



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
March 16, 2011**

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

- 6:00 P.M. Discuss Rifle Bus Circulator (Nathan Lindquist)
- 6:45 P.M. Receive presentation on temporary Rifle Community Recreation and
Wellness Center (Aleks Briedis)

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

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

- 7:00 p.m. 1. Regular Meeting Call to Order and Roll Call
- 7:03 p.m. 2. Consent Agenda – consider approving the following items:
- A. Minutes from the March 2, 2011 Regular Meeting
 - B. License Agreement with ASCAP
 - C. Administrative Sergeant job description
 - D. First Amendment to Ute Theatre Lease for Building Renovations
 - E. Expenditure of funds for Rifle Boat Ramp environmental and cultural resource studies
 - F. January Financial Report
 - G. January Sales Tax Report
 - H. Accounts Payable
 - I. Letter of support of Garfield School District No. Re-2's application to Colorado Health Foundation for implementation grant initiating school based health center

- 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. Receive presentation from Rifle High School students (Councilor Rice)
- 7:25 p.m. 6. Proclamations
A. Youth Week – May 1-7 (Rifle Lodge #2195 - Todd Saunders)
B. Arbor Day – April 23 (Tom Whitmore)
- 7:35 p.m. 7. Consider making appointment to Downtown Development Authority Board
(Nella Barker)
- 7:45 p.m. 8. Discuss Hyland Enterprises water bill and Agreement for Bulk Water Use
(Stanley Wailes)
- 7:55 p.m. 9. Consider approving portable restroom vendor for 2011 and 2012 (Tom
Whitmore)
- 8:05 p.m. 10. Receive report on and consider authorizing staff to negotiate with respect to
proposals for solid waste collection services (John Hier)
- 8:15 p.m. 11. Receive report on proposed street improvements (John Hier)
- 8:25 p.m. 12. Consider authorizing expenditure of funds for design of 2011 street
improvements (John Hier)
- 8:35 p.m. 13. Receive legislative update; consider taking positions on proposed legislation
(Mike Braaten)
- 8:45 p.m. 14. Consider appointing Alternate Representative to County Senior Programs
Board (Lisa Cain)
- 8:55 p.m. 15. Administrative Reports
A. City Manager Verbal Report
B. Other Reports
- 9:10 p.m. 16. Comments from Mayor and Council
- 9:20 p.m. 17. Executive Session for (1) conference with City Attorney for purpose of receiving
legal advice on specific legal questions under CRS 24-6-402(4)(b); and (2) purpose
of determining positions relative to matters that may be subject to negotiations,
developing strategy for negotiations, and/or instructing negotiators, under CRS
Section 24-6-402(4)(e) (Jim Neu)
- 9:50 p.m. 18. Consider authorizing expenditure of funds for Fairway Avenue
improvements (Matt Sturgeon)

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

Next Regular Meeting of Council: April 6, 2011 at 7:00 p.m.



Date: March 10, 2011
To: John Hier, City Manager
From: Aleks Briedis, Recreation Director
RE: Temporary Rifle Community Recreation and Wellness Center

City staff has been working closely with the Rifle Economic Development Corporation and the Rifle Commons to develop a program to continue current operations of The Rock Family Fitness Center and The Academy of Gymnastics. Both of these businesses were on the verge of closing and entities believed the operations should continue to provide these important amenities to the Rifle community.

The REDC has negotiated a very favorable lease with the Commons for 11,500 square feet of space. If the attached program is approved by City Council, a written agreement would be executed April 1st, with the lease commencing June 1st. The REDC would cover all tenant improvements, the cost of the lease and new gymnastics equipment. The Recreation Department would be responsible for operations of the facility.

The attached budget covers one new full-time position (a Facility Manager), part time hours to cover the front desk with one staff member during all open hours, cleaning service, utilities, lease payments for new aerobic equipment, repair to existing weight equipment, advertising and general supplies. This budget covers all costs to continue operations of the fitness area and all costs of the gymnastics area other than staffing costs of gymnastics instructors.

Currently the REDC is investigating the opportunity of contracting a private gymnastics academy to run the program. If this does not come to fruition, the Recreation Department will run the program. With either scenario, the program is expected to cover all instructor costs and contribute a minimum of \$3000 a month towards the overall expenses.

Currently the fitness center has over 110 paying members. Staff is confident that we will have at least 150 members after the first couple of months. Staff also expects on an average of 5 drop-in customers per day. The aerobics room in the back of the fitness center will be rented to independent contractors to run fitness classes. Staff expects to have the room rented 39 hours a week. These are all expected to be the minimum amounts with room to grow.

With the minimum amounts listed above the program could run at a \$95,000 deficit. Staff believes that within a couple of years, the memberships would increase to 300 members and aerobic room rentals would increase to 50 hrs a week. With this scenario, the operations would break even. To bridge the gap between these, staff will be applying for a grant from the Colorado Health Foundation to cover the deficit. All three of these scenarios are included in the attached budget.

In addition, staff will be offering additional programs to generate revenue such as Friday Night Out programs, rental of the gymnastics area during non-use hours, birthday party packages and other programs to be determined.

Staff believes this will be a great addition to the community!


CITY OF RIFLE

202 RAILROAD AVENUE • P.O. BOX 1908 • RIFLE, CO 81650
WWW.RIFLECO.ORG

(970) 665-6570 Phone • (970) 625-6285 Fax • Recreation@rifleco.org



EXPENSES

Regular Employees	\$ 49,608.00
Part-time Employees	\$ 46,125.00
Overtime	\$ -
Health Insurance	\$ 18,613.78
FICA	\$ 704.00
Medicare	\$ 1,120.00
Retirement	\$ 11,735.00
Unemployment Insurance	\$ 191.00
Workers Comp Insurance	\$ 3,204.00
Professional Services	\$ 30,000.00
Utility Services	\$ 32,000.00
Repair & Maint Services	\$ 2,000.00
Other Purchased Services	\$ 29,000.00
Dues/Memberships	\$ 500.00
Communication-Telephone	\$ 2,500.00
Advertising	\$ 6,000.00
General Supplies	\$ 6,000.00
Minor Equipment	\$ 300.00
TOTAL EXPENSES	\$ 239,600.78

HOURS OF OPERATION

M-F	5:30 AM to 9:00 PM
Saturday	8:00 AM to 8:00 PM
Sunday	Noon to 6:00 PM

REVENUES

	150 members	300 members	150 and grant
Memberships	\$ 81,000.00	\$ 162,000.00	\$ 81,000.00
Drop-in	\$ 8,750.00	\$ 17,500.00	\$ 8,750.00
Room rental	\$ 19,500.00	\$ 25,000.00	\$ 19,500.00
Gymnastics	\$ 36,000.00	\$ 36,000.00	\$ 36,000.00
HCF Grant	\$ -	\$ -	\$ 95,000.00
TOTAL REVENUES	\$ 145,250.00	\$ 240,500.00	\$ 240,250.00

NET	\$ (94,350.78)	\$ 899.22	\$ 649.22
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RIFLE CITY COUNCIL MEETING

Wednesday, March 2, 2011

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, Jonathan Rice, Jen Sanborn, Jeanette Thompson, Randy Winkler, and Mayor Keith Lambert.

OTHERS PRESENT: John Hier, City Manager; Lisa Cain, City Clerk; Matt Sturgeon, Assistant City Manager / Director of Planning; Jim Neu, City Attorney; Jim Bell, Cable 10 Manager; Michael Churchill, Cable 10 Assistant Manager; Mike Braaten, Government Affairs Coordinator; Dick Deussen, City Engineer; Daryl Meisner, Police Chief; Donna Gray; Jason Raley; Kathy Trapp; and Marge Gerloff.

CONSENT AGENDA - APPROVE THE FOLLOWING ITEMS:

- A. Minutes from the February 16, 2011 Regular Meeting
- B. Liquor License Renewal Applications for Kum & Go #921, Kum & Go #4923, and Kum & Go #4924
- C. Accept proposal for professional facilitation services by Suiter & Associates
- D. Amendment to City Manager Employment Contract
- E. Accounts Payable

Councilor A. Lambert moved to approve Consent Agenda Items A, B, C, D, and E; seconded by Councilor Miller.

Roll Call: Yes – A. Lambert, Miller, Rice (abstaining as to Item A), Sanborn, Thompson, Winkler, K. Lambert

CITIZEN COMMENTS AND LIVE CALL-IN

There were no citizen comments or live call-ins.

RECEIVE UPDATE FROM WILLIAMS ENERGY

Donna Gray, Community Affairs Representative, and Jason Raley, Environmental Specialist, Williams Production, informed Council of Williams Production's 2010 achievements and its 2011 plans.

UPDATE ON FORMER VALLEY LUMBER SITE REDEVELOPMENT – SEWER MAIN RELOCATION

Assistant City Manager / Director of Planning Matt Sturgeon reported that staff was moving ahead with relocating the sewer main that currently crosses the former Valley Lumber site.

ADMINISTRATIVE REPORTS

City Manager John Hier reported to Council on the following issues: redevelopment of the former Valley Lumber site; Pioneer Mesa Subdivision; all-hands meeting; solid waste collection request for proposals; proposed intergovernmental agreement with Garfield County about use of economic development funds; proposed agreement with New Ute Theatre Society, Inc.; and a recent meeting hosted by U. S. Representative Scott Tipton about oil shale development.

City Clerk Lisa Cain reminded Council of its upcoming workshops with the Downtown Development Authority and the Rifle Fire Protection District.

Rifle City Council Meeting, March 2, 2011

Mr. Sturgeon announced that, as a result of efforts by Planner Nathan Lindquist, the City will receive a grant in excess of \$800,000 from the U.S. Department of Housing and Urban Development, the Colorado Department of Transportation, and the Department of Local Affairs. The funds will be used for an evaluation of how transit fits into future downtown plans, an assessment of pedestrian walkability, and specific development pro forma work for West 2nd Street. Mr. Sturgeon also informed Council that the owners of the Kum & Go store at the intersection of Railroad Avenue and Highway 6 would be breaking ground soon to remodel the store. The remodeling project will result in improvements to the intersection of Railroad Avenue and Highway 6.

COMMENTS FROM MAYOR AND COUNCIL

Councilor Thompson encouraged the public to attend Symphony in the Valley's Symphony Swing events on March 4 at Grand River Hospital and March 5 at Aspen Glen Club.

Councilor Rice said that Council would receive a report at its March 16 meeting from Rifle High School students who recently visited the State Capitol. He thanked State Senator Jean White and State Representative Randy Baumgardner for meeting with the students during their visit. Councilor Rice also congratulated the undefeated Lady Bears basketball team, who will begin state playoff action at home on March 4.

Councilor Miller noted that when the Gates Foundation recently reviewed the City's financial statements, it remarked that they were the most transparent financial statements they had reviewed in 32 years. Council praised Mr. Hier and Finance Officer Charles Kelty for their achievements in this area.

Councilor A. Lambert wished Mayor Lambert a happy birthday.

Councilor Winkler remarked that he observed Police Chief Daryl Meisner doing a good job of directing traffic around an accident at the intersection of Railroad Avenue and Highway 6 early this week.

EXECUTIVE SESSION

EXECUTIVE SESSION FOR CONFERENCE WITH THE CITY ATTORNEY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE ON SPECIFIC LEGAL QUESTIONS UNDER CRS 24-6-402(4)(B); FOR THE PURPOSE OF DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS, UNDER CRS SECTION 24-6-402(4)(E); AND FOR DISCUSSION OF A PERSONNEL MATTER UNDER CRS 24-6-402(2)(F) AND NOT INVOLVING: (1) ANY SPECIFIC EMPLOYEES WHO HAVE REQUESTED DISCUSSION OF THE MATTER IN OPEN SESSION; (2) ANY MEMBER OF THIS BODY OR ANY ELECTED OFFICIAL; (3) THE APPOINTMENT OF ANY PERSON TO FILL AN OFFICE OF THIS BODY OR OF AN ELECTED OFFICIAL; OR (4) PERSONNEL POLICIES THAT DO NOT REQUIRE THE DISCUSSION OF MATTERS PERSONAL TO PARTICULAR EMPLOYEES

Councilor A. Lambert moved to adjourn to Executive Session to receive legal advice, discuss negotiations, and discuss personnel matters; seconded by Councilor Miller (7:48 p.m.).

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

Councilor Sanborn moved to adjourn from Executive Session; seconded by Councilor Thompson (8:54 p.m.).

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

Meeting adjourned at 8:55 p.m.

Lisa H. Cain
City Clerk

Keith Lambert
Mayor

LICENSE AGREEMENT - LOCAL GOVERNMENTAL ENTITIES

Agreement

between American Society of Composers, Authors and Publishers ("SOCIETY"), located at
2 Music Square West, Nashville, TN 37203

and City of Rifle, CO

("LICENSEE"), located at

202 Railroad Ave Rifle CO 81650-2218

as follows:

1. Grant and Term of License

(a) ASCAP grants and LICENSEE accepts a license to perform publicly on the "Premises" and at "Events" and "Functions," and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "ASCAP repertory." The performances licensed under this Agreement may be by means of "Live Entertainment" or "Mechanical Music". For purposes of this Agreement,

- (i) "LICENSEE" shall include the named entity and any of its constituent bodies, departments, agencies or leagues.
- (ii) "Mechanical Music" means music which is performed at the Premises by means other than by live musicians who are performing at the Premises, including, but not limited to (A) compact disc, audio record or audio tape players (but not including "jukeboxes"), (B) videotape, videodisc or DVD players; (C) the reception and communication at the premises of radio or television transmissions which originate outside the Premises; and which are not exempt under the Copyright Law; or (D) a music-on-hold telephone system operated by LICENSEE at the Premises.
- (iii) "Live Entertainment " means music that is performed at the Premises by musicians, singers or other performers.
- (iv) "Premises" means buildings, hospitals, airports, zoos, museums, athletic facilities, and recreational facilities, including, but not limited to, community centers, parks, swimming pools, and skating rinks owned or operated by LICENSEE and any site which has been engaged by LICENSEE for use by LICENSEE.
- (v) "ASCAP repertory" means all copyrighted musical compositions written or published by ASCAP members or members of affiliated foreign performing rights societies, including compositions written or published during the term of this Agreement and of which ASCAP has the right to license non-dramatic public performances.
- (vi) "Events" and "Functions" means any activity conducted, sponsored, or presented by or under the auspices of LICENSEE. Except as set forth in paragraph 2.(d) below, "Events" and "Functions" shall include, but are not limited to, aerobics and exercise classes, athletic events, dances and other social events, concerts, festivals, arts and crafts fairs, and parades held under the auspices of or sponsored or promoted by LICENSEE on the Premises.
- (vii) "Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000 (as defined in paragraph 4.(d) below).

(b) This Agreement shall be for an initial term of one year, commencing March 1, 2011, which shall be considered the effective date of this Agreement, and continuing thereafter for additional terms of one year each. Either party may give notice of termination to the other no later than thirty (30) days prior to the end of the initial or any renewal term. If such notice is given, the agreement shall terminate on the last day of the term in which notice is given.

2. Limitations On License

(a) This license is not assignable or transferable by operation of law or otherwise. This license does not authorize LICENSEE to grant to others any right to perform publicly in any manner any of the musical compositions licensed under this agreement, nor does it authorize any public performances at any of the Premises in any manner except as expressly herein provided.

(b) This license does not authorize (i) the broadcasting, telecasting or transmission or retransmission by wire, Internet, website or otherwise, of renditions of musical compositions in ASCAP's repertory to persons outside of the Premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the Premises; and (ii) performances by means of background music (such as *Muzak*) or other services delivered to the Premises. Nothing in this paragraph shall be deemed to limit LICENSEE's right to transmit renditions of musical compositions in the ASCAP repertory to those who attend Events or Functions on the Premises by means of teleconferencing, videoconferencing or similar technology.

(c) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this agreement, a dramatic performance shall include, but not be limited to, the following:

- (i) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety;
- (ii) performance of one or more musical compositions from a "dramatico-musical work (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken;

- (iii) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation;
- (iv) performance of a concert version of a “dramatico-musical work” (as hereinafter defined).
The term “dramatico-musical work” as used in this Agreement, shall include, but not be limited to, a musical comedy, opera, play with music, revue, or ballet.
- (d) This license does not authorize performances:
 - (i) at any convention, exposition, trade show, conference, congress, industrial show or similar activity presented by LICENSEE or on the Premises unless it is presented or sponsored solely by and under the auspices of LICENSEE, is presented entirely on LICENSEE'S Premises, and is not open to the general public;
 - (ii) by or at colleges and universities;
 - (iii) at any professional sports event or game played on the Premises;
 - (iv) at any permanently situated theme or amusement park owned or operated by LICENSEE;
 - (v) by any symphony or community orchestra;
 - (vi) by means of a coin operated phonorecord player (jukebox) for which a license is otherwise available from the Jukebox License Office.

3. License Fee

- (a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP a license fee which includes the total of the “Base License Fee” and any applicable “Special Events License Fees”, all of which shall be calculated in accordance with the Rate Schedule attached to and made part of this Agreement. For purposes of this Agreement,
 - (i) “Base License Fee” means the annual fee due in accordance with Schedule A of the Rate Schedule and based on LICENSEE’s population as established in the most recent published U.S. Census data. It does not include any fees due for Special Events.
 - (ii) “Special Events License Fees” mean the amount due in accordance with Schedule B of the Rate Schedule when Special Events are presented by or on behalf of LICENSEE. It does not include any Base License Fees due.
 - (iii) LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be required to pay only the fee under Schedule C of the Rate Schedule. Such leagues or associations are not subject to Schedule A or Schedule B of the Rate Schedule. Fees paid by such leagues or associations do not cover performances of the municipality, county or other local government entity represented by the league or association. Schedule C fees are not applicable to municipal, county or other local government entities.

Unless otherwise limited by law, LICENSEE shall pay a finance charge of 1.5% per month from the due date, or the maximum amount permitted by law, whichever is less, on any required payment that it is not made within thirty days of its due date.

4. Reports and Payments

- (a) Upon the execution of this Agreement, LICENSEE shall submit:
 - (i) a report stating LICENSEE’s population based on the most recent published U.S. Census data. The population set forth in the report shall be used to calculate the Base License Fee under this Agreement; and (ii) a report containing the information set forth in paragraph 4.(d) below for all Special Events that were presented between the effective date of this Agreement and the execution of this Agreement.
- (b) The Base License Fee for the first year of this Agreement and any license fees due for Special Events that were presented between the effective date of this Agreement and the execution of this Agreement shall be payable upon the execution of this Agreement.
- (c) Base License Fees for subsequent years shall be due and payable within 30 days of the renewal date of this Agreement and shall be accompanied by a statement confirming whether any Special Events were presented during the previous calendar year.
- (d) Ninety days after the conclusion of each Special Event, LICENSEE shall submit to ASCAP payment for such Special Event and a report in printed or computer readable form stating:
 - (i) the date presented;
 - (ii) the name of the attraction(s) appearing;
 - (iii) the “Gross Revenue” of the event. “Gross Revenue” means all monies received by LICENSEE or on LICENSEE’S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, “Gross Revenue” shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event;
 - (iv) the license fee due for each Special Event.
- (e) If LICENSEE presents, sponsors or promotes a Special Event that is reportable under Rate Schedule B with another person or entity licensed under an ASCAP License Agreement, LICENSEE shall indicate the name, address, phone number and ASCAP account number of the other person(s) or entity(ies) and the party responsible for payment for such Special Event. If the other party is not licensed by ASCAP, LICENSEE shall pay the license fee due hereunder, notwithstanding any agreement to the contrary between LICENSEE and the other party.

(f) LICENSEE agrees to furnish to ASCAP, where available, copies of all programs of musical works performed, which are prepared for distribution to the audience or for the use or information of LICENSEE or any department thereof. The programs shall include all encores to the extent possible. LICENSEE shall be under no obligation to furnish programs when they have not been otherwise prepared.

(g) ASCAP shall have the right to examine LICENSEE'S books and records at LICENSEE's place of business during normal business hours to such extent as may be necessary to verify the reports required by paragraph 4.(d) above. ASCAP shall have the right to adjust LICENSEE's Base License Fee based upon the most recently available revised population figures and Population Estimates Program provided by the U.S. Census Department.

5. Breach or Default

Upon any breach or default by LICENSEE of any term or condition herein contained, ASCAP may terminate this license by giving LICENSEE thirty days notice to cure such breach or default, and in the event that such breach or default has not been cured within said thirty days, this license shall terminate on the expiration of such thirty-day period without further notice from ASCAP. In the event of such termination, ASCAP shall refund on a pro-rata basis to LICENSEE any unearned license fees paid in advance.

6. Interference in Operations

ASCAP shall have the right to terminate this license upon thirty days written notice if there is any major interference with, or substantial increase in the cost of, ASCAP's operations as the result of any law in the state, territory, dependency, possession or political subdivision in which LICENSEE is located which is applicable to the licensing of performing rights. In the event of such termination, ASCAP shall refund to LICENSEE on a pro-rata basis any unearned license fees paid in advance.

7. Non-Discrimination

LICENSEE recognizes that ASCAP must license all similarly situated users on a non-discriminatory basis. LICENSEE agrees that any modifications to this Agreement by ASCAP, which are required by local, state or federal law for other municipalities, counties and other governmental entities shall not constitute discrimination between similarly situated users. Examples of such modifications are statements of equal employment opportunity or nondiscrimination on the basis of race, creed, color, sex or national origin.

8. Notices

ASCAP or LICENSEE may give any notice required by this Agreement by sending it by certified United States Mail, by generally recognized same-day or overnight delivery service or by electronic transmission (i.e., Mailgram, facsimile or similar transmission) to the appropriate person/office as listed herein. Each party agrees to notify the other of any change in contact information, such as change of address, change of person/office responsible, etc. within 30 days of such change.

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS

By _____

LICENSEE City of Rifle, CO

By _____

TITLE _____

(Fill in capacity in which signed: (a) If corporation, state corporate office held; (b) If partnership, write word "partner" under signature of signing partner; (c) If individual owner, write "individual owner" under signature.)



LOCAL GOVERNMENT ENTITIES

2011 Rate Schedule

SCHEDULE A: Base License Fee

Population Size			Base License Fee
1	to	50,000	\$309.00
50,001	to	75,000	\$615.00
75,001	to	100,000	\$740.00
100,001	to	125,000	\$986.00
125,001	to	150,000	\$1,233.00
150,001	to	200,000	\$1,603.00
200,001	to	250,000	\$1,972.00
250,001	to	300,000	\$2,343.00
300,001	to	350,000	\$2,713.00
350,001	to	400,000	\$3,083.00
400,001	to	450,000	\$3,452.00
450,001	to	500,000	\$3,823.00
500,001	and over		*** \$4,685.00

*** \$4,685.00 plus \$500 for each 100,000 of population above 500,000 to a maximum fee of \$61,652

SCHEDULE B: Special Events

The rate for Special Events shall be 1% of Gross Revenue.

"Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.

"Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

SCHEDULE C: State Municipal and/or County Leagues or State Associations of Attorneys

The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be \$309.

License Fee for Year 2012 and Thereafter

For each calendar year commencing 2012, all dollar figures set forth in Schedules A, B and C above (except for \$500 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index - All Urban Consumers (CPI-U) between the preceding October and the next preceding October. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by ASCAP.

American Society of Composers, Authors and Publishers

2 Music Square West, Nashville, Tennessee 37203

INVOICE

City of Rifle, CO 202 Railroad Ave Rifle, CO 81650-2218	February 23, 2011
Re: City of Rifle, CO 202 Railroad Ave Rifle, CO 81650-2218	
Billing Period: March 1, 2011 Thru February 29, 2012	

Annual Rate:	\$309.00
Amount Due	\$309.00

The only credit cards ASCAP accepts are MasterCard and VISA

Payment Amount: \$ _____

*Check No: _____

Credit Card No: _____ Expiration Date: _____

VISA _____ Mastercard _____

Name exactly as on Card: _____

Signature: _____

Cardholder acknowledges receipt of good and/or services in the amount of the total shown herein and agrees to perform the obligations set forth in the Cardholder's Agreement with the Issuer.

* **Please note:** "When you provide a check as payment, you authorize ASCAP to either use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. However the transaction will appear on your bank statement. If we cannot post the transaction electronically, we may present a copy of your check for payment."

License fees due and payable in advance. Retain bottom portion for your records.

City of Rifle, CO
202 Railroad Ave
Rifle, CO 81650-2218

Billing Period: March 1, 2011 Thru February 28, 2012

Annual Rate:	\$309.00
Amount Due	\$309.00



DISCLOSURE STATEMENT

This is notice that, in compliance with Title 6 of the Colorado Revised Statutes, § 6-13-103, you are entitled to receive the following information:

(a) A description of the rules and terms of royalties required to be paid under a contract requiring the payment of royalties by a proprietor to a performing rights society such as the American Society of Composers, Authors and Publishers (ASCAP);

(b) A schedule of the rates and a description of the terms of royalties required to be paid under agreements executed between you and ASCAP; and

(c) Information concerning how to obtain a current list of the copyright owners represented by ASCAP and the works licensed under the contract. Such list shall be made available within 14 days by electronic means. A proprietor may be charged for such list an amount which is not in excess of the actual cost incurred by ASCAP for providing such list.

The information provided for in (a) and (b) above is set forth in the ASCAP license agreement which you have been offered. Information concerning the "list" referred to in (c) above can be obtained by contacting John Johnson at ASCAP's offices in Nashville, ASCAP, PO Box 331608-7515, Nashville, TN 37203-9998. Additional sources of information concerning ASCAP's members and musical works in the ASCAP repertory include the following: Separate databases of works that have been registered with ASCAP since January 1, 1991, or identified in ASCAP's surveys of performed works since January 1, 1978, are available online at the ASCAP Web Site, www.ascap.com (access the "ACE Database of Musical Titles" to determine whether particular songwriters or specific songs are in the ASCAP repertory). Data similar to that contained in the ACE Database is also available on DVD-ROM and is available free of charge by written request to ASCAP, One Lincoln Plaza, New York, NY 10023, attn: Director of Repertory. More comprehensive records of the titles, dates of U.S. Copyright registration (if any), writers and current publishers or other copyright owners of all known works in the ASCAP repertory are available for public inspection at ASCAP's New York office during regular business hours. A computer-generated listing of copyrighted musical works in the ASCAP repertory may also be obtained by written request addressed to Mr. Johnson at a cost of \$2200.00 plus shipping and handling (the listing is over 10,000 pages in length). You can also call or write to our Repertory Department (Clearance Section) at our New York address (the toll-free telephone number is (800) 95-ASCAP).

Failure on ASCAP's part to provide the information set forth in (a), (b) and (c) above shall make ASCAP subject to the penalty provisions set forth in Title 6 of the Colorado Revised Statutes, § 6-13-104.

RIDER TO LICENSE AGREEMENT

LICENSEE shall have the right to rescind this agreement within 72 hours of LICENSEE's execution of this agreement, upon written notice to ASCAP.

JOB TITLE:	Administrative Sergeant	FLSA Status: Exempt
DEPARTMENT:	Police	
DIVISION:	Administration	Essential Personnel

Job Summary:

Coordinates a variety of administrative and professional duties in the coordination and oversight of assigned Police functions including law enforcement databases and computer systems, purchasing, and grant writing and administration.

Essential Duties and Responsibilities:

The following statements are illustrative of the essential functions of the job and do not include other nonessential or peripheral duties that may be required. The organization retains the right to modify or change the duties or essential functions of the job at any time.

- Performs a variety of duties as the systems administrator of Police computer systems and databases. Maintains data files and tables. Conducts initial troubleshooting of systems and programs and coordinates advanced support and assistance with outside vendors and City IT staff. Assists with and performs systems updates and upgrades. Oversees network connectivity and functionality by coordinating with IT. Oversees interface of City systems with other agencies and systems.
- Conducts training activities for staff and instructs on use of systems and data requirements. Acts as the primary department resource for other systems and applications users.
- Prepares and writes a variety of standard, ad hoc and customized reports using Crystal Reports or other report writer.
- Implements and administers a variety of police related systems including New World, DocView, Coplink, and Coplogic. Coordinates the input, output, and maintenance of data. Reviews, approves, and verifies data prepared by others to ensure legal sufficiency, completeness, accuracy and consistency. Oversees data security and retention.
- Administers police multi-media materials and programs including MVR records, digital audio records, videos, and photos. Maintains and purges materials and records according to schedules. Manages the acceptance and release of data and materials.
- Coordinates police administrative projects and programs such as the Lexipol program (standard operating procedure development). Works with consultants, external agencies and organizations to coordinate efforts and develop programs. Trains City personnel in the use of such programs.
- Purchases supplies and equipment within approved guidelines and authority. Researches vendors, items and supplies and makes recommendations for purchase.
- Performs grant administration for the Department. Locates and researches grant opportunities. Prepares grant applications. Coordinates the acceptance and implementation of grants. Administers department grants, prepares reports and maintains related records.
- Performs the duties of police officer, investigator, and Sergeant including emergency response and routine calls for service. Supervises assigned police officers in the absence of regularly assigned Sergeants.

- Serves as Acting Chief or Lieutenant when both are in absence.

Other Duties and Responsibilities:

- May represent the City in various capacities on panels, committees, task forces and relevant forums on behalf of the Chief and the Lieutenant.
- May investigate complaints and conduct internal affairs investigations as assigned by the Police Chief.
- May serve as a liaison for the purpose of establishing and maintaining interdepartmental and intra-agency relationships.
- Performs basic vehicle and equipment maintenance.
- Acts as the Police Department representative in the coordination of special events with external agencies and groups. Plans, prepares and reviews public safety and traffic control plans.
- Performs other related duties and special projects as assigned.

Experience and Training:

Minimum Education: Bachelors Degree in police science, criminal justice or a related field preferred, or equivalent training and experience.

