



Town of Rangely Council Meeting

February 25, 2014
7:00 p.m.

1 – Agenda

AGENDA
RANGELY BOARD OF TRUSTEES (TOWN COUNCIL)
Regular Meeting of February 25, 2014
***** 7:00 P.M. *****
Council Chambers - Municipal Building

Frank Huitt, Mayor	
Brad Casto, Mayor Pro Tem	Dan Eddy, Trustee
Lisa Hatch, Trustee	Joseph Nielsen, Trustee
Clayton Gohr, Trustee	Elaine Urie, Trustee



-
1. Call to Order
 2. Roll Call
 3. Invocation
 4. Pledge of Allegiance
 5. Minutes of Meeting
 - A. Approval of Minutes of January 28, 2014. (Submitted)
 6. Petitions and Public Input
 7. Changes to Agenda
 8. Public Hearings (7:15)
 - A. Public Hearing Special Event Liquor License CNCC Foundation Dinner, March 29, 2014
 - B. Public Hearing Resolution 2014-02 authorizing the completion of an
“INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF RANGELY AND THE WESTERN RIO BLANCO METROPOLITAN RECREATION AND PARK DISTRICT REGARDING THE TRANSFER OF PARK LAND AND OPEN SPACE FROM THE TOWN TO THE DISTRICT”.
 9. Committee/Board Meetings
 10. Supervisor Reports – See Attached
 11. Report from Officers –Town Manager Update
 12. New Business
 - A. Discussion and Action to approve Special Event Liquor License CNCC Foundation Dinner, March 29, 2014.
 - B. Discussion and Action to approve January 2014 Financial Recap
 - C. Discussion and Action to approving Resolution 2014-02 “INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF RANGELY AND THE WESTERN RIO BLANCO METROPOLITAN RECREATION AND PARK DISTRICT REGARDING THE TRANSFER OF PARK LAND AND OPEN SPACE FROM THE TOWN TO THE DISTRICT”.
 - D. Discussion and Action to approve a request for an AGNC Technical Assistance Grant Application in the amount of \$5,000 with an equal match.
 - E. Discussion and Action to approve the letter to Chairman Priebus in support of the Denver bid to host the 2016 Republican National Convention.

- F. Discussion and Action to approve the time change of the March 11th Town Council Meeting from 7:00pm to 7:30pm to allow Council Members to attend the RBC Justice Center Presentation at the Weiss Conference Center on March 11th at 6:00pm.

13. Informational Items

- A. RBC Water Conservancy – Special Meeting Feb 26, 2014 at 7:00pm – Weiss Conf. Rm.
- B. Community networking meeting is scheduled for Feb 25 at 12:00 p.m. - Weiss Conf. Rm.
- C. AGNC meeting is scheduled for Feb 20, 2014 in Palisade (Awaiting Agenda)
- D. **IMPORTANT MEETING ATTENDANCE REQUEST:** Information gathering meeting February 24th, 2014 at the Administration Bldg at 200 Main in Meeker to discuss ownership components, maintenance, upgrading and improving the fiber optic systems.
- E. **IMPORTANT MEETING ATTENDANCE REQUEST:** Justice Center unveiling at the Weiss Conference Center on March 11th. *Time is yet to be announced.*
- F. Understanding Water Law: Know Your Rights and Responsibilities – Monday March 3, 2014, 6-8 PM at the RBC Fairgrounds, 4-H Meeting Room
- G. RBC Justice Center Presentation on March 11th at 6:00pm at the Weiss Conference Center
- H. March 11th Town Council Meeting Delayed from 7:00pm to 7:30pm.

14. Scheduled Announcement - Local Meetings – March 2014

- A. Rangely School District board meeting is scheduled for March 18, 2014 at 6:15 p.m.
- B. Rangely District Library regular meeting March 17, 2014 at 5:00 p.m.
- C. Rangely District Hospital board meeting is scheduled for March 27, 2014 at 7:00 p.m.
- D. Rural Fire Protection Dist board meeting is scheduled for March 17, 2014 at 7:00 p.m.
- E. Western Rio Blanco Park & Recreation District meeting March 10, 2014 at 7:00 p.m.
- F. Rio Blanco Water Conservancy Dist board meeting is March 26, 2014 at 7:00 p.m.
- G. Rangely Chamber of Commerce board meeting is scheduled for March 20, 2014 at 12:00

15. Adjournment

5 – Minutes

MINUTES
RANGELY BOARD OF TRUSTEES (TOWN COUNCIL)
Regular Meeting of February 11, 2014
***** 7:00 P.M. *****
Council Chambers - Municipal Building

