



Jay Miller, Mayor
Alan Lambert, Mayor Pro Tem
Richard Carter, Councilor
Keith Lambert, Councilor
Jonathan Rice, Councilor
Jennifer Sanborn, Councilor
Randy Winkler, Councilor

City Hall
City Council Chambers
202 Railroad Avenue
Rifle, CO

Cablecast Live on
Comcast Channel 10

**REVISED
AGENDA**

The City of Rifle will make reasonable accommodations for access to City services, programs, and activities and will make special communication arrangements for persons with disabilities. Please call (970) 665-6405 for assistance.

**REGULAR MEETING
January 2, 2013**

**WORKSHOP 6:00 P.M.
COUNCIL CHAMBERS**

6:00 P.M. Discuss New Ute Theatre (John Hier)

**REGULAR MEETING 7:00 P.M.
COUNCIL CHAMBERS**

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

- 7:00 p.m. 1. Regular Meeting Call to Order and Roll Call
- 7:03 p.m. 2. Consent Agenda – consider approving the following items:
 - A. Posting Place for Public Meetings – Resolution No. 1, Series of 2013
 - B. Memorandum of Agreement for Participation in the Colorado Department of Local Affairs' Main Street Program
 - C. Accounts Payable
 - D. Appointments to Visitor Improvement Fund Advisory Board
- 7:08 p.m. 3. Citizen Comments and Live Call-In ((970) 665-6406)
(For issues NOT on the Agenda. Please limit comments to 3 minutes.)
- 7:11 p.m. 4. Action, if any, on Workshop Items (Mayor Miller)

- 7:15 p.m. 5. Proclamation – Rifle High School Bears Football Day (Mayor Miller)
- 7:25 p.m. 6. Consider amending Rifle Municipal Code changing requirements to Visitor Improvement Fund Advisory Board membership - Ordinance No. 24, Series of 2012 – 2nd reading (John Hier)
- 7:35 p.m. 7. Consider construction management services for Ute Theatre (John Hier)
- 7:45 p.m. 8. Consider agreement with Chamber of Commerce for advertising services (John Hier)
- 7:55 p.m. 9. Discuss proposed street improvement projects for 2013 (Rick Barth)
- 8:05 p.m. 10. Administrative Reports
- 8:15 p.m. 11. Comments from Mayor and Council
- 8:30 p.m. 12. Executive Session - Discussion of a personnel matter under CRS 24-6-402(2)(f) and not involving: (1) any specific employees who have requested discussion of the matter in open session; (2) any member of this body or any elected official; (3) the appointment of any person to fill an office of this body or of an elected official; or (4) personnel policies that do not require the discussion of matters personal to particular employees (John Hier)

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

Next Regular Meeting of Council: January 16, 2013 at 7:00 p.m.



**CITY OF RIFLE, COLORADO
RESOLUTION NO. 1
SERIES OF 2013**

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rifle that the bulletin board located in the foyer at the west entrance to City Hall is hereby designated as the official location for the posting of public meeting notices for the City Council for 2013.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 2nd day of January, 2013.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk



MEMORANDUM

To: City Manager Hier, Mayor Miller and City Council
From: Dana Ingram, Main Street Coordinator, RREDC
Date: December 17, 2012
Re: 2013 Main Street Agreement

The attached agreement is the 2013 Agreement for Participation in the Colorado Department of Local Affairs' Main Street Program. The same agreement was reviewed and signed by Council in 2012. This agreement requires three signatures, one of whom is listed as Chief Elected Official on the agreement, which needs to be signed by Mayor Miller.

Memorandum of Agreement for Participation in the Colorado Department of
Local Affairs' Main Street Program

This Agreement is entered into and executed by the Colorado Department of Local Affairs (DOLA), Downtown Colorado, Inc. (DCI), and **Rifle Main Street**.

I. Agreement

Whereas, this Agreement is for the purpose of said Community to participate as a Candidate in the Colorado Main Street Program, and

Whereas, DOLA administers the Colorado Main Street Program and provides technical assistance and training to selected communities, and

Whereas, DCI provides educational opportunities and technical assistance for downtowns and commercial districts in the State of Colorado.

In consideration of the foregoing and of the mutual promises set forth herein, and intending to be legally bound, the parties hereto agree to the following specifics regarding the Colorado Main Street Program, agree as follows:

A. DOLA agrees to:

1. Act as liaison and facilitate communications between the Candidate Program, the Colorado Main Street Program, other Colorado communities, Downtown Colorado Inc, and the National Trust for Historic Preservation Main Street Center, as they relate to the local Main Street Candidate Program. .
2. Conduct one on-site "Start-Up Visit" in the community for development of a vision, mission statement, goals, objectives, committee start up and organizational development. This visit would include Main Street 101 training.
3. Provide over the phone or via e-mail and webinar advice and technical assistance as requested by the community, within the scope of available resources and expertise.
4. Facilitate and promote ongoing press and/or online coverage of the Colorado Main Street Program and its individual local programs.
5. Provide access to resource materials, including audio-visual and published materials relating to downtown revitalization and specifically organization, design, promotion and economic restructuring.
6. Maintain the Colorado Main Street Facebook page as a way to promote the activities of the local programs.
7. Publish a quarterly Main Street Newsletter, highlighting local programs, partners and resources.

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8. Assist the Candidate Program in local capacity building and fundraising efforts. Assistance may come from additional meetings with DOLA Regional Managers, Main Street Staff, local or state-wide foundations, other state agencies or from established Main Street Communities or through the sharing of best practices.
9. Connect candidate programs with partner services and resources to assist in reducing barriers and solving local problems. These partners include non-profits, other state agencies, federal agencies, private foundations and for-profit businesses.
10. Review quarterly reports and provide guidance and advice for the candidate program to complete a successful application.
11. Establish benchmarks with the candidate program to ensure a successful Main Street application.
12. Conduct an on-site annual review of the candidate's progress towards becoming a Main Street Community.
13. Make available a historic preservation architect to provide, on a first-come, first-served basis, façade schematics, assessments, training and in-fill design work.

B. Community agrees to:

1. Assess the best model for developing a designated Colorado Main Street program. The Candidate should begin to review if the local community will participate and support the process of:
 - a. Completing the Colorado Main Street Application;
 - b. Creating or modifying an existing entity that might house a Main Street program;
 - c. Financially supporting a Main Street program, office (with a computer and email connection), and a part time (20 hr/week) Main Street manager;
 - d. Compiling data and completing quarterly and annual reporting requirements of the Colorado Main Street program;
 - e. Forming four committees (Design, Organization, Promotion, and Economic Restructuring) and a Board to manage a Main Street program;
2. Compile basic marketing and promotions material. These should include high resolution (300dpi) photographs, information on downtown businesses, a list of events in and around the community.
3. Complete basic reporting requirements. This includes quarterly and annual progress reports based on benchmarks established with DOLA. The forms for these reports will be provided by DOLA.
4. Concentrate the program activities within the boundaries of the target area that

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is designated by the local program.

5. Require appropriate staff participation in Main Street meetings and trainings scheduled around the state. The local program, or equivalent, shall be responsible for the staff's travel costs and expenses associated with these meetings.
6. Attend at least three of the following training opportunities in the year:
 - a. DCI Downtown Institutes (Attending at least three of four quarterly Institutes constitutes one training)
 - b. National Main Streets Conference
 - c. International Downtown Association Spring or Annual Conference
 - d. Colorado Preservation Inc. Annual Conference
 - e. DCI Annual Conference
 - f. One Main Street Webinar conducted by DOLA or other approved organization
 - g. Colorado Brownfields Foundation Annual Conference
 - h. Economic Development Council of Colorado Spring or Fall Conference
 - i. Historic Preservation Commission Training

Program staff are required to attend at least three of the continuing education opportunities above. Other industry options, or on-site trainings brought to the local community, for continuing education will be considered but must receive approval by DOLA to meet the requirement prior to attendance. Registration fees for one program representative to attend DCI's Downtown Institutes and Annual Conference are included in the program's annual fee payment.

7. In the event that on-site services are requested, the community must have at least sixty percent (60%) of persons designated to participate in the event committed to attend at least 48 hours before the scheduled event. DOLA reserves the right to cancel said on-site service if this requirement is not met.
8. Assist in local arrangements during on-site and public relations visits to the community, as requested by DOLA.
9. Provide DOLA with one (1) copy of any materials and/or publications relating to the community's Candidate Program. Materials may include board meeting minutes, approved budgets, local training flyers, newsletters, and promotional materials, etc. These items should be submitted at quarterly manager meetings.
10. Present an annual "State of Main Street" report to the local elected body. Submit report to DOLA.
11. Acknowledge being an official Colorado Main Street Candidate Community.

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12. Maintain current Colorado Main Street membership with DCI by rendering annual payments of \$1000.

C. DCI Agrees to:

1. Create a Colorado Main Street membership category that allows for one free registration to all Downtown Institutes and the Annual Conference.
2. Participate in the Main Street selection process as Advisory Committee members.
3. Hold four quarterly trainings and one annual conference.

E. Other conditions:

1. The term of this Agreement shall be for one year, beginning December 31, 2012 and ending December 31, 2013. It may be extended or revised only with the approval of the DOLA Main Street Coordinator, the President of the Board of the Local Program and the Mayor of the Community.
2. Notwithstanding any other provisions of this Agreement, if funds anticipated for continued fulfillment, at the time of the Agreement are, at any time, not forthcoming or insufficient, then DOLA shall have the right to amend or terminate this Agreement without penalty by giving the community not less than sixty (60) days written notice.
3. If the Community fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the community violates any terms of this Agreement, DOLA shall have the right to terminate this Agreement and withhold further services by giving the community not less than sixty (60) days written notice.

II. Compensation

- A. DCI will receive no payment from DOLA for services related to this agreement.
- B. The Community is not required to pay DOLA for services related to this agreement.
- C. DCI is a 501(c) 3 Colorado nonprofit corporation. Tax I.D. number is 74-2236813. Please make all checks payable to "Downtown Colorado, Inc." or "DCI" and write "Main Street Agreement" in the memo section.

III. Representations and Warranties

All parties to this agreement represent and warrant (i) that they have no obligations, legal or otherwise, inconsistent with the terms of this Agreement, (ii) that the performance of the services called for by this Agreement does not and will not violate any applicable law, rule or

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regulation or any proprietary or other right of any third party, (iii) that the parties will not use in the performance of responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that neither party has entered into nor will enter into any agreement (whether oral or written) in conflict with this Agreement.

IV. Entire Agreement and Notice

This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of all parties. Any notice given under this Agreement will be sufficient if it is in writing and if sent by certified or registered mail.

V. Compliance with Law

In connection with his/her services rendered hereunder, all parties agree to abide by all federal, state, and local laws, ordinances and regulations.

VI. Governing Law

This Agreement will be construed in accordance with, and all actions arising hereunder will be governed by, the laws of the State of Colorado.

BY: _____
Chief Elected Official's Signature Date

Print Name Community

BY: _____
Executive Director Date

Print Name DCI

BY: _____
Representative Date

Print Name DOLA

Report Criteria:

Summary report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1003						
Action Shop Services, Inc						
	SI70768	SPARK PLUG	12/18/2012	9.50	.00	
Total 1003:				9.50	.00	
1018						
Valley Lumber						
	75593	SENCO COMPRESSOR	12/14/2012	129.99	.00	
	75641	BULB	12/17/2012	26.97	.00	
	75715	HEX NUT	12/18/2012	174.90	.00	
	75723	REBAR	12/18/2012	7.49	.00	
Total 1018:				339.35	.00	
1022						
Central Distributing Co						
	930538	Supplies	12/12/2012	286.25	.00	
	930539	Supplies	12/12/2012	491.08	.00	
	930540	Supplies	12/12/2012	52.44	.00	
	932117	Supplies	12/27/2012	463.05	.00	
Total 1022:				1,292.82	.00	
1059						
Consolidated Electrical Distr						
	4983-534866	UNV-DM 51	12/13/2012	108.90	.00	
Total 1059:				108.90	.00	
1065						
Dodson Engineered Products Inc						
	163988	GALV BELL REDUCER	12/10/2012	54.20	.00	
Total 1065:				54.20	.00	
1074						
Garfield County Clerk						
	122812	BALLOT PREPARATION	12/28/2012	12,516.17	.00	
Total 1074:				12,516.17	.00	
1105						
Meadow Gold Dairies						
	50212113	DAIRY PRODUCTS/SENIOR CT	12/10/2012	75.32	.00	
	50212182	DAIRY PRODUCTS/SENIOR CT	12/18/2012	100.31	.00	
Total 1105:				175.63	.00	
1110						
Napa Auto Parts						
	262578	REGULAT	12/14/2012	61.99	.00	
	262828	ANTIFREEZE	12/17/2012	24.28	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	263060	SPARK PLUG	12/18/2012	6.78	.00	
	263085	CHOP WHEEL	12/18/2012	16.66	.00	
	263137	T CHAIN	12/19/2012	234.69	.00	
	263152	SPIDER TIGHTNERS	12/19/2012	44.99	.00	
	263513	BULB	12/21/2012	2.08	.00	
Total 1110:				391.47	.00	
1118						
Parts House						
	5613-23613	UJOINT	12/21/2012	21.99	.00	
Total 1118:				21.99	.00	
1120						
Xcel Energy Inc						
	0449572943	300 W 5TH ST UNIT PUMP	12/03/2012	139.64	139.64	12/14/2012
	0449791353	200 RAILROAD	12/04/2012	393.24	393.24	12/14/2012
	0450172719	236 W 4TH ST	12/06/2012	35.24	35.24	12/14/2012
	0450187229	300 W 5TH ST UNIT STAGE	12/06/2012	89.85	89.85	12/14/2012
	34923145	2515 W CENTENNIAL PKWY UN	12/03/2012	5,137.14	5,137.14	12/14/2012
	350297678	STREET LIGHTS	12/11/2012	13,704.80	13,704.80	12/21/2012
	44902661 1203	TRAFFIC LIGHTS	12/03/2012	76.32	76.32	12/14/2012
	449402604	CLOCK	12/03/2012	5.51	5.51	12/14/2012
	449403111	SPRINKLER/FLASHER	12/03/2012	20.13	20.13	12/14/2012
Total 1120:				19,601.87	19,601.87	
1126						
Rifle City Of						
	1453101 12011	50 UTE	12/01/2012	191.75	191.75	12/21/2012
	2003101 12011	201 E. 18th st	12/01/2012	97.86	97.86	12/21/2012
	2005101 12011	1612 RAILROAD	12/01/2012	36.92	36.92	12/21/2012
	2006101 12011	101 S EAST AVE	12/01/2012	111.30	111.30	12/21/2012
	2007101 12011	301 E30TH ST	12/01/2012	36.92	36.92	12/21/2012
	2033001 12011	750 UTE AVE	12/01/2012	66.92	66.92	12/21/2012
	2214101 12011	1500 DOGWOOD DR	12/01/2012	1,154.37	1,154.37	12/21/2012
	2215101 12011	225 EAST AVE	12/01/2012	30.00	30.00	12/21/2012
	2575101 12011	E 4TH ST	12/01/2012	30.00	30.00	12/21/2012
	2975101 12011	1775 W CENTENNIAL PKWY	12/01/2012	30.00	30.00	12/21/2012
	3079101 12011	595 W 24TH ST	12/01/2012	30.00	30.00	12/21/2012
	3221101 12011	000 BROWNING DR	12/01/2012	30.00	30.00	12/21/2012
	3351101 12011	1221 E CENTENNIAL PKWY	12/01/2012	30.00	30.00	12/21/2012
	3641101 12011	360 S 7TH ST B	12/01/2012	30.00	30.00	12/21/2012
	3673101 12011	3100 DOKES LN	12/01/2012	70.12	70.12	12/21/2012
	3677101 12011	2515 WEST CENTENNIAL PARK	12/01/2012	3,417.52	3,417.52	12/21/2012
	3679101 12011	300 W 5TH ST	12/01/2012	36.40	36.40	12/21/2012
	3707101 12011	2515 WEST CENTENNIAL PARK	12/01/2012	30.00	30.00	12/21/2012
	779102 120112	132 e 4th st	12/01/2012	66.92	66.92	12/21/2012
	823101 120112	202 RAILROAD	12/01/2012	97.86	97.86	12/21/2012
	873106 120112	236 w 4th st-Utilites Rental Proper	12/01/2012	81.71	81.71	12/21/2012
Total 1126:				5,706.57	5,706.57	
1138						
Schmueser/Gordon/Meyer, Inc						
	99055P-1	CDOT Water Treatment Plant per	12/17/2012	1,470.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1138:				1,470.00	.00	
1143						
Swallow Oil Company						
	121412	INV 137181	12/14/2012	4,016.05	.00	
Total 1143:				4,016.05	.00	
1184						
Govt Finance Officers Assoc						
	0123002 11291	MEMBER# 181423002/Charles K	11/29/2012	170.00	170.00	12/21/2012
Total 1184:				170.00	170.00	
1188						
Jean's Printing						
	123217	printing	11/29/2012	85.12	.00	
	123291	printing	12/06/2012	158.78	.00	
Total 1188:				243.90	.00	
1252						
Elmer Glass Company/rifle Inc						
	IO16567	36 PANIC HARDWARE	12/14/2012	675.00	.00	
Total 1252:				675.00	.00	
1256						
Resource Engineering, Inc						
	11822	341-10.15 ANTERO RESOURCE	11/30/2012	390.50	.00	
	11823	341-10.27 BBC WATERSHED PE	11/30/2012	142.00	.00	
	11824	341-13.5 ANNUAL STATE WATE	11/30/2012	1,173.00	.00	
Total 1256:				1,705.50	.00	
1258						
Hach Company						
	8064782	SULFURIC ACID	12/10/2012	491.25	.00	
Total 1258:				491.25	.00	
1343						
Pitney Bowes - Purchase Power						
	122112	POSTAGE	12/21/2012	953.88	953.88	12/21/2012
Total 1343:				953.88	953.88	
1348						
Grand Tunnel Ditch Co.						
	121412	2012 IRRIGATIONS SEASON	12/14/2012	3,367.93	3,367.93	12/14/2012
Total 1348:				3,367.93	3,367.93	
1369						
Century Equipment Company						
	GC07335	SEAL DIRECT	12/20/2012	145.38-	.00	
	GP99321	SEAL DIRECT	12/13/2012	145.38	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1369:				.00	.00	
1443						
Orkin Pest Control						
	121412	PEST CONTROL/SR CENTER	12/14/2012	635.56	635.56	12/14/2012
Total 1443:				635.56	635.56	
1473						
Infopak International, Inc						
	00042067	3000 INFOPAK PERMIT	11/01/2012	81.40	81.40	12/21/2012
Total 1473:				81.40	81.40	
1572						
Consolidated Plastics Co. Inc.						
	7323574	AQUASORB PREMIERE MAT	12/10/2012	696.53	.00	
	7324811	DRAIN TOP CUSHION MAT	12/12/2012	302.02	.00	
Total 1572:				998.55	.00	
1653						
Millers Dry Goods						
	121412	Rifle Bucks - Shopping Incentive	12/14/2012	520.00	520.00	12/21/2012
Total 1653:				520.00	520.00	
1672						
National Rifle Association						
	120112	2013 ANNUAL DUES	12/01/2012	200.00	200.00	12/21/2012
Total 1672:				200.00	200.00	
1692						
A-1 Traffic Control						
	29567	SIGN RENTAL	12/03/2012	667.00	.00	
Total 1692:				667.00	.00	
1734						
United Companies/Oldcastle SW Group Inc						
	900688	ROAD BASE	12/05/2012	537.22	.00	
	901185	ROAD BASE	12/10/2012	138.25	.00	
	901186	ROAD BASE	12/10/2012	129.58	.00	
	901338	ROAD BASE	12/11/2012	258.51	.00	
Total 1734:				1,063.56	.00	
1830						
Grand Valley Foods						
	124583	FOOD PRODUCT/SR CENTER	12/13/2012	300.00	.00	
	124604	FOOD PRODUCT/SR CENTER	12/14/2012	395.12	.00	
	124700	FOOD PRODUCT/SR CENTER	12/21/2012	728.28	.00	
	441064	FRYING PANS	12/13/2012	211.80	.00	
Total 1830:				1,635.20	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2021						
Gmco Corporation						
	29401	DUST GARD/STREETS	12/12/2012	1,392.00	.00	
Total 2021:				1,392.00	.00	
2139						
CDW Government, Inc						
	SO608767	HP ULTRIUM	11/01/2012	330.26	330.26	12/14/2012
Total 2139:				330.26	330.26	
2171						
Rifle Sportsman's Club, Inc						
	121012	ANNUAL DUES-2013	12/10/2012	1,500.00	1,500.00	12/21/2012
Total 2171:				1,500.00	1,500.00	
2235						
Acme Alarm Company Inc						
	7644MON	1STQTR MONITORING 2013	12/01/2012	162.00	.00	
Total 2235:				162.00	.00	
2412						
B&H Photo - Video, Inc						
	65757098	ROLAND VR-3 AV MIXER RECO	11/21/2012	1,995.00	1,995.00	12/14/2012
	66474461	MANFROTTO 522SCA CABLE	12/05/2012	278.26	.00	
Total 2412:				2,273.26	1,995.00	
2469						
Pinnacol Assurance						
	16477185	2013 PREMIUM	12/21/2012	131,635.00	.00	
Total 2469:				131,635.00	.00	
2470						
Friends Of Rifle Animal Shltr						
	121912	ELECTRIC UTILITY OVERPAYM	12/19/2012	126.08	126.08	12/21/2012
	1300	FIRST QTR PAYMENT ANIMAL	12/27/2012	20,930.75	.00	
Total 2470:				21,056.83	126.08	
2540						
Walker Electric						
	4346	BANNER POLES FIX	12/10/2012	109.06	109.06	12/14/2012
Total 2540:				109.06	109.06	
2573						
Mountain West Office Products						
	284254I	supplies	12/05/2012	7.12	7.12	12/14/2012
Total 2573:				7.12	7.12	
2846						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Colo Mtn News Media						
	8501489R	AD	11/01/2012	495.00	495.00	12/21/2012
	8531609A 110	AD	11/07/2012	27.09	27.09	12/14/2012
	8581814A 110	AD	11/09/2012	12.14	12.14	12/14/2012
	8583735 11151	RIFLE BUCKS AD	11/15/2012	608.34	608.34	12/14/2012
	8583735 11201	RIFLE BUCKS AD	11/20/2012	304.17	304.17	12/14/2012
	8627964A 112	AD	11/23/2012	15.69	15.69	12/14/2012
	8628023A 112	AD	11/23/2012	13.16	13.16	12/14/2012
	8708538D 121	AD	12/18/2012	57.67	57.67	12/21/2012
	8858735 11191	RIFLE BUCKS AD	11/19/2012	304.17	304.17	12/14/2012
Total 2846:				1,837.43	1,837.43	
2953						
Hoffmeister Painting						
	20908	PAINTING SQUAD ROOM	12/13/2012	2,390.00	2,390.00	12/14/2012
Total 2953:				2,390.00	2,390.00	
2960						
Walmart Community						
	005286	FOOD SUPPLIES	12/05/2012	257.42	257.42	12/14/2012
	011040	SUPPLIES	12/11/2012	23.91	23.91	12/21/2012
	012355	SUPPLIES	12/12/2012	27.23	27.23	12/14/2012
	012704	SUPPLIES	12/12/2012	7.97	7.97	12/21/2012
	013052	SUPPLIES	12/13/2012	53.84	53.84	12/14/2012
	013696	HEATERS	12/13/2012	142.32	142.32	12/14/2012
	017438	SUPPLIES	12/17/2012	13.94	13.94	12/21/2012
Total 2960:				526.63	526.63	
3015						
Kroger/King Sooper Cust Charge						
	020142	PRAB MEETING	12/10/2012	29.82	29.82	12/14/2012
	020238	LUNCH	12/17/2012	64.51	64.51	12/21/2012
	028096	FOOD SUPPLIES	12/10/2012	45.88	45.88	12/21/2012
	080989	XMAS SUPPLIES	12/11/2012	44.23	44.23	12/14/2012
	158379	XMAS PARTY LUNCH	12/05/2012	148.94	148.94	12/14/2012
	259977	FOOD SUPPLIES	12/13/2012	29.86	29.86	12/21/2012
	274103	FOOD SUPPLIES	12/07/2012	93.24	93.24	12/14/2012
	296230	FOOD SUPPLIES	12/14/2012	27.52	27.52	12/21/2012
	304520	FOOD SUPPLIES	12/07/2012	280.63	280.63	12/14/2012
Total 3015:				764.63	764.63	
3052						
Healthstyles Exercise Equipmen						
	8-042746	Treadmill	12/12/2012	2,750.00	.00	
Total 3052:				2,750.00	.00	
3083						
ALSCO						
	1250051	LAUNDRY/senior center	12/04/2012	46.28	.00	
	1253072	LAUNDRY/senior center	12/11/2012	64.58	.00	
	1256106	LAUNDRY/senior center	12/18/2012	54.43	.00	
	1259135	LAUNDRY/senior center	12/25/2012	51.30	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3083:				216.59	.00	
3251						
Mountain Communications And EI						
	209134	GRASS MESA RENTAL	12/01/2012	250.00	250.00	12/14/2012
Total 3251:				250.00	250.00	
3389						
Sandy's Office Supply Inc						
	005259	SUPPLIES	12/10/2012	106.72	106.72	12/14/2012
Total 3389:				106.72	106.72	
3446						
Staples Business Advantage						
	8023870122	supplies	12/01/2012	257.90	257.90	12/14/2012
Total 3446:				257.90	257.90	
3683						
Mid-American Research Chemical						
	0485285-IN	BID BAD ORANGE FLOOR CLEA	12/07/2012	362.91	.00	
Total 3683:				362.91	.00	
3860						
Output Services Inc						
	INV81859	2013 TAX BOOKLETS	11/28/2012	1,268.80	1,268.80	12/14/2012
Total 3860:				1,268.80	1,268.80	
3955						
Holy Cross Energy						
	120212	BEAVER CREEK HEADGATE	12/02/2012	40.89	40.89	12/14/2012
	121412.	Baron Lane St Lights	12/14/2012	19.58	19.58	12/14/2012
Total 3955:				60.47	60.47	
4207						
Radio Shack						
	121712	RIFLE BUCKS	12/17/2012	360.00	360.00	12/21/2012
Total 4207:				360.00	360.00	
4240						
Platinum Plus For Business						
	BARTH 12111	GIFT CERTIFICATE-SNEAD	12/11/2012	25.00	25.00	12/21/2012
	BELL 121112	ITUNES	12/11/2012	1.33	1.33	12/21/2012
	BRAATEN 121	STATE CONFERENCE	12/11/2012	110.87	110.87	12/21/2012
	BRIEDIS 1211	USER FEE WEBTIMECLOCK	12/11/2012	5.97	5.97	12/21/2012
	CAIN 121112	SEMINAR REGISTRATION	12/11/2012	1,628.11	1,628.11	12/21/2012
	CHRISTENSE	FINANCE CHARGE	12/11/2012	1,197.24	1,197.24	12/21/2012
	CHRISTENSE	FINANCE CHARGE-WILL REMO	12/11/2012	31.14	31.14	12/21/2012
	DEUSSEN 121	SAFETY PRACTICES BOOK	12/11/2012	175.91	175.91	12/21/2012
	DEUSSEN 121	CREDIT-BOOK	12/11/2012	44.68-	44.68-	12/21/2012
	DYER 121112	EXPENSES	12/11/2012	638.92	638.92	12/21/2012

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	EDGETON 121	TICKETS VAUDEVILLE REVUE	12/11/2012	199.80	199.80	12/21/2012
	GALLEGOS 12	EXPENSES	12/11/2012	383.46	383.46	12/21/2012
	HIER 121112	LUNCH-	12/11/2012	44.40	44.40	12/21/2012
	KEHOE 11111	LIGHTING CABLES	11/11/2012	133.64	133.64	12/14/2012
	KEHOE 12111	LATE CHARGE/FINANCE CHAR	12/11/2012	76.49	76.49	12/21/2012
	KELTY 121112	ANNUAL CONFERENCE	12/11/2012	323.87	323.87	12/21/2012
	STURGEON 1	PLANNIN ZONING MEETING	12/11/2012	64.88	64.88	12/21/2012
	TAYLOR 1211	PICK UP TRUCK GAS/FOOD	12/11/2012	67.57	67.57	12/21/2012
	WHITMORE 12	PRAB MEETING	12/11/2012	506.70	506.70	12/21/2012
	WILSON 12111	FUELMAN FUEL REBATE	12/11/2012	76.57	76.57	12/21/2012
Total 4240:				5,647.19	5,647.19	
4345						
Helen Artist-Rogers/HR Design						
	122812	DDA MANAGEMENT	12/28/2012	2,500.00	.00	
Total 4345:				2,500.00	.00	
4406						
Rifle Creek Stone Inc						
	30480	ROAD BASE	11/20/2012	106.59	.00	
	30481	ROAD BASE	11/26/2012	15.27	.00	
Total 4406:				121.86	.00	
4630						
Kirkman, Ula						
	109	PERFORMANCE/SR CENTER	12/06/2012	75.00	75.00	12/14/2012
Total 4630:				75.00	75.00	
4761						
Colo River Water Conservation						
	121412	RUEDI COST SHARING AGREE	12/14/2012	594.98	594.98	12/14/2012
Total 4761:				594.98	594.98	
4811						
United Site Services Inc						
	114-977563	ROLL OFF 20 YD-CEMETERY	11/30/2012	503.50	.00	
Total 4811:				503.50	.00	
4828						
Quadna, Inc						
	5521770	SHAFT SEAL	12/11/2012	289.86	.00	
Total 4828:				289.86	.00	
4937						
Stilson, Linda						
	121712	DINNER STAFF	12/17/2012	80.32	80.32	12/21/2012
Total 4937:				80.32	80.32	
4963						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Intellipay Inc	559	transaction fee	11/30/2012	125.64	125.64	12/14/2012
Total 4963:				125.64	125.64	
4967						
Touch Tone Communications	113012	OM	11/30/2012	195.38	195.38	12/14/2012
Total 4967:				195.38	195.38	
5253						
FASTENAL	53968	N95 VAL PARTRESP	12/05/2012	12.15	.00	
Total 5253:				12.15	.00	
5413						
Bruno, Colin, Jewell & Lowe PC	113012	Legal Fees	11/30/2012	3,775.80	3,775.80	12/14/2012
Total 5413:				3,775.80	3,775.80	
5503						
JAY-MAX SALES	225311-00	COTTON RAGS	12/18/2012	34.00	.00	
Total 5503:				34.00	.00	
5516						
Rifle City Petty Cash - PD	121412	CIVIL FILING FEES	12/14/2012	56.00	56.00	12/14/2012
	121412.	postage	12/14/2012	10.60	10.60	12/14/2012
Total 5516:				66.60	66.60	
5558						
Midland Art Co, LLC	121412	Rifle Bucks - Shopping Incentive	12/14/2012	680.00	680.00	12/14/2012
	121812	Rifle Bucks - Shopping Incentive	12/18/2012	280.00	280.00	12/21/2012
Total 5558:				960.00	960.00	
5860						
MARY'S WONDROUS THINGS	121412	RIFLE BUCKS - INCENTIVE PLA	12/14/2012	140.00	140.00	12/14/2012
Total 5860:				140.00	140.00	
5861						
COUNTRY ATTIC	121412	Rifle Bucks - Shopping Incenti	12/14/2012	260.00	260.00	12/14/2012
	122112	Rifle Bucks - Shopping Incenti	12/21/2012	120.00	120.00	12/21/2012
Total 5861:				380.00	380.00	
5864						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
RIFLE PERFORMANCE MOTORSPORTS						
	121312	RIFLE BUCK - SHOPPING INCE	12/13/2012	80.00	80.00	12/21/2012
Total 5864:				80.00	80.00	
5865						
THAI CHILI RESTAURANT						
	121412	RIFLE BUCKS - SHOPPING INC	12/14/2012	140.00	140.00	12/14/2012
	122012	RIFLE BUCKS - SHOPPING INC	12/20/2012	200.00	200.00	12/21/2012
Total 5865:				340.00	340.00	
5958						
Utility Refund						
	1515102 12051	1002 ARNOLD CT-REFUND	12/05/2012	100.00	100.00	12/14/2012
	3187103 12051	747 E 17TH ST-REFUND	12/05/2012	134.14	134.14	12/14/2012
	3698101 12051	1397 MUNROE AVE-REFUND	12/05/2012	95.05	95.05	12/14/2012
	879102 120512	536 E 16TH ST -REFUND	12/05/2012	112.59	112.59	12/14/2012
Total 5958:				441.78	441.78	
6048						
Tally Ho Shires & Sporthorses						
	120112	HOLLY DAYS	12/01/2012	500.00	500.00	12/14/2012
Total 6048:				500.00	500.00	
6067						
Mountain Roll-offs, Inc.						
	DEC SERVICE	RECYCLE SERVICES	12/01/2012	16.20	.00	
Total 6067:				16.20	.00	
6137						
Impressions of Aspen						
	17052	SUPPLIES	12/12/2012	1,299.98	1,299.98	12/14/2012
	17055	SUPPLIES	12/12/2012	108.10	108.10	12/14/2012
	17056	SUPPLIES	12/12/2012	93.62	93.62	12/14/2012
	17077	SUPPLIES	12/17/2012	24.93	.00	
Total 6137:				1,526.63	1,501.70	
6144						
COMCAST CABLE						
	121312	XFINITY TV	12/13/2012	1.00	1.00	12/21/2012
Total 6144:				1.00	1.00	
6168						
City Market #443						
	121412	RIFLE BUCKS	12/14/2012	140.00	140.00	12/14/2012
	121412.	RIFLE BUCKS	12/14/2012	100.00	100.00	12/14/2012
	122012	RIFLE BUCKS	12/20/2012	60.00	60.00	12/21/2012
Total 6168:				300.00	300.00	
6175						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Walmart						
	120612	RIFLE BUCKS	12/06/2012	8,200.00	8,200.00	12/14/2012
	121612	RIFLE BUCKS	12/16/2012	5,140.00	5,140.00	12/21/2012
Total 6175:				13,340.00	13,340.00	
6221						
Wells Fargo Financial Leasing						
	6745288786	XEROX COPIER	12/02/2012	336.44	336.44	12/14/2012
Total 6221:				336.44	336.44	
6242						
Xerox Corporation						
	0625253279	BASE CHARGE	12/01/2012	258.65	258.65	12/14/2012
Total 6242:				258.65	258.65	
6303						
Law Office of Angela Roff, PC						
	1069	CITY PROSECUTOR	11/30/2012	4,708.55	4,708.55	12/14/2012
Total 6303:				4,708.55	4,708.55	
6324						
International Code Council, Inc.						
	INV0229149	COMMENTARY COMBO	12/13/2012	900.00	.00	
Total 6324:				900.00	.00	
6347						
ALL HOURS CLEANING & MAINTENANCE						
	3076	MONTHLY CLEANING	12/04/2012	700.00	700.00	12/14/2012
Total 6347:				700.00	700.00	
6357						
FIRST STRING						
	4669	SPORT TEK DRY ZONE VISOR	12/11/2012	72.00	.00	
Total 6357:				72.00	.00	
6380						
BROHN PLUMBING AND HEATING						
	2704	LAV FAUCET PARTS'	12/13/2012	198.36	.00	
Total 6380:				198.36	.00	
6383						
CENTURY LINK						
	1241000506	POLICE	12/11/2012	7.15	7.15	12/21/2012
Total 6383:				7.15	7.15	
6402						
CENTURY LINK						
	625004 120112	OM	12/01/2012	447.83	447.83	12/14/2012
	6250163 12011	WW	12/01/2012	3.34	3.34	12/14/2012

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	6250165 12011	WATER	12/01/2012	3.75	3.75	12/14/2012
	6250388 12011	WW	12/01/2012	310.52	310.52	12/14/2012
Total 6402:				765.44	765.44	
6423						
FLOWERS, JESSE						
	121412	MILEAGE REIMBURSEMENT	12/14/2012	144.47	144.47	12/14/2012
	121412.	REIMBURSEMENT CLASS/FUEL	12/14/2012	67.84	67.84	12/21/2012
Total 6423:				212.31	212.31	
6476						
DENNIS, ANSLEY						
	121412	RIFLE BUCKS	12/14/2012	80.00	80.00	12/14/2012
Total 6476:				80.00	80.00	
6490						
Boone, Cheryl						
	121012	SENIOR WELLNESS	12/10/2012	90.00	90.00	12/21/2012
Total 6490:				90.00	90.00	
6494						
Erikson, Cinda						
	121012	SENIOR WELLNESS	12/10/2012	105.00	105.00	12/21/2012
Total 6494:				105.00	105.00	
6512						
C.B. WELLS						
	12	PERFORMANCE	12/08/2012	100.00	100.00	12/14/2012
Total 6512:				100.00	100.00	
6539						
ASCAP						
	122812	2013 ASCAP RATE SCHEDULE	12/20/2012	327.00	.00	
Total 6539:				327.00	.00	
6553						
CHARLIER ASSOCIATES, INC						
	1016	Hud Grant 33607-DT Transit Dev	11/30/2012	13,027.16	.00	
	1016.	DOT Grant CMS 33608 - DT Tran	11/30/2012	19,553.13	.00	
Total 6553:				32,580.29	.00	
6557						
CCOM/CHC,LLC						
	18440-98	DRUG SCREEN	12/03/2012	35.00	35.00	12/14/2012
Total 6557:				35.00	35.00	
6568						
MICRO PLASTICS						
	93645	TROPHY	11/01/2012	74.30	74.30	12/21/2012

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	94460	PLAQUE- MIKE BRAATEN	12/17/2012	57.80	.00	
Total 6568:				132.10	74.30	
6587						
CITI CHEMICAL INC						
	24579	GLOVES	12/06/2012	418.00	.00	
Total 6587:				418.00	.00	
6612						
CEDAR NETWORKS						
	155478	INTERNET SERVICES	12/01/2012	2,260.00	2,260.00	12/14/2012
Total 6612:				2,260.00	2,260.00	
6643						
SAFETY & CONSTRUCTION SUPPLY, INC						
	0005100-IN	HARNESS	12/13/2012	298.34	.00	
Total 6643:				298.34	.00	
6677						
AUTOPAYCHECKS, INC						
	41441A	SCHEDULING SOFTWARE	12/06/2012	30.00	30.00	12/14/2012
Total 6677:				30.00	30.00	
6734						
ESTEEM SALON INC						
	121612	RIFLE BUCKS	12/16/2012	40.00	40.00	12/21/2012
Total 6734:				40.00	40.00	
6743						
THE VALLEY VETERINARY CLINIC						
	121412	RIFLE BUCKS	12/14/2012	540.00	540.00	12/14/2012
Total 6743:				540.00	540.00	
6745						
PEAK SURVEYING, INC						
	1343	12 TH ST CULVERT AS-BUILTS	12/18/2012	650.00	.00	
Total 6745:				650.00	.00	
6746						
ROLES, WALLACE						
	121012	SENIOR WELLNESS	12/10/2012	90.00	90.00	12/21/2012
Total 6746:				90.00	90.00	
6747						
FERGUSON ENTERPRISES INC.						
	121912	CITY RIFLE #4418 SALES TAX R	12/19/2012	1,429.09	1,429.09	12/21/2012
Total 6747:				1,429.09	1,429.09	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6748						
AYALA, RIGOBERTO						
	121812	APPLIANCE REBATE PROGRA	12/18/2012	100.00	100.00	12/21/2012
Total 6748:				100.00	100.00	
6749						
PARRY, KIM						
	122112	REIMBURSEMENT CERTIFICATI	12/21/2012	50.00	50.00	12/21/2012
Total 6749:				50.00	50.00	
6750						
THE FABRIC STORE						
	122112	RIFLE BUCKS	12/21/2012	140.00	140.00	12/21/2012
Total 6750:				140.00	140.00	
6751						
GOLDEN WEST INDUSTRIAL SUPPLY						
	2055244	CABLE TIES	12/10/2012	471.69	.00	
Total 6751:				471.69	.00	
6752						
ELAM CONSTRUCTION, INC.						
	10722	EZ STREET COLD MIX	12/12/2012	549.29	.00	
Total 6752:				549.29	.00	
6753						
PC MALL GOV						
	S77615480100	APPLE USB SUPERDRIVE	12/05/2012	2,592.00	.00	
Total 6753:				2,592.00	.00	
Grand Totals:				312,045.45	83,824.63	

Dated: _____

City Finance Director: _____

Report Criteria:

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



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December 27, 2012

Mayor Jay Miller
Rifle City Council
P. O. Box 1908
Rifle, Colorado 81650

Re: January 2, 2013 City Council Meeting

Dear Mayor Miller and Members of the Rifle City Council:

Happy New Year! The purpose of this letter is to briefly outline items we worked on for the January 2, 2013 Rifle City Council Meeting.

1. Ordinance No. 24, Series of 2012 (Visitor Improvements Fund Advisory Board). Ordinance No. 24, Series of 2012 helps address the departure of members of the City's Visitor Improvements Fund Advisory Board and the lack of replacement applicants. The Code currently requires all but one of the VIF Board Members to reside in the City limits and we discussed allowing owners of businesses within the City to be appointed. Ordinance No. 24 amends Section 2-12-20(a) of the Code to allow Rifle business owners or owner-appointed representatives to be on the VIF Board. This expands the applicant pool but does not dictate how the City Council actually makes an appointment. If Council feels there are too many nonresident members on the VIF Board, it can weigh residency as a higher factor in its decision.

We recommend approval of Ordinance No. 24, Series of 2012 on second reading.

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

Very truly yours,

KARP NEU HANLON, P.C.

James S. Neu



City of Rifle Proclamation

WHEREAS, the 2012 Rifle High School Football Team and their coaches demonstrated the teamwork and drive necessary to produce a successful and winning season; and

WHEREAS, the players showed commitment and dedication to their sport; and

WHEREAS, the members of the team and their coaches helped create a positive image for their school and the citizens of Rifle; and

WHEREAS, under the leadership of coach Damon Wells, the Bears were undefeated in regular season play, winning in stunning fashion by scoring 433 points, while allowing their opponents to score just 35 points; and

WHEREAS, the Bears won Round 1, Quarterfinal, and Semifinal games in the Colorado State 3A Football Playoffs, lost only the Championship game, and finished with an overall record of 13-1.

NOW, THEREFORE, the City Council of Rifle, Colorado, hereby declares Saturday, January 5, 2013 to be

RIFLE HIGH SCHOOL BEARS FOOTBALL DAY.

We urge all students, parents, and citizens to join us in wearing blue and gold and displaying blue and gold in yards and businesses on this day to recognize the dedication and hard work of the Rifle High School Football Team.

Approved by the City Council at a regular meeting this 2nd day of January, 2013.

CITY OF RIFLE

Attest:

By:

Deputy City Clerk

Mayor

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 24
SERIES OF 2012**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING SECTION 2-12-20 OF THE RIFLE MUNICIPAL CODE TO ALLOW RIFLE BUSINESS OWNERS AND THEIR REPRESENTATIVES WHO DO NOT RESIDE IN THE CITY LIMITS AN OPPORTUNITY TO BE A MEMBER OF THE VISITOR IMPROVEMENTS FUND ADVISORY BOARD.

WHEREAS, Chapter 2, Article XII of the Rifle Municipal Code (“RMC”) creates the City of Rifle Visitor Improvements Fund Advisory Board (the “VIF Board”) and governs the conduct of the board, including the appointment of members to serve on the board; and

WHEREAS, the RMC provides that the VIF Board shall consist of seven (7) voting members and one (1) alternate member, all of which but one must be residents of the City of Rifle (the “City”).

WHEREAS, staff recommends amending RMC Section 2-12-20 to allow business owners or their appointed representatives the opportunity to be a member of the VIF Board; and

WHEREAS, the Rifle City Council finds and determines that RMC Section 2-12-20(a) should be amended accordingly.

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

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

Section 2. Section 2-12-20(a) of the Rifle Municipal Code is hereby amended to read as follows, with additions shown in bold, double-underlined text and deletions in strike through text.

2-12-20. Membership.

(a) The Visitor Improvements Fund Advisory Board shall consist of seven (7) voting members, plus one (1) alternate member with voting rights only in the absence of a regular member, all of which but one (1) shall be bona fide residents of the City **or owner or owner-appointed representative of a business in Rifle.** City staff members shall not be precluded from being on the Visitor Improvements Fund Advisory Board and need not be a resident of the City. Any nonresident City staff member **or nonresident owner or owner-appointed representative of a business in Rifle** appointed to the Visitor Improvements Fund Advisory Board shall not count against the appointment of the one (1) nonresident board member provided for above.

INTRODUCED on December 19, 2012, read by title, passed on first reading, and ordered

published by title as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on January 2, 2013, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this ____ day of _____, 2013.

CITY OF RIFLE, COLORADO

BY _____

Mayor

ATTEST:

City Clerk



MEMORANDUM

TO: Honorable Mayor and Council
FROM: John Hier, City Manager
DATE: December 28, 2012
RE: Ute Theatre Renovations

The City of Rifle will need services for bid preparations and solicitations as well as construction administration for the New Ute Theatre project when renovation occurs. We have received the attached proposal from Johnson - Carter Architects to provide these services. The fee is \$14,000.

If accepted, the company would provide all oversight from bidding to final renovation of the Theater. Because Johnson – Carter Architects are the “Architect of Record”, it is advisable to utilize them as a “sole source” for procurement purposes.

Additionally, the City previously hired three firms to develop the renovation plan. They are:

1. D.L. Adams Associates – Acoustics Design
2. Kaup Engineering – Structural Design
3. Bighorn Engineering – Mechanical, Electrical, and Plumbing Engineering

All of these firms except Bighorn Engineering had included construction consulting in their original agreements with the City. Bighorn Engineering did not and therefore, they have proposed to include this service for an additional \$2,500 in their contract.

These fees seem reasonable and I therefore recommend acceptance of both proposals.

Thanks,

John Hier

John Hier

569 S. Westgate Dr., Suite #1 Grand Junction, CO 81505 Phone 970-241-8709 Fax 970-241-9514

November 11, 2011 **December 17, 2012** **REVISED TO ADD Construction Phase**

Attn: John Hier
City of Rifle
P.O. Box 1908
Rifle, CO 81650

RE: Ute Theater

Dear John:

Bighorn Consulting Engineers is pleased to provide you with this proposal for mechanical, plumbing and electrical engineering services for the above referenced project. The project involves a remodel and upgrades of a 9,000 ft² fire theater in Rifle. The intended use will be for live music performances, live theater productions, community functions and movie viewing. The theater will seat about 250 people.

Bighorn has completed designs similar to this project including: the Delta Center Community Theater in Delta, and the Masonic Lodge theater in Grand Junction.

Mechanically, the scope of work will include the design of heating, ventilating and air-conditioning systems. The design work will be in coordination with the acoustical consultant to ensure proper sound levels are achieved. Plumbing systems will include domestic cold and hot water, waste and vent piping layout and gas piping. Fire protection system design will be a performance specification.

Electrically, the scope of work will include the design of the electrical service entrance, general and receptacle power, power for owner supplied equipment, interior lighting including the stage/scene lighting, fire alarm, and phone/data. The design for fire alarm and phone/data will include rough-in only, cabling and termination will be by others. The stage lighting will include the design of a lighting control system and coordination with the AV design.

The scope of work for this proposal will be as follows:

All design work and meetings will be done per the scope of work in the RFP.

Addition of the Construction Administration for the project. This includes 2 intermediate site visits for construction progress and a final punch list observation trip. It also includes RFI answers, submittal review for MEP systems, test and balance review, operation and maintenance manual review. This does not include any re-design or changes to the drawings.

Our fee for the services above will be: \$ 11,750.00
Construction Administration Services: \$ 2,500.00

Sincerely,

M. Blaine Buck, P.E.
Vice President

Proposal Accepted:

Signature_____

Title_____

Company_____

Date_____

Standard Terms and Conditions

Terms and Conditions will be per the contract from the City of Rifle for professional services to be agreed upon after acceptance of the proposal.

Agreement for Architectural Services

This Agreement is made effective as of Tuesday, December 18, 2012

by and between Client,

City of Rifle
202 Railroad Ave
Rifle, Colorado 81650

and

Johnson-Carter Architects, PC
136 East Third Street, Ste B
Rifle, Colorado 81650

In this Agreement, the party who is contracting to receive services shall be referred to as "Owner", and the party who will be providing the services shall be referred to as "Johnson-Carter Architects, PC."

Johnson-Carter Architects, PC has a background in Architectural Services and is willing to provide services to Owner based on this background. Owner desires to have services provided by Johnson-Carter Architects, PC. Therefore, the parties agree as follows:

Ute Theater

DESCRIPTION OF SERVICES:

Johnson-Carter Architects, PC will provide the following architectural services, (collectively, the "Services"), as described:

Provide bid/negotiation services (for the City of Rifle) for the selection of a general contractor for the Ute Theater project as well as to provide construction administration services to the City of Rifle through-out the duration of construction for the Ute Theater. Included services are as follows:

Bid/Negotiation Services (2 months):

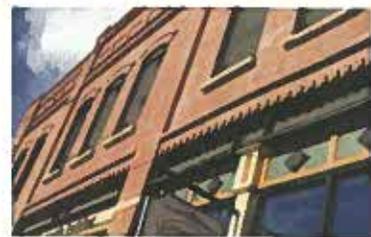
- Provide assistance with the owner in writing the RFQ for General Contractors
- Provide assistance with the owner in short listing of qualified General Contractors
- Provide GC's with construction documents to bid projects (digital copies only)
- Assist General Contractors by answering questions through the bid process
- Issue addendums through duration of bid process
- De-scope final bids submitted by General Contractor
- Assist in the owner selection of a General Contractor

Construction Administration (8 months):

- Assist the City of Rifle and the GC by issuing, reviewing or responding to:
 - Requests for Information (RFI)
 - Proposal Requests (PR)
 - Change Order Requests (COR)
 - Review of shop drawings/submittals
 - Review of GC pay applications
- Conduct weekly coordination meeting with the owner and general contractor
- Provide weekly progress reports (to the City of Rifle and General Contractor)
- Provide additional site visits as requested by the owner
- Monitor General Contractor's conformity to the contract documents
- Ensure that the construction is being done per the contract drawings
- Review close-out documents provided to the City of Rifle:
 - Substantial completion documentation
 - As-built drawings (digital form)

Johnson-Carter Architects, PC. estimates that services shall begin the first week of January and continue through the duration of the construction process; approximately 10 months (2 months for bid/negotiation and 8 months for construction administration).

- The owner is aware that many factors outside Johnson-Carter Architects, PC's control may affect the ability to complete the services within the time frame provided for in this agreement. Johnson-Carter Architects, PC will perform these services with reasonable diligence and expediency consistent with sound professional practice and is contingent on availability of information and documentation that is required by others to perform the services.



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JOHNSON-CARTER
ARCHITECTS, PC

136 E. Third Street, Suite B

Rifle, CO 81650

970.625.0580

970.625.0581 fax



Agreement for Architectural Services

PAYMENT:

Johnson-Carter Architects, PC agrees to perform the services, as described above, based on a Lump Sum of \$14,000.00 (fourteen thousand dollars).

The services broken down per 2 phases:

Bid/negotiation	\$2,000 (two thousand dollars)
Construction administration	\$12,000 (twelve thousand dollars)

- The lump sum shall not include normal reimbursable expenses that are undertaken in the course of the project, such as telephone calls, courier services, mailings, and print production. See attached "SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES".
- Payment of any invoice by the Owner to Johnson-Carter Architects, PC shall be taken to mean that the Owner is satisfied with the services to the date of payment and is not aware of any deficiencies in those services.
- Final invoice for Services rendered shall be due at time of project completion. Receipt of drawings are contingent upon payment of final invoice.

TERM/TERMINATION:

The proposed Lump Sum within this Agreement is valid for 10 days. This Agreement shall terminate automatically upon completion by Johnson-Carter Architects, PC of the Services required by this Agreement. This agreement may also be terminated by the Owner, or the Architect, should the other fail to perform its obligation hereunder. In the event of termination or suspension, the Client shall pay Johnson-Carter Architects, PC for all design services rendered to the date of the termination along with all reimbursable expenses. If this project is put on hold by the Owner for more than 30 days, Owner is subject to a start up fee equal to 8% of contract lump sum.

NOTICES:

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Owner:

City of Rifle
202 Railroad Ave
Rifle, CO 81650

IF for Johnson-Carter Architects:

Johnson-Carter Architects, PC
136 East Third Street
Rifle, Colorado 81650

Either party may change such address from time to time by providing written notice to the other in the manner set forth above.

ENTIRE AGREEMENT:

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT:

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

SEVERABILITY:

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.



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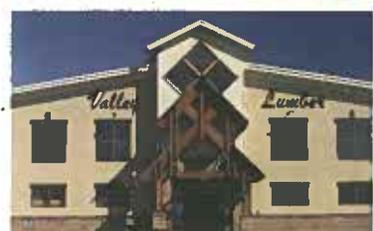
136 E. Third Street, Suite B
Rifle, CO 81650

970.625.0580

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Agreement for Architectural Services



JOHNSON-CARTER ARCHITECTS, PC

136 E. Third Street, Suite B
Rifle, CO 81650
970.625.0580
970.625.0581 fax



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WAIVER OF CONTRACTUAL RIGHT:

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

LIMITATION OF LIABILITY:

In recognition of the relative risks and benefits of the Project to both the Owner and Johnson-Carter Architects, PC, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of Johnson-Carter Architects, PC to the Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of Johnson-Carter Architects, PC to the Client shall not exceed the Lump Sum. It is intended that this apply to any and all liability or cause of action however alleged arising, unless otherwise prohibited by law.

CORPORATE PROTECTION:

It is intended by the parties to this Agreement that the services performed in connection with this project shall not subject Johnson-Carter Architects, PC's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Johnson-Carter Architects, PC a Colorado corporation, and not against any of Johnson-Carter Architects, PC's individual employees, officers or directors.

ACCEPTANCE OF AGREEMENT FOR ARCHITECTURAL SERVICES:

We have read, understand, and accept the Agreement for Architectural Services, as described herein.

Party receiving services:
Ute Theater

By: _____
City of Rifle

Date: _____

Party providing services:

By:  _____
Johnson-Carter Architects, PC

Date: 12-18-12



SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES

(Rates apply *only to work rendered beyond the description of services* as described in the "AGREEMENT FOR ARCHITECTURAL SERVICES" and are subject to change after December 31st, 2012)

DEFINITION OF ADDITIONAL SERVICES

- Revisions inconsistent with approvals or instructions previously given to the Architect by the Client.
- Requirements by the enactment of new codes, regulations, or laws subsequent to the preparation of documents.
- Preparation of drawings and specifications, or supporting data, in order to evaluate proposals in connection with change orders or change directives.
- Extensive review of substitutions and subsequent revisions to drawings resulting in substitutions.
- Participation in or providing items for design review boards and/or local planning and zoning presentations, above and beyond that which has been previously agreed upon.

HOURLY RATES

Principal Architect:

Meetings and consultation:	100.00 / Hour
Field Observations/Jobsite visits:	100.00 / Hour
All other Architectural Services:	100.00 / Hour
Additional Services:	100.00 / Hour

Junior Architect:

75.00 / Hour

Standard Drafting Rate:

50.00 / Hour

REIMBURSABLE EXPENSES

Postage, Fax Transmissions, Long Distance Telephone, Out of Town Living Expenses, Commercial Carrier, Vehicle and Equipment Rental, and Other Miscellaneous Expenses: **1.2 actual**

Automobile Mileage: **0.55 per mile**

Prints and Photocopies:

24 x 36	2.50
18 x 24	1.25
11x17	0.50
8 ½ x 11	0.15

PAYMENT POLICY

Payment shall be due in full at invoice billing date. Any outstanding balance due at the end of thirty (30) days shall be subject to a 1.5% interest charge compounded monthly (18% annual rate).



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JOHNSON-CARTER
ARCHITECTS, PC

136 E. Third Street, Suite B

Rifle, CO 81650

970.625.0580

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MEMORANDUM

TO: Honorable Mayor and Council
FROM: John Hier, City Manager
DATE: December 28, 2012
RE: Advertising Budget for Visitor Improvement Fund

The Visitor Improvement Fund Advisory Board (VIF) solicited proposals for an advertising program to promote the City of Rifle. Two proposals were received from:

1. The Rifle Area Chamber of Commerce
2. A Partnership of the Colorado Mountain News Media, Rifle Citizen Telegram, and Post Independent

The VIF Board reviewed the proposals and interviewed both groups. The VIF then requested changes in each group's proposal and requested re-submittals of those proposals. Those were also reviewed.

The VIF recommends that the City accept the attached proposal from the Rifle Area Chamber of Commerce for the 2013 advertising and promotional program. The VIF requested the Chamber add two additional items to their marketing plan. They requested the Chamber include a promotional package and a promotion for golf. The VIF felt the Chamber's plan was more comprehensive and representative of what was requested in the original Request for Proposal.

Cost of the plan is \$57,300, which is within the 2013 budget for City Promotions.

Respectfully Submitted,

John Hier

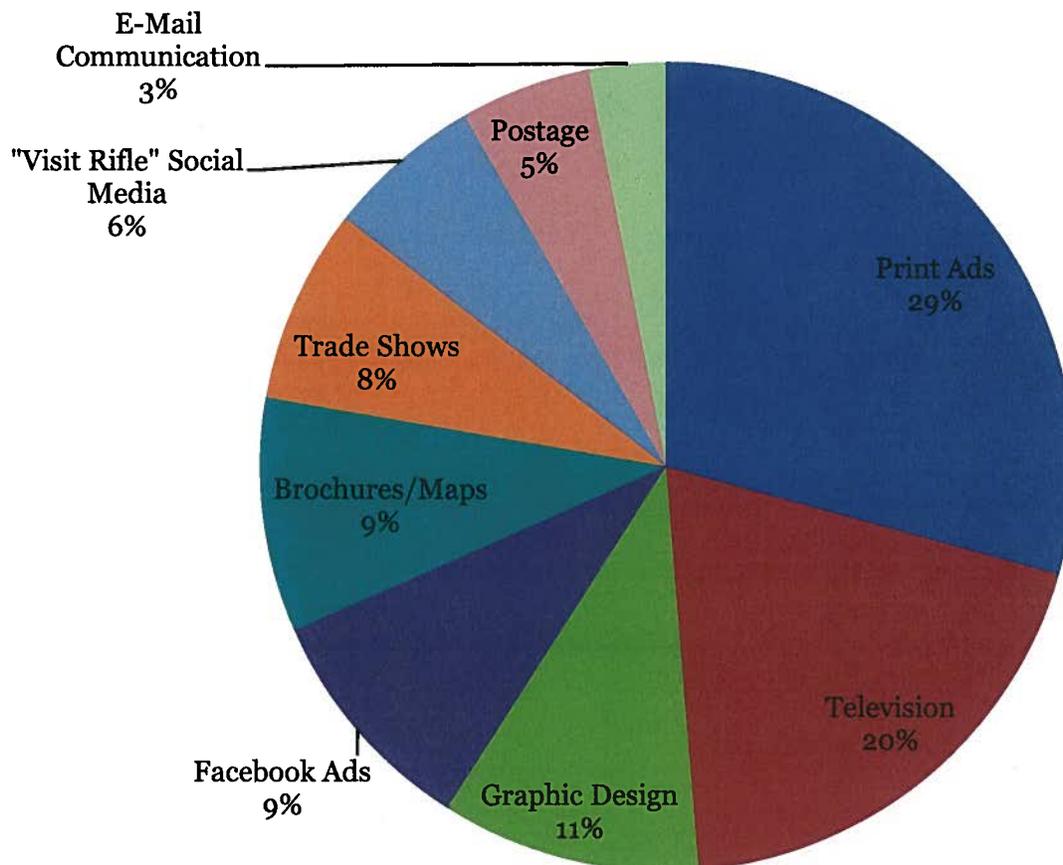
John Hier

Marketing Plan for 2013

Please see detailed information on each item in the following pages.

<u>Expense</u>	<u>Amount</u>
Printed Advertising	\$12,600
Television	\$7,500
Graphic Design	\$4,000
Pay Per Click	\$3,600
Brochures/Maps	\$3,600
Trade Shows	\$3,000
"Visit Rifle" Social Media	\$2,400
Postage	\$2,000
E-mail Blasts	\$1,200
Staff Salary	<u>\$17,400</u>
Total:	\$57,300.00

Marketing Plan Allocation 2013



Engineering Department 2013 Plans for design and/or construction

ROAD/DRAINAGE

- Finish design for North Roundabout, prepare for 2014 construction
 - FML has been grant awarded for the design and we have good confidence further monies will be provided for construction costs as CDOT and the County are encouraging the project
- Design Second Waterline Crossing over Colorado River
 - DOLA grant has been applied for and will be determined in May 2013. If awarded, will proceed quickly with design and try to incorporate into roundabout work for 2014 so that we have a busy construction year in the corridor but hopefully get all the pieces done at once
- Design of H13 Bridge aesthetics in coordination with the H13 takeover
 - Anticipate extending the center island for decorative entry, perhaps addition of bike lanes
- Design and install some improvements for Howard Avenue drainage issues from 31st down to Joyce Park
 - Several locations of poor drainage that causes flooding and mud issues in the street as well as Joyce Park.
- Design (and perhaps install) sidewalk from 14th to 12th/Park
 - Construction of the culvert has revealed how much pedestrian traffic uses that corridor but there is no dedicated foot path
- Reconstruct 30th Street (Palomino) due to bad settlement issues
 - One of several streets with some settlement issues. Target coordinating a recompaction/repave of 30th along with Howard drainage construction
- Add drain inlets at 5th & Birch
 - Surface flows off, through a private yard and down into a gully on City property. Need a better controlled system. May utilize these inlets for some experimental BMP installation
- Minor drainage improvements north of 9th on Whiteriver down to shallow creek
 - Existing drain inlets discharge into a yard. We need to corral this and get the water turned to the small draw leading to Rifle Creek
- Enterprise Court road investigation and repairs (or design) and large ditch/easement
 - NE corner of Enterprise has settlement/paving issues and the drainage corridor from Airport to Enterprise may not be sufficient to carry flows without impacting the currently unoccupied private lots.
- Repaving of retirement center parking lot
 - Poor, broken asphalt throughout. Needs a mill and overlay with some minor concrete improvements
- Stormwater drain on Park north of 5th design
 - Groundwater surfaces around the 700 block of Park, enters a “mystery pipe” and bubbles up again under the sidewalk near 5th Street which is not only poor for road conditions but causes substantial icing in winter

- Takeover of detention facility along Anvil View.
 - A confounded easement agreement is leaving the City open for liability on a detention facility. No major design issues but some re-working for better maintenance and access.

SANITARY SEWER

- Elm Street Sewer line Replacement (about 300 feet from 5th Street south)
 - This segment of sewer has long been a problem as our C/D crews jet the line several times a year. The pipe is simply in very poor condition. Manholes appear to be fine so this would just be a pipe replacement.
- Sewerline creek crossing protection weirs
 - At least three locations where boulder weirs need to be installed to protect the exposed pipes from creek downcutting

WATERLINE

- Acacia Waterline Loop connection construction
 - Previously planned and nearly complete design. Dick has in his budget the construction of this loop connection.
- Waterline loop on RR from 14th to 16th & associated sewer relocate
 - A break in summer 2012 revealed how tenuous our water connections are in this area. An ancient 4" cast iron pipe crosses RR just north of 16th and is the primary back feed for this area and broke last year. The pipe material can be literally crumbled by hand.

SIDEWALK/TRAIL

- Relocate pedestrian crossing on Airport Road near Alpine Bank, update striping/signage
 - The current crosswalk is dangerous. The only apparent solution is to move it further east, provide better signage and striping and a sanctuary island as well as route directions for I-70.
- 5th Street Sidewalk between Hutton and Fravert
 - Planned last year but not constructed. A better sidewalk route coming down 5th onto Fravert near the Elk's lodge.
- Construction of trail/drainage/utility corridor from RR to behind City Market
 - Pending agreements between the various entities, a trail and fiber conduit connection to finish the primary spine through this area of Rifle and, while we are in there, construction a drainage corridor from RR to the creek.
- City Market 14th/RR NE corner HC Ramp reconstruction
 - Too tight and broken up curb needs redone

MISCELLANEOUS ITEMS

- Conduit connection from Centennial Park to RR/10th
 - From Centennial, behind NAPA, through County entry to 10th Street
- In house construction observation coordination for Water Treatment Plant
 - In coordination with Malcom/Pirnie as needed
- Minor, non-safety repairs on 16th Street bridge
 - Scupper welding to keep drainage off of flanges of steel beams
- Public Works Manual update
 - Ongoing. The 12 year old manual has many details and practices that are simply out of date and not standard practice.