Job Requirements: Valid Colorado Drivers License. Current Colorado Peace Officer Certification, Supervisory Certification within 6 months of appointment. Must be twenty-one years of age or older.

Special Training or Experience: Successful completion of Handgun Qualification training, and first aid and CPR certifications. At least 2 years of experience with police records systems such as New World Systems.

Work Experience in Positions Similar or Related to This Job: Requires at least 1 year of progressively responsible police patrol experience as a sworn police officer with no felony convictions, convictions of moral turpitude, or domestic violence. Requires 1 to 2 years of experience in working with law enforcement related databases and computer systems.

Knowledge, Skills, and Abilities:

- Knowledge of the principles, practices and operating requirements of municipal government and law enforcement including management requirements such as regulatory compliance and reporting, budgeting, financial and project management.
- Knowledge of the current law enforcement techniques and guidelines for purposes of assisting other personnel, and training and instructing others in these areas.
- Demonstrated ability to manage personnel including familiarity with Federal, State and City statutes and policies and knowledge of administrative functions.
- High level of interpersonal and organizational skills, tact, and ability to resolve problems and manage conflict.
- Ability to own a firearm.

- Knowledge of the theories, principles, and practices associated with conflict management, the ability to identify threatening situations, and the ability to de-escalate aggressive behavior, resolve problems and manage conflict.
- Ability to handle stressful situations, work well under pressure, and interact with all types of individuals.
- Ability to establish and maintain effective working relations with employees, supervisors, suspects, and the general public.

Reporting Relationships:

This Position Reports to: Chief of Police

This Position has Supervisory and/or Management Responsibility for: None. May perform supervisory duties as a patrol sergeant on a back-up or temporary basis.

Equipment Used:

Standard office equipment including computer, printer, copier, telephone, typewriter, camera, calculator. Police equipment including but not limited to two-way radio, cell phone, pager, cassette recorder, vehicle, handcuffs, duty belt, handgun, shotgun, other firearms, radar, bulletproof vest, flashlight, spotlight, baton, intoxillizer, P.B.T., VCR, video camera, and restraint systems.

Physical Requirements:

The physical demands described are representative of those that must be met by an employee to successfully perform the essential duties and responsibilities of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential duties and responsibilities.

- Ability to conduct activities involving walking 10% of the time, standing 10% of the time, and sitting 80% of the time.
- Ability to conduct activities involving climbing, balancing, stooping, kneeling/bending, crouching, crawling, twisting, climbing, and reaching on a frequent basis.
- Ability to lift and carry up to 10lbs., push or pull up to 10 lbs. on a daily basis. Ability to lift and carry up to 25 lbs. on a weekly basis, push or pull up to 50 lbs., occasionally and move up to 200 lbs. with leveraging aids.
- Ability to participate in routine conversation in person or via telephone/radio and to distinguish voice, signals, and other auditory tones.
- Ability to distinguish objects in low and bright light using visual capacity including peripheral vision, depth perception, color vision, and far and near acuity in order to observe all elements of an operational zone and document the results.
- Ability to operate vehicles.

Environmental Exposure:

Approximately 10% of this position's duties are performed outside, with 90% performed inside. The incumbent may be exposed to adverse weather conditions, odors, dust, mists, and gases, as well as hazardous materials, health threats and blood-borne pathogens on an infrequent basis; infrequently exposed to toxic and caustic chemicals.

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

This FIRST AMENDMENT TO 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, 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 and Lessor entered into that certain Lease of the Premises for the purpose of renovating the theatre building, which Lease commenced August 12, 2010 with a term terminating March 31, 2011 (the “Lease”); and

WHEREAS, because of unforeseen delays related to the renovation of the theatre building, the parties desire to extend the Lease term.

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. Section 2 of the Lease shall be amended as follows with an additional six (6) months added to the initial term:

The initial term of the Lease shall be from 5:00 pm on August 12, 2010 to 5:00 pm on September 30, 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. Lease Ratification. All other terms of the Lease are hereby affirmed and ratified by the parties.

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



Memorandum

March 9, 2011

Rifle City Council
202 Railroad Ave.
Rifle, CO 81650

RE: Rifle Boat Ramp Environmental and Cultural Resource Studies

Dear Council,

The Visitor Improvement Fund Board voted unanimously to approve the budgeted expenditure of \$20,000 for the needed Environmental Studies as well as the Cultural Resources Study in order to obtain the Lease Agreement with CDOT for the new boat ramp relocation area.

We chose Steve Dahmer with Environmental Solutions, Inc. from Rifle to conduct a formal wetlands delineation report as well as perform a habitat assessment of Threatened and Endangered species in the project area. He will be the single point of contact with CDOT as requested by them. The Cultural Resource Study will be conducted by Metcalf Archeological Consultants, Inc. out of their Grand Junction Office.

Estimated costs include \$6,548.00 for the Wetland Delineation Study and \$4,870.50 for the T & E Species Habitat Assessment. The Cultural Resource Study is estimated to cost up to \$2,800.00. Total estimated for all the studies is \$14,218.50, barring any new finding of archeological sites.

Thank you for your consideration.

Sincerely,

Scott Becker
VIF Board Chairman



Environmental Solutions, Inc.

600 CR 216 Rifle, Colorado 81650

(970) 618-6841 phone ~ (970) 625-1673 fax

email sdahmer@mailcw.com

January 11, 2011

Attn: Helen Rogers
Visitor Improvement Group
City of Rifle
202 Railroad Ave.
Rifle, CO 81650

Helen:

Attached is a standard work commencement agreement and cost estimate you requested for the wetland delineation and necessary preliminary habitat assessment for T&E species for the Rifle rest area boat ramp relocation project. Based on our brief discussion and the preliminary map figures you sent, I inspected the approximate proposed project location this afternoon and respectfully submit the following proposal. It appears the road access, parking area and associated trails will all fall in a fairly complex former floodplain area, with linear strips of wetlands meandering throughout the entire site. There will undoubtedly be necessary 404 permitting actions and associated mitigation efforts associated with this project as it is currently designed. The following cost estimate only details the wetland delineation and T&E species assessment required by CDOT. The T&E species consultation should be routine for the area. I can put together a separate cost estimate for the necessary permitting and mitigation planning that will be necessary to satisfy the USACE at a later date.

If the scope of work is acceptable, you can return a signed copy of the Agreement at your earliest convenience. I can arrange to begin work on the wetland delineation as early as February, but any delineation done during winter months and under snow cover is completed under special guidance per USACE guidelines and is treated as a "preliminary JD," which generally illicit increased scrutiny from the USACE. I would recommend conducting the delineation under "normal circumstances" in early spring once we have a bit of green showing, a practice the USACE prefers. This circumstance usually occurs by the end of April in this area. The T&E assessment can be done at any time.

Please call me if you have any questions.

Sincerely,

Steve D. Dahmer
Encl.

Work Commencement Agreement

Project Location: Rifle Rest Area Boat Ramp Relocation, Rifle, Colorado—wetland delineation and preliminary habitat assessment for T&E species.

Environmental Solutions, Inc. (“ESI”) proposes to complete two tasks:

1. Conduct a formal wetland delineation for the City of Rifle (the “Client”) and complete a standard report of the findings appropriate for submittal to the U.S. Army Corps of Engineers (“USACE”), the regulating agency. ESI will complete the necessary field work, data collections and composition of a formal jurisdictional determination report, complete with photographic record, that will meet specifications required by the USACE. Client will be responsible for providing surveying of the delineated areas through Bookcliff Survey of Rifle, Colorado, and will further be responsible for obtaining the final jurisdictional determination concurrence and any permitting necessary for the project from the USACE, which work may be done by ESI under separate contract.
2. ESI will also conduct a preliminary habitat assessment for Threatened and Endangered species in the project area. This work shall include a) initial contact with the USFWS, the principal regulatory agency, to establish concurrence on an appropriate species list for study, b) standard research, including field work, to determine presence/absence of listed species and habitat in the project area, and c) preparation of a technical memorandum summarizing the habitat assessment findings.

This work contract presents ESI’s proposed scope of work, estimated project costs and fee schedule for completing the wetlands delineation and T&E habitat assessment on property described above.

SCOPE OF SERVICES

1. Conduct a formal wetland delineation for submittal to the USACE, including installation of adequate test pits to assess soils and hydrology parameters, detailed photographic documentation, complete community type and plant species identification and inventory standard to Clean Water Act requirements. ESI will flag detailed wetland boundaries on the proposed recreation facility property. Bookcliff Survey shall field-stake the bounds of the proposed facility and all its features, including a 50-foot buffer area around all proposed features prior to ESI conducting the delineation field work.
2. Generate a standard delineation report for submittal to the USACE, complete with standard data sheets, maps and photo documentation of the site.
3. Conduct preliminary consultation with USFWS, determine appropriate T&E species list for project area, conduct standard research and site surveys for a preliminary habitat assessment pertinent to said species list, and complete a technical memorandum summarizing the findings.

Exclusions: Surveying expenses are not included in the scope of services nor in the cost estimates contained in the Work Commencement Agreement. All surveying of the delineated area to be done by Bookcliff Survey of Rifle, Colorado at Client’s sole expense. ESI may modify graphic components to generate adequate AutoCAD maps for submittal to the USACE. Surveying expenses ARE NOT included in this bid.

ESTIMATED COSTS

Our cost estimates are based upon our previous experiences with numerous wetlands and T&E habitat assessments in this region. We anticipate the fees for both aspects of project completion will be in the range of \$10,875-\$12,560, depending upon outcome of data collections. Median expected cost is \$11,418.50. Tables of line-item cost estimates follow. This figure is not a maximum fee, but is simply an estimate to allow the Client to budget appropriately. If ESI determines, after work commences, that the costs will be exceeding the estimate by a significant amount, ESI will notify the Client with reasons for the increased costs and obtain the Client's concurrence to proceed with the project. In all cases, the work will be completed at the highest level of professional integrity and in the most cost-effective manner possible.

Line-Item Cost Estimates for Rifle Rest Area Boat Ramp Relocation Project

Work Cost Estimate: Wetland Delineation

Work Item	Hours	Cost
Preliminary research of site conditions, soils data, aerial photographs, NWI, etc	3.0	\$ 405.00
Install monitoring wells, record soil/hydrology data, vegetation identification	10.0	\$ 1350.00
Photographic documentation of wells and site	0.5	\$ 67.50
Conduct Delineation and flag boundaries/# flags	8	\$ 1080.50
Conduct GPS data gathering (Surveying by others)	0.0	\$ 0.00
Data Input and Analysis/Detailed Soils research/NRCS mapped type discrepancies/etc	4.5	\$ 650.00
AutoCAD map creation (Map format per USACE stds)	8.0	\$ 1080.00
Write Report/Process & Import Photos/Rapanos forms/etc	8.5	\$ 1150.00
Prepare permit applic/supplemental info blocks/cover letter/etc (to be done under separate contract)	0.0	\$ 0.00
Prepare mitigation plan per USACE stds (to be done under separate contract)	0.0	\$ 0.00
Submit Report/Field Verification & Report Edits w. Client	4.5	\$ 650.00
Printing, Binding and Photo Reproduction Costs (10 copies)	NA	\$ 65.00
Mileage (to/from site and meetings w. Client)	NA	\$ 50.00
TOTAL ESTIMATED COST		\$6,548.00

Work Cost Estimate: T&E Species Habitat Assessment

Work Item	Hours	Cost
Preliminary Consultation w. USFWS/establish species list/etc	4.5	\$ 650.00
Research std data sources (CNHP, CDOW, USFWS, professional texts, journals, etc)	10.0	\$ 1350.00
Site visit, verification of presence/absence species/habitat indices/etc, photographic documentation/etc	4.0	\$ 540.00
Write technical memorandum summarizing findings	12.0	\$ 1650.00
Photo doc/cover letter/edits/etc	3.5	\$ 475.50
Submit Report/Meet w/Client	1	\$ 135.00
Printing, Binding and Photo Reproduction Costs (10 copies)	NA	\$ 45.00
Mileage (to/from site and meetings w. Client)	NA	\$ 25.00
TOTAL ESTIMATED COST		\$4,870.50

TERMS

Payment shall be made in full by the Client upon submission of invoices by ESI. It is agreed that itemized statements of work completed shall be billed to the Client on a monthly basis. Upon completion of project, any outstanding time shall be paid in full.

FEES

The Client agrees to pay fees for services provided on this matter, based upon the following agency rates:

Principal Ecologist: \$135.00 / hour
Project Manager: \$ 85.00 / hour
Field Technician: \$ 65.00 / hour
Secretary: \$ 35.00 / hour
Engineers: cost + 15%
Geophysical survey: cost + 15%
Geologist: cost + 15%
Subcontractors: cost + 15%
Auto mileage: \$ 0.79 / mile

The above hourly rates are subject to adjustment in January of every calendar year without prior notice. Hourly billing will be to the quarter (1/4) of an hour for time spent on this matter. "Time spent" includes telephone and personal conferences with all ESI firm personnel, research, conferences, land-use hearing appearances, preparation and review of necessary documents and correspondence.

DEPOSIT

Standard ESI policy requires an initial deposit (the "Deposit") of one-third of the total estimated project cost prior to work commencement. The Deposit for this project is **\$ WAIVED**. This Deposit is a partial advance against anticipated consulting fees and disbursements and must be paid before ESI will commence work upon the matter. The Deposit will be held in the firm's account and applied in increments against any outstanding Client bills for consulting services and disbursements. If the Deposit is exhausted prior to the conclusion of this matter due to the Client's failure to pay any outstanding invoice, ESI reserves the right to request replenishment of the Deposit in the original amount contained hereinabove before additional work is performed. Further, ESI reserves the right to charge the Client interest, not to exceed 20% per annum, on any bill outstanding for more than thirty days. **The Deposit is non-refundable** and is the minimum the Client will be charged for consulting services and costs associated with this matter.

WORK ORDER MODIFICATION

All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications will require a written change order. Any costs associated with a work order modification shall become an extra charge over and above the original work estimate. All elements of this Agreement are contingent upon strikes, accidents or delays beyond ESI control. The estimate does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has commenced. The cost estimates are subject to change pending outcome of data collections. It is agreed and understood by the Client that approval or denial of any land use action based on the environmental aspects of the project is neither provided nor inferred under this Agreement.

TERMINATION AND NOTIFICATION

Either party has the right to terminate this Agreement by giving 10 days written notice to the other party. All notices, demands and communications hereunder shall be served or given by personal delivery or sent by certified mail, return receipt requested, postage prepaid, and, if mailed to ESI, shall be addressed to Environmental Solutions, Inc. at 600 CR 216, Rifle, Colorado 81650, or such other address as may be requested by ESI in writing, and, if mailed to the Client, shall be addressed to City of Rifle, 202 Railroad Ave., Rifle, Colorado 81650, or such other address as may be requested by the Client in writing. Any notice sent by mail as set forth above shall be deemed served or given when received or two business days after deposit in any receptacle maintained by the United States Postal Service, whichever first occurs.

Any outstanding amounts due for work completed or disbursements made through the date of receipt of the termination notice, shall survive any and all terminations. Upon termination, a final billing shall be prepared by ESI and all outstanding fees due shall be paid in full by the Client within 5 business days of receipt of the final billing. Upon termination of this Agreement and receipt of payment in full for services rendered, neither party shall have any further obligations to the other party.

LITIGATION

In the event of any litigation between the parties hereto concerning this Agreement and the enforcement hereof, the prevailing party in such action, as determined by the Court in such action, shall be entitled to receive from the other party all reasonable costs and expenses of the prevailing party, including, but not limited to, attorneys fees incurred by the prevailing party in such action in the amount determined by the Courts in such action. Both parties agree that venue shall be in the Garfield County District Court, Garfield County Colorado and that the Garfield County District Court shall be the exclusive forum available to the parties for litigation. The parties expressly waive their rights to commence litigation in any other court other than Garfield County District Court, Garfield County, Colorado and further waive their right to commence litigation in any federal court. The parties agree that any litigation associated with this Agreement shall be construed and governed by the laws and statutes of the State of Colorado.

BINDING AGREEMENT

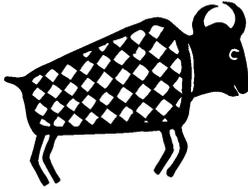
This Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by both parties. By signing below, the Client acknowledges that this Agreement has been carefully reviewed and its content understood and the Client agrees to be bound by all of its terms and conditions. Furthermore, the Client acknowledges that ESI has made no representations to the Client regarding the outcome of the land use decisions that the governmental agencies will make and for which ESI has been retained.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby accepted. Environmental Solutions, Inc. is authorized to do the work as specified. Payment shall be made as outlined above.

EXECUTED this _____ day of _____, 2011.

City of Rifle

By: _____



Metcalfe Archaeological Consultants, Inc.

10 March 2011

Helen Rogers
City of Rifle
Visitor Improvement Fund
202 Railroad Avenue
Rifle, CO 81650

RE: Scope and Cost Estimate for a Class III Cultural Resources Inventory for the Rifle Boat Ramp Development Project in Rifle, Garfield County, Colorado

Dear Ms. Rogers,

Metcalfe Archaeological Consultants, Inc. (MAC) is pleased to offer this proposal and cost estimate for cultural resource studies for the Rifle Boat Ramp Development Project in Rifle, Garfield County, Colorado. It is our understanding that the City of Rifle proposes to develop a parcel for enhanced river access and recreation which is located between the Colorado River and Interstate 70 in Rifle. The proposed development will entail construction of a boat ramp, parking lot and accompanying facilities, access road, and a pedestrian trail. The area-of-potential effects (APE) encompasses the area of the proposed construction impacts; the APE totals approximately 12 acres. Agency oversight to ensure compliance with both the National Environmental Policy Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) will be provided by the Colorado Department of Transportation (CDOT) on behalf of the Federal Highways Administration (FHWA).

Based on preliminary examination of the Office of Archaeology and Historic Preservation's (OAHP) on-line database, previous survey work has been conducted in the area for various projects, but the proposed project area has not been surveyed. Additionally, no cultural resources have been previously recorded within the project area, although numerous historic sites have been documented nearby (e.g., 5GF457 Rifle Bridge; 5GF1000.5 Denver & Rio Grande Railroad; 5GF1453 3rd Street Bridge). Our scope of work includes completion of 3 tasks: 1) files search and literature review; 2) field survey; 3) Class III inventory report. The estimated costs for completion of these tasks are not-to-exceed **\$2500**.

Project Assumptions

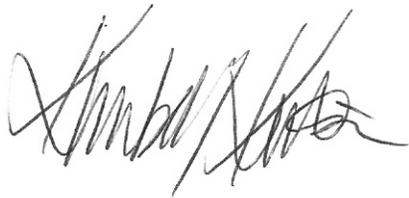
The schedule, scope, and costs are based upon the assumptions below:

- The costs are based on the current project understanding and project maps received March 10, 2011.
- The client is responsible for gaining permission to access any private property.

- The client will supply Metcalf Archaeological Consultants with ESRI GIS data files for the project area.
- Visual APE assessment for nearby historic properties is not included in this scope.
- Based on preliminary research, we are not expecting to encounter cultural resources. As such, recordation of sites is not included in this scope and cost. If resources are encountered we will need to complete the required documentation. You will be notified should sites be encountered.
- Any historic architecture (buildings, structures, objects) encountered may need to be evaluated by an architectural historian or historic archaeologist (as per the Secretary of Interior's Standards). Costs for this level of effort are beyond this scope of work and are not considered in this proposal. If resources are found that may warrant this specialization, MAC will consult with CDOT, and if CDOT requests, MAC will subcontract with one of several historical specialists permitted by the State to assist in recording and evaluating such resources.
- Evaluative testing of any cultural resources is not included in this estimate.
- The cost assumes no collection or curation of artifacts.

Thank you for contacting us and we look forward to working with you. Please do not hesitate to contact me with any questions or concerns at (970) 434-9080 or (970) 471-4929.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kimberly Kintz', written in a cursive style.

Kimberly Kintz, M.A., RPA
Project Manager/Colorado Regional Manager
Metcalf Archaeological Consultants, Inc.



MEMORANDUM

To: John Hier, City Manager
From: Charles Kelty, Finance Director *CK*
Date: March 10, 2011
Subject: January 2011 Financial Reports

Attached are the Financial Reports for the month ending January 31, 2011. Below are a few comments:

Page 3 **General Fund Revenues** – Total revenues are \$452,594, which compared to the prior year of \$356,684 is \$95,910 and 27% higher. Sales Tax revenues were 13% higher than the prior year.

General Fund Expenditures – Total expenditures are \$496,229, which compared to the prior year of \$532,031 is \$35,802 and 7% less.

Page 4 **Parks & Recreation Fund Revenues** – Total revenues are \$142,826, which compared to the prior year of \$125,815 is \$17,011 and 14% higher. Sales Tax revenues were 13% higher than the prior year.

Parks & Recreation Fund Expenditures – Expenditures are \$104,568, which compared to the prior year of \$289,358 is \$184,790 and 64% less.

Page 5 **Water Fund Revenues** – Overall, revenues are \$158,070, which compared to the prior year of \$134,683 is \$23,387 and 17% higher. Operating revenues were 17% higher than the prior year. Water rights revenues were 56% higher than prior year. Capital revenues were 39% less than the prior year.

Water Fund Expenses – Overall, total expenses are \$163,989, which compared to the prior year of \$141,819 is \$22,170 and 16% higher. Operating and Maintenance expenses are 23% higher than last year. Water rights expenses are 11% less than last year. Water System Improvements (Capital) expenses is 24% less than last year.

Page 6 **Wastewater Fund Revenue** – Total revenues are \$187,710, which compared to the prior year of \$202,878 is \$15,168 and 7% less.

Wastewater Expenses – Total expenses were \$527,438, which compared to the prior year of \$579,883 is \$52,445 and 9% less.



Page 7

Sanitation Fund Revenues – Total revenues are \$47,406, which compared to the prior year amount of \$47,844 is \$438 and 0.9% less.

Sanitation Fund Expenses – Total expenses are \$61,935, which compared to the prior year amount of \$48,341 is \$13,594 an 28% higher.

Pages 8

Visitor Improvement Fund – Total revenues are \$7,554, which compared to the prior year amount of \$8,160 is \$606 and 7% less. Total expenses are \$5,360.

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 1 MONTHS ENDING JANUARY 31, 2011

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
GENERAL REVENUES	7,095,545.00	452,594.08	452,594.08	6,642,950.92	356,683.72
	7,095,545.00	452,594.08	452,594.08	6,642,950.92	356,683.72
<u>EXPENDITURES</u>					
MAYOR/COUNCIL	75,239.00	4,106.07	4,106.07	71,132.93	3,903.07
CITY CLERK	165,026.00	9,669.75	9,669.75	155,356.25	9,089.98
MUNICIPAL COURT	181,381.00	11,612.65	11,612.65	169,768.35	10,097.04
CITY MANAGER	169,532.00	9,991.85	9,991.85	159,540.15	13,383.18
GOVERNMENT AFFAIRS	155,967.00	7,938.86	7,938.86	148,028.14	14,014.48
FINANCE	375,048.00	25,722.13	25,722.13	349,325.87	34,541.12
ATTORNEY	270,500.00	20,113.20	20,113.20	250,386.80	16,027.35
PLANNING/ZONNING	432,865.00	22,821.25	22,821.25	410,043.75	30,847.65
CITY HALL	149,406.00	9,601.31	9,601.31	139,804.69	7,651.29
GROUNDS AND FACILITY MAINT.	37,565.00	3,189.69	3,189.69	34,375.31	3,586.70
COMMUNITY ACCESS TV	121,605.00	6,675.89	6,675.89	114,929.11	6,277.06
POLICE	2,322,945.00	127,635.42	127,635.42	2,195,309.58	136,546.28
JUSTICE CENTER BLDG. OPERATION	398,798.00	8,287.04	8,287.04	390,510.96	5,742.76
BUILDING INSPECTIONS	150,563.00	8,123.60	8,123.60	142,439.40	13,980.20
STREETS	913,299.00	62,328.60	62,328.60	850,970.40	60,307.99
CONSTRUCTION CREW - INHOUSE	180,938.00	10,708.01	10,708.01	170,229.99	13,000.19
PUBLIC WORKS	257,495.00	7,803.05	7,803.05	249,691.95	16,328.34
ANIMAL SHELTER	92,363.00	5,803.85	5,803.85	86,559.15	5,736.76
CEMETERY O & H	61,750.00	4,928.94	4,928.94	56,821.06	3,514.68
SENIOR CENTER	439,468.00	24,729.69	24,729.69	414,738.31	25,685.06
NON DEPARTMENTAL	523,288.00	104,437.69	104,437.69	418,850.31	97,355.50
HOUSING AUTHORITY	.00	.00	.00	.00	4,413.66
OPERATING TRANSFERS OUT	90,000.00	.00	.00	90,000.00	.00
	7,565,041.00	496,228.54	496,228.54	7,068,812.46	532,030.34
	(469,496.00)	(43,634.46)	(43,634.46)	(425,861.54)	(175,346.62)

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 1 MONTHS ENDING JANUARY 31, 2011

PARKS & RECREATION

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
PARKS AND REC REVENUE -	2,744,340.00	142,825.90	142,825.90	2,601,514.10	125,814.80
	<u>2,744,340.00</u>	<u>142,825.90</u>	<u>142,825.90</u>	<u>2,601,514.10</u>	<u>125,814.80</u>
<u>EXPENDITURES</u>					
RECREATION	549,128.00	30,076.40	30,076.40	519,051.60	35,130.92
POOL	206,464.00	287.88	287.88	206,176.12	65.93
PARK MAINTENANCE	986,428.00	37,667.47	37,667.47	948,760.53	37,270.18
PARKS CAPITAL	530,327.00	7,415.90	7,415.90	522,911.10	191,303.40
NON-DEPARTMENTAL	83,474.00	23,544.30	23,544.30	59,929.70	20,011.00
OPERATING TRANSFER OUT	66,917.00	5,576.42	5,576.42	61,340.58	5,576.42
	<u>2,422,738.00</u>	<u>104,568.37</u>	<u>104,568.37</u>	<u>2,318,169.63</u>	<u>289,357.85</u>
	<u>321,602.00</u>	<u>38,257.53</u>	<u>38,257.53</u>	<u>283,344.47</u>	<u>(163,543.05)</u>

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CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 1 MONTHS ENDING JANUARY 31, 2011

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WATER REVENUE	2,575,147.00	145,554.11	145,554.11	2,429,592.89	124,857.60
WATER RIGHTS REVENUE	40,389.00	10,713.02	10,713.02	29,675.98	6,854.85
CAPITAL REVENUE	782,569.00	1,802.83	1,802.83	780,766.17	2,970.08
	<u>3,398,105.00</u>	<u>158,069.96</u>	<u>158,069.96</u>	<u>3,240,035.04</u>	<u>134,682.53</u>
<u>EXPENDITURES</u>					
WATER O&H	2,904,062.00	142,126.32	142,126.32	2,761,935.68	115,260.49
WATER RIGHTS	138,750.00	11,443.50	11,443.50	127,306.50	12,838.65
WATER SYSTEM IMPROVEMENTS	2,299,985.00	10,419.17	10,419.17	2,289,565.83	13,720.32
	<u>5,342,797.00</u>	<u>163,988.99</u>	<u>163,988.99</u>	<u>5,178,808.01</u>	<u>141,819.46</u>
	<u>(1,944,692.00)</u>	<u>(5,919.03)</u>	<u>(5,919.03)</u>	<u>(1,938,772.97)</u>	<u>(7,136.93)</u>

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CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 1 MONTHS ENDING JANUARY 31, 2011

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WASTE WATER REVENUE	2,302,935.00	187,850.00	187,850.00	2,115,085.00	202,962.30
WASTE WATER REVENUE	44,324.00	(139.58)	(139.58)	44,463.58	(84.28)
	<u>2,347,259.00</u>	<u>187,710.42</u>	<u>187,710.42</u>	<u>2,159,548.58</u>	<u>202,878.02</u>
<u>EXPENDITURES</u>					
SEWER O&H	2,835,939.00	527,438.08	527,438.08	2,308,500.92	502,473.48
SEWER SYSTEM IMPROVEMENTS	339,584.00	.00	.00	339,584.00	77,409.08
	<u>3,175,523.00</u>	<u>527,438.08</u>	<u>527,438.08</u>	<u>2,648,084.92</u>	<u>579,882.56</u>
	<u>(828,264.00)</u>	<u>(339,727.66)</u>	<u>(339,727.66)</u>	<u>(488,536.34)</u>	<u>(377,004.54)</u>

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CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 1 MONTHS ENDING JANUARY 31, 2011

SANITATION FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
SANITATION FUND	575,714.00	47,406.46	47,406.46	528,307.54	47,844.45
	575,714.00	47,406.46	47,406.46	528,307.54	47,844.45
<u>EXPENDITURES</u>					
SANITATION	731,936.00	61,935.19	61,935.19	670,000.81	48,341.27
	731,936.00	61,935.19	61,935.19	670,000.81	48,341.27
	(156,222.00)	(14,528.73)	(14,528.73)	(141,693.27)	(496.82)

(7)

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 1 MONTHS ENDING JANUARY 31, 2011

VISITOR IMPROVEMENT FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
VISITOR IMPROVEMENT	118,686.00	7,553.99	7,553.99	111,132.01	8,160.42
	118,686.00	7,553.99	7,553.99	111,132.01	8,160.42
<u>EXPENDITURES</u>					
VISITOR IMPROVEMENT	293,452.00	5,359.88	5,359.88	288,092.12	123.18
	293,452.00	5,359.88	5,359.88	288,092.12	123.18
	(174,766.00)	2,194.11	2,194.11	(176,960.11)	8,037.24



MEMORANDUM

To: John Hier, City Manager
 From: Charles Kelty, Finance Director
 Date: March 10, 2011
 Subject: January 2011 Sales, Lodging, and Use Tax Report *ck*

Total Sales, Lodging, and Use Tax revenues, for the month ended January 31, 2011, is \$499,002, \$52,308 and 12% higher than the prior year.

