



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

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

**REGULAR MEETING
August 4, 2010**

**WORKSHOP 5:30 P.M.
CONFERENCE ROOM**

5:30 P.M. Discussion of VIF Appointments (Mayor & Council)
6:00 P.M. NUTS Transition Agreement

**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 July 21, 2010 Regular Meeting
 - B. Minutes from the July 21, 2010 Special Meeting
 - C. City Clerk Appointment
 - D. Elks Corporate Report of Changes
 - E. June Sales Tax Report
 - F. 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)
- 7:15 p.m. 5. Theatre Lease (Jim Neu)
- 7:30 p.m. 6. Public Hearing: Rifle Area Chamber of Commerce (for GRHD) Special Event Liquor License Application for WestFest (Wanda Nelson)
- 7:35 p.m. 7. Public Hearing: Ordinance 11-10: Adoption of 2010 Model Traffic Code (Jim Neu)
- 7:45 p.m. 8. Resolution 17-10: Adopting the Calendar for the 2011 Budget (Charles Kelty)
- 7:55 p.m. 9. Purchase of Electric Vehicles (Tom Whitmore)
- 8:05 p.m. 10. North Wastewater Lagoon Biosolids Removal Contract, Addendum No. 2 (Jim Neu)
- 8:15 p.m. 11. Administrative Reports
 - A. City Manager Report
 - B. Other Reports
- 8:25 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: August 18, 2010 at 7:00 p.m.



**COMMERCIAL PROPERTY LEASE
CITY OF RIFLE
RIFLE THEATER CORPORATION**

This LEASE is made by and between the City of Rifle, Colorado, a Colorado home-rule municipality whose address is 202 Railroad Avenue, P.O. Box 1908, Rifle, Colorado 81650 (“Lessor”) and Rifle Theater Corporation., a non-profit corporation whose address is 120 West Third Street Street, Rifle, Colorado 81650, (“Lessee”).

WITNESSETH:

WHEREAS, Lessor owns the building and surrounding real property known as the Rifle Creek Theater at 132 East 4th Street, Rifle, Colorado 81650 (the “Premises”); and

WHEREAS, the parties desire to set forth the terms and conditions of the Lease of the Premises.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated by this reference.

2. Term of Lease. The term of the Lease shall be from the date of completion of renovation of the Premises by the Lessor and New Ute Theatre Society, Inc. and issuance by Lessor of a certificate of occupancy, to 5:00 p.m. on January 1, 2016 (the “Term”) subject to either party’s right to terminate this Lease upon ninety (90) days notice to the non-terminating party. In the event Lessee ceases utilizing the Premises to renovate the Rifle Creek Theater in accordance with the City-approved renovation plan described in paragraph 3 below, this Lease shall terminate.

3. Rent. The total rent for the Term is the sum of \$60,000.00 which sum is payable to Lessor in equal monthly installments of \$100.00, in advance, on the first day of each calendar month during the term, with the balance due upon termination of this lease. Prepayments of rent are permitted at any time. Lessee shall also be responsible for the payment of any taxes, utilities, insurance, routine maintenance and repairs for the Term period. In consideration for this Lease, Lessee agrees to operate and manage the Rifle Creek Theater in accordance with an operations plan submitted by Lessee and approved by the City which details the planned use and management of the Theater (the “Operations Plan”). The Operations Plan shall be attached to this Lease and incorporated herein by reference as a material term to this Lease.

4. Use and Occupancy. Lessee shall use and occupy the Premises for the operation of the Rifle Creek Theater and for no other purpose; provided however, the Lessee shall retain all rights to rent and manage the residential apartment, which is part of the Premises or allow the same to be occupied by one of the Lessee's employees. Lessor represents that the Premises may lawfully be used for this purpose. The name of the theater venue may be changed by Lessee without constituting a change in the historical operation of the Premises. Lessor retains the right to use the Premises for civic or public purposes so long as such uses do not interfere with the Operations Plan approved by the City. Lessor shall provide Lessee fifteen (15) days advance notice of its intention to use the Premises, which notice will state the purpose and detailed description of Lessor's intended use. Lessor shall meet with Lessee to coordinate such use and discuss any reasonable measures to mitigate any impacts to Lessee. Lessor shall be responsible for any associated additional operation and maintenance costs of such use and Lessor shall indemnify and hold Lessee harmless for any and all damage and liability incurred as a result of Lessor's use of the Premises.

5. Place for Payment of Rent Lessee shall pay rent, and any additional rent as provided below, to Lessor at Lessor's above-stated address, or at such other place as Lessor may designate in writing, without demand and without counterclaim, deduction, or setoff.

6. Care and Repair of Premises. Lessee shall commit no act of waste and shall restore and maintain the Premises and all fixtures and appurtenances. Lessee shall, in the use and occupancy of the Premises, conform to all laws, orders, and regulations of the federal, state, and municipal governments or any of their departments. Lessee shall make all necessary repairs, modifications, and replacements to the Premises and all fixtures and appurtenances within a reasonable time and shall at all times maintain the Premises as a theater in good working order.

Lessee shall maintain and keep in good condition and repair the interior and exterior of the improvements situate on the Premises against ordinary wear and tear. Lessee shall keep and maintain all sidewalks and drives adjacent to the Premises in a neat, clean and sanitary condition and reasonably free of litter, dirt, debris, obstructions, ice and snow. Lessor shall make reasonable structural repairs to the Premises in a reasonable amount of time following notice from Lessee of the need for such repairs.

All improvements made by Lessee which are so attached to the Premises that they cannot be removed without material injury to the Premises shall become the property of Lessor upon installation. Not later than the last day of the term Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of Lessor, including items not related to the theater business, concession supplies not purchased by Lessor. Lessee shall also repair all injury done by or in connection with the installation or removal of the property and improvements, and surrender the Premises in as good condition as it was at the beginning of the term, reasonable wear, and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by Lessee or Lessee's agents, servants, visitors or licensees, excepted. All property of Lessee remaining on the Premises after the last day of the term of this Lease shall be conclusively deemed abandoned and may be removed by Lessor, and Lessee shall reimburse Lessor for the cost of such removal. Lessor may have any such property stored at Lessee's risk and expense.

7. Theater Equipment. Lessor shall own all equipment and fixtures related to the operation of the theater with the exception of concession supplies. Lessee shall have no right to remove such theater equipment or fixtures during the term of the Lease or upon termination of Lease. Lessee may replace or upgrade the equipment and fixtures and replaced or upgraded equipment and fixtures shall be the property of the Lessor. Lessee's actual cost of replacing and upgrading any equipment or fixtures including the cost, if any, of purchase money financing, shall be credited against the Premises rents due the Lessor pursuant to this Lease.

8. Alterations Additions or Improvements. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions or improvements in, to or about the Premises. Lessor has the right to make improvements to the Property so long as those improvements do not conflict with the Operations Plan unless Lessee consents to such conflict in writing. Any alterations, additions, and improvements made to the Premises shall be appurtenant to the Premises and upon termination of the Lease become the property of Lessor.

9. Prohibition Against Activities Increasing Fire Insurance Rates. Lessee shall not do or suffer anything to be done on the Premises which will cause an increase in the rate of fire insurance for the Premises, without the approval of Lessor.

10. Accumulation of Waste or Refuse Matter. Lessee shall not permit the accumulation of waste or refuse matter on the Premises or anywhere in or near the Premises.

11. Abandonment. Lessee shall not, without first obtaining the written consent of the Lessor, abandon the Premises, or allow the Premises to become vacant or deserted.

12. Assignment and Sublease. Lessee shall not assign, mortgage, pledge, or encumber this lease, in whole or in part, or sublet the Premises or any part of such Premises

13. Compliance with Rules and Regulations. Lessee shall observe and comply with the rules and regulations set forth below, which are made part of this agreement, and with any further reasonable rules and regulations as Lessor may prescribe, on written notice to the Lessee, for the safety, care, and cleanliness of the Premises.

14. Utilities. Lessee shall be responsible for and pay the cost of all utilities provided to the Premises and attributable to periods during the Term of this Lease, including without limitation, water, sewer, gas, electricity, trash removal, heating and cooling. There shall be no obligation on Lessor to provide or pay the costs of any utility.

15. Taxes. Lessee shall pay before delinquency, any and all taxes and assessment levied, assessed or imposed against Lessor's real property constituting the Premises or Lessee's equipment, furniture, fixtures, inventory, merchandise and other personal property of the Lessee located on the Premises.

Lessee shall pay Lessor all general property taxes, including special assessments, levied against the Premises attributable to periods during the basic term and any renewal term of this

Lease. Lessor shall provide Lessee with a notice of any sums due under the provision of this paragraph 15, together with a copy of the tax statement and Lessee shall pay to Lessor all sums due within thirty (30) days from receipt thereof.

So long as Lessor or Lessee, in good faith, deems any such tax or assessment to be excessive or illegal, Lessor or Lessee shall have the right to contest such assessment or tax, provided that Lessee shall, within five (5) days after any final determination adverse to Lessor, fully pay, satisfy and discharge any amounts finally adjudicated as due, together with interest, penalties and fines accrued thereon. Further, at Lessor's option, Lessee may be required to escrow with Lessor, an amount equivalent to one hundred and fifteen percent (115%) of the unpaid property taxes so contested.

16. Cleaning Services. Lessee agrees to furnish cleaning services customary on the Premises.

17. Insurance. Lessee shall hold Lessor harmless from, and indemnify and defend Lessor against any damages, liability or claims arising out of or incident to the use of the Premises by Lessee, its customers, invitees, licensees, sublessees, subcontractors or employees. Lessee shall defend any litigation at its own cost and expense which may be brought against Lessor or Lessee, arising out of the Lessee's use of the Premises. In furtherance hereof Lessee shall provide the following insurance coverage.

(a) Fire and Casualty Coverage. Lessee shall keep and maintain fire, casualty and extended coverage insurance on the improvements situate on the Premises with minimum coverage limits equal to the actual replacement costs of the same, with Lessor as the "named insured" thereunder and with appropriate loss payable clauses naming such mortgagee or mortgagees, as Lessor may, from time to time designate. To satisfy this provision, Lessor agrees to obtain this coverage and Lessee shall reimburse Lessor the increased premium amount related to the coverage in monthly installments based upon the annual premium increase added to the total rent due Lessor for the term of this Lease.

(b) Liability Coverage. Lessee shall also provide public liability insurance in connection with the utilization of the Premises and the operation of Lessee's business conducted on the Premises with appropriate endorsements with single limit liability coverage of at least One Million Dollars (\$1,000,000) and shall name Lessor as an additional "named insured" thereunder. Such liability insurance coverage shall be increased from time to time in order to keep pace with inflation and increases in the cost of living. In the event a disagreement should arise between Lessor and Lessee as to what increases are appropriate or required, it is agreed that at a minimum Lessor shall have the right to require at two (2) year intervals that such coverage be increased in an amount proportionate to the increase of any, in the most current Consumer Price Index for All Urban Consumers U.S. City Average (all items), published by the U.S. Department of Labor, Bureau of Labor Statistics (the "CPI-U").

(c) Reciprocal Waiver of Subrogation. Each party waives subrogation against the other with respect to any loss or claim covered by insurance arising under or in connection with this Lease or otherwise related to the Premises or the use thereof

(d) Certificates of Insurance. Lessee shall provide Lessor with a certificate of all such insurance coverage described above, at or prior to taking possession of the Premises. No such policy or policies may be cancelled without thirty (30) days prior written notice to Lessor and any mortgagee, and said certificate shall so provide.

18. Net Lease. Except for taxes, utilities, and trash removal this Lease is intended, and shall be deemed and construed be a "Net Lease". Lessor shall receive all rents free of any charges, assessments, impositions, expenses, deductions and offsets of any kind or nature whatsoever with respect to the Premises, save and except taxes chargeable to Lessor and attributable to the Premises or the income derived by Lessor therefrom. Lessee shall pay all insurance, utilities, repairs, maintenance, excises, levies, licenses, permit fees and other governmental charges attributable to the periods during which this Lease is in effect or attributable to any transfer or conveyance of any interest or estate of Lessee.

19. Condition of Premises. The Premises shall be delivered to Lessee in good condition. All permit fees and costs of compliance with City Codes for Lessee's occupancy of the Premises and the costs of all leasehold improvements installed by Lessee and any remodeling, additions or improvements made by Lessee, shall be the sole cost and expense of Lessee, provided however, with prior approval of Lessor, the costs of such improvements may be credited against the Premises rents due the Lessor pursuant to this Lease. Plans for any improvements, additions or remodeling planned by Lessee, other than as permitted herein, shall be first presented to Lessor for review and approval, which approval shall not be unreasonably withheld; and, in the absence of a response from Lessor within ten (10) days from the date such plans are submitted, the same shall be deemed approved. Any such additions, improvements and remodeling shall be done in a good and workmanlike manner and in compliance with all local ordinances, codes and regulations. Lessee shall provide Lessor with a copy of all "as-built" drawings and plans for any improvements and remodeling work done. All additions, improvements and fixtures installed or constructed by Lessee shall become a part of the leased Premises and, upon the expiration or termination of this Lease for any reason, the same shall become and remain the property of Lessor. Lessee shall keep and maintain the Premises, including any improvements, additions or fixtures installed by Lessee, in a good and proper condition and state of repair and, upon the expiration or termination of this Lease, Lessee shall return the Premises, including Lessee improvements, to Lessor in a clean and orderly condition, ordinary wear excepted.

20. No Liens. Lessee shall keep the Premises free and clear of any and all liens for labor performed and materials provided to the Premises or otherwise attributable to Lessee's operations conducted on the Premises. To this end, Lessee shall pay, on or before the time same come due, all charges for services and utilities provided to the Premises and all personal property taxes, withholding taxes, sales taxes, tourism taxes, unemployment taxes and all other taxes, charges and assessments of the City of Rifle, Garfield County, the Colorado Department of Revenue and other taxing authorities. Lessee shall indemnify, defend and hold Lessor and the Premises harmless from Mechanic's Liens and claims arising out of Lessee's activities, and all losses arising from nonpayment of such claims, including attorney's fees incurred by Lessor in connection therewith. At Lessor's option, Lessee may be required to bond over any lien which Lessee is at any time in good faith contesting, if such lien is then interfering with a financing, sale or refinancing of Premises.

21. Damages to Premises. If the Premises is damaged by fire or any other cause to such an extent that the cost of restoration, as reasonably estimated by Lessor, will equal or exceed fifty percent (50%) of the replacement value of the Premises (exclusive of foundations) just prior to the occurrence of the damage, then Lessor may, no later than the 5th day following the damage, give Lessee a notice of election to terminate this lease, or if the cost of restoration will equal or exceed fifty percent of such replacement value and if the Premises shall not be reasonably useable for the purposes for which they are leased under this agreement, then Lessee may, no later than the 5th day following the damage, give Lessor a notice of election to terminate this lease. In event of either such election this Lease shall be deemed to terminate on the 2nd day after the giving of such notice, and Lessee shall surrender possession of the Premises within a reasonable time thereafter, and the rent, and any additional rent, shall be apportioned as of the date of the surrender and any rent paid for any period beyond this date shall be repaid to tenant.

In any case in which use of the Premises as a theater is affected by damage, there shall be either an abatement or an equitable reduction in rent depending on the period for which and the extent to which the Premises are not reasonably usable for the purpose for which they are leased under this agreement. The words "restoration" and "restore" as used in this section shall include repairs. If the damage results from the fault of the Lessee, or Lessee's agents, servants, visitors, or licensees, Lessee shall not be entitled to any abatement or reduction of rent, except to the extent, if any, that Lessor receives the proceeds of rent insurance in lieu of such rent.

If the cost of restoration as estimated by Lessor shall amount to less than fifty percent of the replacement value of the Premises, or if, despite the cost, Lessor does not elect to terminate this lease, Lessor shall restore the Premises with reasonable promptness, subject to delays beyond Lessor's control and delays in the making of insurance adjustments between Lessor and any insurance carrier, and Lessee shall have no right to terminate this Lease except as provided in this Lease. Lessor need not restore fixtures and improvements owned by tenant.

22. Lessor's Remedies on Default. Lessor's rights under this paragraph are in addition to any remedy allowed by law, if Lessee shall fail to pay any monthly rental installment or other monetary obligation hereunder within ten (10) days after written notice of such default or, if default shall be made in any of the other covenants or agreements herein contained to be kept and performed by Lessee, and such default shall continue for a period of thirty (30) days after written notice, or such longer period as shall be reasonably required to correct such non-monetary default, it shall thereafter be lawful, and Lessor shall have the absolute right, to declare the term of this Lease ended; and, without releasing Lessee from any of Lessee's obligations hereunder. Lessor shall have the right to re-enter said Premises and repossess said leased Premises, either with or without process of law, in which event. Lessee covenants and agrees to surrender and deliver up said Premises peaceably to Lessor immediately upon such termination, but Lessee shall nevertheless remain liable for the balance of the rent and other sums herein agreed to be paid by Lessee, for the otherwise unexpired term of this Lease; or, at Lessor's option. Lessor may permit Lessee to remain in possession under this Lease and Lessor may bring an action or successive actions for damages suffered by Lessor because of the breach of any covenant or condition, without prejudice to the rights of Lessor to proceed as provided above, or as otherwise permitted by law, with respect to any subsequent or future breach of any

covenant or condition contained in this Lease. In the event of a default by Lessee, Lessor shall use reasonable efforts to mitigate its damages to the extent required by law.

23. Deficiency. In any case where Lessor has recovered possession of the Premises by reason of Lessee's default, Lessor may, at Lessor's option, occupy the Premises or cause the Premises to be redecorated, altered, divided, or otherwise changed or prepared for reletting, and may relet the Premises as agent of Lessee or otherwise, for a term or terms to expire prior to, at the same time as, or subsequent to, the original expiration date of this lease, at Lessor's option, and receive the rent. Rent so received shall be applied first to the payment of such expenses as Lessor may have incurred in connection with the recovery of possession, redecorating, altering, dividing, or otherwise changing or preparing the Premises for reletting, and the reletting, including brokerage and reasonable attorneys' fees, and then to the payment of damages in amounts equal to the rent under this agreement and to the cost and expenses of performance of the other covenants of Lessee as provided in this lease. Lessee agrees, in any such case, whether or not Lessor has relet, to pay to Lessor damages equal to the rent and other sums agreed to be paid by Lessee, less the net proceeds of the reletting, if any, and the damages shall be payable by Lessee on the several rent days specified above. In reletting the Premises, Lessor may grant rent concessions, and Lessee shall not be credited with such concessions. No such reletting shall constitute a surrender and acceptance or be deemed evidence of a surrender and acceptance. If Lessor elects, pursuant to this agreement, actually to occupy and use the Premises or any part of the Premises during any part of the balance of the term as originally fixed or since extended, there shall be allowed against Lessee's obligation for rent or damages as defined in this lease, during the period of Lessor's occupancy, the reasonable value of such occupancy, not to exceed, in any event, the rent reserved in this lease, and such occupancy shall not be construed as a relief of Lessee's liability under this agreement.

Lessee waives all right of redemption to which Lessee or any person claiming under Lessee might be entitled by any law now or hereafter in force. Lessor's remedies under this agreement are in addition to any remedy allowed by law.

24. Casualty. In the event the Premises be destroyed or a material part of the improvements become untenable as a result of "major damage" by fire or other casualty, then either party shall have the right to terminate this Lease upon written notice to the other; provided that, in the case of "minor damage" resulting from casualty, this Lease shall remain in effect without abatement of Lessee's monetary obligations hereunder, and Lessor, shall promptly repair and restore the Premises to their former state and condition as soon as is reasonably practicable from the proceeds of the casualty insurance maintained. Damages reasonably repairable within one hundred eighty (180) days of the date of the casualty shall be conclusively deemed "minor damage" for purposes of this paragraph. Damages not reasonably repairable within that time period shall be deemed "major damage." Lessee shall have no claim against Lessor for business interruption damages while repairs are made to the Premises.

25. Lessor's Right to Cure. If Lessee breaches any covenant or condition of this Lease, or fails to make any payments required hereunder for taxes, insurance, utilities, or otherwise. Lessor any, at its option, upon five (5) days advance written notice to Lessee, cure such breach, at me expense of Lessee, and the reasonable amount of all expenses, including attorneys' fees incurred by Lessor in doing so, together with interest at me rate of eighteen percent (18%) per annum from the date of

advancement shall be deemed additional rent, payable on demand.

26. Bankruptcy. If Lessee is declared insolvent or bankrupt, or if an assignment of Lessee's property is made for the benefit of its creditors, or if Lessee's leasehold interest hereunder is levied upon under execution or taken by virtue of any writ of any court of law, or if a trustee in bankruptcy or a receiver is appointed for Lessee or over Lessee's property, and such action, proceedings or appointment is not reversed, dismissed or otherwise rendered inapplicable within thirty (30) days thereafter, then Lessor may, at its option, immediately, with or without notice, terminate and cancel this Lease and take possession of the Premises, without thereby occasioning a forfeiture of any of the obligations of Lessee which have previously accrued under this Lease.

27. Eminent Domain. If the Premises, any part of the Premises, or any estate in the Premises be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such a taking. The rent, and any additional rent, shall be apportioned as of the termination date and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu of such payment, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

28. Effect of Failure to Insist on Strict Compliance With Conditions. The failure of either party to insist on strict performance of any covenant or condition of this agreement, or to exercise any option contained in this lease, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This Lease cannot be changed or terminated orally.

29. Subordination of Lease. This Lease shall be subject and subordinate to all underlying leases and to deeds to secure debt which may now or subsequently affect such leases or the real property constituting the Premises, and also to all renewals, modifications, consolidations, and replacements of the underlying leases and the deeds to secure debt. Although no instrument or act on the part of Lessee shall be necessary to effectuate such a subordination, Lessee will, nevertheless execute and deliver any further instruments confirming such a subordination of this Lease as may be desired by the holders of the deeds to secure debt or by any of the Lessors under the underlying leases. Lessee appoints Lessor as attorney in fact, irrevocably, to execute and deliver any such instrument for Lessee. If any underlying lease to which this Lease is subject terminates, Lessee shall, on timely request, attorn to the owner of the reversion.

30. Security Deposit. Lessee shall deposit with Lessor on the signing of this Lease the sum of \$500.00 as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the Premises to Lessor as provided in this lease. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall upon demand deposit with Lessor the amount so applied, so that Lessor shall have the full deposit on hand at all times during the term of this lease

31. Notices. Any notice by either party to the other shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by registered or certified mail in an addressed postpaid envelope; if to Lessee, at the above described Premises; if to Lessor, at Lessor's address as set forth above; or, to either, at any other address as Lessee or Lessor, respectively, may

designate in writing. Notice shall be deemed to have been duly given, if delivered personally, upon delivery, and if mailed, upon the 3rd day after the mailing of such notice.