Frank Huitt, Mayor		
Brad Casto, Mayor Pro Tem		Dan Eddy, Trustee
Lisa Hatch, Trustee		Joseph Nielsen, Trustee
Clayton Gohr, Trustee		Elaine Urie, Trustee

1. Call to Order
2. Roll Call *Frank Huitt, Brad Casto, Dan Eddy, Lisa Hatch, Joseph Nielsen and Clayton Gohr present, Elaine Urie was absent.*
3. Invocation *Lisa Hatch presented the invocation*
4. Pledge of Allegiance *Peter Brixius lead the pledge of allegiance*
5. Minutes of Meeting
 - A. Approval of Minutes of January 28, 2014. (Submitted) *Clayton Gohr motioned to approve the minutes of January 28, 2014, Joe Nielsen seconded, motion passed*
6. Petitions and Public Input *Lisa Piering introduced Kristin Steele, the new Rangely Area Chamber director to introduce herself to the Town Council. Kristin presented a brief update on some of the Chambers focus and upcoming events.*

Dale Files wanted to voice his concern about the water rates being increased again. He was concerned about the frequency of the increases. The council responded that Mr. Files should talk with Town Manager, Peter Brixius, and possibly even go out and tour the Water Treatment Facility. Expanding on the council's explanation, Peter explained that each of the Enterprise Funds must support themselves. The increase is approximately 3% which basically covers cost of living and the increase in inflation. The state of Colorado requires that we maintain a certain amount in reserves in each fund and also requires regulatory upgrades which the fund must support also. If the State of Colorado realizes that the funds are not supporting the reserves and themselves the Town does not qualify for grant and loan opportunities, which in the past have benefited our community greatly. Comparisons of other communities were taken into consideration before the increases were proposed.

Calvin White asked for the increased rates and what they currently are and also voiced his concern about the frequency of increases.
7. Changes to Agenda
 - A. New Business Item E. - Discussion and action to approve Energy and Mineral Impact Assistance Program Application (Supplemental to Water Treatment Plant Phase II Grant # 7235)
 - B. Personnel Committee – February 3, 2014
8. Public Hearings (7:15)
 - A. Public Hearing Permit Application Retail Warehouse Storage Permit for Pinyon Tree Liquors *Vicky Pfennig clarified that this permit application was to increase storage within his existing store. No other comment.*

B. SECOND READING Ordinance #684 of the Town of Rangely Amending Sections 13.04.130 A and B and 13.12.170 of the Rangely Municipal Code to increase the water and wastewater rates to provide sufficient revenues to maintain the balance of water and wastewater enterprise funds *No Further comment*

9. Committee/Board Meetings

A. Personnel Committee Meeting – February 3, 2014 (Attending were Frank Huitt, Brad Casto and Dan Eddy) *The Personnel committee met to discuss the possibility of the departure of Melody Eyl. Since the meeting Melody has left employment with the Town and the department is considering promoting a current employee as lead dispatcher and adding one Jr. dispatcher.*

10. Supervisor Reports – *See Attached - Lisa Piering updated the council on the current election. We have had two candidates pick up petitions, letters have been mailed to all households to inform the electors of their need to make application for absentee ballots.*

11. Report from Officers – *Town Manager Update - Peter Brixius received a call from our DOLA representative to let us know they have funds that do not have applications for in the next round of grant applications. Peter has spent most of the day preparing and forwarding that application to DOLA for the next round which would cover a portion of the escalated quote that was received for Phase II of the WTP. Peter & Mike Englert meant with Lisa Hatch, representative of the Community Garden, to discuss the flower program for 2014. The goal will be to select hardy varieties and fewer varieties that are a better fit for our area and less costly. Dredging on the water treatment pond has revealed a leak. They are researching option and evaluating if we can go through the current summer without taking action immediately. Brad asked if we could measure the actual loss and report those gallons back to the council. He also feels with asking the customers to absorb a rate increase that we need to correct any waste in water loss as quickly and efficiently as possible. The concern with installing a liner is that when dredging needs to happen again it will destroy the liner. Peter will look into the different options and report back to the council. Urie Trucking was chosen as the Industry of the year at the Crab Crack and Sweetbriar was chosen as Business of the Year. Peter will be attending the legislative meetings in Denver at the end of the week. Travelor's insurance has agreed to allow the Town of Rangely to purchase a new air handling unit at Headworks and they will offset the cost with what repairs would have been to the old unit. Rio Mesa Resources is moving forward with the sub-division improvements and we hope to accept the gas and water utility lines in the next couple of months. IGA for the agreement between the Town of Rangely and the WRB Park and Recreation Center. We need to get the agreement approved before the ballot question is presented to the voters on April 1, 2014.*