Sales tax revenues are \$463,356; 13% higher than last year.

Lodging Taxes revenues are \$7,507; 5% less than last year. Building and Motor Vehicle Use Tax revenues are \$28,139 and approximately the same (.05% less) as last year.

**Sales Tax Report
 Prior Year Comparison**

Business Category	For Sales in January			Year-to-Date		
	2010	2011	% Change	2010	2011	% Change
Bars and Restaurants	\$ 43,265	\$ 44,163	2%	\$ 43,265	\$44,163	2%
Car Parts and Sales	26,268	33,316	27%	26,268	33,316	27%
Food	65,456	67,947	4%	65,456	67,947	4%
General Retail	165,698	173,265	5%	165,698	173,265	5%
Hardware	18,355	28,905	57%	18,355	28,905	57%
Liquor Stores	13,474	13,038	-3%	13,474	13,038	-3%
Motels	11,244	10,696	-5%	11,244	10,696	-5%
Oil & Gas	14,423	36,902	156%	14,423	36,902	156%
Leasing/Misc	4,106	4,147	1%	4,106	4,147	1%
Utilities	48,370	50,976	5%	48,370	50,976	5%
Total Sales Tax	\$ 410,660	\$ 463,356	13%	\$ 410,660	\$ 463,356	13%
Fund Allocation:						
General Fund	\$224,971	\$253,840	13%	\$224,971	\$253,840	13%
Street Improvement	58,666	66,194	13%	58,666	\$66,194	13%
Rifle Information Center	9,692	10,935	13%	9,692	\$10,935	13%
Parks & Recreation	117,332	132,387	13%	117,332	\$132,387	13%
Total Sales Tax	\$410,660	\$463,356	13%	\$410,660	\$463,356	13%

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1003						
Action Shop Services, Inc						
	SI57651	PROPANE FUEL	02/14/2011	10.85	.00	
	SI57758	PROPANE FUEL	02/22/2011	13.72	.00	
	SI57832	PROPANE FUEL	02/24/2011	12.76	.00	
	SI57836	PROPANE FUEL	02/24/2011	12.12	.00	
Total 1003:				49.45	.00	
1004						
Verizon Wireless						
	0951543097	water	02/18/2011	48.91	48.91	03/04/2011
	0951543097	ww	02/18/2011	48.92	48.92	03/04/2011
	0951543097		02/18/2011	38.07	38.07	03/04/2011
	0951543097	ANIMAL SHELTER	02/18/2011	73.63	73.63	03/04/2011
	0951543097	BUILDING	02/18/2011	119.60	119.60	03/04/2011
	0951543097	CITY HALL	02/18/2011	21.53	21.53	03/04/2011
	0951543097	CEMETERY	02/18/2011	21.54	21.54	03/04/2011
	0951543097	CH13	02/18/2011	38.00	38.00	03/04/2011
	0951543097	GROUNDNS	02/18/2011	43.07	43.07	03/04/2011
	0951543097	CITY MANAGER	02/18/2011	52.55	52.55	03/04/2011
	0951543097	CC	02/18/2011	47.56	47.56	03/04/2011
	0951543097	GOV AFFAIRS	02/18/2011	52.55	52.55	03/04/2011
	0951543097	IT	02/18/2011	577.48	577.48	03/04/2011
	0951543097	MAYOR	02/18/2011	33.72	33.72	03/04/2011
	0951543097	PARKS	02/18/2011	269.17	269.17	03/04/2011
	0951543097	PLANNING	02/18/2011	98.32	98.32	03/04/2011
	0951543097	POLICE	02/18/2011	1,333.43	1,333.43	03/04/2011
	0951543097	PW	02/18/2011	52.55	52.55	03/04/2011
	0951543097	REC	02/18/2011	297.81	297.81	03/04/2011
	0951543097	SANITATION	02/18/2011	38.07	38.07	03/04/2011
	0951543097	SENIOR	02/18/2011	32.81	32.81	03/04/2011
	0951543097	STREETS	02/18/2011	216.73	216.73	03/04/2011
	0951543097	UTILITIES	02/18/2011	53.31	53.31	03/04/2011
	0951543097	WW	02/18/2011	330.04	330.04	03/04/2011
	0951543097	WATER	02/18/2011	124.05	124.05	03/04/2011
	0951543097	PW	02/18/2011	18.39	18.39	03/04/2011
	0951543097	O&M	02/18/2011	13.38	13.38	03/04/2011
	0951543097	STREET IMPROVEMENT	02/18/2011	7.39	7.39	03/04/2011
	0951543097	WATER OM	02/18/2011	13.39	13.39	03/04/2011
	0951543097	CITY CLERK	02/18/2011	52.55	52.55	03/04/2011
Total 1004:				4,168.52	4,168.52	
1018						
Valley Lumber						
	50490	HEATER	01/05/2011	229.99	.00	
	50708	DRILL BIT	01/12/2011	12.49	.00	
	51281	BOLT	02/01/2011	5.79	.00	
	51955	SAW BLADE	02/23/2011	36.45	.00	
	52032	TOOL BOX	02/25/2011	5.49	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1018:				290.21	.00	
1022						
Central Distributing Co						
	863254	Supplies	02/22/2011	385.29	.00	
	863255	Supplies	02/22/2011	419.43	.00	
Total 1022:				804.72	.00	
1023						
Chelewski Pipe & Supply						
	020411	PLUGS	02/04/2011	97.98	.00	
Total 1023:				97.98	.00	
1041						
Colo Dept Of Public Hlth & Env						
	030411	DEMO APPLICATION	03/04/2011	100.00	100.00	03/04/2011
Total 1041:				100.00	100.00	
1055						
Columbine Ford, Inc						
	104399	SHOP STOCK-PLUG/GASKET/H	02/02/2011	90.14	.00	
	104513	REMOTE CON	02/09/2011	102.56	.00	
	104601	OIL	02/14/2011	80.48	.00	
	104762	SEAT BELT	02/24/2011	77.28	.00	
	205050	KEY FOBS PROGRAMED	02/09/2011	60.00	.00	
	205361	DEDUCTIBLE FOR REPAIR ORD	02/23/2011	100.00	.00	
Total 1055:				510.46	.00	
1059						
Consolidated Electrical Distr						
	4983-513655	VENT'	03/02/2011	896.35	.00	
	4983-513656	TRANSFORMER LUG KIT	03/02/2011	31.50	.00	
	4983-513657	100 A 600V	03/02/2011	389.00	.00	
Total 1059:				1,316.85	.00	
1062						
Dana Kepner Company						
	1344501-00	DIAPHRAGM/DISC ASSEMBLY	03/07/2011	635.82	.00	
Total 1062:				635.82	.00	
1070						
Federal Express Corp						
	7-413-82199	SHIPPING	03/03/2011	52.77	.00	
	7-413-82199	SHIPPING	03/03/2011	52.78	.00	
Total 1070:				105.55	.00	
1076						
Garfield County Treasurer						
	022811	Landfill	02/28/2011	13,412.50	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1076:				13,412.50	.00	
1078						
Garfield County Sheriff						
	021511	ATTENDENCE MIKE TAYLOR P	02/15/2011	200.00	200.00	03/04/2011
Total 1078:				200.00	200.00	
1087						
Grainger						
	9454787400	WRENCH	02/04/2011	46.80	.00	
Total 1087:				46.80	.00	
1100						
Karp, Neu, Hanlon P.c.						
	6152	AIRPORT PTNR	02/28/2011	1,986.50	.00	
	6153	WATER RIGHTS	02/28/2011	2,404.65	.00	
	6154	GENERAL PLANNING	02/28/2011	684.00	.00	
	6155	UMPTRA	02/28/2011	228.00	.00	
	6156	SEWER FUND	02/28/2011	988.00	.00	
	6157	PIONEER	02/28/2011	1,105.00	.00	
	6158	WHITE RIVER	02/28/2011	246.00	.00	
	6159	antero	02/28/2011	1,032.00	.00	
	6160	QUEENS CROWN	02/28/2011	1,862.00	.00	
	6161	URA	02/28/2011	475.00	.00	
	6162	PARKS RECREATION	02/28/2011	1,287.00	.00	
	6165	14 ST MARKETPLACE	02/28/2011	365.50	.00	
	6167	BILL BARRETT CORP WATERS	02/28/2011	43.00	.00	
	GENERAL NO	GENERAL NON PLANNING	02/28/2011	7,870.15	.00	
Total 1100:				20,576.80	.00	
1105						
Meadow Gold Dairies						
	50205660	DAIRY PRODUCTS/SENIOR CT	02/24/2011	84.79	.00	
	50205714	DAIRY PRODUCTS/SENIOR CT	03/03/2011	61.40	.00	
Total 1105:				146.19	.00	
1108						
Mountain Clear Bottled Water						
	6884 013111	BOTTLED WATER	01/31/2011	221.20	.00	
	6886 013111	BOTTLED WATER/WW	01/31/2011	15.25	.00	
Total 1108:				236.45	.00	
1110						
Napa Auto Parts						
	133580	SVC FEES	11/05/2010	12.58	.00	
	148572	MUD FLAP	01/31/2011	15.99	.00	
	148876	M INTERCH	02/02/2011	7.95	.00	
	148988	HOSE	02/02/2011	205.32	.00	
	149059	ADAPTER	02/02/2011	153.50	.00	
	150478	FILTER	02/11/2011	18.88	.00	
	150872	AIR FIL	02/14/2011	31.01	.00	
	151562	COTTER PIN	02/17/2011	13.99	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	151894	SVC FEES	02/18/2011	5.53	.00	
	152545	O-RINGS	02/23/2011	1.76	.00	
	152876	HEATER CORE	02/24/2011	32.99	.00	
	152963	HOSE-RADIATOR UPPER	02/25/2011	42.97	.00	
Total 1110:				542.47	.00	
1111						
Neve's Uniforms, Inc						
	238392	RETURN #238392	02/04/2011	45.95-	.00	
	LN-238392	UNIFORM /PD	02/04/2011	98.89	.00	
Total 1111:				52.94	.00	
1114						
Wells Fargo Bank West						
	022511	OBI CWRPDA-SWRP/CO WATE	03/02/2011	1,656.15	1,656.15	03/02/2011
	022511	OBI CWRPDA-SWRP/CO WATE	03/02/2011	6,666.67	6,666.67	03/02/2011
Total 1114:				8,322.82	8,322.82	
1118						
Parts House						
	5613-7462	AIR FILTER	02/08/2011	21.68	.00	
	5613-7475	MACHINE TRUCK ROTOR	02/08/2011	99.99	.00	
	5613-7613	LB7 ROTOR TRK	02/14/2011	193.98	.00	
	5613-7616	LB7 ROTOR TRK	02/14/2011	69.16	.00	
	5613-7655	LB7 DRUM TRK	02/16/2011	70.45	.00	
	5613-7699	CARQUEST AFT MERCON V QT	02/17/2011	112.56	.00	
	5613-7699	FLUID QUART PUMP	02/17/2011	8.49	.00	
	5613-7736	FLUID QUART PUMP	02/18/2011	8.49	.00	
Total 1118:				584.80	.00	
1120						
Xcel Energy Inc						
	272038600	1718 RAILROAD AVE BLDG PO	02/21/2011	169.12	169.12	03/04/2011
	272038600	1718 RAILROAD AVE BLDG PO	02/21/2011	21.39	21.39	03/04/2011
	272038600	1718 RAILROAD AVE BLDG PO	02/21/2011	21.39	21.39	03/04/2011
	272038600	1500 DOGWOOD DR BLDG WAT	02/21/2011	20.79	20.79	03/04/2011
	272038600	1500 DOGWOOD DR BLDG WAT	02/21/2011	1,520.34	1,520.34	03/04/2011
	272038600	1500 DOGWOOD DR BLDG WAT	02/21/2011	2,633.47	2,633.47	03/04/2011
	272038600	RIFLE VILLAGE SOUTH/SEWER	02/21/2011	176.63	176.63	03/04/2011
	272038600	449 COUNTY RD 233/WATER	02/21/2011	1,594.86	1,594.86	03/04/2011
	272038600	520 RR BLDG	02/21/2011	10.96	10.96	03/04/2011
	272038600	777 BIRCH	02/21/2011	41.21	41.21	03/04/2011
	272038600	NORTHWEST WATER TREATM	02/21/2011	573.18	573.18	03/04/2011
	272038600	221 W 2ND ST	02/21/2011	477.99	477.99	03/04/2011
	272038600	500 RAILROAD AVE	02/21/2011	21.04	21.04	03/04/2011
	272038600	540 RAILROAD AVE	02/21/2011	13.69	13.69	03/04/2011
	272038600	737 UTE AVE	02/21/2011	18.55	18.55	03/04/2011
	272038600	777 BIRCH	02/21/2011	8.78	8.78	03/04/2011
	272038600	27340 HWY 6 /24	02/21/2011	40.75	40.75	03/04/2011
	272038600	3000 ACACIA	02/21/2011	293.01	293.01	03/04/2011
	272038600	280 E 30TH ST	02/21/2011	304.55	304.55	03/04/2011
	272038600	1584 COUNTY RD 233	02/21/2011	10.96	10.96	03/04/2011
	272038600	NORTHWEST WATER TREATM	02/21/2011	77.06	77.06	03/04/2011
	272038600	240 W 3RD ST	02/21/2011	24.77	24.77	03/04/2011

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	272038600	1612 RAILROAD	02/21/2011	32.92	32.92	03/04/2011
	272038600	45 COUNTY RD	02/21/2011	37.07	37.07	03/04/2011
	272038600	0409 COUNTY RD	02/21/2011	166.84	166.84	03/04/2011
	272038600	540 RAILROAD AVE	02/21/2011	23.70	23.70	03/04/2011
	272038600	945 RAILROAD	02/21/2011	10.96	10.96	03/04/2011
	272038600	9811 COUNTY RD	02/21/2011	569.75	569.75	03/04/2011
	272038600	113 W 18TH ST	02/21/2011	10.96	10.96	03/04/2011
	272038600	202 RAILROAD AVE	02/21/2011	2,280.43	2,280.43	03/04/2011
	272038600	229 RAILROAD\	02/21/2011	12.87	12.87	03/04/2011
	272038600	290 EAST AVE	02/21/2011	24.26	24.26	03/04/2011
	272038600	1200 E 16TH ST	02/21/2011	76.75	76.75	03/04/2011
	272038600	607 COUNTY RD 264	02/21/2011	33.44	33.44	03/04/2011
	272038600	HIGHLAND EAST BOOSTER	02/21/2011	53.70	53.70	03/04/2011
	272038600	50 UTE	02/21/2011	1,251.39	1,251.39	03/04/2011
	272038600	.451 E 30TH ST	02/21/2011	359.12	359.12	03/04/2011
	272038600	3160 COUNTY RD 346	02/21/2011	1,275.65	1,275.65	03/04/2011
	272038600	300 E 30TH ST	02/21/2011	332.45	332.45	03/04/2011
	272038600	VALVE 0059	02/21/2011	12.60	12.60	03/04/2011
	272038600	1221 E CENTENNIAL PKWY	02/21/2011	439.23	439.23	03/04/2011
	272038600	2515 W CENTENNIAL PKWY	02/21/2011	3,980.41	3,980.41	03/04/2011
	272038600	201 E 18TH	02/21/2011	3,373.25	3,373.25	03/04/2011
	272038600	400 7TH ST	02/21/2011	94.58	94.58	03/04/2011
	272038600	3100 DOKES	02/21/2011	2,370.03	2,370.03	03/04/2011
	272038600	3100DOKES UNIT B	02/21/2011	179.38	179.38	03/04/2011
	272038600	9811 COUNTY RD	02/21/2011	146.25	146.25	03/04/2011
	272038600	AREA LIGHTS	02/21/2011	116.97	116.97	03/04/2011
	Total 1120:			25,339.45	25,339.45	
1143						
Swallow Oil Company						
	021511	UNLEADED /FLEET	02/15/2011	3,228.44	.00	
	021511	DIESEL /FLEET	02/15/2011	2,286.58	.00	
	021511	cw	02/15/2011	15.00	.00	
	021511	CHARGE INVOICE-129818	02/15/2011	142.00	.00	
	1816 022811	DIESEL /FLEET	02/28/2011	1,089.29	.00	
	1816 022811	UNLEADED /FLEET	02/28/2011	2,741.12	.00	
	1816 022811	cw	02/28/2011	14.00	.00	
	1816 022811	13005 CHARGE INVOICE	02/28/2011	113.40	.00	
	Total 1143:			9,629.83	.00	
1188						
Jean's Printing						
	110500	printing	02/17/2011	105.30	.00	
	110500	printing	02/17/2011	105.31	.00	
	110622	printing	03/01/2011	3,475.00	.00	
	Total 1188:			3,685.61	.00	
1191						
Lewan & Associates, Inc						
	818372	B&W METER	02/28/2011	9.64	.00	
	Total 1191:			9.64	.00	
1194						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Pitney Bowes, Inc	398082	red ink cartridge	02/18/2011	175.08	175.08	03/04/2011
Total 1194:				175.08	175.08	
1249						
Berthod Motors Inc	148977	LOCK NUT	02/23/2011	253.40	.00	
Total 1249:				253.40	.00	
1258						
Hach Company	7140263	SINGLETs	03/03/2011	369.80	.00	
Total 1258:				369.80	.00	
1350						
Loesch And Crann Ditch Company	030211	DITCH ASSESSMENT FEES 201	03/02/2011	200.00	200.00	03/04/2011
Total 1350:				200.00	200.00	
1460						
Western Colorado Electrical	4599	Electrical Outlet Installation	02/25/2011	4,795.60	.00	
Total 1460:				4,795.60	.00	
1560						
Applied Concepts,inc	201420	STALKER MOVING FASTEST DI	02/22/2011	118.75	.00	
Total 1560:				118.75	.00	
1734						
United Companies	790772	SANDING MATERIALS	02/12/2011	1,681.92	.00	
Total 1734:				1,681.92	.00	
1768						
Faris Machinery Company	G20923	BEARING-SIDE PL	02/23/2011	568.55	.00	
	G20926	GRIPPER CYLINDER	02/24/2011	620.94	.00	
	G20930	BEARING	02/11/2011	1,468.48	.00	
	G20939	GRIPPER CYLINDER	02/23/2011	1,054.97	.00	
	G21000	GRIPPER CYLINDER	02/23/2011	620.94	.00	
	J07893	PUMP LEAKING OIL	02/24/2011	596.25	.00	
Total 1768:				3,688.25	.00	
1806						
CDMS INC	8450	DSL ACCESS - Cemetery	03/01/2011	17.95	.00	
	8450	DSL ACCESS - Pool	03/01/2011	17.95	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1806:				35.90	.00	
1830						
Grand Valley Foods						
	112196	FOOD PRODUCT/SR CENTER	02/18/2011	451.06	.00	
	112329	FOOD PRODUCT/SR CENTER	02/25/2011	104.63	.00	
	112452	FOOD PRODUCT/SR CENTER	03/04/2011	316.46	.00	
Total 1830:				872.15	.00	
1865						
Colo Assoc Of Animal Control						
	030211	Membership Dues/	03/02/2011	40.00	40.00	03/04/2011
Total 1865:				40.00	40.00	
2139						
CDW Government, Inc						
	WMR5615	HP 146GB 6G PLUG SAS 10K	02/18/2011	1,000.00	.00	
Total 2139:				1,000.00	.00	
2169						
Information Systems Consulting						
	0056154-IN	Network & Phone System Support	02/28/2011	11,922.13	.00	
Total 2169:				11,922.13	.00	
2181						
Nalco Chemical Company						
	95709658	Drum	02/22/2011	1,468.01	.00	
Total 2181:				1,468.01	.00	
2208						
Amerigas						
	0613-284431A	PROPANE/CE	02/14/2011	200.36	.00	
	0613-284632A	PROPANE/CE	02/22/2011	464.86	.00	
	0613-284866A	PROPANE/CE	03/01/2011	336.94	.00	
Total 2208:				1,002.16	.00	
2235						
Acme Alarm Company Inc						
	6024MON	2ND QTR MONITORING	03/01/2011	90.00	.00	
	6144MON	2ND QTR MONITORING	03/01/2011	105.00	.00	
	6145MON	2ND QTR MONITORING	03/01/2011	90.00	.00	
Total 2235:				285.00	.00	
2343						
Mountain Pest Control						
	0255700	PEST CONTROL	02/02/2011	50.00	50.00	03/03/2011
Total 2343:				50.00	50.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2491						
Western Colorado Truck Center						
	103702A	FILTERS	02/17/2011	99.55	.00	
Total 2491:				99.55	.00	
2540						
Walker Electric						
	3696	replace ballast in foyer police stati	02/10/2011	91.00	.00	
Total 2540:				91.00	.00	
2573						
Mountain West Office Products						
	254874	supplies	01/19/2011	24.95	.00	
	255982l	supplies	02/15/2011	241.83	.00	
	256190l	supplies	02/21/2011	15.96	.00	
	256430l	supplies	02/25/2011	25.44	.00	
	256430l	supplies	02/25/2011	8.64	.00	
	256485l	supplies	02/28/2011	57.09	.00	
	256735l	supplies	03/04/2011	218.68	.00	
Total 2573:				592.59	.00	
2803						
ALL TEMP SERVICES						
	25611GPK	BELTS-REPAIR	02/28/2011	534.57	.00	
Total 2803:				534.57	.00	
2830						
Qwest						
	9706254960 02	Police	02/22/2011	143.04	143.04	03/04/2011
	9706257330 02	City Clerk	02/22/2011	9.20	9.20	03/04/2011
	9706257330 02	Municipal Court	02/22/2011	12.29	12.29	03/04/2011
	9706257330 02	City Manager	02/22/2011	15.06	15.06	03/04/2011
	9706257330 02	Finance	02/22/2011	30.53	30.53	03/04/2011
	9706257330 02	Planning	02/22/2011	30.53	30.53	03/04/2011
	9706257330 02	CH13	02/22/2011	12.29	12.29	03/04/2011
	9706257330 02	Building Inspection	02/22/2011	18.24	18.24	03/04/2011
	9706257330 02	PW	02/22/2011	23.00	23.00	03/04/2011
	9706257330 02	Recreation	02/22/2011	42.82	42.82	03/04/2011
	9706257330 02	Police	02/22/2011	103.01	103.01	03/04/2011
	9706257330 02	Utilities Water	02/22/2011	4.75	4.75	03/04/2011
	9706257330 02	Utilities WW	02/22/2011	4.75	4.75	03/04/2011
	9706257330 02	Parks	02/22/2011	24.58	24.58	03/04/2011
	9706257330 02	IT	02/22/2011	12.29	12.29	03/04/2011
	9706257330 02	water	02/22/2011	12.29	12.29	03/04/2011
	9706257330 02	ww	02/22/2011	12.29	12.29	03/04/2011
	9706257330 02	O&M	02/22/2011	12.75	12.75	03/04/2011
	9706258808 02	SHELTER	02/22/2011	50.47	50.47	03/04/2011
	9706259179 02	Finance	02/22/2011	87.48	87.48	03/04/2011
Total 2830:				661.66	661.66	
2846						
Colo Mfn News Media						
	6159986A	ADS	02/15/2011	65.64	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	6165083A	ADS	03/01/2011	6.58	.00	
	6193941A	ADS	02/18/2011	6.07	.00	
	6206224A	ADS	02/24/2011	39.47	.00	
	6220403A	ADS	02/25/2011	6.07	.00	
	6230512A	ADS	03/01/2011	29.85	.00	
Total 2846:				153.68	.00	
2960						
Walmart Community						
	001514	supplies	03/01/2011	10.10	10.10	03/04/2011
	016038	supplies	02/16/2011	70.09	70.09	03/04/2011
	022762	supplies	02/22/2011	16.81	16.81	03/04/2011
	025036	supplies	02/25/2011	16.85	16.85	03/04/2011
	028471.	FOOD SUPPLIES	02/28/2011	186.56	186.56	03/04/2011
Total 2960:				300.41	300.41	
3015						
Kroger/King Sooper Cust Charge						
	008553	FOOD /SR CENTER	02/22/2011	242.73	242.73	03/04/2011
	021339	TRAINING	02/22/2011	19.48	19.48	03/04/2011
	034454	CAKE-BIRTHDAY	02/28/2011	15.99	15.99	03/04/2011
	141979	COUNCIL MEETING	03/02/2011	47.51	47.51	03/04/2011
Total 3015:				325.71	325.71	
3016						
Flattops Fencing And Supply						
	100109	GREEN KNIT	02/17/2011	1,041.25	.00	
Total 3016:				1,041.25	.00	
3035						
Rocky Mountain Supply Co.						
	11163	5/8X8X132FSEEP BB20315	02/14/2011	1,137.71	.00	
	11184	ROCK CHISEL TOOTH	02/24/2011	231.95	.00	
Total 3035:				1,369.66	.00	
3083						
ALSCO						
	LGRA970357	work shirts and pants	02/15/2011	26.55	.00	
	LGRA973410	LAUNDRY/senior center	02/22/2011	46.97	.00	
	LGRA973411	work shirts and pants	02/22/2011	26.55	.00	
	LGRA976513	LAUNDRY/senior center	03/01/2011	35.37	.00	
	LGRA976514	work shirts and pants	03/01/2011	27.24	.00	
Total 3083:				162.68	.00	
3093						
4imprint inc						
	1977608	BIC PENS,BAGS/RECREATION	02/25/2011	889.23	.00	
Total 3093:				889.23	.00	
3156						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Superwash Of Rifle	2025 022111	CAR WASH	01/31/2011	181.29	.00	
Total 3156:				181.29	.00	
3178						
Hanson Equipment,inc	222246	STUTS	02/11/2011	75.30	.00	
Total 3178:				75.30	.00	
3251						
Mountain Communications And EI	205356	GRASS MESA RENTAL	03/01/2011	250.00	.00	
Total 3251:				250.00	.00	
3288						
Sanchez, Nancy	030211	CONFERENCE EXPENSES	03/02/2011	203.49	203.49	03/04/2011
Total 3288:				203.49	203.49	
3389						
Sandy's Office Supply Inc	906643	SUPPLIES	02/10/2011	181.24	.00	
Total 3389:				181.24	.00	
3390						
Ultramax	119193	FEDERAL 223 55 BTIP	02/15/2011	343.00	.00	
	119299	FED 40 180GR HST	02/10/2011	328.00	.00	
Total 3390:				671.00	.00	
3454						
Transwest Freightliner Of Gj	4210410002	SILL ASSY LH BLACK	02/10/2011	175.86	.00	
Total 3454:				175.86	.00	
3780						
Concrete Equipment	115600	HD6A SIMPSON HOLD DOWN	02/28/2011	228.00	.00	
Total 3780:				228.00	.00	
3847						
Drive Train Industries Inc	04 535227	FILTER	02/18/2011	85.92	.00	
Total 3847:				85.92	.00	
3858						
Wells Fargo Bank Mn Na	022511	OBI:CWRPDA-SWRP/RIFLE-148	03/02/2011	3,594.59	3,594.59	03/02/2011
	022511	OBI:CWRPDA-SWRP/RIFLE-148	03/02/2011	5,833.33	5,833.33	03/02/2011

