<b>\$ 25,500.00</b>

**Outdoor Recreation & River Project: Milestone Deliverable pricing**

<b>Outdoor Recreation and River Project</b>	
<b>Item</b>	<b>Cost</b>
Coordinate with the Town and the Recreation district to determine the goals and the vision for the river recreation developments; Assist in selecting an organization to create a river master plan, and provide project management services to ensure that the delivered plan meets all of the goals and requirements of the Town and Recreation District;	\$3,500
Determine and structure strategic partnerships between the Recreation District, the Town, and the Conservancy District and other entities as necessary to ensure that implementation projects have the political support necessary; Coordinate with the Town and the public regarding which elements of the master plan are the highest priority;	\$4,500

**Outdoor Recreation & River Project: Line item pricing**

<b>Outdoor Recreation and River Project</b>					
Week	Scope of Work Element	Consultant	Hours	Hourly Rate	Extended Cost
TBD	Coordination to create vision and goals for the project	Adam Hughes	6.0	\$ 225.00	\$ 1,350.00
TBD	Coordination to create vision and goals for the project	Kelby Bosshardt	11.6	\$ 185.00	\$ 2,150.00
Various	Structure Strategic Partnerships	Adam Hughes	10.1	\$ 225.00	\$ 2,280.00
Various	Structure Strategic Partnerships	Kelby Bosshardt	12.0	\$ 185.00	\$ 2,220.00
<b>Total</b>			<b>39.8</b>		<b>\$ 8,000.00</b>

### Rio Blanco Schedule

<b>Project Begins</b>	February 9, 2016
<b>Project Completion</b>	December 31, 2016

# 13 – Informational Items

February 1, 2016

# Bennet, Gardner Introduce Amendment to Return Mineral Lease Revenues to Northwest Colorado Counties

**Washington, DC** - Colorado U.S. Senator Michael Bennet has introduced an amendment cosponsored by Senator Cory Gardner forcing the federal government to return revenues that are rightfully owed to Northwest Colorado. The long overdue oil and gas lease revenues were collected to clean up the former Anvil Points federal oil shale research site near Rifle. Following the clean-up, which ended in 2013, tens of millions of dollars that should have been distributed according to the Mineral Leasing Act remained in an unused account in the Department of the Interior.

"These are royalty revenues that are rightfully due to counties in Northwest Colorado that have waited too long for their return," **Bennet said**. "Tens of millions of dollars that can be put to good use for local economic development are locked in an account in Washington. Our amendment is commonsense. It unlocks the payments and distributes them as all other oil and gas lease revenues are distributed - half to the state and local counties, and half to the federal Treasury."

"It's far past time that the federal government hands over the millions of dollars that communities in Northwest Colorado expected to receive years ago," **said Gardner**. "While this revenue could boost our local communities, it continues to collect dust in an unused account. That's why our amendment requires the federal government to deliver on its promise."

The U.S. Navy opened the Anvil Points research site in the 1940s to pioneer oil shale mining, processing, and research. It was decommissioned in 1986 and transferred to the Bureau of Land Management (BLM) by the 1997 Transfer Act. That law required that cleanup of the site would be paid for by revenues from nearby oil and gas leasing.

By the time BLM certified that it had sufficient funds for cleanup in 2008, the fund had generated more than enough money. However, due to an oversight in the 1997 Transfer Act, the excess revenues cannot be distributed. The Bennet-Gardner amendment would allow these revenues to be distributed in accordance with the Mineral Leasing Act.

"AGNC members are pleased that there may finally be a resolution to the delivery of federal mineral lease funding withheld from them in relation to the Anvil Points clean up," **said Bonnie Petersen, Executive Director of the Associated Governments of Northwest Colorado**. "It has been nearly two decades since these funds were withheld from NW Colorado counties to offset impacts of the development and several years since the clean-up was accomplished. We appreciate our federal delegation working so diligently to get these funds back to the counties impacted, especially as the NW Colorado region continues to lag recovery from the great recession."

Second Regular Session  
Seventieth General Assembly  
STATE OF COLORADO

INTRODUCED

LLS NO. 16-0730.01 Ed DeCecco x4216

SENATE BILL 16-097

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SENATE SPONSORSHIP

Scott, Baumgardner, Cooke

HOUSE SPONSORSHIP

Coram,

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Senate Committees

Agriculture, Natural Resources, & Energy

House Committees

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A BILL FOR AN ACT

101 CONCERNING MEASURES TO ENSURE THAT REVENUE RELATED TO THE  
102 SEVERANCE OF MINERALS IN THE STATE IS USED IN AREAS MOST  
103 IMPACTED BY THE SEVERANCE.