12. New Business

A. Discussion and Action to Approve Permit Application Retail Warehouse Storage Permit for Pinyon Tree Liquors - *Dan Eddy motioned to approve the Retail Warehouse Storage Permit for Pinyon Tree, Brad Casto seconded, motion passed*

B. Discussion and Action to Approve Ordinance #684 of the Town of Rangely Amending Sections 13.04.130 A and B and 13.12.170 of the Rangely Municipal Code to increase the water and wastewater rates to provide sufficient revenues to maintain the balance of water and wastewater enterprise funds - *Brad Casto motioned to approve Ordinance #684, Clayton Gohr seconded, motion passed Peter Brixius reminded everyone that there would be 30 day period before the rates would be in effect making the rates effective March 31, 2014*

C. Discussion and Action to Approve the January 2014 Check Register - *Brad Casto motioned to approve the January 2013 check register, Lisa Hatch seconded, motion passed*

D. Discussion and Action to Approve the December 2013 Financial Recap - *Clayton Gohr motioned to approve the December 2013 Financial Recap, Dan Eddy seconded, motion passed*

E. Discussion and Action to Approve Energy and Mineral Impact Assistance Program Application for the Rangely Water Treatment Plant Renovation – Phase II – Supplemental in the amount of \$181,179.00. - *Lisa Hatch motion to approve the EIAF Grant application for the Rangely Water Treatment plant in the amount of \$181,179, Brad Casto seconded, motion passed*

13. Informational Items

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- B. Community networking meeting is scheduled for Feb 25 at 12:00 p.m. - Weiss Conf. Rm.
- C. AGNC meeting is scheduled for Feb 20, 2014 in Palisade (Awaiting Agenda)

Peter will email all council on upcoming special meetings

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- G. Rangely Chamber of Commerce board meeting is scheduled for Feb 20, 2014 at 12:00

15. Adjournment

Motion to adjourn the meeting

ATTEST:

RANGELY TOWN COUNCIL

Lisa Piering, Clerk/Treasurer

Frank Huitt, Mayor

8 – Public Hearings

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

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

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

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

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE Colorado Northwestern Community College (CNCC) Foundation	State Sales Tax Number (Required) 98-15145-0000
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2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) CNCC 500 Kennedy Drive Rangely, CO 81648	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) CNCC 500 Kennedy Drive Rangely, CO 81648
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NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE Peggy Rector	05-31-39	259 Crest, Rangely, CO, 81648	970-675-8573

5. EVENT MANAGER	
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6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____	7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____
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8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? Yes No

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

Date March 29, 2014	Date	Date	Date
Hours From 6:00 p .m. To 10:00 p .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.

OATH OF APPLICANT

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

SIGNATURE <i>Peggy Rector</i>	TITLE <i>President - CNCC Fdn</i>	DATE <i>2/12/2014</i>
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REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

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

THEREFORE, THIS APPLICATION IS APPROVED.

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

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

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

(Instructions on Reverse Side)

Resolution 2014-02

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF RANGELY AND THE WESTERN RIO BLANCO METROPOLITAN RECREATION AND PARK DISTRICT REGARDING THE TRANSFER OF PARK LAND AND OPEN SPACE FROM THE TOWN TO THE DISTRICT

This Intergovernmental Agreement (“Agreement”) is made and entered into this _____ day of _____, 2014, by and between the Town of Rangely (“Town”), c/o Town Administrator, 209 E. Main Street, Rangely, CO 81648, and the Western Rio Blanco Metropolitan Recreation and Park District (“District”), a Colorado Title 32 Special District, whose address is 611 S. Stanolind Ave., Rangely, CO 81468.

RECITALS

WHEREAS, the Town owns certain park land commonly known as Hefley Park, Camper Park, East End Park, and a portion of Energy Park. Pursuant to a current agreement between the parties, the District has been managing, operating, maintaining and repairing such park lands; and

WHEREAS, the District desires to construct substantial capital improvements to the park lands and believes, therefore, that it should have title to such park lands; and

WHEREAS, the Town Board of Trustees is willing to convey such park lands and open space to the District subject to approval of the voters as required by C.R.S. Section 31-15-713(1)(a); and

WHEREAS, the Town Board of Trustees has adopted Ordinance No. 681(Series 2013) to place this issue on the ballot for approval by the voters at the April __, 2014 General Municipal Election; and

WHEREAS, the Town and the District desire to enter into this Intergovernmental Agreement for the purpose of defining how the parties will proceed before and after such vote.