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3858:				9,427.92	9,427.92	
4055						
UPS/United Parcel Service						
	0000Y2097W0	SHIPPING	02/12/2011	14.72	14.72	03/04/2011
Total 4055:				14.72	14.72	
4098						
Heuton Tire Co						
	84733	TIRES/.FLEET	02/01/2011	448.28	.00	
Total 4098:				448.28	.00	
4207						
Radio Shack						
	10134688	XM RADIO CAR KIT W/POWER	02/24/2011	249.98	.00	
Total 4207:				249.98	.00	
4215						
Ziegler, James						
	55369	SHOP TOOLS	02/18/2011	1,323.80	.00	
	55403	SHOP TOOLS	02/25/2011	50.25	.00	
Total 4215:				1,374.05	.00	
4240						
Platinum Plus For Business						
	PRENTISS 021	CONFERENCE--	02/11/2011	1,007.05	1,007.05	03/04/2011
Total 4240:				1,007.05	1,007.05	
4244						
Boogie Down Light And Sound Inc.						
	030411	DEPOSIT SOUND SYSTEM	03/04/2011	200.00	200.00	03/04/2011
Total 4244:				200.00	200.00	
4287						
Medco Supply Company						
	41320640	SAFETY SUPPLIES	02/24/2011	1,264.00	.00	
	41322619	webcol prep pads/tape	03/01/2011	5.95	.00	
Total 4287:				1,269.95	.00	
4292						
Colo Dept Of Public Safety						
	S110700002		02/02/2011	66.00	66.00	03/04/2011
Total 4292:				66.00	66.00	
4405						
Waste News/crain Communication						
	022811	2011 SUBSCRIPTION/WASTE W	02/28/2011	49.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4405:				49.00	.00	
4406						
Rifle Creek Stone Inc	25764/25765	ROAD BASE	02/09/2011	407.68	.00	
Total 4406:				407.68	.00	
4441						
Koutsoubos, Louis	022511	RENT MARCH 2011	02/25/2011	1,085.00	1,085.00	03/07/2011
Total 4441:				1,085.00	1,085.00	
4478						
Western Slope State League	030311	SOCCER PLAYER FEES/REC	03/03/2011	845.00	845.00	03/04/2011
Total 4478:				845.00	845.00	
4498						
Persigo Wwtp	030211	REGISTRATION-SCHOUTEN	03/02/2011	165.00	165.00	03/04/2011
	030211	REGISTRATION-MANUPPELLA	03/02/2011	165.00	165.00	03/04/2011
	030211	REGISTRATION-JAMESON	03/02/2011	165.00	165.00	03/04/2011
	030411	REGISTRATION-COLE/BOREN	03/04/2011	330.00	330.00	03/04/2011
Total 4498:				825.00	825.00	
4507						
Neopost Inc/Neofunds	020111	postage	02/01/2011	35.00	35.00	03/04/2011
	020111	postage	02/01/2011	65.00	65.00	03/04/2011
Total 4507:				100.00	100.00	
4539						
In The Swim	8057258	WHITE CALYPSO MID-BACK	03/02/2011	660.71	.00	
Total 4539:				660.71	.00	
4674						
PBS&J	1102056	Rifle GATEWAY STEP-2	01/31/2011	8,087.00	.00	
Total 4674:				8,087.00	.00	
4682						
Lighting Accessory & Warning S	3483	2011 FORD ESCAPE	02/10/2011	2,563.57	.00	
Total 4682:				2,563.57	.00	
4734						
Vandewalle & Associates, Inc.	201102059	CONCEPT PLAN BUSINESS PL	02/28/2011	945.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4734:				945.00	.00	
4758						
Lynn Peavey Company						
	236130	LITE SK BATTLELITE BLUE ALS	02/22/2011	308.04	.00	
	236214	TOOL SK PATHFINDER DUSTP	02/23/2011	501.03	.00	
Total 4758:				809.07	.00	
4811						
United Site Services Inc						
	103-54904	PORTABLE RESTROOM -metro	02/14/2011	65.00	.00	
	103-54905	PORTABLE RESTROOM/ Mount	02/14/2011	140.00	.00	
Total 4811:				205.00	.00	
4825						
Cross Propane Gas						
	51259	PROPANE/PW FACILITY	02/11/2011	1,714.40	.00	
	51272	TANK RENT on ag	02/13/2011	100.00	.00	
Total 4825:				1,814.40	.00	
4850						
Rifle Community Foundation Inc						
	030411	DONATION TO OFFSET FACILIT	03/04/2011	2,000.00	2,000.00	03/04/2011
Total 4850:				2,000.00	2,000.00	
4879						
Cardiff Cleaning Services						
	3851	Contract cleaning	06/15/2010	4,175.00-	.00	
	4054	CLEANING JUSTICE CENTER	02/15/2011	4,175.00	.00	
Total 4879:				.00	.00	
4916						
Mountain Peak Controls Inc						
	0255700	PEST CONTROL	02/02/2011	50.00-	.00	
Total 4916:				50.00-	.00	
4918						
Proforce Law Enforcement						
	104481	Taser X26E Electronic Control De	02/18/2011	2,373.80	.00	
Total 4918:				2,373.80	.00	
4964						
Western Petroleum Co						
	Q1824	CHV DELO AF 50/50 ELC B	02/17/2011	556.05	.00	
	Q1824	CHV RPM UNIV 80W90	02/17/2011	73.50	.00	
	Q1824	DELIVERY CHARGE/DRUM DEP	02/17/2011	50.00	.00	
Total 4964:				679.55	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5053						
Rifle Economic Development Cor						
	57	MUNICIPAL LEVEL INVESTOR	02/14/2011	8,000.00	.00	
Total 5053:				8,000.00	.00	
5181						
FRED'S HARDWARE						
	20301 022811	SUPPLIES	02/28/2011	679.95	.00	
	20303 022811	SUPPLIES	02/28/2011	211.48	.00	
	20306	SUPPLIES	02/28/2011	103.86	.00	
Total 5181:				995.29	.00	
5192						
PECZUH PRINTING COMPANY						
	170400	WINDOW ENVELOPES	02/17/2011	420.30	.00	
	170400	WINDOW ENVELOPES	02/17/2011	137.63	.00	
Total 5192:				557.93	.00	
5212						
MASTER WASH						
	14745	CUSTOMER OWNED PARTS W	02/13/2011	120.00	.00	
Total 5212:				120.00	.00	
5218						
Braaten, Mike						
	030211	EXPENSES-TRAVEL WORKSHO	03/02/2011	121.15	121.15	03/04/2011
Total 5218:				121.15	121.15	
5365						
American Windshield Repair						
	4666	ford EXPLORER	02/24/2011	265.00	.00	
Total 5365:				265.00	.00	
5413						
Bruno, Colin, Jewell & Lowe PC						
	116083	Legal Fees	02/28/2011	2,810.30	.00	
Total 5413:				2,810.30	.00	
5426						
Sonny Conley						
	022811	employee assistance program	02/02/2011	75.00	75.00	03/04/2011
Total 5426:				75.00	75.00	
5473						
McAfee						
	INV489971	FAIL SAFE DISASTER RECOVER	03/01/2011	132.00	.00	
Total 5473:				132.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5503						
JAY-MAX SALES						
	204661-00	202 moly chain lube	02/09/2011	22.56	.00	
	204754-00	CRC AUTO BRAKLEEN	02/16/2011	42.96	.00	
	205186-00	COTTON RAGS	03/02/2011	68.16	.00	
Total 5503:				133.68	.00	
5511						
Colorado LTAP						
	030411	FLAGGER CERT.GALLACHER	03/04/2011	25.00	25.00	03/04/2011
	030411	FLAGGER CERT.TAYLOR	03/04/2011	25.00	25.00	03/04/2011
	030411	FLAGGER CERT.KLOCKER	03/04/2011	25.00	25.00	03/04/2011
	030411	FLAGGER CERT.COOPER	03/04/2011	25.00	25.00	03/04/2011
Total 5511:				100.00	100.00	
5518						
CURRENT SOLUTIONS						
	3808	PULLED CABLE	03/01/2011	1,206.71	.00	
Total 5518:				1,206.71	.00	
5548						
Power Equipment Company						
	G102047893	CHISEL PASTE	02/11/2011	272.52	.00	
	XG12435	CHISEL PASTE	02/11/2011	199.29-	.00	
Total 5548:				73.23	.00	
5573						
WALSH ENVIRONMENTAL SCIENTIST						
	33597	RIFLE THEATRE ABATE SOW	02/17/2011	5,683.00	.00	
Total 5573:				5,683.00	.00	
5648						
REDI SERVICES, LLC						
	0132781	PORTABLE RESTROOMS	02/28/2011	40.00	.00	
	0132782	SERVICE CALL	02/28/2011	253.91	.00	
Total 5648:				293.91	.00	
5679						
DRAGON M.A., LARRY						
	020811	WORKSHOP/ RESPONSIBLE SE	02/08/2011	850.00	850.00	03/04/2011
Total 5679:				850.00	850.00	
5680						
Malcolm Pirnie, Inc.						
	0367934	Professional Services WTP	02/28/2011	72,212.53	.00	
Total 5680:				72,212.53	.00	
5729						
CAMPUS TEAM WEAR						
	PO241631010	FIT KIT	03/03/2011	500.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5729:				500.00	.00	
5752						
Accutest Mountain States						
	D-215249	alkalinity, organic carbon/water te	02/18/2011	432.00	.00	
Total 5752:				432.00	.00	
5945						
Loyal E Leavenworth pc						
	635	LEGAL FEES	02/28/2011	205.00	.00	
Total 5945:				205.00	.00	
5958						
Utility Refund						
	1514106	Refund	09/10/2010	287.50-	.00	
	1514106.	REFUND	09/10/2010	287.50	.00	03/07/2011
	1514106.	REFUND	09/10/2010	287.50-	.00	
	1514106/	REFUND	09/10/2010	287.50	287.50	03/07/2011
	2445104	REFUND	03/02/2011	137.84	137.84	03/04/2011
Total 5958:				137.84	425.34	
6043						
Wilkins Angie						
	022811	MILE REIMBURSEMENT	02/28/2011	34.68	34.68	03/04/2011
Total 6043:				34.68	34.68	
6052						
Trane U.S. Inc.						
	4917496R1	FILTER	02/04/2011	212.98	.00	
Total 6052:				212.98	.00	
6067						
Mountain Roll-offs, Inc.						
	022311	PORTABLE RESTROOM	02/23/2011	103.55	.00	
Total 6067:				103.55	.00	
6069						
CPRA						
	030411	MEMBERSHIP	03/04/2011	404.00	404.00	03/04/2011
Total 6069:				404.00	404.00	
6093						
Rifle Postal Service						
	030411	SUMMER 2011 BROCHURE ACT	03/04/2011	948.42	948.42	03/04/2011
Total 6093:				948.42	948.42	
6108						
Browns Hill Engineering & Cont, LLC						
	4729	PROJECT BID-ADDING TURBIDI	03/03/2011	920.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6108:				920.00	.00	
6137						
Impressions of Aspen						
	13638	XEROX SINGLE REVERSE COL	02/23/2011	45.56	.00	
Total 6137:				45.56	.00	
6144						
COMCAST CABLE						
	021511	XFINITY TV	02/15/2011	24.00	24.00	03/04/2011
Total 6144:				24.00	24.00	
6161						
Ewing Irrigation Products						
	2853825	ESP-4M RAINBIRD MODULAR	02/18/2011	563.45	.00	
Total 6161:				563.45	.00	
6165						
eFax Corporate						
	162261	MRC-INBOX LOCAL NOV 2010	11/30/2010	115.00	.00	
	167942	MRC-INBOX LOCAL DEC 2010	12/31/2010	115.00	.00	
	171197	MRC-INBOX LOCAL JAN 2011	01/31/2011	115.00	.00	
Total 6165:				345.00	.00	
6173						
Caquelin Tom						
	020211	PARKING LOT MUSEUM	02/02/2011	100.00	100.00	03/04/2011
Total 6173:				100.00	100.00	
6191						
Val-Matic						
	254425	GASKET	02/11/2011	96.73	.00	
Total 6191:				96.73	.00	
6195						
Western Slope Communications						
	31670	RADIO 690	02/28/2011	260.00	.00	
	31671	THE RIVER KRVG	02/28/2011	260.00	.00	
Total 6195:				520.00	.00	
6213						
Monarch Site Services						
	0318-2	Valley Lumber Asbestos Abateme	03/07/2011	24,901.12	.00	
Total 6213:				24,901.12	.00	
6217						
KOUTSOUBOS LOUIS						
	022511	RENT MARCH 2011	02/25/2011	1,085.00-	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6217:				1,085.00-	.00	
6238						
Memphis Net & Twine Co Inc	31999	PRO BASES	02/17/2011	308.60	.00	
Total 6238:				308.60	.00	
6239						
Health Communications Inc	324100	TRAINER WORKSHOP FEE	03/04/2011	499.00	499.00	03/04/2011
Total 6239:				499.00	499.00	
6240						
Lincoln Equipment, Inc	SI156772	STRIKE ALERT PERSAL LIGHTI	03/02/2011	144.01	.00	
Total 6240:				144.01	.00	
6241						
Premier Industries Inc	67558	PREMIER COOLING MEDIA 40	02/22/2011	386.65	.00	
Total 6241:				386.65	.00	
6242						
Xerox Corporation	053585106	BASE CHARGE FEBRUARY	03/01/2011	258.65	.00	
Total 6242:				258.65	.00	
Grand Totals:				289,191.80	59,239.42	

Dated: 3/10/11City Treasurer: Chad Helf

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

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
02/11	02/25/2011	49622	4121	Cebt	022511	1	100-202-007	.00	72,886.10
02/11	02/25/2011	49622	4121	Cebt	022511	2	210-202-007	.00	12,971.68
02/11	02/25/2011	49622	4121	Cebt	022511	3	310-202-007	.00	13,848.79
02/11	02/25/2011	49622	4121	Cebt	022511	4	320-202-007	.00	3,309.89
02/11	02/25/2011	49622	4121	Cebt	022511	5	330-202-007	.00	1,015.08
02/11	02/25/2011	49622	4121	Cebt	022511	6	610-202-007	.00	1,595.08
02/11	02/25/2011	49622	4121	Cebt	022511	7	620-202-007	.00	3,190.16
02/11	02/25/2011	49622	4121	Cebt	022511	8	100-202-007	.00	574.66
Total 49622:								.00	109,391.44
02/11	02/25/2011	49623	6236	CFMA	022511	1	210-4512-400-5	.00	70.00
Total 49623:								.00	70.00
02/11	02/25/2011	49624	1074	Garfield County Clerk	022311	1	100-4151-400-6	.00	176.00
Total 49624:								.00	176.00
02/11	02/25/2011	49625	5754	GARFIELD COUNTY HUMAN SE	021711	1	100-4514-400-3	.00	40.23
Total 49625:								.00	40.23
02/11	02/25/2011	49626	5510	Glenwood Springs Custom Draper	3245	1	210-4523-400-7	.00	1,645.00
Total 49626:								.00	1,645.00
02/11	02/25/2011	49627	4345	Helen Artist-Rogers/HR Design	022511	1	205-4651-400-3	.00	2,916.67
Total 49627:								.00	2,916.67
02/11	02/25/2011	49628	3972	Hier, John	022511	1	100-4132-400-5	.00	200.00
Total 49628:								.00	200.00
02/11	02/25/2011	49629	6217	KOUTSOUBOS LOUIS	022511	1	310-4331-400-4	.00	1,085.00
Total 49629:								.00	1,085.00
02/11	02/25/2011	49630	3015	Kroger/King Sooper Cust Charge	005960	1	100-4111-400-5	.00	56.74
02/11	02/25/2011	49630	3015	Kroger/King Sooper Cust Charge	025038	1	100-4514-400-6	.00	54.78
02/11	02/25/2011	49630	3015	Kroger/King Sooper Cust Charge	093349	1	100-4514-400-6	.00	26.76
Total 49630:								.00	138.28
02/11	02/25/2011	49631	5434	LAW OFFICES OF PAUL GERTZ	13853	1	100-4153-400-3	.00	4,166.67
Total 49631:								.00	4,166.67
02/11	02/25/2011	49632	6067	Mountain Roll-offs, Inc.	1905.	1	310-4331-400-4	.00	8.55
Total 49632:								.00	8.55

M = Manual Check, V = Void Check

GL eriod	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
02/11	02/25/2011	49633	4240	PLATINUM PLUS/sturgeon	STURGEON	1	100-4135-400-5	.00	32.46
02/11	02/25/2011	49633	4240	PLATINUM PLUS/sturgeon	STURGEON	2	100-4191-400-5	.00	9.99
Total 49633:								.00	42.45
02/11	02/25/2011	49634	4240	PLATINUM PLUS	KOLEY 0211	1	100-4210-400-6	.00	62.22
Total 49634:								.00	62.22
02/11	02/25/2011	49635	4240	PLATINUM PLUS/ BRAATEN	BRAATEN-0	1	100-4135-400-5	.00	28.03
02/11	02/25/2011	49635	4240	PLATINUM PLUS/ BRAATEN	BRAATEN-0	2	100-4135-400-5	.00	123.91
02/11	02/25/2011	49635	4240	PLATINUM PLUS/ BRAATEN	BRAATEN-0	3	100-4135-400-5	.00	215.74
02/11	02/25/2011	49635	4240	PLATINUM PLUS/ BRAATEN	BRAATEN-0	4	100-4135-400-5	.00	95.00
Total 49635:								.00	462.68
02/11	02/25/2011	49636	4240	Platinum Plus/Bell	BELL 02-11-	1	100-4199-400-6	.00	267.00
Total 49636:								.00	267.00
02/11	02/25/2011	49637	4240	PLATINUM PLUS/briedes	BRIEDIS 02-	1	100-4114-400-5	.00	50.00
Total 49637:								.00	50.00
02/11	02/25/2011	49638	4240	Platinum Plus/BURNS	BURNS 0211	1	310-4331-400-5	.00	424.81
Total 49638:								.00	424.81
02/11	02/25/2011	49639	4240	Platinum Plus/Christensen	CHRISTENS	1	100-4114-400-5	.00	249.50
02/11	02/25/2011	49639	4240	Platinum Plus/Christensen	CHRISTENS	1	100-4114-400-5	.00	249.50 - V
02/11	02/25/2011	49639	4240	Platinum Plus/Christensen	CHRISTENS	2	100-4132-400-5	.00	249.50
02/11	02/25/2011	49639	4240	Platinum Plus/Christensen	CHRISTENS	2	100-4132-400-5	.00	249.50 - V
Total 49639:								.00	.00
02/11	02/25/2011	49640	4240	Platinum Plus/Duncan	DUNCAN 02	1	100-4210-400-5	.00	338.82
Total 49640:								.00	338.82
02/11	02/25/2011	49641	4240	Platinum Plus/Fitzsimmons	FITZSIMMO	1	100-4317-400-5	.00	9.99
02/11	02/25/2011	49641	4240	Platinum Plus/Fitzsimmons	FITZSIMMO	2	310-4331-400-6	.00	49.18
02/11	02/25/2011	49641	4240	Platinum Plus/Fitzsimmons	FITZSIMMO	3	320-4325-400-6	.00	49.18
Total 49641:								.00	108.35
02/11	02/25/2011	49642	4240	PLATINUM PLUS/kelty	KELTY 0211	1	100-4151-400-5	.00	139.02
Total 49642:								.00	139.02
02/11	02/25/2011	49643	4240	Platinum Plus/Miesner	MEISNER 02	1	100-4210-400-5	.00	150.00
Total 49643:								.00	150.00
02/11	02/25/2011	49644	4240	PLATINUM PLUS/stevens	STEVENS 02	1	320-4325-400-5	.00	189.60-
2/11	02/25/2011	49644	4240	PLATINUM PLUS/stevens	STEVENS 02	1	310-4331-400-5	.00	105.00
02/11	02/25/2011	49644	4240	PLATINUM PLUS/stevens	STEVENS 02	2	320-4325-400-5	.00	105.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
02/11	02/25/2011	49644	4240	PLATINUM PLUS/stevens	STEVENS 02	3	310-4331-400-5	.00	11.59
Total 49644:								.00	31.99
02/11	02/25/2011	49645	4240	PLATINUM PLUS/stewart	STEWART -2	1	100-4210-400-5	.00	64.86
Total 49645:								.00	64.86
02/11	02/25/2011	49646	4240	PLATINUM PLUS/VAN TEYLING	TEYLINGEN	1	100-4210-400-5	.00	200.13
Total 49646:								.00	200.13
02/11	02/25/2011	49647	4240	PLATINUM PLUS/whitmore	WHITMORE	1	210-4521-400-6	.00	83.98
02/11	02/25/2011	49647	4240	PLATINUM PLUS/whitmore	WHITMORE	2	210-4521-400-5	.00	20.00
Total 49647:								.00	103.98
02/11	02/25/2011	49648	4240	Platinun Plus/Cain	CAIN 021111	1	100-4111-400-5	.00	138.00
02/11	02/25/2011	49648	4240	Platinun Plus/Cain	CAIN 021111	2	100-4111-400-5	.00	157.37
02/11	02/25/2011	49648	4240	Platinun Plus/Cain	CAIN 021111	3	100-4111-400-5	.00	95.00
Total 49648:								.00	390.37
02/11	02/25/2011	49649	3288	Sanchez, Nancy	012311	1	100-4240-400-5	.00	100.00
Total 49649:								.00	100.00
02/11	02/25/2011	49650	4937	Stilson, Linda	022211	1	210-4512-400-5	.00	13.53
Total 49650:								.00	13.53
02/11	02/25/2011	49651	5670	Thon, Bob	2399	1	210-4512-400-6	.00	40.00
Total 49651:								.00	40.00
02/11	02/25/2011	49652	6235	UMB BANK, NA	9557	1	201-4312-400-8	.00	150.00
Total 49652:								.00	150.00
02/11	02/25/2011	49653	2960	Walmart Community	001940	1	320-4325-400-6	.00	6.00
02/11	02/25/2011	49653	2960	Walmart Community	011109	1	320-4325-400-6	.00	61.01
02/11	02/25/2011	49653	2960	Walmart Community	017407	1	210-4512-400-6	.00	44.21
Total 49653:								.00	111.22
02/11	02/25/2011	49654	1120	Xcel Energy Inc	0174049394	1	320-4325-400-4	.00	6,188.08
02/11	02/25/2011	49654	1120	Xcel Energy Inc	0356972766	1	310-4331-400-4	.00	2,856.23
02/11	02/25/2011	49654	1120	Xcel Energy Inc	270943201	1	100-4310-400-4	.00	12.11
02/11	02/25/2011	49654	1120	Xcel Energy Inc	270943201	2	100-4310-400-4	.00	12.84
02/11	02/25/2011	49654	1120	Xcel Energy Inc	270943201	3	100-4310-400-4	.00	14.50
02/11	02/25/2011	49654	1120	Xcel Energy Inc	270943201	4	100-4310-400-4	.00	13,410.29
02/11	02/25/2011	49654	1120	Xcel Energy Inc	270943201	5	100-4310-400-4	.00	2,079.40
02/11	02/25/2011	49654	1120	Xcel Energy Inc	270943201	6	100-4310-400-4	.00	153.84
02/11	02/25/2011	49654	1120	Xcel Energy Inc	270943201	7	100-4310-400-4	.00	926.30-

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
Total 49654:								.00	23,800.99
02/11	02/25/2011	49655	4240	Platinum Plus/Christensen	CHRISTENS	1	100-4132-400-5	.00	249.50
02/11	02/25/2011	49655	4240	Platinum Plus/Christensen	CHRISTENS	2	100-4114-400-5	.00	249.50
02/11	02/25/2011	49655	4240	Platinum Plus/Christensen	CHRISTENS	3	100-4135-400-5	.00	90.35
02/11	02/25/2011	49655	4240	Platinum Plus/Christensen	CHRISTENS	4	310-4331-400-5	.00	12.50
02/11	02/25/2011	49655	4240	Platinum Plus/Christensen	CHRISTENS	5	320-4325-400-5	.00	12.50
02/11	02/25/2011	49655	4240	Platinum Plus/Christensen	CHRISTENS	6	204-4650-400-5	.00	139.97
02/11	02/25/2011	49655	4240	Platinum Plus/Christensen	CHRISTENS	7	100-4111-400-5	.00	8.55
02/11	02/25/2011	49655	4240	Platinum Plus/Christensen	CHRISTENS	8	204-4650-400-5	.00	131.40
Total 49655:								.00	894.27
02/11	02/25/2011	2252011	1126	Rifle City Of	14531.01 01	1	100-4514-400-4	.00	318.07
02/11	02/25/2011	2252011	1126	Rifle City Of	20031.01 01	1	100-4215-400-4	.00	92.66
02/11	02/25/2011	2252011	1126	Rifle City Of	20041.01 01	1	210-4521-400-4	.00	41.95
02/11	02/25/2011	2252011	1126	Rifle City Of	20051.01 01	1	210-4521-400-4	.00	100.88
02/11	02/25/2011	2252011	1126	Rifle City Of	20330.01 01	1	100-4422-400-4	.00	118.30
02/11	02/25/2011	2252011	1126	Rifle City Of	20380.01 01	1	100-4414-400-4	.00	76.79
02/11	02/25/2011	2252011	1126	Rifle City Of	20460.01 01	1	205-4651-400-4	.00	41.95
02/11	02/25/2011	2252011	1126	Rifle City Of	2161.02 010	1	310-4331-400-4	.00	49.72
02/11	02/25/2011	2252011	1126	Rifle City Of	22071.01 01	1	210-4521-400-4	.00	127.51
02/11	02/25/2011	2252011	1126	Rifle City Of	22141.01 01	1	310-4331-400-4	.00	398.04
02/11	02/25/2011	2252011	1126	Rifle City Of	22151.01 01	1	205-4651-400-4	.00	17.42
02/11	02/25/2011	2252011	1126	Rifle City Of	25751.01 01	1	205-4651-400-4	.00	17.42
02/11	02/25/2011	2252011	1126	Rifle City Of	29751.01	1	320-4325-400-4	.00	1,068.78
02/11	02/25/2011	2252011	1126	Rifle City Of	30791.01 01	1	210-4521-400-4	.00	17.42
02/11	02/25/2011	2252011	1126	Rifle City Of	32211.01 01	1	320-4325-400-4	.00	17.42
02/11	02/25/2011	2252011	1126	Rifle City Of	33511.01 01	1	100-4310-400-4	.00	17.42
02/11	02/25/2011	2252011	1126	Rifle City Of	364411.01 0	1	100-4195-400-4	.00	17.42
02/11	02/25/2011	2252011	1126	Rifle City Of	36731.01 01	1	210-4521-400-4	.00	49.72
02/11	02/25/2011	2252011	1126	Rifle City Of	36771.01 01	1	320-4325-400-4	.00	4,973.84
02/11	02/25/2011	2252011	1126	Rifle City Of	36791.01 01	1	210-4521-400-4	.00	17.42
02/11	02/25/2011	2252011	1126	Rifle City Of	7791.02 010	1	100-4800-400-8	.00	49.72
02/11	02/25/2011	2252011	1126	Rifle City Of	8231.01 010	1	100-4194-400-4	.00	255.88
02/11	02/25/2011	2252011	1126	Rifle City Of	8731.06 010	1	100-4800-400-8	.00	66.96
02/11	02/25/2011	2252011	1126	Rifle City Of	9441.03 010	1	100-4800-400-4	.00	103.38
Total 2252011:								.00	8,056.09
Grand Totals:								.00	155,840.62

Dated: 2/28/11

Accounts Payable: _____

Finance Director: Charles Kelly

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	
03/11	03/02/2011	225110011	3858	Wells Fargo Bank Mn Na	022511	1	310-4333-400-8	.00	3,594.59	M
03/11	03/02/2011	225110011	3858	Wells Fargo Bank Mn Na	022511	2	310-4333-400-8	.00	5,833.33	M
Total 225110011:								.00	9,427.92	
03/11	03/02/2011	225110012	1114	Wells Fargo Bank West	022511	1	310-4331-400-8	.00	1,656.15	M
03/11	03/02/2011	225110012	1114	Wells Fargo Bank West	022511	2	310-4331-400-8	.00	6,666.67	M
Total 225110012:								.00	8,322.82	
Grand Totals:								.00	17,750.74	

Dated: 3/10/11

Accounts Payable: _____

Finance Director: Chad Kelly

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
03/11	03/04/2011	49733	4244	Boogie Down Light And Sound Inc	030411	1	210-4512-400-5	.00	200.00
Total 49733:								.00	200.00
03/11	03/04/2011	49734	5218	Braaten, Mike	030211	1	100-4135-400-5	.00	121.15
Total 49734:								.00	121.15
03/11	03/04/2011	49735	6173	Caquelin Tom	020211	1	205-4651-400-4	.00	100.00
Total 49735:								.00	100.00
03/11	03/04/2011	49736	1865	Colo Assoc Of Animal Control	030211	1	100-4414-400-5	.00	40.00
Total 49736:								.00	40.00
03/11	03/04/2011	49737	1041	Colo Dept Of Public Hlth & Env	030411	1	203-4652-400-7	.00	100.00
Total 49737:								.00	100.00
03/11	03/04/2011	49738	4292	Colo Dept Of Public Safety	S110700002	1	100-4114-400-3	.00	66.00
Total 49738:								.00	66.00
03/11	03/04/2011	49739	5511	Colorado LTAP	030411	1	100-4310-400-5	.00	25.00
03/11	03/04/2011	49739	5511	Colorado LTAP	030411	2	100-4310-400-5	.00	25.00
03/11	03/04/2011	49739	5511	Colorado LTAP	030411	3	100-4310-400-5	.00	25.00
03/11	03/04/2011	49739	5511	Colorado LTAP	030411	4	100-4310-400-5	.00	25.00
Total 49739:								.00	100.00
03/11	03/04/2011	49740	6144	COMCAST CABLE	021511	1	100-4210-400-5	.00	24.00
Total 49740:								.00	24.00
03/11	03/04/2011	49741	6069	CPRA	030411	1	210-4512-400-5	.00	404.00
Total 49741:								.00	404.00
03/11	03/04/2011	49742	5679	DRAGON M.A., LARRY	020811	1	100-4114-400-5	.00	850.00
Total 49742:								.00	850.00
03/11	03/04/2011	49743	1078	Garfield County Sheriff	021511	1	100-4210-400-5	.00	200.00
Total 49743:								.00	200.00
03/11	03/04/2011	49744	6239	Health Communications Inc	324100	1	100-4114-400-5	.00	499.00
Total 49744:								.00	499.00
3/11	03/04/2011	49745	3015	Kroger/King Sooper Cust Charge	008553	1	100-4514-400-6	.00	242.73
03/11	03/04/2011	49745	3015	Kroger/King Sooper Cust Charge	021339	1	100-4210-400-6	.00	19.48