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Bill Summary

*(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://www.leg.state.co.us/bills summaries>.)*

The bill prohibits transfers to the general fund from the following funds (mineral severance fund):

- ! Higher education federal mineral lease revenues fund (**section 2**);
- ! Higher education maintenance and reserve fund (section 2);

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.

*Capital letters indicate new material to be added to existing statute.*

*Dashes through the words indicate deletions from existing statute.*

- ! Local government permanent fund (**section 4**);
- ! Local government mineral impact fund (section 4); or
- ! Local government severance tax fund (**section 5**).

In addition, the governor is prohibited from restricting the money in each of these funds from being used as required by law for the purpose of saving the restricted money for a future transfer to the general fund.

For purposes of preparing the annual general appropriation act, **section 1** of the bill limits the joint budget committee's ability to use money in the mineral severance fund for any purpose that is not authorized by law or that does not benefit the political subdivisions impacted by the severance of minerals, and **section 3** imposes the same limitation on the governor when he or she proposes an annual executive budget. Section 1 also restricts the joint budget committee from introducing legislation to waive this limitation.

Section 5 changes the allocation of the money in the local government severance tax fund. The proportion of the fund used for direct distributions is increased from 30% to 60%, and the proportion of the fund used for grants is decreased from 70% to 40%. In addition, the executive director is restricted to only giving a grant to a political subdivision that received more than \$200,000 from its direct distribution in the prior state fiscal year.

1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1.** In Colorado Revised Statutes, **add 2-3-209** as  
 3 follows:

4 **2-3-209. Limitation - annual general appropriation act -**  
 5 **legislative declaration - definitions.** (1) THE GENERAL ASSEMBLY  
 6 HEREBY FINDS AND DECLARES THAT, EVEN WHEN ECONOMIC CONDITIONS  
 7 ARE POOR, THE GENERAL ASSEMBLY SHOULD NOT TAKE MONEY AWAY  
 8 FROM THE COMMUNITIES MOST IMPACTED FROM THE SEVERANCE OF  
 9 MINERALS IN THIS STATE AND USE THAT MONEY TO PAY FOR THE GENERAL  
 10 EXPENSES OF STATE GOVERNMENT. THEREFORE, THE LIMITATIONS IN THIS  
 11 SECTION ARE DESIGNED TO ENSURE THAT THE COMMITTEE PREPARES THE  
 12 ANNUAL GENERAL APPROPRIATION ACT CONSISTENT WITH THIS INTENTION.

13 (2) AS USED IN THIS SECTION, "MINERAL SEVERANCE FUND" MEANS

1 THE:

2 (a) HIGHER EDUCATION FEDERAL MINERAL LEASE REVENUES FUND  
3 AND THE HIGHER EDUCATION MAINTENANCE AND RESERVE FUND, BOTH  
4 CREATED IN SECTION 23-19.9-102, C.R.S.;

5 (b) LOCAL GOVERNMENT PERMANENT FUND AND THE LOCAL  
6 GOVERNMENT MINERAL IMPACT FUND, BOTH CREATED IN SECTION  
7 34-63-102, C.R.S.; OR

8 (c) LOCAL GOVERNMENT SEVERANCE TAX FUND CREATED IN  
9 SECTION 39-29-110, C.R.S.

10 (3) THE COMMITTEE SHALL NOT APPROVE FOR INTRODUCTION AN  
11 ANNUAL GENERAL APPROPRIATION ACT THAT:

12 (a) INCLUDES APPROPRIATIONS FROM A MINERAL SEVERANCE FUND  
13 IF THE APPROPRIATIONS ARE FOR ANY PURPOSE THAT IS NOT CURRENTLY  
14 AUTHORIZED BY LAW OR THAT DOES NOT BENEFIT POLITICAL SUBDIVISIONS  
15 SOCIALLY OR ECONOMICALLY IMPACTED BY THE DEVELOPMENT,  
16 PROCESSING, OR ENERGY CONVERSION OF MINERALS AND MINERAL FUELS  
17 SUBJECT TO THE STATE SEVERANCE TAX;

18 (b) APPROPRIATES MONEY FROM A MINERAL SEVERANCE FUND TO  
19 THE GENERAL FUND OR ANY OTHER CASH FUND; OR

20 (c) APPROPRIATES MONEY FROM THE GENERAL FUND OR ANY CASH  
21 FUND THAT WAS TRANSFERRED FROM A MINERAL SEVERANCE FUND.