NOW THEREFORE, FOR AND IN CONSIDERATION of mutual promises and covenants contained herein the sufficiency which is herein acknowledged the parties agree as follows:

1. AUTHORITY. This Intergovernmental Agreement is entered into pursuant to the provisions of Article XIV of the Colorado Constitution and the provisions of C.R.S. Section 29-1-201 et seq. Both the Town and District are each legally authorized to cooperate and contract

with each other for the purpose of providing, on an intergovernmental basis, the functions, services, and facilities involved in this Agreement.

2. PROPERTY TO BE CONVEYED. As noted above, the Ordinance will place on the April ballot the question of whether to permit the conveyance of the property commonly known as Hefley Park, Camper Park, East End Park, and a portion of Energy Park. The Energy Park boundaries are not yet defined and will require a subdivision by the Town, at its expense, of the property into two parcels, one parcel to be conveyed to the District and one parcel to be retained by the Town. The Town reserves, in its sole discretion, the right to define the boundaries of each of the two parcels. Upon approval by the voters, the Town will diligently proceed with the subdivision process and will provide legal descriptions of the parcel to be conveyed and the parcel to be retained to the District for its review and comment. In the event of any disagreement regarding the boundaries of the two parcels, the Town and District agree to cooperate to resolve such disagreements; provided however, the Town reserves the right to make the final decision regarding such boundaries.

3. LEGAL DESCRIPTION OF OTHER PARCELS. Upon approval of the voters the District will, at its sole expense, diligently undertake a legal survey of Hefley Park, Camper Park and East End Park. Such survey will provide a legal description of each parcel to be transferred. Upon completion of such survey, the District shall submit a copy of the survey and the legal descriptions to the Town for its review and approval. Once approved, such legal descriptions, together with the legal description of the parcel of Energy Park to be conveyed shall be the subject of the conveyance at closing of this transaction.

4. TITLE COMMITMENT. Upon completion of the surveys described in paragraph 2 and 3 above, the Town will cause a mutually agreeable title company to issue a title commitment for an Owner's policy of title insurance in the name of the District for such parcels. Such title commitment shall be for insurance coverage in the amount of \$_____ and shall commit to delete or insure over the standard exceptions and provide gap coverage. The Town, at its sole expense, shall pay the cost of the title insurance policy premium, including any necessary endorsements required to eliminate the standard preprinted exceptions and to provide gap coverage. Both the Town and the District shall have the right to review the title commitment requirements and exceptions. The parties agree to work together to cooperate in the event either party has objections to either the requirements or the exceptions. Once such title commitment is issued, the survey shall be updated to include all Schedule B2 exceptions to title. Further, the survey and legal description shall except and reserve easements for water, sewer, gas, power, fiber optics, and high pressure lines used in oil production that currently exist or need to be established with certainty because such utilities are in place. Water, sewer and gas easements shall be ten feet on each side of the center line of such utilities, unless otherwise previously established.

5. CLOSING. Upon approval by the voters, and satisfaction of the contingencies set forth above, the parties will scheduled a closing date within thirty days of such election for the conveyance of the properties established by the foregoing provisions which are the subject of the title commitment. The form of conveyance at Closing shall be a Bargain and Sale Deed from the Town to the District and shall expressly include all fixtures attached to the properties, and the Town shall provide a good and sufficient bill of sale for any personal property, which shall be inventoried prior to closing. Aside from the title policy premium, any other closing costs shall be split evenly between the parties.

6. UTILITY COSTS. Currently, utilities for the parks are shared between the Town and the District. Upon transfer to the District, all utilities will be transferred into the name of the District only.

7. CONSIDERATION. In consideration for the District's agreement to accept the conveyance of such park lands and open space, and its agreement to operate, maintain, repair, replace, and improve such park lands and open space, the Town agrees, at closing, to provide \$75,000.00 to the District in the form of a grant to be used solely for capital improvements for the construction of new restrooms and a visitors center at Hefley Park, and other capital improvements. The District shall be solely responsible for the actual cost of such improvements and the design, construction and cost of such improvements and shall not be required to obtain the Town's approval for such construction, other than a Location and Extent Review as provided for in C.R.S. Section 31-23-209.