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
03/11	03/04/2011	49745	3015	Kroger/King Sooper Cust Charge	034454	1	100-4111-400-5	.00	15.99
03/11	03/04/2011	49745	3015	Kroger/King Sooper Cust Charge	141979	1	100-4111-400-5	.00	47.51
Total 49745:								.00	325.71
03/11	03/04/2011	49746	1350	Loesch And Crann Ditch Compan	030211	1	310-4331-400-4	.00	200.00
Total 49746:								.00	200.00
03/11	03/04/2011	49747	5958	Mendez,Daniel&Suarez,Marisela	2445104	1	001-004-175	.00	137.84
Total 49747:								.00	137.84
03/11	03/04/2011	49748	4507	Neopost Inc/Neofunds	020111	1	100-4210-400-3	.00	35.00
03/11	03/04/2011	49748	4507	Neopost Inc/Neofunds	020111	2	100-4121-400-3	.00	65.00
Total 49748:								.00	100.00
03/11	03/04/2011	49749	4498	Persigo Wwtp	030211	1	320-4325-400-5	.00	165.00
03/11	03/04/2011	49749	4498	Persigo Wwtp	030211	2	320-4325-400-5	.00	165.00
03/11	03/04/2011	49749	4498	Persigo Wwtp	030211	3	320-4325-400-5	.00	165.00
03/11	03/04/2011	49749	4498	Persigo Wwtp	030411	1	310-4331-400-5	.00	330.00
Total 49749:								.00	825.00
03/11	03/04/2011	49750	1194	Pitney Bowes, Inc	398082	1	100-4151-400-3	.00	175.08
Total 49750:								.00	175.08
03/11	03/04/2011	49751	4240	Platinum Plus/Prentiss	PRENTISS 0	1	320-4325-400-5	.00	1,007.05
Total 49751:								.00	1,007.05
03/11	03/04/2011	49752	2830	Qwest	9706254960	1	100-4210-400-5	.00	143.04
03/11	03/04/2011	49752	2830	Qwest	9706257330	1	100-4114-400-5	.00	9.20
03/11	03/04/2011	49752	2830	Qwest	9706257330	2	100-4121-400-5	.00	12.29
03/11	03/04/2011	49752	2830	Qwest	9706257330	3	100-4132-400-5	.00	15.06
03/11	03/04/2011	49752	2830	Qwest	9706257330	4	100-4151-400-5	.00	30.53
03/11	03/04/2011	49752	2830	Qwest	9706257330	5	100-4191-400-5	.00	30.53
03/11	03/04/2011	49752	2830	Qwest	9706257330	6	100-4199-400-5	.00	12.29
03/11	03/04/2011	49752	2830	Qwest	9706257330	7	100-4240-400-5	.00	18.24
03/11	03/04/2011	49752	2830	Qwest	9706257330	8	100-4317-400-5	.00	23.00
03/11	03/04/2011	49752	2830	Qwest	9706257330	9	210-4512-400-5	.00	42.82
03/11	03/04/2011	49752	2830	Qwest	9706257330	10	100-4210-400-5	.00	103.01
03/11	03/04/2011	49752	2830	Qwest	9706257330	11	310-4331-400-5	.00	4.75
03/11	03/04/2011	49752	2830	Qwest	9706257330	12	320-4325-400-5	.00	4.75
03/11	03/04/2011	49752	2830	Qwest	9706257330	13	210-4521-400-5	.00	24.58
03/11	03/04/2011	49752	2830	Qwest	9706257330	14	620-4192-400-5	.00	12.29
03/11	03/04/2011	49752	2830	Qwest	9706257330	15	310-4331-400-5	.00	12.29
03/11	03/04/2011	49752	2830	Qwest	9706257330	16	320-4325-400-5	.00	12.29
03/11	03/04/2011	49752	2830	Qwest	9706257330	17	100-4310-400-5	.00	12.75
03/11	03/04/2011	49752	2830	Qwest	9706258808	1	100-4414-400-5	.00	50.47
03/11	03/04/2011	49752	2830	Qwest	9706259179	1	100-4151-400-5	.00	87.48
Total 49752:								.00	661.66

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
03/11	03/04/2011	49753	4850	Rifle Community Foundation Inc	030411	1	210-4512-400-6	.00	2,000.00
Total 49753:								.00	2,000.00
03/11	03/04/2011	49754	6093	Rifle Postal Service	030411	1	210-4512-400-3	.00	948.42
Total 49754:								.00	948.42
03/11	03/04/2011	49755	3288	Sanchez, Nancy	030211	1	100-4240-400-5	.00	203.49
Total 49755:								.00	203.49
03/11	03/04/2011	49756	5426	Sonny Conley	022811	1	100-4151-400-3	.00	75.00
Total 49756:								.00	75.00
03/11	03/04/2011	49757	4055	UPS/United Parcel Service	0000Y2097W	1	100-4210-400-3	.00	14.72
Total 49757:								.00	14.72
03/11	03/04/2011	49758	1004	Verizon Wireless	0951543097	1	310-4331-400-5	.00	48.91
03/11	03/04/2011	49758	1004	Verizon Wireless	0951543097	2	320-4325-400-5	.00	48.92
03/11	03/04/2011	49758	1004	Verizon Wireless	0951543097	3	210-4523-400-7	.00	38.07
03/11	03/04/2011	49758	1004	Verizon Wireless	0951543097	4	100-4414-400-5	.00	73.63
03/11	03/04/2011	49758	1004	Verizon Wireless	0951543097	5	100-4240-400-5	.00	119.60
03/11	03/04/2011	49758	1004	Verizon Wireless	0951543097	6	100-4194-400-5	.00	21.53
03/11	03/04/2011	49758	1004	Verizon Wireless	0951543097	7	100-4422-400-5	.00	21.54
03/11	03/04/2011	49758	1004	Verizon Wireless	0951543097	8	100-4194-400-5	.00	38.00
03/11	03/04/2011	49758	1004	Verizon Wireless	0951543097	9	100-4195-400-5	.00	43.07
03/11	03/04/2011	49758	1004	Verizon Wireless	0951543097	10	100-4132-400-5	.00	52.55
03/11	03/04/2011	49758	1004	Verizon Wireless	0951543097	11	100-4311-400-5	.00	47.56
03/11	03/04/2011	49758	1004	Verizon Wireless	0951543097	12	100-4135-400-5	.00	52.55
03/11	03/04/2011	49758	1004	Verizon Wireless	0951543097	13	620-4192-400-5	.00	577.48
03/11	03/04/2011	49758	1004	Verizon Wireless	0951543097	14	100-4111-400-5	.00	33.72
03/11	03/04/2011	49758	1004	Verizon Wireless	0951543097	15	210-4521-400-5	.00	269.17
03/11	03/04/2011	49758	1004	Verizon Wireless	0951543097	16	100-4191-400-5	.00	98.32
03/11	03/04/2011	49758	1004	Verizon Wireless	0951543097	17	100-4210-400-5	.00	1,333.43
03/11	03/04/2011	49758	1004	Verizon Wireless	0951543097	18	100-4317-400-5	.00	52.55
03/11	03/04/2011	49758	1004	Verizon Wireless	0951543097	19	210-4512-400-5	.00	297.81
03/11	03/04/2011	49758	1004	Verizon Wireless	0951543097	20	330-4320-400-5	.00	38.07
03/11	03/04/2011	49758	1004	Verizon Wireless	0951543097	21	100-4514-400-5	.00	32.81
03/11	03/04/2011	49758	1004	Verizon Wireless	0951543097	22	100-4310-400-5	.00	216.73
03/11	03/04/2011	49758	1004	Verizon Wireless	0951543097	23	320-4325-400-5	.00	53.31
03/11	03/04/2011	49758	1004	Verizon Wireless	0951543097	24	320-4325-400-5	.00	330.04
03/11	03/04/2011	49758	1004	Verizon Wireless	0951543097	25	310-4331-400-5	.00	124.05
03/11	03/04/2011	49758	1004	Verizon Wireless	0951543097	26	100-4317-400-5	.00	18.39
03/11	03/04/2011	49758	1004	Verizon Wireless	0951543097	27	320-4325-400-5	.00	13.38
03/11	03/04/2011	49758	1004	Verizon Wireless	0951543097	28	100-4310-400-5	.00	7.39
03/11	03/04/2011	49758	1004	Verizon Wireless	0951543097	29	310-4331-400-5	.00	13.39
03/11	03/04/2011	49758	1004	Verizon Wireless	0951543097	30	100-4114-400-5	.00	52.55
Total 49758:								.00	4,168.52
03/11	03/04/2011	49759	2960	Walmart Community	001514	1	620-4192-400-6	.00	10.10
3/11	03/04/2011	49759	2960	Walmart Community	016038	1	100-4210-400-6	.00	70.09
J3/11	03/04/2011	49759	2960	Walmart Community	022762	1	210-4521-400-6	.00	16.81

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
03/11	03/04/2011	49759	2960	Walmart Community	025036	1	100-4210-400-6	.00	16.85
03/11	03/04/2011	49759	2960	Walmart Community	028471	1	100-4514-400-6	.00	186.56
Total 49759:									300.41
03/11	03/04/2011	49760	4478	Western Slope State League	030311	1	210-4512-400-5	.00	845.00
Total 49760:									845.00
03/11	03/04/2011	49761	6043	Wilkins Angie	022811	1	210-4521-400-5	.00	34.68
Total 49761:									34.68
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	1	210-4513-400-4	.00	169.12
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	2	210-4513-400-4	.00	21.39
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	3	210-4513-400-4	.00	21.39
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	4	310-4331-400-4	.00	20.79
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	5	310-4331-400-4	.00	1,520.34
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	6	310-4331-400-4	.00	2,633.47
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	7	320-4325-400-4	.00	176.63
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	8	310-4331-400-4	.00	1,594.86
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	9	100-4310-400-4	.00	10.96
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	10	100-4422-400-4	.00	41.21
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	11	320-4325-400-4	.00	573.18
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	12	100-4800-400-4	.00	477.99
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	13	100-4310-400-4	.00	21.04
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	14	210-4521-400-4	.00	13.69
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	15	100-4310-400-4	.00	18.55
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	16	100-4422-400-4	.00	8.78
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	17	310-4331-400-4	.00	40.75
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	18	210-4521-400-4	.00	293.01
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	19	210-4521-400-4	.00	304.55
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	20	310-4331-400-4	.00	10.96
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	21	320-4325-400-4	.00	77.06
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	22	100-4310-400-4	.00	24.77
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	23	210-4521-400-4	.00	32.92
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	24	210-4521-400-4	.00	37.07
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	25	100-4414-400-4	.00	166.84
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	26	210-4521-400-4	.00	23.70
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	27	100-4310-400-4	.00	10.96
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	28	310-4331-400-4	.00	569.75
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	29	210-4513-400-4	.00	10.96
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	30	100-4194-400-4	.00	2,280.43
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	31	100-4310-400-4	.00	12.87
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	32	100-4310-400-4	.00	24.26
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	33	210-4521-400-4	.00	76.75
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	34	310-4331-400-4	.00	33.44
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	35	210-4521-400-4	.00	53.70
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	36	100-4514-400-4	.00	1,251.39
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	37	210-4521-400-4	.00	359.12
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	38	100-4310-400-4	.00	1,275.65
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	39	210-4521-400-4	.00	332.45
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	40	310-4331-400-4	.00	12.60
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	41	100-4310-400-4	.00	439.23
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	42	320-4325-400-4	.00	3,980.41
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	43	100-4215-400-4	.00	3,373.25

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	44	100-4310-400-4	.00	94.58
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	45	210-4521-400-4	.00	2,370.03
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	46	210-4521-400-4	.00	179.38
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	47	310-4331-400-4	.00	146.25
03/11	03/04/2011	49762	1120	Xcel Energy Inc	272038600	48	100-4310-400-4	.00	116.97
Total 49762:								.00	25,339.45
Grand Totals:								.00	40,066.18

Dated: 3/10/11

Accounts Payable : _____

Finance Director : Charl Bell

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		
03/11	03/07/2011	49629	6217	KOUTSOUBOS LOUIS	022511	1	310-4331-400-4	.00	1,085.00-	V	
Total 49629:									.00	1,085.00-	
03/11	03/07/2011	49763	5958	Kelly McQueen	1514106.	1	001-004-175	.00	287.50		
03/11	03/07/2011	49763	5958	Kelly McQueen	1514106.	1	001-004-175	.00	287.50-	V	
Total 49763:									.00	.00	
03/11	03/07/2011	49764	4441	Koutsoubos, Louis	022511	1	310-4331-400-4	.00	1,085.00		
Total 49764:									.00	1,085.00	
03/11	03/07/2011	49765	5958	Kelly McQueen	1514106/	1	001-004-175	.00	287.50		
Total 49765:									.00	287.50	
Grand Totals:									.00	287.50	

Dated: 3/18/11

Accounts Payable: _____

Finance Director: Chad Hill

To Whom It May Concern:

The Rifle City Council is in unanimous support of the Garfield School District No. Re-2's application to the Colorado Health Foundation for an implementation grant initiating a school based health center.

The Council believes that the addition of a school based health center would provide timely and necessary health care – both physical and mental - to the youth in our community and meet a need that currently goes unserved. In addition, the provision of site based health care has a great potential to keep teachers in the classroom and parents in the workplace without having to negotiate for doctor appointments at an off-site clinic.

The Rifle City Council urges favorable consideration of Garfield Re-2's Colorado Health Foundation grant application.

Sincerely,

Keith J. Lambert
Mayor

March 10, 2011

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

Re: March 16, 2011 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 March 16, 2011 Rifle City Council Meeting.

1. ASCAP License Agreement. Enclosed is a License Agreement with the American Society of Composers, Authors and Performers (“ASCAP”). Following WestFest last year, the City received correspondence from ASCAP informing it that it needed to obtain a license agreement in order to hold public performances of music. The license fee paid to ASCAP is used to pay royalties and absolves the promoter of any violations if copyrighted material is performed. Because the City did not put on WestFest, we did not enter into the Agreement. Now that the City is holding its own concert series at Centennial Park this summer, it makes sense to enter into the License Agreement and pay the annual license fee of \$309.00. This will be a continuing expense each year.

2. First Amendment to NUTS Lease for Building Renovations. As you know, the renovations to the Ute Theatre by the New Ute Theatre Society, Inc. have taken longer than expected. The City’s Lease of the Theatre to NUTS for the renovations expires at the end of March and the City needs to extend that Lease for the renovations to continue. The enclosed First Amendment extends the Lease Term by another six (6) months until September 30, 2011, which date was proposed by Tom Stuver, the attorney for NUTS.

3. Fairway Avenue Construction Agreement. For the past several years, staff has been working with the developer for Queens Crown Subdivision regarding the construction of Fairway Avenue from its terminus at Palomino Park to Highway 13 Bypass. Fairway Avenue is necessary for the development of Queens Crown and it is a long-planned roadway in the City’s Transportation Plan. The City has been collecting Fairway Avenue Impact Fees from developments occurring in Palomino Park and Knollridge for the past decade and that account holds \$288,500. The City also has grant funds from DOLA committed to Fairway Avenue in the amount of \$243,000 which the City must expend by September 30, 2011. Under the Annexation Agreement for Queens Crown, the City and Developer agreed to split the costs of the design and construction of the Fairway Avenue Extension 50/50. The construction design was completed, but neither party committed to the actual construction of the

KARP NEU HANLON, P.C.

Mayor Keith Lambert
Rifle City Council
Page 2

Project. With the Recession, the developer is unable to obtain financing for its 50% share, which is estimated to cost \$3,000,000; and the City would be hard-pressed to appropriate the amount of street funds necessary to meet its 50% obligations, let alone fund the difference. Therefore, to ensure that the City does not lose the DOLA funds and to get the Project started, we have negotiated an agreement to construct the intersection of Fairway Avenue and Highway 13, which, with all of the CDOT requirements involved, is almost one-third of the total cost of the Project. The developer is committed to manage the Project and can contribute \$200,000. The City needs to allocate \$141,000 from the street fund in addition to the funds committed to Fairway Avenue, for a total of \$672,500 in City Funds and \$200,000 in Developer Funds. The developer is responsible for and has obtained a CDOT Access Permit and will meet all of its requirements.

The Enclosed Fairway Avenue Construction Agreement restates the developer's obligation to fund 50% of the Fairway Avenue Extension and expressly prohibits any development on the Property until a new agreement with the City is made setting forth how the Fairway Avenue Extension will be completed. In all practicality, once development starts in Queens Crown, the developer would be capable of funding the completion of the Extension. The City and Developer will deposit their respective funds in an account in a bank in Rifle from which construction draws will be made. The enclosed Disbursement Agreement sets forth how draws will be approved, which provides the City complete oversight of the process. If there are any cost overruns, they will be the responsibility of the developer and the CDOT Access Permit requires the developer to obtain a bond in the amount of 110% of the Project. Because Fairway Avenue is being constructed piecemeal, upon the completion of construction of the Project, the developer will prepare a final accounting of funds expended towards the Fairway Avenue Extension by each party to ensure that the 50/50 split of total costs continues to be monitored. The remainder of the Agreement is similar to the City's standard form SIA. Finally, the developer is allowing public access to the Property as set forth in Section 10 of the Agreement so long as the City includes such access under its general liability policy.

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



PROCLAMATION

Youth Week

WHEREAS, The Benevolent and Protective Order of Elks has designated the week beginning on the 1st Sunday in May, as Youth Week to honor America's Junior Citizens for their accomplishments, and to give fitting recognition of their services to Community, State and Nation; and,

WHEREAS, Rifle Lodge #2195 will sponsor an observance during that week in tribute to the Junior Citizens of this Community; and,

WHEREAS, no event could be more deserving of our support and participation than one dedicated to these young people who represent the nation's greatest resource, and who in the years ahead will assume the responsibility for the advancement of our free society; and,

WHEREAS, our Youth need the guidance, inspiration and encouragement which we alone can give in order to help develop those qualities of character essential for future leadership; and go forth to serve America; and,

WHEREAS, to achieve this worthy objective we should demonstrate our partnership with Youth, our understanding of their hopes and aspirations and a sincere willingness to help prepare them in every way for the responsibilities and opportunities of citizenship:

NOW, THEREFORE, the City Council of Rifle, Colorado, hereby declares the week of May 1 through 7, 2011, to be

Youth Week

Approved by the City Council at a regular meeting this 16th day of March, 2011.

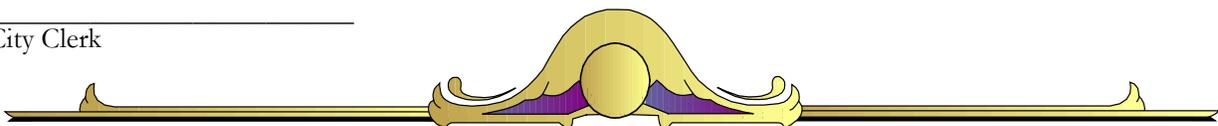
CITY OF RIFLE

By:

Attest:

Mayor

City Clerk





PROCLAMATION

Arbor Day

WHEREAS, in 1872 J. Sterling Morgan proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, the holiday called Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, the City of Rifle is recognized as a "Tree City, USA" by the National Arbor Day Foundation and desires to continue its tree planting ways.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, hereby proclaims April 23, 2011 as Arbor Day in the City of Rifle, and urges all citizens to support efforts to protect our trees and to support our City's urban forestry program, and further urges all citizens to plant trees to gladden the hearts and promote the well being of present and future generations.

Approved by the City Council at a regular meeting this 16th day of March, 2011.

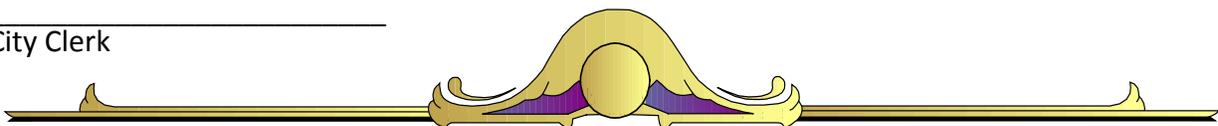
CITY OF RIFLE

By:

Attest:

Mayor

City Clerk





**DOWNTOWN
DEVELOPMENT
AUTHORITY
RIFLE, COLORADO**

March 2, 2011

Rifle City Council
City of Rifle
P.O. Box 1908
Rifle, CO 81650

RE: New DDA Board Member Appointment

Dear Mayor Lambert and City Council Members:

The Downtown Development Authority, on March 2nd, voted unanimously to approve **Nella Barker** for a Board position. We feel that Nella, as a property owner in the district, will be a great asset to the Board and is eager to participate in the improvement of Downtown Rifle.

Thank you for your consideration and should you have any questions, please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Helen Rogers".

Helen Rogers
DDA Project Manager

Nella D. Barker, REALTOR®
1973 County Road 210
Rifle, Colorado 81650

February 14, 2011

Ms. Helen Rogers, Manager
Downtown Development Authority
202 Railroad Avenue
Rifle, Colorado 81650

Dear Helen,

I would like to be considered for membership on the board of the Downtown Development Authority.

My sister and I own the property at 413 Railroad Avenue. As a property owner within the boundaries of the downtown area, I am very interested in what is going on in our downtown and what is coming to our downtown.

Also, I have reached a point in my life where I have the time to devote to this endeavor.

Very truly yours,



Nella D. Barker

Hyland Enterprises, Inc

Complete

Production Services



P.O. Box 1906
Rifle, CO 81650

P: (970) 625-8270
F: (970) 625-8271

Date: 3/9/11

City of Rifle
City Counsel
202 Railroad Ave.
Rifle, CO 81650

Ladies and Gentlemen,

Hyland Enterprises Inc. is strongly committed to the Rifle community and supporting the local economy. Not only did we have our office complex built in Rifle, we do the majority of our purchasing locally. In addition we have more than ninety employees that live and work in and around Rifle. All of this is possible only if we are able to stay competitive in today's tough market.

With the current increase imposed on our water rates, we feel we would be put at a competitive disadvantage. Because of this, Hyland has been forced to secure a load out from two other municipalities. They have agreed to sell us water at a significantly lower rate. Hyland's management would prefer to keep the revenue in the city in which we live and work, but we have more than ninety employees that are depending on us to stay competitive and in business with the customers we are currently serving. For these reasons we are hopeful that we can come to an agreement that can still be advantageous for both parties.

Thank you for your consideration in this matter.

Sincerely,



Stan Wailes
Hyland Enterprises, Inc.
Operations Manager – Rifle Terminal
970-355-4417 Cell
swailes@completeprod.com



City of Rifle
 PO Box 1908
 202 Railroad Ave
 Rifle, CO 81650
 Forward Service Requested

For Billing Questions -
 Please call 970-665-6445

Scanned 2/10/11
 R.

Please complete payment information.

Account No.	Bill Date	Due by-02/25
32641.01	02/01/2011	21,772.18
Credit Card	Select Card	
	<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover	
Card No.	Exp. Date	
Signature	Amount Paid	
Check	Check No.	Amount Paid

Make checks payable to:

AUTO MIXED AADC 480



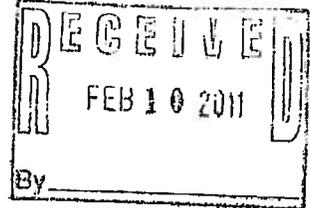
Hyland Enterprises
 Complete Production Services
 3770 Puritan Way, Unit J
 Federick, CO 80516-9463



City of Rifle
 PO Box 1908
 Rifle, CO 81650

NEX848188
 002717

4275 JAN 11



10000000

Check if your billing information has changed. Provide update(s) above or on the reverse side.

Please detach and return top portion with payment.

Pay This Amount

Pay This Amount 21,772.18

Account Summary

Previous Balance 13,436.85
 Payments & Credits 13,436.85CR
 Charges 21,772.18
 New Balance 21,772.18

Service Summary

Account No. 32641.01
 Service Month 01/01/2011-01/31/2011
 Meter Read Dates 12/20/2010 - 01/20/2011
 Days 31
 Rate Class Bulk User
 Address 4275 W Centennial Pkwy

Messages

- PLEASE KEEP IN MIND THAT ANY BALANCE AT BILLING IS PAST DUE AND IS PAYABLE NOW.
- After hours drop box is located in the alley on the North side of City Hall near Railroad Ave. Billing can also be paid online at WWW.RIFLECO.ORG. This option is not available for tenants.
- CITY HALL WILL BE CLOSED FEBRUARY 21ST FOR PRESIDENTS DAY. TRASH SERVICE THAT WEEK WILL SHIFT TO THE FOLLOWING DAY FOR ALL RESIDENTS.

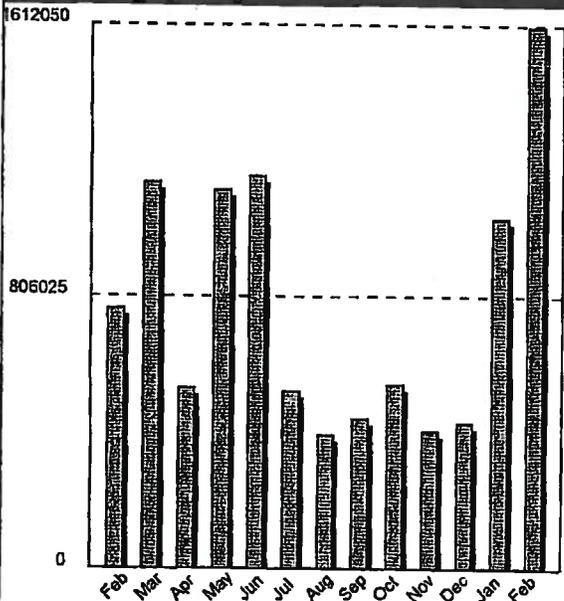
Service Detail

Description	Meter Readings		Mult	Usage	Amount
	Previous	Present			
Water	23,068	24,680	1000.0-	1,612,000	21,772.18
Water - Other					
Delinquent Notice					

5689 / 63130-0107-101-10-6011

~~21,772.18~~
 = 13.506

Water Usage History





6/15

TO: John Hier, City of Rifle
FROM: Bill Sappington, P. E., Public Works
DATE: September 15, 2006
RE: Construction Water Use

Bill S

Please sign the attached Agreement for Bulk Water Use with Complete Energy Services. Complete Energy Services has been using a construction meter and complying with City Code regarding use and payment for this purpose. Complete Energy Services moved their operations from the east side of Rifle to the West Rifle interchange area. They requested that the bulk fire hydrant meter be placed inside their building for all weather protection and ease of use. In addition, they requested to make the installation more permanent by installing a standard meter that the City of Rifle could read with our radio telemetry reading system.

Bulk water for construction purposes is sold at twice the in-City rates and with a set up charge for the account of \$100.00 and an additional \$25.00 per month service charge. At any time the City can demand the water use be immediately stopped for reasons such as water emergencies, main breaks, drought, i.e., for any reason. Bulk water customers do not pay a System Improvement Fee as their use is generally temporary. Complete did pay a System Improvement Fee for the size, type and water use associated with their new building.

In order to accomplish this request, Public Works proposed an agreement to allow the use of this meter inside subject to all the conditions as specified by City Code for bulk water use. No permanent right to City water is granted with this agreement. If the City desires to end the arrangement, Complete will need to convert their meter to a smaller meter and return the larger meter to the City. Legal drafted the agreement for Rifle.

If you have any questions, please let me know.

CC: Charles Kelty, Finance; Charlie Stevens, Utility



AGREEMENT FOR BULK WATER USE

THIS AGREEMENT made this 16 day of AUGUST, 2006, by and between the CITY OF RIFLE, COLORADO, a home-rule municipality (hereinafter "City") and COMPLETE ENERGY SERVICES, LLC, a Delaware limited liability company (hereinafter "Developer");

WITNESSETH:

WHEREAS, Developer is the owner of certain real property located in the City of Rifle, Colorado, which property is described on Exhibit A attached hereto and incorporated herein by this reference (hereinafter the "Property"); and

WHEREAS, Hyland Trucking ("Tenant") leases a building occupying part of the Property from Developer (the "Hyland Building"), which building is shown on Exhibit B attached hereto and incorporated herein by this reference; and

WHEREAS, Developer has connected to the City's water distribution system via a four inch (4") water line running to the Hyland Building, and Developer wishes to utilize City water for Tenant's benefit on a semi-permanent basis; and

WHEREAS, Developer and Tenant desire to utilize a private metered bulk water distribution system in the Hyland Building rather than an outdoor system controlled by a City fire hydrant, and further propose to pay the bulk water rate currently in effect in the City and be regulated by the Rifle Municipal Code ("RMC") as if the use was for outdoor construction; and

WHEREAS, no system improvement fees for permanent water distribution will be paid to the City for Developer's installation and Tenant's use of City water through the four inch (4") water line, and the use shall not be considered a permanent fixture on the Property; and

WHEREAS, the City shall maintain the authority and discretion to terminate water service to the Property and the Hyland Building at any time and for any reason without notice.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated by this reference.
2. Purposes. The purpose of this Agreement is to set forth the terms and conditions to be met by Developer in relation to use of City water in the Hyland Building. All terms and conditions contained herein are in addition to all requirements of the Rifle Municipal Code, the Utility Code (Title 13 of the RMC) the City of Rifle Land Use Regulations (Title 16 of the RMC), the Rifle Public Works Manual and state and federal statutes, and are not intended to supersede any requirements contained therein, except where specifically provided in this Agreement.

3. Use of Bulk Water. The City hereby agrees to allow Developer to utilize a four inch (4") water line serving a private metered bulk water distribution system inside the Hyland Building, and Developer agrees to pay the City's bulk sales rate as set forth in Section 13-1-380 of the RMC for all water used; provided, however, that the City reserves the right to terminate such water service to the Hyland Building at its sole discretion, at any time and for any reason without advance notice. Developer agrees and acknowledges that no system improvement fees for such water use have been paid, and that, pursuant to the RMC and federal and state constitutions, **no permanent right to City water through the four inch (4") water line for bulk water use is created by this Agreement.** The parties acknowledge that the Building's regular water supply is obtained through a one inch (1") service line extending from the four inch (4") water line for bulk water use, and any termination of bulk water service shall not terminate water use from the one inch (1") service line for which system improvement fees have been paid. Notwithstanding the installation of the private metered bulk water distribution system, the use of City water in the Hyland Building shall be treated as an outside fire hydrant use pursuant to the RMC at Section 13-1-380. Developer shall install a cross connection control device and maintain said device in accordance with City requirements.

4. Fees. Pursuant to the RMC at Section 13-1-380, the City agrees to make bulk sales of water available to Developer at a cost of two hundred percent (200%) of the applicable City rate, as may be amended, subject to termination at the City's sole discretion. Developer shall also be obligated to pay the \$100.00 meter installation/account activation fee for bulk sale water and the \$25.00 monthly service charge set forth in Appendix A to the RMC, page A-8, for the duration of the bulk water use. In the event the City is forced to pursue collection of any amounts due and unpaid under this provision, the City shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

5. Periodic Inspection. The City shall have the right to make engineering inspections at the Developer's expense during the time Tenant is using City water for its private metered bulk water distribution system pursuant to this Agreement. In the event that the City terminates Developer's bulk water use under this Agreement, Developer shall permanently terminate use of the four inch (4") water line for purposes of bulk water delivery.

