



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

City Hall  
City Council Chambers  
202 Railroad Avenue  
Rifle, CO

Cablecast Live on  
Comcast Channel 10

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**REGULAR MEETING  
June 16, 2010**

**WORKSHOP 6:00 P.M.  
CONFERENCE ROOM**

6:00 P.M. Council Discussion with Judge Victor Zerbi (Mayor Lambert)

**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
- A. Minutes from the June 2, 2010 Regular Meeting
  - B. Liquor License Renewals
  - C. April Financial Report
  - D. April Sales Tax Report
  - E. Accounts Payable
- 7:08 p.m. 3. Citizen Comments and Live Call-In  
(For issues NOT on the Agenda. Please limit comments to 3 minutes.)
- 7:11 p.m. 4. Action, if any, on Workshop Items (Mayor Lambert)

- 7:12 p.m. 5. ACCESS Roaring Fork After School Program (Steven Kaufman)
- 7:30 p.m. 6. Public Hearing: Liquor License Application for La Hacienda LLC (Jim Neu)
- 7:40 p.m. 7. Emergency Ordinance 9-10: Medical Marijuana-Infused Products Manufacturing Licenses (Jim Neu)
- 7:55 p.m. 8. Ordinance 10-10: Purchasing Code Amendments for Local Preference (Matt Sturgeon)
- 8:05 p.m. 9. Authorize Continuation of Water Treatment Plant Design (Dick Deussen)
- 8:35 p.m. 10. Services Contract for 2010 West Fest (Jim Neu)
- 8:45 p.m. 11. Administrative Reports
  - A. City Manager Report
  - B. Other Reports
- 8:55 p.m. 12. Comments from Mayor and Council

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

**Next Regular Council Meeting: July 7, 2010 at 7:00 p.m.**



## RIFLE CITY COUNCIL MEETING

Wednesday, June 2, 2010

REGULAR MEETING

7:00 p.m. \* Council Chambers

The regular meeting of the Rifle City Council was called to order at 7:05 p.m. by Mayor Keith Lambert.

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

**OTHERS PRESENT:** John Hier, City Manager; Wanda Nelson, City Clerk; Kristy Christensen, Deputy City Clerk; Jim Neu, City Attorney; Michael Churchill, Cable 10; Charlie Stevens, Utility Director; Rod Hamilton, Public Works Director; Dick Deussen, City Engineer; Mike Braaten, Government Affairs Coordinator; Michael Langhorne; Scott Becker.

### CONSENT AGENDA

***MINUTES FROM THE MAY 19, 2010 COUNCIL MEETING; MINUTES FROM THE MAY 12, 2010 SPECIAL MEETING; LIQUOR LICENSE RENEWALS: EL KORA, 6&13 QUICK MART; RED RIVER QUICK MART; ACCOUNTS PAYABLE***

Mayor Lambert excused himself from voting on the minutes. Councilor Lambert moved to approve the Consent Agenda; seconded by Councilor Sanborn.

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

### CITIZEN COMMENTS AND LIVE CALL-IN

#### ***RESOLUTION 10-10: ADOPTING PLACE BRAND***

#### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, ADOPTING A PLACE BRAND FOR THE CITY OF RIFLE**

Michael Langhorne explained that the Place Branding Committee has been working on the Place Brand since receiving a grant from AGNC in 2009. Presentations to the Chamber of Commerce, City Council, VIF Advisory Board, and DDA garnered much support for this effort. Resolution 10-10 adopts the Brand of “Real. Western. Innovation.” Scott Becker was also present for this discussion. Councilor Thompson sits on the Place Branding Committee and excused herself from voting on this item. Councilor Lambert moved to approve Resolution 10-10; seconded by Councilor Sanborn.

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

#### ***CONTRACT TO PURCHASE CLOUGH PROPERTY***

Mr. Neu noted that the City has been pursuing the purchase of approximately 36 acres along Hwy 6 & 24 owned by Genevieve Clough to construct a future water treatment facility. This property is referred to as the Clough Gravel Pit Property. The City had the Clough Gravel Pit Property appraised late last year and it was valued at \$280,000. The Clough Family has been very open to various purchase arrangements to help the City

*Rifle City Council Meeting, June 2, 2010*

acquire the Property, but staff came to the conclusion that it makes the most sense to purchase the Property outright at this time. The Purchase Price has been reduced from the appraised value of \$280,000 to \$213,270 in the Real Estate Contract pursuant to two associated matters discussed below relating to properties owned by Clough family members. All three agreements have been negotiated together and are a package deal. The Clough Family has already reviewed and approved all of the agreements.

#### ***MCKENZIE OUT-OF- CITY WATER UPGRADE REQUEST***

The City provides out-of-City water service to the Clough Family's Homestead now owned by Ryan McKenzie (the "McKenzie Property") at the City's standard out-of-City rates which are double in-City rates. This water service has been provided for decades with no written agreement and has served a single family residence, certain outbuildings, and stock watering. The City is obligated to continue water service as it has historically been provided. Mr. McKenzie has requested that the historic service line be upgraded to a four inch (4") service line to help with water pressure and meet the needs on the McKenzie Property. This upgrade requires City approval. In consideration for the City granting that upgraded service line, a \$50,000 credit has been provided towards the purchase of the Clough Gravel Pit Property. In addition, the cost of the 4" water meter of \$3,790 is also a credit towards the Purchase Price of the Clough Gravel Pit Property. Finally, additional credits were included towards the Purchase Price of the Clough Gravel Pit Property in this Agreement totaling \$12,940 that are related to service to the Snyder Property, discussed below, for the out-of-City system improvement fee and reimbursed costs associated with drafting the agreements. The credits towards the Purchase Price of the Clough Gravel Pit Property total \$66,730. While negotiating and drafting the McKenzie Water Services Agreement, the opportunity was taken to memorialize the water service to the McKenzie Property based upon historic water records. Water service is limited to 700,000 gallons each year and no more than 285,000 gallons should be used in any given month. In the event these amounts are exceeded, that overage will be billed at four (4) times the City's in-City rates. In no event shall water use exceed 1,100,000 which is the highest annual use for the McKenzie Property in the City's recent records. There is no pre-annexation requirement in this Water Services Agreement because the McKenzie Property has been historically served by the City without a pre-annexation clause and this Agreement simply memorializes that service and sets forth the credits towards the purchase of the Clough property.

#### ***SNYDER OUT- OF- CITY WATER REQUEST***

The property adjacent to the McKenzie Property is owned by Danny and Lori Snyder (the "Snyder Property"). The Snyders requested out-of-City water service from the City in 2007, which request was denied. Resolution No. 3, Series of 1996 provides the City guidance on when to approve out-of-City water service. The City found that the Snyder request did not satisfy the requirements of Resolution No. 3-96 and the Snyders drilled a water well for their house. The water quality of the well is not satisfactory and the Snyders still would like to receive water service from the City. The Snyder Water Services Agreement grants that request as part of the Clough Gravel Pit Property acquisition. Because the Clough Gravel Pit Property will be used for the City's new water treatment plant enhancing the City's operation of its water system, Item No. 4 of Resolution No. 3-96 is now satisfied. As a compromise related to this package of agreements, there is no pre-annexation requirement in the Snyder Agreement either, which staff has no objection to looking at the location of the Snyder Property in relation to the Clough Family's land holdings and future development patterns. In addition, because the residence is in existence already, the "lettered" requirements of Resolution No. 3-96 do not apply. The Snyder's will pay out-of-City water rates and otherwise comply with the Rifle Municipal Code related to water service.

Councilor Miller moved to approve: 1) the Contract to purchase the Clough Property; 2) the McKenzie out of City Water Upgrade Request; and 3) Snyder out of City Water Request; seconded by Councilor Thompson.

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

**AWARD OF 2010 BIOSOLIDS PROJECT**

Mr. Stevens stated that proposals were mailed to eight firms for the removal of Biosolids from the existing North Wastewater Treatment Facility. Only one firm, Parker Ag Services Inc., submitted a proposal with three options available. Staff recommends awarding the contract to Parker Ag Services Inc. for their blended process of land-application and composting with Cacaloco. Councilor Miller moved to award the Project to Parker Ag Services Inc. in an amount not to exceed \$643,000, with the alternate option selected; seconded by Councilor Lambert.

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

**RESOLUTION 9-10: EFFICIENT FLEET POLICIES**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO,  
SUPPORTING THE DEVELOPMENT OF A COMPREHENSIVE EFFICIENT FLEET  
POLICY FOR THE CITY OF RIFLE.

Mr. Braaten stated that this issue was presented during a workshop in May, and Council expressed interest to move forward with efficient fleet policies. Resolution 9-10 supports the development of a comprehensive efficient fleet policy for the City. Councilor Lambert moved to approve Resolution 9-10; seconded by Councilor Winkler.

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

**UPDATE ON HB 10-1284 REGARDING MEDICAL MARIJUANA DISPENSARIES**

Mr. Braaten explained that two pieces of legislation were adopted that deal with medical marijuana during the legislative session, one dealing with the doctor-patient relationship, and the second dealing with dispensaries. The City passed an ordinance in 2009 that provides guidelines for dispensaries and cultivation operations. The State will be promulgating rules to address the mandates outlined in HB 10-1284. Staff will meet next week with owners to discuss the new State regulations and how they affect the City’s licensing process.

**ADMINISTRATIVE REPORTS**

Mr. Hier reported on: spring maintenance programs; new parking garage; City furlough days and layoffs; Centennial Park; HB 10-1284; RFP’s for Prosecutorial Services; local purchasing preference; reverse osmosis equipment and storage; PAC system; fueling station at Garfield County Fairgrounds; City Hall renovation; mid-year financial review. Ms. Nelson noted that a workshop has been scheduled for June 9<sup>th</sup> between Council and the DDA. She also welcomed Kristy Christensen as the City’s new Deputy City Clerk. Mr. Stevens stated that the PAC system appears to be helping the taste of the water. Mr. Deussen discussed the Airport Road alignment, and noted that three RFP’s were received for work at the Energy Innovation Center.

**COMMENTS FROM MAYOR AND COUNCIL**

**WELCOME**

Councilor Lambert and Mayor Lambert welcomed Ms. Christensen to the team.

Meeting adjourned at 8:43 p.m.

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Wanda Nelson  
City Clerk

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Keith Lambert  
Mayor





## Memo

**To:** John Hier, City Manager

**From:** Wanda Nelson, CMC, City Clerk *WN*

**Date:** Wednesday, June 09, 2010

**Subject:** Liquor License Renewal(s)

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### LIQUOR LICENSE RENEWALS HAVE BEEN RECEIVED FOR:

Rib City Grill  
707 Wapiti Avenue

Type of License: Hotel & Restaurant

City Market  
1320 Railroad Avenue

Type of License: 3.2% Off Premises

Rocky Mountain Liquors  
1735 Railroad Avenue

Type of License: Retail Liquor Store

The following criteria have been met by this/these business(es):

- The applications are complete.
- The fees have been paid.

Based on the above information, I recommend approval of this/these renewal(s).







MEMORANDUM

To: John Hier, City Manager  
From: Charles Kelty, Finance Director *ck*  
Date: June 10, 2010  
Subject: April 2010 Financial Reports

Attached are the financial reports for the four months ending April 30, 2010. Below are a few comments.

Page 3 **General Fund Revenues** – Total revenues were \$2,351,839, which compared to the prior year of \$2,604,557 is \$252,718 and 10% less. Sales Tax revenues were 17% less than the prior year. Building Use Tax was 15% less than the prior year, while Motor Vehicle Use tax was 49%.

**General Fund Expenditures** – Total expenditures are \$1,601,132, which compared to the prior year of \$1,869,880 is \$268,748 and 13% less.

Page 4 **Parks & Recreation Fund Revenues** – Total revenues are \$619,211, which compared to the prior year of \$1,021,815 is 39% less. Sales Tax revenues were 17% less than the prior year. Building Use Tax was 15% less than the prior year; and Motor Vehicle Use Tax was 49% less than the prior year.

**Parks & Recreation Fund Expenditures** – Expenditures are \$654,983, which compared to the prior year of \$1,719,101 is \$1,064,118 and 45% less.

Page 5 **Water Fund Revenues** – Overall, revenues are \$704,568, which compared to the prior year of \$835,504 is \$130,936 and 16% less. Operating revenues were 14% higher than the prior year amount. Water rights revenues were 10% less than prior year. Capital revenues were 78% less than the prior year.

**Water Fund Expenses** – Total expenses are \$629,658, which compared to the prior year of \$876,799 is \$247,141 and 28% lower. Operation and Maintenance expenses are 18% less than prior year. Water rights expenses were 35% higher than prior year. Water System Improvements (Capital) expenses were 77% less than prior year.

Page 6 **Wastewater Fund Revenue** – Total revenues are \$865,405, which compared to the prior year of \$1,184,465 is \$319,060 and 27% lower. Operating revenues were 6% less than the prior year. Capital Revenues were 92% less than the prior year.



**Wastewater Expenses** – Total expenses were \$967,135, which compared to the prior year of \$4,754,327 is \$3,787,192 and 80% less. Operating and Maintenance expenses are higher by 16% compared to the prior year. Sewer System Improvements (Capital) expenses were 94% less than the prior year.

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**Sanitation Fund Revenues** – Total revenues are \$190,894, which compared to the prior year amount of \$188,990 is \$1,904 and 1% higher.

**Sanitation Fund Expenses** – Total expenses are \$150,387, which compared to the prior year amount of \$149,030 is \$1,357 and .9% higher.

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**Visitor Improvement Fund** – Total revenues are \$34,303, which compared to the prior year amount of \$50,403 is \$13,710 and 32% less. Total expenses are \$30,408, which compares to the prior year amount of \$89,995 is \$59,587 and 66% less.

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 4 MONTHS ENDING APRIL 30, 2010

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<b>REVENUE</b>					
GENERAL REVENUES	7,875,577.00	694,256.80	2,351,839.09	5,523,737.91	2,604,556.71
	7,875,577.00	694,256.80	2,351,839.09	5,523,737.91	2,604,556.71
<b>EXPENDITURES</b>					
MAYOR/COUNCIL	69,862.00	4,504.63	19,214.36	50,647.64	25,540.12
CITY CLERK	161,494.00	10,548.95	38,110.86	123,383.14	53,139.67
MUNICIPAL COURT	184,796.00	17,558.89	53,491.68	131,304.32	49,603.69
CITY MANAGER	217,880.00	18,714.29	62,794.13	155,085.87	62,543.29
GOVERNMENT AFFAIRS	169,640.00	9,950.48	42,638.69	127,001.31	41,184.36
FINANCE	439,037.00	34,535.71	149,831.41	289,205.59	144,537.74
ATTORNEY	330,500.00	19,971.52	72,231.89	258,268.11	156,690.11
PLANNING/ZONNING	580,041.00	35,277.37	142,488.52	437,552.48	226,362.34
INFORMATION SERVICES	.00	.00	.00	.00	71,455.70
CITY HALL	155,638.00	8,849.33	34,877.07	120,760.93	45,407.49
GROUNDS AND FACILITY MAINT.	71,065.00	4,443.10	16,299.44	54,765.56	17,284.28
COMMUNITY ACCESS TV	109,717.00	8,535.54	30,848.24	78,868.76	36,514.39
POLICE	2,425,259.00	164,983.19	644,349.32	1,780,909.88	691,561.91
JUSTICE CENTER BLDG. OPERATION	366,148.00	7,609.43	31,143.37	335,004.63	36,764.61
BUILDING INSPECTIONS	253,131.00	16,864.21	65,445.25	187,685.75	84,066.31
STREETS	856,429.00	55,866.18	249,762.70	606,666.30	270,100.27
CONSTRUCTION CREW - INHOUSE	218,470.00	15,314.92	55,311.87	163,158.13	74,784.04
PUBLIC WORKS	258,720.00	19,775.85	84,779.15	173,940.85	71,350.66
ANIMAL SHELTER	97,233.00	7,411.36	26,034.31	71,198.69	30,585.47
CEMETERY O & H	68,828.00	5,155.74	17,476.27	51,351.73	18,093.13
SENIOR CENTER	434,857.00	62,510.75	143,286.41	291,570.59	101,387.32
NON DEPARTMENTAL	582,445.00	21,875.95	166,560.97	415,884.03	155,899.76
HOUSING AUTHORITY	51,731.00	.00	4,413.66	47,317.34	14,469.03
OPERATING TRANSFERS OUT	175,000.00	.00	.00	175,000.00	.00
	8,277,921.00	550,257.39	2,151,389.57	6,126,531.43	2,479,325.69
	( 402,344.00)	143,999.41	200,449.52	( 602,793.52)	125,231.02

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 4 MONTHS ENDING APRIL 30, 2010

PARKS & RECREATION

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
PARKS AND REC REVENUE	3,819,328.00	165,733.58	619,210.72	3,200,117.28	1,021,815.36
	<u>3,819,328.00</u>	<u>165,733.58</u>	<u>619,210.72</u>	<u>3,200,117.28</u>	<u>1,021,815.36</u>
<u>EXPENDITURES</u>					
RECREATION	560,821.00	37,311.61	145,975.31	414,845.69	149,437.34
POOL	228,690.00	2,596.70	6,885.88	221,804.12	11,467.75
PARK MAINTENANCE	948,707.00	55,512.13	184,912.16	763,794.84	197,294.56
PARKS CAPITAL	3,177,388.00	283,265.07	645,585.97	2,531,802.03	1,505,240.40
NON-DEPARTMENTAL	90,979.00	1,591.81	35,171.72	55,807.28	15,886.00
OPERATING TRANSFER OUT	66,917.00	5,576.42	22,305.68	44,611.32	22,305.68
	<u>5,073,502.00</u>	<u>385,853.74</u>	<u>1,040,836.72</u>	<u>4,032,665.28</u>	<u>1,901,631.73</u>
	<u>( 1,254,174.00)</u>	<u>( 220,120.16)</u>	<u>( 421,626.00)</u>	<u>( 832,548.00)</u>	<u>( 879,816.37)</u>

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 4 MONTHS ENDING APRIL 30, 2010

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WATER REVENUE	2,461,770.00	185,270.57	628,294.44	1,833,475.56	550,454.58
WATER RIGHTS REVENUE	45,130.00	3,065.11	17,593.04	27,536.96	19,469.89
CAPITAL REVENUE	920,004.00	26,085.80	58,680.23	861,323.77	265,579.66
	<u>3,426,904.00</u>	<u>214,421.48</u>	<u>704,567.71</u>	<u>2,722,336.29</u>	<u>835,504.13</u>
<u>EXPENDITURES</u>					
WATER O&H	2,423,962.00	183,895.32	531,492.72	1,892,469.28	648,096.35
WATER RIGHTS	152,500.00	27,441.20	54,691.19	97,808.81	35,765.02
WATER SYSTEM IMPROVEMENTS	1,130,090.00	1,062.50	43,473.74	1,086,616.26	192,937.29
	<u>3,706,552.00</u>	<u>212,399.02</u>	<u>629,657.65</u>	<u>3,076,894.35</u>	<u>876,798.66</u>
	( 279,648.00)	2,022.46	74,910.06	( 354,558.06)	( 41,294.53)

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CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 4 MONTHS ENDING APRIL 30, 2010

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WASTE WATER REVENUE	2,557,875.00	191,033.83	841,476.59	1,716,398.41	900,014.31
WASTE WATER REVENUE	184,395.00	( 175.80)	23,928.60	160,466.40	284,451.04
	<u>2,742,270.00</u>	<u>190,858.03</u>	<u>865,405.19</u>	<u>1,876,864.81</u>	<u>1,184,465.35</u>
<u>EXPENDITURES</u>					
SEWER O&H	2,761,243.00	90,291.07	760,557.41	2,000,685.59	654,592.00
SEWER SYSTEM IMPROVEMENTS	654,400.00	16,497.75	206,577.91	447,822.09	4,099,735.13
	<u>3,415,643.00</u>	<u>106,788.82</u>	<u>967,135.32</u>	<u>2,448,507.68</u>	<u>4,754,327.13</u>
	<u>( 673,373.00)</u>	<u>84,069.21</u>	<u>( 101,730.13)</u>	<u>( 571,642.87)</u>	<u>( 3,569,861.78)</u>

CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 4 MONTHS ENDING APRIL 30, 2010

SANITATION FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
SANITATION FUND	583,932.00	47,878.38	190,894.31	393,037.69	188,990.02
	583,932.00	47,878.38	190,894.31	393,037.69	188,990.02
<u>EXPENDITURES</u>					
SANITATION	697,400.00	33,633.82	150,387.05	547,012.95	149,030.35
	697,400.00	33,633.82	150,387.05	547,012.95	149,030.35
	( 113,468.00)	14,244.56	40,507.26	( 153,975.26)	39,959.67

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CITY OF RIFLE  
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR  
 FOR THE 4 MONTHS ENDING APRIL 30, 2010

VISITOR IMPROVEMENT FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
VISITOR IMPROVEMENT	171,151.00	9,585.84	34,302.83	136,848.17	50,402.95
	171,151.00	9,585.84	34,302.83	136,848.17	50,402.95
<u>EXPENDITURES</u>					
VISITOR IMPROVEMENT	338,255.00	88.50	30,407.06	307,847.94	89,994.74
	338,255.00	88.50	30,407.06	307,847.94	89,994.74
	( 167,104.00)	9,497.34	3,895.77	( 170,999.77)	( 39,591.79)

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**MEMORANDUM**

To: John Hier, City Manager  
 From: Charles Kelty, Finance Director *ck*  
 Date: June 8, 2010  
 Subject: April 2010 Sales, Lodging, and Use Tax Report

Total Sales, Lodging, and Use Tax revenues, for the four months ended April 30, 2010, is \$1,998,433 and 20% less than the prior year.

Sales tax revenues are \$1,830,790 year-to-date and 17% less than last year. Lodging Taxes revenues were \$33,450 year-to-date, and 33% less than last year. Building and Motor Vehicle Use Tax revenues were \$134,193 year-to-date and 45% less than last year.

**Sales Tax Report  
 Prior Year Comparison**

Business Category	For Sales in April			Year-to-Date		
	2009	2010	% Change	2009	2010	% Change
Bars and Restaurants	\$ 57,985	\$ 48,887	-16%	\$ 235,431	\$ 187,195	-20%
Car Parts and Sales	35,530	35,510	0%	138,411	115,933	-16%
Food	72,610	70,328	-3%	298,281	274,939	-8%
General Retail	203,807	177,234	-13%	873,233	699,508	-20%
Hardware	17,489	20,914	20%	119,852	78,160	-35%
Liquor Stores	17,600	15,254	-13%	68,613	56,230	-18%
Motels	16,718	13,189	-21%	71,615	47,533	-34%
Oil & Gas	13,340	17,101	28%	112,233	149,931	34%
Leasing/Misc	4,480	2,931	-35%	115,059	37,440	-67%
Utilities	36,708	38,509	5%	170,426	183,923	8%
<b>Total</b>	<b>\$ 476,266</b>	<b>\$ 439,858</b>	<b>-8%</b>	<b>\$ 2,203,154</b>	<b>\$ 1,830,790</b>	<b>-17%</b>
<b>Allocation to Funds:</b>						
General Fund	\$260,912	\$240,967	-8%	\$1,206,951	\$1,002,959	-17%
Street Improvement	68,038	62,837	-8%	314,736	261,541	-17%
Rifle Information Center	11,240	10,381	-8%	51,994	43,207	-17%
Parks & Recreation	136,076	125,674	-8%	629,473	523,083	-17%
	<b>\$476,266</b>	<b>\$439,858</b>	<b>-8%</b>	<b>\$2,203,154</b>	<b>\$1,830,790</b>	<b>-17%</b>



## Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>1003</b>						
<b>Action Shop Services, Inc</b>						
	SI52187	propane	05/26/2010	11.80	.00	
	SI52194	throttle cable	05/27/2010	26.20	.00	
	SI52350	trimmer line	06/02/2010	36.99	.00	
	SI52363	propane	06/02/2010	29.03	.00	
	SI52401	double harness	06/03/2010	89.98	.00	
	SI52402	chaps, apron	06/03/2010	116.69	.00	
Total 1003:				310.69	.00	
<b>1018</b>						
<b>Valley Lumber</b>						
	35617	valve ball	12/14/2009	29.04	.00	
	37918	sno-gard green	02/12/2010	63.98	.00	
	38505	pvc nipple, poly insert	03/03/2010	10.74	.00	
	38860	one coat poly, tape safe release,	03/12/2010	29.46	.00	
	38976	CONcrete mix	03/16/2010	21.56	.00	
	39074	safety red	03/18/2010	26.94	.00	
	39279	recept grnd gfci white	03/24/2010	12.99	.00	
	41961	metro pool garage door	05/26/2010	391.85	.00	
	41962	metro pool garage door	05/26/2010	180.00	.00	
	41963	metro pool garage door	05/26/2010	53.98	.00	
	42026	metro pool garage door	05/27/2010	22.24	.00	
	42037	metro pool garage door	05/27/2010	13.77	.00	
	42070	metro pool signs/slide	05/27/2010	9.49	.00	
	42095	metro pool signs	05/28/2010	12.26	.00	
	42220	parks pitcher mound box	06/01/2010	61.52	.00	
	42256	1" pin	06/02/2010	13.48	.00	
	42326	sponge ear muff	06/03/2010	19.38	.00	
Total 1018:				972.68	.00	
<b>1022</b>						
<b>Central Distributing Co</b>						
	833728	CLEANING PRODUCTS/CITY HA	05/19/2010	252.21	.00	
	833729	CLEANER/sr center	05/19/2010	406.84	.00	
	834051	3m scouring pad	05/20/2010	13.17	.00	
	834469	CLEANING PRODUCTS/CITY HA	05/26/2010	117.11	.00	
	834473	CLEANING PRODUCTS/justice	05/26/2010	271.44	.00	
	835273	CLEANING PRODUCTS/CITY HA	06/03/2010	433.60	.00	
	835274	CLEANER/sr center	06/03/2010	345.70	.00	
	835277	CLEANING PRODUCTS/park mai	06/03/2010	50.44	.00	
Total 1022:				1,890.51	.00	
<b>1023</b>						
<b>Chelewski Pipe &amp; Supply</b>						
	127189	PIPE & FITTINGS	05/04/2010	4.45	.00	
	127349	PIPE & FITTINGS	05/11/2010	17.50	.00	
	127716	solnoid	05/27/2010	25.95	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1023:				47.90	.00	
<b>1055</b>						
<b>Columbine Ford, Inc</b>						
	100054	coil asy	06/02/2010	144.90	.00	
	100126	cap asy	06/04/2010	23.62	.00	
	197403	transmission fluid and filter	04/14/2010	185.60	.00	
Total 1055:				354.12	.00	
<b>1065</b>						
<b>Dodson Engineered Products Inc</b>						
	139180	gate valve	05/26/2010	870.00	.00	
Total 1065:				870.00	.00	
<b>1070</b>						
<b>Federal Express Corp</b>						
	7-104-59885	UTILITIES/ BILL FLASH	05/27/2010	51.95	.00	
	7-104-59885	UTILITIES/ BILL FLASH	05/27/2010	51.94	.00	
Total 1070:				103.89	.00	
<b>1087</b>						
<b>Grainger</b>						
	9256573677	megohmmeter	05/19/2010	414.45	.00	
Total 1087:				414.45	.00	
<b>1094</b>						
<b>Hy-way Feed &amp; Ranch Supply</b>						
	476359	back pack sprayer	06/02/2010	197.94	.00	
Total 1094:				197.94	.00	
<b>1097</b>						
<b>Johnson Construction Inc</b>						
	FINAL PAY AP	Construction of Rifle Creek Trail -	06/01/2010	20,052.45	.00	
	PAY APP 4	Construction of Rifle Creek Trail -	06/01/2010	6,254.05	.00	
Total 1097:				26,306.50	.00	
<b>1100</b>						
<b>Karp, Neu, Hanlon P.c.</b>						
	05312010	LEGAL FEES/non planning	05/31/2010	6,487.10	.00	
	05312010	LEGAL FEES/planning	05/31/2010	490.75	.00	
	05312010	LEGAL FEES/ura	05/31/2010	114.00	.00	
	05312010	LEGAL FEES/water & water rights	05/31/2010	5,285.50	.00	
	05312010	LEGAL FEES/north pasture	05/31/2010	150.50	.00	
	05312010	LEGAL FEES/airport	05/31/2010	43.00	.00	
	05312010	LEGAL FEES/FARM ANNEX	05/31/2010	64.50	.00	
	05312010	LEGAL FEES/pioneer mesa	05/31/2010	451.50	.00	
	05312010	LEGAL FEES/white River	05/31/2010	2,600.89	.00	
	05312010	LEGAL FEES/QUEENS CROWN	05/31/2010	322.50	.00	
	05312010	LEGAL FEES/airport	05/31/2010	86.00	.00	
	05312010	LEGAL FEES/United	05/31/2010	1,548.00	.00	
	05312010	LEGAL FEES/Mamm Creek Wate	05/31/2010	236.50	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net invoice Amount	Amount Paid	Date Paid
	05312010	legal FEES/lafarge	05/31/2010	86.00	.00	
	05312010	LEGAL FEES/Beaver Creek Gas	05/31/2010	86.00	.00	
	05312010	LEGAL FEES/garfield county	05/31/2010	95.00	.00	
	05312010	LEGAL FEES/airport	05/31/2010	1,729.00	.00	
	05312010	LEGAL FEES/Runway expansion	05/31/2010	1,254.00	.00	
	05312010	LEGAL FEES/umptra	05/31/2010	1,710.00	.00	
	05312010	LEGAL FEES/PARKS & REC	05/31/2010	247.00	.00	
Total 1100:				23,087.74	.00	
<b>1105</b>						
<b>Meadow Gold Dairies</b>						
	50203387	DAIRY PRODUCTS/SENIOR CT	05/20/2010	91.07	.00	
	50203400	DAIRY PRODUCTS/RIFLE POO	05/20/2010	1,126.28	.00	
	50203454	DAIRY PRODUCTS/SENIOR CT	05/27/2010	106.01	.00	
	50203510	DAIRY PRODUCTS/SENIOR CT	06/03/2010	154.50	.00	
	50203524	DAIRY PRODUCTS/RIFLE POO	06/03/2010	318.48	.00	
	50203525	DAIRY PRODUCTS/RIFLE POO	06/03/2010	720.72-	.00	
	50203551	DAIRY PRODUCTS/pool	06/07/2010	325.36	.00	
Total 1105:				1,400.98	.00	
<b>1106</b>						
<b>Micro Plastics Inc</b>						
	81357	VINYL signs	05/27/2010	599.60	.00	
Total 1106:				599.60	.00	
<b>1110</b>						
<b>Napa Auto Parts</b>						
	093806	gear lube	04/13/2010	18.87	.00	
	100911	shop stock	05/21/2010	39.48	.00	
	101209	street supplies	05/24/2010	59.76	.00	
	101271	air filter	05/24/2010	116.56	.00	
	101487	fitting	05/25/2010	31.07	.00	
	101780	o rings	05/26/2010	1.09	.00	
	101837	gasket material	05/26/2010	5.88	.00	
	101959	gas cap	05/27/2010	12.99	.00	
	102060	parts	05/27/2010	.34	.00	
	102837	lamp	06/02/2010	27.68	.00	
	102843	shop tool	06/02/2010	59.98	.00	
	103080	shop supplies	06/03/2010	50.28	.00	
	103111	oil	06/03/2010	109.90	.00	
Total 1110:				533.88	.00	
<b>1111</b>						
<b>Neve's Uniforms, Inc</b>						
	NE3667	UNIFORM /PD	05/28/2010	116.89	.00	
Total 1111:				116.89	.00	
<b>1117</b>						
<b>Otis Elevator Company</b>						
	TLV05153V510	SERVICE FROM 5/01/10 to 4/30/	04/20/2010	1,268.76	.00	
Total 1117:				1,268.76	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>1118</b>						
<b>Parts House</b>						
	5613-548	shop supplies	05/21/2010	61.35	.00	
	5613-625	chain lube	05/25/2010	95.76	.00	
	5613-634	filters, wiper blades	05/25/2010	41.75	.00	
	5613-635	motor oil	05/25/2010	70.80	.00	
	5613-647	shop supplies	05/25/2010	7.00	.00	
	5613-671	motor oil	05/26/2010	35.40	.00	
	5613-724	ignition wire sets	05/27/2010	61.71	.00	
Total 1118:				373.77	.00	
<b>1132</b>						
<b>Rifle Lock &amp; Safe</b>						
	29889	KEY duplicates	06/01/2010	8.00	.00	
Total 1132:				8.00	.00	
<b>1138</b>						
<b>Schmueser/Gordon/Meyer, Inc</b>						
	146	PHASE 287	05/27/2010	32,048.75	.00	
	99055K-4	WWTP OPERATOR ASSISTANC	05/25/2010	1,809.03	.00	
	99055L-4	Uni-Directional Flushing Prog Des	05/25/2010	3,103.25	.00	
Total 1138:				36,761.03	.00	
<b>1143</b>						
<b>Swallow Oil Company</b>						
	B122708	UNLEADED /FLEET	06/01/2010	1,152.28	.00	
Total 1143:				1,152.28	.00	
<b>1181</b>						
<b>Garfield Steel &amp; Machine, Inc</b>						
	00071737	nitrogen	05/24/2010	188.55	.00	
	00071804	plasma table	05/27/2010	70.00	.00	
Total 1181:				258.55	.00	
<b>1188</b>						
<b>Jean's Printing</b>						
	101781	sub districts boundaries	05/25/2010	28.97	.00	
Total 1188:				28.97	.00	
<b>1219</b>						
<b>Westheffer Company, Inc</b>						
	356676	PRESS RELEASE VA	05/18/2010	98.84	.00	
	356873	PRESS RELEASE VA	05/24/2010	49.03	.00	
Total 1219:				147.87	.00	
<b>1233</b>						
<b>Grand River Hospital District</b>						
	05052010	Ryan drug screen	05/05/2010	84.00	.00	
Total 1233:				84.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>1252</b>						
<b>Elmer Glass Company/rifle Inc</b>						
	1011663	RESCREEN, LABOR/638 PARK	05/28/2010	11.29	.00	
Total 1252:				11.29	.00	
<b>1258</b>						
<b>Hach Company</b>						
	6748793	ammonia	05/26/2010	52.64	.00	
Total 1258:				52.64	.00	
<b>1289</b>						
<b>Galls Incorporated</b>						
	510620025	2 way radio battery	05/26/2010	926.84	.00	
Total 1289:				926.84	.00	
<b>1339</b>						
<b>Grand Junction Pipe &amp; Supply</b>						
	C2318227	valve box	05/20/2010	30.00	.00	
	C2318916	sprinkler parts	05/26/2010	1,009.20	.00	
	C2318988	transformer	05/26/2010	98.08	.00	
	C2319491	weather station	05/28/2010	126.23	.00	
	C2319504	goulds pump	05/28/2010	715.00	.00	
	C2319520	meter pit	05/28/2010	491.43	.00	
	C2319521	meter pit	05/28/2010	251.43	.00	
Total 1339:				2,721.37	.00	
<b>1407</b>						
<b>Usa Blue Book</b>						
	156456	HD POLYETHYLELE WIDE MOU	05/24/2010	33.16	.00	
Total 1407:				33.16	.00	
<b>1437</b>						
<b>TAYLOR FENCE COMPANY OF GRAND</b>						
	28579	CONSTRUCTION PANELS	05/27/2010	28.80	.00	
	28580	CONSTRUCTION PANELS	05/27/2010	15.00	.00	
Total 1437:				43.80	.00	
<b>1560</b>						
<b>Applied Concepts,inc</b>						
	189686	repair radar	05/18/2010	65.00	.00	
Total 1560:				65.00	.00	
<b>1806</b>						
<b>CDMS INC</b>						
	8154	DSL ACCESS - Cemetery	06/01/2010	17.95	.00	
	8154	DSL ACCESS - Pool	06/01/2010	17.95	.00	
Total 1806:				35.90	.00	
<b>1830</b>						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>Grand Valley Foods</b>						
	107641	FOOD PRODUCT/SR CENTER	05/21/2010	543.66	.00	
	107759	FOOD PRODUCT/SR CENTER	05/28/2010	535.39	.00	
	107878	FOOD PRODUCT/SR CENTER	06/04/2010	1,075.90	.00	
Total 1830:				2,154.95	.00	
<b>1927</b>						
<b>Colo Dept Of Natural Resources</b>						
	05172010	DRMS Permit #M-2007-030	05/17/2010	323.00	.00	
Total 1927:				323.00	.00	
<b>1990</b>						
<b>Bookcliff Survey Services, Inc</b>						
	6999	Construction staking of Centennial	05/25/2010	2,463.75	.00	
Total 1990:				2,463.75	.00	
<b>2139</b>						
<b>CDW Government, Inc</b>						
	SSM3365	monitor	05/24/2010	27.01	.00	
Total 2139:				27.01	.00	
<b>2169</b>						
<b>Information Systems Consulting</b>						
	0051423-IN	ip phone	04/30/2010	255.50	.00	
	0051558-IN	smartnet maint	05/10/2010	7.60	.00	
Total 2169:				263.10	.00	
<b>2208</b>						
<b>Amerigas</b>						
	0613-267369A	PROPANE/WATER	06/15/2010	655.56	.00	
Total 2208:				655.56	.00	
<b>2235</b>						
<b>Acme Alarm Company Inc</b>						
	5431MON	3rd qtr monitoring	06/01/2010	90.00	.00	
	5453MON	3rd qtr monitoring	06/01/2010	90.00	.00	
	5544MON	3rd qtr monitoring	06/01/2010	90.00	.00	
	5546MON	3rd qtr monitoring	06/01/2010	162.00	.00	
	5547MON	3rd qtr monitoring	06/01/2010	105.00	.00	
	5548MON	3rd qtr monitoring	06/01/2010	90.00	.00	
Total 2235:				627.00	.00	
<b>2470</b>						
<b>Friends Of Rifle Animal Shltr</b>						
	05072010	VET SPAYING & NEUTER/POUN	05/07/2010	3,005.00	.00	
Total 2470:				3,005.00	.00	
<b>2573</b>						
<b>Mountain West Office Products</b>						
	243286	pen	05/05/2010	23.98-	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	243323I	paper	05/06/2010	8.90	.00	
	243820I	usb drive	05/25/2010	29.79	.00	
	244048I	clock sign, clip, post it tabs	05/24/2010	6.75	.00	
	244048I	clock sign, clip, post it tabs	05/24/2010	31.91	.00	
	244147	usb drive return	05/27/2010	29.79-	.00	
	244153I	sheet protectors	05/26/2010	33.16	.00	
	244189	48" round table	05/26/2010	344.26	.00	
	244373I	toner	06/02/2010	107.52	.00	
	244373I	wrist coil	06/02/2010	2.91	.00	
	244430I	book	06/03/2010	32.62	.00	
	244442I	cartridge	06/03/2010	79.19	.00	
	244633I	envelopes	06/08/2010	7.72	.00	
	244633I	marker	06/08/2010	11.40	.00	
Total 2573:				642.36	.00	
<b>2690</b>						
<b>Down Valley Septic &amp; Drain LLC</b>						
	138465	ROLL OFF - TIP /CEMETARY	05/26/2010	319.60	.00	
Total 2690:				319.60	.00	
<b>2824</b>						
<b>Afiac</b>						
	140760ER	SERVICE FEE	05/17/2010	170.00	.00	
Total 2824:				170.00	.00	
<b>2846</b>						
<b>Colo Mtn News Media</b>						
	4971118	pd lost and found	05/27/2010	133.28	.00	
	4972053	Rec Roundup	05/27/2010	129.90	.00	
	5015279	Rec Roundup	05/27/2010	129.90	.00	
	5015313	Rec Roundup	05/27/2010	129.90	.00	
	5059912	Rec Roundup	05/27/2010	129.90	.00	
Total 2846:				652.88	.00	
<b>2913</b>						
<b>Soak-N-Wet</b>						
	4657	SPRINKLER MAINTENANCE/DD	05/11/2010	178.00	.00	
Total 2913:				178.00	.00	
<b>2970</b>						
<b>Diamond Vogel Paints</b>						
	751091503	glass beads	05/27/2010	100.00	.00	
	751091592	WHITE TRAFFIC PAINT/STREET	06/02/2010	1,033.80	.00	
Total 2970:				1,133.80	.00	
<b>3016</b>						
<b>Flattops Fencing And Supply</b>						
	97257	installation of ballards	05/28/2010	1,545.96	.00	
Total 3016:				1,545.96	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>3083</b>						
<b>ALSCO</b>						
	LGRA852453	LAUNDRY/senior center	05/18/2010	49.86	.00	
	LGRA855286	LAUNDRY/senior center	05/25/2010	40.72	.00	
	LGRA855287	work shirts and pants	05/25/2010	22.55	.00	
	LGRA858221	LAUNDRY/senior center	06/01/2010	60.67	.00	
	LGRA858222	work shirts and pants	06/01/2010	22.55	.00	
Total 3083:				196.35	.00	
<b>3091</b>						
<b>Newman Signs Inc</b>						
	TI-0221939	SIGNS/STREETS	05/26/2010	2,089.12	.00	
Total 3091:				2,089.12	.00	
<b>3389</b>						
<b>Sandy's Office Supply Inc</b>						
	8277 5/10	SUPPLIES	05/31/2010	245.31	.00	
	8412 5/10	SUPPLIES	05/31/2010	2,360.57	.00	
Total 3389:				2,605.88	.00	
<b>3397</b>						
<b>Stripe-A-Lot, Inc.</b>						
	292	City wide restriping program	05/29/2010	15,476.00	.00	
Total 3397:				15,476.00	.00	
<b>3454</b>						
<b>Transwest Freightliner Of Gj</b>						
	4201330058	FUEL FILTER/OIL FILTER	05/13/2010	217.00	.00	
Total 3454:				217.00	.00	
<b>3707</b>						
<b>Interstate Battery System Inc</b>						
	22028630	MTP-65, MTP-78DT	05/27/2010	528.70	.00	
Total 3707:				528.70	.00	
<b>4055</b>						
<b>UPS/United Parcel Service</b>						
	0000Y2097W1	SHIPPING/PD	05/01/2010	13.74	.00	
	0000Y2097W2	SHIPPING/PD	05/15/2010	5.28	.00	
	0000Y2097W2	SHIPPING CHARGES/WATER	05/15/2010	18.72	.00	
	0000Y2097W2	SHIPPING CHARGES/WATER	05/22/2010	102.48	.00	
	0000Y2097W2	SHIPPING/PD	05/22/2010	5.28	.00	
Total 4055:				145.50	.00	
<b>4098</b>						
<b>Heuton Tire Co</b>						
	77641	TIRES/FLEET	05/14/2010	462.00	.00	
Total 4098:				462.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>4123</b>						
<b>Mt Hood Solutions</b>						
	0699893	CLEANING SUPPLIES/SR CENT	05/26/2010	313.40	.00	
Total 4123:				313.40	.00	
<b>4141</b>						
<b>True Brew Coffee Service</b>						
	127056	COFFEE SUPPLIES/CITY HALL	05/20/2010	89.63	.00	
Total 4141:				89.63	.00	
<b>4321</b>						
<b>Barnes Distribution</b>						
	2043774001	BRAKE CLEANER	05/26/2010	83.75	.00	
Total 4321:				83.75	.00	
<b>4403</b>						
<b>Van Hoose, Donald L</b>						
	06032010	BUILDING INSPECTIONS	06/03/2010	420.00	.00	
Total 4403:				420.00	.00	
<b>4459</b>						
<b>Ground Engineering Consultants</b>						
	106521.0-1	Materials testing Graham WTP	05/21/2010	222.00	.00	
Total 4459:				222.00	.00	
<b>4590</b>						
<b>Colorado Poolscapes Inc</b>						
	92310	POOL CHEMICALS	05/24/2010	616.46	.00	
Total 4590:				616.46	.00	
<b>4753</b>						
<b>Rifle Truck &amp; Trailer</b>						
	2518	RING RECESSED ROPE	05/24/2010	24.00	.00	
Total 4753:				24.00	.00	
<b>4771</b>						
<b>Walker Jan</b>						
	12	PERFORMANCE/SR CENTER	05/20/2010	40.00	.00	
Total 4771:				40.00	.00	
<b>4811</b>						
<b>United Site Services Inc</b>						
	103-30667	PORTABLE RESTROOM/RMP H	05/20/2010	396.96	.00	
	103-30784	PORTABLE RESTROOM/ joyce	05/21/2010	65.00	.00	
	103-30785	PORTABLE RESTROOM/ heinze	05/21/2010	65.00	.00	
	103-30786	PORTABLE RESTROOM/DAVID	05/21/2010	130.00	.00	
	103-30896	PORTABLE RESTROOM/ deerfiel	05/24/2010	45.00	.00	
Total 4811:				701.96	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>4839</b>						
<b>Apeiron Utility Construction</b>						
	3340	school zone beacons @ 5th & RR	06/02/2010	1,083.86	.00	
Total 4839:				1,083.86	.00	
<b>4850</b>						
<b>Rifle Community Foundation Inc</b>						
	052110	2010 Contribution	05/21/2010	32,000.00	.00	
Total 4850:				32,000.00	.00	
<b>4879</b>						
<b>Cardiff Cleaning Services</b>						
	3822	Contract cleaning	05/15/2010	4,175.00	.00	
Total 4879:				4,175.00	.00	
<b>4916</b>						
<b>Mountain Peak Controls Inc</b>						
	0235350	animal shelter pest control	05/05/2010	50.00	.00	
Total 4916:				50.00	.00	
<b>4926</b>						
<b>Ge Capital</b>						
	53971346	SHARP COPIERS/ FINANCE	05/19/2010	216.47	.00	
	53971346	SHARP COPIERS/ PD	05/19/2010	359.22	.00	
Total 4926:				575.69	.00	
<b>4963</b>						
<b>Intellipay Inc</b>						
	6943	transaction fee	05/03/2010	84.40	.00	
Total 4963:				84.40	.00	
<b>4964</b>						
<b>Western Petroleum Co</b>						
	Q0051	CHV REGAL ISO	05/24/2010	76.25	.00	
Total 4964:				76.25	.00	
<b>4966</b>						
<b>Graphic Edge</b>						
	449252	Team uniforms/rec	05/25/2010	74.69	.00	
	449258	Team uniforms/rec	05/26/2010	75.97	.00	
	449566	Team uniforms/rec	05/25/2010	81.21	.00	
	450893	Team uniforms/rec	05/25/2010	124.05	.00	
	450895	Team uniforms/rec	05/25/2010	69.45	.00	
	451087	Team uniforms/rec	05/26/2010	260.64	.00	
	451153	Team uniforms/rec	05/26/2010	268.86	.00	
	451155	Team uniforms/rec	05/27/2010	538.75	.00	
	453879	Team uniforms/rec	05/27/2010	566.18	.00	
	453910	Team uniforms/rec	05/27/2010	94.31	.00	
Total 4966:				2,154.11	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>4989</b>						
<b>Mr Power S/Sandor Drucker</b>						
	117	SIDEWALK CLEANING/DDA	06/01/2010	1,000.00	.00	
Total 4989:				1,000.00	.00	
<b>5023</b>						
<b>CASELLE INC</b>						
	34746	CONTRACT SUPPORT/FINANC	05/03/2010	3,513.00	.00	
Total 5023:				3,513.00	.00	
<b>5066</b>						
<b>CARTEGRAPH SYSTEMS INC</b>						
	R-06492	5 pack subscription	05/04/2010	1,200.00	.00	
	R-06492	5 pack subscription	05/04/2010	1,200.00	.00	
	R-06492	5 pack subscription	05/04/2010	901.00	.00	
	R-06492	5 pack subscription	05/04/2010	901.00	.00	
Total 5066:				4,202.00	.00	
<b>5183</b>						
<b>FLINT ENRGY SERVICES, INC.</b>						
	118106	white line	05/27/2010	208.65	.00	
Total 5183:				208.65	.00	
<b>5191</b>						
<b>STANEK CONSTRUCTORS, INC.</b>						
	PAY APP 29,3	CONSTRUCTION OF WW RECL	05/01/2010	98,016.19	.00	
	PAY APP 29,3	SGM Costs	05/01/2010	34,477.37-	.00	
Total 5191:				63,538.82	.00	
<b>5196</b>						
<b>L.L. JOHNSON DISTRIBUTING CO</b>						
	0546528-00	bearing	05/25/2010	138.14	.00	
Total 5196:				138.14	.00	
<b>5253</b>						
<b>FASTENAL</b>						
	CORIF32294	o-ring	05/19/2010	1.15	.00	
Total 5253:				1.15	.00	
<b>5384</b>						
<b>MOUNTAIN HIGH PAINT</b>						
	6513	athletic field marking	05/25/2010	253.58	.00	
	6621	Piston lube	06/03/2010	18.43	.00	
Total 5384:				272.01	.00	
<b>5503</b>						
<b>JAY-MAX SALES</b>						
	188077	rag	05/13/2010	29.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5503:				29.00	.00	
<b>5548</b>						
<b>Power Equipment Company</b>						
	G002044782	parts	02/19/2010	67.49	.00	
	G002044807	parts	02/23/2010	67.49	.00	
Total 5548:				134.98	.00	
<b>5609</b>						
<b>Ohio Calibration Laboratories</b>						
	8447	Calibration PD	05/25/2010	45.00	.00	
Total 5609:				45.00	.00	
<b>5613</b>						
<b>SunEdison, LLC/pump station</b>						
	007710060043	PUMP STATION #1	06/01/2010	6,023.32	.00	
Total 5613:				6,023.32	.00	
<b>5634</b>						
<b>Dept. of Labor and Employment</b>						
	532207	BOILER INSPECTIONS	05/11/2010	30.00	.00	
Total 5634:				30.00	.00	
<b>5680</b>						
<b>Malcolm Pirnie, Inc.</b>						
	100109603	NEPA DOCUMENTATION	06/08/2010	17,550.00	.00	
Total 5680:				17,550.00	.00	
<b>5729</b>						
<b>CAMPUS TEAM WEAR</b>						
	P01945450001	uniforms	05/26/2010	1,358.31	.00	
Total 5729:				1,358.31	.00	
<b>5751</b>						
<b>SYMBOL ARTS</b>						
	0128411-IN	Badges	05/21/2010	285.00	.00	
Total 5751:				285.00	.00	
<b>5752</b>						
<b>Accutest Mountain States</b>						
	D5-8837	WATER QUALITY	05/19/2010	1,458.00	.00	
Total 5752:				1,458.00	.00	
<b>5788</b>						
<b>ECI Site Construction Mgmt</b>						
	PAY APP 10	Centennial Park Phase I	06/07/2010	251,690.85	.00	
	PAY APP 10	Centennial Park Phase I	06/07/2010	25,169.09-	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5788:				226,521.76	.00	
<b>5833</b>						
<b>SunEdison, LLC/SunE U6 holding</b>						
	007810060043	energy innovation center	06/01/2010	16,937.55	.00	
Total 5833:				16,937.55	.00	
<b>5846</b>						
<b>Mesa County Health Department</b>						
	1298-10	Water Testing	04/13/2010	20.00	.00	
	1299-10	Water Testing	04/13/2010	20.00	.00	
	1300-10	Water Testing	04/13/2010	20.00	.00	
	1302-10	Water Testing	04/13/2010	20.00	.00	
	1791-10	Water Testing	05/18/2010	20.00	.00	
	1792-10	Water Testing	05/18/2010	20.00	.00	
	1793-10	Water Testing	05/18/2010	20.00	.00	
	1794-10	Water Testing	05/18/2010	20.00	.00	
Total 5846:				160.00	.00	
<b>5924</b>						
<b>Britten, Doug</b>						
	3	performance @ sr center	05/28/2010	50.00	.00	
Total 5924:				50.00	.00	
<b>5992</b>						
<b>Trusco Manufacturing Company</b>						
	00008626	Paint Striper	05/20/2010	2,439.00	.00	
Total 5992:				2,439.00	.00	
<b>6000</b>						
<b>Mountain Blue Turf Farm</b>						
	10251	sod	05/25/2010	236.16	.00	
Total 6000:				236.16	.00	
<b>6001</b>						
<b>Christie Ward &amp; Associates, Inc</b>						
	957	training & interviewinig	06/06/2010	4,526.71	.00	
Total 6001:				4,526.71	.00	
<b>6002</b>						
<b>Consolidated Water Solutions</b>						
	1961	55 gal drum cp4148	05/27/2010	874.65	.00	
Total 6002:				874.65	.00	
<b>6003</b>						
<b>Wholesale Truss Company</b>						
	4009922	trusses	06/04/2010	494.58	.00	
Total 6003:				494.58	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6004						
Ferguson Enterprises, Inc	2861380	waterfree urn cart	05/28/2010	176.88	.00	
Total 6004:				176.88	.00	
6005						
Faurot Forensic Products, Inc	0114425-IN	dental stone, impression wax	05/21/2010	62.45	.00	
Total 6005:				62.45	.00	
Grand Totals:				532,041.15	.00	