22 (4) THE COMMITTEE SHALL NOT PROPOSE LEGISLATION TO AMEND  
23 ANY PROVISION IN THIS SECTION OR TO TRANSFER MONEY FROM A MINERAL  
24 SEVERANCE FUND TO ANY OTHER FUND.

25 **SECTION 2.** In Colorado Revised Statutes, 23-19.9-102, **add** (3)  
26 as follows:

27 **23-19.9-102. Higher education federal mineral lease revenues**

1 **fund - higher education maintenance and reserve fund - creation -**  
2 **sources of revenues - use. (3) BEGINNING JANUARY 1, 2016:**

3 (a) TRANSFERS FROM THE REVENUES FUND OR THE MAINTENANCE  
4 AND RESERVE FUND TO THE GENERAL FUND ARE PROHIBITED; AND

5 (b) THE GOVERNOR SHALL NOT RESTRICT THE USE OF MONEY IN  
6 THE REVENUES FUND OR THE MAINTENANCE AND RESERVE FUND FOR THE  
7 PURPOSE OF SAVING THE RESTRICTED MONEYS FOR A FUTURE TRANSFER TO  
8 THE GENERAL FUND.

9 **SECTION 3.** In Colorado Revised Statutes, **amend** 24-37-301 as  
10 follows:

11 **24-37-301. Executive budget responsibility - definitions.**

12 (1) The governor, as chief executive, shall annually evaluate the plans,  
13 policies, and programs of all departments of the state government. He OR  
14 SHE shall direct the formulation of his OR HER decisions into a financial  
15 plan encompassing all sources of revenue and expenditure. He OR SHE  
16 shall propose this plan for the consideration of the general assembly in the  
17 form of an annual executive budget consisting of operating expenditures,  
18 capital construction expenditures, estimated revenues, and special  
19 surveys. Proposed expenditures in the budget shall not exceed estimated  
20 moneys available. After legislative review and modification, if any, of the  
21 budget and appropriation of the moneys therefor, the governor shall  
22 administer the budget.

23 (2) THE GOVERNOR SHALL NOT PROPOSE IN HIS OR HER ANNUAL  
24 EXECUTIVE BUDGET THAT MONEY FROM A MINERAL SEVERANCE FUND BE  
25 USED FOR ANY PURPOSE THAT IS NOT CURRENTLY AUTHORIZED BY LAW OR  
26 THAT DOES NOT BENEFIT POLITICAL SUBDIVISIONS SOCIALLY OR  
27 ECONOMICALLY IMPACTED BY THE DEVELOPMENT, PROCESSING, OR

1 ENERGY CONVERSION OF MINERALS AND MINERAL FUELS SUBJECT TO THE  
2 STATE SEVERANCE TAX. AS USED IN THIS SUBSECTION (2), "MINERAL  
3 SEVERANCE FUND" MEANS THE:

4 (a) HIGHER EDUCATION FEDERAL MINERAL LEASE REVENUES FUND  
5 AND THE HIGHER EDUCATION MAINTENANCE AND RESERVE FUND, BOTH  
6 CREATED IN SECTION 23-19.9-102, C.R.S.;

7 (b) LOCAL GOVERNMENT PERMANENT FUND AND THE LOCAL  
8 GOVERNMENT MINERAL IMPACT FUND, BOTH CREATED IN SECTION  
9 34-63-102, C.R.S.; OR

10 (c) LOCAL GOVERNMENT SEVERANCE TAX FUND CREATED IN  
11 SECTION 39-29-110, C.R.S.

12 **SECTION 4.** In Colorado Revised Statutes, 34-63-102, **add** (8)  
13 as follows:

14 **34-63-102. Creation of mineral leasing fund - distribution -**  
15 **advisory committee - local government permanent fund created -**  
16 **definitions - transfer of moneys - repeal.** (8) BEGINNING JANUARY 1,  
17 2016:

18 (a) TRANSFERS FROM THE LOCAL GOVERNMENT PERMANENT FUND  
19 OR THE LOCAL GOVERNMENT MINERAL IMPACT FUND TO THE GENERAL  
20 FUND ARE PROHIBITED; AND

21 (b) THE GOVERNOR SHALL NOT RESTRICT THE USE OF MONEY IN  
22 THE LOCAL GOVERNMENT PERMANENT FUND OR THE LOCAL GOVERNMENT  
23 MINERAL IMPACT FUND FOR THE PURPOSE OF SAVING THE RESTRICTED  
24 MONEY FOR A FUTURE TRANSFER TO THE GENERAL FUND.

25 **SECTION 5.** In Colorado Revised Statutes, 39-29-110, **amend**  
26 (1) (b) (I) and (1) (c) (I) introductory portion; and **add** (8) as follows:

27 **39-29-110. Local government severance tax fund - creation -**

1     **administration - definitions.** (1) (b) (I) (A) FOR STATE FISCAL YEARS  
2     PRIOR TO JULY 1, 2016, seventy percent of the funds from the local  
3     government severance tax fund shall be distributed to those political  
4     subdivisions socially or economically impacted by the development,  
5     processing, or energy conversion of minerals and mineral fuels subject to  
6     taxation under this article and used for the planning, construction, and  
7     maintenance of public facilities and for the provision of public services.

8             (B) FOR STATE FISCAL YEARS COMMENCING ON OR AFTER JULY 1,  
9     2016, FORTY PERCENT OF THE FUNDS FROM THE LOCAL GOVERNMENT  
10    SEVERANCE TAX FUND SHALL BE DISTRIBUTED TO THOSE POLITICAL  
11    SUBDIVISIONS THAT IN A DIRECT MANNER ARE SOCIALLY OR  
12    ECONOMICALLY IMPACTED BY THE DEVELOPMENT, PROCESSING, OR  
13    ENERGY CONVERSION OF MINERALS AND MINERAL FUELS SUBJECT TO  
14    TAXATION UNDER THIS ARTICLE AND USED FOR THE PLANNING,  
15    CONSTRUCTION, AND MAINTENANCE OF PUBLIC FACILITIES AND FOR THE  
16    PROVISION OF PUBLIC SERVICES. THE EXECUTIVE DIRECTOR SHALL NOT  
17    DISTRIBUTE ANY MONEY UNDER THIS SUB-SUBPARAGRAPH (B) TO A  
18    POLITICAL SUBDIVISION THAT RECEIVES LESS THAN TWO HUNDRED  
19    THOUSAND DOLLARS UNDER PARAGRAPH (c) OF THIS SUBSECTION (1) IN  
20    THE PRIOR STATE FISCAL YEAR.

21            (C) Such funds shall also be distributed to political subdivisions  
22    to compensate them for loss of property tax revenue resulting from the  
23    deduction of severance taxes paid in the determination of the valuation  
24    for assessment of producing mines. The executive director of the  
25    department of local affairs shall consider the economic needs of a  
26    political subdivision for purposes of making distributions pursuant to this  
27    subparagraph (I).

1           (c) (I) ~~For state fiscal years commencing prior to July 1, 2008, an~~  
2 ~~amount equal to thirty percent of said gross receipts credited to the local~~  
3 ~~government severance tax fund shall be distributed to counties or~~  
4 ~~municipalities on the basis of the proportion of employees of the mine or~~  
5 ~~related facility or crude oil, natural gas, or oil and gas operation who~~  
6 ~~reside in any such county's unincorporated area or in any such~~  
7 ~~municipality to the total number of employees of the mine or related~~  
8 ~~facility or crude oil, natural gas, or oil and gas operation. Such~~  
9 ~~distribution shall be made on the basis of the report required in paragraph~~  
10 ~~(d) of this subsection (1).~~ For state fiscal years commencing on or after  
11 July 1, 2008, BUT PRIOR TO JULY 1, 2016, thirty percent of ~~said~~ THE gross  
12 receipts credited to the local government severance tax fund, ~~shall be~~ AND  
13 FOR STATE FISCAL YEARS COMMENCING ON OR AFTER JULY 1, 2016, SIXTY  
14 PERCENT OF THE GROSS RECEIPTS CREDITED TO THE FUND, ARE allocated  
15 to counties based upon the following factors:

16           (8) BEGINNING JANUARY 1, 2016, TRANSFERS FROM THE LOCAL  
17 GOVERNMENT SEVERANCE TAX FUND TO THE GENERAL FUND ARE  
18 PROHIBITED AND THE GOVERNOR SHALL NOT RESTRICT THE USE OF MONEY  
19 IN THE FUND FOR THE PURPOSE OF SAVING THE RESTRICTED MONEY FOR A  
20 FUTURE TRANSFER TO THE GENERAL FUND.

21           **SECTION 6. Safety clause.** The general assembly hereby finds,  
22 determines, and declares that this act is necessary for the immediate  
23 preservation of the public peace, health, and safety.