6. Voluntary Action of Developer. Notwithstanding any provision of the Rifle Municipal Code, the Developer agrees that all terms and conditions of this Agreement are agreed to and constitute the voluntary actions of the Developer.

7. Assignment. This Agreement may not be assigned by the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event Developer desires to assign its rights and obligations herein, it shall so notify the City in writing together with the proposed assignee's written agreement to be bound by the terms and conditions contained herein.

8. Indemnification. Developer agrees to indemnify and hold the City harmless from any and all claims or losses of any nature whatsoever incurred by the City resulting from Developer's use of City water on the Property or this Agreement for Bulk Water Use. This indemnification shall

include actual attorneys' fees incurred in the event that any party brings an action against the City for any of the approvals described herein.

9. Waiver of Defects. In executing this Agreement, Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the City to impose conditions on Developer as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

10. Release of Liability. It is expressly understood that the City cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the City of Rifle Code and Ordinances and the laws of the State of Colorado, and that Developer, when dealing with the City, acts at its own risk as to any representation or undertaking by the City officers or agents or their designees which is subsequently held unlawful by a court of law.

11. Binding Effect/Recording. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. This Agreement shall be recorded with the Garfield County Clerk and Recorder's Office.

12. Authority. Each person signing this Agreement represents and warrants that he is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

14. Notice. All notices shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to City:

City of Rifle
P. O. Box 1908
Rifle, CO 81650

With copy to:

Leavenworth & Karp, P.C.
P. O. Drawer 2030
Glenwood Springs, CO 81602

Notice to Developer:

Complete Energy Services, LLC
14450 JFK Boulevard, Ste 400
Houston, TX 77032

COMPLETE ENERGY SERVICES, LLC:

By J. Michael Mayer
Name: J. MICHAEL MAYER
VP

STATE OF)
) ss.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this 16 day of August 2006 by J. Michael Mayer as Vice President of Complete Energy Services, Inc.

WITNESS my hand and official seal. My Commission expires: Feb. 8, 2009.

Melissa Corley
Notary Public





Memo

To: John Hier, City Manager. Honorable Mayor and Council

From: Tom Whitmore, Parks Maintenance Director

Date: March 9, 2011

Re: Portable Restroom Bids for 2001 and 2012

Bids for portable services were solicited. We received bids from 4 of 6 vendors that indicated interest.

The results are as follows:

Parks Portable Restroom Bid Results				
	Vendor	2 year total	loc discount	total
1	United Site Services	\$ 42,670.00	\$ -	\$ 42,670.00
2	MRI	\$ 44,660.00	\$ 1,339.80	\$ 43,320.20
3	Waste Management	\$ 44,903.60	\$ -	\$ 44,903.60
4	Down Valley Septic	\$ 50,620.00	\$ 3,037.20	\$ 47,582.80

Allowance calculated for local preference per City Ordinance No. 10 Series of 2010 Page 4:					
	Down Valley--In-Rifle Preference	\$ 50,620.00	6%	\$ 3,037.20	\$ 47,582.80
	MRI--In-County Preference	\$ 44,660.00	3%	\$ 1,339.80	\$ 43,320.20

Staff accounted for the local preference outlined in the City of Rifle Purchasing Ordinance (shown above). The discounts were applied and included in the total for the ranking.

Staff recommends approval of United Site Services for portable restroom service for Rifle Parks for 2011 & 2012 in the amount of \$42,670.00 (\$21,335.00 per year)

Thank you,
Tom





Memorandum

TO: Honorable Mayor and Council
FROM: John Hier, City Manager
Dick Deussen, Engineer
DATE: March 8, 2011
RE: Solid Waste RFP

Handwritten signatures of John Hier and Dick Deussen in black ink.

The City recently developed an RFP and advertised for proposals for collection of solid waste. This was undertaken in an effort to determine if it may in fact be advantageous to privatize the solid waste collection program currently being operated by the City.

Interested contractors were directed to submit proposals that would mirror the programs presently being offered by the City. This included services for a variety of container sizes, extra containers, special pickups, etc.

Contractors were requested to submit prices to purchase the City's current inventory of containers as well as the two waste hauling vehicles.

Four proposals were received from the following contractors:

- Waste Management
- MRI
- Dependable Waste Service
- Redi-Services

A tabulation of the proposals is attached.

Based upon our staff's review of these proposals, staff believes that the two most viable options include the proposals submitted by Waste Management and MRI. I recommend that Council authorize staff to initiate negotiations with MRI. If we cannot successfully negotiate a contract with MRI, we would initiate negotiations with Waste Management.

In either instance, if a successful negotiation is achieved, staff will present Council with a proposed contract for the service.

Please contact myself or Dick Deussen if you have any questions on this matter.



MRI

1800 MEDICINE BOW COURT
SILT, CO 81652

SCHEDULE D

Schedule D, Description of Proposed Services

Mountain Roll-Offs Inc. (MRI) will distribute an information packet to each resident prior to the first day of pickup. Included in the information packet will be a welcome letter, a map of the city showing which areas of the city will be serviced on each day, observed holidays, acceptable materials which may be placed in the waste containers and recycling containers, non-acceptable materials and materials which may be picked up for an additional charge. The company phone numbers and hours of operation along with an emergency number. All of this information will also be placed on our website at WWW.MRICO.NET.

MRI will continue to service the City of Rifle Monday thru Thursday maintaining the same zone boundaries as presently used by the city. MRI will continue to use the automated system of pickup with the existing containers that have been provided to the residents by the city. Waste will need to be contained within the container that has been provided. All waste must be at the curb by 7 AM.

Any complaints received from a resident will be dealt with on the same day as the call was received. If the issue at hand is more complex, a meeting with the resident will be setup so that a mutual resolution can be found. MRI will keep track of these complaints and report them quarterly to the City of Rifle.

MRI will continue to provide special weekly pickup service following the same schedule, items, and quantities that the city has done in the past. We will have the special pickups occur on the same Wednesday of each month currently scheduled by the City of Rifle.

Recycling(Option A)

MRI will provide curbside recycling to the residents of Rifle. The recycling will occur **weekly** on the same day of service as the waste removal. MRI will provide each resident with a recycle bin and all recycle material must be contained within the bin. Residents may use additional bins of similar size and shape for any additional volume of recyclable materials at no additional charge. All recycle material must be at the curb by 7 AM.

Composting (Option B)

MRI will provide curbside composting to the residents of the city of Rifle. The materials collected for composting will be identified with the input of Jim Duke when his facility has become operational. We will provide a separate container for the compost material and service days will fall on the same day as waste removal. A separate vehicle will be used for this pickup. If the city is interested in starting immediately, we can discuss drop off points and use roll-off containers for the transportation of the collected materials to Caca-Loco at the City of Glenwood landfill.

EXECUTIVE SUMMARY

At Waste Management, we go beyond the basics of waste collection and disposal to help provide a broad range of environmental solutions. Rifle has worked hard to position itself as the municipal sustainability leader in the Grand Valley. Privatizing the City's waste services provides an opportunity to be the leader for years to come. By partnering with Waste Management, the City will be able to better manage the waste stream, improve safety, ensure regulatory compliance and promote environmental stewardship.

We understand the importance of customizing programs to meet the specific needs of the City of Rifle. With this in mind, we have highlighted numerous programs that will assist in meeting your progressive community goals today and into the future.

Our comprehensive service offerings, progressive approach to sustainability, and commitment to the community are aligned with, and complement, the City's commitment to providing high-quality public services to residents.

To that end, Waste Management's proposal not only meets but also exceeds the RFP requirements in the following areas:

- Cost for Service
- Prior experience with solid waste collection
- Value added services proposed
- Customer service standards proposed
- Proposed purchase of existing city inventory and equipment
- Proposal for accepting one city existing FTE



In addition, Waste Management is confident that our proposal will not only meet but exceeds the City's expectations relative to:

- Thoroughness of information provided
- Other miscellaneous details of the proposal

WHY PRIVATIZE?

Deciding to privatize the City's solid waste collection services can be a daunting decision causing considerable stress and second guessing as to whether you've made the right decision. You will find that partnering with Waste Management will be a nearly effortless endeavor and with our industry leading standards of service and product offering, you can be confident that



the residents of Rifle can continue to receive the level of service they are accustomed to. In fact, we aim to exceed their expectations by offering a new suite of services they may have never thought of before. We will do all of this while adopting Rifle's current scheduled service dates and routing in order to provide seamless continuity of service.

Benefits to the City of Rifle:

- Provide a stable funding source
- Reduced capital expenditures
- Reduced labor costs
- Reduced insurance and liability
- Reduced administrative costs – Call Center provided by hauler
- Cost savings to the City – landfill tip fees paid by hauler
- Cost Savings to the City – removal of the public recycling drop-off location
- Same great service to residents
- Added benefits to the City and residents per Waste Management's Added Value Services
- A trusted partner in helping the City reach its sustainability goals
- Even revenue generation through administration fees – should the City choose to
- Revenue generation through Waste Management's Recycling Rebate program

Why Privatize with Waste Management:

- Guaranteed service
- Unmatched safety programs
- A financially stable company with over 30 years of experience
- Introduction of new programs – Added Value Services
- Seamless transition – Waste Management will build (in conjunction with the City) a transition plan to ensure a seamless transition
- Unmatched public relations and community education programming
- Guaranteed service and recycling programming regardless of the economy
- A recycling partner who can guarantee that when you recycle with Waste Management, your recyclables will be recycled! – our cradle to grave management of material
- Competitive pricing
- Revenue generation through our Recycling Rebate program
- Top-notch customer service – Waste Management will build a welcome notification program for Rifle residents to ensure a seamless transition
- A positive work environment for Rifle's FTE
- The industry leader in sustainable programming that will help the City of Rifle meet and exceed its goals – today, tomorrow, and in years to come!!!

At Waste Management we guarantee a seamless transition for the City of Rifle, affected businesses AND your residents!!!



VALUE OF WASTE MANAGEMENT

Waste Management as a Solutions Provider

Rifle may not initially think of a waste hauler as a solutions provider, but Waste Management's partnership vision is to provide solutions that will assist in Rifle's ability to:

- Continue to progress in sustainability initiatives
- Provide timely service
- Increase community protection
- Comply with regulatory mandates
- Provide cost cutting and revenue generation strategies that will assist in addressing the City's current budget shortfall.

PROPOSAL

COST FOR SERVICE - SOLUTIONS THAT CONTROL COSTS

Waste Management of Colorado will help the City control its trash and recycling-related costs, and plan for the City and future sustainability needs by:

- Providing clear and accurate monthly invoices that minimize impact on the City's administrative resources.
- Instituting ongoing driver and employee safety training.
- The application of WasteRoute to optimize operational efficiencies.
- Not only providing competitive pricing, but unsurpassed added value services
- Pricing that allows the City to— should it choose to — charge an administrative fee to recoup its costs for its water treatment facility projects, all while providing area residents with the service and price they have come to expect.
- A true partner that can aid the City in meeting and exceeding its sustainability goals.
- A convenient and innovative solution for curbside pick up for Household Hazardous Waste and none traditional items like electronics recycling and Sharps.

Price Sheet

Please see *Schedule A Attachment 1* for information relating to Waste Management's proposed cost for service.

Pre-Bid Meeting With Prospective Contractors

Waste Management of Colorado Inc. was represented at the mandatory pre-bid meeting held at City Hall in Rifle on February 17, 2011 by Scott Hutching, Manager of Government Affairs; Travis Burke, Carbondale District Manager and Dave Jones, Grand Junction District Manager.



Proposal to Hire Rifle FTE

Please see *Schedule C Attachment 1* for information relating to Waste Management's proposal for acquiring current Rifle FTE.

Curbside Household Hazardous Waste Program

Via our "At Your Door Special Collection" service, Waste Management is pleased to offer a first of its kind service - in the area - for curbside pickup of Household Hazardous Waste. Please see *Attachment 7*, for more information.

PRIOR EXPERIENCE, SUITABILITY, AND QUALIFICATIONS

Waste Management of Colorado provides collection, recycling and disposal services to more than 190,000 municipalities, commercial, industrial and residential customers throughout 41 counties in Colorado. The company employs approximately 1,200 full and part-time personnel, and has been servicing Colorado for nearly 30 years.

In our 30 year history, Waste Management has always been and continues to be in good standing with the State of Colorado - please see *Attachment 2* for more information. Furthermore, Waste Management maintains a Satisfactory Carrier Safety Rating by the US Department of Transportation - please see *Attachment 3* for more information.

While we have the resources of a national company, make no mistake about it our heart is local, because when you really think about it, the waste industry by its very nature is inherently local. Waste Management's recycling plants, our operations, our equipment, and the people who make us who we are, are all right here. Of note, Waste Management maintains an open door policy at all of our facilities, thus City staff and elected officials are welcome at anytime.

In fact, Waste Management has serviced the greater valley for over 13 years. Furthermore, Waste Management employs over 50 employees at our Carbondale location alone, and as a result supports over 150 people in the area.

Waste Management of Colorado's Carbondale office is located at:

0062 County Rd 113
Carbondale, CO 81623
Phone: 970-384-6223

Financial Statement

Waste Management is financially stable partner that the City can count on regardless of the state of the economy. As a demonstration of our stability, please visit: www.wm.com for Waste Management's complete annual report, however, *Attachment 5* provides an overview of Waste Management's financial history for the past five years.

Certificate of Insurance

As further assurance, please see *Attachment 6* for more information on our insurance.





TO: John Hier, City Manager
FROM: Dick Deussen, P.E., City Engineer 
RE: 2011 Street Improvements
DATE: March 8, 2011

Please request City Council to authorize design of the 2011 Street Improvements to SGM for an amount not to exceed \$48,500. This amount would cover design at four different locations: 1) 7th Street from Whiteriver Avenue to Birch Avenue (joining the previous overlay just east of Birch), 2) Aspen Avenue from 5th Street to 7th Street, 3) 8th Street from Railroad Avenue and 4) the east half of Whiteriver Avenue from 1st Street to the alley north of first. Funds are available from the Street Improvement Fund (201-4312-400-735). It is also intended to correct a drainage problem on 7th Street between Aspen and Birch Avenues. Funds for that work would be from 201-4312-400-736.

7th Street would be entirely milled at the bottom of the hill, near Whiteriver Avenue, and along the curb and gutter for the remaining distance. Aspen would be entirely milled and re-graded to establish a better crown on the street. Whiteriver Avenue would be reconstructed as the pavement is failing at this location. All of these streets are heavily travelled and traffic control will be an important part of the construction activities.

It is planned to construct a new street consisting of curb, gutter, sidewalk and travelling surface for 8th Street within the 50 foot wide right-of-way. Parallel parking would be allowed on both sides and the street would be 2-way instead of the present one way traffic pattern. This street is becoming a thoroughfare with increased pedestrian and vehicular traffic between residential neighborhoods and Railroad Avenue for students and Lift-up patrons and needs improvement.

We had asked for the design cost for another street, McCarron Avenue, but we feel if included, the design and construction cost will exceed the budget amount for this year.

It is planned to bid the 2011 Street Improvement project including all streets but allowing the City to select only those streets which can be constructed using the available budget amount.

We included in the design the geotechnical work and the bidding assistance and used the lower design estimate, which we feel can be accomplished with careful fiscal management by City Staff.





March 4, 2011

Mr. Dick Deussen, P.E.
City Engineer
City of Rifle
202 Railroad Avenue
Rifle, Colorado 81650

**RE: 2011 Street Improvements
Engineering and Survey Budget Costs**

Dear Dick,

At your request and per the scope of work that you provided to us, I am providing you this proposed budget for engineering and surveying for the design and survey of the 2011 Streets Improvements Project(s) for the City of Rifle. Our understanding of the work noted as follows:

1. Survey, design and construction drawings (in CDOT format) for the reconstruction of 8th Street from Railroad Avenue to East Avenue.
2. Using 1982 City Aerial Mapping and recent photometric mapping, provide the design and construction drawings of the 7th Street overlay project from Whiteriver Avenue to Birch Avenue.
3. Using 1982 City Aerial Mapping and recent photometric mapping, provide the design and construction drawings of the Aspen Avenue overlay from 5th Street to 7th Street.
4. Using 1982 City Aerial Mapping and recent photometric mapping, provide the design and construction drawings of the McCarron Avenue overlay from 3rd Street to 5th Street.
5. Survey, design and construction drawings for the reconstruction/overlay of the east half of Whiteriver Avenue from 1st Street to the alley to the north.

Please note the following other specific information included in this budget proposal:

8th Street Work

1. Provide a detailed survey of the site to identify existing conditions that are to be evaluated and/or replaced with this work.
2. Obtain a geotechnical report for pavement design.

ASPEN

101 FOUNDERS PLACE, UNIT 102
PO Box 2155
ASPEN, CO 81611
970.925.6727
970.925.4157 FAX

GUNNISON

103 WEST TOMICHI AVE
SUITE A
GUNNISON, CO
970.641.5355
970.641.5358 FAX

GRAND JUNCTION

573 WEST CRETE CIRCLE
BUILDING 1, SUITE 205
GRAND JUNCTION, CO 81505
970.245.2571
970.245.2871 FAX

MEEKER

320 THIRD STREET
MEEKER, CO 81641
970.878.5180
970.878.4181 FAX



3. Provide the design for curb, gutter, sidewalk and roadway from Railroad Avenue, east to the intersection of East Avenue. Note that the drawings will be prepared in CDOT format and will also incorporate coordination with XCEL Energy for future under grounding (conduit provision) of secondary power feeds to adjacent street lights.
4. Provide a 60% drawing set for City staff review and incorporate City comments. It will also incorporate meeting attendance (if desired by and set up by staff) to meet with local residents to obtain concerns and represent plans for design and construction.
5. Provide a 90% drawing set with project manual and construction cost estimate.
6. Incorporate City comments and advertise in the Post Independent at dates selected by the City.
7. Provide the City with contract documents in PDF format for release by the City to the contractors.
8. Provide bidding services including answering questions from contractors, preparing addenda as required, attend pre-bid meeting and review bids received and provide a letter of recommendation for award.

7th Street Overlay Work

1. Provide a base map using the 1982 City Aerial mapping and the recent photometric mapping. Using "wheeled" measurements in the field, work with yourself and Brian Prunty to identify any concrete curb and gutter and sidewalk that will need to be replaced prior to rotomill and overlay. The "wheeled" measurements will be used to quantify the specific quantities to be used on the bid schedule as well as locate water valve boxes, manholes and other features needing to be adjusted or protected from the work.
2. Provide survey in the vicinity of the drain inlet and detention pond in front of St. Mary's Church to design and detail the repair of the drainage problems on 7th Street in this area.
3. Provide the design and drawings necessary to describe, quantify and bid the work.
4. Provide a 60% drawing set for City staff review and incorporate City comments.
5. Provide a 90% drawing set with project manual and construction cost estimate.
6. Incorporate City comments and advertise in the Post Independent at dates selected by the City.
7. Provide the City with contract documents in PDF format for release by the City to the contractors.
8. Provide bidding services including answering questions from contractors, preparing addenda as required, attend pre-bid meeting and review bids received and provide a letter of recommendation for award.

Aspen Avenue Overlay Work

1. Provide a base map using the 1982 City Aerial mapping and the recent photometric mapping. Using "wheeled" measurements in the field, work with yourself and Brian Prunty to identify any concrete curb and gutter and sidewalk



that will need to be replaced prior to rotomill and overlay. The “wheeled” measurements will be used to quantify the specific quantities to be used on the bid schedule as well as locate water valve boxes, manholes and other features needing to be adjusted or protected from the work.

2. Provide the design and drawings necessary to describe, quantify and bid the work.
3. Provide a 60% drawing set for City staff review and incorporate City comments.
4. Provide a 90% drawing set with project manual and construction cost estimate.
5. Incorporate City comments and advertise in the Post Independent at dates selected by the City.
6. Provide the City with contract documents in PDF format for release by the City to the contractors.
7. Provide bidding services including answering questions from contractors, preparing addenda as required, attend pre-bid meeting and review bids received and provide a letter of recommendation for award.

McCarren Avenue Overlay Work

1. Provide a base map using the 1982 City Aerial mapping and the recent photometric mapping. Provide “wheeled” measurements in the field to highlight and quantify important features associated with the project. The “wheeled” measurements will be used to quantify the specific quantities to be used on the bid schedule as well as locate water valve boxes, manholes and other features needing to be adjusted or protected from the work.
2. Provide the design and drawings necessary to describe, quantify and bid the work.
3. Provide a 60% drawing set for City staff review and incorporate City comments.
4. Provide a 90% drawing set with project manual and construction cost estimate.
5. Incorporate City comments and advertise in the Post Independent at dates selected by the City.
6. Provide the City with contract documents in PDF format for release by the City to the contractors.
7. Provide bidding services including answering questions from contractors, preparing addenda as required, attend pre-bid meeting and review bids received and provide a letter of recommendation for award.

Whiteriver Repair from 1st to Alley

1. Provide a base map using the 1982 City Aerial mapping and the recent photometric mapping. Provide “wheeled” measurements in the field to highlight and quantify important features associated with the project. The “wheeled” measurements will be used to quantify the specific quantities to be used on the bid schedule as well as locate any water valve boxes, manholes and other features needing to be adjusted or protected from the work.
2. Provide the design and drawings necessary to describe, quantify and bid the work.
3. Provide a 60% drawing set for City staff review and incorporate City comments.



4. Provide a 90% drawing set with project manual and construction cost estimate.
5. Incorporate City comments and advertise in the Post Independent at dates selected by the City.
6. Provide the City with contract documents in PDF format for release by the City to the contractors.
7. Provide bidding services including answering questions from contractors, preparing addenda as required, attend pre-bid meeting and review bids received and provide a letter of recommendation for award.

Although we have been redundant in reiterating common elements with each scope of work, please note that we anticipate that the project will be put together and bid as one package. We anticipate working with you to develop bid schedules that will best suit the City's needs and budgets with each project.

Please note that we have provided a preliminary order of magnitude cost estimate for the construction of these projects. Our estimates are attached hereto. Depending upon asphalt and base pricing for 2011, we anticipate that the construction will range in costs as noted as follows:

1. 8th Street Reconstruction \$125,000 to \$135,000
2. 7th Street Overlay \$258,000 to \$283,000
3. Aspen Avenue Overlay \$115,000 to \$125,000
4. McCarron Avenue Overlay \$60,000 to \$70,000
5. Whiteriver Repair \$20,000 to \$25,000

Given the foregoing, we anticipate the survey and design budgets will be in the ranges noted as follows:

1. 8th Street Reconstruction \$24,500 to \$30,500
2. 7th Street Overlay \$8,000 to \$10,000
3. Aspen Avenue Overlay \$6,500 to \$7,500
4. McCarron Avenue Overlay \$2,500 to \$3,500
5. Whiteriver Repair \$2,000 to \$3,000

For the bidding assistance we anticipate \$2,000 to \$2,500. Note that the geotechnical engineering assistance to be provided by H-P Geotech is budgeted at \$5,000.

As we will be providing you PDF files, please note that the budget does not include the reproduction costs necessary to produce the variable number of documents that would be necessary through the bidding process or post bidding process. If you need to budget a specific number, we can set a specific number of sets and limit the number of bidders to that number of sets accordingly. Note, however, that we have included in the budget are the various reproduction costs that would be related to City review and working drawings necessary to get the projects to bid.



Note that the project does not include contract administration post bid award. We can work with you at that point to determine the City's needs in this regard and update a budget proposal accordingly.

Thank you for giving us this opportunity to provide this budget. If you have questions or need us to modify the scope of work, please don't hesitate to call.

Respectfully,

SCHMUESER GORDON MEYER, INC.

A handwritten signature in black ink, appearing to read 'Jeffrey S. Simonson', written over the company name.

Jefferey S. Simonson, P.E.



Preliminary Cost Estimate - 8th Street

Date: 3/4/2011

Project: 8th Street - City of Rifle

Item Number	Item	Quantity	Unit	Unit Price	Price
1	Asphalt Paving	199	ton	\$ 115.00	\$ 22,891.44
2	Aggregate Base Course	549	ton	\$ 32.00	\$ 17,571.84
3	Earthwork				
	Excavation	719	cu yd	\$ 5.00	\$ 3,595.06
	Scanfication and recompaction	308	cu yd	\$ 7.50	\$ 2,311.11
4	Curb and Gutter	640	lf	\$ 30.00	\$ 19,200.00
5	4 ft Valley Pan	272	sf	\$ 6.00	\$ 1,632.00
6	Sidewalk (5')	3200	sf	\$ 6.00	\$ 19,200.00
7	Drainage inlets	0	ea	\$ 2,000.00	\$ -
8	Drainage Manhole	0	ea	\$ 3,500.00	\$ -
9	Storm Drain Outlet/Modifications	0	ea	\$ 5,000.00	\$ -
10	Handicap Ramps	4	ea	\$ 2,500.00	\$ 10,000.00
11	Storm Water Management				
	Silt Fence	640	lf	\$ 2.00	\$ 1,280.00
	Inlet Protection	0	ea	\$ 250.00	\$ -
	Outlet Protection	2	ea	\$ 250.00	\$ 500.00
	Tracking Pad	1	ea	\$ 1,500.00	\$ 1,500.00
	Management	20	hr	\$ 155.00	\$ 3,100.00
12	Electrical Conduit	360	lf	\$ 15.00	\$ 5,400.00
13	Secondary Power lines for Lights	0	lf	\$ -	\$ -
14	Lights	0	ea	\$ -	\$ -
15	Topsoil	0	cuyd	\$ 25.00	\$ -
16	Seeding	0	sf	\$ 0.25	\$ -
17	Striping	0	ls	\$ -	\$ -
18	Signage	4	ea	\$ 150.00	\$ 600.00
	Sub Total #1				\$ 108,781.45
	Traffic Control (5%)				\$ 5,439.07
	Mobilization/Demobilization (10%)				\$ 10,878.15
	Sub Total #2				\$ 125,098.67
	MCR's				\$ 10,000.00
	Total Estimate Cost				\$ 135,098.67



Preliminary Cost Estimate -7th Street

Date: 3/4/2011

Project: 7th Street - City of Rifle (Approximately 2100 lf)

Item Number	Item	Quantity	Unit	Unit Price	Price
1	Asphalt Paving (2" depth)	828	ton	\$ 115.00	\$ 95,247.60
2	Rotomill Edges (1 1/2" x 6' wide)	2800	sy	\$ 2.75	\$ 7,700.00
3	Remove/Replace Concrete (budget)	175	sy	\$ 95.00	\$ 16,625.00
4	HMA Patching (budget 10%)	750	sy	\$ 70.00	\$ 52,500.00
5	Adjust Manholes	7	ea	\$ 250.00	\$ 1,750.00
6	Adjust Water Valves	10	ea	\$ 100.00	\$ 1,000.00
7	Striping	1	ls	\$ 2,500.00	\$ 2,500.00
8	Concrete Handicap Ramp	16	ea	\$ 2,500.00	\$ 40,000.00
9	Storm drain piping/modifications	85	lf	\$ 50.00	\$ 4,250.00
10	Storm Drain Outlet/Modifications	1	ea	\$ 1,500.00	\$ 1,500.00
18	Signage	11	ea	\$ 150.00	\$ 1,650.00
	Sub Total #1				\$ 224,722.60
	Traffic Control (5%)				\$ 11,236.13
	Mobilization/Demobilization (10%)				\$ 22,472.26
	Sub Total #2				\$ 258,430.99
	MCR's				\$ 25,000.00
	Total Estimate Cost				\$ 283,430.99



Preliminary Cost Estimate - Aspen Avenue

Date: 3/4/2011

Project: Aspen Avenue - City of Rifle (Approx. 720 feet)

Item Number	Item	Quantity	Unit	Unit Price	Price
1	Asphalt Paving	551	ton	\$ 115.00	\$ 63,391.68
2	Mill in place	2560	sy	\$ 3.00	\$ 7,680.00
3	Earthwork				
	Excavation - Budget 40%	340	cu yd	\$ 5.00	\$ 1,700.00
	Scarification and recompaction	850	cu yd	\$ 2.50	\$ 2,125.00
4	Curb and Gutter (Budget 20%)	288	lf	\$ 30.00	\$ 8,640.00
5	4 ft Valley Pan	264	sf	\$ 6.00	\$ 1,584.00
6	Sidewalk (5') (Budget 20%)	1440	sf	\$ 6.00	\$ 8,640.00
7	Adjust Manhole	3	ea	\$ 250.00	\$ 750.00
8	Handicap Ramp	2	ea	\$ 2,500.00	\$ 5,000.00
9	Striping	1	ls	\$ 1,500.00	\$ 1,500.00
10	Signage	3	ea	\$ 150.00	\$ 450.00
	Sub Total #1				\$ 101,460.68
	Traffic Control (5%)				\$ 5,073.03
	Mobilization/Demobilization (10%)				\$ 10,146.07
	Sub Total #2				\$ 116,679.78
	MCR's				\$ 10,000.00
	Total Estimate Cost				\$ 126,679.78



Preliminary Cost Estimate -McCarron

Date: 3/4/2011

Project: McCarron Avenue - City of Rifle (Approximately 630 lf)

Item Number	Item	Quantity	Unit	Unit Price	Price
1	Asphalt Paving (2" depth)	248	ton	\$ 115.00	\$ 28,574.28
2	Rotomill Edges (1 1/2" x 6' wide)	840	sy	\$ 2.75	\$ 2,310.00
3	Remove/Replace Concrete (budget)	75	sy	\$ 95.00	\$ 7,125.00
4	HMA Patching (budget 10%)	25	sy	\$ 70.00	\$ 1,750.00
5	Adjust Manholes	2	ea	\$ 250.00	\$ 500.00
6	Adjust Water Valves	6	ea	\$ 100.00	\$ 600.00
7	Striping	1	ls	\$ 2,000.00	\$ 2,000.00
8	Concrete Handicap Ramp	4	ea	\$ 2,500.00	\$ 10,000.00
18	Signage	4	ea	\$ 150.00	\$ 600.00
	Sub Total #1				\$ 53,459.28
	Traffic Control (5%)				\$ 2,672.96
	Mobilization/Demobilization (10%)				\$ 5,345.93
	Sub Total #2				\$ 61,478.17
	MCR's				\$ 10,000.00
	Total Estimate Cost				\$ 71,478.17



Preliminary Cost Estimate -Whiteriver Avenue

Date: 3/4/2011

Project: Whiteriver Avenue - City of Rifle (Approximately 160 lf)

Item Number	Item	Quantity	Unit	Unit Price	Price
1	Asphalt Paving (4" depth)	69	ton	\$ 115.00	\$ 7,923.96
2	Excavation	213	cy	\$ 7.50	\$ 1,600.00
3	Remove/Replace Concrete (budget)	10	sy	\$ 95.00	\$ 950.00
4	Saw Cut	200	lf	\$ 4.00	\$ 800.00
5	Adjust Manholes	2	ea	\$ 250.00	\$ 500.00
6	Adjust Water Valves	3	ea	\$ 100.00	\$ 300.00
7	Striping	1	ls	\$ 1,500.00	\$ 1,500.00
8	Concrete Handicap Ramp	2	ea	\$ 2,500.00	\$ 5,000.00
9	Signage	1	ea	\$ 300.00	\$ 300.00
	Sub Total #1				\$ 18,873.96
	Traffic Control (5%)				\$ 943.70
	Mobilization/Demobilization (10%)				\$ 1,887.40
	Sub Total #2				\$ 21,705.05
	MCR's				\$ 5,000.00
	Total Estimate Cost				\$ 26,705.05



Legislative Update to Council – Info current as of March 10, 2011

58th Legislative Day; 62 days left in the 120 day session

Note: Strikethrough means bill is dead/postponed indefinitely

Staff recommends City Council Consider positions on two bills:

HB 1223: Would modify the **composition of the COGCC**, returning it to its pre-2007 composition by adding more industry representatives and eliminating the local government representative and eliminating the ex-officio members including the Executive Directors of DNR and CDPHE.