As further consideration for the District's agreements herein, the Town shall provide an additional \$75,000.00 to the District at closing. This amount shall be re-paid to the Town annually in three equal installments, without interest, commencing twelve months after the date of closing and for two years thereafter. In the event of a default by the District, which is not cured within thirty (30) days of the Notice of Default from the Town, the Town may accelerate the remaining debt, charge default interest of 12% per year, and pursue collection, including attorney's fees and costs. The source of such funds from the Town shall be the use of its conservation trust fund.

8. DISTRICT OBLIGATIONS. The District agrees that the lands transferred at closing shall be used solely for park, open space and public recreation purposes for the enjoyment of residents of the Town and District and visitors. In the event the District does not maintain the properties conveyed at closing, the Town shall give a notice of default to the District, including with specificity of the Town's expectations regarding corrective and remedial actions needed to be taken by the District. The District shall be given a reasonable amount of time to correct such deficiencies. In the event the parties disagree regarding the existence of such a default, the parties agree to mediate such dispute. The parties further agree, however, that there shall be no financial obligation on either party under this paragraph or this Agreement that would be considered a violation of TABOR (Tax Payer Bill of Rights), as set forth in Article X,

Section 20 of the Colorado Constitution or result in a financial obligation extending beyond the current fiscal year.

9. OPTION TO PURCHASE. In the event the District desires to transfer any or all of the lands received at closing from the Town, the District shall first give the Town the option to purchase the parcels proposed to be sold or conveyed for the sum of \$100.00. Title shall be conveyed, free and clear of any liens or encumbrances, in the same manner received by the District. The Town, if it desires, may obtain title insurance. All other closing costs shall be paid by the Town. The exercise, or non-exercise, of the Town's option on any given parcel shall not constitute a waiver of the Town's option on the remaining parcels. Each time the option is exercised, the consideration to be paid by the Town to the District shall be \$100.00. This option shall continue as long as legally possible, and shall not be deemed void or invalid in the event a Court issues a final opinion that the Rule against Perpetuities applies to the option provided for herein.

10. RAW WATER IRRIGATION. The District shall utilize the available raw water system for all lawn and garden irrigation within the parks and open space lands conveyed pursuant to this Agreement and shall be solely responsible for the cost of the utilization of such system. The District shall be solely responsible for all costs associated with the irrigation of the parks and open space lands conveyed herein, including operation, maintenance, repair and replacement of the irrigation sprinkler systems.

11. NOTICE. Every notice of other communication required by this Agreement shall be delivered in writing to the address stated below, unless a new address is provided by written notice of one party to the other. Such notice of a change of address or of the identity of the contact person shall not require formal amendment to this Agreement.

Town:
Town of Rangely
Town Administrator
209 E. Main Street
Rangely, CO 81648

District:
Western Rio Blanco Metropolitan Recreation and Park District
Executive Director
611 S. Stanolind Ave.
Rangely, CO 81648

12. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their successors, assigns, heirs, devisees, or transferees.

13. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder, including a subsequent breach of the same agreement.

14. Complete Agreement. This Agreement constitutes the entire and complete agreement of the parties on the subject matter herein. No promise or undertaking has been made by any party, and no understanding exists with respect to the transactions contemplated, except as expressly set forth herein. All prior and contemporaneous negotiations and understandings between the parties are embodied and merged into this Agreement. Subject to the successful passing of the ballot measure and the closing of the transaction contemplated herein the prior agreement between the parties concerning the maintenance of the properties described herein shall automatically terminate and be of no further force and effect.

15. Enforceability. If any covenant, term, condition, or provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein.

16. Governing Law. This Agreement shall be governed by the laws of Colorado, which state also be deemed the place where this Agreement was entered into and the place of performance and transaction of business of the parties. In the event of litigation pertaining to this Agreement, the exclusive forum, venue, and place of jurisdiction shall also be Colorado, unless otherwise designated in writing by the parties.

17. Authority. Each person executing this Agreement represents and warrants that he or she has been duly authorized by one of the parties to execute this Agreement and has authority to bind said party to the terms and conditions hereof.

18. Assignment. Any assignment or attempt to assign any portion of the District or Town's rights or obligations shall be void and of no force and effect unless the assigning party shall have attained the written consent to any such assignment from the other party. Approval of such assignment, if given, shall not release either party from any responsibility or liability under this Agreement.

19. Attorney Fees and Costs. In the event legal action is necessary to enforce the provisions of this Agreement, the prevailing party shall be entitled to damages and reasonable attorney fees and costs to the extent permitted by law.

20. Amendments. This Agreement may be amended from time to time by amendments made by the parties in written form and executed in the same manner as this Agreement.

21. Counterparts. This Agreement may be executed in duplicate counterpart originals, each of which shall constitute an original but all of which shall constitute one and the same agreement.

22. Further Acts. In case at any time after the date hereof, any further action is necessary or desirable to give full effect to the intent and purpose of this Agreement, each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as any other party hereto reasonably may request.

23. Appropriation. No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate any party to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant by any party to or in aid of any person, company, or corporation under applicable Colorado law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth next to their signatures.

TOWN OF RANGELY, COLORADO

Date: _____ By _____
Frank Huitt, Mayor

STATE OF COLORADO)
) ss.
COUNTY OF RIO BLANCO)

Acknowledged, subscribed, and sworn to before me this _____ day of _____, 2014, by Frank Huitt, as Mayor, on behalf of the Town of Rangely.

WITNESS my hand and official seal.
My Commission expires: _____.

Notary Public

WESTERN RIO BLANCO METROPOLITAN
RECREATION AND PARK DISTRICT

Janet McKay, Chairman

STATE OF COLORADO)
) ss.
COUNTY OF RIO BLANCO)

Acknowledged, subscribed, and sworn to before me this ____ day of _____, 2014,
by Janet McKay, as Chairman, of the Western Rio Blanco Metropolitan Recreation and Park
District.

WITNESS my hand and official seal.
My Commission expires: _____.

Notary Public

12 – New Business

Income Statement

Town of Rangely

Month Ending January/2014

GENERAL FUND Revenue	YTD ACTUAL		2014 BUDGET	
	YTD Amount	% of Revenue	Budget 2014	% of Budget Expended
Taxes	\$111,122	74%	\$1,585,540	7.01%
Licenses and Permits	\$3,385	2%	\$23,000	14.72%
Intergovernmental Revenue	\$7,856	5%	\$1,581,500	0.50%
Charges for Services	\$22,583	15%	\$361,229	6.25%
Miscellaneous Revenue	\$5,754	4%	\$234,450	2.45%
Total General Revenue	\$150,700	100%	\$3,785,719	3.98%
GENERAL FUND Operating Expenses	YTD ACTUAL		2014 BUDGET	
	YTD Amount	% of Expenses	Budget 2014	% of Budget Expended
Town Council	\$2,166	1%	\$52,521	4.12%
Court	\$1,814	1%	\$26,337	6.89%
Administration	\$29,329	14%	\$315,242	9.30%
Finance	\$11,235	5%	\$187,759	5.98%
Building & Grounds	\$24,538	11%	\$349,980	7.01%
Economic Development	\$5,480	3%	\$162,259	3.38%
Police Department	\$67,281	31%	\$876,599	7.68%
Animal Shelter	\$8,833	4%	\$90,308	9.78%
Public Works	\$37,328	17%	\$537,926	6.94%
Foundation Trans. & Non Depart. Transfer	\$15,858	7%	\$993,229	1.60%
Total Capital Improvements	\$13,384	6%	\$750,650	1.78%
Total selling expenses	\$217,246	100%	\$4,342,810	5.00%
Net Revenue over Expenditures	(\$66,546)	100%	(\$557,091)	11.95%
WATER FUND Revenue	YTD ACTUAL		2014 BUDGET	
	YTD Amount	% of Revenue	Budget 2014	% of Budget Expended
Water Revenue	\$139,661	100%	\$4,254,982	3.28%
WATER FUND Operating Expenses	YTD ACTUAL		2014 BUDGET	
	YTD Amount	% of Expense	Budget 2014	% of Budget Expended
Water Supply	\$26,909	24%	\$418,446	6.43%
Water Supply Capital Expense	\$70,484	63%	\$2,530,000	2.79%
Water Fund Dept. Transfers and Conting.	\$4,000	4%	\$174,682	2.29%
PW - Transportation & Distribution	\$9,499	8%	\$140,113	6.78%
PW - Transportation & Distrib. Capital Exp	\$0	0%	\$118,000	0.00%
Raw Water	\$1,319	1%	\$45,187	2.92%
Raw Water Capital Expense	\$0	0%	\$25,000	0.00%
Total selling expenses	\$112,211	100%	\$3,451,428	3.25%
Net Revenue over Expenditures	\$27,450	100%	\$803,554	3.42%
GAS FUND Revenue	YTD ACTUAL		2014 BUDGET	
	YTD Amount	% of Revenue	Budget 2014	% of Budget Expended
Gas Revenue	\$213,031	100%	\$1,447,000	14.72%
GAS FUND Operating Expenses	YTD ACTUAL		2014 BUDGET	
	YTD Amount	% of Expense	Budget 2014	% of Budget Expended
Gas Expenses	\$158,375	92%	\$1,117,945	14.17%
Gas Capital Expense	\$0	0%	\$102,000	0.00%
Total Transfers	\$14,583	8%	\$175,000	8.33%
Total Selling Expenses	\$172,958	100%	\$1,394,945	12.40%
Net Revenue over Expenditures	\$40,073	100%	\$52,055	76.98%
Wastewater FUND Revenue	YTD ACTUAL		2014 BUDGET	
	YTD Amount	% of Revenue	Budget 2014	% of Budget Expended
Wastewater Revenue	\$33,728	100%	\$618,597	5.45%
Wastewater FUND Oper Expenses	YTD ACTUAL		2014 BUDGET	
	YTD Amount	% of Expense	Budget 2014	% of Budget Expended

Wastewater Expenses	\$34,835	9%	\$244,870	14.23%
Wastewater Capital Expense	\$354,636	90%	\$285,000	124.43%
Total Transfers	\$4,000	1%	\$48,000	8.33%
General Fund Loan	\$0	0%	\$26,447	0.00%
Total Selling Expenses	\$393,471	100%	\$604,317	65.11%
Net Revenue over Expenditures	(\$359,743)	100%	\$14,280	-2519.21%

Town of Rangely

Month Ending January/2014

Rangely Housing Auth Revenue	YTD ACTUAL		2014 BUDGET	
	YTD Amount	% of Revenue	Budget 2014	% of Budget Expended
Rangely Housing Auth Revenue	\$15,819	100%	\$306,250	5.17%
Rangely Housing Auth Oper Expenses	YTD ACTUAL		2014 BUDGET	
	YTD Amount	% of Expense	Budget 2014	% of Budget Expended
Rangely Housing Auth Expenses	\$16,000	100%	\$142,518	11.23%
Housing Authority Capital Expense	\$0	0%	\$95,000	0.00%
Transfers	\$0	0%	\$71,000	0.00%
Total Expense	\$16,000		\$308,518	5.19%
Net Revenue over Expenditures	(\$181)	100%	(\$2,268)	7.98%
Fund for Public Giving Revenue	YTD ACTUAL		2014 BUDGET	
	YTD Amount	% of Revenue	Budget 2014	% of Budget Expended
Fund for Public Giving Revenue	\$0	100%	\$5,000	0.00%
Fund for Public Giving Oper Expenses	YTD ACTUAL		2014 BUDGET	
	YTD Amount	% of Expense	Budget 2014	% of Budget Expended
Fund for Public Giving Expenses	\$0	100%	\$5,000	0.00%
Net Revenue over Expenditures	\$0	#DIV/0!	\$0	#DIV/0!
Economic Development Revenue	YTD ACTUAL		2014 BUDGET	
	YTD Amount	% of Revenue	Budget 2014	% of Budget Expended
RDA Revenues	\$5,590	100%	\$101,400	5.51%
Economic Development Oper Expenses	YTD ACTUAL		2014 BUDGET	
	YTD Amount	% of Expense	Budget 2014	% of Budget Expended
RDA Expenses	\$6,286	100%	\$87,600	7.18%
Net Revenue over Expenditures	(\$696)	100%	\$13,800	-5.04%
Conservation Trust Revenue	YTD ACTUAL		2014 BUDGET	
	YTD Amount	% of Revenue	Budget 2014	% of Budget Expended
Conservation Trust Revenue (Grant \$136K)	\$0	100%	\$151,000	0.00%
Conservation Trust Oper Expenses	YTD ACTUAL		2014 BUDGET	
	YTD Amount	% of Expense	Budget 2014	% of Budget Expended
Conservation Trust Capital Expense (TRAIL)	\$0	100%	\$177,797	0.00%
Net Revenue over Expenditures	\$0	#DIV/0!	(\$26,797)	0.00%
Housing Assistance Revenue	YTD ACTUAL		2014 BUDGET	
	YTD Amount	% of Revenue	Budget 2014	% of Budget Expended
Housing Assistance Revenue	\$10,626	100%	\$52,500	20.24%
Housing Assistance Oper Expenses	YTD ACTUAL		2014 BUDGET	
	YTD Amount	% of Expense	Budget 2014	% of Budget Expended
Housing Assistance Expenses	\$0	100%	\$138,000	0.00%
Net Revenue over Expenditures	\$10,626	100%	(\$85,500)	-12.43%
Rangely Develop Corp Revenue	YTD ACTUAL		2014 BUDGET	
	YTD Amount	% of Revenue	Budget 2014	% of Budget Expended
Rangely Develop Corp Revenue	\$8	100%	\$4,000	0.20%
Rangely Develop Corp Expenses	YTD ACTUAL		2014 BUDGET	
	YTD Amount	% of Expense	Budget 2014	% of Budget Expended
Rangely Develop Corp Expenses	\$10	100%	\$5,000	0.20%
Net Revenue over Expenditures	(\$2)	100%	(\$1,000)	0.20%



February 25, 2014

Chairman Reince Priebus
Republican National Committee
310 First Street SE
Washington D.C. 20003

Chairman Priebus:

I am writing on behalf of the Town of Rangely in Northwestern Colorado to express our unequivocal support for Denver's bid to host the 2016 Republican National Convention.

Denver has a proven track record of hosting successful conventions and events of this scope and size, which are unlike any other convention. From the 2008 Democratic National Convention to the G8 Summit to 2012 Presidential Debate to numerous presidential visits, Denver has ample hotel rooms, facilities, infrastructure, transportation network and security to guarantee a world class convention. The region's ability to raise the money needed to successfully host such an event is a testament to their ability to work together to highlight the areas unique civic and cultural assets. The area is prosperous, walkable and distinctive and a perfect site to launch a successful presidential campaign.

Colorado's capital possesses many cultural assets that explains why Denver is in the top five of many notable rankings including, Fastest Growing Large City in the United States, Best City for Small Business Employees, Best City for Small Businesses, Best City for Job Seekers, Best City for Startups, Best City in America, Best City in the World for Oil and Gas Careers, Most Literate City, Safest Feeling Metro Area to Walk the Streets, Healthiest Metro Area, Most Active Residents. The Denver metro area understands the unique benefits of hosting a major presidential convention. It would be an honor for all of Colorado to have Denver selected to host the Republican National Convention in 2016.

Please do not hesitate to contact me if you have any questions or need any additional information at (970) 675-8476..

Very Truly Yours,

Mayor Frank Huitt
Rangely, Colorado

13 – Informational Items



RIO BLANCO COUNTY
BOARD OF COUNTY COMMISSIONERS
COUNTY ADMIN BUILDING, 200 MAIN
P.O. BOX I
MEEKER, COLORADO 81641
970-878-9430

February 12, 2014

TO: Governmental and Community Entities

FROM: Teresa Anderson for the County Commissioners

RE: Informational gathering meeting on Fiber needs within the Communities:
February 24, 2014
Administration Building, 200 Main, Meeker
Noon Luncheon Meeting

The County Commissioners are hosting a noon luncheon meeting on Monday, February 24th, County Administration Building, 200 Main, Meeker for governmental and community entities using fiber services. Currently on the roundtable discussion agenda is the ownership of components, maintenance, upgrading and improving the systems. Feel free to bring other agenda items to the table the day of the meeting.

The Commissioners are requesting that a representative of each entity be present along with their IT representative.

The following entities are invited:

Towns of Meeker and Rangely
Sanitation Districts
Library Districts
Hospital Districts
School Districts/CNCC
Recreation Districts
Fire Districts
WREA

Please notify Teresa Anderson, tanderson@co.rio-blanco.co.us, 878-9573, that you plan to attend. See you Monday the 24th.

JON D. HILL
Chairman

JEFFREY D. ESKELSON
Commissioner
bocc@co.rio-blanco.co.us

SHAWN J. BOLTON
Commissioner

**UNDERSTANDING WATER LAW:
KNOW YOUR RIGHTS AND RESPONSIBILITIES**

Monday, March 3, 2014

6-8 pm Rio Blanco Fairgrounds, 4-H Meeting Room

Speakers: Erin Light, Division 6 Engineer, Colorado Division of Water Resources
Water Commissioners Bill Dunham, Brian Romig and Brett Watson

Colorado Water Administration, Local Water Administration
Necessity of Compliant Head Gates and Measuring Devices
Water Efficiency Methods, Low Water Issues
Funding Opportunities for Bringing Structures into Compliance
Water Measurement Displays

For information call Bill Ekstrom at Rio Blanco CSU Extension: 970-878-9790

Partnering Organizations

Rio Blanco CSU Extension, White River and Douglas Creek Conservation Districts
Colorado Division of Water Resources, Community Agriculture Alliance
NRCS, Colorado Parks and Wildlife, Trout Unlimited
Yampa-White-Green Rivers Basin Round Table