32. Lessor's Right to Inspection, Repair and Maintenance. Lessor may enter the Premises at any reasonable time, upon adequate notice to Lessee (except that no notice need be given in case of emergency) for the purpose of inspection or the making of such repairs, replacements, or additions in, to, on and about the Premises, as Lessor deems necessary or desirable. Lessee shall have no claim or cause of action against Lessor by reason of such entry except as provided in Section 28 of this agreement.

33. Interruption of Services or Use. Interruption or curtailment of any service maintained on the Premises, if caused by strikes, mechanical difficulties, or any causes beyond Lessor's control whether similar or dissimilar to those enumerated, shall not entitle Lessee to any claim against Lessor or to any abatement in rent, and shall not constitute constructive or partial eviction, unless Lessor fails to take such measures as maybe reasonable in the circumstances to restore the service without undue delay. lithe Premises is rendered untenable in whole or in part, for a period of five (5) business days, by the making of repairs, replacements, or additions, other than those made with Lessee's consent or caused by misuse or neglect by Lessee or Lessee's agents, servants, visitors, or licensees, there shall be a proportionate abatement of rent during the period of such untenability.

34. Lessor's Right To Show Premises. Lessor may show the Premises to prospective purchasers and mortgagees and, during the three (3) months prior to termination of this lease, to prospective tenants, during business hours upon reasonable notice to Lessee.

35. Effect of Other Representations. No representations or promises shall be binding on the parties to this agreement except those representations and promises contained in this lease, or in some future writing signed by the party making such representations or promises.

36. Peaceful Enjoyment. Lessor covenants that if, and so long as, Lessee pays the rent, and any additional rent as provided in this lease, and performs the covenants of this lease, Lessee shall peaceably and quietly have, hold, and enjoy the Premises for the term mentioned in this lease, subject to the provisions of this lease.

37. Lessee's Certification as to Force and Effect of Lease. Lessee shall, from time to time, upon not less than seven (7) days' prior written request by Lessor, execute, acknowledge and deliver to Lessor a written statement certifying that the Lease is unmodified and in full force and effect, or that the Lease is in full force and effect as modified and listing the instruments of modification; the dates to which the rents and other charges have been paid; and, whether or not to the best of Lessee's knowledge Lessor is in default under this Lease and, if so, specifying the nature of the default. It is intended that any such statement delivered pursuant to this section may be relied upon by a prospective purchaser of Lessor's interest or mortgagee of Lessor's interest or assignee of any mortgage upon Lessor's interest in the Premises.

38. Section Headings. The section headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

39. Binding Effect on Successors and Assigns. The provisions of Lease shall apply to, bind, and inure to the benefit of Lessor and Lessee, and their respective heirs, successors, legal representatives and assigns. It is understood that the term "Lessor" as used in Lease means only the owner, a mortgagee in possession, or a term Lessee of the Premises, so that in the event of any sale of the Premises or of any lease of the Premises, or if a mortgagee shall take possession of the Premises, the Lessor shall be entirely freed and relieved of all covenants and obligations of Lessor subsequently accruing under this agreement. It shall be deemed without further agreement that the purchaser, the term Lessee of the Premises, or the mortgagee in possession has assumed and agreed to carry out any and all covenants and obligations of the Lessor under this agreement.

40. Warranty of Authorized Signatories. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Lease on behalf of the party for whom he or she purports to sign, and each agrees to defend, indemnify, and hold harmless each other party against each claim, suit or demand, including necessary expenses of investigation and reasonable attorneys' fees, in which it may be asserted that he or she was not competent and/or so authorized to execute this Lease and receive the consideration therefor.

41. Governing Law. This Lease shall be interpreted in accordance with and governed in all respects by the laws of the State of Colorado.

42. Severability. If any provision, or any part of any provision of this Lease shall for any reason be held to be invalid, unenforceable or contrary to public policy or any law, then the remainder of this Lease shall not be affected thereby.

43. Effective Date. This Lease shall be effective on the date it has been signed by all parties.

44. Counterparts. This Lease may be signed by the parties in counterparts, and each signed counterpart shall become part of the final Lease and shall have the same force and effect thereof. A copy of any signature on a signature page shall be as valid and binding as an original signature.

45. Facsimile. Signatures may be evidenced by facsimile. Original signatures shall be provided to the other party upon request of either party.

46. Attorney Fees. In the event of a breach of this lease, the prevailing party shall be entitled to reasonable attorney fees and costs. This provision shall survive the termination of this Lease.

Lessor: Lessee:

CITY OF RIFLE, COLORADO

RIFLE THEATER CORPORATION

By: _____
John Hier, City Manager

By: _____
President

ATTEST:

ATTEST:

City Clerk

Secretary

**COMMERCIAL PROPERTY LEASE
CITY OF RIFLE
NEW UTE THEATRE SOCIETY, INC.
FOR BUILDING RENOVATION**

This LEASE is made by and between the City of Rifle, Colorado, a Colorado home-rule municipality whose address is 202 Railroad Avenue, P.O. Box 1908, Rifle, Colorado 81650 ("Lessor") and New Ute Theatre Society, Inc., a non-profit corporation whose address is 120 West Third Street Street, Rifle, Colorado 81650, ("Lessee").

WITNESSETH:

WHEREAS, Lessor owns the building and surrounding real property known as the Rifle Creek Theatre at 132 East 4th Street, Rifle, Colorado 81650 (the "Premises"); and

WHEREAS, Lessee desires to lease the property (the "Premises") from Lessor for the purpose of renovating the Premises; and

WHEREAS, the parties desire to set forth the terms and conditions of the Lease of the Premises.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated by this reference.

2. Term of Lease. The initial term of the Lease shall be from 5:00 pm on August 12, 2010 to 5:00 pm on March 31, 2011 (the "Term"), subject to either party's right to terminate this Lease and subject to earlier termination upon completion of theater renovation in accordance with the Renovation Plan as hereafter provided. In the event Lessee ceases utilizing the Premises to renovate the Rifle Creek theatre in accordance with the City-approved renovation plan described in paragraph 3 below, this Lease shall terminate.

3. Rent. The total rent for the Term is the sum of \$10.00 which sum is payable in advance on August 13, 2010. Lessee shall also be responsible for the payment of any insurance, routine maintenance and repairs for the Full Term period. In consideration for this Lease, Lessee agrees to renovate Rifle Creek Theatre in accordance with a renovation plan submitted by Lessee and approved by the City which details the planned renovation of the Theatre and the facade of the Premises (the "Renovation Plan"). The approved Renovation Plan is attached to this Lease and incorporated herein by reference as a material term to this Lease.

4. Use and Occupancy. Lessee shall use and occupy the Premises for the renovation of the Theatre and facade and for no other purpose. Lessor represents that the Premises may lawfully be used for this purpose. The name of the theater venue may be changed by Lessee without constituting a change in the historical operation of the Premises. Lessor retains the right to use the Property for civic or public purposes so long as such uses do not interfere with the Renovation Plan approved by the City. Lessor shall provide Lessee fifteen (15) days advance notice of its intention to use the Premises, which notice will state the purpose and detailed description of Lessor's intended use. Lessor shall meet with Lessee to coordinate such use and discuss any reasonable measures to mitigate any impacts to Lessee. Lessor shall be responsible for any associated additional operation and maintenance costs of such use and Lessor shall indemnify and hold Lessee harmless for any and all damage and liability incurred as a result of Lessor's use of the Premises.

5. Place for Payment of Rent Lessee shall pay rent, and any additional rent as provided below, to Lessor at Lessor's above-stated address, or at such other place as Lessor may designate in writing, without demand and without counterclaim, deduction, or setoff.

6. Care and Repair of Premises. Lessee shall commit no act of waste and shall restore and maintain the Premises and all fixtures and appurtenances. Lessee shall, in the use, occupancy, and restoration of the Premises, conform to all laws, orders, and regulations of the federal, state, and municipal governments or any of their departments. Lessee shall make all necessary renovation repairs, modifications, and replacements to the Premises and all fixtures and appurtenances within a reasonable time.

Lessee shall maintain and keep in good condition and repair the interior and exterior of the improvements situate on the Premises against ordinary wear and tear. Lessee shall keep and maintain all sidewalks and drives adjacent to the Premises in a neat, clean and sanitary condition and reasonably free of litter, dirt, debris, obstructions, ice and snow. Lessor shall make reasonable structural repairs to the Premises in a reasonable amount of time following notice from Lessee of the need for such repairs.

All improvements made by Lessee which are so attached to the Premises that they cannot be removed without material injury to the Premises shall become the property of Lessor upon installation. Not later than the last day of the term Lessee shall, at Lessee's expense, remove all of Lessee's personal property which has not become the property of Lessor, including items not related to the theater business. Lessee shall also repair all injury done by or in connection with the installation or removal of the property and improvements, and surrender the Premises in as good condition as it was at the beginning of the term, reasonable wear, and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by Lessee or Lessee's agents, servants, visitors or licensees, excepted. All property of Lessee remaining on the Premises after the last day of the term of this Lease shall be conclusively deemed abandoned and may be removed by Lessor, and Lessee shall reimburse Lessor for the cost of such removal. Lessor may have any such property stored at Lessee's risk and expense.

7. Theater Equipment. Lessor shall own all equipment and fixtures related to the operation of the theater. Lessee shall have no right to remove such theater equipment or fixtures

during the term of the Lease or upon termination of Lease, except after replacing such equipment or fixtures with improved equipment or fixtures, with Lessor's approval.

8. Alterations Additions or Improvements. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions or improvements in, to or about the Premises. Lessor has the right to make improvements to the Property so long as those improvements do not conflict with the Renovation unless Lessee consents to such conflict in writing. Any alterations, additions, and improvements made to the Premises shall be appurtenant to the Premises and upon termination of the Lease become the property of Lessor. Certain alterations and improvements made by Lessee shall be subject to reimbursement or direct payment by Lessor from municipal funds appropriated by it for those purposes and from State and private grants made to Lessor for the renovation of the Premises. The alterations and improvements shall be mutually identified by the parties prior to commencement of work, and thereafter as amended from time to time and appended to the Renovation Plan.

9. Prohibition Against Activities Increasing Fire Insurance Rates. Lessee shall not do or suffer anything to be done on the Premises which will cause an increase in the rate of fire insurance for the Premises, without the approval of Lessor.

10. Accumulation of Waste or Refuse Matter. Lessee shall not permit the accumulation of waste or refuse matter on the Premises or anywhere in or near the Premises.

11. Abandonment. Lessee shall not, without first obtaining the written consent of the Lessor, abandon the Premises, or allow the Premises to become vacant or deserted.

12. Assignment and Sublease. Lessee shall not assign, mortgage, pledge, or encumber this lease, in whole or in part, or sublet the Premises or any part of such Premises

13. Compliance with Rules and Regulations. Lessee shall observe and comply with the rules and regulations set forth below, which are made part of this agreement, and with any further reasonable rules and regulations as Lessor may prescribe, on written notice to the Lessee, for the safety, care, and cleanliness of the Premises.

14. Utilities. Lessor shall be responsible for and pay the cost of all utilities provided to the Premises and attributable to periods during the Term of this Lease, including without limitation, water, sewer, gas, electricity, trash removal, heating and cooling. There shall be no obligation on Lessee to provide or pay the costs of any utility.

15. Taxes. Lessor shall pay before delinquency, any and all taxes and assessment levied, assessed or imposed against Lessor's real property constituting the Premises or Lessor's equipment, furniture, fixtures, inventory, merchandise and other personal property of the Lessor located on the Premises.

So long as Lessor or Lessee, in good faith, deems any such tax or assessment to be excessive or illegal, Lessor or Lessee shall have the right to contest such assessment or tax.

16. Cleaning Services. Lessee agrees to furnish cleaning services customary on the Premises.

17. Insurance. Lessee shall hold Lessor harmless from, and indemnify and defend Lessor against any damages, liability or claims arising out of or incident to the use of the Premises by Lessee, its customers, invitees, licensees, sublessees, subcontractors or employees. Lessee shall defend any litigation at its own cost and expense which may be brought against Lessor or Lessee, arising out of the Lessee's use of the Premises. In furtherance hereof Lessee shall provide the following insurance coverage.

(a) Fire and Casualty Coverage. Lessee shall keep and maintain fire, casualty and extended coverage insurance on the improvements situate on the Premises with minimum coverage limits equal to the actual replacement costs of the same, with Lessor as the "named insured" thereunder and with appropriate loss payable clauses naming such mortgagee or mortgagees, as Lessor may, from time to time designate. To satisfy this provision, Lessor agrees to obtain this coverage and Lessee shall reimburse Lessor the increased premium amount related to the coverage in monthly installments based upon the annual premium increase.

(b) Liability Coverage. Lessee shall also provide public liability insurance in connection with the utilization of the Premises and the operation of Lessee's business conducted on the Premises with appropriate endorsements with single limit liability coverage of at least One Million Dollars (\$1,000,000) and shall name Lessor as an additional "named insured" thereunder.

(c) Reciprocal Waiver of Subrogation. Each party waives subrogation against the other with respect to any loss or claim covered by insurance arising under or in connection with this Lease or otherwise related to the Premises or the use thereof

(d) Certificates of Insurance. Lessee shall provide Lessor with a certificate of all such insurance coverage described above, at or prior to taking possession of the Premises. No such policy or policies may be cancelled without thirty (30) days prior written notice to Lessor and any mortgagee, and said certificate shall so provide.

18. Net Lease. Except for taxes, utilities, and trash removal this Lease is intended, and shall be deemed and construed be a "Net Lease". Lessor shall receive all rents free of any charges, assessments, impositions, expenses, deductions and offsets of any kind or nature whatsoever with respect to the Premises, save and except taxes chargeable to Lessor and attributable to the Premises or the income derived by Lessor therefrom. Lessor shall pay all insurance, utilities, repairs, maintenance, excises, levies, licenses, permit fees and other governmental charges attributable to the periods during which this Lease is in effect or attributable to any transfer or conveyance of any interest or estate of Lessee.

19. Condition of Premises. The Premises shall be delivered to Lessee in their present condition. Any additions, improvements and remodeling shall be done in a good and workmanlike manner and in compliance with all local ordinances, codes and regulations. Lessee shall provide Lessor with a copy of all "as-built" drawings and plans for any improvements and remodeling work done. All additions, improvements and fixtures installed or constructed by Lessee shall become a

part of the leased Premises and, upon the expiration or termination of this Lease for any reason, the same shall become and remain the property of Lessor. Lessee shall keep and maintain the Premises, including any improvements, additions or fixtures installed by Lessee, in a good and proper condition and state of repair and, upon the expiration or termination of this Lease, Lessee shall return the Premises, including Lessee improvements, to Lessor in a clean and orderly condition, ordinary wear excepted.

20. No Liens. Lessee shall keep the Premises free and clear of any and all liens for labor performed and materials provided to the Premises or otherwise attributable to Lessee's operations conducted on the Premises. To this end, Lessee shall pay, on or before the time same come due, all charges for services provided to the Premises and all personal property taxes, withholding taxes, unemployment taxes and all other taxes of Garfield County, the Colorado Department of Revenue and other taxing authorities. Lessee shall indemnify, defend and hold Lessor and the Premises harmless from Mechanic's Liens and claims arising out of Lessee's activities, and all losses arising from nonpayment of such claims, including attorney's fees incurred by Lessor in connection therewith. At Lessor's option, Lessee may be required to bond over any lien which Lessee is at any time in good faith contesting, if such lien is then interfering with a financing, sale or refinancing of Premises.

21. Damages to Premises. If the Premises is damaged by fire or any other cause to such an extent that the cost of restoration, as reasonably estimated by Lessor, will equal or exceed fifty percent (50%) of the replacement value of the Premises (exclusive of foundations) just prior to the occurrence of the damage, then Lessor may, no later than the 5th day following the damage, give Lessee a notice of election to terminate this lease, or if the cost of restoration will equal or exceed fifty percent of such replacement value and if the Premises shall not be reasonably useable for the purposes for which they are leased under this agreement, then Lessee may, no later than the 5th day following the damage, give Lessor a notice of election to terminate this lease. In event of either such election this Lease shall be deemed to terminate on the 2nd day after the giving of such notice, and Lessee shall surrender possession of the Premises within a reasonable time thereafter, and the rent, and any additional rent, shall be apportioned as of the date of the surrender and any rent paid for any period beyond this date shall be repaid to tenant.

In any case in which use of the Premises as a theater is affected by damage, there shall be either an abatement or an equitable reduction in rent depending on the period for which and the extent to which the Premises are not reasonably usable for the purpose for which they are leased under this agreement. The words "restoration" and "restore" as used in this section shall include repairs. If the damage results from the fault of the Lessee, or Lessee's agents, servants, visitors, or licensees, Lessee shall not be entitled to any abatement or reduction of rent, except to the extent, if any, that Lessor receives the proceeds of rent insurance in lieu of such rent.

If the cost of restoration as estimated by Lessor shall amount to less than fifty percent of the replacement value of the Premises, or if, despite the cost, Lessor does not elect to terminate this lease, Lessor shall restore the Premises with reasonable promptness, subject to delays beyond Lessor's control and delays in the making of insurance adjustments between Lessor and any insurance carrier, and Lessee shall have no right to terminate this Lease except as provided in this Lease. Lessor need not restore fixtures and improvements owned by tenant.

22. Lessor's Remedies on Default. Lessor's rights under this paragraph are in addition to any remedy allowed by law, if Lessee shall fail to pay any monthly rental installment or other monetary obligation hereunder within ten (10) days after written notice of such default or, if default shall be made in any of the other covenants or agreements herein contained to be kept and performed by Lessee, and such default shall continue for a period of thirty (30) days after written notice, or such longer period as shall be reasonably required to correct such non-monetary default, it shall thereafter be lawful, and Lessor shall have the absolute right, to declare the term of this Lease ended; and, without releasing Lessee from any of Lessee's obligations hereunder. Lessor shall have the right to re-enter said Premises and repossess said leased Premises, either with or without process of law, in which event. Lessee covenants and agrees to surrender and deliver up said Premises peaceably to Lessor immediately upon such termination, but Lessee shall nevertheless remain liable for the balance of the rent and other sums herein agreed to be paid by Lessee, for the otherwise unexpired term of this Lease; or, at Lessor's option. Lessor may permit Lessee to remain in possession under this Lease and Lessor may bring an action or successive actions for damages suffered by Lessor because of the breach of any covenant or condition, without prejudice to the rights of Lessor to proceed as provided above, or as otherwise permitted by law, with respect to any subsequent or future breach of any covenant or condition contained in this Lease. In the event of a default by Lessee, Lessor shall use reasonable efforts to mitigate its damages to the extent required by law.

23. Deficiency. In any case where Lessor has recovered possession of the Premises by reason of Lessee's default, Lessor may, at Lessor's option, occupy the Premises or cause the Premises to be redecorated, altered, divided, or otherwise changed or prepared for reletting, and may relet the Premises as agent of Lessee or otherwise, for a term or terms to expire prior to, at the same time as, or subsequent to, the original expiration date of this lease, at Lessor's option, and receive the rent. Rent so received shall be applied first to the payment of such expenses as Lessor may have incurred in connection with the recovery of possession, redecorating, altering, dividing, or otherwise changing or preparing the Premises for reletting, and the reletting, including brokerage and reasonable attorneys' fees, and then to the payment of damages in amounts equal to the rent under this agreement and to the cost and expenses of performance of the other covenants of Lessee as provided in this lease. Lessee agrees, in any such case, whether or not Lessor has relet, to pay to Lessor damages equal to the rent and other sums agreed to be paid by Lessee, less the net proceeds of the reletting, if any, and the damages shall be payable by Lessee on the several rent days specified above. In reletting the Premises, Lessor may grant rent concessions, and Lessee shall not be credited with such concessions. No such reletting shall constitute a surrender and acceptance or be deemed evidence of a surrender and acceptance. If Lessor elects, pursuant to this agreement, actually to occupy and use the Premises or any part of the Premises during any part of the balance of the term as originally fixed or since extended, there shall be allowed against Lessee's obligation for rent or damages as defined in this lease, during the period of Lessor's occupancy, the reasonable value of such occupancy, not to exceed, in any event, the rent reserved in this lease, and such occupancy shall not be construed as a relief of Lessee's liability under this agreement.

Lessee waives all right of redemption to which Lessee or any person claiming under Lessee might be entitled by any law now or hereafter in force. Lessor's remedies under this agreement are in addition to any remedy allowed by law.

24. Casualty. In the event the Premises be destroyed or a material part of the improvements

become untenable as a result of "major damage" by fire or other casualty, then either party shall have the right to terminate this Lease upon written notice to the other; provided that, in the case of "minor damage" resulting from casualty, this Lease shall remain in effect without abatement of Lessee's monetary obligations hereunder, and Lessor, shall promptly repair and restore the Premises to their former state and condition as soon as is reasonably practicable from the proceeds of the casualty insurance maintained. Damages reasonably repairable within one hundred eighty (180) days of the date of the casualty shall be conclusively deemed "minor damage" for purposes of this paragraph. Damages not reasonably repairable within that time period shall be deemed "major damage." Lessee shall have no claim against Lessor for business interruption damages while repairs are made to the Premises.

25. Lessor's Right to Cure. If Lessee breaches any covenant or condition of this Lease, or fails to make any payments required hereunder for taxes, insurance, utilities, or otherwise. Lessor any, at its option, upon five (5) days advance written notice to Lessee, cure such breach, at me expense of Lessee, and the reasonable amount of all expenses, including attorneys' fees incurred by Lessor in doing so, together with interest at me rate of eighteen percent (18%) per annum from the date of advancement shall be deemed additional rent, payable on demand.

26. Bankruptcy. If Lessee is declared insolvent or bankrupt, or if an assignment of Lessee's property is made for the benefit of its creditors, or if Lessee's leasehold interest hereunder is levied upon under execution or taken by virtue of any writ of any court of law, or if a trustee in bankruptcy or a receiver is appointed for Lessee or over Lessee's property, and such action, proceedings or appointment is not reversed, dismissed or otherwise rendered inapplicable within thirty (30) days thereafter, then Lessor may, at its option, immediately, with or without notice, terminate and cancel this Lease and take possession of the Premises, without thereby occasioning a forfeiture of any of the obligations of Lessee which have previously accrued under this Lease.

27. Eminent Domain. If the Premises, any part of the Premises, or any estate in the Premises be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such a taking. The rent, and any additional rent, shall be apportioned as of the termination date and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu of such payment, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

28. Effect of Failure to Insist on Strict Compliance With Conditions. The failure of either party to insist on strict performance of any covenant or condition of this agreement, or to exercise any option contained in this lease, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This Lease cannot be changed or terminated orally.

29. Subordination of Lease. This Lease shall be subject and subordinate to all underlying leases and to deeds to secure debt which may now or subsequently affect such leases or the real property constituting the Premises, and also to all renewals, modifications, consolidations, and replacements of the underlying leases and the deeds to secure debt. Although no instrument or act on the part of Lessee shall be necessary to effectuate such a subordination, Lessee will, nevertheless execute and deliver any further instruments confirming such a subordination of this Lease as may be

desired by the holders of the deeds to secure debt or by any of the Lessors under the underlying leases. Lessee appoints Lessor as attorney in fact, irrevocably, to execute and deliver any such instrument for Lessee. If any underlying lease to which this Lease is subject terminates, Lessee shall, on timely request, attorn to the owner of the reversion.

30. Security Deposit. No security deposit shall be required of Lessee.

31. Notices. Any notice by either party to the other shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by registered or certified mail in an addressed postpaid envelope; if to Lessee, at the above described Premises; if to Lessor, at Lessor's address as set forth above; or, to either, at any other address as Lessee or Lessor, respectively, may designate in writing. Notice shall be deemed to have been duly given, if delivered personally, upon delivery, and if mailed, upon the 3rd day after the mailing of such notice.

32. Lessor's Right to Inspection, Repair and Maintenance. Lessor may enter the Premises at any reasonable time, upon adequate notice to Lessee (except that no notice need be given in case of emergency) for the purpose of inspection or the making of such repairs, replacements, or additions in, to, on and about the Premises, as Lessor deems necessary or desirable. Lessee shall have no claim or cause of action against Lessor by reason of such entry except as provided in Section 28 of this agreement.

33. Interruption of Services or Use. Interruption or curtailment of any service maintained on the Premises, if caused by strikes, mechanical difficulties, or any causes beyond Lessor's control whether similar or dissimilar to those enumerated, shall not entitle Lessee to any claim against Lessor or to any abatement in rent, and shall not constitute constructive or partial eviction, unless Lessor fails to take such measures as maybe reasonable in the circumstances to restore the service without undue delay. If the Premises is rendered untenable in whole or in part, for a period of five (5) business days, by the making of repairs, replacements, or additions, other than those made with Lessee's consent or caused by misuse or neglect by Lessee or Lessee's agents, servants, visitors, or licensees, there shall be a proportionate abatement of rent during the period of such untenability.

34. Lessor's Right To Show Premises. Lessor may show the Premises to prospective purchasers and mortgagees and, during the three (3) months prior to termination of this lease, to prospective tenants, during business hours upon reasonable notice to Lessee.

35. Effect of Other Representations. No representations or promises shall be binding on the parties to this agreement except those representations and promises contained in this lease, or in some future writing signed by the party making such representations or promises.

36. Peaceful Enjoyment. Lessor covenants that if, and so long as, Lessee pays the rent, and any additional rent as provided in this lease, and performs the covenants of this lease, Lessee shall peaceably and quietly have, hold, and enjoy the Premises for the term mentioned in this lease, subject to the provisions of this lease.

37. Lessee's Certification as to Force and Effect of Lease. Lessee shall, from time to time, upon not less than seven (7) days' prior written request by Lessor, execute, acknowledge and

deliver to Lessor a written statement certifying that the Lease is unmodified and in full force and effect, or that the Lease is in full force and effect as modified and listing the instruments of modification; the dates to which the rents and other charges have been paid; and, whether or not to the best of Lessee's knowledge Lessor is in default under this Lease and, if so, specifying the nature of the default. It is intended that any such statement delivered pursuant to this section may be relied upon by a prospective purchaser of Lessor's interest or mortgagee of Lessor's interest or assignee of any mortgage upon Lessor's interest in the Premises.

38. Section Headings. The section headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

39. Binding Effect on Successors and Assigns. The provisions of Lease shall apply to, bind, and inure to the benefit of Lessor and Lessee, and their respective heirs, successors, legal representatives and assigns. It is understood that the term "Lessor" as used in Lease means only the owner, a mortgagee in possession, or a term Lessee of the Premises, so that in the event of any sale of the Premises or of any lease of the Premises, or if a mortgagee shall take possession of the Premises, the Lessor shall be entirely freed and relieved of all covenants and obligations of Lessor subsequently accruing under this agreement. It shall be deemed without further agreement that the purchaser, the term Lessee of the Premises, or the mortgagee in possession has assumed and agreed to carry out any and all covenants and obligations of the Lessor under this agreement.

40. Warranty of Authorized Signatories. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Lease on behalf of the party for whom he or she purports to sign, and each agrees to defend, indemnify, and hold harmless each other party against each claim, suit or demand, including necessary expenses of investigation and reasonable attorneys' fees, in which it may be asserted that he or she was not competent and/or so authorized to execute this Lease and receive the consideration therefor.

41. Governing Law. This Lease shall be interpreted in accordance with and governed in all respects by the laws of the State of Colorado.

42. Severability. If any provision, or any part of any provision of this Lease shall for any reason be held to be invalid, unenforceable or contrary to public policy or any law, then the remainder of this Lease shall not be affected thereby.

43. Effective Date. This Lease shall be effective on the date it has been signed by all parties.

44. Counterparts. This Lease may be signed by the parties in counterparts, and each signed counterpart shall become part of the final Lease and shall have the same force and effect thereof. A copy of any signature on a signature page shall be as valid and binding as an original signature.

45. Facsimile. Signatures may be evidenced by facsimile. Original signatures shall be provided to the other party upon request of either party.

46. Attorney Fees. In the event of a breach of this lease, the prevailing party shall be entitled to reasonable attorney fees and costs. This provision shall survive the termination of this Lease.

Lessor: Lessee:

CITY OF RIFLE, COLORADO

NEW UTE THEATRE SOCIETY, INC.

By: _____
John Hier, City Manager

By: _____
Gil Frontella, President

ATTEST:

ATTEST:

City Clerk

Secretary

RIFLE CITY COUNCIL MEETING

Wednesday, July 21, 2010

REGULAR MEETING

7:00 p.m. * Council Chambers

The regular meeting of the Rifle City Council was called to order at 7:00 p.m. by Mayor Keith Lambert.

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

Councilor Lambert moved to excuse Councilor Jonathan Rice from tonight's meeting; seconded by Councilor Miller.

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

OTHERS PRESENT: John Hier, City Manager; Wanda Nelson, City Clerk; Kristy Christensen, Deputy City Clerk; Jim Neu, City Attorney; Daryl Meisner, Chief of Police; Jim Bell, Cable 10; Michael Churchill, Cable 10; Charlie Stevens, Utility Director; Rod Hamilton, Public Works Director; Mike Braaten, Government Affairs Coordinator; Charles Kelty, Finance Director; Aleks Briedis, Recreation Director; Michael Langhorne; Nancy Bayne; Henry Huffman; John Elmore.

CONSENT AGENDA

MINUTES FROM THE JULY 7, 2010 REGULAR MEETING; LIQUOR LICENSE RENEWALS; AUTHORIZE MAYOR TO SIGN LETTER OF SUPPORT FOR DNR WATER CONSERVATION GRANT REQUEST; RESOLUTION 13-10: SUBSTANTIAL COMPLIANCE FOR RRWPF; RESOLUTION 14-10: SUBSTANTIAL COMPLIANCE FOR WTP; RESOLUTION 15-10: SUPPORTING GOCO GRANT APPLICATION FOR RIFLE CREEK TRAIL; RESOLUTION 16-10: SUPPORTING GOCO GRANT APPLICATION FOR DEERFIELD PARK; LETTER OF SUPPORT FOR GNECI PERFORMANCE CONTRACT; MAY FINANCIAL REPORT; ACCOUNTS PAYABLE

Councilor Lambert moved to approve the Consent Agenda; seconded by Councilor Miller.

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

CITIZEN COMMENTS AND LIVE CALL-IN

There were no citizen comments or live call-ins.

PUBLIC HEARING: SPECIAL EVENT LIQUOR LICENSE APPLICATION ELKS LODGE

Mayor Lambert opened the public hearing. The Applicants Nancy Bayne and Henry Huffman were sworn in and reviewed the Elk's Application for a beer garden during Westfest on August 13 – 15, 2010. There will be two points of sale with additional security provided. Mr. Huffman stated that licensed servers will be present at all times. Ms. Nelson stated that the hearing was properly noticed, the application is complete, and the fees have been paid. Councilor Miller moved to approve the Application; seconded by Councilor Thompson.

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

INFRASTRUCTURE DESIGN AGREEMENT WITH THE RIFLE ECONOMIC DEVELOPMENT CORPORATION FOR THE VALLEY LUMBER PROPERTY REDEVELOPMENT

Michael Langhorne noted that the City received a grant from DOLA for \$25,000 to prepare development plans for the Valley Lumber site. This grant was received in partnership with the Rifle Economic Development Corporation (REDC). The scope of the work is intended to include preparation of grading and drainage plan, floodplain evaluation, shallow and deep utility plans, and a street and/or parking lot plan. The City and the REDC will equally provide the grant match of \$25,000, so each party is contributing \$12,500 to the Project. The REDC would like to manage the Project and enter into an Agreement with the City regarding each party's roles. Councilor Miller moved to authorize the Mayor to sign the contract with DOLA, and approve the Agreement with the REDC with flexibility to allow staff to amend the payment draws if REDC elects not to front all of the money for the Project; seconded by Councilor Lambert.

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

SECOND AMENDMENT TO RIFLE HEIGHTS SIA

Applicant John Elmore described his request for a one year extension on paying his pre-payment of tap fees for his project on Whiteriver Avenue and for the Whiteriver Avenue Costs that are currently due August 2010. Mr. Neu noted that this development is the only one that is under the obligation of pre-payment of tap fees, and Council may wish to release the Developer of this obligation. Councilor Lambert moved to approve the Second Amendment to the SIA releasing the developer from the pre-payment of tap fees obligation and extending the due date for the Whiteriver Avenue Costs until August 2011; seconded by Councilor Sanborn.

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

RESOLUTION 12-10: OPPOSING BALLOT INITIATIVES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO OPPOSING PROPOSITION 101 AND AMENDMENTS 60 AND 61 ON THE NOVEMBER 2, 2010 COLORADO STATEWIDE BALLOT.

Mr. Braaten stated that, at the previous Council meeting, staff was directed to bring a resolution forward for Council's consideration that opposed three ballot measures on the November 2010 Ballot. These measures, if they were approved by the voters, would result in a one-million dollar reduction to the City's revenues. Additionally, the City would be unable to borrow more than fifteen million dollars, a figure much lower than the City currently has outstanding making it impossible to borrow funds for the construction of a new water plant or any other capital project. The Rifle Area Chamber of Commerce and Grand River Hospital District are opposing these propositions, as are most local governments in the state. Councilor Miller moved to approve Resolution 12-10; seconded by Councilor Sanborn.

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

SUPPORTING DOLA APPLICATION FOR WATER PLANT DESIGN

Mr. Braaten noted this request is for the approval by Council to submit to DOLA an Energy Impact Grant request for a project totaling \$1.1 million. The grant request is for the continuation of the Rifle Water Treatment Plant Design, with DOLA providing \$750,000, and the City providing \$350,000. If funded, this request will substantially complete WTP design work. Councilor Lambert moved to approve the Application; seconded by Councilor Miller.

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

ADMINISTRATIVE REPORTS

Mr. Hier reported on: Action Steps for the Strategic Plan; customer service satisfaction survey; severance tax payment in August; DOLA grant presentation; 2011 budget preparation; 2009 Audit; capital expenditures. Ms. Nelson requested direction on the VIF Advisory Board appointments. Council will discuss them during the August 4th workshop. Mr. Sturgeon discussed downtown zoning, the preliminary plan for Rifle Airpark, a downtown redevelopment conference, and a HUD grant. Mr. Stevens reported on the PAC system at the WTP, the Barrett watershed permit, and upcoming changes in wastewater regulations. Mr. Neu commented on the Beaver Creek Road dedication. Chief Meisner invited everyone to participate in Rifle Night Out on August 3rd.

COMMENTS FROM MAYOR AND COUNCIL

SEVERANCE TAX OVERSIGHT COMMITTEE MEETING

Mayor Lambert recently attended a meeting of the Severance Tax Oversight Committee. Mayor Lambert has been sitting on this committee for years.

EXECUTIVE SESSION

EXECUTIVE SESSION: FOR DISCUSSION OF A PERSONNEL MATTER UNDER CRS 24-6-402(2)(F) AND NOT INVOLVING ANY SPECIFIC EMPLOYEES WHO HAVE REQUESTED DISCUSSION OF THE MATTER IN OPEN SESSION; ANY MEMBER OF THIS BODY OR ANY ELECTED OFFICIAL; THE APPOINTMENT OF ANY PERSON TO FILL AN OFFICE OF THIS BODY OR OF AN ELECTED OFFICIAL; OR PERSONNEL POLICIES THAT DO NOT REQUIRE THE DISCUSSION OF MATTERS PERSONAL TO PARTICULAR EMPLOYEES

Councilor Miller moved to adjourn to Executive Session for Personnel Matters; seconded by Councilor Lambert (8:36 p.m.).

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

Councilor Lambert moved to adjourn from Executive Session; seconded by Councilor Thompson (8:55 p.m.).

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

Meeting adjourned at 8:56 p.m.

Wanda Nelson
City Clerk

Keith Lambert
Mayor

RIFLE CITY COUNCIL MEETING

July 21, 2010

Rifle City Hall, 202 Railroad Avenue

The special meeting of the Rifle City Council was called to order at 6:31 p.m. by Mayor Keith Lambert.

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

Councilor Lambert moved to excuse Councilor Rice from tonight's meeting; seconded by Councilor Miller.

ROLL CALL: Yes – A. Lambert, Miller, Sanborn, Thompson, Winkler, K. Lambert

OTHERS PRESENT: John Hier, City Manager; Wanda Nelson, City Clerk; Kristy Christensen, Deputy City Clerk; Jim Neu, City Attorney; Karl Hanlon, Assistant City Attorney; Charlie Stevens, Utilities Director; Rod Hamilton, Public Works Director; Mike Braaten, Government Affairs; Charles Kelty, Finance Director; Dick Deussen, Civil Engineer.

ITEMS ON THE AGENDA

EXECUTIVE SESSION: FOR A CONFERENCE WITH THE CITY ATTORNEY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE ON SPECIFIC LEGAL QUESTIONS UNDER CRS SECTION CRS SECTION 24-6-402(4)(b)

Councilor Miller moved to adjourn to Executive Session; seconded by Councilor Lambert (6:32 p.m.).

ROLL CALL: Yes – A. Lambert, Miller, Sanborn, Thompson, Winkler, K. Lambert

Councilor Sanborn moved to adjourn from Executive Session; seconded by Councilor Miller (6:53 p.m.)

ROLL CALL: Yes – A. Lambert, Miller, Sanborn, Thompson, Winkler, K. Lambert

Meeting adjourned at 6:53 p.m.

Wanda Nelson, City Clerk

Keith Lambert, Mayor



Memorandum

TO: Honorable Mayor and City Council
FROM: John Hier, City Manager
DATE: July 28, 2010
RE: Appointment of City Clerk/Human Resource Director

We have completed a review of applicants for the position of City Clerk/Human Resource Director. The committee appointed by Council to review and interview applicants included Councilor Jay Miller, Councilor Alan Lambert, Wanda Nelson, and myself. We reviewed five to seven resumes and interviewed three finalists for the position.

I am pleased to report that the position has been offered to Ms. Lisa Cain of New Castle, Colorado. Lisa is presently serving as Human Resource Director and City Clerk for the Town of New Castle. She has also served as New Castle's Town Administrator and has worked for Garfield County. She brings more than twenty years of experience to the position.

Lisa is a Certified Colorado Municipal Clerk and is presently working to obtain the certification of Master Municipal Clerk. She is a Certified Trainer for Municipal Clerks Association and has earned a law degree from the University of Colorado (she does not practice law at this time).

Lisa will begin her employment with the City of Rifle on or near August 23. The salary range for this position is \$70,517 to \$88,147. Lisa will begin at mid range, \$82,262.

I wish to thank Council Members Jay Miller and Alan Lambert for their assistance. I am confident that the process resulted in the selection of a highly qualified applicant.

Thank you,



John





Memo

To: John Hier, City Manager
From: Wanda Nelson, City Clerk (w)
Date: June 30, 2010
Subject: Liquor License Corporate Report of Changes: BPOE Rifle Lodge #2195

A Corporate Report of Changes Application has been received for:

BPOE Rifle Lodge #2195

501 West 5th Street

Type of liquor license: Club Liquor License

The following criteria have been met by this business:

- The application is complete.
- The fees have been paid.

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

Thank you.





MEMORANDUM

To: John Hier, City Manager
 From: Charles Kelty, Finance Director
 Date: July 28, 2010
 Subject: June 2010 Sales, Lodging, and Use Tax Report

Total Sales, Lodging, and Use Tax revenues, for the six months ended June 30, 2010, is \$3,263,481; 11% less than the prior year.

Sales tax revenues are \$3,016,014 year-to-date; 7% less than last year. An encouraging comment for June is sales tax collections were 30% higher than the same month last year. The Oil and Gas Sales and Use Tax collected for June was \$193,886 higher than amounts collected during June 2009. Additionally, Car Parts and Sales as well as Hardware were both higher than last June by 19% and 37% respectively. It is too soon to tell if this is an anomaly or if the economy is starting to rebound.

Lodging Taxes revenues are \$57,912 year-to-date; 33% less than last year. Building and Motor Vehicle Use Tax revenues are \$189,554 year-to-date and 43% less than last year.

Sales Tax Report						
Prior Year Comparison						
For Sales in June						
Business Category	For Sales in June			Year-to-Date		
	2009	2010	% Change	2009	2010	% Change
Bars and Restaurants	\$ 64,032	\$ 53,611	-16%	\$ 361,884	\$ 296,157	-18%
Car Parts and Sales	33,684	40,181	19%	200,646	192,089	-4%
Food	75,888	77,420	2%	449,993	426,440	-5%
General Retail	236,574	207,848	-12%	1,333,433	1,100,120	-17%
Hardware	28,683	39,309	37%	166,519	143,075	-14%
Liquor Stores	20,242	17,702	-13%	109,722	92,077	-16%
Motels	29,252	18,650	-36%	122,140	82,178	-33%
Oil & Gas	18,497	212,383	1048%	141,377	375,728	166%
Leasing/Misc	11,177	10,777	-4%	130,001	51,190	-61%
Utilities	32,216	39,272	22%	236,689	256,959	9%
Total	\$ 550,247	\$ 717,152	30%	\$3,252,403	\$ 3,016,014	-7%
Allocation to Funds:						
General Fund	\$301,441	\$392,876	30%	\$1,781,759	\$1,652,259	-7%
Street Improvement	78,607	102,450	30%	464,629	430,859	-7%
Rifle Information Center	12,986	16,925	30%	76,757	71,178	-7%
Parks & Recreation	157,213	204,901	30%	929,258	861,718	-7%
	\$550,247	\$717,152	30%	\$3,252,403	\$3,016,014	-7%

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
07/10	07/23/2010	47461	6001	Christie Ward & Associates, Inc	967	1	100-4800-400-8	.00	5,512.51
Total 47461:									5,512.51
07/10	07/23/2010	47462	1078	Garfield County Sheriff	31588	1	100-4153-400-3	.00	19.50
Total 47462:									19.50
07/10	07/23/2010	47463	3955	Holy Cross Energy	053137300-0	1	310-4331-400-4	.00	33.47
07/10	07/23/2010	47463	3955	Holy Cross Energy	50074602-07	1	100-4310-400-4	.00	18.07
Total 47463:									51.54
07/10	07/23/2010	47464	3015	Kroger/King Sooper Cust Charge	007644	1	210-4513-400-6	.00	53.95
07/10	07/23/2010	47464	3015	Kroger/King Sooper Cust Charge	050490	1	100-4514-400-6	.00	54.37
07/10	07/23/2010	47464	3015	Kroger/King Sooper Cust Charge	217963	1	210-4512-400-6	.00	74.90
Total 47464:									183.22
07/10	07/23/2010	47465	6044	Leonard Guy	072110	1	210-4512-400-5	.00	400.00
Total 47465:									400.00
07/10	07/23/2010	47466	5945	Loyal E Leavenworth pc	255	1	100-4153-400-3	.00	1,424.97
07/10	07/23/2010	47466	5945	Loyal E Leavenworth pc	255	1	100-4153-400-3	.00	1,424.97- V
Total 47466:									.00
07/10	07/23/2010	47467	3157	Nelson Wanda	072210	1	100-015-001	.00	89.33
Total 47467:									89.33
07/10	07/23/2010	47468	1118	Parts House	5613-1652	1	610-4196-400-6	.00	447.88
07/10	07/23/2010	47468	1118	Parts House	5613-1652	1	610-4196-400-6	.00	447.88- V
07/10	07/23/2010	47468	1118	Parts House	5613-1904	1	610-4196-400-6	.00	193.20
07/10	07/23/2010	47468	1118	Parts House	5613-1904	1	610-4196-400-6	.00	193.20- V
07/10	07/23/2010	47468	1118	Parts House	5613-1913	1	610-4196-400-6	.00	30.16
07/10	07/23/2010	47468	1118	Parts House	5613-1913	1	610-4196-400-6	.00	30.16- V
07/10	07/23/2010	47468	1118	Parts House	5613-2011	1	610-4196-400-6	.00	190.56
07/10	07/23/2010	47468	1118	Parts House	5613-2011	1	610-4196-400-6	.00	190.56- V
07/10	07/23/2010	47468	1118	Parts House	S438837	1	610-4196-400-6	.00	33.48
07/10	07/23/2010	47468	1118	Parts House	S438837	1	610-4196-400-6	.00	33.48- V
Total 47468:									.00
07/10	07/23/2010	47469	6042	Premier Party Rental	071910	1	205-4651-400-6	.00	1,432.39
Total 47469:									1,432.39
07/10	07/23/2010	47470	2830	Qwest	K-970-625-0	1	100-4114-400-5	.00	10.24
07/10	07/23/2010	47470	2830	Qwest	K-970-625-0	2	100-4121-400-5	.00	13.65
07/10	07/23/2010	47470	2830	Qwest	K-970-625-0	3	100-4132-400-5	.00	17.06
07/10	07/23/2010	47470	2830	Qwest	K-970-625-0	4	100-4151-400-5	.00	34.12

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
07/10	07/23/2010	47470	2830	Qwest	K-970-625-0	5	100-4191-400-5	.00	34.12
07/10	07/23/2010	47470	2830	Qwest	K-970-625-0	6	100-4199-400-5	.00	13.65
07/10	07/23/2010	47470	2830	Qwest	K-970-625-0	7	100-4240-400-5	.00	20.47
07/10	07/23/2010	47470	2830	Qwest	K-970-625-0	8	100-4317-400-5	.00	23.88
07/10	07/23/2010	47470	2830	Qwest	K-970-625-0	9	210-4512-400-5	.00	47.77
07/10	07/23/2010	47470	2830	Qwest	K-970-625-0	10	100-4215-400-5	.00	116.01
07/10	07/23/2010	47470	2830	Qwest	K-970-625-0	11	310-4331-400-5	.00	5.12
07/10	07/23/2010	47470	2830	Qwest	K-970-625-0	12	320-4325-400-5	.00	5.12
07/10	07/23/2010	47470	2830	Qwest	K-970-625-0	13	210-4521-400-5	.00	27.30
07/10	07/23/2010	47470	2830	Qwest	K-970-625-0	14	620-4192-400-5	.00	13.64
07/10	07/23/2010	47470	2830	Qwest	K-970-625-0	15	310-4331-400-5	.00	13.64
07/10	07/23/2010	47470	2830	Qwest	K-970-625-0	16	320-4325-400-5	.00	13.64
07/10	07/23/2010	47470	2830	Qwest	K-970-625-0	17	100-4310-400-5	.00	34.12
07/10	07/23/2010	47470	2830	Qwest	K970-625-02	1	620-4192-400-5	.00	1,071.90
Total 47470:								.00	1,515.45
07/10	07/23/2010	47471	5960	Heather Mullen	200536.002	1	210-3000-347-0	.00	43.00
Total 47471:								.00	43.00
07/10	07/23/2010	47472	2409	Reserve Account	071910	1	310-4331-400-3	.00	567.33
07/10	07/23/2010	47472	2409	Reserve Account	071910	2	320-4325-400-3	.00	567.34
07/10	07/23/2010	47472	2409	Reserve Account	071910	3	330-4320-400-3	.00	567.34
07/10	07/23/2010	47472	2409	Reserve Account	071910	4	100-4111-400-3	.00	28.40
07/10	07/23/2010	47472	2409	Reserve Account	071910	5	100-4114-400-3	.00	121.93
07/10	07/23/2010	47472	2409	Reserve Account	071910	6	100-4121-400-3	.00	97.46
07/10	07/23/2010	47472	2409	Reserve Account	071910	7	100-4132-400-3	.00	11.59
07/10	07/23/2010	47472	2409	Reserve Account	071910	8	100-4151-400-3	.00	1,193.02
07/10	07/23/2010	47472	2409	Reserve Account	071910	9	100-4191-400-3	.00	61.80
07/10	07/23/2010	47472	2409	Reserve Account	071910	10	100-4199-400-3	.00	9.46
07/10	07/23/2010	47472	2409	Reserve Account	071910	11	100-4210-400-3	.00	95.72
07/10	07/23/2010	47472	2409	Reserve Account	071910	12	100-4240-400-3	.00	149.29
07/10	07/23/2010	47472	2409	Reserve Account	071910	13	100-4317-400-3	.00	25.98
07/10	07/23/2010	47472	2409	Reserve Account	071910	14	210-4512-400-3	.00	365.56
07/10	07/23/2010	47472	2409	Reserve Account	071910	15	210-4521-400-3	.00	.44
07/10	07/23/2010	47472	2409	Reserve Account	071910	16	310-4331-400-3	.00	153.70
07/10	07/23/2010	47472	2409	Reserve Account	071910	17	320-4325-400-3	.00	26.47
07/10	07/23/2010	47472	2409	Reserve Account	071910	18	100-4422-400-3	.00	11.99
07/10	07/23/2010	47472	2409	Reserve Account	071910	19	100-4135-400-3	.00	4.54
07/10	07/23/2010	47472	2409	Reserve Account	071910	20	204-4650-400-3	.00	1.32
Total 47472:								.00	4,060.68
07/10	07/23/2010	47473	1134	Rifle City Petty Cash	071910	1	100-4311-400-6	.00	8.20
07/10	07/23/2010	47473	1134	Rifle City Petty Cash	071910	2	100-4240-400-3	.00	.70
07/10	07/23/2010	47473	1134	Rifle City Petty Cash	071910	3	210-4521-400-6	.00	6.00
07/10	07/23/2010	47473	1134	Rifle City Petty Cash	071910	4	100-4111-400-5	.00	4.27
07/10	07/23/2010	47473	1134	Rifle City Petty Cash	071910	5	100-4151-400-3	.00	.17
07/10	07/23/2010	47473	1134	Rifle City Petty Cash	071910	6	210-4512-400-6	.00	8.34
Total 47473:								.00	27.68
07/10	07/23/2010	47474	5516	Rifle City Petty Cash - PD	071310	1	100-4121-400-3	.00	22.42

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
Total 47474:								.00	22.42
07/10	07/23/2010	47475	6006	Rifle City Petty Cash /DDA	071910	1	205-4651-400-6	.00	57.44
07/10	07/23/2010	47475	6006	Rifle City Petty Cash /DDA	071910	2	205-4651-400-4	.00	41.51
07/10	07/23/2010	47475	6006	Rifle City Petty Cash /DDA	071910	3	205-4651-400-4	.00	184.50
Total 47475:								.00	283.45
07/10	07/23/2010	47476	5428	RMSAWWA	072210	1	310-4331-400-5	.00	340.00
Total 47476:								.00	340.00
07/10	07/23/2010	47477	6046	Skinner Brad	071910	1	210-4521-400-6	.00	8.06
Total 47477:								.00	8.06
07/10	07/23/2010	47478	4967	Touch Tone Communications	970-625-624	1	100-4114-400-5	.00	5.61
07/10	07/23/2010	47478	4967	Touch Tone Communications	970-625-624	2	100-4121-400-5	.00	7.48
07/10	07/23/2010	47478	4967	Touch Tone Communications	970-625-624	3	100-4132-400-5	.00	9.34
07/10	07/23/2010	47478	4967	Touch Tone Communications	970-625-624	4	100-4151-400-5	.00	18.69
07/10	07/23/2010	47478	4967	Touch Tone Communications	970-625-624	5	100-4191-400-5	.00	18.69
07/10	07/23/2010	47478	4967	Touch Tone Communications	970-625-624	6	100-4199-400-5	.00	7.48
07/10	07/23/2010	47478	4967	Touch Tone Communications	970-625-624	7	100-4240-400-5	.00	11.21
07/10	07/23/2010	47478	4967	Touch Tone Communications	970-625-624	8	100-4317-400-5	.00	13.08
07/10	07/23/2010	47478	4967	Touch Tone Communications	970-625-624	9	210-4512-400-5	.00	26.16
07/10	07/23/2010	47478	4967	Touch Tone Communications	970-625-624	10	100-4215-400-5	.00	63.54
07/10	07/23/2010	47478	4967	Touch Tone Communications	970-625-624	11	310-4331-400-5	.00	2.80
07/10	07/23/2010	47478	4967	Touch Tone Communications	970-625-624	12	320-4325-400-5	.00	2.80
07/10	07/23/2010	47478	4967	Touch Tone Communications	970-625-624	13	210-4521-400-5	.00	14.95
07/10	07/23/2010	47478	4967	Touch Tone Communications	970-625-624	14	620-4192-400-5	.00	7.48
07/10	07/23/2010	47478	4967	Touch Tone Communications	970-625-624	15	310-4331-400-5	.00	7.48
07/10	07/23/2010	47478	4967	Touch Tone Communications	970-625-624	16	320-4325-400-5	.00	7.48
07/10	07/23/2010	47478	4967	Touch Tone Communications	970-625-624	17	100-4310-400-5	.00	18.69
Total 47478:								.00	242.96
07/10	07/23/2010	47479	2960	Walmart Community	013784	1	100-4215-400-6	.00	14.92
07/10	07/23/2010	47479	2960	Walmart Community	016086	1	210-4512-400-6	.00	85.49
07/10	07/23/2010	47479	2960	Walmart Community	016630	1	100-4317-400-6	.00	16.96
Total 47479:								.00	117.37
07/10	07/23/2010	47480	6043	Wilkins Angie	063010	1	210-4521-400-5	.00	37.95
Total 47480:								.00	37.95
07/10	07/23/2010	47481	5115	WINKLER, RANDY	062310	1	100-4111-400-5	.00	190.41
Total 47481:								.00	190.41
07/10	07/23/2010	47482	5304	Xcel Energy	245908229	1	100-4310-400-4	.00	13,874.59
Total 47482:								.00	13,874.59
07/10	07/23/2010	47483	1120	Xcel Energy Inc	0328948305	1	210-4521-400-4	.00	113.28

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
Total 47483:								.00	113.28
Grand Totals:								.00	28,565.79

Dated: 7/23/10

Accounts Payable: _____

Finance Director: Charles Kelly

Report Criteria:
Report type: GL detail

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
07/10	07/16/2010	0	3015	Kroger/King Sooper Cust Charge	005610	1	210-4512-400-6	.00	31.42
07/10	07/16/2010	0	3015	Kroger/King Sooper Cust Charge	006961	1	100-4514-400-6	.00	15.06
07/10	07/16/2010	0	2960	Walmart Community	007038/2506	1	100-4514-400-6	.00	19.60
07/10	07/16/2010	0	3015	Kroger/King Sooper Cust Charge	007412	1	100-4514-400-6	.00	18.42
07/10	07/16/2010	0	2960	Walmart Community	007832/2510	1	210-4512-400-6	.00	9.24
07/10	07/16/2010	0	2960	Walmart Community	009273/2512	1	100-4210-400-6	.00	5.00
07/10	07/16/2010	0	2960	Walmart Community	009615/2510	1	210-4512-400-6	.00	2.88
07/10	07/16/2010	0	2960	Walmart Community	009672/2510	1	210-4512-400-6	.00	102.00
07/10	07/16/2010	0	2960	Walmart Community	012749/2506	1	100-4514-400-6	.00	226.59
07/10	07/16/2010	0	2960	Walmart Community	015176/2510	1	320-4325-400-6	.00	179.73
07/10	07/16/2010	0	1120	Xcel Energy Inc	0159720303	1	320-4325-400-4	.00	3,121.88
07/10	07/16/2010	0	2960	Walmart Community	025975/2508	1	210-4512-400-6	.00	50.00
07/10	07/16/2010	0	2960	Walmart Community	025975/2508	2	210-4512-400-5	.00	25.00
07/10	07/16/2010	0	2960	Walmart Community	028282/2508	1	210-4512-400-6	.00	88.64
07/10	07/16/2010	0	2960	Walmart Community	028941/2506	1	100-4514-400-6	.00	140.05
07/10	07/16/2010	0	2960	Walmart Community	030003/2506	1	100-4514-400-6	.00	77.60
07/10	07/16/2010	0	1120	Xcel Energy Inc	0329828926	1	210-4523-400-7	.00	5.67
07/10	07/16/2010	0	3015	Kroger/King Sooper Cust Charge	03849	1	210-4512-400-5	.00	46.20
07/10	07/16/2010	0	3015	Kroger/King Sooper Cust Charge	064879	1	100-4514-400-6	.00	45.43
07/10	07/16/2010	0	3015	Kroger/King Sooper Cust Charge	066576	1	100-4514-400-6	.00	184.22
07/10	07/16/2010	0	1322	Boulton, J.R.	070110	1	100-4210-400-5	.00	1,156.70
07/10	07/16/2010	0	1074	Garfield County Clerk	070810	1	100-4111-400-3	.00	111.00
07/10	07/16/2010	0	1379	Miles, Vaughn	070910	1	100-4210-400-5	.00	7.69
07/10	07/16/2010	0	2397	Rifle Creek Golf Course	071210	1	210-4512-400-5	.00	1,100.00
07/10	07/16/2010	0	6034	Beard Hayley	071310	1	210-4512-400-5	.00	400.00
07/10	07/16/2010	0	1074	Garfield County Clerk	071410	1	100-4114-400-3	.00	10.00
07/10	07/16/2010	0	6033	Krav Maga Worldwide	071510	1	100-4210-400-5	.00	700.00
07/10	07/16/2010	0	2830	Qwest	1117860118	1	100-4114-400-5	.00	12.74
07/10	07/16/2010	0	2830	Qwest	1117860118	2	100-4121-400-5	.00	16.98
07/10	07/16/2010	0	2830	Qwest	1117860118	3	100-4132-400-5	.00	21.23
07/10	07/16/2010	0	2830	Qwest	1117860118	4	100-4151-400-5	.00	42.46
07/10	07/16/2010	0	2830	Qwest	1117860118	5	100-4191-400-5	.00	42.46
07/10	07/16/2010	0	2830	Qwest	1117860118	6	100-4199-400-5	.00	16.98
07/10	07/16/2010	0	2830	Qwest	1117860118	7	100-4240-400-5	.00	25.48
07/10	07/16/2010	0	2830	Qwest	1117860118	8	100-4317-400-5	.00	29.72
07/10	07/16/2010	0	2830	Qwest	1117860118	9	210-4512-400-5	.00	59.45
07/10	07/16/2010	0	2830	Qwest	1117860118	10	100-4215-400-5	.00	144.37
07/10	07/16/2010	0	2830	Qwest	1117860118	11	310-4331-400-5	.00	6.37
07/10	07/16/2010	0	2830	Qwest	1117860118	12	320-4325-400-5	.00	6.37
07/10	07/16/2010	0	2830	Qwest	1117860118	13	210-4521-400-5	.00	33.97
07/10	07/16/2010	0	2830	Qwest	1117860118	14	620-4192-400-5	.00	16.98
07/10	07/16/2010	0	2830	Qwest	1117860118	15	310-4331-400-5	.00	16.98
07/10	07/16/2010	0	2830	Qwest	1117860118	16	320-4325-400-5	.00	16.99
07/10	07/16/2010	0	2830	Qwest	1117860118	17	100-4310-400-5	.00	42.46
07/10	07/16/2010	0	3015	Kroger/King Sooper Cust Charge	120200	1	100-4514-400-6	.00	66.37
07/10	07/16/2010	0	6036	Fergen/Boverie, Mark & Cathy	12751.03	1	001-004-175	.00	101.36
07/10	07/16/2010	0	5960	Hooker Renee	2000528.002	1	210-3000-347-0	.00	30.00
07/10	07/16/2010	0	5960	Charlesworth Jamie	2000530.002	1	210-3000-347-0	.00	30.00
07/10	07/16/2010	0	5960	Legg Brandi	2000534.002	1	210-3000-347-0	.00	30.00
07/10	07/16/2010	0	5960	Tori Easley	2005929.002	1	210-3000-347-0	.00	37.00
07/10	07/16/2010	0	3015	Kroger/King Sooper Cust Charge	245203	1	100-4514-400-6	.00	27.89
07/10	07/16/2010	0	2960	Walmart Community	25513/02990	1	100-4210-400-5	.00	35.50
07/10	07/16/2010	0	3015	Kroger/King Sooper Cust Charge	26570	1	100-4514-400-6	.00	98.29

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
07/10	07/16/2010	0	1120	Xcel Energy Inc	32814795	1	100-4310-400-4	.00	65.79
07/10	07/16/2010	0	1120	Xcel Energy Inc	328614819	1	100-4310-400-4	.00	6.08
07/10	07/16/2010	0	1120	Xcel Energy Inc	328615196	1	100-4310-400-4	.00	18.87
07/10	07/16/2010	0	6035	Habitat for Humanity	36681.01	1	001-004-175	.00	184.18
07/10	07/16/2010	0	2830	Qwest	9706250115	1	100-4210-400-5	.00	278.20
07/10	07/16/2010	0	2830	Qwest	970-625-016	1	320-4325-400-5	.00	278.20
07/10	07/16/2010	0	2830	Qwest	970-625-016	1	100-4310-400-5	.00	278.20
07/10	07/16/2010	0	2830	Qwest	970-625-016	1	210-4512-400-5	.00	278.20
07/10	07/16/2010	0	2830	Qwest	970-625-016	1	100-4521-400-5	.00	278.20
07/10	07/16/2010	0	2830	Qwest	970-625-018	1	100-4215-400-5	.00	278.20
07/10	07/16/2010	0	6037	Grand Mesa Mechanical Inc.	REFUND	1	001-004-178	.00	200.00
Total 0:								.00	11,012.54
Grand Totals:								.00	11,012.54

Dated: 7/16/10

Accounts Payable : _____

Finance Director : Charles Kelly

Report Criteria:
Report type: GL detail

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Only unpaid invoices included.

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1003						
Action Shop Services, Inc						
	R127500	chain loop	07/07/2010	99.54	.00	
	S153431	poly cut blades	07/14/2010	9.99	.00	
	S153510	chain loop	07/16/2010	26.40	.00	
	S153597	bar oil	07/20/2010	41.68	.00	
Total 1003:				177.61	.00	
1009						
B & B Plumbing, Inc						
	31964	REpair ceiling tile	07/12/2010	45.00	.00	
Total 1009:				45.00	.00	
1018						
Valley Lumber						
	43288	red crayon	06/24/2010	14.95	.00	
	43283	construction fir	06/24/2010	28.80	.00	
	44067	bulb	07/13/2010	3.00	.00	
	44117	construction fir	07/13/2010	6.60	.00	
	44183	plier	07/14/2010	13.99	.00	
	44216	knee pad	07/15/2010	17.99	.00	
	44285	battery	07/16/2010	9.99	.00	
	44299	driver post	07/16/2010	27.99	.00	
	44442	lacquer thinner	07/20/2010	50.49	.00	
	44468	rust stop	07/20/2010	4.29	.00	
	44491	bypass lopper	07/21/2010	18.48	.00	
Total 1018:				196.57	.00	
1022						
Central Distributing Co						
	838923	Supplies	07/08/2010	79.71	.00	
	838923	Supplies	07/08/2010	79.70	.00	
	839594	Supplies	07/13/2010	70.74	.00	
	840315	CLEANER/sr center	07/21/2010	316.23	.00	
	840320	Supplies	07/21/2010	161.69	.00	
Total 1022:				708.07	.00	
1031						
Colo Bureau Of Investigation						
	A111200011	background check	07/05/2010	66.00	.00	
Total 1031:				66.00	.00	
1055						
Columbine Ford, Inc						
	100912	lamp asy	07/22/2010	32.46	.00	
Total 1055:				32.46	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1059						
Consolidated Electrical Distr						
	4983-505755	P20a CLSSFD CKT BRKR	06/22/2010	4.66	.00	
Total 1059:				4.66	.00	
1060						
Copeland Concrete, Inc						
	30165	diamond shaped blocks	07/13/2010	1,940.00	.00	
Total 1060:				1,940.00	.00	
1070						
Federal Express Corp						
	7-135-33400	SHIPPING	06/24/2010	31.57	.00	
	7-135-33400	SHIPPING	06/24/2010	101.70	.00	
Total 1070:				133.27	.00	
1080						
Garfield County Treasurer						
	2010-0000019	landfill	06/30/2010	19,287.75	.00	
Total 1080:				19,287.75	.00	
1083						
Youth Zone						
	063010	ASSESSMENT & RECOMMENDA	06/30/2010	1,500.00	.00	
Total 1083:				1,500.00	.00	
1105						
Meadow Gold Dairies						
	50203869	DAIRY PRODUCTS/SENIOR CT	07/15/2010	57.70	.00	
	50203882	DAIRY PRODUCTS/RIFLE POO	07/15/2010	156.40	.00	
	50203912	DAIRY PRODUCTS/RIFLE POO	07/19/2010	251.96	.00	
	50203932	DAIRY PRODUCTS/SENIOR CT	07/22/2010	45.49	.00	
Total 1105:				511.55	.00	
1106						
Micro Plastics Inc						
	82184	farmers mkt, brochure, flyers, mag	07/23/2010	50.00	.00	
Total 1106:				50.00	.00	
1110						
Napa Auto Parts						
	104558	core deposit	06/10/2010	13.33-	.00	
	108097	bulb	06/28/2010	2.99	.00	
	108097	tape	06/28/2010	6.44	.00	
	110813	alternator	07/12/2010	274.50	.00	
	110876	oil filter	07/13/2010	58.07	.00	
	110946	shop supplies	07/13/2010	18.88	.00	
	111009	presto pin	07/13/2010	3.33	.00	
	111440	gasket material	07/15/2010	5.88	.00	
	112173	air filter	07/19/2010	14.69	.00	
	112190	antifreeze	07/19/2010	12.64	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	112521	hose	07/20/2010	313.72	.00	
	112522	hose	07/20/2010	50.18	.00	
	11253	silicone	07/14/2010	24.98	.00	
	112669	hex unio	07/21/2010	13.94	.00	
	112702	oxygen	07/21/2010	49.99	.00	
	112780	warranty credit	07/21/2010	259.33-	.00	
	112844	fitting	07/21/2010	9.32	.00	
	112882	fitting	07/22/2010	3.38	.00	
	112909	fitting	07/22/2010	32.38	.00	
Total 1110:				622.65	.00	
1118						
Parts House						
	5613-1652.	wiper blade	06/29/2010	223.94	.00	
	5613-1904.	sticker eraser wheel	07/08/2010	96.60	.00	
	5613-1913.	cores	07/08/2010	15.08	.00	
	5613-2011.	filters	07/12/2010	95.28	.00	
	5613-2275	wiper blade	07/20/2010	237.34	.00	
	5613-2405	PADS	07/23/2010	73.71	.00	
	S438837.	filters	04/16/2010	16.74	.00	
Total 1118:				758.69	.00	
1120						
Xcel Energy Inc						
	246594614	1718 RAILROAD AVE BLDG PO	07/19/2010	1,609.12	.00	
	246594614	1718 RR AVE BLDG POOL	07/19/2010	48.14	.00	
	246594614	1718 RR AVE BLDG POOL	07/19/2010	2,398.18	.00	
	246594614	1500 DOGWOOD DR BLDG WAT	07/19/2010	21.65	.00	
	246594614	1500 DOGWOOD DR BLDG WAT	07/19/2010	30.99	.00	
	246594614	1500 DOGWOOD DR BLDG WAT	07/19/2010	3,967.55	.00	
	246594614	RIFLE VILLAGE SOUTH/SEWER	07/19/2010	301.17	.00	
	246594614	449 COUNTY RD 233/WATER	07/19/2010	2,370.66	.00	
	246594614	520 RR BLDG/FLASHERS/ST LI	07/19/2010	10.90	.00	
	246594614	777 BIRCH AVE/CEMETERY BL	07/19/2010	95.42	.00	
	246594614	NORTHWEST WASTE WATER T	07/19/2010	2,352.66	.00	
	246594614	221 W 2nd STREET BLDG MAIN	07/19/2010	85.63	.00	
	246594614	500 RAILROAD AVE/STREETS	07/19/2010	28.21	.00	
	246594614	540 RAILROAD AVE/PARKS	07/19/2010	15.11	.00	
	246594614	737 UTE AVE BLDG PUMP	07/19/2010	49.06	.00	
	246594614	777 BIRCH AVE/CEMETERY BL	07/19/2010	358.84	.00	
	246594614	27340 HWY 6 & 24 BLDG PUMP	07/19/2010	40.11	.00	
	246594614	3000 ACACUA/DEERFLD/BALLF	07/19/2010	2,037.47	.00	
	246594614	280 E30TH/DEERFLD PUMP	07/19/2010	1,055.73	.00	
	246594614	1584 COUNTY RD 233	07/19/2010	10.90	.00	
	246594614	NORTHWEST WASTE WATER T	07/19/2010	215.81	.00	
	246594614	240 w 3RD STREET/STREETS	07/19/2010	25.08	.00	
	246594614	1612 RAILROAD AVE BLDG TEN	07/19/2010	75.20	.00	
	246594614	45 COUNTY RD 291/DEERFIELD	07/19/2010	11.32	.00	
	246594614	0409 COUNTY RD 265/KENNEL	07/19/2010	111.90	.00	
	246594614	540 RAILROAD AVE/PARKS	07/19/2010	21.23	.00	
	246594614	945 RAILROAD AVE/STREETS	07/19/2010	11.05	.00	
	246594614	9811 COUNTY RD 320/WATER	07/19/2010	688.74	.00	
	246594614	113 W 18TH ST APT CAGE BAT	07/19/2010	94.08	.00	
	246594614	202 RAILROAD AVE/CITY HALL	07/19/2010	2,522.39	.00	
	246594614	221 W 2nd STREET BLDG MAIN	07/19/2010	10.90	.00	
	246594614	229 RAILROAD/BLDG XMAS	07/19/2010	10.90	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	246594614	290 EAST AVE/STREETS	07/19/2010	24.56	.00	
	246594614	1200 E 16TH ST UNIT/BMX PAR	07/19/2010	398.87	.00	
	246594614	607 COUNTY RD 264/BLDG PLN	07/19/2010	61.43	.00	
	246594614	HIGHLAND EAST BOOSTER	07/19/2010	55.15	.00	
	246594614	50 UTE AVE/SR CENTER	07/19/2010	1,064.70	.00	
	246594614	451 E 30TH ST/DEERFIELD/LIG	07/19/2010	985.64	.00	
	246594614	9TH ST TRAFFIC LIGHTS/STRE	07/19/2010	34.14	.00	
	246594614	3160 COUNTY RD 346	07/19/2010	1,967.31	.00	
	246594614	300 E 30TH ST	07/19/2010	2,366.64	.00	
	246594614	VALVE 0059 VILLAGE DR VALV	07/19/2010	13.58	.00	
	246594614	201 E 18TH/PUBLIC SAFETY CO	07/19/2010	1,619.25	.00	
	246594614	400 7TH STREET S UNIT LIGHT	07/19/2010	144.79	.00	
	246594614	3100 DOKES LANE	07/19/2010	730.01	.00	
	246594614	9811 COUNTY RD 320/WATER	07/19/2010	72.27	.00	
	246594614	AREA LIGHTS/NON METERED	07/19/2010	112.42	.00	
	246594614	QUALITY OF SVC CREDIT	07/19/2010	250.00-	.00	
Total 1120:				30,086.86	.00	
1132						
Rifle Lock & Safe						
	30010	KEYS	07/14/2010	25.92	.00	
Total 1132:				25.92	.00	
1143						
Swallow Oil Company						
	STMT-071510	DIESEL /FLEET	07/15/2010	1,484.64	.00	
	STMT-071510	UNLEADED /FLEET	07/15/2010	2,260.35	.00	
	STMT-071510	car wash	07/15/2010	7.50	.00	
	STMT-071510	UNLEADED /FLEET	07/15/2010	125.25	.00	
	STMT-071510	UNLEADED /FLEET	07/15/2010	393.75	.00	
	STMT-071510	DIESEL /FLEET	07/15/2010	379.50	.00	
	STMT-071510	UNLEADED /FLEET	07/15/2010	102.00	.00	
	STMT-071510	UNLEADED /FLEET	07/15/2010	114.75	.00	
Total 1143:				4,867.74	.00	
1145						
Thatcher Company						
	1235457	Alum/Aluminum Sulfate	06/10/2010	7,089.42	.00	
Total 1145:				7,089.42	.00	
1188						
Jean's Printing						
	102314	printing	07/15/2010	130.91	.00	
	102338	printing	07/16/2010	209.34	.00	
Total 1188:				340.25	.00	
1191						
Lewan & Associates, Inc						
	715848	B&W METER	07/14/2010	12.74	.00	
Total 1191:				12.74	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1194						
Pitney Bowes, Inc						
	629369	POSTAGE MACHINE RENTAL	07/03/2010	339.50	.00	
Total 1194:				339.50	.00	
1233						
Grand River Hospital District						
	CITRIF	DRUG SCREEN KIT -MEISNER	07/05/2010	53.00	.00	
Total 1233:				53.00	.00	
1249						
Berthod Motors Inc						
	144771	v belt	07/14/2010	64.00	.00	
Total 1249:				64.00	.00	
1256						
Resource Engineering, Inc						
	8410	cummulative impact assessment	06/30/2010	422.35	.00	
	8411	ANTERO RESOUCES WATERS	06/30/2010	725.75	.00	
	8413	laramie energy	06/30/2010	391.26	.00	
	8414	Bbc watershed permit	06/30/2010	817.00	.00	
	8415	williams production RMT	06/30/2010	410.25	.00	
	8416	encana watershed permits	06/30/2010	767.76	.00	
Total 1256:				3,534.37	.00	
1258						
Hach Company						
	6816446	nitrite	07/14/2010	330.83	.00	
	6818538	nitrite	07/15/2010	27.09	.00	
Total 1258:				357.92	.00	
1339						
Grand Junction Pipe & Supply						
	C2325023	probe kit	07/09/2010	116.00	.00	
	C2325060		07/09/2010	5,500.00	.00	
	C2325425	rock enclosure fieldstone	07/13/2010	360.25	.00	
Total 1339:				5,976.25	.00	
1348						
Grand Tunnel Ditch Co.						
	060110.	40 MINERS INCHES OF WATER	06/10/2010	300.79	.00	
	061010	107.40 MINERS INCHES OF WA	06/10/2010	807.60	.00	
	061010..	4.35 MINERS INCHES OF WATE	06/10/2010	45.45	.00	
	061010/	52.72 MINERS INCHES OF WAT	06/10/2010	396.44	.00	
Total 1348:				1,550.28	.00	
1413						
Sharp Bros. Seed Co.						
	OP-22984	GRASS SEED/PARKS	07/09/2010	410.50	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1413:				410.50	.00	
1460						
Western Colorado Electrical						
	4501	repair con operated water cell	07/15/2010	110.00	.00	
Total 1460:				110.00	.00	
1649						
Ikon Office Solutions						
	82478021	IMAGERUNNER LEASE	07/05/2010	1,083.95	.00	
Total 1649:				1,083.95	.00	
1692						
A-1 Traffic Control						
	26038	DISPLAY MESSAGE BOARD	07/06/2010	100.00	.00	
	26073	TRAFFIC CONTROL PLAN	07/15/2010	65.00	.00	
Total 1692:				165.00	.00	
1734						
United Companies						
	756273	Class B State	06/19/2010	138.30	.00	
	757897	Class B State	06/26/2010	556.20	.00	
Total 1734:				694.50	.00	
1830						
Grand Valley Foods						
	108531	FOOD PRODUCT/SR CENTER	07/16/2010	438.41	.00	
	108597	FOOD PRODUCT/SR CENTER	07/20/2010	71.56	.00	
	108642	FOOD PRODUCT/SR CENTER	07/23/2010	358.45	.00	
Total 1830:				868.42	.00	
2122						
Utility Notification Center Co						
	21006619	RTL TRANSMISSIONS	06/30/2010	109.48	.00	
Total 2122:				109.48	.00	
2130						
Hobart Service						
	25500029	packing assy 30	07/12/2010	892.57	.00	
Total 2130:				892.57	.00	
2159						
Lab Safety Supply Inc						
	1015755618	sfty toe hiker	07/08/2010	108.00-	.00	
	1015767620	glv class	07/09/2010	84.15	.00	
Total 2159:				23.85-	.00	
2169						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Information Systems Consulting						
	0052645-IN	ROUTING ISSUES	07/20/2010	92.50	.00	
Total 2169:				92.50	.00	
2181						
Nalco Chemical Company						
	95270681	Drum	06/21/2010	1,980.00	.00	
	95270682	Drum	06/21/2010	2,063.97	.00	
Total 2181:				4,043.97	.00	
2462						
Timberline Maintenance						
	4338	CARPET CLEANING/CITY HALL	07/03/2010	445.00	.00	
Total 2462:				445.00	.00	
2478						
Schmueser & Associates, Inc.						
	99055G-31	PO 56 / WWTF CONSTRUCTION	06/24/2010	3,710.70	.00	
Total 2478:				3,710.70	.00	
2491						
Western Colorado Truck Center						
	99374A	champ	07/20/2010	266.70	.00	
Total 2491:				266.70	.00	
2497						
Techdepot/Solution 4Sure						
	B1002125270R	misc credit tax	07/02/2010	7.59-	.00	
	B100215270R1	misc credit tax	07/02/2010	7.59-	.00	
	B100215270R2	misc credit tax	07/02/2010	7.39-	.00	
	B100215270R4	misc credit tax	07/02/2010	6.12-	.00	
	B100215270R5	misc credit tax	07/02/2010	14.25-	.00	
Total 2497:				42.94-	.00	
2540						
Walker Electric						
	3459	replace ballast in foyer police stati	06/15/2010	99.37	.00	
	3497	pOOL WIRING	07/13/2010	65.00	.00	
Total 2540:				164.37	.00	
2573						
Mountain West Office Products						
	243288	supplies	05/05/2010	17.49-	.00	
	245298	supplies	06/24/2010	17.98	.00	
	245382l	supplies	06/25/2010	40.62	.00	
	245425l	supplies	07/06/2010	196.47	.00	
	245576l	supplies	06/30/2010	31.18	.00	
	245727	supplies	07/02/2010	37.49	.00	
	245727	supplies	07/02/2010	13.59	.00	
	245727	supplies	07/02/2010	60.58	.00	
	246058l	supplies	07/19/2010	16.11	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	246076I	supplies	07/13/2010	20.26	.00	
	246243I	supplies	07/15/2010	11.15	.00	
	246243I	supplies	07/15/2010	11.15	.00	
	246243I	supplies	07/15/2010	11.15	.00	
	246243I	supplies	07/15/2010	11.15	.00	
	246633I	supplies	07/26/2010	103.67	.00	
	246639I	supplies	07/27/2010	22.98	.00	
	246666I	supplies	07/27/2010	3.38	.00	
Total 2573:				591.42	.00	
2690						
Down Valley Septic & Drain LLC						
	JUN100009	20 YD ROLL OFF/CE	06/30/2010	200.00	.00	
Total 2690:				200.00	.00	
2803						
ALL TEMP SERVICES						
	23744GPK	SPECIAL IMPROVEMENT FUND	04/29/2010	3,439.91	.00	
Total 2803:				3,439.91	.00	
2824						
Aflac						
	190657ER	SERVICE FEE	06/15/2010	165.00	.00	
	240366ER	SERVICE FEE	07/15/2010	165.00	.00	
Total 2824:				330.00	.00	
2846						
Colo Mtn News Media						
	100647906301	ADS	06/30/2010	27.83	.00	
	100647906301	ADS	06/30/2010	841.60	.00	
	100647906301	ADS	06/30/2010	35.42	.00	
	100647906301	ADS	06/30/2010	33.32	.00	
	100647906301	ADS	06/30/2010	38.46	.00	
	100647906301	ADS	06/30/2010	28.84	.00	
	100647906301	ADS	06/30/2010	25.35	.00	
	5306990A	ADS	07/16/2010	41.08	.00	
	5316318A	ADS	07/19/2010	7.08	.00	
	5316546A	ADS	07/20/2010	6.07	.00	
	5321986D	ADS	07/22/2010	182.10	.00	
Total 2846:				1,267.15	.00	
2940						
Face-n-space Silkscreening						
	3421	REC UNIFORMS/REC	07/16/2010	652.50	.00	
Total 2940:				652.50	.00	
2960						
Walmart Community						
	021790	food/sr center	07/21/2010	168.67	.00	
Total 2960:				168.67	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3015						
Kroger/King Sooper Cust Charge						
	051362	Supplies	07/26/2010	79.21	.00	
	074856	Supplies	06/23/2010	90.08	.00	
	082062	FOOD /SR CENTER	07/20/2010	51.63	.00	
	100743	FOOD /SR CENTER	07/21/2010	57.86	.00	
Total 3015:				278.78	.00	
3016						
Flattops Fencing And Supply						
	97337	steel tie	07/22/2010	13.99	.00	
Total 3016:				13.99	.00	
3038						
Mountain View Tree Farm & Nurs						
	9246	Potentilla	07/16/2010	34.00	.00	
Total 3038:				34.00	.00	
3083						
ALSCO						
	LGRA864342	work shirts and pants	06/15/2010	22.55	.00	
	LGRA867470	work shirts and pants	06/22/2010	22.55	.00	
	LGRA870557	work shirts and pants	06/29/2010	22.55	.00	
	LGRA873603	work shirts and pants	07/06/2010	22.55	.00	
	LGRA876728	work shirts and pants	07/13/2010	26.55	.00	
	LGRA879766	LAUNDRY/senior center	07/20/2010	44.04	.00	
Total 3083:				160.79	.00	
3135						
United Rentals, Inc.						
	87964637-001	concrete grinder rental	06/21/2010	1,295.84	.00	
Total 3135:				1,295.84	.00	
3156						
Superwash Of Rifle						
	060810	CAR WASH	06/08/2010	123.43	.00	
	2030-070610	CAR WASH	07/06/2010	13.59	.00	
Total 3156:				137.02	.00	
3251						
Mountain Communications And Ei						
	203809	GRASS MESA RENTAL	07/01/2010	250.00	.00	
Total 3251:				250.00	.00	
3389						
Sandy's Office Supply Inc						
	869993	crtgd	07/13/2010	68.98	.00	
	870480	crtgd	07/15/2010	120.99	.00	
Total 3389:				189.97	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3446						
Staples Business Advantage						
	8016005670	supplies	07/17/2010	101.03	.00	
Total 3446:				101.03	.00	
3683						
Mid-American Research Chemical						
	0420635-IN	gloves	07/09/2010	43.20	.00	
	0421165-IN	gloves	07/15/2010	429.40	.00	
Total 3683:				472.60	.00	
3723						
Flint Trading Inc						
	118976	LINES/SIGNS/STREETS	06/22/2010	2,422.50	.00	
	11985	LINES/SIGNS/STREETS	06/22/2010	502.88	.00	
Total 3723:				2,925.38	.00	
3771						
Waste Management Inc						
	0574377-1185-	10 YD ROLLOFF	07/01/2010	11,826.48	.00	
	0937663-0576-	10 YD ROLLOFF	07/01/2010	1,633.70	.00	
	0937664-0576	10 YD ROLLOFF	07/01/2010	1,570.91	.00	
	0937665-0576-	10 YD ROLLOFF	07/01/2010	847.21	.00	
Total 3771:				15,878.30	.00	
3780						
Concrete Equipment						
	108798	HOLLAND ADA RIVER RED ADA	07/07/2010	291.45	.00	
Total 3780:				291.45	.00	
3847						
Drive Train Industries Inc						
	04 526292	whl cyl asm	07/08/2010	480.67	.00	
	04 526881	FILTER	07/22/2010	88.48	.00	
	04 526933	FILTER	07/22/2010	23.07	.00	
Total 3847:				592.22	.00	
4055						
UPS/United Parcel Service						
	0000Y2097W2	SHIPPING	05/29/2010	8.95	.00	
	0000Y2097W2	SHIPPING	05/29/2010	6.53	.00	
	0000Y2097W2	SHIPPING	05/29/2010	16.00	.00	
	0000Y2097W2	SHIPPING	07/10/2010	12.64	.00	
Total 4055:				44.12	.00	
4098						
Heuton Tire Co						
	7877	TIRES/FLEET	06/23/2010	322.00	.00	
	79057	TURF SAVER	07/02/2010	133.52	.00	
	79184	CAR RIB	07/07/2010	49.46	.00	
	79375	TOOTH RIB WASTEWATER	07/13/2010	26.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	79375	CAR MULTI TRAC-PARKS	07/13/2010	197.22	.00	
	79445	TIRES/FLEET	07/16/2010	222.00	.00	
	79588	CARI MUTI TRAC	07/20/2010	1,002.19	.00	
	79597	TURF SAVER	07/20/2010	445.48	.00	
Total 4098:				1,506.91	.00	
4141						
True Brew Coffee Service						
	128173	COFFEE	07/14/2010	32.14	.00	
Total 4141:				32.14	.00	
4181						
Crown Awards						
	31125729	SOFTBALL MEDALS	07/12/2010	104.94	.00	
Total 4181:				104.94	.00	
4207						
Radio Shack						
	10126800	IGO NETBOOK ANYWHERE CH	06/16/2010	69.99	.00	
Total 4207:				69.99	.00	
4215						
Ziegler, James						
	51341	meter manual ranging	07/23/2010	144.05	.00	
Total 4215:				144.05	.00	
4240						
Platinum Plus For Business						
	BRAATEN	membership	07/11/2010	-40.00	.00	
	BRAATEN	hotel exp	07/11/2010	202.72	.00	
	BRAATEN	meal	07/11/2010	198.65	.00	
	BURNS-07-11-	meal	07/11/2010	23.47	.00	
	CHRISTENSE	meal	07/11/2010	432.19	.00	
	CHRISTENSE	membership	07/11/2010	30.00	.00	
	DUNCAN-07-1	meal	07/11/2010	17.23	.00	
	DUNCAN-07-1	FUEL	07/11/2010	52.46	.00	
	KUPER-07-11-	meal	07/11/2010	89.73	.00	
	MEISER	meal	07/11/2010	114.88	.00	
	MEISER	hotel exp	07/11/2010	399.54	.00	
	MEISER	membership	07/11/2010	350.00	.00	
	MEISER	meal	07/11/2010	57.65	.00	
	NELSON-07-11	meal	07/11/2010	40.00	.00	
	NELSON-07-11	meal	07/11/2010	41.24	.00	
	NELSON-07-11	meal	07/11/2010	30.00	.00	
	NELSON-07-11	BACKGROUND CHECK	07/11/2010	6.85	.00	
	NELSON-07-11	AD FOR CITY CLERK	07/11/2010	125.00	.00	
	NELSON-07-11	AD FOR CITY CLERK	07/11/2010	200.00	.00	
	NELSON-07-11	meal	07/11/2010	22.00	.00	
	NELSON-07-11	membership	07/11/2010	125.00	.00	
	PRENTISS	training	07/11/2010	343.50	.00	
	RYAN-07-11-1	meal	07/11/2010	176.98	.00	
	STEWART-07-	meal	07/11/2010	54.53	.00	
	STURGEON	meal	07/11/2010	96.81	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	TYLER-07-11-1	meal	07/11/2010	267.01	.00	
	WHITMORE-07	meal	07/11/2010	87.23	.00	
	WILSON-07-11	meals/HOTEL	07/11/2010	540.09	.00	
Total 4240:				4,104.76	.00	
4321						
Barnes Distribution						
	2137585001	LOCK NUT	06/23/2010	57.26	.00	
Total 4321:				57.26	.00	
4371						
Roaring Fork Transp. Authority						
	21480	2010 RFTA Contribution	07/15/2010	10,000.00	.00	
Total 4371:				10,000.00	.00	
4406						
Rifle Creek Stone Inc						
	24450-24453	3/4" CHIPS, ROAD BASE	07/14/2010	337.99	.00	
	CR2010-06	ROAD BASE	06/24/2010	371.00	.00	
Total 4406:				708.99	.00	
4459						
Ground Engineering Consultants						
	072310	permit 0717	07/23/2010	500.00	.00	
Total 4459:				500.00	.00	
4590						
Colorado Poolscapes Inc						
	61025	REPAIR HOT TUB	06/29/2010	321.54	.00	
	61747	POOL CHEMICALS	07/24/2010	1,095.45	.00	
	61829	CHLORINE & BROMINE TABLET	06/29/2010	1,309.40	.00	
	92329	POOL CHEMICALS	07/17/2010	124.17	.00	
Total 4590:				2,850.56	.00	
4591						
Code Analysis And Design						
	071510	PLAN REVIEW	07/15/2010	1,007.50	.00	
Total 4591:				1,007.50	.00	
4633						
K&k Lumber Company Llc						
	14278	RMP Bridge Repair	07/08/2010	52.80	.00	
Total 4633:				52.80	.00	
4734						
Vandewalle & Associates, Inc.						
	201006047	PO 250 / ZONING CODE UPDAT	06/30/2010	255.06	.00	
Total 4734:				255.06	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4771						
Walker Jan						
	16	PERFORMANCE/SR CENTER	07/20/2010	40.00	.00	
Total 4771:				40.00	.00	
4778						
Wd Yards Inc						
	51332	rock-rake-mobilization	07/26/2010	1,656.25	.00	
Total 4778:				1,656.25	.00	
4811						
United Site Services Inc						
	103-35367	PORTABLE RESTROOM/ deerfiel	07/02/2010	520.00	.00	
	103-35532	PORTABLE RESTROOM/Metro	07/05/2010	130.00	.00	
	103-35533	PORTABLE RESTROOM/ Mount	07/05/2010	1,300.00	.00	
Total 4811:				1,950.00	.00	
4869						
My Precious Pet						
	53	TANK CLEANING	07/05/2010	247.00	.00	
Total 4869:				247.00	.00	
4920						
Bell Supply Co						
	PSI1238627	CAM & GROOVE	07/12/2010	15.27	.00	
Total 4920:				15.27	.00	
4926						
Ge Capital						
	54132983	SHARP COPIERS/ FINANCE	06/20/2010	216.47	.00	
	54132983	SHARP COPIERS/ FINANCE	06/20/2010	359.22	.00	
	54217203	KIP PRINTER	07/07/2010	391.49	.00	
Total 4926:				967.18	.00	
4963						
Intellipay Inc						
	7010	transaction fee	07/06/2010	87.15	.00	
Total 4963:				87.15	.00	
4964						
Western Petroleum Co						
	Q0103	CHV URSA SP	06/04/2010	1,159.00	.00	
Total 4964:				1,159.00	.00	
5157						
CREATIVE AUTO RECYCLERS & PART						
	525802	FRIDGE EVACUATION	07/13/2010	60.00	.00	
Total 5157:				60.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5181						
FRED'S HARDWARE						
	20098-053110	SUPPLIES	05/31/2010	38.94	.00	
	20301-063010	SUPPLIES	06/30/2010	248.55	.00	
	20305-063010	SUPPLIES	06/30/2010	60.97	.00	
Total 5181:				348.46	.00	
5191						
STANEK CONSTRUCTORS, INC.						
	071910	Change order #75/76	07/19/2010	6,191.00	.00	
Total 5191:				6,191.00	.00	
5210						
GOLF ENVIRO SYSTEMS, INC.						
	44921	FERTILIZER	07/02/2010	151.50	.00	
Total 5210:				151.50	.00	
5236						
THOMPSON DISTRIBUTING, INC						
	4206	gloves	07/15/2010	132.00	.00	
	4207	cleaning materials, brooms, dust p	07/15/2010	121.50	.00	
	4208	DETAIL BRUSH	07/15/2010	75.95	.00	
Total 5236:				329.45	.00	
5342						
ALFAX WHOLESALE FURNITURE						
	VG673352-MID	card table	07/15/2010	1,996.56	.00	
Total 5342:				1,996.56	.00	
5365						
American Windshield Repair						
	2213.	invoice s/b 255.00 paid 225.00	03/23/2010	30.00	.00	
Total 5365:				30.00	.00	
5473						
McAfee						
	INV409558	FAIL SAFE DISASTER RECOVER	07/01/2010	132.00	.00	
Total 5473:				132.00	.00	
5477						
WESTERN FOOD BANK OF THE ROCKI						
	AO-146529	Food - Senior Center	07/13/2010	93.06	.00	
Total 5477:				93.06	.00	
5503						
JAY-MAX SALES						
	188937	KLEENEX	07/22/2010	46.55	.00	
	189294	rags	07/14/2010	30.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5503:				76.55	.00	
5548						
Power Equipment Company						
	G008045900	window pane	06/24/2010	270.00	.00	
	XG12302	return windowpane	06/25/2010	125.00-	.00	
Total 5548:				145.00	.00	
5571						
QUEVEDO, JENNIE						
	100-07-22-10	Court Interpreter	07/22/2010	568.85	.00	
Total 5571:				568.85	.00	
5598						
Keystone Ridge Designs						
	0000011137	BENCHES, TRASH CANS, BIKE	07/13/2010	41,819.94	.00	
Total 5598:				41,819.94	.00	
5600						
BIG IRON TIRE SERVICE LLC						
	7826	SERVICE CALL/ 1002	07/20/2010	167.50	.00	
Total 5600:				167.50	.00	
5650						
HIGH COUNTRY GAS						
	96686	parts	06/16/2010	65.00	.00	
Total 5650:				65.00	.00	
5677						
Sanborn Mapping Company						
	COS00002935	Aerial Imagery Acquisition and Su	05/24/2010	8,745.00	.00	
Total 5677:				8,745.00	.00	
5680						
Malcolm Pirnie, inc.						
	100110787	rIFLE REGIONAL WATER FACILI	07/14/2010	29,756.00	.00	
	100110859	Design-RRWPF PO 328	07/16/2010	602,300.00	.00	
Total 5680:				632,056.00	.00	
5752						
Accutest Mountain States						
	D6-9894	alkalinity, organic carbon/water te	07/08/2010	218.00	.00	
Total 5752:				218.00	.00	
5768						
HP Geotech						
	0110253	Centennial Park Material Testi	06/30/2010	2,286.50	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5768:				2,286.50	.00	
5789						
GARFIELD CO LIBRARIES CAPITAL						
	09-017-REV	Architect fee share of project PO	05/06/2010	4,200.00	.00	
Total 5789:				4,200.00	.00	
5790						
BARSNESS LAW FIRM						
	070710	PROFESSIONAL SERVICES	07/07/2010	402.41	.00	
Total 5790:				402.41	.00	
5849						
NUTECH SPECIALTIES, INC						
	67238	penetrating lubricant	06/23/2010	33.00	.00	
Total 5849:				33.00	.00	
5945						
Loyal E Leavenworth pc						
	255-063010	review water court resume	06/30/2010	274.76	.00	
Total 5945:				274.76	.00	
5964						
WBP FABRICATORS						
	4917	aluminum frame for mural	07/22/2010	681.56	.00	
Total 5964:				681.56	.00	
5967						
Harbor Freight Tools						
	688359	tools	07/21/2010	292.47	.00	
Total 5967:				292.47	.00	
5995						
GARFIELD & HECT, P.C.						
	72132.	paralegal	05/31/2010	4,791.66	.00	
	73170	paralegal	06/30/2010	4,791.66	.00	
Total 5995:				9,583.32	.00	
6038						
Rexel						
	400718932	Auxiliary contact	06/25/2010	123.66	.00	
Total 6038:				123.66	.00	
6040						
AIS Industrial & Construction Supply						
	397873-00	GREASE GUN	06/30/2010	239.54	.00	
Total 6040:				239.54	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6041						
JC Supply Co						
	1031	weed killer	06/10/2010	2,157.62	.00	
	1031 061010	weed killer	06/10/2010	2,607.37	.00	
	1031-01	weed killers	07/02/2010	2,514.73	.00	
Total 6041:				7,279.72	.00	
6048						
Tally Ho Shires & Sporthorses						
	072610	Wagon rides Downtown Fest	07/26/2010	150.00	.00	
Total 6048:				150.00	.00	
6049						
Dales Paint Supply Co.						
	048177	filter element	06/14/2010	59.70	.00	
Total 6049:				59.70	.00	
Grand Totals:				868,955.86	.00	

Dated: 7/29/10City Treasurer: Chad Kelly

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Only unpaid invoices included.

July 29, 2010

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

Re: August 4, 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 August 4, 2010 Rifle City Council Meeting.

1. Ordinance No. 11, Series of 2010 (Adoption of 2010 Model Traffic Code). Chapter 8, Article I of the Rifle Municipal Code ("RMC") currently incorporates by reference, with revisions, the 2003 Model Traffic Code. In 2010, the Colorado Department of Transportation issued a new Model Traffic Code ("MTC") for adoption by Colorado communities. The 2010 MTC does not diverge sharply from the 2003 edition but has been updated to reflect evolving law enforcement and public works needs and concerns. Police Chief Daryl Meisner headed staff efforts to review and adopt City-specific revisions to the 2010 MTC, resulting in Ordinance No. 11, 2010 before you on first reading. The 2010 MTC will be adopted by reference, which means that only the amendments and implementing measures are listed in the RMC. A copy of the full 2010 MTC is available for review or purchase at City Hall. Pursuant to C.R.S. §31-16-203, which governs adoption of codes by reference, the first reading of the Ordinance will be a public hearing. In accordance with statutory requirements, the City Clerk published notice of the MTC public hearing in the Citizen Telegram on July 16 and July 23, 2010. On another procedural note, the statute also specifies that the Ordinance will be effective thirty (30) days after passage, so the Police Department will continue to enforce the 2003 MTC until mid-September.

City staff is proposing the adoption of the 2010 MTC with a number of amendments. Many of these amendments parallel those adopted with the 2003 MTC, but a few new additions are proposed for 2010. We will focus on the new revisions. First, we deleted reference to the bicycle registration program since it never became popular and is now largely defunct. The references in RMC Section 8-1-60 to "off-road vehicles" have been revised to "off-highway vehicles," as the Police Department reports this is now the preferred nomenclature. In RMC Section 8-1-70 and elsewhere, we revised the violation provisions to state that the City will collect and keep fines. The MTC, being a state document, provides for half of each fine to be transmitted to the state treasurer and credited to the highway users tax fund, but it is not necessary to do so. Adoption of the 2010 MTC will not change the process by which the

KARP NEU HANLON, P.C.

Mayor Keith Lambert
Rifle City Council
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City administers penalties, including collection of fines.

RMC Section 8-1-110 has been revised from "Parking prohibited in alleys" to "Parking prohibited in specified places." As an amendment to the 2003 MTC, the City already prohibited parking in alleys. To the list specified in the 2010 MTC, Chief Meisner also suggested adding cars parked in more than one parking space and cars parked in violation of designated parking as defined by pavement markings or signs. This change responds to traffic enforcement issues with double-parked and otherwise illegally parked vehicles. We also adopted a minor revision to existing policy in RMC Section 8-1-190, which addresses noncriminal traffic offense penalties. Judge Zerbi of the Rifle Municipal Court will continue to set a penalty schedule for various types of traffic offenses, but we recommend raising the maximum amount of a fine from \$100.00 to \$500.00 to account for inflation and the increased costs of administering traffic offenses. Please note that this change will not automatically increase any penalties; it simply allows for a higher ceiling when future revisions to the penalty schedule are considered.

After discussion and review of the 2010 MTC provisions versus the existing RMC Chapter 8, Article II, we opted to forego adopting Part 18 of the MTC, "Vehicles Abandoned on Public Property." The 2003 MTC abandoned vehicles code is adopted by reference in the RMC and overlaps with the RMC provisions at Chapter 8, Article II. Staff found few discrepancies between the RMC provisions and MTC. Based on extensive input from the Police Department, the City Council recently adopted Ordinance No. 8, Series of 2010 updating the City's abandoned vehicle regulations. Staff felt this work should be maintained by eliminating Part 18 of the MTC. The new RMC Section 8-1-210 clarifies that Part 18 of the 2010 MTC is not adopted by reference and that the City's regulations concerning abandoned and inoperable vehicles are set forth at Article II of Chapter 8. Staff feels this is a cleaner approach than overlapping provisions and protects the City's interests.

We recommend approval of Ordinance No. 11, Series of 2010 on first reading following a public hearing.

2. 2010 Biosolids Project Second Addendum. The City Council recently awarded a bid to Parker Ag Services, Inc. to reclaim the City's North Wastewater Treatment Plan Lagoons. Since that time, the Contactor has been unable to provide the Payment and Performance Bonds required by the Contract, the Public Works Manual and the Rifle Municipal Code because it has outstanding bonds on other projects that limits its current bonding capacity. Parker Ag Services was the only respondent to the City's request for proposals for the Project. City staff has been working with the Contractor and recommends that the City Council waive the Payment and Performance Bond requirements pursuant to the terms and conditions in the enclosed Addendum No. 2 to the 2010 Biosolids Project Agreement. The Project entails removing the biosolids from the three lagoons at the old north wastewater treatment plant and land applying or otherwise legally disposing of the material. The Contractor will not be utilizing any subcontractors or materials for which the Payment Bond secures payments. In addition, there are no structures being built for which a Performance Bond is needed- if the Contractor stops

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working, the City only pays for the work completed and would hire another contractor to complete the work without any real damage to the City. Therefore, this waiver does not pose much risk to the City as it would for a normal capital project. In consideration for the waiver, the City will retain 30% of all draw requests as security that the Project is proceeding pursuant to the Contract. Upon the State's inspection of final reclamation of each lagoon, the City will disburse the retainage with the final payment. This is an unusual request but staff does not want to re-bid the Project and believes Addendum No. 2 adequately protects the City.

3. Rifle Creek Theatre Leases. As you know, the City's Lease with Kelly Iniguez for the Rifle Creek Theatre terminates on August 12, 2010. At your workshop on August 4th you will be meeting with members of the New Ute Theatre Society ("NUTS") regarding that group's efforts to renovate and operate the Rifle Creek Theatre (as the name may change). I have been working with Tom Stuver on a lease of the Theatre to their organization and we just recently received the enclosed drafts. For membership and tax purposes, NUTS proposes two different leases with two different entities.

The first Lease is with NUTS for the sole purpose of renovating the Theatre. Its term is from 5pm on August 12, 2010 through March 31, 2011, subject to earlier termination upon the completion of the renovation of the Theatre. The Lease requires renovation of the Theatre pursuant to a Renovation Plan approved by the City, which has yet to be drafted. Notice of the State Historic grant will come out on August 2nd, so we all should have more information regarding the scope of the renovation at your workshop. All work on the Theatre must be approved by the City and all improvements will become the property of the City appurtenant to the Theatre. No rent is due under the Renovation Lease and the City is agreeing to pay utilities and insure the Premises.

The second Lease is with Rifle Theater Corporation ("RTC") which is the group that will operate the Theatre. The Lease term is from the issuance of a certificate of occupancy on the Theatre until January 1, 2016. Rent is due for the Term in the amount of \$60,000.00, but only \$100.00 will be paid to the City each month with the balance due at the end of the Term. I need to discuss with Tom Stuver setting up a fund for "profits" to go into which will be dedicated to the Theatre, so the rent provision will likely be amended as we flush out some details. The Lease includes the residential apartment in the Theatre which RTC may rent out or use for its employees. RTC will pay for utilities and for insuring the Theatre. The Lease requires that RTC operate the Theatre pursuant to an Operations Plan approved by the City so we know how they intend to program the facility. We have yet to receive any proposed Operations Plan. The City may utilize the Theatre for civic and public functions with 15 days notice to RTC and so long as it does not interfere with the Operations Plan.

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We will not have a Renovation Plan or Operations Plan prepared by Wednesday but we placed the approval of the Leases on your Agenda in the event you wanted to take action on these items before the expiration of the current Lease with Kelly Iniguez. You can defer action on the Leases until everything is finalized or approve them subject to the approval of the Renovation Plan and Operations Plan, which can be done administratively or we can bring back to Council for specific action on those Plans.

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 (w)
Date: June 30, 2010
Subject: Special Events Permit: Chamber of Commerce for Grand River Hospital District (GRHD)

At its July 7th Council meeting, Council approved GRHD's request for their VIP Dinner on August 12th. However, a complication has been noted with the State's approval process.

In order to receive a Special Event Permit with the State of Colorado, the applicant must be a non-profit entity and be able to provide one of the following documents:

1. Certificate of Good Corporate Standing (nonprofit) issued by the Secretary of State; or
2. A nonprofit charter.

When GRHD submitted their application, they provided a copy of their *Findings and Organization Decree*. Staff considered this adequate evidence of their nonprofit status. Even though the State recognized that GRHD is a Special District, they are requiring one of the documents noted above. As they do not have either of these documents, they requested that the Chamber of Commerce apply for the Permit, and the Chamber has graciously agreed.

Staff reposted the Public Hearing notice on the premises. A representative from the Chamber and GRHD will be present to discuss their application and answer questions.

Staff is recommending approval of this revised application.



**CITY OF RIFLE, COLORADO
ORDINANCE NO. 11
SERIES OF 2010**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO REPEALING AND REENACTING CHAPTER 8, ARTICLE I OF THE RIFLE MUNICIPAL CODE TO ADOPT BY REFERENCE THE 2010 EDITION OF THE MODEL TRAFFIC CODE FOR COLORADO; REPEALING ALL ORDINANCES OF THE CITY OF RIFLE, COLORADO, IN CONFLICT THEREWITH; AND PROVIDING PENALTIES FOR VIOLATION THEREOF.

WHEREAS, by Ordinance No. 30, Series of 2003, the City adopted by reference the Model Traffic Code for Colorado, 2003 Edition, which regulations are now codified at Chapter 8, Article I of the Rifle Municipal Code; and

WHEREAS, the Colorado Department of Transportation has recently revised the Model Traffic Code and adopted the Model Traffic Code, 2010 Edition; and

WHEREAS, City staff has undertaken a review of the 2010 Model Traffic Code and recommends to the City Council that it be adopted by the City; and

WHEREAS, the City Council desires to adopt by reference the Model Traffic Code, 2010 Edition, pursuant to the procedures set forth in C.R.S. §31-16-201 *et. seq.*; and

WHEREAS, pursuant to C.R.S. §31-16-203, the City Council held a duly-noticed public hearing on August 4, 2010 to solicit public opinion on the adoption of the 2010 Model Traffic Code; and

WHEREAS, the City Council finds and determines that the adoption of the 2010 Model Traffic Code is in the best interest of the public health, safety and welfare of the citizens of Rifle.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF RIFLE, COLORADO, ORDAINS THAT:

Section 1. The foregoing recitals are incorporated by reference as findings and determinations of the City Council; and

Section 2. Chapter 8, Article I of the Rifle Municipal Code is hereby repealed and reenacted to read as follows:

**CHAPTER 8
Vehicles and Traffic**

**Article I
Model Traffic Code**

8-1-10. Adoption.

Pursuant to Parts 1 and 2 of Article 16 of Title 31, C.R.S., there is hereby adopted by reference Articles I and II, inclusive, of the 2010 edition of the *Model Traffic Code for Colorado*, together with the appendices thereto, promulgated and published as such by the Colorado Department of Transportation, Safety and Traffic Engineering Branch, 4201 East Arkansas Avenue, EP 700, Denver, Colorado 80222. The subject matter of the Model Traffic Code relates primarily to comprehensive traffic and vehicle control regulations for the City. The purpose of this Article and the code adopted herein is to provide a system of uniform traffic regulations consistent with state law, and generally conforming to similar regulations throughout the state and the nation.

8-1-20. Copy on file.

One (1) copy of the Model Traffic Code adopted herein is now on file may be inspected during regular business hours. Copies are available for sale in the office of the City Clerk.

8-1-30. Amendments.

Except as expressly modified in this Article, the Model Traffic Code is adopted as if set forth in full.

8-1-40. Application.

This Article shall apply to every street, alley, sidewalk area, driveway, park and every other public way, place or parking area, either within or outside the corporate limits of the City, the use of which the City has jurisdiction and authority to regulate. The provisions of Sections 1401, 1402 and 1413 of the adopted Model Traffic Code, respectively concerning reckless driving, careless driving and eluding a police officer, shall apply not only to public places and ways but also throughout the City.

8-1-50. Prohibited activities on sidewalks.

Section 109(9) of the adopted code is amended by the addition of the following sentence at the end of subsection (9):

When properly posted, it shall be unlawful for any person to ride a bicycle, roller skate, roller blade, skateboard or utilize similar devices on sidewalks or parking lots anywhere within the City limits.

8-1-60. Definition and use of off-highway vehicles.

A new Section 111 of the adopted code is hereby enacted as follows:

111. Off-highway vehicles.

(1) **Definition of Off-Highway Vehicle.** Every motor vehicle designed primarily for travel off of the public highways and which is not required to be registered with the State of Colorado under the provisions of Article 3, Title 42, C.R.S.

(2) **Use of Off-Highway Vehicles.** No off-highway vehicle shall be operated anywhere in the City of Rifle, except on private property by the written permission of the landowner, or in a parade licensed by the Chief of Police in accordance with the provisions of the Rifle Municipal Code. Testimony of the failure of any owner or operator of an off-highway vehicle to present immediate evidence of permission to operate the vehicle, when requested to do so by a peace officer, shall constitute prima facie evidence that such owner or operator of the off-highway vehicle violated this section. No person shall be convicted of a violation of this section if he produces in court an affidavit, signed under oath by the landowner, that he had given the owner or operator permission to use the off-highway vehicle on his property at the time of the alleged violation.

8-1-70. Mufflers.

Section 225(3) of the adopted code is hereby amended to read as follows.

(3) Any person who violates subsection (1) of this section commits a class B traffic infraction. Any person who violates subsection (1.5) of this section shall, upon conviction, be punished by a fine of five hundred dollars (\$500.00).

8-1-80. Obstruction of roadways by pedestrians prohibited.

Section 801 of the adopted code is amended to add a new subsection (5) as follows:

(5)(a) It is unlawful for a pedestrian to engage in any activity within a public street or roadway that obstructs, or reasonably could obstruct, the free flow of vehicular traffic or otherwise constitutes, or reasonably could constitute, a hazard, except as expressly permitted or authorized by this Code.

(b) It is unlawful for a parent, guardian, or other person having care or custody of any child under the age of ten (10) years to intentionally, knowingly, or recklessly allow or permit any such child to violate subsection (a) of this section.

(c) The fact that a child under the age of ten (10) years is engaged in an activity within a public street or roadway contrary to the provisions of subsection (a) of this section shall be prima facie evidence that the parent, guardian, or other person having custody of the child is guilty of violating this section.

8-1-90. Speed limits.

Section 1101(2) of adopted code is amended to read as follows:

(2) Except when a special hazard exists that requires a lower speed, and except as otherwise provided herein, the following speeds shall be lawful:

(a) Twenty-five (25) miles per hour on all City streets, unless otherwise posted.

(b) Twenty (20) miles per hour on narrow, winding mountainous highways and blind curves.

(c) Forty (40) miles per hour on open mountain highways.

(d) Forty-five (45) miles per hour for all vehicles in the business of transporting trash, where higher speeds are posted, when said vehicle is loaded as an exempted vehicle pursuant to Section 507(3).

(e) Fifty-five (55) miles per hour on other open highways which are not on the interstate system, as defined in C.R.S. §43-2-101(2).

(f) Seventy-five (75) miles per hour on surfaced, four-lane highways which are on the interstate system, as defined in C.R.S. §43-2-101(2), where authorized by a majority of the members of the transportation commission and such speed has been so designated by official traffic control devices.

(g) Any speed not in excess of a speed limit designated by an official traffic control device.

8-1-100. Traffic regulation in mobile home parks.

Pursuant to Section 1102(6) of the adopted code, all stop sign regulations and speed limits not inconsistent with Section 8-1-90 above shall be enforced upon any way which is open to travel by motor vehicles and which is privately maintained in mobile home parks, when appropriate signs giving notice of such enforcement are erected at the entrances to such ways.

8-1-110. Parking prohibited in specified places.

Section 1204(1) of the adopted code is amended to add subsections (l), (m) and (n) to read as follows:

- (l) Within an alley, except during the necessary expeditious loading and unloading of merchandise or freight, and in no case shall a stop for loading or unloading of materials exceed twenty (20) minutes.
- (m) Parked occupying more than one parking space.
- (n) Parked in violation of designated parking as defined by pavement markings or signs.

8-1-120. Illegal parking on private property.

Section 1204 of the adopted code is hereby amended to add a new subsection (9) to read as follows:

(9) At any place within this municipality where clearly marked signs or markings are posted by the owner, or lessee, of the property, giving notice of any stopping, standing or parking restrictions or prohibitions, no person shall stop, stand or park a vehicle in any manner in violation of the provisions contained on such sign or signs. Any violation thereof shall be punished as in other cases of unlawful parking; provided, however, that the police department shall require the owner or lessee of the property to sign a complaint prior to taking any action.

8-1-130. Obedience to stopping, standing or parking restriction and prohibition signs.

Section 1204 of the adopted code is hereby amended by the addition of new subsection 1204 (10), to read as follows:

(10) On any street, alley, parking lot, or at any place within this municipality where official signs are posted giving notice of stopping, standing or parking restrictions or prohibitions as authorized in Section 42-4-111(a), C.R.S., no person shall stop, stand or park a vehicle in any manner in violation of the provisions contained on such sign or signs except when necessary to avoid conflict with other traffic, or in compliance with the directions of a police officer. The City Council may adopt by resolution parking restrictions on certain streets, alleys and parking lots.

8-1-140. Interference with parking enforcement officer or procedures.

Section 1204 of the adopted code is hereby amended by the addition of new subsection 1204(11), to read as follows:

(11) No person shall erase, remove, alter or otherwise tamper with markings or other detection materials placed on any vehicle, vehicle tire or pavement for the purpose of enforcement of timed parking.

8-1-150. Parking for certain purposes prohibited.

Section 1205 of the adopted code is hereby amended by the addition of a new subsection 1205(5), to read as follows:

(5) No person shall park a vehicle upon a roadway for the purpose of:
(a) Greasing, painting, washing or repairing such vehicle, except repairs necessitated by an emergency.

8-1-160. Parking permits.

A new Section 1212 of the adopted code is hereby adopted, to read as follows:

1212. Parking permits. The City Council may provide by resolution for parking permits granting exemption from time parking regulations on such terms and conditions and for such fees as the Council may determine appropriate from time to time.

8-1-170. Notice on illegally parked vehicles.

A new Section 1213 of the adopted code is hereby adopted, to read as follows:

1213. Notice on illegally parked vehicles. Whenever any motor vehicle without a driver is found parked or stopped in violation of any of the restrictions imposed by the ordinances of the City of Rifle, the officer finding such vehicle shall take its registration number and may take any other information displayed on the vehicle which may identify its user, and shall conspicuously affix to such vehicle a penalty assessment notice issued pursuant to Section 8-1-180 of the Rifle Municipal Code.

8-1-180. Compulsory insurance penalty.

Section 1409(9) of the adopted code is hereby deleted.

8-1-190. Penalties for violation.

Section 1701 of the adopted code is amended to read as follows:

1701. Municipalities – traffic offenses classified – schedule of fines.

(1) Except as otherwise provided for in this section, any person who violates any provision of the Model Traffic Code shall be deemed to have committed a noncriminal traffic offense. Every person who is convicted of, who admits liability for, or against whom a judgment is entered for, a noncriminal traffic offense shall be penalized by imposition of a fine in an amount not less than \$5.00 and not greater than \$500.00. The presiding Judge of the Municipal Court shall promulgate a schedule of penalties for all noncriminal traffic offenses contained in the Model Traffic Code. Said schedule shall be prominently posted in the office of the Municipal Court Clerk.

(2) A violation of any of the following provisions of the Model Traffic Code shall be a criminal offense. Every person convicted of violating any of the following provisions of the Model Traffic Code shall be punished by a fine of not more than \$1,000.00 or by imprisonment for not more than one (1) year, or by both such fine and imprisonment.

(a) Section 1903 – Stopping for school buses.

(b) Section 1101 – Speeding (the alleged violator is accused of exceeding the prima facie speed limit by more than 19 miles per hour).

(c) Section 1105 – Speed contests.

(d) Section 1401 – Reckless driving.

(e) Section 1402 – Careless driving (the violation has caused, or contributed to the cause of, an accident resulting in appreciable damage to property of another or an injury or death to any person).

(f) Section 1413 – Eluding or attempting to elude police officer.

(g) Section 1409 – Compulsory insurance.

(h) Any other offense contained in the Model Traffic Code resulting in an accident causing personal injury or substantial property damage.

8-1-200. Procedure for noncriminal traffic offenses.

Part 17 of the adopted code is amended by the addition of a new Section 1701.5, to read as follows:

1701.5 Procedure – noncriminal traffic offenses.

(1) Notwithstanding the provisions of Rule 223(a) and (b) of the Colorado Municipal Court Rules of Procedure, or any other provision of law, the right of a jury trial shall not be available at a hearing where the cited person is charged with a noncriminal traffic

offense. In addition, no person charged with a noncriminal traffic offense shall be afforded the right of court-appointed counsel.

(2) The Colorado Municipal Court Rules of Procedure shall apply to any hearing where the cited person is charged with a noncriminal traffic offense, unless any of the rules are clearly inapplicable. The burden of proof shall be upon the people, and the court shall dismiss charges against an alleged violator beyond a reasonable doubt.

(3) An appeal from final judgment on a noncriminal traffic offense shall be made in accordance with Rule 237 of the Colorado Municipal Court Rules of Procedure.

(4) Except as otherwise provided in this subsection, no person against whom a judgment has been entered for a noncriminal traffic offense shall collaterally attack the validity of that judgment unless such attack is commenced within three months after the date of entry of the judgment. The only exceptions to the time limitations shall be:

(a) A case in which the court entering judgment did not have jurisdiction over the subject matter of the alleged infraction;

(b) A case in which the court entering judgment did not have jurisdiction over the person of the violator;

(c) Where the court finds by a preponderance of the evidence that the failure to seek relief within the applicable time period was caused by an adjudication of incompetence or by commitment of the violator to an institution for treatment as a mentally ill person; or

(d) Where the court finds that the failure to seek relief within the applicable time period was the result of circumstances amounting to justifiable excuse or excusable neglect.

(5) At any time that a person is cited for the commission of any noncriminal traffic offense, the citing officer shall give a notice to the person in charge of or operating the motor vehicle involved, which notice shall be in the form of a penalty assessment notice.

(6) The penalty assessment notice tendered by the citing officer shall contain the name and address of such person or, if the vehicle is unattended, the owner of the vehicle shall be presumed to be such person, the license number of the vehicle involved, if any, the number of such person's driver's license, if available, the nature of the offense, the amount of the penalty prescribed for such offense, the date of the notice, the time and place and when and where such person shall appear in court in the event such penalty is not paid, and a place for such person to execute a signed acknowledgment of liability and an agreement to pay the penalty prescribed within twenty days, as well as such other information as may be required by law to constitute such notice as a summons and complaint to appear in court, should the prescribed penalty not be paid within the time period.

(7) One copy of the notice shall be given to the violator by the citing officer.

(8) The time specified in the notice to appear shall be at least fourteen days, but not more than forty-five days after such citation, unless the person cited shall demand an earlier hearing.

(9) Whenever the alleged violator refuses to sign or accept the penalty assessment notice, tender of such notice by the citing officer to the alleged violator shall constitute service of a summons and complaint.

(10) In the event a person who has been cited for a noncriminal traffic offense fails to pay the penalty assessment within the time period specified in the penalty assessment notice, he shall make an appearance and answer the complaint against him. If the alleged violator answers that he is liable, judgment shall be entered against him, and he shall be assessed the appropriate penalty and applicable court costs. If the alleged violator denies the allegations in the complaint, a final hearing on the complaint shall be held within the time period prescribed in Rule 248 of the Colorado Municipal Court Rules of Procedure. If the alleged violator fails to appear for a final hearing, judgment shall be entered against him, and he shall be assessed the appropriate penalty and applicable court costs.

(11) In the event a person who has been cited for a noncriminal traffic offense fails to pay the penalty assessment within the time period specified in the penalty assessment notice and fails to appear at the time and place specified in the notice, judgment shall be entered against him, and he shall be assessed the appropriate penalty and court costs.

(12) A police officer coming upon an unattended vehicle which is in apparent violation of any provision of the *Model Traffic Code* may place upon the vehicle a penalty assessment notice indicating the noncriminal traffic offense pursuant to the procedure set forth at Subsection (6) above. If the penalty assessment is not paid within twenty days of the issuance of such notice, the court shall mail a notice to the registered owner of the vehicle, setting forth the noncriminal traffic offense, the time and place where it occurred, directing the payment of the penalty assessment within twenty days from the issuance of the notice, and the time and place and when and where such person shall appear in court in the event such penalty is not paid as provided in the initial penalty assessment notice. In any prosecution of any of the provisions governing unattended vehicles, proof that the particular vehicle described in the penalty assessment notice was left unattended in violation of any such law or regulation, together with proof that the defendant named in the penalty assessment notice was, at the time of violation, the registered owner of such vehicle, shall constitute in evidence a prima facie rebuttable presumption that the registered owner of such vehicle was the person who left the vehicle unattended at the place where, and for the time during which, such violation occurred.

(13) If the alleged violator is cited for a noncriminal traffic offense, he shall be privileged to answer the complaint made against him in the manner provided in the Colorado Municipal Court Rules of Procedure. The maximum penalty which may be imposed shall not exceed the penalty set forth in the penalty assessment notice.

(14) The provisions of this section shall not apply to violations specified in Section 1701(2) of this code, nor shall they apply when it appears that the alleged violator has, in the course of the same transaction, violated one of the provisions referred to in Section 1701(1) of this code, and has also violated one or more of the provisions contained in Section 1701(2) of this code, and the arresting officer charges such alleged violator with two or more violations, any one of which is not referred to in Section 1701(1) of this code.

(15) If a person receives a penalty assessment notice for a violation under this Part 17 and such person pays the fine and surcharge for the violation on or before the date the payment is due, the points assessed for the violation are reduced as follows:

(a) For a violation having an assessment of three (3) or more points, the points are reduced by two (2) points;

(b) For a violation having an assessment of two (2) points, the points are reduced by one (1) point.

8-1-210. Abandoned motor vehicles.

Part 18 of 2010 Model Traffic Code, "Vehicles Abandoned on Public Property," is not adopted by reference and shall not be incorporated in the Rifle Municipal Code. The City's regulations concerning abandoned and inoperable vehicles are set forth at Article II of this Chapter.

Section 3. Any ordinance or parts thereof of the City of Rifle, Colorado, covering the same subject matter, or in conflict or inconsistent herewith, are hereby repealed; provided, however, that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this ordinance.

Section 4. If any part or parts of this ordinance are for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part or parts thereof, irrespective of the fact that any one part or parts be declared invalid.

Section 5. This ordinance shall be so interpreted and construed as to effectuate its general purpose to conform with the State's uniform system of the regulation of vehicles and traffic. Article and section headings of the ordinance and adopted Model Traffic Code shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or extent of the

provisions of any article or section thereof.

Section 6. The effective date of this ordinance shall be thirty (30) days after final publication thereof.

Section 8. The City Clerk shall certify to the passage of this ordinance and keep not less than three (3) certified copies of the adopted Model Traffic Code, 2010 Edition, in the clerk's office available for inspection by the public during regular business hours.

INTRODUCED on August 4, 2010 read by title, passed on first reading, and ordered published as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on August 18, 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

A public hearing on the adoption of this Ordinance was held on August 4, 2010. Notice of such hearing was published in the Citizen Telegram on July 16 and July 23, 2010.



MEMORANDUM

To: John Hier, City Manager
From: Charles Kelty, Finance Director *ck*
Date: July 29, 2010
Re: Resolution No. 17-2010

Attached is Resolution No. 17-2010 establishing the proposed 2011 Budget process timeline. The schedule is similar to last year except there is one less budget workshop and the 2011 Budget and Mill Levy certification is scheduled to be adopted at the conclusion of the second public hearing on Wednesday, December 1, 2010

Thank-you



**CITY OF RIFLE, COLORADO
RESOLUTION NO. 17
SERIES OF 2010**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO, ADOPTING THE CALENDAR FOR THE 2011 BUDGET.

WHEREAS, Article IX of the Charter of the City of Rifle requires the City Manager to submit an annual budget to the City Council by September 20th of each year in order to have adequate time to certify the property tax mill levy; and

WHEREAS, since the Charter was adopted on March 26, 1963, state statutes have changed the timing of the property assessed valuation and mill levy certification; and

WHEREAS, these changes have necessitated that the timing of the budget process be changed to be consistent with current statutes; and

WHEREAS, pursuant to Resolution No. 19, Series of 2003, the Rifle City Council adopted a schedule consistent with state law for the adoption of the following year's budget, and the City wishes to use this timeline for the 2011 Budget process.

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

1. The City incorporates the foregoing recitals as findings by the City Council.
2. The following schedule is adopted for the 2011 Budget:

Wednesday, August 25, 2010:	Deadline for Assessor to submit new assessed valuation
Wednesday, October 6, 2010:	Deliver 2011 proposed Budget to Council
Thursday, October 7, 2010:	First Budget workshop
Tuesday, October 12, 2010:	Second Budget workshop
Wednesday, October 13, 2010:	Third Budget workshop
Saturday, October 23, 2010:	Fourth Budget workshop
Tuesday, October 26, 2010:	Fifth Budget workshop
Wednesday, October 27, 2010:	Sixth Budget workshop
Wednesday, November 17, 2010:	Regular City Council meeting, first public hearing on Budget
Wednesday, December 1, 2010:	Regular City Council meeting, second public hearing on Budget
Wednesday, December 1, 2010:	Adopt 2011 Budget and Certify Mill Levies
Wednesday, December 15, 2010:	Deadline for certification of mill levy to Garfield County

3. This Resolution shall be published in the Rifle Citizen Telegram and posted at City Hall.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 4th day of August, 2010.

CITY OF RIFLE, COLORADO

By _____

Mayor

ATTEST:

City Clerk



Memo

To: City Manager, Honorable Mayor and City Council

From: Tom Whitmore, Parks Maintenance Director

Date: July 28, 2010

Re: Purchase of Electric Vehicles, GNECI Grant

Over the past several weeks, staff has been test driving various electric vehicles from three vendors. We are requesting council approval to purchase four electric vehicles. The purchase will be reimbursed by a GNECI (Governor's New Energy Communities Initiative) grant.

We test drove vehicles from Zarlingo's Golf Cars of Grand Junction, Berthod Motors of Glenwood Springs and Aspen Electric Vehicles of Aspen.

Staff recommends the purchase of the following vehicles from Aspen Electric Vehicles:

1 electric (Zap) van for the P.D. for animal control use	
Price including a 10% GSA discount:	\$17,775.00
1 electric (Zap Xebra) 4 door sedan	
Price including a %10% GSA discount:	\$10,200.00
2 electric (Zap Xebra) 3-wheel trucks (demo models):	\$18,000.00
Estimated shipping for the van and the sedan:	<u>\$ 2,400.00</u>
Total:	\$48,375.00





Berthod Motors offered 2, 2007 demo models at a discounted price; a sedan and a truck, \$7,995.00 and \$11,995.00 respectively. These particular units did not fit our requirements for utility for the various departments.

Zarlingo's provided EVE (Electric Vehicle Engineering) vehicles that were very nice golf-style cars. These models would require modifications. Several models were offered ranging in price from \$9,300.00 to \$12,800.00. Staff preferred the metal body and doors, and utility choices of the Zap models over the enclosures that were available on the EVE's.

Aspen Electric Vehicles provides support for their vehicles as well as training and orientation for our mechanic and staff.

Staff is looking forward to the reduced maintenance and operating costs related to the use of these vehicles. The vehicles are compact, maneuverable, and very simple to operate.

Photos of the proposed vehicles are attached.

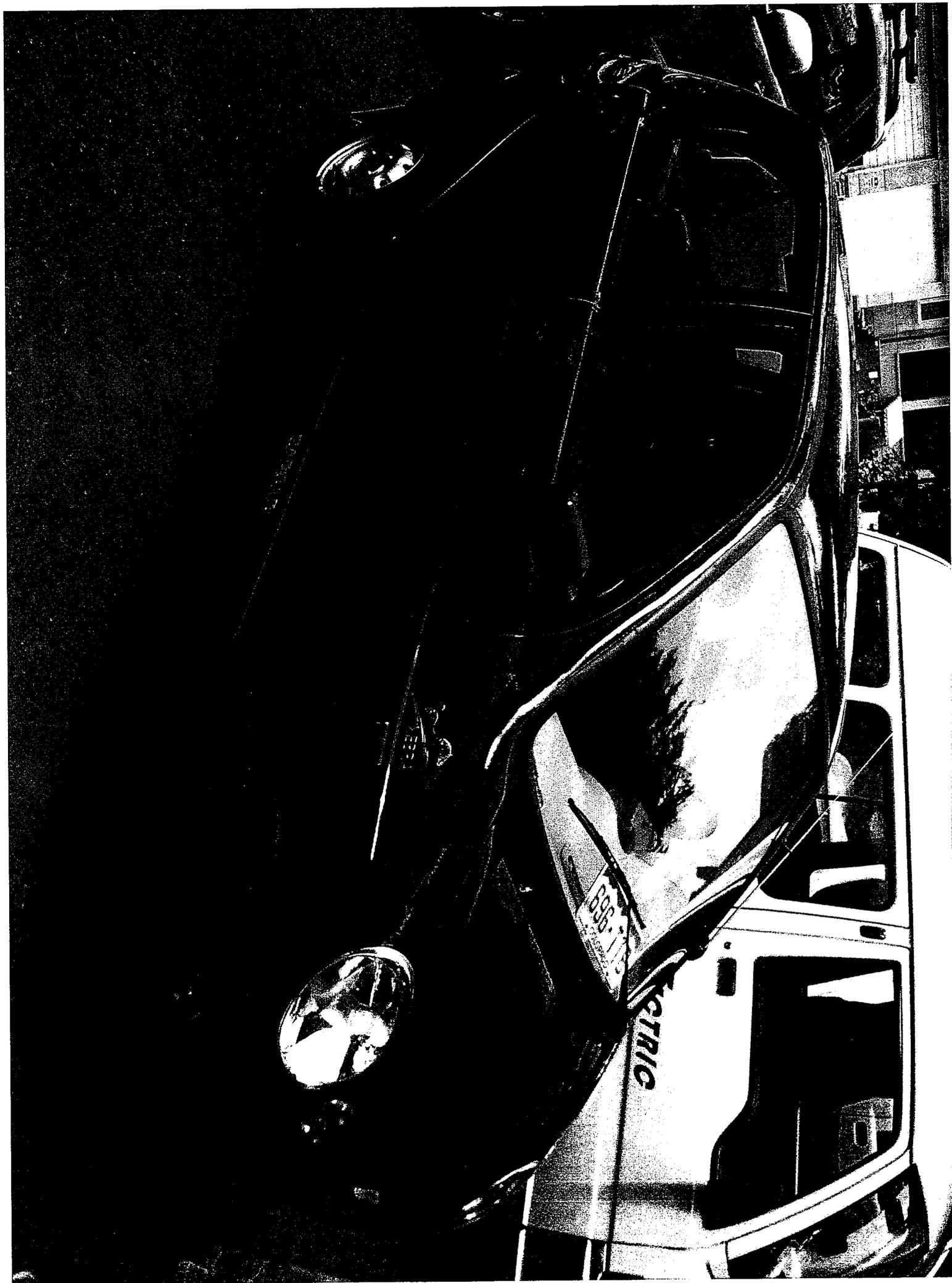
Please contact me if you have any questions.

Thanks,
Tom



CITY OF RIFLE
202 RAILROAD AVENUE • P.O. BOX 1908 • RIFLE, CO 81650
WWW.RIFLECO.ORG
(970) 625-6228 • FAX (970) 625-6285 • TWHITMORE@RIFLECO.ORG







SECOND ADDENDUM TO 2010 BIOSOLIDS PROJECT AGREEMENT

This SECOND ADDENDUM TO 2010 BIOSOLIDS PROJECT AGREEMENT is entered into this ___ day of _____, 2010 by and between the CITY OF RIFLE, a Colorado home rule municipality ("Owner"), and PARKER AG SERVICES, LLC, a Colorado limited liability company ("Contractor").

WHEREAS, on June 7, 2010, Owner and Contractor entered into the 2010 Biosolids Project Agreement, together with Addendum Number 1 dated April 21, 2010 (the "Agreement"), governing the removal of biosolids and decommissioning of three lagoons at the City of Rifle North Wastewater Treatment Plant (the "Work"); and

WHEREAS, Contractor was the sole respondent to Owner's Request for Proposals to complete the Work; and

WHEREAS, Section 2.26 of the Rifle Public Works Manual states that all contractors shall, within seven days after the receipt of a Notice of Award, furnish Owner with a Performance and Payment Bond in the penal sum of the total contract price; and

WHEREAS, Contractor is currently carrying outstanding bonds on several other projects and thus has no capacity to obtain a bond in the amount of the total contract price of \$643,000 for the Work, which must be completed and ready for final payment on or before September 24, 2010; and

WHEREAS, the Work is a remediation effort, and as such, few materials need be purchased, no permanent facilities or improvements will be constructed, Contractor does not intend to hire sub-contractors, no end product necessitates a surety be in place during the warranty period, and Owner will not be required to make additional expenditures if Contractor fails to complete the Work, other than contracting for completion of the remaining Work; and

WHEREAS, the Work is regulated by the Colorado Department of Public Health and Environment ("CDPHE"), and the State will inspect and sign off on the project prior to Owner's acceptance and release of final payment to Contractor; and

WHEREAS, recognizing these unique circumstances and Owner's desire to see the Work completed in 2010, Owner wishes to waive the Payment and Performance Bond requirements in the Agreement, subject to the terms and conditions set forth herein.

NOW, THEREFORE, Owner and Contractor hereby publish and declare that this Second Addendum shall be made to the 2010 Biosolids Project Agreement.

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as if set forth in full.
2. Waiver of Contract Surety. Pursuant to Rifle Municipal Code Sections 4-3-80 and 16-1-130, Owner agrees to waive the contract surety provisions of the Agreement requiring

Contractor to furnish Owner with a Performance and Payment Bond in the penal sum of the total contract price. Notwithstanding the terms of C.R.S. §24-91-104(1) and Section 2.30 of the City of Rifle Public Works Manual, and in consideration for Owner's waiver of the Performance and Payment Bond requirement, Contractor agrees that Owner shall retain **thirty percent (30%)** of the amount requested in all applications for payment from progress payments made to Contractor until the time of substantial completion of the Work and final payment to Contractor. At the time of each application for payment, Contractor shall provide to Owner proof of payment to any material men and sub-contractors referenced in the invoice, if any. Payment of the thirty percent (30%) retainage shall be made as part of the final payment to Contractor only after Owner: (1) receives confirmation that any all State requirements have been satisfied; and (2) accepts the Work.

3. Phased Work. The parties acknowledge that Contractor may complete the biosolids removal and decommissioning of the three North Wastewater Treatment Plant lagoons on a lagoon by lagoon basis, provided that all Work is completed no later than September 24, 2010. In the event that a phased approach is utilized, Owner agrees that each lagoon shall constitute a separate phase of the Project for purposes of progress payments, the thirty percent (30%) retainage, and final payment per lagoon.

4. No Further Modifications. Except as expressly modified in this Second Addendum, all provisions of the Agreement, and exhibits and addenda thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Addendum to be signed by their duly authorized officers this ___ day of _____, 2010.

CITY OF RIFLE COLORADO.

By: _____
City Manager

ATTEST

City Clerk

PARKER AG SERVICES, LLC

By: _____
Name: _____
Title: _____

Manager's Report

July 28, 2010



I am pleased to submit this report for August 4th 2010. It is intended to keep the Mayor and City Council Members informed of City highlights and major activities.

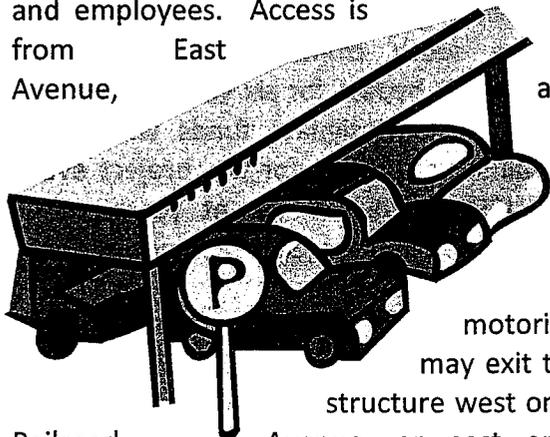
Summer is progressing, and City maintenance and improvement work is moving forward. My report is as follows:

Library Construction/City Hall Parking

Contractors have completed the first floor level of the new parking structure located immediately South of City Hall. This level is available for parking for citizens, customers, and employees. Access is

from East
Avenue,

and



motorists
may exit the
structure west onto

Railroad
East Avenue.

Avenue, or east onto

The remaining phases of the parking garage are under construction, but not expected to be completed for several months.

The area adjacent to City Hall on the south, including the former 2nd Street, has been removed. Work on a landscaped court yard for this area is being undertaken, and will be completed in conjunction with the parking facility.

As a result of the construction, the handicapped parking spaces south of City Hall have been removed. We are planning to designate a temporary hand capped parking space in the new garage.

Rifle Creek Theater

We have scheduled a work session on August 4th with the New Ute Theater Society. The hoped for outcome is to discuss details with the New Ute Theater Society (NUTS) concerning their proposed management plan for the theater. NUTS has proposed to assume management responsibility for the theater when the existing lease with Kelly and Jacinto Iniquez expires on August 12th. I understand that a draft management agreement is being prepared, but I have not seen the draft.

Additionally, as Council is aware, the NUTS group hopes to undertake renovation of the theater if the City is awarded a grant from the Colorado State Historical Society. We should receive notification of the grant award on August 2nd.

Finally, I recommend that the City prepare a press release to inform the public of plans for the theater. It is obvious that the theater will be closed for a period of time, and I doubt if most citizens are aware of

plans for the theater. Please let me know your thoughts on this matter.

2011 Budget

We are developing packets for preparation of the 2011 budget. These will be distributed to department supervisors this week. Additionally, an instructional letter is being sent to each supervisor, and a copy of it is attached for Council review.



Finally, a budget calendar has been prepared for Council consideration on August 4th.

I suggest that the Council, staff, and I hold a preliminary work session on the budget on Sept 1st to discuss the budget process and to identify any priorities that the City Council wishes to focus upon.

WestFest

The City staff and DDA staff are continuing to work with WestFest organizers concerning plans for the festival. Our staff in coordination with DDA staff will be organizing events within the downtown area. These will include sidewalk sales and may include other vendors. Also, the DDA will be installing a large tent on East Third Street, music entertainment will be provided, and carriage rides will also be available.

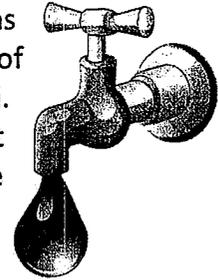
The Farmer's Market scheduled for August 13th will be moved from its present location to West Third Street.

Aleks Briedis and the Recreation Department staff are organizing the entertainment, Farmer's Market, and the

carriage rides. We appreciate their help in this effort.

City Water Supply

The City's water utility has done a good job this year of keeping up with demand. Graham Mesa Treatment Plant has experienced some problems with the sedimentation basin operation, but has continued to meet peak demands.



The Powdered Activation Charcoal (PAC) system appears to be keeping the musty odor and smell problems to a minimum.

The Beaver Creek Treatment Plant continues to operate, although summer flows in the creek do reduce its capacity.

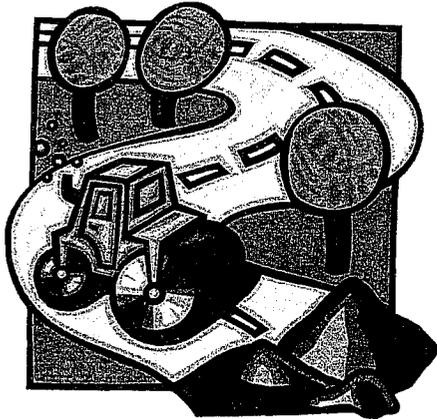
Utility Director Charlie Stevens and I recommend that at the end of summer, we organize a Council tour of the Graham Mesa Plant. This tour will provide our operation's staff an opportunity to outline problematic areas of the plant's operation.

Fairway Avenue

The City has planned to extend Fairway Avenue south from Palomino Park to Highway 13 bypass for six years. We have continued to designate funds within the special street budget for this project every year (\$950,000). In recent years, other events have influenced our plans for this project. They include:

1. Revising the State Access Plan for the bypass. This was a requirement of obtaining access from Fairway Avenue the bypass. The approval is now nearly completed.

2. The Queens Crown area development plan has brought a developer into the mix and has resulted in a cost sharing plan for the proposed street extension. The project also has become more costly due to the revised design.



The City needs to make several decisions regarding Fairway Avenue due to project financing. First, a DOLA Grant previously awarded in support of the project, is in jeopardy of being lost. The grant has been extended twice, and we are requesting a third extension to preserve the funding.

Second, Street Bond Funds issued in 2003 were earmarked for this various street projects including Fairway Avenue and they need to be expended to for Fairway Avenue or another eligible street project.

I believe there are options the City should consider regarding the construction of Fairway Avenue, especially when we consider the developer's potential contribution. I suggest we discuss this matter at the August 18th City Council Work Session.

Energy Innovation Park

Johnson Construction is scheduled to begin construction of streets, water, sewer, and landscaping work at the former UMTRA site in August. This infrastructure will support the new CaCa Loco Composting facility.

Jim Duke, owner of CaCa Loco is moving forward with his plans for the compost facility, and our staff is coordinating with him.

I hope this report is informative and if you have questions, please call me.

Sincerely,

John Hier



MEMORANDUM

To: Department Supervisors
From: John Hier, City Manager
Date: July 23, 2010
Re: 2011 Budget Preparation

Attached please find the forms all information and forms necessary to initiate preparation of 2011 budget requests. We will follow the same process as last year, and most of you should be familiar with it. As with last year, and due to the uncertain state of the economy, we will abbreviate the budget process of past years by implementing the following changes. In 2011, these will include:

1. The enhanced maintenance level requests will be removed from the budget request form. Economic conditions will preclude funding any enhanced budget requests.
2. Vehicles and new rolling stock – Requests for vehicles and equipment will not be prohibited, but should be limited to the most urgent needs. The City Council deferred payments to the Fleet Fund for 2009, and the fund will likely have a sufficient balance to support purchase of a few “urgent needs” vehicles or equipment in 2010. Any such requests however, will undergo Very close scrutiny.
3. Staff- Requests for new staff will likely not be funded in the 2011 budget. Any exceptions will need an extensive amount of documentation which supports the need, and identification of funds for the position. I am very doubtful, that the 2011 budget can support any new staff.

All City Funds supported by sales taxes, have experienced a 20% or more reduction in revenue since 2009. This has been a dramatic decrease. In 2010 we continue to experience revenue receipts which are below 2009 levels. Therefore, it appears that the negative impact upon sales tax funds will continue throughout this year. Therefore, as you develop your 2010 budget requests, you will need to subscribe to the philosophy, that budget cuts implemented in 2009 and 2010 will continue into 2011. We will all need to continue to do more with less in many instances, and may have to reduce services.



We will meet with all staff to discuss the financial condition of the City and provide you with additional information as you begin preparation of your 2011 budget requests.

As you prepare your budget, I suggest you review the strategic plan to determine how it may impact your budget requests. Also, review your "To Do" list of city projects to determine which if any you need to be deferred. Also, any uncompleted projects need to be included with estimated completion costs in the 2011 requests.

Charles Kelty (Finance Director) and I will be working on revenue forecasts as you begin work on your line item requests. Once the revenue projections are complete, we will all meet to review the results so that we have a clear understanding of monies available for the budget.

The Process

During August, budget preparers will complete their line item, capital, minor equipment, travel forms, and explanatory narrative. If you are responsible for more than one department please submit a narrative for each department separately. **All departments need to submit their proposed budgets by Friday, September 3rd.**

The budget committee will include myself, Matt Sturgeon, and Charles Kelty. We will meet with each department during the month of September to review requests. A schedule of those meetings has been tentatively developed, and is attached. If budget requests exceed available revenue, cuts will be made at this stage. A balanced budget will be submitted to Council no later than October 6th. Council will conduct work sessions on the budget during October. Two public hearings will be held in November with the final budgeted being adopted no later than December 2nd.

Budget Forms

Please submit the following budget forms:

- a. Line Item Spreadsheet
- b. Capital Outlay form
- c. Minor Equipment form
- d. Travel detail form

Line item Spreadsheet

This is the standard spreadsheet with which you are familiar. There are two columns which require input: Projected 2010 year-end costs, and 2011 Maintenance costs. The Finance Director has calculated some preliminary 2010 year-end estimates as a starting point. However, these year-end estimates should be your best estimate of where each-expenditure will be at year end. Therefore, please modify the year-end projections to best reflect your best guess. Some line items will exceed budgeted amounts and some will be less than budget amounts. Note: it is **not satisfactory to simply enter the**

2010 budgeted amount as the estimated year end expenditures for a line item. You need to give these estimates some thought and ask for Charles' assistance if necessary.

The 2011 maintenance column needs completed. Again, because of the recession we are experiencing, we may find it necessary to decrease many budget line items to a level that is less than maintenance. Therefore this description is somewhat inaccurate, but will have to do for now. The Finance Director will contact each director once the Salaries and benefit estimates are completed so the costs can be reviewed. This will allow the supervisors the ability to sign off on the projections.

Departments should include all minor equipment purchases on the Minor Equipment Request Form; Minor equipment is any piece of equipment less than \$5,000 with an estimated useful life that exceeds one year. No minor equipment or capital purchases should be included within supply budgets.

The supply line item should include all purchases less than \$5,000 with an estimated useful life of less than one year. The Capital Equipment Request Form will include any equipment purchases greater than \$5,000 and an estimated useful life exceeding one year.

Maintenance Level Column

This column has historically included estimates for maintaining services at present levels. We will all find it necessary to "hold the line," reduce these estimates for 2011, and I recognize that may impact our ability to provide some services.

Budget Review and Committee participation

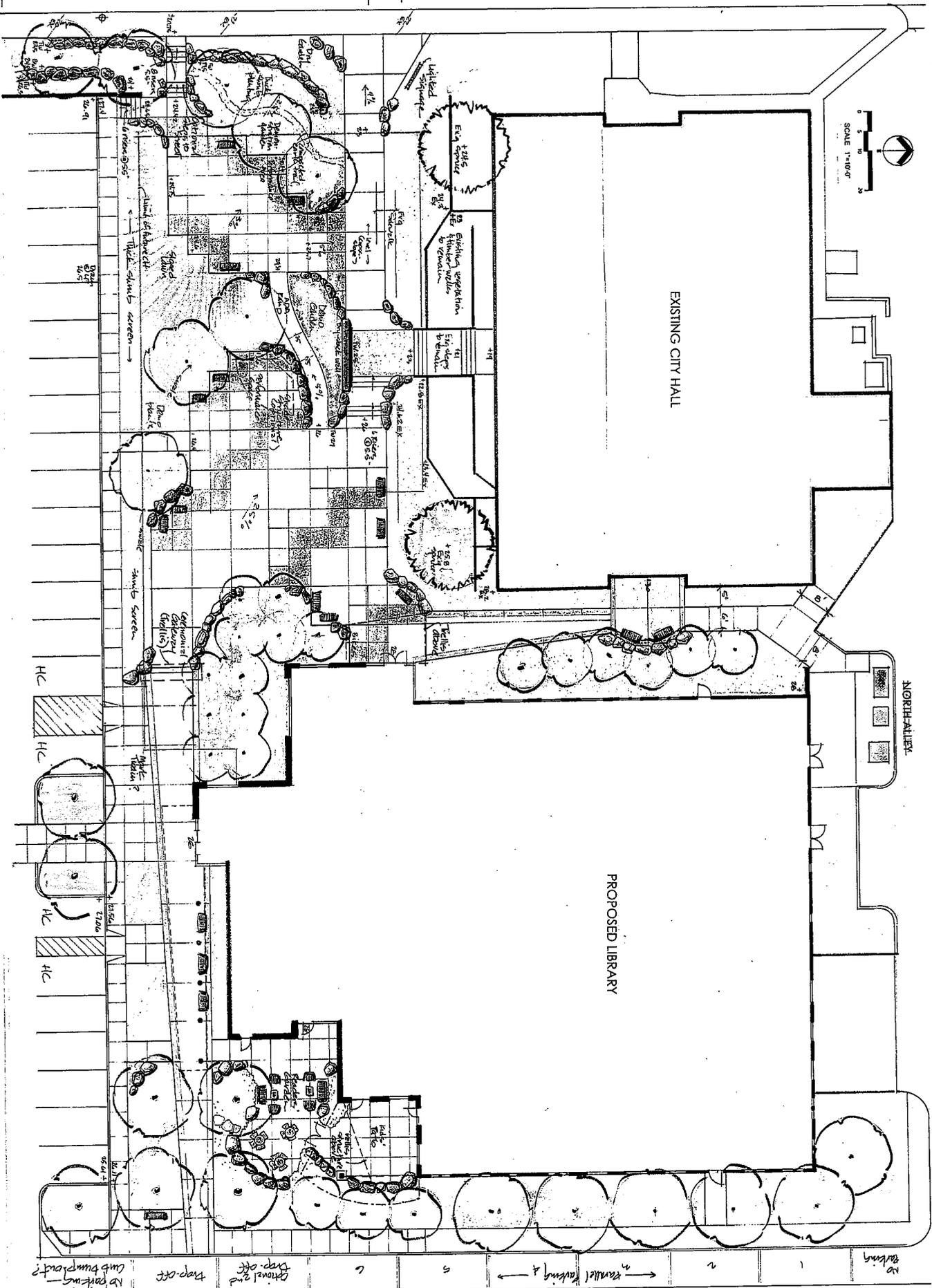
The budget committee will meet with each department supervisor to review their requests. The draft budget should be in a format to submit to the City Council on October 6th.

As with last year, I am aware that this will be an extremely difficult budget process. However, I am confident that if we all work cooperatively, we can deliver a budget which reflects available revenue, and which provides a satisfactory level of services to the citizens of Rifle. Also, I want to commend all of you for the effort you made in 2009 and 2010 to reduce overall budget expenditures. Those efforts have been successful, and I thank you for your commitment to the process.

I look forward to working with you on the 2011 budget.

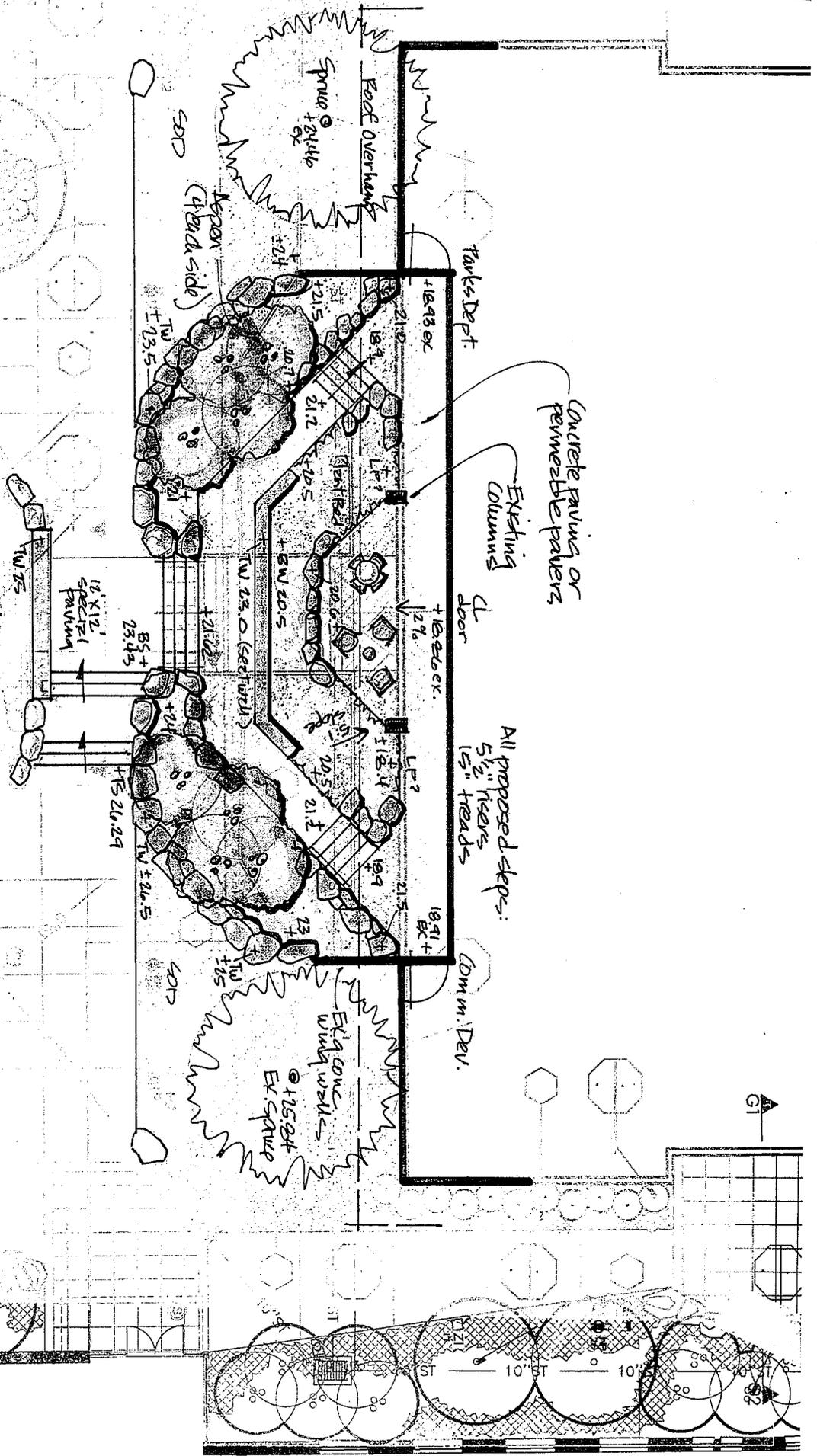
Thanks

John



OPTION B
SIDE - RAPE CITY HALL
 3.12.2010
 SDLA

1" = 10'



Concrete paving or permeable pavers

Existing Columns

door

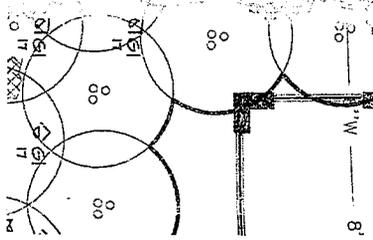
All proposed steps:
 5 1/2" risers
 15" treads

Comm. Dev.

Tanks Dept.

Existing wing walls
 @ 175.84
 Ex. Spruce

A
 G1





ENGINEERING / PUBLIC WORKS / UTILITIES

PROJECT STATUS REPORT as of: 8/4/10

* = New Information

Capital Improvement Projects

Rifle Regional Wastewater Reclamation Facility

*UV system control problems appear to be resolved and the final punch list item is nearing completion.

Water Treatment Plant Design

The Final Draft Basis of Design Report (BODR) and 30% drawings have been submitted for Staff review, comments made and returned to the consultant for correction.

A separate task 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). A draft has been submitted for review by Staff and comments returned for final completion.

*A portion of a draft Membrane Procurement Document has been delivered for Staff review.

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 plans and specifications have been submitted for review by Staff.

Centennial Park Development

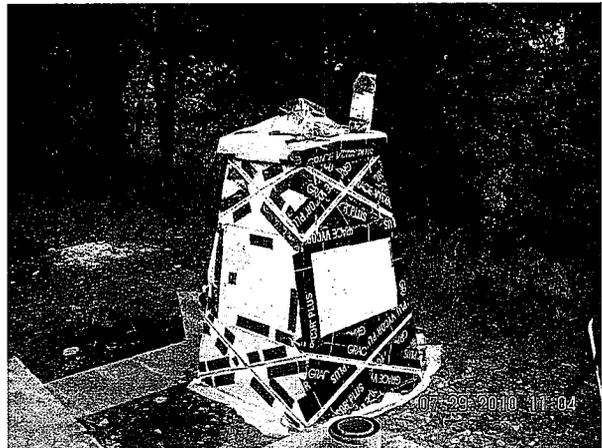
Amphitheater construction is underway. Sandblasting work is beginning. Curbs and gutters at the east parking area have been completed and are underway in the West Parking area. *The irrigation Pump Station has been tested. The sun dial has been set and concrete poured. *The project is about 70% complete. The Rifle Creek crossing at 5th Street is still closed as the handrails are yet to be installed.



Sandblasting Path



Wayside #1



Third Street Gateway

Deerfield Park Planning

*A second generation concept plan for the Park has been prepared by the Consultant. Staff has discussed these drawings and preliminary electrical plans and returned them for correction.

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. Modeling is presently underway. CDOT Transportation Commission has approved further development of the one-way couplet and has returned comments on the draft final report. *The consultant is preparing the final report.

Energy Park Improvements

Phase 1 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. *The contractor will begin work on August 2nd. Completion is expected the middle of November.

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). EPA has determined that a FONSI (Finding of No Significant Impact) will apply to this project which will require a 30 day public review process. This public review process is underway and should be completed in August.

Generator at Airport Pump Station

*The generator has been set on the pad at the station. Training has been completed with Staff and the equipment is in operation. Operation and Maintenance Manuals have been delivered for Staff review.

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 now begin in August once CDPHE has permitted land disposal at selected sites. A request for an alternate to bonding will be discussed with Council at the next meeting.

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 90% design drawing on the reconstruction of Acacia Avenue from the south end to beyond 26th Street and for South 7th Street from Taughenbaugh Boulevard to Garden Lane. Once final corrections have been made, this project will be advertised for construction.

Overlay of City Street

Ninety percent drawings have also been received for an overlay of 24th Street from Howard Avenue to the West end of the Street and Railroad Avenue from 16th Street to State Highway 13.

Development Projects

Staff is working on the following development projects:

Development projects on hold because of the present economic downturn:

Pioneer Mesa, Phase 2
Scalzo Ranch (The Grove)
Comfort Suites
Remington Square
Eagles Nest

14th Street Marketplace
West Side Mobile Homes
Whiteriver Plaza
The Farm

Development projects presently under construction include:

Rifle Heights (re-vegetation required)
Creekside Townhomes (punch list items)
Habitat Complex on Coal Mine Avenue
Napa Building
Water main at CMC (need easement and As-builts)
La Hacienda Restaurant

Projects in progress through Planning/Engineering are:

Kum & Go at Centennial Parkway and Railroad Avenue
Kum & Go at 26th Street
Queen's Crown
Roan View Industrial Park
Rimrock
Trapper Hollow
North Pasture Commercial
762 Buckhorn Drive
Rifle Regional Water Purification Facility Annexation
Rifle Airpark

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
La Hacienda sewer connection in alley
Qwest at the Railroad Avenue Bridge

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 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 14th 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. *Staff has received easements from the County for review.

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. Airport Road has been paved between Baron Lane and CMC and is in operation. A large box culvert is under construction where CR 346 joins with Baron Lane.

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. Construction is nearly complete with only testing remaining.

Garfield County Library and Future Civic Center Complex

The lower level of the parking garage has been completed and is open for parking. Entrances from both Railroad and East Avenues have been completed. Work is underway on the plaza area between City Hall and the garage. *The lower entrance to City Hall has been closed to allow work at this level. A new sign has been placed by the library identifying the facility under construction.