Rep. Scott/Sen. King

****Staff recommends Opposition****

SCR 001: modifies the **initiative process and related signature requirements**. Refers to the voters in 2012 a question to increase the percentage of votes needed to pass a constitutional initiative to 60%, statutory changes would require a 2/3 vote of the legislature to amend in the first three years of being after being adopted, requires 5% of signatures to come from each of Colorado's congressional districts (often referred to as "Son of Ref O").

****Staff recommends Support****

SB 35 and HB 1123, Sen. Roberts/Rep. Coram, Prohibit Severance Tax and FML Revenues Transfers to the General Fund. These identical bills seek to stop the transfers of Severance Tax and Federal Mineral Lease revenues to the State General Fund for use to balance the budget and prohibit the "freezing" of the funds. Council knows and understands the critical nature of these funds to energy impacted local governments. According to the Senate sponsor, she seeks to have the State recognize that the funds are collected and dedicated for use by local governments and that fundamental changes in the state budget need to occur to ensure that the State Government is operating within its means. Senate Bill 35 has been assigned to the State Affairs Committee (generally considered the "kill" committee) for a hearing on Monday, February 7 and HB 1123 has been scheduled for a hearing on Wednesday, February 9th in the House Agriculture committee. The bills are being supported by CML, Colorado Counties Inc., as well as the Colorado Water Congress. Given the state budget shortfall, these bills are a long-shot, but the subject is in-line with past Council policy on Severance/FML revenues.

Staff recommendation: Support

Update: SB 35, DEAD; HB 1123 on Second Reading in the House

HB 1115, Rep. Priola/Sen. Tochtrop, Reduction in Retainage for Public Construction Projects.

This bill will reduce by half the amount of retainage allowed in a construction contract for a

public entity. Retainage is the contract portion that is retained by the contracting entity/owner to ensure the project is completed to the owner's specifications. Currently, public entities are allowed to retain basically 10% of a total project over \$150,000 – this will drop that amount to 5%. Concerns with the bill include: 1) 5% may not be enough to hold a contractor to the job to ensure they complete the project/punch list to the owner's specification and therefore reduces statutory protections for the taxpayers' funds; 2) This bill applies only to public entities and not to the private sector as well; 3) Requires release of a percentage portion retainage if the owner uses/occupies all or a portion of the project within AMENDED TO 60 days, increasing contract administration; 4) Once retainage is released, the local government is allowed to keep twice the estimated cost to finish remaining work/punch list items, but those items may not be enough to keep a contractor on the job.

Staff Recommendation: Oppose

Update: Passed House, triple assigned in Senate – currently re-referred to S. Business Affairs Committee. Sen. White may attempt to increase the project amount trigger to \$500,000.

HB 1116, Rep. Szabo, Local Government Waste Service Changes Require a Vote. The bill requires local governments to receive voter approval before providing, contracting to provide, or requiring residents of a local government to pay fees for waste services. This bill only impacts local governments when they choose to change how they handle trash/waste services. As Rifle is currently undergoing a review and RFP for waste services, this bill, if passed and signed by the Governor, could delay Council's decision and cause the City to incur election costs. Additionally, there already are various mechanisms in law that allow for public input into such a Council decision.

Staff Recommendation: Oppose

Update: Passed Committee, was amended – will die in Senate if not before.

Overview of other bills of municipal concern:

SB 40: Would require coaches of youth sports to take "**concussion recognition training**".

SB 45: As amended – creates a **power line siting TASKFORCE** to meet over the summer and bring recommendations for statutory changes to the 2012 legislature. CML has dropped its opposition.

SB 66: Localize the process for issuing **special event alcohol permits** and ease related regulation. CML, Municipal Clerks and State Dept. of Revenue support the bill. There is no known opposition.

SB 63: Encourages local governments to **plan for health/health care** in their master plans

~~**SB 64:** Prohibits CDOT from requiring a private land owner from paying costs to improve a roadway in order to be granted an access permit – unless the affected local government agrees with CDOT.~~

~~**SB 97:** Allows government to post public notices on their website if it is deemed more affordable and will reach a wider audience.~~

~~**SB 112:** Prohibits Collected Bargaining by government entities.~~

SB 130: Requires disclosure of energy use for all commercial building sales after 2013.

SB 164: Transfers various cash funds to the State general fund to balance the budget, including **local government impact grant funds totaling \$85M**. Holds harmless direct distribution funds.

SJR 05: A Senate Resolution proposing a prohibition on **unfunded mandates** to state and local governments. Supported by all local government associations. (Laid over daily)

HB 1043: Modifications to last year's **medical marijuana** laws. Extends moratorium, requires owners be at least 2 year residents of Colorado, allows locals to conduct background checks and fingerprinting, eliminates exemption from open records law for grow-houses locations, allows grow-ops to supply for more than one center or infused product manufacturer as long as they are held by the same licensee, limits total plants to 500 for an infused products manufacturer with some exceptions, local or state not required to maintain seized marijuana plants or products and cannot sell such seized products, mandates state rulemaking on disposition of illegal marijuana plants/products, makes it illegal to burn marijuana to avoid seizure or investigation or abandon a license without 48 hours notice to locals and state and without forfeiting plants/products to the state for destruction, mandates care-givers provide names/info of clients to the state, requires state to provide to locals locations of care-giver grow-operations if requested and requires those grow operations meet local laws, rules and regulations, clarifies regulations regarding physicians making recommendation for MMJ use, specifies land used for MMJ shall not be considered agricultural land,

HB 1059: As Amended: Prohibits DENVER URBAN local governments from imposing a NON-RESIDENT fee or seeking reimbursement for costs incurred by **first responders** in connection with a motor vehicle accident.

HB 1072: requires **petitioners of statewide ballot initiatives** to affirm they are familiar with the laws governing the initiative process, participate in person on initiative hearings and file expenditure reports regarding petition activity within 10 days of filing petitions, among other provisions.

HB 1113: Requires local governments that collect **development impact fees** to report annually on the amount collected, interest earned and use and publish the information on their website.

~~**HB 1052:** State Pay as you go requirements~~

HB 1170: Extend income tax credit for construction of alternative fuel (CNG) fueling stations.

~~HB 1172: COGCC and CDPHE to review EPA Frac'ing Study and reenacts law requiring the COGCC to report to the General Assembly complaints relating to water quality and oil and gas development.~~

~~HB 1092: Prohibits local governments from prohibiting bicycles on streets unless an alternate route is provided and a traffic study has been conducted and the findings warrant the prohibition.~~

HB 1199: Extends the limitation that mandates municipalities to charge \$500 for residential or \$1000 for a commercial **solar installation building permit** to 2018 and states no additional charges fees for plan review, permit, etc. may be charged unless the proposed array is greater than 2MW – then actual costs may be charged.

HB 1202: Public Entity must have an approved appropriation prior to approving a **change order** in a contract for a public improvement.

HB 1205: Allow **concealed-carry** of a hand-gun without a permit.

HB 1207: AS AMENDED starting July 2011, **ESTABLISHES a VOLUNTARY DONATION PROGRAM on all movie tickets** sold in the state for an incentive fund for film production in Colorado.

HB 1210: requires CDOT to make short-term recommendations to the Legislature to improve **mobility on the I-70 Mountain Corridor** by February 2012 for improvements that can be completed by 2017.

HB 1218: Allows the creation of a **County FML district** to receive all FML revenues from DOLA (as a way to not diminish County PILT – FML currently reduces County PILT revenues) and allows municipalities from the County to join and have their FML allocations dedicated to the fund.

~~HB 1246: Solid Waste Collection Road Fee – allows counties or municipalities to charge a road maintenance fee on each load of solid waste brought to a landfill to be used to improve and maintain roads leading directly to the facility.~~

HB 1261: Establishes a **DUI threshold for THC** (Marijuana) of 5 nanograms or more.

HB 1264: Would **permit ATVs to travel on city streets** with a max. speed of 45 MPH as long as they meet certain safety requirements and are licensed. Municipalities could prohibit on paved streets, but not unpaved streets.



Memo

To: City Council
John Hier, City Manager

From: Lisa Cain, City Clerk

Date: March 9, 2011

Subject: Appointment of Alternate Representative on County Senior Programs Board

Councilor Miller is the City of Rifle's Representative on the County Senior Programs Board. The City has not designated an Alternate Representative, but it might be advisable to do so.

Judy Martin, Manager, Garfield County Senior Programs, informed me that the Board's Bylaws include the following provisions related to membership:

- Membership shall be voluntary. The representatives designated as Senior Programs Board members are expected to participate and attend meetings. Alternate members may be designated but must be approved by the BOCC.
- Each member organization may have its alternate representative attend Senior Programs Board meetings as an alternate non-voting member, or be designated as a voting member in the absence of the member. In the case that a member leaves his/her organization, the alternate, if any, or the agency which the member represented, shall be contacted regarding membership on Senior Programs Board.
- Each member shall be advised of the confidential nature of his/her responsibilities in accordance with Sections 19-1-303 and 19-1-307, C.R.S., as amended, and shall be required to sign a confidentiality agreement.
- Board members are expected to attend every regular meeting. In the event a member cannot attend, he/she should notify the Senior Programs Manager in a timely manner.
- In the event a member of this Board should miss three consecutive regularly scheduled meetings without just cause, that member's position may be declared vacant by the Senior Programs Board and the BOCC may appoint some qualified person for the remainder of that term from that organization.

Ms. Martin indicated that the alternate could be either an elected or an appointed official.

The Board meets the 3rd Wednesday of every month from 8:30 a.m. to 10:30 a.m. in Carbondale.

Staff recommends that Council appoint a County Senior Programs Board Alternate Representative and determine whether the alternate will be a non-voting member, or a voting member in the absence of Councilor Miller.





MEMORANDUM

To: John Hier, City Manager

From: Mike Braaten, Government Affairs Coordinator

Date: March 10, 2011

Re: Government Affairs staff update

Rifle Water Conservation Plan Implementation: Irrigation System Audits and Rebates

Staff continues to work with outgoing Utility Director Stevens, Public Works Administrative Assistant Fitzsimmons, Parks Director Whitmore and SGM on the development and implementation of an audit and rebate program for audits and improvement of residential irrigation systems.

A teaser "bill stuffer" on the program was included in residents' water bills in March and another "bill stuffer" directing residents to application materials on the City website will be included in the April bills. Web-site application materials will go live on or before April 1. Parks Director Whitmore is developing an RFP for an irrigation contractor to conduct audits and recommend and complete irrigation system improvements. The program will be promoted through advertisements (and hopefully an article on the program) in the Citizen Telegram in late March and early April. Irrigation system audits will commence in late April or early May.

Funding for the implementation of the Rifle Water Conservation Plan comes from the City of Rifle and a grant from the Colorado Water Conservation Board.

Biofuels Symposium

A symposium focusing on biofuels and regional biofuels development will be held at the Rifle CMC campus on Thursday, March 24 from approximately 10am to 2pm. If any Council members care to attend, please let me or Planner Nathan Lindquist know to ensure they are registered (and are accounted for in the lunch count).

Ennovate – Technical Energy Audit for the City of Rifle

Ennovate, the City's energy performance contractor, has been working over the last few months to develop a technical energy audit for the City of Rifle's identified buildings and facilities. Staff recently learned that the TEA will be released to the City on or around April 1. Once received by the City, Staff will review the proposed improvements and costs and will likely come before Council sometime this summer with recommended improvements and costs.

Colorado Public Radio Interview:

According to CPR reporter Megan Verlee, the state budget story that will include an interview with City of Rifle officials will air on Wednesday, March 16.

Parks Concessionaire Policy

At the request of Recreation Director Briedis and due to workload and timing issues, I am assisting him in researching and assembling samples of municipal parks concessionaire/vendor policies and RFPs and analyzing those policies for potential application and development of a park concessionaire/vendor policy for the City of Rifle (for consideration by PRAB and ultimately the City Council in the coming months).

Colorado Nutrient Coalition

Utility Director Stevens has involved me in a coalition he has been involved with for over a year that is working to influence rulemaking occurring at the Federal and State level regarding proposed limits on nutrient concentrations in waters of the State. If adopted as initially proposed the new rules would result in significant unfunded mandates to wastewater treatment facilities of this state. After Utility Director Steven's departure from the City, I will continue to stay involved on behalf of the City as appropriate.

Colorado Main Street Program – Rifle Candidate

During the 2011 budget development process, Council approved funding to continue as a Main Street Candidate through the Colorado Main Street Program. New and different this year, the State of Colorado through the Colorado Dept. of Local Affairs will be taking over the Main Street Program from Downtown Colorado Inc. (DCI), however, DCI will still be involved in the program by providing training and technical assistance to Main Street communities.

Joint Congressional Redistricting Committee of the State Legislature in G.J. on Saturday, March 19

A bipartisan committee of the Colorado General Assembly will hold a meeting and take public testimony regarding redistricting of the state's 7 congressional districts. After the 2010 Census, the State legislature is required to redraw the state's congressional districts to ensure each district holds approximately the same number of people (about 720,000). Our district, CD-3, currently represented by Scott Tipton, is one of the largest districts, geographically, in the nation. Given the Census, CD-3 will need to add more people. The state legislators' districts will start to be redrawn this summer.

Garfield Clean Energy – IGA update

During an upcoming council meeting, staff from Garfield Clean Energy (formerly Garfield New Energy Communities Initiative) will come before council to request an approval of an updated IGA to stay involved in the organization's on-going clean energy and energy efficiency activities.

CML Annual Conference

CML's annual conference will be held on June 22-24 in Vail. Please let me know if any Council members care to attend so I can ensure their registration and hotel reservations.

CML sets Spring Outreach Meeting

CML has set their annual spring outreach/post legislative session wrap for May 19 in Glenwood Springs over the noon hour.



ENGINEERING / PUBLIC WORKS / UTILITIES

PROJECT STATUS REPORT as of: 3/16/11

Bold Text = New Information

Capital Improvement Projects

Water Treatment Plant Design

The Basis of Design Report (BODR) and drawings have been submitted for Staff review, comments made and returned to the consultant. An updated BODR is expected with the 60% submittal. A draft plant layout drawing and profile have been prepared which takes into account pressure membranes and wetlands delineation. The Staff has reviewed the process layout and design is proceeding.

The Membrane Process Equipment System was awarded to General Electric (Zenon Environmental Corporation) at a previous Council meeting, which included shop drawings of the membrane system, a demonstration pilot test, and purchase of the units. **The contract, insurance certificates and bond forms have been signed by GE and the city. A Notice to Proceed has been issued.** The shop drawings are to be delivered within 90 days. The demonstration test is to be conducted at the GMWTP during **April and May. The pilot demonstration test unit should be shipped the week of March 14th.** The test is being conducted to verify design criteria proposed by GE using Colorado River water.

To obtain funds from USDA will require an Environmental Report (ER) and Corps of Engineers will require an Environmental Assessment (EA) for an Individual Permit in lieu of a Nationwide Permit. The consultant is preparing these documents and letters have been sent to State and Federal agencies requesting information and informing them about this project. **The environmental report is to be completed in April.**

The geotechnical report has been delivered with structural and pavement recommendations for design.

A traffic study for the future RRWPF was completed and CDOT has issued an access permit for an entrance to the plant site from U.S. 6. Plans are being prepared for the entrance.

A preliminary draft of the raw water pipeline alignment has been submitted and reviewed by Staff.

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 and one or two bores (depending upon construction bid prices) across the railroad and U.S. 6 for a future raw water pipeline to the new Water Treatment facility. A permit application for a nationwide permit from the Corps of Engineers has been submitted. Bids are due March 17, 2011. **Union Pacific Railroad has sent a permit to the City for signature. A permit application has been sent to CDOT but a permit has not yet been issued. Both permits are required for the casing pipe bores to proceed. Plans and specifications were requested by 12 contractors and all attended the prebid meeting.**

Playground at Centennial Park

A playground north of the great bowl in Centennial Park in an undeveloped area, is under design. Staff has reviewed and approved the preliminary sketches and design is proceeding.

Deerfield Park

The final development plan for the Park has been prepared by the Consultant. A cost for Phase 1 construction has been developed. A portion of the plan is under design. **Preliminary designs are due at the end of March.**

Rifle Arterial Transportation Engineering (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. Staff has authorized design of several phases included in the original contract. Plans (Phase 1) are being prepared for CDOT review of changes to S.H. 13 south of Centennial Parkway which includes reducing two lanes to one to allow Whiteriver traffic to merge with Railroad Avenue traffic safely before the bridge over the river. A letter to the transportation director requested the project be placed on the State Transportation Improvement Plan (STIP). **Notification was received last week that the project, Phase 1, has been placed on the STIP.**

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, landscaping and drainage swales. A gravity service to the existing sewer is also included. The contractor has paved the roadways and installed water and sewer mains. The solids line from the RRWWRF has been installed. Trees have been planted and the irrigation system has been installed. The stormwater detention pond outlet and completion of the gravel shoulders along the roadway will be delayed until next spring. A punch list has been developed and sent to the contractor.

Biosolids Removal at the North Wastewater Plant

The third lagoon has been drained and sludge is ready for composting at the site. The second lagoon has also been drained. The first lagoon will be emptied and the work completed next year.

Water Sales Building

The project has been put on hold because software is unavailable to mesh with the Finance Department software.

Valley Lumber Site Demolition

City staff has disconnected the water and sewer services from the main building. The contractor has removed asbestos from the walls and roof and the gas and electrical services have been disconnected by Xcel. Telephone service has been discontinued. The west and north buildings have been removed by private parties. **Demolition of the main building is proceeding.** The existing sewer has been televised to locate service laterals, size of mains and location of manholes. The tree will be removed in the near future. **The existing fence will be relocated on the north property line to allow construction of the trunk sewer.**

Valley Lumber Infrastructure Design

The selected engineering firm is presently designing the sewer relocation and other improvements including grading, water mains, drainage, shallow utilities, landscaping and concrete work. A traffic study has been authorized and traffic counts have obtained at several intersections in the city and at the theater in El Jebel as requested by CDOT. A traffic report is due shortly. The geotechnical report has been submitted. **Final plans and profiles of the 18 inch trunk sewer, 10 inch sewer in the alley south of 3rd Street and a service lateral to Country Attic have been submitted for construction by**

the City. A preconstruction meeting has been held and work should begin shortly.

Expansion of O&M Service Center

It is proposed to add a 30 foot wide by 78 foot long bay on the east side of the building with garage doors at each end. Some 12 contractors requested the RFP and 5 proposals were received. Negotiations were held with the selected contractor and the price was reduced to \$159,860, well below the bid price of \$219,000. Approvals from CDPHE and DOE have been obtained to build the addition. **A contract has been signed, bonds and insurance certificates delivered, preconstruction meeting held and steel has been ordered. The contractor intends to be complete in June.**

Energy Process Audit

Requests for Proposals were sent out to eight firms for a process evaluation to reduce energy use/cost. Proposals are due March 11, 2011. The purpose is to investigate the operations and process equipment to determine if savings in energy cost can be realized.

Banner Pole Replacement/Addition

Staff and DDA are reviewing several types of poles, bases and fittings to be placed on either side of Railroad Avenue and 3rd Street at about five locations. These will be placed back-of-sidewalk. Providing electricity at four locations is being considered. **Locations for the poles have been determined.**

Relocate/Replace Street Lights at Roundabouts

Xcel has prepared new plans for replacement of one pole and relocation of three street lights on the west side between the eastbound off ramp roundabout and the Airport Road roundabout. A new pole and fixtures have been ordered. City staff will remove and replace sections of sidewalks for installation of electric cabling.

Boat Ramp

We have initiated meetings with CDOT regarding access to the Colorado River from the rest area. They have supplied a lease agreement for our review. A preliminary layout of the access, parking, ramp and picnic areas has been completed. The next stage involves preparation of an environmental report for CDOT and obtaining a permit from the Corps of Engineers. Staff prepared a RFP for use by the VIF. **A consultant has been selected to prepare the report.**

UPS System for Traffic Signals

Staff is preparing a Request for Proposals for a battery backup system for the traffic signals along Railroad Avenue. This would eliminate signal light outages due to power failures and increase the safety of the traveling public.

2011 Street Improvements

We are reviewing the condition of several city streets to determine which would have priority for overlay/reconstruction for this year. Presently we believe that 7th Street from Whiteriver Avenue to Birch Avenue as well as Aspen Avenue from 5th to 7th Streets will require an overlay to improve the condition of the streets this year. We are also reviewing the cost to construct 8th Street from Railroad Avenue to East Avenue with curbs gutters and sidewalks as one of the projects to be included. As an alternate, we are considering repairs to Whiteriver Avenue at 1st Street and/or McCarron Avenue from 3rd to 5th Street. We also hope to include improvements to the drainage system at 7th Street and Birch Avenue. **A request to Council to authorize design has been submitted for the meeting of 3/16/11.**

North Railroad Avenue and S.H. 13 Improvements

CDOT has issued a contract for safety improvements to this intersection. It will look similar to the existing layout except the roadway will be super elevated by lowering the ground level along the north edge. Additional islands will be installed as well as a pedestrian crossing at the north end of Railroad Avenue. Staff will be approving the Traffic Control plan, inspecting the connection to City streets, storm drains and any water main or sewer disruption. **A preconstruction meeting was attended by Staff at CDOT offices in Grand Junction.** Construction should begin in March **and is scheduled for completion in 60 days. 21st Street will be closed at S.H. 13 for the duration of the project. A detour of vehicles (except for large trucks) will be for a few weeks during a phase of the work.**

Acacia Avenue Water Main Extension

Our consultants are presently surveying and preparing designs for a water main extending from the south end of Acacia avenue to Whiteriver Avenue along the existing trail. This will provide a loop to guarantee water service to residents of Palomino Park and Rimrock during periods when the 3 mg tank is off the system.

Cleaning and Televising Sewer Mains

A Request for Proposals has been advertised and sent to **12** contractors for bids to clean and televise about 100,000 lineal feet of sewers within several drainage basins throughout the City. Proposals are due March 22, 2011.

Street Lights for Farmers Market

Staff has requested a cost from Xcel to install lights on East Avenue from 2nd to 3rd Streets for the proposed location for the Farmers Market this year. **Xcel is preparing a design to obtain a cost for installation.**

Street Light at Service Center

Xcel has established a price to install a light at the entrance to the Service Center and Staff is reviewing. Employees when called out at night to obtain vehicles for plowing or water main breaks, for instance, have difficulty in seeing the entrance and unlocking the gate.

Development Projects

Staff is working on the following development projects:

Development projects on hold because of the present economic downturn:

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

Development projects presently under construction include:

- Rifle Heights (minor punch list items remain)
- Creekside Townhomes (punch list items)
- NUTS sidewalk demolition
- North Pasture Commercial
- Mountain Family Health Center
- 762 Buckhorn Drive
- Senior Center Air Conditioning
- 1557 Rifle Heights Drive

Projects in progress through Planning/Engineering are:

- Kum & Go at Centennial Parkway and Railroad Avenue
- Kum & Go at 26th Street
- Kum & Go at 14th Street
- Queen's Crown

Roan View Industrial Park
Rimrock
Trapper Hollow
Rifle Airpark
Mendoza Restaurant Remodel
1413 Munroe Avenue
1397 Munroe Avenue
Burgess Dental Office
Mor storage Lot

Right-of-Way Permits

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

Scupper installation at New Ute Theater
688 Park Avenue sewer service repair
Gas Main boring at 24th Street and S.H. 13
1450 Anvil View Ave. cable boring

Garfield County Projects within the Rifle Area

Garfield County Airport Runway Realignment and Improvements

The City improvements in this project are now complete with only one punch list item remaining.

Garfield County Airport Water and Sewer System Expansion

A report has been delivered on deficiencies in the existing water/wastewater systems at the Airport and a meeting was held to discuss these concerns with the County Airport Manager, who will correct the deficiencies.

Memo

To: Honorable Mayor and City Council
From: Matt Sturgeon, Assistant City Manager
Date: 3/10/2011
Re: Fairway Avenue Extension and Development Agreement

Staff met with the developer of Queen's Crown Wednesday, March 10, to finalize the Fairway Avenue - Hwy. 13 intersection Development Agreement (aka Amendment to Queen's Crown Annexation Agreement). Staff and the developer feel we have reached a settlement position for Council's consideration and final action.

BACKGROUND

The Queen's Crown Annexation Agreement calls for the developer and City of Rifle to evenly split the cost of construction for Fairway Avenue. This project was bid last fall and the cost of construction for the entire project approached \$3 million dollars. Neither the City nor the developer has sufficient funds to incur this cost.

Because the Department of Local Affairs is a partner with the City in this project—DOLA will contribute \$242,976—staff has been working with the developer to consider whether moving forward with the intersection of Hwy. 13 and Fairway Avenue makes sense. The City will lose DOLA funding September 30, 2011.

The developer bid the intersection with a 100-foot section of Fairway Ave in February, and the prices came back at approximately \$950,000. Staff has continued to work with the developer and the contractor (Johnson Construction) to reduce the project cost. The project will now only include work in CDOT right-of-way and include City pit

run (requires CDOT specification approval). All parties believe the newly defined project can be brought in at approximately \$872,000.

The following is a breakdown of contributions by each party for Council consideration.

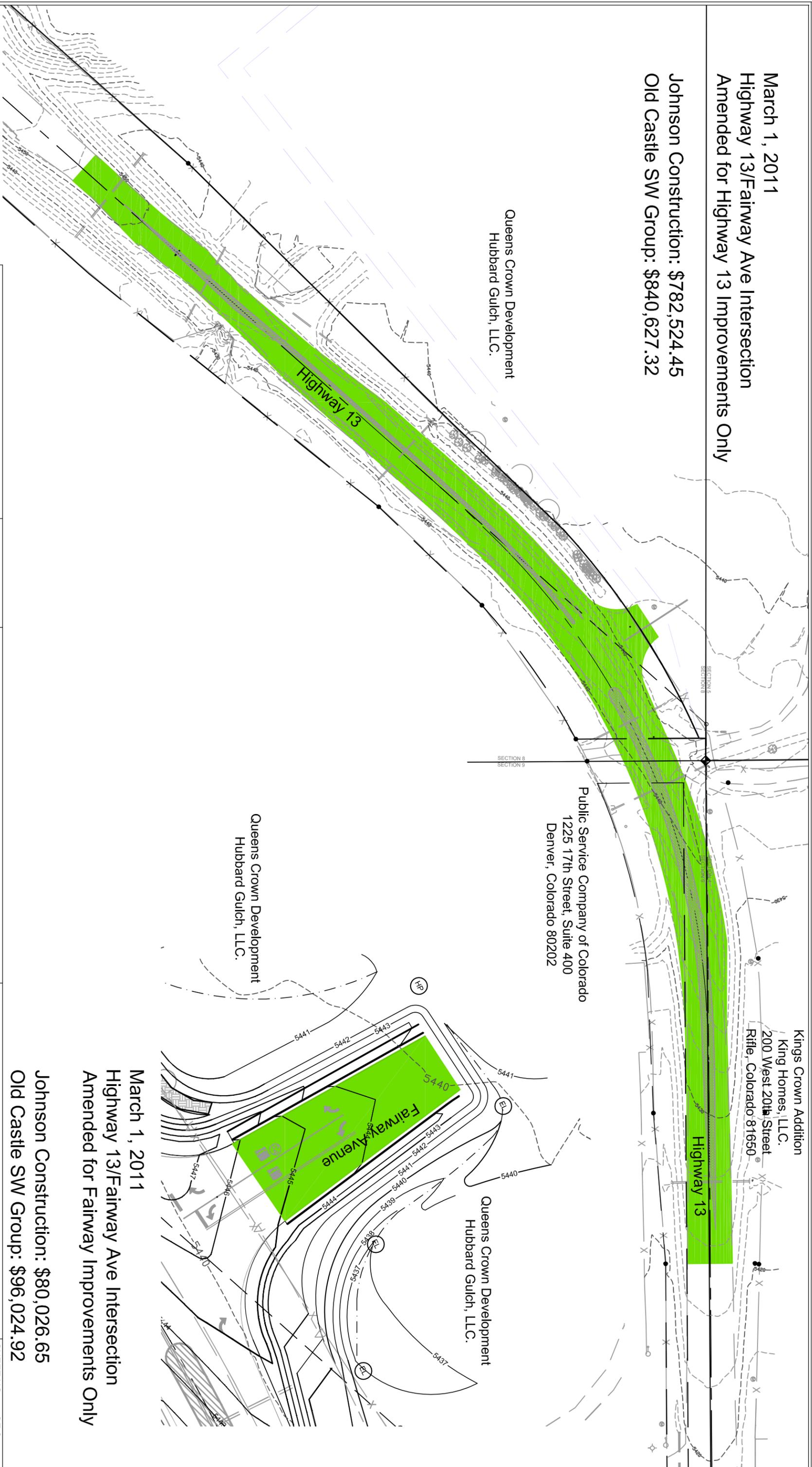
Queen's Crown Developer:	\$200,000.00
City of Rifle:	\$429,024.00
DOLA:	\$242,976.00

All funds would be placed in a bank located in Rifle, and a Disbursement Agreement would be put in place requiring signatures from City and developer before funds are released to the contractor. This would require the City deposit \$672,000, and the City would then seek reimbursement from DOLA for their contribution when the project is complete.