Dated: 6/9/10City Treasurer: Chad Kelly

## Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

# ACH Payments & Prepaid Check Run

City of Rifle

Check Register - GL Detail Report - Finance Director Sign  
Check Issue Dates: 5/27/2010 - 6/1/2010

Page: 1  
Jun 01, 2010 04:48PM

Report Criteria:  
Report type: GL detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
05/10	05/27/2010	46869	5484	GEHRKE, STEVE	052510	1	210-4521-400-5	.00	29.70
Total 46869:								.00	29.70
05/10	05/27/2010	46870	4345	Helen Artist-Rogers/HR Design	1406	1	205-4651-400-7	.00	247.50
Total 46870:								.00	247.50
05/10	05/27/2010	46871	5949	SHROYER, NINA	691617	1	204-4650-400-7	.00	1,000.00
Total 46871:								.00	1,000.00
06/10	06/01/2010	46872	5154	DM NEUMAN CONSTRUCTION	8617	1	100-204-000	.00	6,800.00
Total 46872:								.00	6,800.00
06/10	06/01/2010	46873	3015	Kroger/King Sooper Cust Charge	021249	1	210-4521-400-6	.00	227.08
06/10	06/01/2010	46873	3015	Kroger/King Sooper Cust Charge	104645	1	100-4191-400-5	.00	13.89
06/10	06/01/2010	46873	3015	Kroger/King Sooper Cust Charge	148900	1	210-4521-400-6	.00	18.98
06/10	06/01/2010	46873	3015	Kroger/King Sooper Cust Charge	150056	1	210-4521-400-6	.00	4.99
Total 46873:								.00	264.94
06/10	06/01/2010	46874	5960	Andrew, Stephanie	2000519.002	1	210-3000-347-0	.00	13.00
Total 46874:								.00	13.00
06/10	06/01/2010	46875	5960	Kathy Young	2000520.002	1	210-3000-347-0	.00	24.00
Total 46875:								.00	24.00
06/10	06/01/2010	46876	5805	Spakanik, Laurie	REFUND RV	1	100-204-000	.00	779.00
Total 46876:								.00	779.00
06/10	06/01/2010	46877	2960	Walmart Community	006486	1	100-4514-400-6	.00	18.72
06/10	06/01/2010	46877	2960	Walmart Community	006926	1	320-4325-400-6	.00	269.55
06/10	06/01/2010	46877	2960	Walmart Community	007986	1	210-4521-400-6	.00	97.64
06/10	06/01/2010	46877	2960	Walmart Community	012894	1	320-4325-400-6	.00	8.88
06/10	06/01/2010	46877	2960	Walmart Community	014459	1	320-4325-400-6	.00	306.09
06/10	06/01/2010	46877	2960	Walmart Community	019447	1	100-4422-400-6	.00	49.97
06/10	06/01/2010	46877	2960	Walmart Community	023050	1	210-4521-400-6	.00	24.96
Total 46877:								.00	775.81
06/10	06/01/2010	46878	1120	Xcel Energy inc	11214424	1	100-4310-400-4	.00	1,127.58
Total 46878:								.00	1,127.58
05/10	05/27/2010	527100045	1114	Wells Fargo Bank West	05272010	1	310-4331-400-8	.00	2,059.76 M
05/10	05/27/2010	527100045	1114	Wells Fargo Bank West	05272010	2	310-4331-400-8	.00	6,666.67 M

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount	
Total 527100045:								.00	8,726.43	
05/10	05/27/2010	527100046	3858	Wells Fargo Bank Mn Na	05272010	1	310-4331-400-8	.00	3,746.25	M
05/10	05/27/2010	527100046	3858	Wells Fargo Bank Mn Na	05272010	2	310-4331-400-8	.00	5,416.67	M
Total 527100046:								.00	9,162.92	
05/10	05/27/2010	527100047	5998	UMB BANK NA	05272010	1	201-4312-400-8	.00	53,325.63	M
Total 527100047:								.00	53,325.63	
05/10	05/27/2010	527100048	5195	ALL POINTS CAPITAL CORPOR	05272010	1	100-4215-400-8	.00	38,731.14	M
05/10	05/27/2010	527100048	5195	ALL POINTS CAPITAL CORPOR	05272010	2	100-4215-400-8	.00	93,993.03	M
Total 527100048:								.00	132,724.17	
05/10	05/27/2010	527100049	5602	Colorado State Bank and Trust	05272010	1	210-4523-400-8	.00	50,268.34	M
05/10	05/27/2010	527100049	5602	Colorado State Bank and Trust	05272010	2	210-4523-400-8	.00	110,895.46	M
Total 527100049:								.00	161,163.80	
Grand Totals:								.00	376,164.48	

Dated: 6/1/10

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

Finance Director : *[Signature]*

Report Criteria:  
 Report type: GL detail

# Prepaid Check Run

Report Criteria:  
Report type: GL detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
06/10	06/04/2010	46988	1046	Colo Municipal Clerks Assoc	06022010	1	100-4132-400-5	.00	60.00
Total 46988:								.00	60.00
06/10	06/04/2010	46989	5137	INTERNATIONAL INSTITUTE OF	06022010	1	100-4114-400-5	.00	75.00
Total 46989:								.00	75.00
06/10	06/04/2010	46990	3015	Kroger/King Sooper Cust Charge	014234	1	100-4514-400-6	.00	56.76
06/10	06/04/2010	46990	3015	Kroger/King Sooper Cust Charge	088521	1	100-4514-400-6	.00	28.60
06/10	06/04/2010	46990	3015	Kroger/King Sooper Cust Charge	108176	1	100-4514-400-6	.00	11.90
06/10	06/04/2010	46990	3015	Kroger/King Sooper Cust Charge	122394	1	100-4514-400-6	.00	5.56
06/10	06/04/2010	46990	3015	Kroger/King Sooper Cust Charge	208869	1	100-4514-400-6	.00	5.95
Total 46990:								.00	108.77
06/10	06/04/2010	46991	2830	Qwest	625-0039 5/1	1	100-4310-400-5	.00	95.90
06/10	06/04/2010	46991	2830	Qwest	625-0309 5/1	1	210-4521-400-5	.00	53.28
06/10	06/04/2010	46991	2830	Qwest	625-1060 5/1	1	310-4331-400-5	.00	81.88
06/10	06/04/2010	46991	2830	Qwest	625-1636 5/1	1	210-4521-400-5	.00	54.85
06/10	06/04/2010	46991	2830	Qwest	625-1877 5/1	1	100-4514-400-5	.00	45.12
06/10	06/04/2010	46991	2830	Qwest	625-2841 5/1	1	310-4331-400-5	.00	50.31
06/10	06/04/2010	46991	2830	Qwest	625-3180 5/1	1	100-4210-400-5	.00	88.28
06/10	06/04/2010	46991	2830	Qwest	625-3185 5/1	1	210-4513-400-5	.00	48.02
06/10	06/04/2010	46991	2830	Qwest	625-3712 5/1	1	100-4210-400-5	.00	62.09
06/10	06/04/2010	46991	2830	Qwest	625-3724 5/1	1	310-4331-400-5	.00	54.21
06/10	06/04/2010	46991	2830	Qwest	625-3798 5/1	1	210-4521-400-5	.00	51.89
06/10	06/04/2010	46991	2830	Qwest	625-3957 5/1	1	100-4310-400-5	.00	53.10
06/10	06/04/2010	46991	2830	Qwest	625-4620 5/1	1	100-4210-400-5	.00	69.57
06/10	06/04/2010	46991	2830	Qwest	625-4622 5/1	1	320-4325-400-5	.00	64.07
06/10	06/04/2010	46991	2830	Qwest	625-4960 5/1	1	320-4325-400-5	.00	123.19
06/10	06/04/2010	46991	2830	Qwest	625-8808 5/1	1	100-4414-400-5	.00	91.61
06/10	06/04/2010	46991	2830	Qwest	625-9179 05/	1	100-4151-400-5	.00	89.16
Total 46991:								.00	1,176.53
06/10	06/04/2010	46992	2423	Rifle City Petty Cash Rmp	06042010	1	210-001-002	.00	100.00
Total 46992:								.00	100.00
06/10	06/04/2010	46993	4045	Sanborn Studio	772	1	205-4651-400-7	.00	260.67
Total 46993:								.00	260.67
06/10	06/04/2010	46994	5980	Sulliivan, Nathan	03212010	1	100-4414-400-6	.00	50.00
Total 46994:								.00	50.00
06/10	06/04/2010	46995	3632	Tyler, Micheal	05212010	1	100-4210-400-5	.00	213.41
Total 46995:								.00	213.41
06/10	06/04/2010	46996	2960	Walmart Community	019292	1	100-4514-400-6	.00	127.69

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
06/10	06/04/2010	46996	2960	Walmart Community	019950	1	100-4514-400-6	.00	28.98
06/10	06/04/2010	46996	2960	Walmart Community	024808	1	100-4210-400-6	.00	28.88
Total 46996:								.00	185.55
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	1	210 4513 400 4	.00	122.46
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	1	210 4513 400 4	.00	122.46- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	2	210 4513 400 4	.00	31.56
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	2	210 4513 400 4	.00	31.56- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	3	210 4513 400 4	.00	22.30
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	3	210 4513 400 4	.00	22.30- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	4	310 4331 400 4	.00	21.65
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	4	310 4331 400 4	.00	21.65- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	5	310 4331 400 4	.00	279.37
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	5	310 4331 400 4	.00	279.37- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	6	310 4331 400 4	.00	2,468.78
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	6	310 4331 400 4	.00	2,468.78- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	7	320 4325 400 4	.00	241.77
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	7	320 4325 400 4	.00	241.77- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	8	310 4331 400 4	.00	1,604.67
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	8	310 4331 400 4	.00	1,604.67- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	9	100 4310 400 4	.00	10.71
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	9	100 4310 400 4	.00	10.71- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	10	100 4422 400 4	.00	45.45-
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	10	100 4422 400 4	.00	45.45 V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	11	320 4325 400 4	.00	1,857.91
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	11	320 4325 400 4	.00	1,857.91- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	12	100 4800 400 4	.00	282.37
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	12	100 4800 400 4	.00	282.37- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	13	100 4310 400 4	.00	26.41
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	13	100 4310 400 4	.00	26.41- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	14	210 4521 400 4	.00	15.84
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	14	210 4521 400 4	.00	15.84- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	15	100 4310 400 4	.00	11.61
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	15	100 4310 400 4	.00	11.61- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	16	100 4422 400 4	.00	11.89
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	16	100 4422 400 4	.00	11.89- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	17	310 4331 400 4	.00	36.98
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	17	310 4331 400 4	.00	36.98- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	18	210 4521 400 4	.00	1,016.72
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	18	210 4521 400 4	.00	1,016.72- V
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06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	19	210 4521 400 4	.00	473.28- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	20	310 4331 400 4	.00	12.07
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	20	310 4331 400 4	.00	12.07- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	21	320 4325 400 4	.00	195.29
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	21	320 4325 400 4	.00	195.29- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	22	100 4310 400 4	.00	25.33
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	22	100 4310 400 4	.00	25.33- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	23	210 4521 400 4	.00	54.79
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	23	210 4521 400 4	.00	54.79- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	24	210 4521 400 4	.00	11.70
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	24	210 4521 400 4	.00	11.70- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	25	100 4414 400 4	.00	93.99
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	25	100 4414 400 4	.00	93.99- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	26	210 4521 400 4	.00	19.89

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	26	210 4521 400 4	.00	19.89- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	27	100 4310 400 4	.00	20.38
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	27	100 4310 400 4	.00	20.38- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	28	310 4331 400 4	.00	566.70
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	28	310 4331 400 4	.00	566.70- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	29	210 4513 400 4	.00	32.32
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	29	210 4513 400 4	.00	32.32- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	30	100 4194 400 4	.00	2,250.32
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	30	100 4194 400 4	.00	2,250.32- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	31	100 4800 400 4	.00	12.85
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	31	100 4800 400 4	.00	12.85- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	32	100 4310 400 4	.00	11.70
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	32	100 4310 400 4	.00	11.70- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	33	100 4310 400 4	.00	23.64
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	33	100 4310 400 4	.00	23.64- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	34	210 4521 400 4	.00	314.67
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	34	210 4521 400 4	.00	314.67- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	35	310 4331 400 4	.00	58.86
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	35	310 4331 400 4	.00	58.86- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	36	210 4521 400 4	.00	47.44
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	36	210 4521 400 4	.00	47.44- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	37	100 4514 400 4	.00	971.03
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	37	100 4514 400 4	.00	971.03- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	38	210 4521 400 4	.00	299.85
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	38	210 4521 400 4	.00	299.85- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	39	100 4310 400 4	.00	30.96
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	39	100 4310 400 4	.00	30.96- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	40	100 4310 400 4	.00	1,839.94
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	40	100 4310 400 4	.00	1,839.94- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	41	210 4521 400 4	.00	2,230.22
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	41	210 4521 400 4	.00	2,230.22- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	42	310 4331 400 4	.00	13.81
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	42	310 4331 400 4	.00	13.81- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	43	100 4310 400 4	.00	343.22
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	43	100 4310 400 4	.00	343.22- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	44	320 4325 400 4	.00	5,277.90
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	44	320 4325 400 4	.00	5,277.90- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	45	100 4215 400 4	.00	1,977.69
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	45	100 4215 400 4	.00	1,977.69- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	46	100 4310 400 4	.00	127.89
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	46	100 4310 400 4	.00	127.89- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	47	210 4521 400 4	.00	1,172.18
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	47	210 4521 400 4	.00	1,172.18- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	48	210 4521 400 4	.00	68.32
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	48	210 4521 400 4	.00	68.32- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	49	310 4331 400 4	.00	87.41
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	49	310 4331 400 4	.00	87.41- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	50	100 4310 400 4	.00	136.33
06/10	06/04/2010	46997	1120	Xcel Energy Inc	239596065	50	100 4310 400 4	.00	136.33- V
06/10	06/04/2010	46997	1120	Xcel Energy Inc	304024989	1	310-4331-400-4	.00	20,702.74
06/10	06/04/2010	46997	1120	Xcel Energy Inc	304024989	1	310-4331-400-4	.00	20,702.74- V
Total 46997:								.00	.00
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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
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06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	6	310 4331 400 4	.00	2,468.78
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	7	320 4325 400 4	.00	241.77
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	8	310 4331 400 4	.00	1,604.67
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	9	100 4310 400 4	.00	10.71
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	10	100 4422 400 4	.00	45.45
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	11	320 4325 400 4	.00	1,857.91
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	12	100 4800 400 4	.00	282.37
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	13	100 4310 400 4	.00	26.41
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	14	210 4521 400 4	.00	15.84
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	15	100 4310 400 4	.00	11.61
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	16	100 4422 400 4	.00	11.89
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	17	310 4331 400 4	.00	36.98
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	18	210 4521 400 4	.00	1,016.72
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	19	210 4521 400 4	.00	473.28
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	20	310 4331 400 4	.00	12.07
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	21	320 4325 400 4	.00	195.29
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	22	100 4310 400 4	.00	25.33
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	23	210 4521 400 4	.00	54.79
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	24	210 4521 400 4	.00	11.70
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	25	100 4414 400 4	.00	93.99
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	26	210 4521 400 4	.00	19.89
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	27	100 4310 400 4	.00	20.38
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	28	310 4331 400 4	.00	566.70
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	29	210 4513 400 4	.00	32.32
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	30	100 4194 400 4	.00	2,250.32
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	31	100 4800 400 4	.00	12.85
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	32	100 4310 400 4	.00	11.70
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	33	100 4310 400 4	.00	23.64
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	34	210 4521 400 4	.00	314.67
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	35	310 4331 400 4	.00	58.86
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	36	210 4521 400 4	.00	47.44
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	37	100 4514 400 4	.00	971.03
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	38	210 4521 400 4	.00	299.85
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	39	100 4310 400 4	.00	30.96
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	40	100 4310 400 4	.00	1,839.94
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	41	210 4521 400 4	.00	2,230.22
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	42	310 4331 400 4	.00	13.81
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	43	100 4310 400 4	.00	343.22
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	44	320 4325 400 4	.00	5,277.90
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	45	100 4215 400 4	.00	1,977.69
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	46	100 4310 400 4	.00	127.89
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	47	210 4521 400 4	.00	1,172.18
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	48	210 4521 400 4	.00	68.32
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	49	310 4331 400 4	.00	87.41
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239596065	50	100 4310 400 4	.00	136.33
06/10	06/04/2010	46998	1120	Xcel Energy Inc	239753385	1	310-4331-400-4	.00	7,884.46
Total 46998:								.00	34,703.98
Grand Totals:								.00	36,933.91

Dated: 6/4/10

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

Finance Director : Chalo Kelly

Report Criteria:

Report type: GL detail

June 10, 2010

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

Re: June 16, 2010 City Council Meeting

Dear Mayor Lambert and Members of the Rifle City Council:

The purpose of this letter is to briefly outline the discussion we will have at the June 16, 2010 Rifle City Council Meeting.

1. Ordinance No. 9, Series of 2010 (Medical Marijuana-Infused Products Manufacturing). As we mentioned at your last meeting, the State Legislature recently passed House Bill 10-1284 regulating numerous aspects of the medical marijuana industry. In the absence of state laws, the City adopted local regulations last November with the passage of Ordinance No. 33, Series of 2009. The state law does not take effect until July 2011 and the City will need to amend its Ordinance to comport with the state's licensing scheme by that time. Until then, the state is placing a moratorium on new medical marijuana operations effective July 1, 2010. The moratorium is creating urgent interest from new operations trying to obtain a local license before that date. The state identified three (3) classes of licensing in HB 10-1284: Medical Marijuana Center (retail sales), Medical Marijuana Cultivation (growing operation) and Medical Marijuana Infused Products Manufacturing (making edibles, tinctures, etc.). The City's ordinance addressed dispensary sales and cultivation, but not infused products manufacturing. Because the City has received requests to grant permits for infused products manufacturing, we needed to draft Ordinance No. 9, Series of 2010 before you tonight as an emergency ordinance to provide adequate regulation of this class of business. After meeting with members of the industry, this business is essentially a small bakery the size of a residential kitchen that sells baked goods infused with medical marijuana to dispensaries where they are sold to medical marijuana card-holders.

Ordinance No. 9 amends Chapter 6, Article VIII of the Rifle Municipal Code to include a definition for medical marijuana infused products manufacturing and include such businesses in the City's permit process. To make the Code more concise and edge towards comporting with HB 10-1284, the Ordinance creates a new definition for "medical marijuana business" to include all three types of licenses that state law identifies. An application and separate application fee must be submitted for an infused products manufacturing permit, which are allowed in the CBD, CS, TC and LI zone districts and prohibited in all other zone districts. All zone district requirements must be met so if a small business

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grew into a large scale operation, it would need to comply with the City's usual zoning requirements. Medical marijuana infused products must be manufactured on a permitted premises that is used exclusively for that purpose, so no other business activities may occur on the premises. If medical marijuana is stored on the premises, it must comply with the same security requirements to which dispensaries must adhere.

The subject matter of Ordinance No. 9 was something staff did not see as an issue when we drafted the City's regulations, but with state clarification now, it is something we believe needs to be regulated accordingly. Mike Braaten and I will be happy to discuss this with you further at your meeting.

We recommend approval of Ordinance No. 9, Series of 2010 as an Emergency Ordinance, which will make it effective immediately upon passage with no second reading.

2. Ordinance No. 10, Series of 2010 (Purchasing Code Amendments for Local Preference).

The City awards preference to local contractors bidding on City projects as part of the City's purchasing policy at Chapter 4, Article III of the Rifle Municipal Code. Recently staff and a local committee comprised of area business members and contractors assessed the local preference provisions and found that they should be expanded in the interest of promoting economic growth in the City and encouraging as many local contractors as possible to participate in City projects. The revisions proposed by Ordinance No. 10, Series of 2010 amend the contractor selection and local preference procedures currently used by the City. The Ordinance also amends RMC Section 4-3-110 to add tiers for percentage preferences applicable to local contractors bidding on contracts of less than \$100,000, including the addition of a 5% preference for contract amounts between \$25,001 to \$100,000. Previously all contracts in excess of \$5,000 were subject to a 3% preference for local bidders. Similarly, a new RMC Section 4-3-115 would create a local preference provision for larger contracts in excess of \$100,000 where none is available currently.

In addition to amending and clarifying the local preference regulations, the Ordinance also establishes a uniform contract amount of \$25,000 as the base amount requiring City Council review and approval. Contracts under this amount may be approved administratively (so long as they are budgeted for). In the current Code, the trigger amount for Council review is \$20,000 for capital equipment and capital equipment expenses and \$75,000 for plant equipment replacement. There is really no need to distinguish between these items, and staff feels that requiring all such purchases in excess of \$25,000 to be approved by the Council strikes a prudent balance between administrative efficiency and fiscal oversight. Finally, the Ordinance clarifies the City's RFQ procedure used for design/build and professional services contracts. In addition, if staff has developed a point ranking system for selecting contractors, the new RMC Section 4-3-120 clarifies that local preference will also be factored in the point ranking system.

We believe Ordinance No. 10 is in line with the past discussion we had with Council regarding

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this issue, but we are happy to made amendments or clarifications following first reading.

We recommend approval of Ordinance No. 10, Series of 2010 on first reading.

3. Services Contract for 2010 West Fest. At the City Council's March 12, 2010 meeting it appropriated \$20,000 to assist with the production of West Fest at the Garfield County Fairgrounds on August 13-15, 2010. Garfield County is contributing \$150,000 to the event. City staff and Garfield County staff subsequently met with West Fest representatives to organize logistics of West Fest. Garfield County prepared a Services Contract for its use with Wildfire Productions, Inc. ("WPI"), the manager of West Fest and the we based the City's agreement with WPI on the same form. The Services Contract is a basic contract for professional services used by governments in Colorado. The City is agreeing to contribute \$20,000 to WPI, it is requiring the Contactor to make its records available to the City and procure insurance and make indemnifications, and it is ensuring compliance with CRS§24-76.5-101 regarding the hiring of illegal aliens. The City told WPI that the City had not budgeted the expenses that would fall on the City during West Fest, including additional law enforcement personnel and traffic control, City supervisory personnel and event coordination, and refuse pick up and hauling. Therefore, the City's contribution of \$20,000 must be first utilized to pay the additional expenses incurred by the City and the remaining monies can be provided to WPI directly. Department heads estimate the additional expenses incurred by the City will be in the \$10,000 range. WPI has signed the Contract, but when speaking to them on the phone they did not realize that the \$20,000 would not come as a direct contribution to WPI. We do not think the City can make a \$20,000 direct contribution unless it is willing to re-allocate existing department budgets to absorb the additional expenses incurred as a result of West Fest.

The Scope of Services attached to the Contract details the specifics of the West Fest production, such as the use of funds, marketing and advertising, music and events and the like. The proceeds from West Fest, if any, will be divided 50/50 between WPI and the County/City. The County and City will divide its 50% of the proceeds in same ratio as their contributions, so the City will receive 11.77% of that 50%. The City is agreeing to rely on the reports and audits provided to the County as WPI's satisfaction of the requirements in the Contract and Scope of Services. Staff does not have a problem with these additions requested by WPI because the County will be monitoring all aspects of the event.

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

Very truly yours,

KARP NEU HANLON, P.C.

James S. Neu

JSN:  
Enclosure



## Memo

**To:** John Hier, City Manager  
**From:** Wanda Nelson, City Clerk (u)  
**Date:** June 8, 2010  
**Subject:** Liquor License Application for La Hacienda LLC

### A LIQUOR LICENSE APPLICATION HAS BEEN RECEIVED FOR:

Robert L. Masias and Tracy M. Masias dba La Hacienda LLC  
232 West 3<sup>rd</sup> Street  
Rifle, CO

Type of License: Hotel & Restaurant

According to Rifle Municipal Code §6.5.50, it is the Clerk's responsibility, on behalf of the Liquor Licensing Authority, to investigate the following:

1. Whether the prohibitions contained in CRS §12-46-104 or §12-47-313 apply to the applicant, and
2. The number and type of outlets of a nature similar to the applicant's within one (1) mile in any direction of the proposed location.

In regard to the first item, the prohibitions mentioned in the referenced sections do not apply to La Hacienda LLC. There are six outlets within one mile who hold a Hotel and Restaurant Liquor License. Two outlets have a Beer & Wine License.

The application is now complete and the fees for this application have been paid. Additionally, a petition with signatures of Rifle residents that support this application has been submitted.

This hearing was properly noticed in the newspaper and on the premises. Thank you.





**COLORADO LIQUOR  
 RETAIL LICENSE APPLICATION**

**NEW LICENSE**     **TRANSFER OF OWNERSHIP**     **LICENSE RENEWAL**

• ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN  
 • APPLICANT MUST CHECK THE APPROPRIATE BOX(ES)  
 • LOCAL LICENSE FEE \$ 1150.00  
 • APPLICANT SHOULD OBTAIN A COPY OF THE COLORADO LIQUOR AND BEER CODE (Call 303-370-2165)

1. Applicant is applying as a  
 Corporation     Partnership (includes Limited Liability and Husband and Wife Partnerships)  
 Individual     Limited Liability Company     Association or Other

2. Applicant: If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation    LA Hacienda LLC

2a. Trade Name of Establishment (DBA)    State Sales Tax No.    Business Telephone  
LA Hacienda LLC    42-82089    970-355-4475

3. Address of Premises (specify exact location of premises)  
232 West 3rd Street  
 City Rifle    County Garfield    State CO    ZIP Code 81650

4. Mailing Address (Number and Street)    City or Town    State    ZIP Code  
232 West 3rd street    Rifle    CO    81650

5. If the premises currently have a liquor or beer license, you MUST answer the following questions:

Present Trade Name of Establishment (DBA)	Present State License No.	Present Class of License	Present Expiration Date

LIAB	SECTION A	NONREFUNDABLE APPLICATION FEES	LIAB	SECTION B (CONT.)	LIQUOR LICENSE FEES
2300	<input type="checkbox"/>	Application Fee for New License .....	1985	<input type="checkbox"/>	Resort Complex License (City) .....
2302	<input checked="" type="checkbox"/>	Application Fee for New License - w/Concurrent Review .....	1986	<input type="checkbox"/>	Resort Complex License (County) .....
2310	<input type="checkbox"/>	Application Fee for Transfer .....	1988	<input type="checkbox"/>	Add Related Facility to Resort Complex ... \$ 75.00 X Total
			1990	<input type="checkbox"/>	Club License (City) .....
			1991	<input type="checkbox"/>	Club License (County) .....
			2010	<input type="checkbox"/>	Tavern License (City) .....
			2011	<input type="checkbox"/>	Tavern License (County) .....
			2012	<input type="checkbox"/>	Manager Registration - Tavern .....
			2020	<input type="checkbox"/>	Arts License (City) .....
			2021	<input type="checkbox"/>	Arts License (County) .....
			2030	<input type="checkbox"/>	Racetrack License (City) .....
			2031	<input type="checkbox"/>	Racetrack License (County) .....
			2040	<input type="checkbox"/>	Optional Premises License (City) .....
			2041	<input type="checkbox"/>	Optional Premises License (County) .....
			2045	<input type="checkbox"/>	Vintners Restaurant License (City) .....
			2046	<input type="checkbox"/>	Vintners Restaurant License (County) .....
			2220	<input type="checkbox"/>	Add Optional Premises to H & R .....
			2370	<input type="checkbox"/>	Master File Location Fee .....
			2375	<input type="checkbox"/>	Master File Background .....

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

LIABILITY INFORMATION					
County	City	Industry Type	License Account Number	Liability Date	License Issued Through
				FROM	TO
State	City	County	Managers Reg		
-750 (999)	2180-100 (999)	2190-100 (999)	-750 (999)		
Cash Fund New License			Cash Fund Transfer License		TOTAL
2300-100 (999)			2310-100 (999)		
					\$

MAY 04 2010

## APPLICATION DOCUMENTS CHECKLIST AND WORKSHEET

**Instructions:** This check list should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

### ITEMS SUBMITTED, PLEASE CHECK ALL APPROPRIATE BOXES COMPLETED OR DOCUMENTS SUBMITTED

**I. APPLICANT INFORMATION**

- A. Applicant/Licensee identified.
- B. State sales tax license number listed or applied for at time of application.
- C. License type or other transaction identified.
- D. Return originals to local authority.
- E. Additional information may be required by the local licensing authority.

**II. DIAGRAM OF THE PREMISES**

- A. No larger than 8 1/2" X 11".
- B. Dimensions included (doesn't have to be to scale). Exterior areas should show control (fences, walls, etc.).
- C. Separate diagram for each floor (if multiple levels).
- D. Kitchen - identified if Hotel and Restaurant.

**III. PROOF OF PROPERTY POSSESSION**

- A. Deed in name of the Applicant ONLY (or)
- B. Lease in the name of the Applicant ONLY.
- C. Lease Assignment in the name of the Applicant (ONLY) with proper consent from the Landlord and acceptance by the Applicant.
- D. Other Agreement if not deed or lease.

**IV. BACKGROUND INFORMATION AND FINANCIAL DOCUMENTS**

- A. Individual History Record(s) (Form DR 8404-I).
- B. Fingerprints taken and submitted to local authority. (State authority for master file applicants.)
- C. Purchase agreement, stock transfer agreement, and or authorization to transfer license.
- D. List of all notes and loans.

**V. CORPORATE APPLICANT INFORMATION (If Applicable)**

- A. Certificate of Incorporation (and/or)
- B. Certificate of Good Standing if incorporated more than 2 years ago.
- C. Certificate of Authorization if foreign corporation.
- D. List of officers, directors and stockholders of parent corporation (designate 1 person as "principal officer").

**VI. PARTNERSHIP APPLICANT INFORMATION (If Applicable)**

- A. Partnership Agreement (general or limited). Not needed if husband and wife.

**VII. LIMITED LIABILITY COMPANY APPLICANT INFORMATION (If Applicable)**

- A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office).
- B. Copy of operating agreement.
- C. Certificate of Authority (if foreign company).

**VIII. MANAGER REGISTRATION FOR HOTEL AND RESTAURANT, TAVERN LICENSES WHEN INCLUDED WITH THIS APPLICATION**

- A. \$75.00 fee.
- B. Individual History Record (DR 8404-I).

6. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years? Yes  No

7. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state);  
 (a) been denied an alcohol beverage license?    
 (b) had an alcohol beverage license suspended or revoked?    
 (c) had interest in another entity that had an alcohol beverage license suspended or revoked?    
 If you answered yes to 7a, b or c, explain in detail on a separate sheet.

8. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes," explain in detail.

9. Are the premises to be licensed within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

10. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.

11. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?  
 Ownership  Lease  Other (Explain in Detail)

a. If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:

Landlord <u>Tortilleria LA Roca III</u>	Tenant <u>LA Hacienda LLC</u>	Expires <u>5/31/2013</u>
--	----------------------------------	-----------------------------

Attach a diagram and outline or designate the area to be licensed (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11". (Doesn't have to be to scale)

12. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business. Attach a separate sheet if necessary.

NAME	DATE OF BIRTH	FEIN OR SSN	INTEREST
<u>NONE</u>			

Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

~~13.~~ Optional Premises or Hotel and Restaurant Licenses with Optional Premises Yes  No   
 Has a local ordinance or resolution authorizing optional premises been adopted?

Number of separate Optional Premises areas requested. \_\_\_\_\_ (See License Fee Chart)

~~14.~~ Liquor Licensed Drug Store applicants, answer the following:  
 (a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy? COPY MUST BE ATTACHED. Yes  No

~~15.~~ Club Liquor License applicants answer the following and attach:  
 (a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? Yes  No   
 (b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?    
 (c) How long has the club been incorporated? (d) Has applicant occupied an establishment for three years  
 (Three years required) \_\_\_\_\_ that was operated solely for the reasons stated above?

~~16.~~ Brew-Pub License or Vintner Restaurant Applicants answer the following:  
 (a) Has the applicant received or applied for a Federal Permit? Yes  No   
 (Copy of permit or application must be attached)

17a. Name of Manager (for all on-premises applicants) ROBERT L MARIAS JR (If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an Individual History Record (DR 8404-I). Date of Birth

17b. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes  No

18. Tax Distraint Information. Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? Yes  No   
 If yes, provide an explanation and include copies of any payment agreements.

19. If applicant is a corporation, partnership, association or limited liability company, applicant must list ALL OFFICERS, DIRECTORS, GENERAL PARTNERS, AND MANAGING MEMBERS. In addition applicant must list any stockholders, partners, or members with OWNERSHIP OF 10% OR MORE IN THE APPLICANT. ALL PERSONS LISTED BELOW must also attach form DR 8404-I (Individual History record), and submit finger print cards to their local licensing authority.

NAME	HOME ADDRESS, CITY & STATE	DOB	POSITION	% OWNED*
Robert L Masias Jr	[REDACTED]	[REDACTED]	Sole Member	100%
Tracy M Masias	[REDACTED]	[REDACTED]	Manager	0

\*If total ownership percentage disclosed here does not total 100% applicant must check this box  
 Applicant affirms that no individual other than these disclosed herein, owns 10% or more of the applicant

Additional Documents to be submitted by type of entity

- CORPORATION     Cert. of Incorp.     Cert. of Good Standing (if more than 2 yrs. old)     Cert. of Auth. (if a foreign corp.)  
 PARTNERSHIP     Partnership Agreement (General or Limited)     Husband and Wife partnership (no written agreement)  
 LIMITED LIABILITY COMPANY     Articles of Organization     Cert. of Authority (if foreign company)     Operating Agrmt.  
 ASSOCIATION OR OTHER    Attach copy of agreements creating association or relationship between the parties

Registered Agent (if applicable)

Address for Service

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature

[Signature: Katie Masias]

Title

Sole Member

Date

4/28/10

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY/COUNTY)

Date application filed with local authority

MAY 04 2010  
 May 04, 2010

Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1)) C.R.S.

June 16, 2010

THE LOCAL LICENSING AUTHORITY HEREBY AFFIRMS:

That each person required to file DR 8404-I (Individual History Record) has:

- |  |                                     |                          |
|--|-------------------------------------|--------------------------|
| <input type="checkbox"/> Been fingerprinted .....  | Yes                                 | No                       |
| <input checked="" type="checkbox"/> Been subject to background investigation, including NCIC/CCIC check for outstanding warrants ..... | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with, and aware of, liquor code provisions affecting their class of license .....

(Check One)

- Date of Inspection or Anticipated Date May 20, 2010  
 Upon approval of state licensing authority.

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S. **THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority for

Telephone Number

- TOWN, CITY  
 COUNTY

Signature

Title

Date

Signature (attest)

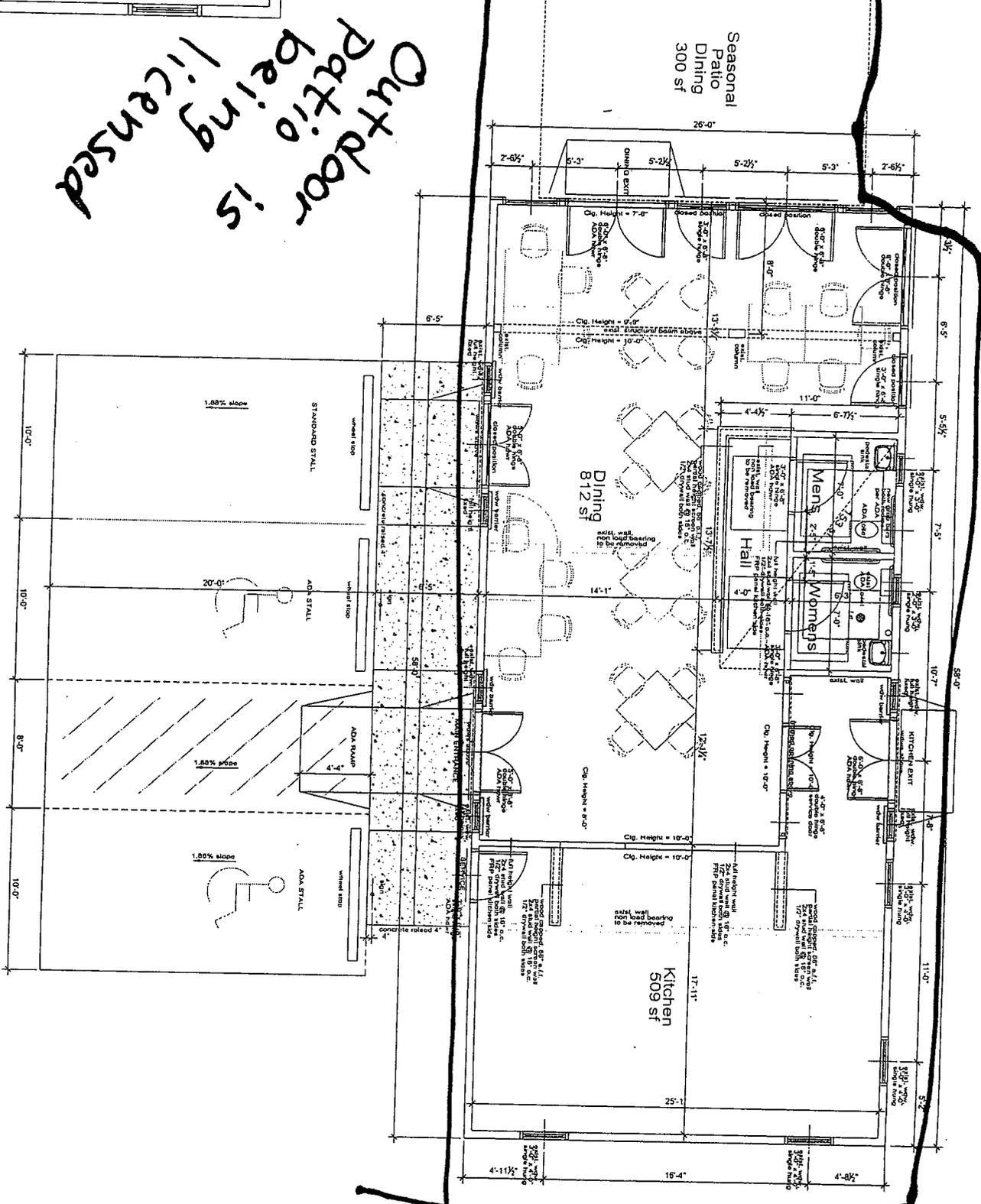
Title

Date

*Outdoor patio being licensed*

**Kitchen Schedule**

Item	Manuf.	Mod. no.
1	XXX	XXX
2	XXX	XXX
3	XXX	XXX
4	XXX	XXX
5	XXX	XXX
6	XXX	XXX
7	XXX	XXX
8	XXX	XXX
9	XXX	XXX
10	XXX	XXX
11	XXX	XXX
12	XXX	XXX



**Improvement Plan**

Scale: 1/4" = 1'-0"

**La Hacienda's**  
**232 West Third Street**  
**Rifle, Colorado**

**Johnson-Cantor Architects, P.C.**  
 Jeffrey Scott Johnson  
 834 Main St., Suite 2  
 Grand Junction, CO 81501  
 (970) 251-1870 phone  
 138 East Third Street  
 Rifle, CO 81650  
 (970) 825-5000 phone  
 www.johnsoncantor.com

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PETITION

Name of Establishment: LA HACIENDA Restaurant

Address: 232 W 3rd Type of Liquor License: Hotel / Rest.

By signing below, I am indicating my support for a Liquor License to be granted at the above named Establishment and Address.

PRINTED NAME	SIGNATURE	OVER 21?	ADDRESS
1. Valerie Cox	<i>Valerie Cox</i>	yes	313 CR 225 Rifle CO 81650
2. Danielle Masias	<i>Danielle Masias</i>	NO	588 COUNTY RD 250 Rifle CO 81650
3. Shona Hoffmeister	<i>Shona Hoffmeister</i>	yes	1164 Booms Pl. Rifle CO
4. Ulrich Euler	<i>Ulrich Euler</i>	yes	2704 West Ave Rifle CO 81650
5. Anja Haener	<i>Anja Haener</i>	yes	6547 Cnty Rd 297 Rifle CO 81650
6. KEVIN J BOGAN	<i>Kevin Bogan</i>	YES	28485 HWY 6 #24 RIFLE CO 81650
7. Andy Padia	<i>Andy Padia</i>	YES	137 E 9th RIFLE CO 81650
8. KIM Bogan	<i>Kim Bogan</i>	yes	2820 HOWARD AVE CO 81650
9. Jane Wilson	<i>Jane Wilson</i>	yes	101 W Cathedral Ct New Castle CO 81647
10. <del>DOUG MANDOCK</del>	<del><i>Doug Mandock</i></del>	<del>yes</del>	<del>11753 320 CR Rifle CO</del>
11. Carl Braden	<i>Carl Braden</i>	yes	208 Miller Ln. Rifle, CO
12. BOB Honeycutt	<i>Bob Honeycutt</i>	yes	27653 Hwy 6 # 815 Rifle CO
13. James Kramp	<i>James Kramp</i>	yes	27653 Hwy 6 # 815 Rifle CO
14. Tara Gallagher	<i>Tara Gallagher</i>	yes	1816 Pleasant Cove Silt 81652
15. Joe Seyffter	<i>Joe Seyffter</i>	yes	1036 MUNRO ST RIFLE CO 81650
16. michelle Ater	<i>Michelle Ater</i>	yes	1003 Howard Ave Rifle
17. Jerry Mills	<i>Jerry Mills</i>	yes	1003 Howard Ave Rifle
18. MARK Baxendale	<i>Mark Baxendale</i>	yes	516 Beaman Ave Debeque
19. Paul DeLaSalle	<i>Paul DeLaSalle</i>	yes	2027 W. 2nd St Rifle
20. Steve Brusin	<i>Steve Brusin</i>	yes	751 Buebege Ct Rifle
21. MITCH WARDLE	<i>Mitch Wardle</i>	yes	1939 W 2nd Pl #6
22. JAMES DUPRAS	<i>James Dupras</i>	yes	319 Capannel Way
23. A. DOOLE	<i>A. Doole</i>	yes	2449 PINE ST.
24. TIM KINCAID	<i>Tim Kincaid</i>	yes	2449 PINE ST
25. Janet Souza	<i>Janet Souza</i>	yes	201 W. 5th St. Rifle

**CITY OF RIFLE, COLORADO**  
**ORDINANCE NO. 9**  
**SERIES OF 2010**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING  
CHAPTER 6, ARTICLE VIII OF THE RIFLE MUNICIPAL CODE TO ADD  
PROVISIONS RELATED TO MEDICAL MARIJUANA-INFUSED PRODUCTS  
MANUFACTURING PERMITS AND DECLARING AN EMERGENCY.

WHEREAS, the City of Rifle (the "City") is a legally and regularly created, established, organized, and existing municipal corporation under the provisions of Article XX of the Constitution of the State of Colorado and the home rule charter of the City (the "Charter"); and

WHEREAS, Section 4.4(h) of the Charter authorizes the City Council to enact emergency ordinances for the preservation of the public peace, health, or safety upon the affirmative vote of seventy-five percent (75%) of the Council members present; and

WHEREAS, Article VIII of Chapter 6 of the Rifle Municipal Code governs the regulation and permitting of medical marijuana dispensaries and cultivation operations but does not specifically address the manufacturing of medical marijuana-infused products; and

WHEREAS, with the passage of House Bill 10-1284, the Colorado State Legislature enacted comprehensive regulations for medical marijuana-related businesses, including medical marijuana-infused products manufacturing, and imposed a state-wide moratorium on the licensing and opening of new medical marijuana-related businesses from July 1, 2010 through June 30, 2011; and

WHEREAS, since the adoption of House Bill 10-1284, the City has received inquiries concerning new medical marijuana-infused products manufacturing operations from individuals seeking permits prior to the July 1, 2010 moratorium, and staff recommends amending Chapter 6, Article VIII of the Rifle Municipal Code to more clearly address the regulation of such entities; and

WHEREAS, failure to address medical marijuana-infused products manufacturing prior to the moratorium would create an immediate negative impact upon the peace, health, safety, and general well-being of the residents of Rifle; and

WHEREAS, the City Council determines that it is necessary to declare an emergency for the preservation of public peace, health, and safety with the imposition of regulations for medical marijuana-infused products manufacturing to correspond to the City's existing medical marijuana regulatory scheme.

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 6-8-10 of the Rifle Municipal Code, "Definitions," is hereby amended by the addition of definitions for medical marijuana-infused products manufacturing operation and medical marijuana business, to be inserted in alphabetical order as follows:

**6-8-10. Definitions.**

(a) Definitions relevant to this Article are incorporated herein as follows:

\* \* \*

*Medical marijuana business* means any medical marijuana dispensary, medical marijuana cultivation operation, or medical marijuana-infused products manufacturing operation, as each are defined herein.

*Medical marijuana-infused products manufacturing operation* means the manufacture of products infused with medical marijuana that are intended for use or consumption other than by smoking, including but not limited to edible products, ointments, and tinctures.

Section 3. Section 6-8-20 of the Rifle Municipal Code, "Permit required," is hereby amended to read as follows, with revisions shown in bold, double-underlined and strike-out text:

**6-8-20. Permit required.**

No person shall operate a ~~medical marijuana dispensary or cultivation operation~~ **medical marijuana business** within the City without a valid permit issued in accordance with this Article.

Section 4. Section 6-8-30 of the Rifle Municipal Code, "Application for permit," is hereby amended to read as follows, with revisions shown in bold, double-underlined and strike-out text:

**6-8-30. Application for Permit.**

(a) A person seeking to obtain a permit pursuant to this Article shall file an application with the City Manager. The form of the application shall be provided by the City Manager.

- (b) An application for a permit under this Article shall contain the following information:
- (1) The name, address, telephone number, date of birth and social security number of all owners of the ~~medical marijuana dispensary or cultivation operation~~ **medical marijuana business**, or if it is a business entity, the names of each natural person who owns any ownership interest in the entity;
  - (2) The street address, and unit number, if applicable, of the proposed ~~medical marijuana dispensary or cultivation operation~~ **medical marijuana business**, and a complete description including sketch diagram of the site for which the permit is being obtained;
  - (3) If the applicant is not the owner of the proposed location of the ~~medical marijuana dispensary or cultivation operation~~ **medical marijuana business**, a statement from the owner of such property on a City-approved form authorizing the submission of the application;
  - (4) A completed set of the applicant's fingerprints;
  - (5) A statement to be initialed by the applicant that the City accepts no legal liability in connection with the approval and subsequent operation of the ~~medical marijuana dispensary or cultivation operation~~ **medical marijuana business**;
  - (6) A consent and acknowledgment that the City will conduct a background investigation of each owner;
  - (7) For a medical marijuana cultivation operation, the applicant must provide evidence that the structure has an adequate electrical supply safely installed for the operation certified by a Colorado licensed electrician, proper filtered ventilation and odor control measures installed so that no odors leave the premises, irrigation and plumbing plan, chemical storage and disposal plan, mitigation measures for air-borne fungi and related pests; and
  - (8) Any additional information that the City Manager reasonably determines to be necessary in connection with the investigation and review of the application.
- ©) Applications deemed complete shall be processed by the City Manager in order of receipt and incomplete applications will be rejected.

Section 5. Section 6-8-50 of the Rifle Municipal Code, "Location requirements," is

hereby amended to read as follows, with revisions shown in bold, double-underlined and strike-out text:

**6-8-50. Location Requirements.**

No ~~medical marijuana dispensary or cultivation operation~~ **medical marijuana business** shall be established except in accordance with the following location requirements:

(1) Each ~~medical marijuana dispensary~~ **medical marijuana business** shall be operated from a permanent and fixed location. No ~~medical marijuana dispensary~~ **medical marijuana business** shall be located in a movable, mobile or transitory location. Nothing herein shall prevent the physical delivery of medical marijuana to a patient or the patient's primary caregiver at a location off of the premises of the permittee's medical marijuana dispensary.

(2) **Medical marijuana dispensary.**

a. A medical marijuana dispensary may only be located within the Central Business District, Community Service Business District or the Tourist Commercial District and are prohibited in all other zone districts. Medical marijuana dispensaries shall not be operated as a home occupation as set forth in Section 16-3-280.

~~(3)~~ b. To preserve the economic diversity and character of the downtown and to prevent an over-concentration of dispensaries, no more than four (4) medical marijuana dispensaries may be located in ground level street front locations in the Central Business District on a first come, first served basis.

~~(4)~~ c. Except in the Central Business District, no medical marijuana dispensary shall be located within 500 feet of another medical marijuana dispensary.

~~(5)~~ (3) **Medical marijuana cultivation operation.** A medical marijuana cultivation operation may only be located in the Light Industrial Zone district and is prohibited in all other zone districts. Prior to receiving a permit pursuant to this Article, a medical marijuana cultivation operation must receive a conditional use permit from the City pursuant to Section 16-3-80 for the proposed location.

(4) **Medical marijuana-infused products manufacturing operation.**

a. **A medical marijuana-infused products manufacturing operation may be located within the Central Business District, Community Service**

**Business District, Tourist Commercial District, or Light Industrial District and are prohibited in all other zone districts. Medical marijuana-infused products manufacturing operations must comply with all zone district requirements set forth in the Code and shall not be operated as a home occupation as set forth in Section 16-3-280.**

- b. Medical marijuana-infused products shall be prepared on a permitted premises that is used exclusively for the manufacture and preparation of medical marijuana-infused products and using equipment that is used exclusively for the manufacture and preparation of medical marijuana-infused products. The premises shall be adequately ventilated so that adjacent properties are not impacted by odors and if medical marijuana is stored on the premises, the permittee shall comply with the operational requirements set forth in Section 6-8-150(h)**

**Section 6.** Subsections (a)(3) and (e) of Section 6-8-100 of the Rifle Municipal Code, “Permit,” are hereby amended to read as follows, with revisions shown in bold, double-underlined and strike-out text:

**6-8-100. Permit.**

- (a) A permit shall contain the following information:

\* \* \*

- (3) The address at which the permittee is authorized to operate the ~~medical marijuana dispensary~~ **medical marijuana business**;

\* \* \*

- (e) A permit shall be continuously posted in a conspicuous location at the ~~medical marijuana dispensary or cultivation operation~~ **medical marijuana business**.

**Section 7.** Subsections (a)(5) and (6) of Section 6-8-140 of the Rifle Municipal Code, “Suspension or Revocation of Permit,” are hereby amended to read as follows, with revisions shown in bold, double-underlined and strike-out text:

**6-8-140. Suspension or Revocation of Permit.**

- (a) A permit issued pursuant to this Article may be suspended or revoked by the City Manager for the following reasons:

\* \* \*

- (5) Operations have ceased at the ~~medical marijuana dispensary or cultivation operation~~ **medical marijuana business** for more than thirty (30) days, including during a change of ownership of the ~~dispensary or cultivation operation~~ **medical marijuana business**; or
- (6) Ownership of the ~~medical marijuana dispensary or cultivation operation~~ **medical marijuana business** has been transferred without the new owner obtaining a permit pursuant to this Article.

Section 8. Section 6-8-180 of the Rifle Municipal Code, "Penalties; Injunctive Relief," is hereby amended to read as follows, with revisions shown in bold, double-underlined and strike-out text:

**6-8-180. Penalties; Injunctive Relief.**

- (a) It is a Class A Misdemeanor offense for any person to violate any provision of this Article. Any person convicted of having violated any provision of this Article shall be punished as set forth in Chapter 1, Article IV of this Code.
- (b) The operation of a ~~medical marijuana dispensary or cultivation operation~~ **medical marijuana business** without a valid permit issued pursuant to this Article may be enjoined by the City in an action brought in a court of competent jurisdiction. In any case in which the City prevails in a civil action initiated pursuant to this section, the City may recover its reasonable attorney fees plus costs of the proceeding.
- (c) The remedies provided in this Article VIII are in addition to any other remedy provided by applicable law.

Section 9. Appendix A of the Rifle Municipal Code is hereby amended to read as follows, with revisions shown in bold, double-underlined and strike-out text:

Code §	Description	Fee
6-8-40	<del>Medical marijuana dispensary or cultivation operation</del> <b><u>medical marijuana business</u></b> application form <b><u>packet fee</u></b>	\$50.00

6-8-40	Medical marijuana dispensary or cultivation operation <del>medical marijuana business</del> application filing fee	\$1,000.00 <u>per permit</u>
6-8-40	Background investigation fee per person	\$100.00
6-8-90	Appeal fee	\$250.00
6-8-100(d)	Permit transfer fee	\$500.00 <u>per permit</u>
6-8-110	Medical marijuana dispensary or cultivation operation <del>medical marijuana business</del> application filing fee	\$850.00 <u>per permit</u>

Section 10. It is hereby declared that, in the opinion of the Rifle City Council, an emergency exists; that there is a need for the immediate preservation of the peace, health, and safety of the City of Rifle, and its residents and guests; and, the amendments to Chapter 6, Article VIII of the Rifle Municipal Code must become effective immediately to protect the interests of Rifle citizens.

Section 11. This ordinance shall become effective immediately upon passage, without second reading.

Section 12. If any section, subsection, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional in a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and shall not affect the validity of the remaining portions thereof.

INTRODUCED as an emergency ordinance by the City Council of the City of Rifle, Colorado, at a regular meeting of the Council held on June 16, 2010, approved by at least seventy-five percent (75%) of the Council members present, and ordered published in full as required by the Charter.

Dated this \_\_\_ day of \_\_\_\_\_, 2010.

CITY OF RIFLE, COLORADO

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

ATTEST:

---

City Clerk

**CITY OF RIFLE, COLORADO  
ORDINANCE NO. 10  
SERIES OF 2010**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING  
CHAPTER 4, ARTICLE III OF THE RIFLE MUNICIPAL CODE REGARDING  
THE CITY OF RIFLE PURCHASING POLICY.

WHEREAS, Chapter 4, Article III of the Rifle Municipal Code ("RMC") establishes the City of Rifle's purchasing policy, including terms for awarding preference to local contractors bidding on City projects; and

WHEREAS, in order to promote growth and expand opportunities for local contractors and suppliers to participate in City projects during difficult economic times, the City wishes to expand its local preference regulations and clarify some of its contracting policies in the RMC; and

WHEREAS, in the interest of promoting efficient and careful review of all City purchases, City staff has also reassessed the RMC's general purchasing policy and proposes revisions to the minimum contract amounts for capital construction, capital equipment, and plant equipment purchases which require City Council approval; and

WHEREAS, the Rifle City Council finds and determines the best interests of the citizens of Rifle will be served by adopting the following amendments to Chapter 4, Article III of the RMC 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. The definition of "local vendor" at Section 4-3-20 of the Rifle Municipal Code is hereby repealed in its entirety and readopted to read as follows:

4-3-20. Definitions.

\* \* \*

*Local vendor* shall mean contractors, vendors, suppliers or other retailers with a principal place of business located within the City or within a radius of three (3) miles thereof, for primary preference, or beyond three (3) miles thereof, but within Garfield County, for purposes of secondary preference. Businesses which maintain satellite offices within the City shall not be considered local for purposes of this definition.

Section 3. Subsections (a)(1), (a)(3), and (a)(4) of Section 4-3-50 of the Rifle Municipal Code, "Purchasing awards and process," are hereby amended to read as follows, with revisions shown in bold, double-underlined text and deletions in strike-out text:

**4-3-50. Purchasing authority and process.**

(a) The purchasing authority and process required for all types and amounts of procurement shall be as follows, provided that all monetary limits set forth in this Section are maximum ceilings; and nothing shall prohibit the Purchasing Agent from utilizing a higher level process than set forth or from requesting Council consideration of a purchase when not required:

(1) Capital construction.

a. Authority. The City Council must approve all awards of a contract for capital construction in an amount estimated to exceed ~~twenty thousand dollars (\$20,000.00)~~, **twenty-five thousand dollars (\$25,000.00)** and any purchase for such purpose from the Capital Fund.

b. Required procedures:

<u>Estimated Contract Amount</u>	<u>Process</u>
Less than \$5,000	Open market
\$5,000-\$20,000 <b><u>\$25,000</u></b>	Comparative pricing
<del>Greater than \$20,000</del> <b><u>\$25,001-\$100,000</u></b>	Competitive bid
Greater than \$100,000	Bonded competitive bid
Design/build contract (any amount)	Request for proposals

\* The City Manager may require in his or her discretion that contracts awarded based upon competitive bid be bonded.

\* \* \*

(3) Capital equipment.

a. Authority. The City Council must approve all awards of contract for capital equipment in excess of ~~twenty thousand dollars (\$20,000.00)~~ **twenty-five thousand dollars (\$25,000.00)**, and any purchase for such purpose from the Capital Fund.

b. Required procedures:

<u>Estimated Contract Amount</u>	<u>Process</u>
Less than \$5,000	Open market
\$5,000-\$20,000 <b><u>\$25,000</u></b>	Comparative pricing
Greater than \$20,000 <b><u>\$25,000</u></b>	Competitive bid

(4) Plant equipment replacement. Purchases necessary for the replacement of existing equipment that is a component part of any water, sewer or physical plant.

a. Authority. The City Council must approve all purchases for plant equipment replacement in excess of ~~seventy-five thousand dollars (\$75,000.00)~~ **twenty-five thousand dollars (\$25,000.00)**.

b. Required procedures:

<u>Estimated Contract Amount</u>	<u>Process</u>
Less than \$7,500	Open market
\$7,500-\$75,000	Comparative pricing
Greater than \$75,000	Competitive bid

Section 4. Section 4-3-80 of the Rifle Municipal Code, "Waiver of procedures," is hereby amended to read as follows, with revisions shown in bold, double-underlined text and deletions in strike-out text:

**4-3-80. Waiver of procedures.**

~~Except for the provisions of Paragraphs 4-3-50(a)(1) and (2) above, u~~Upon a majority vote, the City Council may approve a waiver of any of the provisions of this Article, after consideration of the particular facts and circumstances necessitating the request for waiver. All of the procedures herein may be modified to prevent the loss of any gift or grant to the City. **Additionally, no waiver of the provisions of this Article shall be permitted where purchases are required by state or federal law to be awarded to the "lowest responsible bidder" or where state or federal laws preclude application of local preference regulations to a particular purchase when such state or federal law applies to the City.**

Section 5. Section 4-3-110 of the Rifle Municipal Code, "Local preference," is hereby amended to read as follows, with revisions shown in bold, double-underlined text and deletions in strike-out text:

**4-3-110. Local Preference.**

(a) Notwithstanding other provisions of this Article, in the awarding of contracts for goods or services, the City Council and Purchasing Agent shall provide the following primary and secondary percentage preferences for local goods and services provided by local vendors when quality, delivery time, and services are judged by the Purchasing Agent to be essentially equal:

<i>Contract Amount</i>	<i>Primary Preference for <u>City of Rifle</u> Goods/Vendors</i>	<i>Secondary Preference for <u>County Garfield County</u> Goods/Vendors</i>
Less than \$1,000	10% discount	5% discount
\$1,001 to \$5,000	6% <del>8%</del> discount	3% <del>4%</del> discount
\$5,001 and <del>&gt;</del> <u>-\$25,000</u>	3% <del>6%</del> discount	1.5% <del>3%</del> discount
<u>\$25,001-\$100,000</u>	<u>5% discount</u>	<u>2.5% discount</u>

**Purchases in excess of \$100,000.00, including bonded bid purchases, shall be subject to the local preference provisions outlined in Section 4-3-115.**

(b) ~~The local percentage preference shall be calculated based on the price of the lowest responsive and responsible bidder. Qualifying primary preference bids shall be first considered before any qualifying secondary preference bid is considered.~~ **Local preference shall not apply to contracts required by state or federal laws or regulations to be awarded to the "lowest responsible bidder" or to any contracts that are statutorily or otherwise precluded from the use of local vendor preference.** No local preference will ~~will~~ **shall** apply where grant funds are used which expressly prohibit the use of such local preference.

Section 6. A new Section 4-3-115 of the Rifle Municipal Code, "Local preference for projects of \$100,000.00 more," is hereby adopted to read as follows:

**4-3-115. Local preference for projects of \$100,000.00 or more.**

(a) Notwithstanding other provisions of this Article, in the awarding of contracts for competitive bonded bid purchases, capital construction, capital equipment, and plant equipment replacement where the estimated cost is in excess of \$100,000.00, the City Council and Purchasing Agent shall provide the following primary and secondary percentage preferences for local goods and services provided by local vendors when quality, delivery time, and services are judged by the Purchasing Agent to be essentially equal:

<i>Contract Amount</i>	<i>Primary Preference City of Rifle Goods/Vendors</i>	<i>Secondary Preference Garfield County Goods/Vendors</i>
\$100,000- \$200,000	4%	2%
\$200,001-\$500,000	3%	1.5%
>\$500,000	2%	1 %

(b) The City Council may modify these preferences, provided that the modifications are advertised in the "Instructions to Bidders" prior to advertising for bids for competitive bonded bid purchases, capital construction, capital equipment and plant equipment replacement in excess of \$100,000.00.

(c) For all competitive bonded bid purchases in excess of \$100,000.00, the City shall provide these local preference provisions within the "Instructions to Bidders" documents.

Section 7. A new Section 4-3-120 of the Rifle Municipal Code, "Requests for qualifications and point ranking systems," is hereby adopted to read as follows. The existing Section 4-3-120, "Sale of real and personal property," is hereby renumbered as Section 4-3-130.

**4-3-120. Requests for qualifications and point ranking systems.**

(a) For contracts involving services, professional consultants, design build projects and other similar purchases, the City may solicit requests for qualifications ("RFQs") from applicants. The Purchasing Agent shall submit a plan to the City Council outlining the procedures to be followed, including a description of the advertising and ranking system, if any, that will be utilized to arrive at a "short list" of qualified vendors. The Purchasing Agent shall further provide the City Council with a summary of the final ranking of all RFQs proposed for the short list. The short list shall be subject to City Council approval prior to proceeding to negotiations for bids, services or purchases. The short list shall also be provided to all vendors having submitted proposals.

(b) For all competitive solicitations for which the City decides to use a point ranking system, upon completion of the point ranking, if a non-local vendor is the highest ranked proposer and the point score obtained by a local proposer(s) is within ten percent (10%) of the points obtained by the non-local proposer, the highest ranked local proposer shall have the opportunity to proceed with negotiations with the City for the contract.

INTRODUCED on June 16, 2010, 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 July 7, 2010, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2010.

CITY OF RIFLE, COLORADO

BY

\_\_\_\_\_  
Mayor

ATTEST:

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

*UTILITY DEPARTMENT  
INTEROFFICE MEMO*



**TO:** John A. Hier, City Manager

**FROM:** Dick Deussen, P.E., City Engineer, <sup>AD</sup> Charles G. Stevens, Utility Director <sup>CS</sup>

**CC:** City Council Members, Robert Burns, Water Supervisor

**DATE:** June 9, 2010

**RE:** Authorize Extension of the Design Effort for the Rifle Regional Water Purification Facility

---

**REQUEST**

Please request City Council to approve this investment expenditure to extend the amount of the award of Phase 2, Design and Bid Documents Production to Malcolm Pirnie, Inc. in the amount of \$480,500.

**DISCUSSION**

We previously awarded an amount not to exceed \$500,000 (for Phase 1 and up to 30% design in Phase 2). We also previously requested a grant from DOLA in the amount of \$1,750,000 but received only \$600,000. Phase 1 included a Basis of Design Report (which is now complete) meeting the submittal requirements of CDPHE. The lump sum amount for this work was \$278,200. Phase 2, which includes the design of the new facility was authorized to 30% completion for an amount of \$221,800 (\$500,000 less \$278,200 for Phase 1). The estimated amount to complete the Phase 2 Design after the required changes in scope of work, is now \$1,576,892. The budget for 2010 includes another \$500,000 (310-4333-400-723) towards this cost. From this budget item we have committed \$19,500 for the NEPA study for the STAG grant bypass pipeline. The remaining amount of \$480,500, staff is recommending for continuation of the design effort for the new Rifle Regional Water Purification Facility (RRWPF). In discussions with Malcolm Pirnie, we can complete, for this amount, the engineering for and the procurement of the membrane shop drawings, completion of the CDOT Access Permit, evaluation of the existing 24" raw water pipeline (to convert it to a finished water Pipeline), NEPA study and delineation of wetlands, geotechnical work for the facility, revision of the 30% drawings to allow pressure membranes, preparation of new raw water pipeline drawings and determining the main electrical supply for the facility.

The remaining amount (\$1,072,892) to complete design would be included in the 2011 budget.



*UTILITY DEPARTMENT  
INTEROFFICE MEMO*



This project is planning for and making decisions that take into account future generations, is consistent with the City's vision, is delivering high quality drinking water that is safe and meets community expectations while increasing efficiency, is ensuring more reliable water service and is anticipating future regulations.

**ACTION**

The City Engineer and Utility Director recommend the extension and award of Phase 2 Design and Bid Documents Production to Malcolm Pirnie, Inc. in an amount not to exceed \$480,500 for 2010.

Attachment (1)



June 10, 2010

Mr. Charlie Stevens  
Utility Director  
**CITY OF RIFLE**  
202 Railroad Avenue  
Rifle, Colorado 81650

**Re: Rifle Water Purification Facility – Engineering Design Services**

Dear Mr. Stevens:

At the City Council workshop of February 3, 2010 the City indicated that the treatment capacity of the Rifle Regional Water Purification Facility (RRWPF) at Site 2 be revised from a hydraulic capacity of 8 mgd expandable to 16 mgd to 6 mgd expandable to 8 mgd. The change was made to better reflect the long term growth rate and water demands for the City of Rifle. This was based on Census records from 1980 and 2000 along with population estimates for 2009 (approximately 8,800). The revised estimated capital cost of the 6 mgd expandable to 8 mgd is \$29,980,000. This letter provides a status summary of the engineering design services and budget to date and identifies proposed revisions to the scope for the design assignment and requests consideration for a change in the design budget to reflect the additional design effort required.

**1.0 Background** - The City identified the design approach to the RRWPF in the Request for Proposal (RFP) dated February 2008. Malcolm Pirnie submitted Draft 1 of the 'Basis of Design Report' (BDR) on December 21, 2009 for the City's review, comments and direction. The Draft 1 BDR provided a detailed approach to the design of an 8 mgd hydraulic capacity facility prior to start of detailed design. The estimated capital cost of the water treatment plant included treatment processes to meet the City's finished water quality goals. The accompanying Figure 3-1 (Attachment A) is a process diagram illustrating the water treatment unit processes. The additional unit treatment processes, not originally identified in the RFP, include granular activated carbon contactors, chlorine dioxide addition, break tank, new on-site hypochlorite generation system, and sludge drying beds. Centrifuge dewatering of residuals was not included in the BDR, but was included as part of the RFP.

It is understood that the estimated capital cost identified in the Draft 1 BDR of \$46,150,000 was possibly beyond the capacity of the City to fund and perceived as capacity in excess of current growth rates. In December 2009 and January 2010, in close consultation with the City, a review was made of the RRWPF hydraulic capacity. A memo (Attachment B) was prepared and submitted by Malcolm Pirnie to the City that provided an overview of the City's population projection and maximum day unit water demands. The 6 mgd capacity is projected to serve the City until 2025. The ultimate capacity of 8 mgd will serve an estimated population of 19,700 people and is more atuned to the wastewater reclamation facility (WWRF) design estimate.

**2.0 Revised Approach** - At a City Council workshop of February 3, 2010 the City indicated that the design of the RRWPF needed to be revised from a hydraulic capacity of 8 mgd expandable to 16 mgd to 6 mgd expandable to 8 mgd. The change was made to reflect a historically lower population growth rate than identified in the Water Master Plan prepared by SGM and a reduction in the maximum day unit water demand attributable to City initiatives to reduce water demand. This resulted in a reduction of the capital cost as presented in the Draft 1 BDR. Several pipelines that were identified in the RFP were either altered or eliminated from the scope to reduce capital costs as well. The estimated RRWPF capital cost of the 6 mgd expandable to 8 mgd was \$29,980,000.

**3.0 Engineering Services Fee Submission** - Malcolm Pirnie submitted a proposal to the City dated March 6, 2009 that identified an engineering services cost based on the approach identified in the City's RFP for the RRWPF at Site 1 (Adjacent to Rifle Pond).

Our submission to the City included the following:

1. Phase 1 Fee Proposal Process Selection, Testing and Basis of Design Report in the amount of \$278,200.
2. Phase 2 Fee Proposal for Design in the amount of \$1,218,818. It was noted that the Phase 2 fee was an estimate based on the City's preliminary scope of work presented in Exhibits 5 and 6 of the RFP with the actual fee to be considered/negotiated at the completion of the Basis of Design Report.

A contract was executed for the work on April 30, 2009. At the time, the City had identified \$500,000 in funds for engineering work in FY2009. Paragraph 8.1.1 of the contract indicated that Malcolm Pirnie would complete Phase 1 and part of Phase 2 through submission of the 30% design effort.

**4.0 Fee and Scope Status** - A summary of the project Phase 1 and part of Phase 2 tasks including work to be completed is tabulated in the attached Table 1 (Attachment C) and summarized as follows:

1. Revise the draft Basis of Design Report to incorporate the City's comments to the BDR Draft 1 dated November 2009, change in site location and direction from the City Council to change the RRWPF plant hydraulic capacity.
2. Complete RO pilot study and provide report.
3. Revise 30% drawings impacted by the decision to change the RRWPF hydraulic capacity and deliver the drawing set to the City.

Over the course of the work, several changes to the project scope occurred. The cause of these changes varied, as did their impact on the project. Table 2 attached (Attachment D) summarizes these changes in project scope.

**5.0 Estimated Effort to Complete the Detailed Design** - A summary of the effort to move forward with and complete by submitting the detailed design package to the City is presented below:

1. Investigate the 'raw water' pipeline condition between the RRWPF and the GMWTP and develop an action plan to possibly convert the pipe from raw water conveyance to finished water conveyance.
2. Additional geotechnical investigation for foundation design information tailored to the proposed building site locations.
3. Procure low pressure membranes. The differences between low pressure membrane treatment systems are significant, and having a definitive direction on which manufacturer will be used at the RRWPF will allow the design to progress in a steady manner. The choice of membrane manufacturer will impact the layout of the membrane system, but will also impact upstream and downstream hydraulics, chemical feed systems, and residuals handling systems, electrical systems, and instrumentation and control requirements. Preparing a set of membrane procurement specifications for competitive evaluation will be the first task to reach the 60% design milestone. This will require a financial commitment of approximately \$100,000 to \$150,000 from the City to the selected manufacturer to prepare membrane engineering documents.
4. Prepare design drawings. A list of the projected design drawings is attached (Attachment E). The list includes the design drawings for the water treatment plant as identified in the BDR Draft 1. The total number of sheets is estimated to be 300. This is an increase of approximately 80 sheets reflecting the additional unit processes as described above in Section 2. However, it is recognized that several sheets are for additional details that should have been incorporated in the proposal.
  - a. Site Development, Drainage and Landscaping based upon Site 2 and Campus Style Layout
  - b. Highway 6 Access to Site 2
  - c. Process Mechanical
  - d. Structural
  - e. Architectural
  - f. Electrical
  - g. Instrumentation and Controls
  - h. HVAC and Plumbing.
5. Preparation of design drawings in ACAD Civil 3D compared with typical 2D drawings.
6. Obtain necessary permit and utility approvals for the construction of the facility.

A comparison of the current drawing list and the drawing list originally presented in the proposal are attached (Attachment F).

**6.0 Estimated Budget to Complete the Detailed Design** - An estimated budget to complete the design is as follows:

- a. Malcolm Pirmie labor and expenses = \$917,512
- b. Sub consultant to Malcolm Pirmie:
  - i. Site Development and Landscaping = \$128,060
  - ii. Structural = \$263,320
  - iii. HVAC and Plumbing = \$96,000
  - iv. Geotechnical Investigation (includes bore for RW pipeline) = \$22,000
  - v. Cost Estimating (60%, 90%) = \$15,000
  - vi. Contingency (Intel RO Assessment) = \$10,000
  - vii. Contingency (Pipeline Condition Investigation) = \$65,000
  - viii. Contingency (Survey = \$10,000; NEPA NWP = \$50,000) = \$60,000
- c. Estimated Cost to Complete = \$1,576,892

Note: Contingency may or may not be required. If required, dollars expended will be billed on a time and materials basis and will be discussed with City staff prior to initiating work.

Contingency dollars for the Intel RO assessment included to assess the condition of the Intel RO system, evaluate the viability to use at the new RRWPF, provide model analysis on the existing system and RO elements, evaluate feasibility to increase capacity with another RO element model, and provide a summary and recommendation memorandum to the City. This effort may result in an overall savings to the City of Rifle of approximately \$700,000 in capital cost.

Contingency dollars for the pipeline condition assessment included to potentially reduce capital expenditures for a new finished water pipeline. The \$65,000 expended may result in a savings to the City of \$750,000 to \$1,000,000 for the demo and installation of a new finished water pipeline from Site 2 to GMWTP if the existing pipeline is determined to be in good condition.

Contingency dollars for the survey and NEPA Nationwide Permit has been included to account for any federal requirements due to potential impacts to wetlands, perform wetland delineation, and application for permit that is difficult at this time to quantify. An additional survey may be required for pipeline alignment and extent of wetlands.

The following table shows the additional fee requested to complete the design of RRWPF. Based on the additional recommended RRWPF unit processes coming out of the BDR and the additional effort to incorporate these into the design package and the revised hydraulic capacity as noted in Sections 1 through 4, the estimated additional fee is \$579,874 from the originally proposed Phase 2 fee from 2009.



Item	Fee
2010 Revised Design Fee for Phase 2	\$1,798,692
2009 Fee for Phase 2 Submitted in Proposal	\$1,218,818
Revised Cost to Complete Design (\$1,798,692-\$1,218,818)	\$579,874
Design Completed to Date	\$221,800
<b>Remaining Total Phase 2 Engineering Fee to Complete</b>	<b>\$1,576,892</b>

**7.0 Design Schedule** - It is assumed that the detailed design will begin after completion of the BDR. It is assumed that detailed design will begin June, 2010 with key milestones as follows:

- 30% Design – June 2010
- Membrane Procurement – July 2010
- 60% Design – April 2011
- 90% Design – July 2011
- Permitting – July 2010 - August 2011
- Final Design – August 2011
- Contractor Prequalification – September 2011
- Bid Date – October 2011
- Award – November 2011

We appreciate your consideration of this request. We trust this meets the City's needs.

Very truly yours,

MALCOLM PIRNIE, INC.

Mr. Bayard Yang, P.E.  
 Associate  
 Project Manager

Mr. Jack Bryck, P.E., BCEE  
 Senior Associate  
 Design Manager

cc: File  
 Jeff Kracht, Vice President

Attachments: Attachment A: Figure 3-1  
 Attachment B: Memorandum re: Regional Water Purification Facility revised cost estimate, February 2, 2010  
 Attachment C: Table 1, Summary of Project Status  
 Attachment D: Table 2, Summary of Changes in Project Scope  
 Attachment E: List of Design Drawings  
 Attachment F: Comparison of Drawing Lists

**SERVICES CONTRACT  
2010 WEST FEST**

This SERVICES CONTRACT ("Contract") is made this \_\_\_\_\_ day of June, 2010, by and between: the CITY OF RIFLE, COLORADO, (hereinafter "CITY"), whose address is P.O. Box 1908, Rifle, Colorado 81650; and, WILDFIRE PRODUCTIONS, INC. (a Texas corporation), doing business as WestFest, whose legal address or principal place of business is 201 North Main Street, Linden, Texas, (hereinafter "Contractor").

**WHEREAS**, the CITY desires to co-host along with Garfield County an event commonly known and described as "West Fest" in calendar year 2010;

**WHEREAS**, the Contractor has exclusive rights to West Fest;

**WHEREAS**, the CITY desires, along with Garfield County, to employ the services of the Contractor as an independent contractor;

**WHEREAS**, the Contractor desire to provide the services described herein to the CITY;

**WHEREAS**, on March 12, 2010 the City Council of the CITY following the recommendation from the CITY's Visitor Improvement Fund Advisory Board appropriated funds for this Contract from the CITY's Visitor Improvements Fund;

**WHEREAS**, all necessary coordination, clearances, and approvals have been obtained from all necessary parties.

**NOW, THEREFORE**, in consideration of the mutual agreements, covenants, and promises set forth hereinafter, the CITY and the Contractor agree as follows:

**1. Scope of Services.** The Contractor shall perform in a satisfactory and proper manner, as determined by the CITY and Garfield County, the services identified in the "Scope of Services", which is attached hereto, incorporated herein by this reference, and made a part hereof as "**Attachment A**". The responsibilities of the CITY in relation to the Contractor's services, other than compensation of the Contractor, are detailed in **Attachment A**.

**2. Time of Performance.** Services of the Contractor shall commence on the **15th** day of **March, 2010**, and shall be completed no later than the **31<sup>st</sup>** day of **December, 2010**, no matter the date of execution of this Contract. This Contract shall terminate on the date set forth above unless renewed in writing at least thirty (30) calendar days prior to the date of expiration of this Contract.

**3. Compensation/Appropriation.** The amount to be expended by the CITY pursuant to this Contract shall not exceed **TWENTY THOUSAND DOLLARS (\$20,000.00)**. The CITY has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the Contract amount. Such amount may only be altered by mutual written consent of parties. This appropriation is limited solely to the work to be accomplished during the fiscal year ending **December 31, 2010**. The CITY is not obligated to make any future apportionment or allocation to this Contract. Any work performed in excess

of amounts appropriated shall be solely the risk of the Contractor. Contractor agrees that the City will incur expenses as a result of West Fest, including but not limited to additional law enforcement personnel and traffic control, City supervisory personnel and event coordination, and refuse pick up and hauling. The compensation set forth herein shall be first utilized to pay the additional expenses incurred by the City. For that purpose, the City shall retain the compensation and deduct such expenses from that amount which deductions will be itemized and provided to Contractor.

Notwithstanding any other terms of this Contract, it is expressly understood and agreed that: (1) Any CITY financial obligation, whether direct or contingent, for all or any part of the work under this Contract, shall extend only to monies duly and lawfully appropriated and budgeted by the CITY and irrevocably pledged pursuant to the purposes of this Contract; (2) The CITY does not by this Contract irrevocably pledge present cash reserves for payments in this or future fiscal years; (3) This Contract is not intended to create a multiple/fiscal year direct or indirect financial obligation of the CITY; (4) The obligation of the CITY for expenditures, if any, arising during subsequent fiscal years in which this Contract could be extended and be in effect, shall only extend to utilization of monies appropriated and budgeted and encumbered for the purpose of this Contract in the fiscal year in which obligations arise; and (5) No change order may be issued requiring compensation for work which causes the aggregate payable amount under this Contract to exceed the amounts appropriated, budgeted and encumbered for the payment of this Contract in the fiscal year in which such obligations arise, unless the Contractor receives written assurance by the CITY that lawful appropriations to cover the cost of the additional work have been made. Any work completed for this Contract shall be secured from harm until future monies are appropriated so that additional work may commence. In the event any future appropriation is made by the CITY for the purposes of this Contract, the CITY will inform the Contractor in writing of any amounts appropriated for work proposed herein and will tender a renewed or amended Contract covering the work to be compensated by such appropriation.

**4. Method of Payment.** The CITY shall compensate the Contractor at the rates, if any, provided in Attachment A. If required by the terms of this Contract, the Contractor shall submit to the CITY's representative, as identified below, a monthly billing or request for payment that will be paid in accordance with established procedures of the CITY's Finance Department. Each billing or request for payment shall specify the total payment due the Contractor for the specific work that is the subject of the request for payment. Additionally, each billing or request for payment shall specifically state the job identification, date, time, hours, service performed, expenses, and total compensation requested. The total of all billings or requests for payment during the term of this Contract shall not exceed the amount stated in Paragraph 3 above.

**5. Records, Reports, and Information.** At such times and in such forms as the CITY may require, the Contractor shall furnish statements, records, reports, data and information pertaining to matters covered by this Contract. The Contractor shall maintain its records in accordance with any requirements prescribed by the CITY. Except as otherwise authorized by the CITY, the Contractor shall maintain such records for a period of seven (7) years after receipt of final payment under this Contract. The CITY agrees to accept the records, reports and information WPI provides to Garfield County as fulfillment of this paragraph.

**6. Audits and Inspections.** At any time during normal business hours and as often as the CITY may deem necessary, the Contractor shall make its records with respect to matters covered by this Contract available for examination. The Contractor shall permit the

CITY to audit, examine, and make excerpts from such records and audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to this Contract. The CITY may call for a certified, independent audit to be performed, at the Contractor's expense, by a mutually agreed upon auditor. The CITY agrees to accept the audits, records and reports provided to Garfield County by WPI as fulfillment of this paragraph.

**7. Independent Contractor.**

A. The Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the CITY. The Contractor affirms that it has or will secure at its own expense all personnel and materials required to perform the services detailed in Attachment A. Such personnel shall not be employees of, nor have any contractual relationship with, the CITY.

B. Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and properly licensed or certified, as required by all applicable local, state and federal laws or regulations to perform such services. Neither the Contractor nor its personnel, if any, is entitled to Worker's Compensation benefits or any other benefit of employment with the CITY. Further, the Contractor is obligated to pay all federal and state income tax on any compensation it is paid by the CITY pursuant to this Contract.

C. None of the services to be performed by the Contractor under this Contract shall be subcontracted or otherwise delegated without the prior written consent of the CITY. The subcontracted work shall be specified in a written Contract between the Contractor and its subcontractor(s), which subcontract(s) shall be subject to each provision of this Contract.

**8. No Assignment.** The Contractor and subcontractor(s) hereto shall not assign or transfer any rights in this Contract without the prior written consent of the CITY.

**9. Illegal Aliens – Public Contract for Services.**

A. The Contractor (entity or sole proprietor) shall execute the certification attached hereto as "**Attachment B**", in conformance with the provisions of §8-17.5-102(1) and §24-76.5-101, C.R.S., as amended.

B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services; or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien who will perform work under this public contract for services.

C. The Contractor shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

D. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

E. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall:

(1) Notify the subcontractor and the CITY within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (1), above, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to its authority.

G. Notwithstanding any other provision of this public contract for services, if the Contractor violates any provision of this paragraph, the CITY may terminate this public contract for services and the Contractor shall be liable for all actual and consequential damages resulting from that termination.

H. Except where exempted by federal law and except as provided in §24-76.5-103(3), C.R.S., as amended, the Contractor receiving CITY funds under this public contract for services must confirm that any individual natural person eighteen (18) years of age or older is lawfully present in the United States pursuant to §24-76.5-103(4), C.R.S., as amended, if such individual applies for public benefits provided under this public contract for services. If the Contractor has verified that the CITY has accomplished such confirmation prior to the effective date of this public contract for services, the Contractor is relieved of responsibility under this paragraph.

**10. Compliance with Laws.** The Contractor shall comply with all applicable federal, state and local laws, ordinances, resolutions, codes and regulations in providing the services detailed in Attachment A.

**11. Indemnification.** The Contractor agrees to hold harmless, indemnify and defend the CITY, and its officers, employees and agents, acting officially or otherwise, from any and all claims, demands, damages, and actions of any kind brought by anyone, including attorney's fees, which may arise out of or result from the negligent or willful misconduct of Contractor or its subcontractor(s) in the performance of services as set forth in this Contract and/or the breach of any condition(s) of this Contract.

To the extent permitted by law, the CITY agrees to indemnify and hold harmless the Contractor, and its officers, employees and agents, from any and all claims, demands, damages, and actions of any kind brought by anyone, including attorneys' fees, which may arise out of a result from the negligent misconduct of CITY, or its officers, employees and agents.

Nothing herein shall be interpreted as a waiver of governmental immunity to which the CITY may otherwise be entitled under the provisions of §24-10-101, *et seq.*, C.R.S., as amended.

**12. Insurance.** The following provisions shall apply to Contractor providing services pursuant to this Contract. In order to commence work and receive compensation pursuant to this Contract, the terms of this paragraph must be satisfied prior to the commencement of work. The Contractor shall procure and maintain, until all of its obligations under this Contract have been discharged, including any warranty periods, all insurance required under this paragraph.

The insurance requirements stated herein are the minimum limits for this Contract and in no way limit the indemnity covenants contained in this Contract. The CITY in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, directors, employees, officers, representatives, or subcontractors; and, the Contractor is free to purchase additional insurance as it may determine necessary. The CITY agrees to accept the Certificate of Proof of Insurance provided to Garfield County as fulfillment of this insurance requirement, which will include the CITY as an additional insured.

**Minimum Types and Limits of Insurance:** The Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

**Commercial General Liability- Occurrence Form**

The policy shall be endorsed to include the following "Additional Insured" language: "Public Entity, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers shall be named as "Additional Insureds" with respect to liability arising out of the activities performed by, or on behalf of the Contractor."

**Minimum Limits:**

General Aggregate	\$2,000,000
Products/ Completed Operations Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000

**Automobile Liability (This subparagraph can be waived if the Contractor does not use any type of motor vehicle to perform any service under this Contract)**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

**Minimum Limits:**

Bodily Injury/Property Damage (Each Accident)	\$1,000,000
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**Worker's Compensation and Employers' Liability**

**Minimum Limits:**

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability)	\$100,000
	\$100,000
	\$500,000

**Professional Liability (Errors and Omissions Liability)**

*(This subparagraph applies only if this Contract is for a licensed professional service.)*

The policy shall cover professional misconduct or lack of ordinary skill for professional services required by this Contract.

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, the Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

**Minimum Limits:**

Per Loss	\$1,000,000
Aggregate	\$2,000,000

**Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions:

On insurance policies where the Public Entity is named as an "Additional Insured", the Public Entity shall be an Additional Insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.

The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

For the provisions of **Commercial General Liability** and **Automobile Liability** set forth above, the insurance policy must include contractual liability coverage.

All insurance required by this paragraph shall be issued by companies authorized to do business in the state of Colorado and written on forms satisfactory to, approved by, and filed with the Colorado Division of Insurance within the Colorado Department of Regulatory Agencies.

**Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the CITY. If cancellation is for the nonpayment of (a) premium(s), then ten (10) days prior notice may be given to the CITY.

Such notice shall be sent directly to the Office of Contract Administration, at the following address: **P.O. Box 1908, Rifle, Colorado 81650.**

**Verification of Coverage:** The Contractor shall furnish the CITY with certification of insurance (either an ACCRD form, or an equivalent approved by the CITY). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the CITY before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project and for two (2) years after completion of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of this Contract.

All certificates and any required endorsement shall be sent directly to the Office of the City Manager at the following address: **P.O. Box 1908, Rifle, Colorado 81650.** The CITY reserves the right to require complete, certified copies of all insurance policies required by the Contract any time.

**Approval:** Any modification or variation from the insurance requirements in this Contract shall only be made by the CITY, after consultation with the City Attorney's office. Such action shall not require a formal contract amendment, but may be made by administrative action.

**13. Document Ownership - Works Made for Hire.** All of the deliverable items, if any, prepared for the CITY under this Contract shall belong exclusively to the CITY and shall be deemed to be "works made for hire" under the copyright laws of the United States. To the extent any of the deliverable items may not, by operation of law or otherwise, be works made for hire, the Contractor hereby assigns to the CITY the ownership of the copyright in the deliverable items, and the CITY shall have the right to obtain and hold in its own name, copyrights, registrations, and similar protections. The Contractor agrees to give the CITY or its designee all assistance reasonably required to perfect such rights. To the extent that any pre-existing materials are contained in the deliverable items, the Contractor grants to the CITY an irrevocable, non-exclusive, worldwide, royalty-free license to use, execute, publish, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing materials and derivative works thereof and to authorize others to do any, some, or all of the foregoing.

**14. Termination for Cause.** If the Contractor or the CITY fails to fulfill its obligations under this Contract in a timely and proper manner or violates any of the provisions of this Contract, then the non-defaulting party shall thereupon have the right to terminate this Contract for cause by giving written notice to the defaulting party of such termination and specifying the effective date of termination. The defaulting party, however, shall not be relieved of liability to the non-defaulting party for damages sustained by virtue of any breach of this Contract. In the event of default by the Contractor, the CITY may withhold payments due under paragraph 4, above, for the purpose of set-off until such time as the exact amount of damages due the CITY from the Contractor is determined.

**15. Termination for Convenience.** Either party may terminate this Contract without cause at any time. The CITY may terminate this Contract without cause at any time by giving at least thirty (30) days written notice to the Contractor. If this Contract is terminated for the convenience of CITY, the Contractor shall be paid for all services provided to and accepted by the CITY prior to the date of termination.

**16. Conflict of Interest.** During the term of this Contract, the Contractor shall not perform similar services for persons, firms, or entities, including governmental entities, which have the potential to create a conflict of interest, unless the potential conflict is disclosed to and approved by the CITY.

**17. Modifications.** This Contract may not be modified, amended or otherwise altered, unless mutually agreed upon in a writing executed by the CITY and the Contractor.

**18. Governing Law.** The laws of the state of Colorado shall govern the validity, performance and enforcement of this Contract. Should either the CITY or the Contractor institute legal action for enforcement of any obligation contained herein, it is agreed that venue shall be in Garfield County, Colorado.

**19. Severability.** Should any provisions of this Contract be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, the remaining provisions of the Contract shall remain in full force and effect.

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

CITY's Representative:

Contractor:

City Manager, City of Rifle  
P.O. Box 1908  
Rifle, Colorado 81601  
970-625-6266

Michael Martin Murphy  
Wildfire Prod.  
P.O. Box 546  
Reedsburg, WI 53959

**21. Headings.** Titles and paragraph divisions are inserted in this Contract for ease of reference and do not define, limit, or prescribe the scope or intent of the provisions of this Contract or any part thereof.

**22. Authority.** Each person signing this Contract represents and warrants that he/she is fully authorized to enter into and execute this Contract and to bind the party represented to the provisions of this Contract.

**23. Counterparts and Facsimile Signatures.** This Contract may be executed in counterparts, each of which shall be deemed an original. Facsimile signatures of, or on behalf of, the CITY or the Contractor on this Contract and any modification hereto shall be effective for all purposes.

From: MBC GRAND BROADCASTING, INC. 970 254 2160

04/27/2010 12:21 #067 P.010/018

*mm*

24. **Force Majeure.** Neither party shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to strikes, riots, war, and acts of God.

25. **Integration of Understanding.** This Contract represents the entire Contract between the parties and supersedes all prior negotiations and representations, whether written or oral. Nothing herein shall be deemed to give anyone not a party to this Contract any right of action against either the CITY or the Contractor.

IN WITNESS WHEREOF, the CITY and the Contractor have set their hands and seals.

ATTEST:

CITY OF RIFLE, COLORADO

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Manager

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

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

ATTEST:

CONTRACTOR:

WILDFIRE PRODUCTIONS, INC.  
(a Texas corporation), doing business as  
WestFest

SEAL (if any)

By: \_\_\_\_\_  
Corporate Secretary or Equivalent

By: *Michel Martin Muroy*  
Name: MICHAEL MARTIN MURPHY

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

Title: PRESIDENT  
FEIN: 76-028-3559  
Date: JUNE 1ST, 2010

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ATTEST:

CITY OF RIFLE, COLORADO

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Manager

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

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

ATTEST:

CONTRACTOR:

WILDFIRE PRODUCTIONS, INC.  
(a Texas corporation), doing business as  
WestFest

SEAL (if any)

By: \_\_\_\_\_  
Corporate Secretary or Equivalent

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

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

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

FEIN: \_\_\_\_\_

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

**ATTACHMENT A**  
**2010 WEST FEST**  
**SCOPE OF SERVICES**

**A. EXCLUSIVE LOCATION, PERFORMANCE DATES, MANAGEMENT, AND USE RESTRICTIONS...**

1. The City of Rifle, Colorado, (hereinafter the "City" or "Rifle") which is located within Garfield County, Colorado (hereinafter "Garfield County"), shall be the official and exclusive location within the state of Colorado in calendar year 2010 for an event commonly known and described as "WestFest". WestFest (hereinafter "Event") is a three (3) day musical event that features various musical acts, exhibitors, vendors, and concessionaires. The physical location of the Event is the Garfield County Fairgrounds, which is located at 1001 Railroad Avenue, in the City of Rifle, Colorado (hereinafter "Fairgrounds").

2. The performance dates for the Event are **August 13, 14, and 15, 2010**.

3. The Event shall be solely managed by Wildfire Productions, Inc. (hereinafter "WPI").

4. "Michael Martin-Murphey," "WestFest," and "Michael Martin-Murphey's WestFest," are federal trademarks (federal trademark number 1810707182483161392) owned by WPI and Michael Martin-Murphey. As such, these names are the sole and exclusive property of WPI and Michael Martin-Murphey. These federally protected names may not be used for any purpose other than the Event in Garfield County without the prior written consent of WPI and Michael Martin-Murphey. The City shall not produce or publish any products or any other items for sale, in any material or media form using the aforementioned trademarked names without the prior written consent of WPI and Michael Martin-Murphey.

5. The City shall not produce, record, televise, film or reproduce any activities of WPI and the Event without the prior written consent of WPI. This consent shall not be unreasonably withheld.

6. Except for the "Rifle Rendezvous", and similar excepted events, The City shall not produce a similar summer festival event of an American West heritage and cultural nature that includes the elements of the Event during calendar year 2010 without the prior written consent of WPI and Michael Martin-Murphey.

7. The Event may not be duplicated by the City for a period of ten (10) years after the end of the 2010 calendar year. The federally trademarked name "WESTFEST" shall not be used by the City in any combination of words or phrases with other words without the prior written consent of WPI and Michael Martin-Murphey.

**B. ADVERTISING AND MARKETING OF THE EVENT.**

1. WPI shall advertise, market, promote, and otherwise publicize the Event with due diligence and with reasonable advance time to ensure its probable success. These activities shall be conducted through all commercially available forms of mass media.

2. The official name and logo of Rifle shall appear on all forms of advertising, print, or promotional media that are issued for the Event by WPI.

3. The Event shall be promoted in conjunction with all Garfield County Fair (hereinafter "Fair") advertising, marketing, and promotional media.

4. The Fair shall be promoted in conjunction with all Event advertising, marketing, and promotional media.

5. Because of a limited marketing budget, promotion of the Event by WPI will rely heavily on KMOZ and its radio affiliates as well as publicity agents WPI currently has on retainer to promote the Event.

6. To the extent possible, sponsors of the Fair, the Event, or both shall be listed in advertising, marketing, and promotional media for the Fair and the Event.

7. Rifle may include descriptions of the Event in its tourism related materials as well as other advertising, marketing, or promotional media and other similar publicity and public relations initiatives as much as possible in the time left before the Event.

8. The Event and the Fair shall be cross listed and cross hyperlinked on all websites of the parties. WPI and Rifle shall establish website links of a reciprocal nature with other appropriate websites.

9. WPI shall promote Rifle as a "spectacular mountain location" to appeal to tourism and public goodwill.

10. Although no party can control independent media coverage in any form, the parties use their best efforts to ensure that the Fair and Event are perceived as a partnership to better promote both events, facilitate public perception, and increase attendance at both events.

11. Rifle shall consult with and obtain the prior written consent of WPI before issuing any type of press or promotional release, engaging in any other form of publicity, public relations activities, or interviews regarding the Event.

12. WPI shall consult with and obtain the prior written consent of Rifle before issuing any type of press or promotional release, engaging in any other form or publicity, public relations activities, or interviews regarding the event.

13. In consultation with Rifle, WPI shall direct the placement of signage, banners, and posters for and during the Event. WPI shall comply with all applicable City sign regulations.

14. Consent shall be deemed given if a written response to a written request is not received by the requesting party within three (3) working days of the date that written request was received by the party from whom consent is requested.

**C. ACQUISITION OF MUSICAL PERFORMANCE ARTISTS, CONCESSIONAIRES, EXHIBITORS, AND VENDORS.**

1. WPI shall engage or otherwise interact with all agents, managers, road managers, stage managers, and all other necessary representatives of the musical performance artists.

2. WPI shall negotiate and contract with all musical performance artists for the Event in sufficient time before the Event to secure their respective performances at the Event. This responsibility includes, but is not limited to, negotiating performance fees, and making travel, lodging, and Event transportation arrangements for all performance artists.

3. WPI shall provide the City with a copy of every contract it executes with a musical performing artist within ten (10) business days of the date of execution of that contract. The City agrees to accept all information provided by WPI to Garfield County as fulfillment of this paragraph.

4. Using its extensive concessionaire, exhibitor, and vendor list, WPI shall send out applications and solicitations in a timely manner by electronic and written mail to acquire concessionaires, exhibitors, and vendors for the Event. To assist area businesses WPI shall use its best efforts to attract local vendors.

5. All concessionaires, exhibitors, and vendors must be approved by WPI prior to the negotiation and execution of a written contract with any prospective concessionaire, exhibitor, or vendor for its attendance and participation at the Event.

6. WPI shall timely review, process, and either approve or disapprove all applications from prospective concessionaires, exhibitors, and vendors for the Event. WPI shall negotiate and contract with all approved exhibitors, vendors, or concessionaires for the Event.

7. Each approved concessionaire, exhibitor, and vendor shall be charged either an Event booth rental fee or a percentage of the daily gross profits of that concessionaire, exhibitor, or vendor. These fees shall be divided by the parties as provided for herein.

8. WPI shall provide the City with a copy of every contract it executes with a concessionaire, exhibitor, or vendor within ten (10) business days of the date of execution of that contract. The City agrees to accept information provided to Garfield County as fulfillment of this paragraph.

9. All products and services, including outfitting and trail rides (including food related to trail rides), rodeo and equestrian events, livestock events, and all other services and products relating to the Event shall be selected and produced at the sole discretion of WPI.

10. The City shall not offer any food, products, or commercial services of any kind for sale on the Fairgrounds or at other sites during the Event without the prior written consent of WPI.

11. To the extent the Event occurs outside of the Fairgrounds, and pursuant to the provisions of the Rifle Municipal Code, WPI and the City shall develop an Event "footprint" for the location of: all stages, dressing rooms, concessionaire, exhibitor, and vendor booths, ticket sales' booths, mass transit arrival and departure areas, parking areas, restrooms, and all other ancillary or support facilities that will be necessary for the Event.

12. WPI shall assign each approved concessionaire, exhibitor, and vendor appropriate booth space to maximize all available space within the footprint. The footprint must be finalized no later than ten (10) business days before the Event.

13. Two tier ticket pricing shall be used for all musical performing artists. Tickets available for sale in the first tier shall equal the number of seats in the Fairgrounds arena. Tickets available for sale in the second tier shall equal the number of "standing room only" authorized by local fire ordinances.

14. WPI shall supervise the check-in, load in, set up, load out, and tear down for all musical performance artists, concessionaires, exhibitors, and vendors at the Event.

15. WPI shall establish a "credentialing system" that provides for different levels of access by different classes of personnel for the Event. Exclusive of dressing rooms and tour vehicles, specially designated City personnel shall have access to all areas within the Event at all times during the Event. The City shall appoint an Event Pass Coordinator who will be the point person to determine how many Event Passes the City needs and who will distribute the passes to the appropriate City personnel.

16. WPI shall provide hospitality staff and services to assist all musical performance artists, concessionaires, exhibitors, and vendors at the Event.

**D. ACTIVITIES FOR CHILDREN AND YOUTHS.**

1. If requested, WPI will arrange for, and negotiate with, all re-enactors, such as Mountain Man Rendezvous Camps, Indian Village, Cowboy Camp, and other special cultural/historical groups to conduct children's activities or workshops, lectures, make demonstrations or presentations, perform storytelling or folk or cultural dancing to appropriate music at the Event.

2. WPI shall organize, facilitate, and supervise all activities of these groups during the Event.

3. WPI shall provide hospitality staff and services to assist all associations, clubs, organizations, or persons performing the above described services.

**E. ANCILLARY EVENTS.**

1. WPI may produce and direct, at its sole discretion and cost, other ancillary activities for the Event. All ancillary activities shall be paid for by sponsor donations or contributions. These ancillary activities shall be offered free to the public and shall be located at the Fairgrounds within the established footprint or at other locations contiguous to, or in close proximity with, the Fairgrounds subject to any applicable provisions of the Rifle Municipal Code. These ancillary activities may include equestrian and livestock events, as well agricultural exhibitions

2. WPI may produce and direct, at its sole discretion and cost, educational activities such as symposiums, seminars, lectures, workshops, classes, forums, panels, and field trips that address the American West and American Heritage nature of the event. Some of these events may be offered for credit in association with educational institutions, and offered for free or for a fee.

3. WPI may produce and direct, at its sole discretion and cost, trail rides, wagon rides, camping events, and other field trips in association with the Event to enhance the public's enjoyment and learning experience.

**F. RELIGIOUS SERVICES.**

1. WPI may arrange for a non-denominational religious service to be held at a time chosen by WPI on Sunday during the Event.

**G. SUPPORT SERVICES.**

1. All necessary permits within the City's jurisdiction for WPI to operate the Event will be processed pursuant to the Rifle Municipal Code.

2. The City will assist WPI with identifying potential locations for parking for the Event. Once identified and approved as part of the parking plan required by the special events license, the City agrees to provide City-owned property free of charge for the Event.

3. The City agrees to use its best efforts to contact local service clubs to solicit volunteers for the Event.

#### **H. RIFLE MUNICIPAL CODE.**

1. All aspects of the Event shall comply in full with the Rifle Municipal Code, including, but not limited to those items set forth herein, and nothing herein shall be deemed any waiver or approval under the Rifle Municipal Code.

2. WPI shall submit to the City for its review and approval a traffic control plan, parking plan, transportation plan, refuse plan, and toilet plan. The City agrees to provide relevant GIS mapping and assist WPI with formulating the plans.

3. Pursuant to Section 6-2-80 of the Rifle Municipal Code, WPI shall apply for and obtain a special event sales tax license that will cover all participating merchants at the Event and WPI shall be responsible for collecting the City sales tax from each merchant and remitting it in its entirety to the City.

#### **I. PROPOSED TALENT BUDGET.**

1. A "talent budget" of One Hundred Fifty-five Thousand, Five Hundred Dollars (\$155,500.00) is proposed for the Event.

Friday - minimal talent budget of no more than \$15,000.00 using local and/or regional acts

Saturday – approximately six acts at the following expense levels:

\$35,000.00

\$20,000.00

\$12,500.00

\$10,000.00

\$06,000.00

\$06,000.00

Sunday – approximately five acts at the following expense levels:

\$25,000.00  
\$15,000.00  
\$10,000.00  
\$10,000.00  
\$06,000.00

This talent budget is a proposed budget only. Adjustments to this proposed talent budget in both the number of acts and the costs of the acts may be made by the parties based on actual needs, probable act costs and booking arrangements.

**J. FINANCIAL CONTRIBUTIONS AND DIVISION OF EVENT PROCEEDS.**

1. Garfield County has agreed to make a financial contribution of One Hundred Fifty Thousand Dollars (\$150,000.00) to WPI for the Event.

2 WPI shall maintain a production budget of Fifty Thousand Dollars (\$50,000.00) for the production costs of WestFest. Production cost include but are not necessarily limited to: advertising costs, lighting equipment rental costs, marketing costs, sound equipment costs, and other commonly accepted industry standard costs.

3. If One Hundred Thousand Dollars (\$100,000.00) or more cannot be obtained from sponsors for performing artists, then smaller profile acts will be eliminated from the Event to concentrate on the larger profile acts.

4. Sponsorship packages shall be determined by WPI and managed by WPI for the budget and expansion of the event. All sponsorship monies received by Garfield County, the City and WPI shall be used to pay expenses for the Event.

5. WPI and Garfield County will collect all ticket sales for musical performing artists, concessionaire gross percentage fees, exhibitors' both rental fees, and vendors' booth rental fees before commencement of, or on each day of, the Event.

6. All collected monies shall be counted daily in front of financial representatives from WPI and Garfield County then secured in a safe located in the Garfield County Clerk and Recorder's Rifle office.

7. WPI shall receive 50% of the ticket sale proceeds.

8. Garfield County shall receive 50% of the ticket sale proceeds to be held in trust for the benefit of Garfield County and the City.

9. Of the 50% of the ticket sale proceeds Garfield County receives, Garfield County shall receive 88.23% of that 50% and the City shall receive the remaining 11.77% of that 50%.

10. WPI shall receive 75% of the net income from booth rental fees charged to exhibitors and vendors.

11. Garfield County shall receive 25% of the net income from booth rental fees charged to exhibitors and vendors to be held in trust for the benefit of Garfield County and the City.

12. Of the 25% of these proceeds that Garfield County receives, Garfield County shall receive 88.23% of that 25% and the City shall receive the remaining 11.77% of that 25%.

13. WPI shall receive 50% of the percentage it charges each concessionaire of the gross income earned by that concessionaire for each day of the Event (i.e. food and beverages).

14. Garfield County shall receive 50% of the percentage charged by WPI to each concessionaire of the gross income earned by that concessionaire for each day of the Event (i.e. food and beverages), which amount shall be held in trust by Garfield County for the benefit of Garfield County and the City.

15. Of the 50% of the concessionaire proceeds that Garfield County receives, Garfield County shall receive 88.23% of that 50% and the City shall receive 11.77% of that 50%.

16. WPI shall receive 50% of all other income from any income source related to the Event.

17. Garfield County shall receive 50% of all other income from an income source related to the Event to be held in trust by Garfield County for the benefit of Garfield County and the City.

18. Of the 50% of all other income Garfield County and the City may receive from the Event, Garfield County shall receive 88.23% of that 50% and the City shall receive the 11.77% of that 50%.

19. Income sources include, but are not necessarily limited to: attractions, food and drink concessions, exhibitor sales, games, parking fees, rides, and vendor sales.

20. To the extent the City contracts for bands to play at West Fest, the City agrees it will be responsible for all appropriate licenses for the use of music copyrights for songs played by such bands as required by BMI, ASCAP and other performance rights organizations. Proof of such certification of licenses shall be provided to WPI on request.

## City Manager's Report



June 16, 2010

City crews have continued to work on summer maintenance and scheduled capital projects. Centennial Park is progressing on schedule, trail work is nearly complete, and street maintenance is progressing. Street crews have recently been restriping streets throughout the City. CDOT has completed restriping at the roundabouts. Modification of the roundabout striping will be made as the newly installed striping has caused some problems for motorists.

Cleaning within the Central Business District is ongoing, and City staff are coordinating with the DDA on those efforts. Additionally, enforcement efforts are continuing at the pedestrian crosswalk at 4<sup>th</sup> and Railroad Avenue. Finally, Parks crews are assisting the DDA with installation of the new murals.

City Hall staff are continuing to adjust to the recent reductions in force, and everyone has been working very cooperatively. The Finance Department is continuing to monitor City expenditures and revenues. The Council will note when reviewing the April Sales tax report, the monthly comparison with last April indicated that sales tax revenues were reduced by 8% which is an improvement over recent monthly reports. We will continue to monitor this situation very closely. My comments on other projects, programs and departmental issues include:

### Personnel

Erin Sims recently resigned her position to move to Hawaii where she is permanently relocating to work

with a family business. We wish Erin the best in her new endeavors. Kristy Christensen (Accounts Payable) will be replacing Erin. Kristy will also be doing "double duty", by assisting the Finance Department with accounts payable during this period of transition. Tammy Francis (Accountant) has advised us that she may be relocating to Delta sometime this year. If that situation occurs, we will need to re-assess our current staffing arrangement in the Finance Department, and make adjustments as necessary. Andrew Taylor, who was previously assigned to the Public Works Department, has recently been transferred to the Parks Department where he will assume a seasonal position.

### Energy Innovation Park Infrastructure

The City Public Works and Engineering Staff have completed plans, and are advertising for the infrastructure improvements at the Energy Innovation Center. This work will include the utilities, streets, electrical etc., necessary to support the compost operation. The staff has advised that these bids should be available for Council consideration at the July 7<sup>th</sup> meeting.

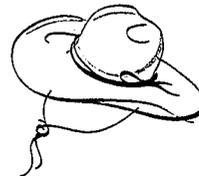


### Furlough Days

Employees completed their first Furlough Day on May 28<sup>th</sup>. The event went well, and while it did result in some additional record keeping work in the Finance Department, everyone managed it as well as possible.

### West Fest Contract

The West Fest agreement is on the agenda for Council consideration at the June 16<sup>th</sup> meeting. The agreement has already been reviewed and approved by the West Fest promoters. Council will note that per our previous conversation, certain City expenses (trash, restrooms, traffic control etc.) will be deducted from the agreed upon \$20,000 City contribution to the project. To that end, I have requested the affected departments to provide me with their estimate of costs for the services they will be required to provide.



### DOLA Funds

We have recently been advised that the Department of Local Affairs (DOLA) has announced that they will soon have some Gas Severance grant funds available for distribution. We believe that grant applications which were submitted last fall will be first in line for consideration. Council may recall that in the fall 2009 grant cycle, the City of Rifle had submitted an application for \$1.5 million to construct infrastructure at the Energy Innovation Park. We are hopeful that we will be successful with this application when it comes up for review.

On a related note, the City has traditionally budgeted Gas Severance and Federal Mineral Lease revenues in the General Fund. Due to the recession, those estimates were reduced to \$300,000 in the 2010 budget. We are optimistic that the conservative estimate will be met when the distributions occur in August.

### Water Rates

City utility staff will be holding meetings with Finance Department staff, myself, and others to review the water rate study presented to the City Council at the June 2<sup>nd</sup> work session. We hope to analyze several options, and ultimately present Council with a plan that can be implemented over time.

### Theater Lease

The Rifle Creek Theater lease with the Iniguez family will expire in August. The City Council previously had indicated a desire to enter into a long-term management lease with the New Ute Theater Society for operation of the theater in the future.

We have not yet received a proposal from the theater society, but do expect to receive a draft agreement soon.



### Colorado Municipal League Conference

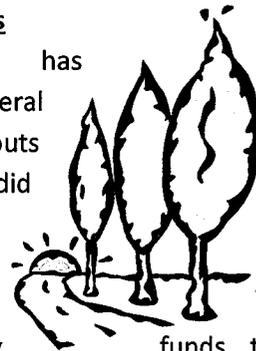
The CML conference is scheduled for June 22<sup>nd</sup>- 25<sup>th</sup> in Breckenridge. Due to budget considerations, staff and Council attendance will be limited. Staff member Mike Braaten has received free registration, as he will be a speaker, and other attendees from the City have acquired lodging at no cost to the City, or are attending for limited periods only.

### Dilapidated Structure

The City has received several complaints concerning the safety of a structure on Railroad Avenue. We have requested the Building Official to inspect the home to determine whether it presents a safety or health issue for anyone. I do not believe the structure is occupied at this time.

### Roundabout Trees

Tom Whitmore has advised that there are several trees within the new roundabouts that need to be replaced. We did not include a budget for this purpose. We do, however, plan to examine all budgets in an effort to identify funds to replace the trees.



### Vacation

My family and I hope to take a two-week vacation sometime this summer, possibly in late June or July. We plan to spend some time in the Midwest working on my father's farm, and possibly work in a day or two of fishing. We have not yet set a date, but as soon as our plans are firmed up, I will let you know.

As always, please contact me with your questions and comments.

Thanks,

*John*





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

PROJECT STATUS REPORT as of: 6/16/10

\* = New Information

### **Capital Improvement Projects**

#### **Rifle Regional Wastewater Reclamation Facility**

UV system controls and punch list items are nearing completion by the contractor. Several items continue to be of concern but will be worked out with equipment manufacturers.

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

\*The Final Draft Basis of Design Report (BODR) and 30% drawings have been submitted. A new cost to finish design is being developed by the Consultant because of a change in location, process, reduction in size, etc. Drawings proposed for final design have increased by 80 to a total of 302.

A separate task underway includes development of a report on the feasibility of connecting Beaver Creek to the new water treatment facility (thus avoiding the future cost of replacement/expansion of the BCWTP).

#### **Bypass Pipeline at Rifle Pond**

This project, funded partially by a STAG Grant, will consist of a bypass pipeline from the River Intake to the raw water pump station, a pond outlet back to the river and one or two bores across the railroad and U.S. 6 for a future raw water pipeline to the new Water Treatment facility. Design is underway.

#### **Powdered Activated Carbon (PAC) System at GMWTP**

\*The contract is complete and final payment is being processed.

#### **Centennial Park Development**

Amphitheater construction is underway. Trails have been poured except for connections between new and existing pathways. Bridge railings are being installed. Curbs and gutters at the east parking area have been completed and are underway in the West Parking area. Irrigation service has been restored to the homes along

Park Avenue. The project is about 60% complete. The Rifle Creek crossing at 5<sup>th</sup> Street will be closed for the month of May and June.



Amphitheater Stage Construction

### **Deerfield Park Planning**

A first concept plan for the Park has been prepared by the Consultant and Staff is reviewing preliminary drainage plans. They are continuing with the development plan.

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

Alternatives reviewed and evaluated for both the gateway entrance to the City and Park Avenue extension can be viewed on [www.riflegateway.com](http://www.riflegateway.com).

Modeling is presently underway. CDOT Transportation Commission has approved further development of the one-way couplet and the draft final report has been submitted for review to the City and CDOT. \*A meeting is planned for 15 June for review of Report comments and to discuss 60% design.

### **Energy Park Improvements**

Design drawings for the first phase of this development for the composting facility are complete. Improvements include roadways, water and sewer service, a solids line extension from the RRWWRF to the composting plant, electrical service, detention ponds and drainage swales. A gravity service to the existing sewer is also included. \*This project is out for bids due on June 24<sup>th</sup>.

### **Trail Along Rifle Creek**

\*The trail was completed at a cost \$6,600 less than the amount authorized for construction.

### **Environmental Work at Rifle Pond**

\*Environmental work for the STAG Grant has been completed and a report has been sent to EPA recommending a CATEX (Categorical Exemption).

### **Photovoltaic Electric Systems**

PV panels have been installed on the roof at the Service Center and at the Police and Court Building and on ground supports at the Parks Maintenance Facility. State electrical inspections have been completed. All three installations are connected to the Xcel electrical system and now have the required Xcel meters. The Kiosk at the Parks Building has been installed. Contract is now complete.

### **Generator at Airport Pump Station**

Shop drawings have been approved for the installation of a 275 KW generator at the Airport Pump Station. The County of Garfield is providing funds for this improvement. A pad for the generator and a walkway around the pad has been placed. Underground electrical conduit has been placed. The generator is scheduled to arrive on site in June.

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

\*Contract documents for removal of Biosolids from the existing NWWTP have been sent to the Contractor for signature. Work should begin at the end of June or first of July.

### **Water Sales Building**

\*Staff has received a proposal from a vendor to improve the existing water sales building which is being reviewed by Staff. This would include a new meter and the ability to allow credit card purchases. Transactions would be automatically transferred to the Finance Department.

### **Reconstruction of City Streets**

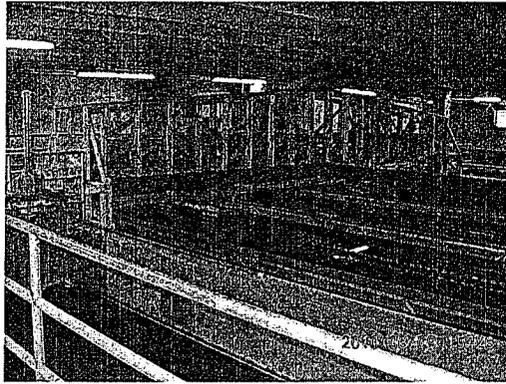
We have received a 30% design drawing on the reconstruction of Acacia Avenue from the south end to beyond 26<sup>th</sup> Street and for South 7<sup>th</sup> Street from Taughenbaugh Boulevard to Garden Lane.

### **Overlay of City Street**

\*Thirty percent drawings have also been received for an overlay of 24<sup>th</sup> Street from Howard Avenue to the West end of the Street and Railroad Avenue from 16<sup>th</sup> Street to State Highway 13.

### **Walkway Over Sedimentation Basin at GMWTP**

As a means to measure sludge depth in the basin, once the PAC system is in operation, a new truss walkway has been designed. Trusses have been ordered and the walkway is under construction.



Truss Basin Bridge

### Development Projects

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

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

Pioneer Mesa, Phase 2	14 <sup>th</sup> Street Marketplace
Scalzo Ranch (The Grove)	West Side Mobile Homes
Comfort Suites	Whiteriver Plaza
Remington Square	The Farm

**Development projects presently under construction include:**

- Western Rockies Credit Union (punch list item)
- Fire Station No. 3 (punch list items)
- Rifle Heights (re-vegetation required)
- Mackey Building (Enterprise Court)
- Creekside Townhomes (punch list items)
- Habitat Complex on Coal Mine Avenue
- Napa Building
- Water main at CMC (nearly complete)
- 16<sup>th</sup> Street Chip & Seal (recently re-graded)

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

- Walmart Remodel
- Kum & Go at Centennial Parkway and Railroad Avenue
- Kum & Go at 26<sup>th</sup> Street
- Queen's Crown
- Roan View Industrial Park
- Rimrock
- Eagles Nest
- Trapper Hollow
- North Pasture Commercial
- La Hacienda Restaurant
- \*1828 Buckhorn Drive

## Right-of-Way Permits

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

Water & Sewer Connection on CR 352 for Airport Project  
Water & Sewer Connection at CR 319 & 346 for Airport  
Comcast cable installation along Airport Road

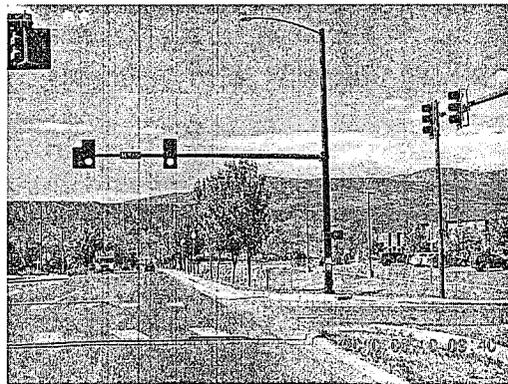
## Garfield County Projects within the Rifle Area

### **Garfield County Sheriff Annex**

The County is constructing a new Sheriff's Annex near the Airport and other County facilities on Hunter Mesa. The City is providing out-of-city water and sewer services. The water and sewer service installations are complete. The City is awaiting As-built drawings and final easement plats/descriptions.

### **Garfield County Health Services Center**

This facility is being constructed adjacent to and south of the Social Services Building at Railroad Avenue and 14<sup>th</sup> Street. The County has contributed funds to improve the intersection and move the traffic signal on the southwest corner to a location which would allow a larger turn radius. The pole and mast for the traffic signal have been placed and are in operation. \*New handicap ramps and pedestrian crossings have been installed. A new handicap ramp on the northwest corner will be constructed using the City construction crew.

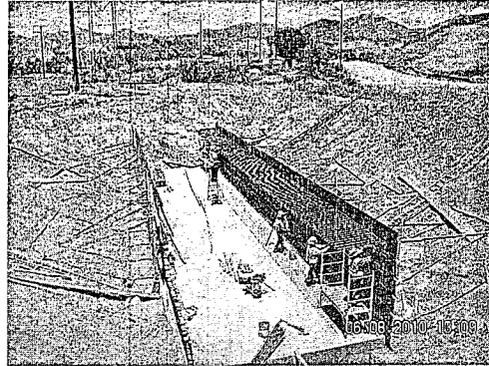


Signal Installation

### **Garfield County Airport Runway Realignment and Improvements**

The County of Garfield and the FAA are expanding and realigning the airport runway, CR 346 and CR 319, alignment of Dry Creek and relocating the City's water main and trunk sewer. Staff is providing inspection of public improvements within the City. The contract was delayed due to blasting required for rock along the roadway and water/sewer lines, which is now finished. Work on the wall at the end of the runway is about 95% complete. The sewer and water main along the realigned Airport Road have been

completed. \*Airport Road has been paved between Baron Lane and CMC and is in operation. Box culvert is under construction.



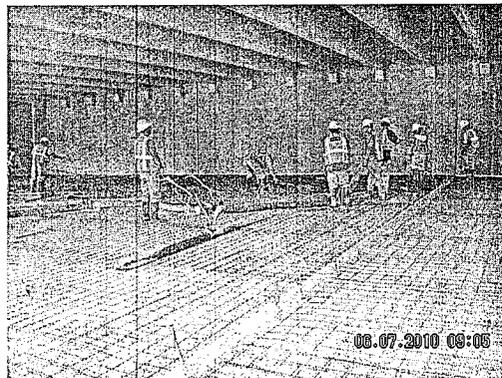
Airport Road Box Culvert

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

The new mains and services are now operational. The new sewer has been installed to service the hanger area and services are being connected. Smoke testing of existing services is underway. City will own, operate and maintain these facilities once complete.

### **Garfield County Library and Future Civic Center Complex**

The north walls of the parking garage and the double-T roof beams have been installed. \*Paving one-half of the floor of the parking garage has been completed. The topping over the T beams on the upper floor was delayed and is now scheduled for the next week. The topping contains Hycrete, a waterproofing additive.



Pouring Lower Floor in Parking Structure



## MEMORANDUM

**To: John Hier, City Manager**  
**From: Mike Braaten, Government Affairs Coordinator**  
**Date: April 15, 2010**  
**Re: Staff update**

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### **DOLA announces the return of energy impact grant funding (for now)**

DOLA recently announced \$76,024,000 is available for the 2010-2011 state fiscal year for energy impact grants (see attached). The grant the City submitted for infrastructure at the Energy Innovation Center prior to the suspension of the grant program last fall is back in play and a presentation before the DOLA Energy Impact Advisory Committee will be scheduled for July.

Additionally – DOLA will hold two other grant cycles. The deadlines for these grant cycles were recently revised; staff assumes to ensure funding was awarded/encumbered prior to the State Legislature's return in January 2011. These grant cycle's deadlines will be August 1 and December 1.

Staff will work to identify high priority projects for both grant cycles.

### **State Budget, DOLA budget and relationship to Rifle's Budget.**

It is important to note the State's 2010-2011 budget was propped-up with federal stimulus funds and those funds will not be available for their 2011-2012 budget (to be developed during the 2011 legislative session). Unless the economy improves dramatically, this will mean programmatic and staffing reductions at the State. An area of funding considered "discretionary" and re-directed to the state budget in bad economic times has historically been the Energy Impact Grant Funds. Additionally, a new governor will take office in January. Governor Ritter has held harmless the Severance/Federal Mineral Lease Direct Distributions to communities, but it is unknown how the current candidates for Governor view these distributions to impacted communities, especially if the State's budget has not improved.

### **State Ballot Measures: Prop 101, Amendments 60 & 61**

Information is starting to be developed related to this fall's state-wide ballot proposals. Included in your packet is a briefing from CML relating to 2 proposed constitutional amendments and one statutory amendment. As November draws near, staff will be preparing more information for Council and requesting Council to take a position on these three statewide ballot proposals.

### **Rifle's Sustainable Main Street Initiative update**

A community meeting was held Wednesday, June 9 to identify high priority projects/desired outcomes – highest priority "outcomes" include increasing economic activity/investment and improving pedestrian friendliness. The next meeting is tentatively set for Wednesday, June 30 1pm-4pm at City Hall.



## AVAILABILITY of FUNDS

### Energy Impact Assistance Fund (EIAF) Grant Program

The Department of Local Affairs (DOLA) and Energy Impact Advisory Committee are committed to the transparency of the grant and loan program. DOLA in partnership with the Advisory Committee publishes the amount of grant funds available for each funding cycle with application deadlines. The projections for State Fiscal Year 2011 are that approximately \$76 million will be available for Tier I and II grant and loan applications.

Revenues to the EIAF fund are derived from a portion of the state severance tax proceeds and federal mineral lease (FML) royalties. **Revenues to the fund are highly variable, and the fund balance fluctuates dramatically from year to year, due to such factors as production levels and commodity prices.** The Energy Impact Advisory Committee annually reviews the status of funds, revenue projections and awards made, and provide recommendations to the executive director to establish the funds available for the following year's grant program.

Applications received for the August 1, 2009 cycle were suspended and held for consideration. The funding decisions for the suspended applications will be made during August, 2010, with the following amounts budgeted for this purpose.

2009 Suspended Applications	Amount Available for Awards
Tier I	\$ 2.0 million
Tier II	\$21.5 million

After budgeting for suspended applications, estimates are that approximately \$52,524,000 will remain for the grant and loan program. The deadlines for application submittals for state fiscal year 2011 are August 1, and December 1, with funding allocated as follows:

Application Deadline	August 1, 2010	December 1, 2011
Tier I	\$2.62 million	\$2.62 million
Tier II	\$23.64 million	\$23.64 million

Tier I - 20% of the fund for awards of up to \$200,000.

Tier II – 80% of the fund for awards of greater than \$200,000 - \$2 million

Tier I and II grant applications are accepted each cycle.

For further information, contact Tony Hernandez at (303) 866-4988 or [tony.hernandez@state.co.us](mailto:tony.hernandez@state.co.us).



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To: Interested Municipal Officials  
From: Sam Mamet  
Date: May 11, 2010  
Subject: #101, #60, #61

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### Introduction

What follows is a brief summary of three significant statewide ballot measures which will be voted on this November. They have dramatic impacts upon municipal and local government finance. Your careful analysis of these measures is strongly encouraged, as well as your communication with county commissioners, special district board members, neighboring city and town leaders, and school board members. Please go to [www.cml.org](http://www.cml.org) for more information on these initiatives, including the actual ballot language.

Proposition #101 (covers vehicle taxes and fees, the state income tax, and telecommunication taxes; initiated statute)

### *Websites*

- [www.cotaxreform.com](http://www.cotaxreform.com) (for)
- [www.donthurtcolorado.com](http://www.donthurtcolorado.com) (against)

### *Key highlights (not comprehensive)*

- Specific ownership taxes decrease in 4 equal steps annually to \$2 on new vehicles and \$1 to all other vehicles.
- Various state and local taxes on vehicle rentals and leases are significantly restricted.
- Vehicle registration, license, and title charges combined shall total \$10 annually per vehicle.
- The state income tax is reduced over time to 3.5% under specific circumstances.
- State and local telecommunications charges will end. Fees for 9-1-1 are exempted, but limited to 2009 levels.

### *Municipal implications*

- The proposal represents a virtual elimination of specific ownership taxes, which are collected and distributed back to local governments in lieu of a property tax on vehicles. According to the 2009 state Revenue Department annual report, this totaled \$492.4 million for all local governments.
- The rollback of vehicle charges will result in an estimated near 26% reduction in CDOT's budget and a near 37% reduction in municipal HUTF proceeds, according to a CDOT analysis. The "FASTER" League-supported fee increases from last year are eliminated. These increases are shared with counties and municipalities.

- The restriction on telecommunications taxes is quite broad and will cover utility occupation taxes and sales and use taxes on telecommunication services.
- 9-1-1 fees are locked permanently into their 2009 rates with no flexibility to be increased. This will have significant impacts on delivering emergency services.
- The state income tax reduction it has been estimated by the Bell Policy Center could be over \$1 billion, which means virtually no on-going state financial support for certain grant and loan programs available to cities and towns.
- Major General Assembly changes to this initiated statute are highly unlikely as a political matter.

Amendment #60 (covers property taxes; initiated constitutional amendment)

*Websites*

- [www.limitpropertytax.com](http://www.limitpropertytax.com) (for)
- [www.donthurtcolorado.com](http://www.donthurtcolorado.com) (against)

*Key highlights (not comprehensive)*

- Electors may vote on property taxes where they own real property.
- Requires local governments to allow petitions to lower property taxes.
- November elections only for property taxes and must be independent of debt questions.
- Property tax bills are limited only to taxes and late charges.
- Requires enterprises and authorities to pay property taxes. Local governments have to reduce their mill levies to offset this revenue. These entities may not levy a fee or tax.
- Expires within 10 years all future property tax increases.
- Extending an expiring property tax is a tax increase.
- Prior actions to keep excess property tax revenues expire.
- Future actions to keep excess property tax revenues must expire in 4 years.
- Non-college school districts must phase out half their non-debt paying property taxes (i.e., operations and maintenance taxes) by 2020 and requires the state to backfill the reduced revenue.

*Municipal implications*

- Elector is not defined and could mean just about anyone or anything: real property owners, corporations, residents out of state or in another country, property owners not registered to vote. This substantially broadens voter participation to entities and individuals having little stake and trump the interests of municipal residents.
- The petition process is broadened to cover counties, special districts, and schools.
- Separating a debt question from the property tax question may make it harder to finance debt.
- What will the impact on school finance be; how will the state absorb this additional backfill responsibility; how will local communities be affected?
- Prior voter-approved questions at the municipal level to keep and spend excess revenues are eliminated and other restrictions imposed. Over 400 such questions have been approved at the municipal level since 1993.

- Municipal enterprise and authority operations will be severely hampered and these cover such services as sewer, water, electric, gas, aviation, downtown redevelopment. Rates and fees will increase and tax deductions will be lowered.
- Statehouse flexibility to modify or implement these provisions will be virtually impossible. Anticipate costly litigation similar to TABOR implementation.

#### Amendment #61 (covers debt limits; initiated constitutional amendment)

##### *Websites*

- [www.limitcodebt.com](http://www.limitcodebt.com) (for)
- [www.donthurtcolorado.com](http://www.donthurtcolorado.com) (against)

##### *Key highlights (not comprehensive)*

- The state may not contract debt by loan in any form.
- Prohibits local governments to contract debt by loan in any form without voter approval.
- The ballot title for any question must detail how the moneys to be borrowed are to be used.
- Prohibits any subsequent change in the use of the money borrowed.
- Prohibits any voter-approved debt incurred from being repealed until it is fully repaid.
- Imposes specified limits on borrowing pegged to a percentage of assessed valuation after 2010 (10% of assessed value).
- After current borrowing is repaid, tax rates must decline in an amount equal to that debt's planned average annual repayment, even if the debt is not repaid by taxes.

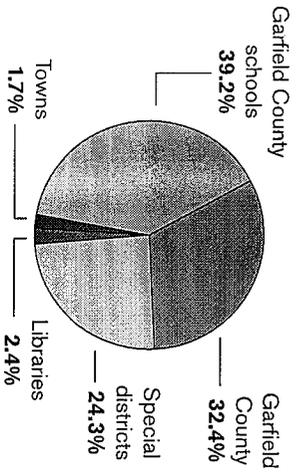
##### *Municipal implications*

- Traditional lease purchase and lease-leaseback financings will be considered debt. This could cover traditional property and equipment leases.
- State level authorities which work with municipalities like CHFA on affordable housing projects and the Water/Power Resources Authority for water and wastewater will be curtailed from issuing bonds. Federal funds, like Rural Development loans, may also be affected.
- New voter approvals will be required for: enterprise borrowings; certificates of participation; lower interest rate refinancings; URA borrowings; less than one year cash flow borrowings.
- The 10% assessed valuation debt limit will severely impact local government and needs to be examined for full impact in each municipality.
- Interest costs will increase as a result of the prepayment without penalty, which is not common in the current municipal marketplace.
- The 10 year maturity requirement will force cities and towns to downsize substantially infrastructure and hamper the ability to plan for future long-term needs.
- Anticipate that this measure will affect the rating agencies' views of the municipal market in Colorado both in the short and long run.
- Infrastructure financing through debt will be substantially curtailed.
- Statehouse flexibility to modify or implement these provisions will be difficult. Anticipate costly litigation similar to TABOR implementation.

# Here's how Prop 101 would affect Garfield County

## Ownership taxes

Where the money goes



	2009	Prop 101
Garfield County schools*	\$3.2 million	\$35,205
Garfield County	\$2.7 million	\$29,098
Special districts	\$2 million	\$21,823
Libraries	\$197,137	\$2,155
Towns	\$139,639	\$1,527

### For the average vehicle owner\*

	2009	Prop 101
Garfield County schools	\$43.02	39¢
Garfield County	\$35.56	32¢
Special districts	\$26.67	24¢
Libraries	\$2.63	2¢
Towns	\$1.87	2¢

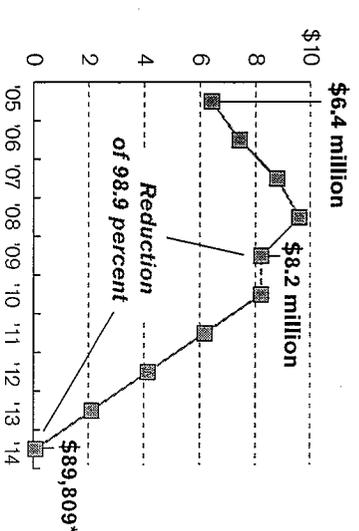
\* Based on average of \$109,76 for vehicles in Garfield County in 2009; assumes used vehicle.

### \* Per-pupil share

District	2009	Prop 101
Roaring Fork	\$439	\$4.80
RE-2	\$301	\$3.29
16	\$487	\$5.32

## Ownership taxes collected

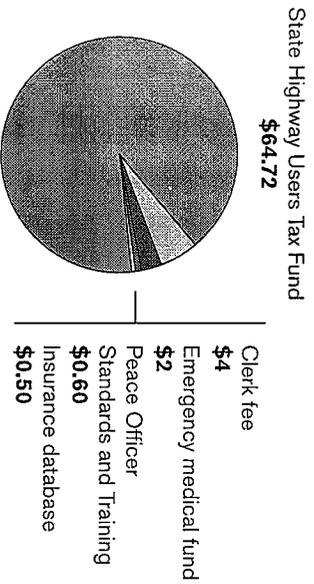
(in millions)



\* Prop 101 fully implemented. No projection available for 2010. Assumes same number of vehicle registrations in 2009 and '10-'14; assumes 20% of vehicles registered are new.

## License fees

Where the money goes



Note: Average license fee for a vehicle in Garfield County in 2009 was \$71.82. Does not include RFTA, which is not paid by all county residents.

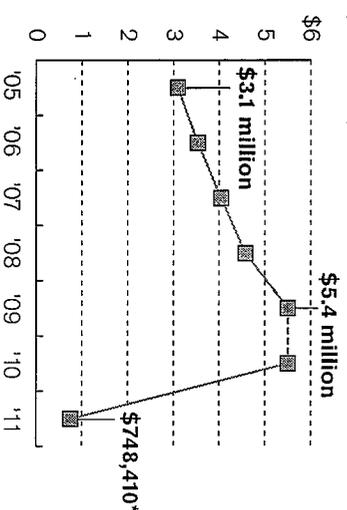
### For the average vehicle owner\*

	2009	Prop 101
Clerk fee	\$4	\$4
Emergency medical	\$2	\$2
Peace officer training	60¢	60¢
Insurance database	50¢	50¢
Highway user fund	\$64.72	\$2.90

\* Average license fee was \$71.82 in 2009. Under Prop 101, the fee would drop to \$10 per vehicle - a cut of 86 percent. Some of the component fees are set by state statute; the portion for the Highway Users Tax Fund is not.

## License fees collected

(in millions)



\* Prop 101 fully implemented. No projection available for 2010. 2009 figure does not include late fees.

## Road and bridge fees

(FASTER)

Garfield County, like all counties in the state, has started collecting road and bridge fees to pay for a backlog of state construction and repair projects. Here's Garfield County's projected breakdown for 2010, the first full year of fees. Prop 101 would repeal FASTER (Senate Bill 09-108).

	2010	Prop 101
Roads	\$1.66 million	0
Bridges	\$659,187	0



The Bell Policy Center • 1905 Sherman Street, Suite 900 • Denver, Colorado 80203 • 303-297-0456  
www.thebell.org

# Campaign reform law: Use of public funds restricted

By Geoff Wilson, CML General Counsel

**B**allots in statewide or local elections often include issues of profound importance to Colorado municipalities. As community leaders, municipal officials can and should become actively involved in the public discussion of these issues. However, the state Fair Campaign Practices Act places significant restrictions on the use of public funds for advocacy purposes or for dispensing information in connection with local or statewide ballot issues (Section 1-45-117, C.R.S.).

The FCPA restrictions apply once a statewide petition has been submitted for title setting, once a title has been set on a local initiative or referendum, and upon final action of the governing body placing a referred measure on the ballot. These guidelines are intended to provide municipal officials and employees with general guidance concerning what they may or may not do, consistent with the FCPA. However, the municipal attorney should be consulted before any action is taken that could be viewed as subject to the public-funds restrictions in the FCPA.

## Permissible activities

It is permissible to do the following in campaigns in support of or in opposition to a proposed measure:

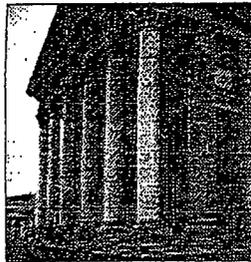
1. The local governing body may take a position of advocacy on the issue. The governing body may pass a resolution and take a public stand urging the electorate to vote for or against any matter. Staff background research that leads to passage of a resolution is also permissible.

Local governments may report the passage of or distribute such

resolutions "through established, customary means, other than paid advertising, by which information about other proceedings of [the governing body] is regularly provided to the public" (such as via a local government newsletter or cable television broadcast).

2. The act provides that any public official who has policy-making responsibilities may spend up to \$50 of public money on phone calls, letters or other activities "incidental to expressing his or her opinion on any such issue."

This provision is intended to help public officials avoid technical violations of the act when they are otherwise endeavoring to avoid use of public funds in their advocacy activity; it should not be viewed as affirmative authority to spend public funds on advocacy.



3. Elected officials may speak out on the issues presented on the ballot. There is no limitation in the FCPA on the right of public officials to address any matter before the electorate; the limitation is on expenditure of public funds.

4. Public employees and paid elected officials may work on the campaign and speak out on the issues on their own time. Any public employee who becomes involved in the campaign should document that the effort is done on his or her own time.

If the public employee is on a recorded-hour system, make sure the record reflects that the public employee took time off from public duties to engage in campaign activities.

5. If the local government has a policy permitting public groups to use its facilities for community purposes, it may allow groups opposed to or supportive of the ballot proposition to use those facilities if the policy is applied in an evenhanded fashion.

6. Public employees may respond to unsolicited questions or requests for information about a ballot issue; however, the local government should carefully avoid producing information for distribution that is designed to influence the passage or defeat of the issue.

7. The local governing body may use public funds to develop and distribute a factual summary on any issue that will appear on a ballot in the jurisdiction. The summary must include arguments for or against the proposal, but the summary itself may not contain a conclusion or opinion in favor of or against the proposal.

## Impermissible activities

It is impermissible under the FCPA, except as indicated above, to do the following in campaigns in support of or in opposition to a proposed measure:

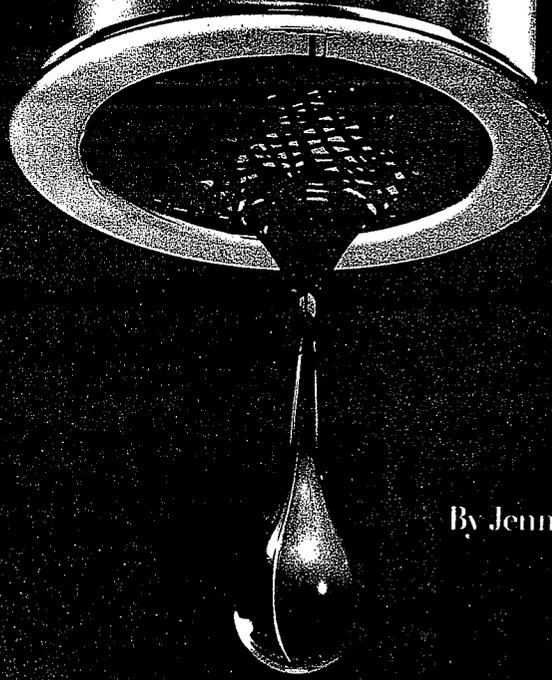
1. use or expend public funds or supplies;

2. allow employees or paid officers to work on a campaign during their working hours or use any public facility or equipment for the purposes of a campaign;

3. provide transportation or advertising using public property or funds to influence, directly or indirectly, the passage or defeat of any issue; or

4. grant an employee or officer leave from his job or office with the local government, with pay, to work on a campaign.

For more information, contact Geoff Wilson at 303-831-6411. ■



By Jennifer Grzeskowiak

# Tapped out

The money to comply with water regulations is drying up, so local governments are searching for new funds to keep water clean





combination of water infrastructure demands, flat federal assistance, a tough municipal bond market

and recession-weary residents who are opposed to rate increases continues to make funding regulatory compliance nearly impossible for local governments. However, financial options are being identified that may bring some relief.

"In addition to local matches, there has to be a greater contribution from the state and federal government for grants," says Michael Geffrard, president and CEO of New York-based investment firm Liati Group. "It has swung too far to user fees, which are beginning to become burdensome."

A recent report from the Washington-based U.S. Conference of Mayors (USCM) found that local governments contribute 97 percent of total annual expenditures on public water and wastewater services and infrastructure. Also, federal financial assistance to local government for public water and wastewater has been flat since the mid- to late 1980s and has declined as a proportion of total investment. The report, "Trends in Local Government Expenditures on Public Water and Wastewater Services and Infrastructure: Past, Present and Future," concludes that, "Rather than providing leadership, Congress and the federal government have essentially abandoned providing meaningful financial assistance to local government, but have, instead, authorized and implemented a costly and increasing wave of mandates."

### ASKED TO DO MORE ...

With the EPA continually changing regulations to ensure compliance with the Clean Water Act, local governments in turn are constantly looking for ways to fund those alterations. For example, at the beginning of the year, the Boston Globe highlighted a proposed plan that would require 84 Massachusetts communities to meet new regulations on stormwater runoff into municipal storm drains. The article focused on

local governments' concerns over the increased costs, with estimates ranging from \$20,000 to \$70,000 per year. Then, there are the new nutrient control regulations, among numerous others, on the horizon.

Even meeting current regulations is not easy. Kansas City, Mo., is undertaking a \$2.4 billion stormwater control plan following sewer overflows throughout the city, and its plan document acknowledges the "financial burden on every ratepayer." Rifle, Colo., recently spent \$23.3 million on a mechanical plant to meet ammonia nitrogen regulations on the Colorado River, leading the utility to double wastewater rates. Meeting the Chesapeake Bay nitrogen and phosphorus limits has led to "large rate increases and one of the highest per 1,000-gallon charges in the area," says Karen Pallansch, general manager of the Alexandria (Va.) Sanitation Authority.

Local government spending to meet federal regulations reaches beyond infrastructure and operations and maintenance (O&M). "Each community must also enforce the regulations," says Jeanette Brown, executive director of the Stamford (Conn.) Water Pollution Control Authority and president-elect of the Alexandria, Va.-based Water Environment Federation. If residents are not supposed to wash their cars and let water go down the drains, how do you enforce that and educate them, she asks. "You need dollars for education and to provide other options for residents."

### ... IN A TOUGHER ENVIRONMENT

Of course, some of the financial burden necessarily is passed onto ratepayers. But, with the economy still struggling, users are carefully scrutinizing rates. "The key issue that water and sewer is facing is keeping rates as affordable as possible," Geffrard says. EPA's guidelines generally calculate affordability as 2 percent of median disposable income. "If 5 percent of the population is paying two or three or four times what's affordable, that's unfortunate,

but it doesn't drive policy," Geffrard adds. "If it's more like 20 percent, that becomes a political problem."

While residents may be falling further below the median income line in some communities, lowering or even keeping rates steady often is not an option. Brown says that despite having a moderate charge on average of \$360 per year and having a high debt service, some members of the community still want to reduce the fees. That, however, would leave the water authority with less than it needs to operate. "When people are looking at every dollar, if you increase your charge \$1, people go ballistic because they don't understand the value of what we do," she says.

The economy also has made the municipal bond market less accessible for some local governments. Because the bond rating agencies have been under more scrutiny recently, they are being tougher on municipalities, Geffrard says. They also are emphasizing different criteria like cash on the balance sheet. Yet, when a water authority has ample cash reserves, users are less likely to understand the need to raise rates. Local governments also now have to deal with a market that wants more transparency, says Timothy Schaefer, principal owner of Newport Beach, Calif.-based Magis Advisors. "They want crystal clear transparency, and that extends to financial exposures and the mandates local governments are under."

To overcome some of those hurdles, Schaefer says that water authorities need to sell themselves to lenders while also working with local policy makers to develop and commit to more transparent and robust reserve and debt management policies. That shows lenders that they are taking long-term action.

To enter the municipal bond market, the Alexandria Sanitation Authority has hired a financial management firm to help set appropriate policies. It also has engaged a firm to develop a 10-year rate model to help with decision-making and to create "what if" scenarios, Pallansch says. While until now the authority has been able to fund its capital projects through

State Revolving Fund grants (SRFs), Pállansch is concerned that the funding source is about to become very competitive and more limited. "We will have to try the municipal bond market, which may be very costly and cause us to have to defer projects," she says.

Finding ways to continue accessing the municipal bond market is important for local governments, as it continues to be one of the best options, Geffrard says. While SRFs have the lowest interest rates, municipal bonds have the lowest capital costs. Also, the final maturity on SRFs tends to be shorter than the useful life of the assets being financed, placing a higher burden on current ratepayers and less of a burden on later ones. If the federal government would allow the funds to be spread out longer, the financial burden could be distributed more equitably over ratepayers and provide some relief in the near term, he adds.

Richard Wolff, chairman of the North Hudson (N.J.) Sewerage Authority, says that states should use their credit worthiness as leverage to help finance water projects. "States should put bond pools together that locals can access to get better rates — and make those loans available through revolving funds," he says. "They also should turn to commercial banks for funding."

## Rifle, Colo., Utility Department

**Compliance challenge:** Ammonia nitrogen discharge regulations on the middle Colorado River

**Recent project:** Completed a \$23.3 million, 6-million-gallon-per-day wastewater treatment plant last year to address the issue

**Funding:** More than doubled wastewater rates to \$30.88 per month for the first 4,000 gallons, received \$2.5 million in grants, borrowed \$18.6 million from the Colorado SRF, cash reserves

**Director insight:** "We've been fortunate receiving funding through the SRF," says Utility Director Charlie Stevens. "When we first talked to the state in 2007 about borrowing the \$18.6 million, they weren't sure they'd have the money available, but some other projects fell through. Some of the problem is that the capitalization grants from the federal government have decreased 50 percent since 2005. We hope that the president and Congress will increase those capitalization funds that come to the states for SRFs."



## TURNING TO THE FEDS

Not surprisingly, most local governments and their advocates continue to focus on receiving more financial support from the federal government — and there is pending legislation that could expand funding options. For instance, in April, Sen. Robert Menendez, D-N.J., introduced the Sustainable Water Infrastructure Investment Act of 2010 (S 3262). The bill would amend the Internal Revenue Code to remove the volume

caps on private activity bonds for water and sewage facilities, which would encourage more public-private partnerships. The House has passed the companion bill HR 537 introduced by Rep. Bill Pascrell, D-N.J.

The Water Infrastructure Financing Act, sponsored by Sen. Benjamin Cardin, D-Md., would authorize Congress to make greater contributions to the SRFs and expand grant programs. Of the \$39 billion it would authorize over the next five years, \$20 billion would go toward Clean Water SRFs, \$14.7 billion toward Safe Drinking Water SRFs and \$1.8 billion for sewer overflow grants, with the remainder divided among smaller grant programs. The nearly \$35 billion in SRF grants, averaging \$7 billion per year, is an increase over the \$1.5 billion appropriated for SRF programs in 2009, according to the Congressional Budget Office.

However, those amounts then have to be appropriated, meaning passage of the bill does not guarantee the money will get spent. The bill also would allow states to extend the repayment period for a Clean Water Act SRF loan from 20 years to 30 years or the design life of the project to be financed with the proceeds.

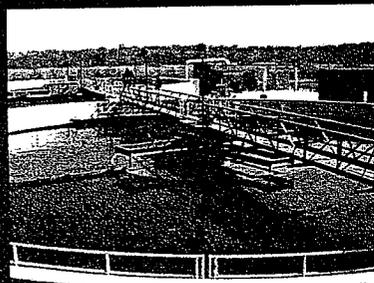
On a much smaller scale, also under consideration is the Green

## Johnson County (Kan.) Wastewater

**Compliance challenge:** Wet weather flow treatment, understanding the latest EPA interpretation of regulations for wet weather facilities with separate weather treatment and discharge

**Funding:** Typically use bonds, occasionally use SRF loans. "We don't compete well [for SRF loans] with other communities that have major problems," says John Metzler, chief engineer. "And, because we are AA rated, the low interest program doesn't reduce the cost very much for us." For capital costs, more than 90 percent comes from user charges.

**Engineer insight:** "For communities with a growth component, they should be looking at sewer impact fees," Metzler says. "We had a lot of development before the economic slowdown, averaging about 3,500 sewer hook-ups per year from the mid-80s. That was a substantial portion of revenue, and we used it to expand plants and sewer lines."



Infrastructure for Clean Water Act (HR 4202), introduced by Rep. Donna Edwards, D-Md. It would set aside federal grant money for green

infrastructure projects, with a focus on communities that are considered low-income or that have combined storm and sanitary sewers. The bill also

would create a green infrastructure program within the EPA to promote such projects and provide regional assistance in implementing them.

The USCM report notes that 60 percent of local government money goes toward O&M vs. capital investments. In 1956, 37.5 percent of \$861 million in total spending was on O&M vs. the 62.5 percent or \$1.43 billion dedicated to capital spending. That changed in the mid-1980s as physical assets increased along with the cost of treating more water to higher levels.

Because of today's O&M expenditure levels, Brown recommends that agencies using SRFs to build a plant should be able to use the same mechanism to fund related maintenance costs. Some states already fund the first two years of O&M costs to get the community on its feet. "Communities are paying the debt service, and then they're faced with higher operation and maintenance because there's more

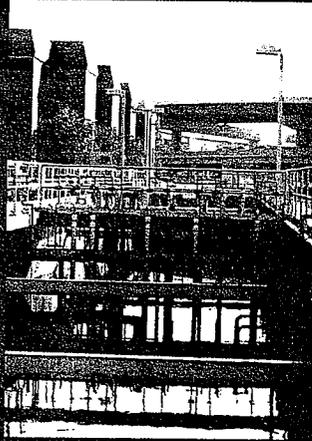
## Alexandria (Va.) Sanitation Authority

**Compliance challenge:** Meeting nitrogen and phosphorus limits for the Chesapeake Bay Program

**Funding:** Have been able to fund all capital projects through SRF and a robust rate model to help set effective rates that cover bond repayments in the future while maintaining funds for repair and replacement.

Concerned about increased competition for SRFs, the sanitation authority is working with a financial management firm to access the municipal bond market.

**Manager insight:** "There is technology, costly however, that we believe will allow us to meet state-of-the-art nitrogen and phosphorus removal options," says General Manager Karen Pallansch. "We question, though, whether it can be done under all conditions on a continual basis. There is nothing that is cost effective that would fit on our very constrained site that would work if we have to go lower."



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equipment,” Brown says. “If even a portion were covered, that would help.”

## LOOKING IN OTHER DIRECTIONS

In addition to user fees, municipal bonds and SRFs, smaller communities should consider such options as the USDA rural communities assistance programs. “These small jurisdictions often need the most help, and they’re the ones with the hardest time gaining access to the markets,” Schaefer says. “It’s widely overlooked because it’s intimidating at first glance.”

Charlie Stevens, utility director for Rifle, Colo., has experienced that firsthand. “We’ve tried to secure USDA funding before because they distribute grants to communities under 10,000, but the red tape is a nightmare,” he says. Stevens would like to see the funds rolled into the SRFs and streamline the process by having one agency handle the applications and funding.

Other options are the Build America Bonds offered as part of the stimulus plan. The taxable bonds typically have a higher interest rate, but the federal government covers 35 percent of the interest.

Tapping into private capital also can be a viable source of new funds. For instance, a developer that wants to build a subdivision may help fund an expansion of the wastewater treatment plant to handle the additional volume. Private activity bonds also can encourage private involvement by allowing a local government to raise money for a private company. Typically, private activity bonds are not tax-exempt like municipal bonds, but they can be if the project is shown to be publicly beneficial.

Finding ways to increase revenues also can help. Stamford runs a lab where, in addition to testing its own water, the authority can test for other treatment plants and charge a fee. Brown also recommends looking at a treatment plant with excess capacity

in solids treatment and taking on additional solids.

Alternative funding options, ongoing conversations with lawmakers, ratepayer education, efficiency efforts and financial responsibility are helping water authorities keep up with ever-changing regulations. While there clearly is not one solution, one common thread among nearly every member of the water community is a frustration with others — from ratepayers all the way up to the federal government — not understanding what they do, how much it costs and exactly how much of the bill local governments are footing.

With estimated spending from 2009 to 2028 on public water and wastewater systems ranging from \$2.5 to \$4.8 trillion, it is time, as Pallansch says, to gain “the support to be able to charge what it really costs to clean people’s dirty water.”

*Jennifer Grzeskowiak is a Laguna Beach, Calif.-based freelance writer.*

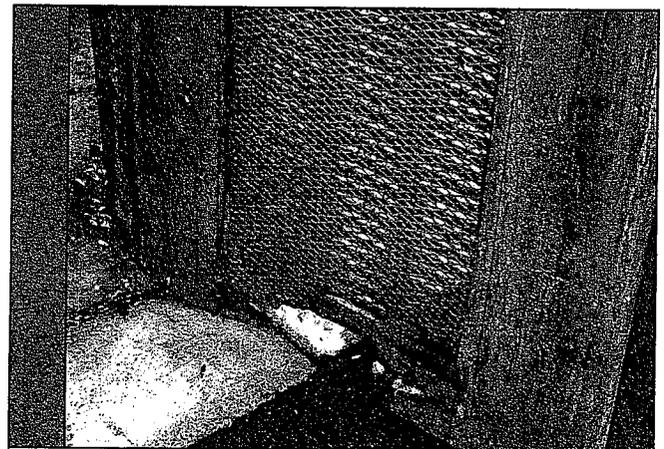
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825 Cedar Dr.  
Rifle, CO 81650  
970-625-3698  
April 23, 2010

Rifle City Council  
202 Railroad Ave.  
Rifle, CO 81650

Dear City Council:

It has been my privilege to serve on the City Of Rifle Planning Commission for the last 9 years. Your support and encouragement has brought about a Planning Commission and Comprehensive Plan that will serve Rifle many years into the future.

I have recently purchased some property in Arizona, that my wife and I hope to utilize up to 5 months each year. After discussions with the Planning Director I have decided to resign. I felt strongly that being gone so long was not fair to my fellow commissioners and/or my fellow citizens. If one is to be a commissioner, one must be here so as to perform the duties assigned.

I was going to resign effective immediately, but Matt prevailed on me to stay until October 2010 meeting, so as to be able to recruit new candidates. If new candidates are recruited prior to the October 2010 meeting, I will gladly step down. Since I serve at your pleasure what ever is decided is fine with me.

I want to again thank you for the opportunity to serve and strongly believe we have one of the best Commissions and Planning Staff in the valley. Rifle is ready to tackle new growth efficiently and effectively.

Sincerely,



GARY T. OSIER