\$288,554 of the City's contribution will come from Fairway Avenue Impact Fees collected over the last ten years. The remainder will come from remaining 2003 bond dollars budgeted in the FY2011 budget. The developer is aware that the City's funds are being exhausted for Fairway Avenue, and development of Queen's Crown will require the developer take on 100-percent of the cost of future roadway construction. Additionally, any cost overruns associated with this project will be the developer's responsibility. Lastly, the Access Permit from CDOT is held by Hubbard Gulch, LLC, and CDOT will require the developer post a bond for 110-percent of the total project cost.

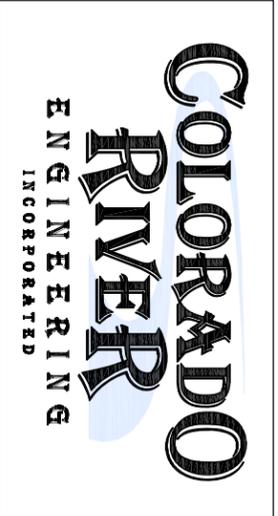
March 1, 2011
Highway 13/Fairway Ave Intersection
Amended for Highway 13 Improvements Only

Johnson Construction: \$782,524.45
Old Castle SW Group: \$840,627.32



March 1, 2011
Highway 13/Fairway Ave Intersection
Amended for Fairway Improvements Only

Johnson Construction: \$80,026.65
Old Castle SW Group: \$96,024.92



PO Box 1301
Rifle, CO 81650
Tel 970-625-4933
Fax 970-625-4564

CLIENT

Hubbard Gulch, LLC
P.O. Box 341
Avon, Colorado 81650

PROJECT

CRE-784 Queens Crown

SHEET TITLE

**Highway 13/Fairway Ave
Project Separated**

FILE

M:\Land Projects R21784-Queens Crown Subdivision\Highway13
NTP\Highway13\dwg\CRE Design - HWY 13.dwg

SHEET NO. OF 2

2
Revision



**AMENDMENT TO
QUEEN'S CROWN ANNEXATION AGREEMENT**

CONSTRUCTION OF FAIRWAY AVENUE/HIGHWAY 13 INTERSECTION

THIS AGREEMENT is made and entered into this 17th day of March, 2011 by and between the CITY OF RIFLE, COLORADO, a Colorado home-rule municipality (hereinafter "City"), and HUBBARD GULCH DEVELOPMENT, LLC, a Colorado limited liability company (hereinafter "Developer").

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real property located in the City of Rifle, Colorado known as Queen's Crown Annexation and described on Exhibit A attached hereto and incorporated herein by this reference (hereinafter the "Property"); and

WHEREAS, to set forth their agreements concerning the terms and conditions of the annexation of the Property to the City and the zoning and development of the Property, the City and Developer entered into the Queen's Crown Annexation Agreement dated April 15, 2009 and recorded as Reception No. 766895 in the Office of the Garfield County Clerk and Recorder (the "Annexation Agreement"); and

WHEREAS, among other items, the Annexation Agreement addresses the design, construction, and dedication of Fairway Avenue from its terminus in Palomino Park Subdivision to and including an intersection with Highway 13 (the "Fairway Avenue Extension"); and

WHEREAS, Developer has designed the Fairway Avenue Extension and the City and Developer wish to proceed with construction of the Fairway Avenue/Highway 13 intersection pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as material representations and acknowledgments of the parties.

2. Purposes. The purpose of this Agreement is to set forth the terms and conditions to be met by the Developer in constructing the Fairway Avenue/Highway 13 intersection and associated public improvements, and to define other terms and conditions regarding development of the Property and Developer's responsibility for the construction of the remaining portion of the Fairway Avenue Extension. All terms and conditions contained herein are in addition to all requirements of the Rifle Municipal Code, the Annexation Agreement, and state and federal statutes, including the CDOT Access Permit, and are not intended to supersede any requirements contained therein, except where specifically provided in this Agreement. In the event of any inconsistency between the provisions of the Annexation Agreement and the provisions of this Agreement, the provisions of this Agreement shall control. Nothing herein shall constitute any land use or subdivision approvals by

the City for the Property.

3. Fairway Avenue/Highway 13 Intersection. All improvements required by this Agreement or shown on the plans prepared by Colorado River Engineering for Colorado Department of Transportation Access Permit No. 309066 as they may be amended (the "Public Improvements"), shall be constructed and completed by Developer.

- A. The Public Improvements shall be constructed in conformance with the plans and specifications submitted by the Developer and approved by the City Public Works Director or his/her designee, including all supplemental plans and specifications (all on file at City Hall), and the City of Rifle Public Works Manual then in effect (hereinafter collectively referred to as "Plans and Specifications").
- B. Developer shall provide all necessary engineering designs, surveys, field surveys, and incidental services related to the construction of the Public Improvements.

4. Allocation of Project Costs. Pursuant to Paragraph 5.b. of the Annexation Agreement, Developer and the City agreed to participate regarding the construction of the Fairway Avenue Extension. The Annexation Agreement specifies that the allocation of costs between the parties for the design and construction of the Fairway Avenue Extension shall be fifty percent (50%) to the City and fifty percent (50%) to the Developer, which allocation was based on estimated traffic counts generated from the development of the Property and from existing development in Palomino Park. Nothing herein shall modify Developer's obligation to pay for fifty percent (50%) of the total costs for the Fairway Avenue Extension.

- A. City Funds. The City currently has available and has appropriated \$672,500.00 (the "City Funds") to fund the construction of the Fairway Avenue/Highway 13 intersection contemplated herein (the "Project"). The City shall have no responsibility to contribute additional funds or any other responsibilities for the construction of the Project. The City's contribution of the City Funds is subject to the Department of Local Affairs approving a Grant Contract Amendment for grant funds dedicated to Fairway Avenue.
- B. Developer Funds. Prior to the commencement of work on the Project, Developer shall submit to the City a copy of the construction contract for the Project. Any and all costs associated with the Project in excess of the City Funds shall be the sole expense and responsibility of Developer ("Developer Funds"), including any change orders or unforeseen expenses.
- C. Payment of Draw Requests. Developer and the City shall enter into a Disbursement Agreement substantially similar to the form attached hereto as Exhibit B attached hereto and incorporated herein by this reference with a bank located within the City of Rifle mutually agreed to by both parties to hold the Developer Funds and the City Funds.
- D. Final Accounting. Upon completion of the Project and acceptance of the Public

Improvements by the City, Developer shall submit to the City for its review and approval a final accounting of all costs and expenses for the Project, including each party's financial contribution, which shall serve as the final allocation of costs between the parties for the Project. Nothing herein shall modify Developer's obligation to pay for fifty percent (50%) of the costs for the Fairway Avenue Extension and following the final accounting, an addendum to this Agreement shall be recorded with the Garfield County Clerk and Recorder referring to Section 5.b. of the Annexation Agreement and setting forth each party's contribution to the Fairway Avenue Extension to date.

E. Annual Appropriation. Any payment obligation of the City required hereunder shall be subject to annual appropriations.

5. Pre-Construction Meeting. Developer shall hold a pre-construction meeting between Developer, its engineer and the City Engineer and Public Works Director for the purpose of discussing all construction issues that will be required for the Project and the Public Improvements.

6. Construction Observation and Inspection.

A. Construction Inspection by Developer. Developer shall be responsible for ensuring that its certified professional engineer provides construction inspection services as necessary to allow Developer's engineer to provide a stamped certification, when improvements are submitted to the City for acceptance, that the Public Improvements have been constructed in accordance with the Plans and Specifications approved by the City.

B. Construction Observation by the City. The City shall have the right to make engineering observations at reasonable intervals and during construction of the Public Improvements. The cost of such construction observation shall be a cost of the Project. Observation, acquiescence in or approval by any engineering inspector of the construction of any physical facilities, at any particular time, shall not constitute City approval of construction of the Public Improvements. City approvals shall be made only after completion of construction and in the manner hereinafter set forth. To assist the City in monitoring the installation of the Public Improvements, a supervisor employed by the Developer's general contractor shall inspect the Public Improvements on at least a weekly basis, and shall provide the City Public Works Director or his/her designee with supervisor's field and inspection notes relating to the installation of the Public Improvements which have been reviewed and stamped by a professional engineer. The supervisor shall regularly apprise the City Public Works Director or his/her designee of the status of the work on the Public Improvements. Further, the Developer shall have an approved geotechnical engineer monitor the methods of construction and backfill, to ensure such work is being completed in conformance with the approved Plans and Specifications, and accepted standards for such work. The geotechnical engineer shall conduct inspections and testing as directed by the City Public Works Director or his/her designee. The City agrees to respond to requests for interim inspections in a timely manner and to

respond not later than ten (10) business days after a request for a final inspection. Nothing in this paragraph shall be construed to constitute an acceptance by the City of the Public Improvements, which approval and acceptance shall only occur pursuant to the specific provisions below.

7. Completion of Public Improvements; Approval. The Developer shall complete all Public Improvements by September 30, 2011. Upon the Developer's completion of construction of the Public Improvements, the Developer's engineer shall certify in writing that the improvements have been completed in conformance with the Plans and Specifications and submit to the City a completed acceptance checklist utilizing a form approved by the City. Thereafter, the City Public Works Director or his/her designee shall inspect the Public Improvements and certify in writing and with specificity their conformity or lack thereof to the Plans and Specifications. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Plans and Specifications. The Developer shall at its expense have "as-built" drawings prepared by a professional engineer and a registered land surveyor, which drawings shall include all legal descriptions the City may require. The Developer shall also prepare a summary of the actual construction costs of all Public Improvements to be dedicated to the City. The "as-built" drawings and costs summary shall be forwarded to the City for review and approval.

Once the as-built drawings and costs summary are approved, and any and all corrections are completed, the City Public Works Director or his/her designee shall certify in writing that all Public Improvements are in conformity with the Plans and Specifications, and the date of such certification shall be known as the Acceptance Date. Within thirty (30) days of the Acceptance Date, the City shall pay Developer its pro rata share of the amount shown on the final draw request; provided, however, that the amount of funds left from the City Funds is sufficient to cover this amount.

8. Acceptance; Conveyance. Within thirty (30) days of the Acceptance Date, the Developer shall execute a bill of sale conveying to the City any interests it has in the Public Improvements to be conveyed to the City, free and clear of all liens and encumbrances. All Public Improvements conveyed to the City shall be warranted for a period of twelve (12) months from the Acceptance Date, as provided below.

9. Warranty. Developer shall warrant any and all Public Improvements and facilities which are conveyed to the City pursuant to this for a period of twelve (12) months from the Acceptance Date. Specifically, but not by way of limitation, Developer shall warrant that:

- A. The title conveyed shall be good and its transfer rightful;
- B. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- C. Any and all facilities so conveyed shall be free of any defects in materials or workmanship for a period of one (1) year, as stated above.

10. Public Access. Developer agrees that following the completion of construction of the Project and prior to Developer filing a final plat for the Property, the public is hereby granted access

the Property for non-motorized recreational purposes. The City has no obligation to, but may develop a trailhead and parking area at its discretion at the Fairway Avenue/Highway 13 Intersection. The City shall include the public access to the Property granted herein under its liability insurance policy. As part of the final plat process and at the City's request, Developer shall provide public access from the Fairway Avenue right-of-way to the open space dedicated on the final plat.

11. **Future Development of the Property.** Developer agrees that no building permit shall be issued for the Property until the City approves a Final Subdivision Plat along with a Subdivision Improvements Agreement setting forth the construction of additional public improvements necessary to serve the Property. Developer further agrees that pursuant to the Annexation Agreement, the construction of the remainder of the Fairway Avenue Extension is an expressed condition of the annexation, subdivision and development of the Property and the City reserves all of its rights to, as a condition of any subdivision or development of the Property, require Developer to complete construction of the Fairway Avenue Extension or contribute funds towards such construction, which obligation shall encumber the Property.

12. Voluntary Action of Developer. Notwithstanding any provision of the Rifle Municipal Code, the Developer agrees that all terms and conditions of this Agreement, including specifically the payment of construction costs and the completion of the Public Improvements, are agreed to and constitute the voluntary actions of the Developer.

13. Breach by Developer; City's Remedies. In the event of any default or breach by the Developer of any term, condition, covenant or obligation under this Agreement, the City Council shall be notified immediately. The City may take such action as it deems necessary to protect the public health, safety, and welfare; to protect lot buyers and builders; and to protect the citizens of the City from hardship. The City's remedies include:

- A. Utilizing any remaining funds deposited pursuant to the disbursement agreement set forth in Section 4.C. to complete the Project. In the event the City is required to expend any additional funds to complete the Project, such amount shall be considered a first and perpetual lien against the Property collectible as set forth in Section 16-1-60 of the Rifle Municipal Code.
- B. The refusal to issue to the Developer any building permit or certificate of occupancy; provided, however, that this remedy shall not be available to the City until after the affidavit described below has been recorded;
- C. The recording with the Garfield County Clerk and Recorder of an affidavit, approved in writing by the City Attorney and signed by the City Manager or his designee, stating that the terms and conditions of this Agreement have been breached by the Developer. At the next regularly scheduled City Council meeting, the City Council shall either approve the filing of said affidavit or direct the City Manager to file an affidavit stating that the default has been cured. Upon the recording of such an affidavit, no further lots or parcels may be sold within the Property until the default has been cured. An affidavit signed by the City Manager or his designee and

approved by the City Council stating that the default has been cured shall remove this restriction;

- D. The refusal to consider development plans within the Property; and/or
- E. Any other remedy available at law.

Unless necessary to protect the immediate health, safety, and welfare of the City or City residents, the City shall provide the Developer ten (10) days' written notice of its intent to take any action under this paragraph during which ten-day period the Developer may cure the breach described in said notice and prevent further action by the City. Furthermore, unless an affidavit as described above has been recorded with the Garfield County Clerk and Recorder, any person dealing with the Developer shall be entitled to assume that no default by the Developer has occurred hereunder unless a notice of default has been served upon Developer as described above, in which event Developer shall be expressly responsible for informing any such third party of the claimed default by the City.

14. Assignment. This Agreement may not be assigned by the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event Developer desires to assign its rights and obligations herein, it shall so notify the City in writing together with the proposed assignee's written agreement to be bound by the terms and conditions contained herein.

15. Indemnification. Developer agrees to indemnify and hold the City harmless from any and all claims or losses of any nature whatsoever incurred by the City resulting from the subdivision and development of the Property not caused by gross negligence of the City. This indemnification shall include actual attorneys' fees incurred in the event that any party brings an action against the City for any of the approvals described herein. The parties hereto intend not to duplicate any legal services or other costs associated with the defense of any claims against either party described in this section. Therefore, the parties hereto agree to cooperate in full to prevent duplicative expenses incurred as a result of the indemnification herein described.

16. Waiver of Defects. In executing this Agreement, Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the City to impose conditions on Developer as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

17. Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the parties and is the total integrated agreement between the parties.

18. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

19. Release of Liability. It is expressly understood that the City cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the

City of Rifle Code and Ordinances and the laws of the State of Colorado, and that Developer, when dealing with the City, acts at its own risk as to any representation or undertaking by the City officers or agents or their designees which is subsequently held unlawful by a court of law.

20. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

21. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

22. Invalid Provision. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

23. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Garfield County, Colorado.

24. Attorneys' Fees; Survival. Should this Agreement become the subject of litigation, the substantially prevailing party shall be entitled to, and the failing party shall pay, all reasonable attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

25. Authority. Each person signing this Agreement represents and warrants that he is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.

26. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

27. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to City: City of Rifle
P. O. Box 1908
Rifle, CO 81650

With copy to: Karp Neu Hanlon, P.C.
P. O. Drawer 2030
Glenwood Springs, CO 81602

Notice to Developer: Hubbard Gulch Development, LLC
c/o Rich Caples and David Young
P.O. Box 341
Avon, CO 81620

28. Gender. Whenever the context shall require, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WHEREFORE, the parties hereto have executed duplicate originals of this Agreement on the day and year first written above.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

Clerk

HUBBARD GULCH DEVELOPMENT,
LLC:

By _____
Name _____
Title _____

Legal Description

Queen's Crown Subdivision

A PARCEL OF LAND BEING THE SE1/4SE1/4 SECTION 5 AND A PORTION OF THE NE1/4NE1/4 SECTION 8, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH P.M., COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 5, A BLM BRASS CAP IN PLACE, THE POINT OF BEGINNING; THENCE S89°56'27" W ALONG THE SOUTHERLY BOUNDARY OF SAID SECTION 5 A DISTANCE OF 30.00 FEET, TO A POINT ON THE WESTERLY RIGHT OF WAY FOR FAIRWAY AVENUE PER RECEPTION NUMBER 294025; THENCE LEAVING SAID SOUTHERLY BOUNDARY S00°29'39" E A DISTANCE OF 6.65 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY FOR THE CITY OF RIFLE BYPASS; THENCE CONTINUING ALONG SAID BYPASS THE FOLLOWING FOUR (4) COURSES:

- 1) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 879.90 FEET AND A CENTRAL ANGLE OF 21°59'32" A DISTANCE OF 337.74 FEET (CHORD BEARS S57°01'48" W A DISTANCE OF 335.67 FEET)
- 2) S43°40'59" W A DISTANCE OF 207.80 FEET
- 3) S44°30'29" W A DISTANCE OF 500.10 FEET
- 4) S41°38'15" W A DISTANCE OF 757.49 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID NE1/4NE1/4 SECTION 8; THENCE ALONG SAID WESTERLY BOUNDARY N00°25'02" W A DISTANCE OF 1263.73 FEET TO THE EAST SIXTEENTH CORNER OF SAID SECTION 5 AND SAID SECTION 8, A BLM BRASS CAP IN PLACE; THENCE N00°08'12" W A DISTANCE OF 1321.36 FEET TO THE SOUTHEAST SIXTEENTH OF SAID SECTION 5; THENCE N89°39'42" E ALONG THE NORTHERLY BOUNDARY OF SAID SE1/4SE1/4 SECTION 5 A DISTANCE OF 1308.59 FEET TO THE S1/16 CORNER OF SAID SECTION 4 AND SECTION 4; THENCE S00°32'52" E ALONG THE EASTERLY BOUNDARY OF SAID SECTION 5 A DISTANCE OF 1330.50 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 57.03 ACRES MORE OR LESS.

EXHIBIT

A

DISBURSEMENT AGREEMENT

DEVELOPER: HUBBARD GULCH DEVELOPMENT, LLC

PROPERTY/PROJECT: QUEEN'S CROWN, FAIRWAY AVENUE/HIGHWAY 13 INTERSECTION, CITY OF RIFLE, COUNTY OF GARFIELD STATE OF COLORADO

THIS DISBURSEMENT AGREEMENT is entered into by and between HUBBARD GULCH DEVELOPMENT, LLC, a Colorado limited liability company ("Developer"); _____ ("Holder"); and the CITY OF RIFLE, COLORADO, a home-rule municipality ("City").

WHEREAS, the Developer has been required by the City to construct certain public improvements ("Improvements") for Queen's Crown Annexation described on Exhibit A attached hereto and incorporated herein by this reference (the "Property") in accordance with the Land Use Regulations and Municipal Code of the City of Rifle, Colorado, and subject to the Annexation Agreement for the Property and the Amendment to Queen's Crown Annexation Agreement Construction of Fairway Avenue/Highway 13 Intersection ("Amendment to Annexation Agreement"); and

WHEREAS, the Developer has agreed to complete the installation of the public improvements set forth in the Amendment to Annexation Agreement by September 30, 2011; and

WHEREAS, the City has approved specific public improvements in the amount of \$_____ ("Improvement Costs") based on the attached construction contract with _____ (the "General Contractor"), attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the Holder has agreed and committed to hold and disburse cash equal to the amount remaining unpaid as set forth in Exhibit B to the General Contractor as said improvements are completed, which cash the Developer and the City have deposited with Holder pursuant to the Amendment to Annexation Agreement, the proceeds of which are to be used for construction of the Improvements; and

WHEREAS, the proceeds available for payment of costs of construction of the Improvements is the sum unpaid set forth on Exhibit B ("Improvement Funds"); and

WHEREAS, the Developer desires to provide assurance that the Improvements are completed and the Holder is willing to ensure the City that the Improvement Funds will be disbursed to pay for the Improvements irrespective of a default by the Developer, and the City is willing to accept such assurances in lieu of requiring a letter of credit or other security for the Improvement Costs.

NOW, THEREFORE, the parties agree as follows:

1. Improvement Fund Account. The Holder agrees that the City is a third party beneficiary of the Holder's Improvement Fund Account (Acct. No. _____) and agreement to disburse the Improvement Funds for payment of costs of construction of the Improvements and that, notwithstanding any default by the Developer under this Agreement, the Holder will be obligated in accordance with the terms of this Agreement to disburse the sum remaining unpaid per Exhibit B to pay for construction of the Improvements as herein provided. Nothing contained in this Agreement shall obligate the Holder to advance more than the total amount it has agreed to disburse. Nothing contained herein shall be deemed a guaranty by the Holder of performance by the Developer of its obligations pursuant to the Amendment to Annexation Agreement or create any duty or obligation on the part of the Holder to complete the Improvements.

2. Disbursement Procedures. Improvement Funds shall be disbursed from the Improvement Fund Account for payment of costs incurred in the construction of the Improvements described in Exhibit B. Disbursements shall be made only in accordance with the following procedures:

A. Draw Requests. Draws of Improvement Funds may be requested by Developer from time to time during the course of construction of the Improvements by an amount equal to the actual cost of the Improvements completed to date or the estimated cost of such Improvements as set forth on Exhibit B, as may be amended in the future, whichever is less; provided, however, while it is not necessary that each individual Improvement be completed within the specific estimated cost parameter as set forth in Exhibit B for such Improvement, at all times, the remaining Improvements Funds not yet drawn shall be sufficient to complete the remaining Improvements as set forth in Exhibit B. For this purpose, draws of Improvement Funds shall be requested no more frequently than once per month by Developer delivering to the City a written request for disbursement on forms acceptable to the Holder. Each such request shall be signed by the General Contractor or its designee, and the Project Engineer. The request shall certify: (1) all costs for which the draw is being requested have been incurred in connection with the construction of the Improvements; (2) all work performed and materials supplied are in accordance with the plans and specifications submitted to and approved by the City; (3) all work has been performed in a workmanlike manner; (4) no funds are being requested for work not completed or for material not installed, unless stored on the Property; and (5) the Project Engineer has inspected and approved the Improvements for which payment is requested and has certified that all such improvements have been constructed in conformance with the Plans and Specifications approved with the Amendment to Annexation Agreement. Upon receipt of a draw request which complies with the signature and certification requirements set forth above, the City may inspect and review the Improvements to which the draw request relates and shall, within ten (10) days after having received the request, notify Developer by a letter indicating potential deficiencies if the City determines that the request should not be approved as to all or any portion of the work for which payment is requested. If no letter of potential deficiencies is delivered to Developer within such 10-day period, the draw request shall be deemed approved by the City and shall be promptly presented to the City Manager or his designee for signature, such signature being a

condition precedent to the disbursement of Improvement Funds. Upon signature by the City Manager or his designee, a draw request shall be delivered to the Holder for review and processing. Approval of a draw request by the City shall not constitute acceptance of such public improvements; acceptance shall occur only pursuant to the terms and provisions of the Amendment to Annexation Agreement. Draw requests may be made, and disbursements approved, for up to 75% of the Improvements Funds. The last 25% of the Improvement Funds shall be retained until the final draw request made concurrently with the City's acceptance of the Public Improvements.

- B. Disbursement. Upon receipt by the Holder of the City's written approval of a Developer request for disbursement, the Holder shall release the Improvements Funds requested to the General Contractor for payment to contractors, subcontractors, and suppliers. The City's written approval of a Developer draw request shall constitute a release of claims against the Holder with respect to those funds released for payment pursuant to the approved request.
- C. Default. The Developer shall be in default under this Agreement if any act, omission, or event occurs which breaches the Developer's requirements set forth herein or which constitutes a default pursuant to the covenants, conditions, or provisions of the Amendment to Annexation Agreement to be observed or performed by the Developer and such failure continues for a period of ten (10) days after written notice thereof is given by the City to the Developer. The City shall promptly notify the Holder if it deems the Developer in default of this Agreement. After any such notice is given, Holder shall not disburse Improvement Funds to or at the direction of the Developer. Disbursements of Improvement Funds subsequent to any notification of default shall be made only pursuant to and in accordance with subsection 2.d., below.
- D. Disbursement After Notification of Developer Default. If the Improvements are not completely and satisfactorily constructed by September 30, 2011, or upon any default by Developer as defined above, the City shall notify the Holder to immediately cease disbursement of Improvement Funds to or at the request of the Developer. Any undisbursed Improvement Funds shall thereafter be advanced solely to or at the direction of the City for the completion of the Improvements by such contractors as the City shall select; or the City, at its sole discretion, may direct the Holder to pay the full amount of the remaining undisbursed Improvement Funds to the City. If the City requires that the Holder pay the balance of the Improvement Funds to the City, upon making such payment, the Holder shall have no further obligations pursuant to this Agreement. Whether the City elects to have remaining Improvement Funds advanced in a lump sum to the City or in separate advances to subcontractors and material suppliers, the City shall be obligated to complete the Improvements in accordance with the Plans and Specifications to the extent Improvement Funds are adequate to complete such Improvements, and to promptly pay the costs of construction so that no mechanics or material supplier's liens are asserted against the Property; provided, however, nothing herein shall modify the Developer's obligation under the Amendment to Annexation Agreement to pay for

the Improvements as set forth therein; provided, further, that the City may, in its sole discretion, utilize the Improvement Funds for items not in the Plans and Specifications to mitigate potential harm to the public health, safety and welfare as a result of Developer's default. If the undisbursed Improvement Funds are not paid to the City, advances of undisbursed Improvement Funds shall continue to be made in accordance with the disbursement procedures set forth in this Section 2, except that approval of the Developer shall not be required.

3. Developer and Guarantor Waiver, Consent, and Indemnity. The Developer consents to disbursements and other actions authorized and provided for by the terms of this Agreement. Developer agrees that it will defend, indemnify, and hold the Holder harmless from any claim made on account of this Agreement, and shall waive any claim against the Holder on account of the Holder's good faith performance of its obligations under this Agreement. Should this Agreement become the subject of litigation to resolve a claim of any of the parties hereto, the Developer shall pay Holder's attorney fees, expenses, and court costs.

4. Binding Effect. This Agreement shall be binding on the heirs, successors, receivers, and assigns of all parties and shall terminate when the City has accepted the Improvements and has recorded a release of the Amendment to Annexation Agreement.

5. Immunity. Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under applicable state law.

6. No Partnership or Agency Created. The making and execution of this Agreement shall not be deemed to create any partnership, joint venture, or other relationship between the parties or any of them, and no party shall be deemed an agent of any other party because of this Agreement or anything contained herein.

7. Captions. The captions for the articles and sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

8. Complete Agreement. This Agreement, including any exhibits or addenda, constitutes the entire agreement between the City and the Holder pertaining to the method of disbursement of Improvement Funds and the Holder's obligation to disburse Improvement Funds in the event of a default by the Developer. The parties acknowledge, however, that the City and the Developer have entered into the Amendment to Annexation Agreement to which this Agreement is attached. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

9. Notices. Any notice permitted or required by this Agreement shall be given in writing and shall be given by personal delivery, registered or certified mail, or by an express delivery service. Notice shall be effective upon the date of delivery or of attempted delivery if delivery is refused. The parties' addresses for notice shall be as follows:

To the City: City of Rifle
Attention: City Manager
P. O. Box 1908
Rifle, CO 81650

With copy to: Karp Neu Hanlon, P.C.
P. O. Drawer 2030
Glenwood Springs, CO 81602-2030

To the Holder: _____

Notice to Developer: Hubbard Gulch Development, LLC
c/o David Young
P.O. Box 341
Avon, CO 81620

Any party may change its address for purposes of this paragraph by giving the other party written notice of the new address in the manner set forth above.

10. Severability. In the event any part of this Agreement is found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void part was deleted.

This Agreement is entered into this _____ day of _____, 2011.

HUBBARD GULCH DEVELOPMENT,
LLC:

By _____
Name _____
Title _____

_____ BANK, Holder

By _____
Name _____
Title _____

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk