



CITY COUNCIL AGENDA

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 May 18, 2011

WORKSHOP 6:00 P.M. CONFERENCE ROOM

- 6:00 P.M. Discuss Channel 10 Guidelines (Jim Bell)
6:30 P.M. iPad configuration and usage (Buzz Kehoe & Jim Neu)

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 May 4, 2011 Regular Meeting
B. Liquor License Renewals – Choice Liquors and Rib City
C. Appoint Board Members to Rifle Senior Center Advisory Board
D. March 2011 Financial Statements
E. Accounts Payable
F. Approve Visitor Improvement Fund Advisory Board
Recommendation for Fireworks Expenditure
- 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. Consider acting on request from Hyland Enterprises (John Hier)

- 7:35 p.m. 6. Consider approving Rifle Ventures, LLC water line extension and land acquisition through RREDC (Michael Langhorne)
- 7:45 p.m. 7. Consider proposal for Architectural Services for New Ute Theatre (John Hier)
- 7:55 p.m. 8. Consider proposal for Consulting and Design Services for New Ute Theatre (John Hier)
- 8:05 p.m. 9. Kings Crown Fairway Avenue Right-of-Way Dedication Agreement (Matt Sturgeon)
- 8:15 p.m. 10. Consider directing staff as to Ennovate's Technical Energy Audit (Mike Braaten)
- 8:25 p.m. 11. Consider amending Municipal Code regarding medical marijuana business licensing – Ordinance No. 3, Series of 2011 (first reading) (Jim Neu)
- 8:35 p.m. 12. Consider amending Municipal Code regarding mail ballot elections – Ordinance No. 4, Series of 2011 (first reading) (Lisa Cain)
- 8:45 p.m. 13. Consider calling for mail ballot election for September 13, 2011 regular municipal election – Resolution No. 5, Series of 2011 (Lisa Cain)
- 8:55 p.m. 14. Administrative Reports
A. City Manager Report
B. Other Reports
- 9:05 p.m. 15. Comments from Mayor and Council
- 9:15 p.m. 16. 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)

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: June 1, 2011 at 7:00 p.m.



MEMO

TO: John Hier, City Manager

FROM: Jim Bell, Cable 10

DATE: May 11, 2011

RE: Workshop on Rifle Community Television Guidelines

The purpose of this workshop is to discuss some proposed changes to the Cable 10 Guidelines. With one exception, most of the changes are minor, e.g. the kinds of formats accepted for playback.

The primary change is a section titled "Religious Programming". We have had a request on behalf of New Creation Church in New Castle to program their church services. Since Cable 10 is a department of the City of Rifle and a government entity, this raises some First Amendment questions of separation of church and state. The first question for Council is whether they think such programs are appropriate for playback on Cable 10. Since we are a government access channel and not a public access channel, we have no obligation to air religious programming.

Should the Council decide that these kinds of programs are appropriate for playback, then my proposal is that we should charge a playback fee of \$30 per half hour to offset the use of any City funds to support religious programming, thus complying with the Establishment Clause of the First Amendment.

RIFLE COMMUNITY TELEVISION

STATEMENT OF PURPOSE

1. Promote a sense of community;
2. Provide a way to show community life in Rifle and Garfield County;
3. Provide a forum for a diversity of viewpoints;
4. Encourage citizens to participate in the process of making television as well as watching;
5. Provide programming that is non-commercial in nature;
6. Provide programming that is not seen elsewhere on other cable television channels;
7. Encourage examination and discussion of topics of public interest;
8. Provide gavel-to-gavel coverage of public meetings;
9. Provide programming from local governments, schools, organizations and individuals;
10. Provide innovative and alternative television programming;
11. Provide a community bulletin board to announce upcoming events and to be a forum for information exchange; and
12. Improve the quality of life in Rifle and Garfield County.

PROGRAMMING

Rifle Community Television is a government access channel and a department of the City of Rifle. It is responsible for programming a cable channel and maintaining an electronic bulletin board displayed between programs.

Programs may be produced by RCTV or submitted by individuals, community organizations, educational institutions, or governmental units that are located in Rifle or provide primary services to Rifle.

Programs may be submitted from other sources as well but all programs must have a resident sponsor in the City of Rifle. A sponsor is a person who wants to have a program shown on RCTV, who takes responsibility for the program's content, who is willing to hold the City harmless and who is willing to answer any questions from the public about the program.

Acceptance of programs for cablecasting shall be within the sole editorial discretion of RCTV. Programs are usually scheduled to play twice, but may run only once due to programming demands. RCTV is not responsible for damage or loss of programs in our possession except to the extent of replacement with an equivalent blank media.

When a program accepted for cablecast contains, according to the sole editorial judgment of RCTV, discussion of controversial issues of public importance, RCTV will provide time for cablecasting alternative viewpoints. If someone objects to a program on RCTV, he is encouraged to submit a program for consideration to be cablecast.

Anyone submitting copyrighted material or requesting RCTV to record copyrighted material must obtain all appropriate clearances.

Unless it is clear to RCTV that a submitted program contains no obscene or libelous material, the person submitting must verify that the program contains no obscene or libelous material.

Scheduling is within the sole discretion of Rifle Community Television.

FORMAT GUIDELINES FOR SUBMITTED PROGRAMMING

DVD or VHS(SP mode);

If sports, it should have commentary;

Labeled with producer's name, phone number and length of program (Hrs/Secs);

Submitted at least one week before it is expected to be cablecast;

A maximum and minimum time may be established, e.g. 30-60 second spots will not be accepted; and

Tripods, external microphones and supplemental lighting should be used where possible and appropriate.

GUIDELINES FOR REQUESTS FOR RCTV TO RECORD EVENTS, ETC.

RCTV's decision to record an event is determined by the following factors, which is a non-exclusive list of considerations.

Is it consistent with the kinds of programs that have historically been on RCTV?

Is it in RCTV's judgment and experience, of interest to some people in the community, i.e., more than a mere few individuals?
Is it in RCTV's judgment and experience, "in the public interest" to record and cablecast?
Is it something that, given RCTV's budget, equipment, time and resources, we can produce efficiently?
Is it something that is not covered by the traditional broadcast media?
Is it something that cannot be produced by the person requesting our services?
Is there some value in it being recorded other than "because it was done last year?"
Is it something that is noncommercial in nature?
What are the "television expectations" involved? Is the requesting party willing to have a product that is different from commercially-produced program?

The more of these questions that are answered "yes", the more likely RCTV will record the event. If we decide not to record the event, and it fits our guidelines, we encourage the person requesting to record and submit the program to RCTV.

POLITICAL PROGRAMMING

Rifle Community Television does not produce programs promoting issues or candidates for public office. RCTV encourages candidate forums organized by public interest organizations where all candidates are given an equal opportunity to present their views. The same criterion applies to political issues such that both sides of an issue must be represented.

RCTV will not tape events that are primarily partisan in nature, especially those that promote a specific candidate.

Political programming that solicits funds will not be accepted for cablecast.

Public meetings of elected and appointed officials will be shown gavel-to-gavel to allow viewers to see meetings in context and decide what is important and newsworthy to them, i.e., be their own editors.

PROGRAMMING REPRESENTING FOR-PROFIT BUSINESSES OR ORGANIZATIONS

A program of an event or activity that is sponsored by a for-profit business primarily for the benefit of a non-profit organization may be submitted to RCTV for cablecast.

Organizations such as the Rifle Area Chamber of Commerce can submit programs on for-profit business provided the focus is to give information rather than create profit for the business, e.g. upcoming sales and pricing information should not be included.

RCTV may produce a program on a business where the educational value outweighs any advertising value and the community interest can be served by the informational content.

Programs promoting the arts, culture or individual artists are encouraged. Where the overall purpose of the program is cultural/educational/historical/artistic, restrictions on for-profit status will not apply, particularly where it is clear there is no prospect of substantial financial gain from cablecasting the program.

Where a person or organization produces a series of programs on a subject, which forms the basis for the producer's for-profit business:

- 1) The name of the business, DBA, or professional name must not be mentioned except at the beginning and end of the program;
- 2) The producer cannot mention the program in any advertising or descriptive literature about his business, or make an reference in his materials that he has a program on RCTV or is a local TV personality or words to that effect;
- 3) These rules also apply to anyone producing a program on behalf of another in business, as a favor or in exchange for money, goods, services or other consideration.

RELIGIOUS PROGRAMMING

Since RCTV is a government entity, it cannot use its personnel or equipment to underwrite the cost of production or playback of religious programming. Exceptions to this are programs that are principally musical, dramatic or literary in content and occur only on an occasional basis, e.g. a community Christmas concert or Easter cantata.

All other religious programming submitted must be produced by the applicant and playback must be paid for in advance at the rate of \$30 per half hour or any portion thereof. Playback times are determined at the sole discretion of RCTV management. Because program demands vary on a weekly basis, no regular weekly slots are possible.

COPIES OF PROGRAMS

Viewers may copy RCTV programs off the cable for their personal use. In copying material that is copyrighted, the person making the copy assumes legal responsibility.

Rifle residents may obtain copies of programs by bringing blank DVDs to the RCTV drop-off basket across from the elevator in City Hall and filling out the request forms provided. Copies may also be made on VHS, but DVDs are preferred due to better image quality and the duplication time involved.

ELECTRONIC BULLETIN BOARD

The bulletin board is for non-commercial announcements. Messages may be submitted by individuals, community organizations, religious groups, educational institutions and local units of government that are located in, reside in or provide primary services to Rifle.

Announcements should be submitted to RCTV at least two working days before the message is to be run. The message should not exceed forty words and be in typewritten form. Messages usually are posted one week prior to the event.

Ineligible messages include: Free items, e.g. free kittens or puppies; items for sale; lost and found items; help wanted advertising; regularly scheduled meetings of organizations; and solicitations for funds.

Rifle organizations with IRS 501(c)(3) status or other evidence of exempt status and non-profit operation may submit an announcement of a fund-raising event, but are limited to four such messages per year. Any message specifically soliciting funds will not be accepted.

RCTV staff reserves the right to edit messages for brevity and clarity.

LOAN OR RENTAL OF EQUIPMENT

RCTV equipment can be loaned or rented when, in the judgment of RCTV, it is in our best interest to do so.

Rental rates are as follows:

Item	Daily Rate
Camera	\$65
Tripod	\$15
Mic Mixer	\$10
PZM Mic	\$10

RIFLE CITY COUNCIL MEETING

Wednesday, May 4, 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 Jay Miller, Jonathan Rice, Jen Sanborn, Jeanette Thompson, Randy Winkler, and Mayor Keith Lambert.

Councilor Sanborn moved to excuse Councilor Alan Lambert from attending tonight's meeting; seconded by Councilor Miller.

Roll Call: Yes – Miller, Rice, Sanborn, Thompson, Winkler, K. 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; Mike Braaten, Government Affairs Coordinator; Daryl Meisner, Police Chief; Dick Deussen, City Engineer; Brook Loving; Dave Keithley; Yvonne Gehrett; Joshua Hale; Alice Laird; and Judy Martin.

CONSENT AGENDA - APPROVE THE FOLLOWING ITEMS:

- A. Minutes from the April 6, 2011 Regular Meeting
- B. Minutes from the April 20, 2011 Regular Meeting
- C. Broker of Record letter appointing Denman Consulting Services, Inc. as City's Employee Benefit Plan Broker/Consultant
- D. Resolution No. 5, Series of 2011, joining County Health Pool
- E. County Health Pool Application for Membership
- F. Agreement with Labyrinth Healthcare Group (Patient Care) for employee health care advocacy services
- G. Liquor License Renewal – La Hacienda
- H. March Sales Tax Report
- I. Accounts Payable

Councilor Miller moved to approve Consent Agenda Items A, B, C, D, F, G, H, and I; seconded by Councilor Rice.

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

City Manager John Hier explained that Item E, County Health Pool Application for Membership, is part of the packet of documents required for the City to switch to using the County Health Pool to provide employee health benefits.

Councilor Thompson moved to approve Consent Agenda Item E; seconded by Councilor Miller.

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

CITIZEN COMMENTS AND LIVE CALL-IN

There were no citizen comments or live call-ins.

PUBLIC HEARING – SPECIAL EVENT LIQUOR PERMIT – RIFLE RENDEZVOUS FESTIVAL, INC.

Mayor Lambert opened the public hearing and swore in Brook Loving, Dave Keithley, Yvonne Gehrett, and Joshua Hale, who presented the application of Rifle Rendezvous Festival, Inc. for a special event liquor permit to provide liquor service at the Rifle Rendezvous Festival on May 14, 2011 at the Garfield County Fairgrounds. City Clerk Lisa Cain stated that the hearing was properly noticed, the application is complete, and the fees have been paid.

Councilor Rice moved to approve the Special Event Liquor Permit Application for Rifle Rendezvous Festival, Inc.; seconded by Councilor Thompson.

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

CONSIDER TAKING ACTION ON 2011 GARFIELD NEW ENERGY COMMUNITIES INITIATIVE INTERGOVERNMENTAL AGREEMENT

Alice Laird, Executive Director, Garfield Clean Energy (GCE), presented a proposed GCE Intergovernmental Agreement (IGA) between the City and Garfield County. She explained that the 2011 IGA is essentially the same as the 2010 IGA approved by the City, with the primary difference being the listing of new funding sources. Garfield County has requested that each GCE partner approve the 2011 IGA and include the amount of funding they are able to contribute toward the general partnership. Government Affairs Coordinator Mike Braaten noted that this is an unbudgeted request, but can be accommodated by shifting funding that was provided in the Government Affairs budget for a part-time grants coordinator. No money has been expended from this \$15,000 line item this year. Staff is recommending a contribution of \$4,500.

Councilor Sanborn moved to approve the 2011 Garfield Clean Energy Intergovernmental Agreement with a funding amount of \$4,500; seconded by Councilor Miller.

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

CONSIDER TAKING ACTION ON MEMORANDUM OF UNDERSTANDING – GARFIELD COUNTY SENIOR PROGRAM

Judy Martin, Program Manager - Senior Programs, Garfield County Department of Human Services, presented the proposed 9-Party Memorandum of Understanding (MOU) for Garfield County Senior Programs for 2011. The MOU calls for the City to contribute \$9,740.48 toward the Congregate Meal Services budget of \$333,704, and \$57,322.46 toward the Transportation Services budget of \$333,622, for a total contribution from the City of \$67,062.94. Ms. Martin noted that Councilor Miller identified a correction that ought to be made to the MOU. The correct statement is that the Cost Methodology for the time period is based on the estimated 2011 budget and the level of services provided to each jurisdiction in Calendar Year 2010.

Councilor Miller moved to approve the 9-Party Memorandum of Understanding for Garfield County Senior Programs from January 1, 2011 to December 31, 2011 as corrected; seconded by Councilor Rice.

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

PROCLAMATION – NATIONAL POLICE WEEK

Mayor Lambert read aloud the Proclamation supporting National Police Week and Peace Officers' Memorial Day.

Councilor Miller moved to approve the Proclamation of May 15-21, 2011 as National Police Week and May 15, 2011 as Peace Officers' Memorial Day; seconded by Councilor Rice.

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

Police Chief Daryl Meisner received the proclamation.

CONSIDER PARTICIPATING IN COUNTY MULTI-HAZARD PRE-DISASTER MITIGATION PLAN

Assistant City Manager / Director of Planning Matt Sturgeon explained that Garfield County has invited municipalities and special districts to participate in its Natural Hazard Mitigation Planning process. The County is asking if these jurisdictions wish to create a Multi-Jurisdictional Plan in an effort to make the entire County eligible for federal hazard mitigation funding opportunities under the Disaster Mitigation Act of 2000. While the request to participate brings no financial obligation, jurisdictions that elect to participate will be expected to engage their staff in the planning process as well as officially adopt their "annex" to the Garfield County Multi-Hazard Mitigation Plan. Garfield County has consultants contracted through 2011 that will assist Rifle staff in preparing the City's hazards identification. Staff recommends that Council approve Resolution No. 3, Series of 2011, to show the City's commitment to participate in the Natural Hazard Mitigation Planning process.

Councilor Miller moved to approve Resolution 2011-3, expressing the City's intent to prepare an annex to the Garfield County, Colorado, Multi-Hazard Pre-Disaster Mitigation Plan; seconded by Councilor Rice.

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

CONSIDER GRANTING EASEMENT TO COLORADO DEPARTMENT OF TRANSPORTATION

City Engineer Dick Deussen presented the Colorado Department of Transportation's (CDOT) request that the City grant easements to CDOT to replace and maintain a drainage structure and culvert across State Highway 6. The easements (a permanent easement and a temporary construction easement) would be on the southeast corner of property north of State Highway 6 that the City purchased for the new water treatment plant. The easements would be outside the area needed for construction of the water treatment facility. Staff's recommendation is that the City accept CDOT's offer of \$1,420 and approve Resolution No. 4, Series of 2011, granting the easements.

Councilor Miller moved to approve Resolution 2011-4, authorizing the transfer of an easement to the Colorado Department of Transportation for the purpose of constructing drainage improvements at or near Highway 6 Mile Marker 93.3, and accept CDOT's offer of \$1,420; seconded by Councilor Winkler.

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

CONSIDER RE-APPOINTING PHILIP ANTES TO HOUSING AUTHORITY BOARD

Ms. Cain informed Council that Philip Antes had submitted a request that he be considered for re-appointment to the Rifle Housing Authority Board. The subject seat's term runs through April 30, 2016.

Councilor Miller moved to re-appoint Philip Antes to the Rifle Housing Authority Board through April 30, 2016; seconded by Councilor Sanborn.

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

CONSIDER TAKING ACTION ON INTERGOVERNMENTAL AGREEMENT REGARDING ECONOMIC DEVELOPMENT – ENERGY INNOVATION CENTER SITE/VALLEY LUMBER PROPERTY REDEVELOPMENT

Mr. Hier reminded Council that in 2010 Garfield County assisted the City with plans to develop and attract businesses to the former UMTRA site (now known as the Energy Innovation Center site). The preliminary work was completed and presently a new business, Cacaloco, is locating on the site. The County included \$500,000 of the original commitment within its 2011 budget to partner with the City in additional economic development efforts on the site. The City has requested that Garfield County consider amending its agreement with the City concerning the former UMTRA site, to permit the committed funds to be used on either the UMTRA site or the Valley Lumber Property Redevelopment site (now known as the Rifle Creek Plaza site), where Brenden Theaters is developing a 7-plex movie theater. Staff recommends that Council approve the proposed Intergovernmental Agreement Regarding Economic Development – Energy Innovation Center Site/Valley Lumber Property Redevelopment.

Councilor Thompson moved to approve the Intergovernmental Agreement Regarding Economic Development – Energy Innovation Center Site/Valley Lumber Property Redevelopment; seconded by Councilor Miller.

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

ADMINISTRATIVE REPORTS

Mr. Hier reported to Council on the following issues: street work, utility issues, employee health insurance, The Rock Gym, Parks Department activities, presentations to citizens on the City’s water treatment plants, and repair of the Rifle Creek trail in the vicinity of City Market.

Ms. Cain discussed these items with Council: September 2011 municipal election; Council/Parks and Recreation Advisory Board workshop; and Senior Advisory Board alternate representative.

Mr. Sturgeon reminded the community of this month’s Spring Cleanup.

Mr. Braaten reported to Council on the following issues: oil shale scoping; Anvil Points cleanup funds; and residential irrigation audit/retrofit program

COMMENTS FROM MAYOR AND COUNCIL

Councilor Thompson announced the upcoming ArtillumA Dance Expos and Symphony in the Valley’s Mother’s Day Concerts.

Councilor Sanborn encouraged residents to participate in Spring Cleanup.

Mayor Lambert commended participants’ efforts in the Downtown Cleanup last Saturday. He also expressed appreciation to the City Council and City staff for their great working relationships and their desire to make Rifle a better place.

Meeting adjourned at 8:27 p.m.

Lisa H. Cain
City Clerk

Keith Lambert
Mayor



Memo

To: Mayor and City Council
John Hier, City Manager

From: Lisa Cain, City Clerk

Date: Tuesday, May 10, 2011

Subject: Liquor License Renewals

LIQUOR LICENSE RENEWAL APPLICATIONS HAVE BEEN RECEIVED FOR:

Business Name/Address

Choice Liquors
680 Wapiti Ct

Type of License

Retail Liquor Store License

Rib City Grill
707 Wapiti Ave

Hotel and Restaurant Liquor License

The following criteria have been met by these businesses:

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

Based on the above information, I recommend approval of these renewal applications.



**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**



TEDREX INC
 CHOICE LIQUORS
 680 WAPITI CT
 RIFLE CO 81650-3474

License Number 07-71438-0000	License Type 1940
Liability Information 24 035 445310 C 072103	
Business Location 680 WAPITI CT RIFLE CO	
Current License Expires JUL 20, 2011	
DEPARTMENTAL USE ONLY	
Total Amount Due	
Total Paid \$	Date

- This renewal reflects no changes from the last application. Complete page 2 and file now!
- Yes there are changes from the last application.** If applicant is a Corporation or Limited Liability company, use DR 8177 and send in with this renewal. Any other changes of ownership require a transfer of ownership. See your Local Licensing Authority immediately.

Wholesaler, manufacturer, importer, and public transportation system license renewals do not need Local Licensing Authority approval and must be returned directly to the Colorado Department of Revenue at least 30 days prior to the current license expiration date.

This application for renewal must be returned to your CITY OR COUNTY Licensing Authority at least 45 days prior to the expiration date of your current license. Failure to do so may result in your license not being renewed. Include both pages of this renewal and payment.

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature <i>Ted Wren</i>	Date 4-26-11	Business Phone 970 6258480
Title President	Sales Tax Number 07-71438	

REPORT AND APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S.
THEREFORE THIS APPLICATION IS APPROVED.

Local Licensing Authority for	Date
Signature	Title
Attest	

DO NOT DETACH

DO NOT DETACH

DO NOT DETACH

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your banking account electronically.

21

Business Name CHOICE LIQUORS	LICENSE NUMBER (Use for all reference) 07-71438-0000		PERIOD 07-12
TYPE OF LICENSE ISSUED RETAIL LIQUOR STORE LICENSE - MALT, VINOUS, AND SPIRITUOUS	CASH FUND 2320-100(999) \$ 50.00	STATE FEE 1940-750(999) \$ 50.00	CITY 85% OAP 2180-100(999) \$ 127.50

SUB-TOTAL \$ 227.50
 ADD \$100.00 TO RENEW RETAIL WAREHOUSE STORAGE PERMIT 2210-100(999) \$ _____
TOTAL AMOUNT DUE \$ 227.50

ATTACHMENT TO LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

**This page must be completed and attached to your signed renewal application form.
 Failure to include this page with the application may result in your license not being renewed.**

Trade Name of Establishment <i>Ted Rex Inc dba Choice Liquors</i>		State License Number <i>07-71438-0000</i>
1. Operating Manager <i>Julie Wernsman</i>	Home Address <i>[Redacted]</i>	Date of Birth <i>[Redacted]</i>
2. Do you have legal possession of the premises for which this application for license is made? Are the premises owned or rented: <i>rented</i> If rented, expiration date of lease: <i>5/2015</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
3. Has there been any change in financial interest (new notes, loans, owners, etc.) since the last annual application? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders or owners, (other than licensed financial institutions) are materially interested.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
4. Since the date of filing of the last annual application, has the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), been convicted of a crime? If yes, attach a detailed explanation.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
5. Since the date of filing of the last annual application, has the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), been denied an alcoholic beverage license, had an alcoholic beverage license suspended or revoked, or had interest in any entity that had an alcoholic beverage license denied, suspended or revoked? If yes, attach a detailed explanation.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
6. Does the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), have a direct or indirect interest in any other Colorado liquor license (include loans to or from any licensee, or interest in a loan to any licensee)? If yes, attach a detailed explanation.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
7. Corporation or Limited Liability Company (LLC) or Partnership applicants must answer these questions. Since the date of filing of the last annual license application: (a) Are there, or have there been: any officers or directors; or managing members; or general partners added to or deleted from applicant for renewal of a 3.2 beer or liquor license? (b) Are there or have there been: any stockholders with 10% or more of the issued stock of the Corporation; or any members with 10% or more membership interest in the LLC; or any partners with 10% or more interest in the partnership added to or deleted from the applicant for renewal of a 3.2 beer or liquor license? (c) If Yes to (a) or (b), complete and attach Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, and all supporting documentation, and fees your Local Licensing Authority immediately.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
8. Sole proprietorships, Husband-Wife Partnerships or Partners in General Partnerships: <div style="text-align: center;">EVIDENCE OF LAWFUL PRESENCE</div> <p>Each person identified above must complete and sign the following affidavit. Please make additional copies if necessary. Each person must also provide a copy of their driver's license or state issued identification card.</p> <p>In lieu of form DR 4679, the undersigned swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one):</p> <p><input type="checkbox"/> I am a United States Citizen</p> <p><input type="checkbox"/> I am not a United States Citizen but I am a Permanent Resident of the United States</p> <p><input type="checkbox"/> I am not a United States Citizen but I am lawfully present in the United States pursuant to Federal Law</p> <p><input type="checkbox"/> I am a foreign national not physically present in the United States</p> <p>I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, or fraudulent statement or misrepresentation in this sworn affidavit is punishable under the criminal laws of Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.</p>		
Signature <i>Julie Wernsman</i>	Printed name <i>Julie Wernsman</i>	Date <i>4-26-11</i>

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**

RCG RIFLE LLC
 RIB CITY GRILL
 359 COLORADO AVENUE
 GRAND JUNCTION CO 81501

License Number 42-47481-0000	License Type 1970
Liability Information 24 035 722110 B 072707	
Business Location 707 WAPITI AVENUE RIFLE CO	
Current License Expires JUL 26, 2011	
DEPARTMENTAL USE ONLY	
Total Amount Due	
Total Paid \$	Date

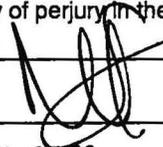
- This renewal reflects no changes from the last application. Complete page 2 and file now!
- Yes there are changes from the last application.** If applicant is a Corporation or Limited Liability company, use DR 8177 and send in with this renewal. Any other changes of ownership require a transfer of ownership. See your Local Licensing Authority immediately.

Wholesaler, manufacturer, importer, and public transportation system license renewals do not need Local Licensing Authority approval and must be returned directly to the Colorado Department of Revenue at least 30 days prior to the current license expiration date.

This application for renewal must be returned to your CITY OR COUNTY Licensing Authority at least 45 days prior to the expiration date of your current license. Failure to do so may result in your license not being renewed. Include both pages of this renewal and payment.

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature 	Date 21 MAR 11	Business Phone 9702557630
Title MEMBER	Sales Tax Number 20-5929904	

REPORT AND APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S.
THEREFORE THIS APPLICATION IS APPROVED.

Local Licensing Authority for	Date
Signature	Title
Attest	

DO NOT DETACH

DO NOT DETACH

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your banking account electronically.

21

Business Name RIB CITY GRILL	LICENSE NUMBER (Use for all reference) 42-47481-0000		PERIOD 07-12
TYPE OF LICENSE ISSUED HOTEL AND RESTAURANT LIQUOR LICENSE - MALT, VINOUS, AND SPIRITUOUS	CASH FUND 2320-100(999) \$ 50.00	STATE FEE 1970-750(999) \$ 25.00	CITY 85% OAP 2180-100(999) \$ 425.00

SUB-TOTAL \$ 500.00
 ADD \$100.00 TO RENEW RETAIL WAREHOUSE STORAGE PERMIT 2210-100(999) \$ _____
 TOTAL AMOUNT DUE \$ _____

ATTACHMENT TO LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

**This page must be completed and attached to your signed renewal application form.
 Failure to include this page with the application may result in your license not being renewed.**

Trade Name of Establishment RIB CITY BELL RIFLE		State License Number 20-5929904
1. Operating Manager MIKE NOBLE	Home Address	Date of Birth ,
2. Do you have legal possession of the premises for which this application for license is made? Are the premises owned or rented: RENT If rented, expiration date of lease: 3/2012		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3. Has there been any change in financial interest (new notes, loans, owners, etc.) since the last annual application? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders or owners, (other than licensed financial institutions) are materially interested.		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4. Since the date of filing of the last annual application, has the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), been convicted of a crime? If yes, attach a detailed explanation.		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
5. Since the date of filing of the last annual application, has the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), been denied an alcoholic beverage license, had an alcoholic beverage license suspended or revoked, or had interest in any entity that had an alcoholic beverage license denied, suspended or revoked? If yes, attach a detailed explanation.		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
6. Does the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), have a direct or indirect interest in any other Colorado liquor license (include loans to or from any licensee, or interest in a loan to any licensee)? If yes, attach a detailed explanation.		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
7. Corporation or Limited Liability Company (LLC) or Partnership applicants must answer these questions. Since the date of filing of the last annual license application: (a) Are there, or have there been: any officers or directors; or managing members; or general partners added to or deleted from applicant for renewal of a 3.2 beer or liquor license? (b) Are there or have there been: any stockholders with 10% or more of the issued stock of the Corporation; or any members with 10% or more membership interest in the LLC; or any partners with 10% or more interest in the partnership added to or deleted from the applicant for renewal of a 3.2 beer or liquor license? (c) If Yes to (a) or (b), complete and attach Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, and all supporting documentation, and fees your Local Licensing Authority immediately.		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
8. Sole proprietorships, Husband-Wife Partnerships or Partners in General Partnerships: EVIDENCE OF LAWFUL PRESENCE Each person identified above must complete and sign the following affidavit. Please make additional copies if necessary. Each person must also provide a copy of their driver's license or state issued identification card. In lieu of form DR 4679, the undersigned swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one): <input type="checkbox"/> I am a United States Citizen <input type="checkbox"/> I am not a United States Citizen but I am a Permanent Resident of the United States <input type="checkbox"/> I am not a United States Citizen but I am lawfully present in the United States pursuant to Federal Law <input type="checkbox"/> I am a foreign national not physically present in the United States I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, or fraudulent statement or misrepresentation in this sworn affidavit is punishable under the criminal laws of Colorado Revised Statute 18-6-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.		
Signature 	Printed name MICHAEL S PRADIN	Date 4/12/11

Liquor Licenses Held

	Fruita	Glenwood	Grand Junction	Rifle
	TMPTF8 DEUX Inc.	RCG Glenwood, LLC	TMPTF8 Inc.	RCG Rifle, LLC
	<i>dba Rib City Grill</i>			
FEIN	20-1580322	39-2053716	20-0245144	71-1021778
Sales Tax Number	41-97849	42-49268	41-54771	42-47481
City Tax Number		58-07370	8027177	5354M
<p>Sara Martz and Michael Spradlin have interest in Fruita, Glenwood Springs, and Grand Junction. Mike Noble has interest in Glenwood Springs.</p>				

Rifle Senior Center Advisory Board

April 19,2011

Rifle City Council,

The Advisory Board has examined the five applications for a seat on our Advisory Board. Members have voted on the following applicants to be on our board, if approved by the City Council.

Betty Fitzgibbon

John Scalzo

Wilma Morgan

Mary Elder, as standby.

Respectfully Submitted

A handwritten signature in blue ink, appearing to read "Heidi Sykes".

Secretary

CITY OF RIFLE

SENIOR CENTER
Application for Appointment
Senior Citizens Advisory Board Committee

Date March 7, 2011

Date rec'd. _____

(Office Use Only)

Please type or print clearly

Name Berry H. Fitzgibbon How long in area? 6 yrs

Address 632 W 30th St Rifle CO 81650 Phone 625-5478

Work Experience: Owned Adult Training School, Night Auditor for major hotels

Community Involvement: Belong to Park & Rec Board as Senior Advisor

Interest/Activities: Reading, Walking, Travel

Why do you desire this appointment? Would like to continue serving on this board

What is your present involvement with the Rifle Senior Center? Volunteer 2 AM shifts as dispatcher at an Conchier desk if needed

Give three references:

Name	Occupation	Phone
1) <u>Marie George</u>	<u>S.C. Director</u>	<u>625-1877</u>
2) <u>Bobbie Dangan</u>	<u>Head Cook S.C.</u>	<u>625-4529</u>
3) <u>John Duffey</u>	<u>Retired</u>	<u>625-9516</u>

CITY OF RIFLE

SENIOR CENTER

Application for Appointment
Senior Citizens Advisory Board Committee

Date MAR 18 2011

Date rec'd. _____

(Office Use Only)

.....
Please type or print clearly

Name JOHN B. SCALZO

How long in area? SINCE 1930

Address 1035 CLARKSON AVE

Phone 970.625-1842

Work Experience: SALESMAN OWN + OPERATED THREE BUSINESSES -
RETIRED

Community Involvement: CHAMBER OF COMMERCE, AMERICAN LEGION
COFFEE GROUP

Interest/Activities: _____

Why do you desire this appointment? TO STAY INVOLVED^{SR}

What is your present involvement with the Rifle Senior Center? EAT, WORK RINGO
SECURED ON THIS BOARD FOR 3 YEARS

.....
Give three references:

Name	Occupation	Phone
1) <u>HEIDI</u>		
2) <u>BETTY</u>		
3) <u>NAME</u>		

CITY OF RIFLE

SENIOR CENTER

Application for Appointment
Senior Citizens Advisory Board Committee

Date 3-8-11

Date rec'd. _____

(Office Use Only)

.....
Please type or print clearly

Name Wilma Morgan How long in area? years

Address 1400 Fir Ct, Rifle, Co, 81650 Phone 625-1400

Work Experience: _____
House wife, Bookkeeper -

Community Involvement: Senior Citizens

Interest/Activities: _____

Why do you desire this appointment? Hopefully - to fill a need with the Senior Center

What is your present involvement with the Rifle Senior Center? Volunteer - on advisory Board

.....
Give three references:

Name	Occupation	Phone
1) <u>Hilda Sykes</u>		
2) <u>Mary Elder</u>		
3) <u>Marie George</u>		

CITY OF RIFLE

SENIOR CENTER
Application for Appointment
Senior Citizens Advisory Board Committee

Date 3-11-11

Date rec'd. _____

(Office Use Only)

.....
Please type or print clearly

Name MARY E. ELDER How long in area? 82 yrs.

Address 402 E. 7th St - Rifle Phone 625-2138

Work Experience: Waitress - Store Clerk - EMERGENCY
Dispatcher - Receptionist

Community Involvement: Chamber Worker - Treasurer
for Senior Center Sales and Plan Committee -
Volunteer Senior Center - Chair for
regional Council on aging

Interest/Activities: Read - volunteering - gardening

Why do you desire this appointment? I feel I am able to make
decisions to benefit seniors.

What is your present involvement with the Rifle Senior Center? Volunteer for any
thing needs done - see above

.....
Give three references:

Name	Occupation	Phone
1) <u>Daryl Meisner</u>	<u>Police Chief</u>	
2) <u>Annick Pruett</u>	<u>C.E.O. for RACC</u>	<u>625-2085</u>
3) <u>Marie George</u>	<u>Senior Center Director</u>	<u>625-1897</u>

CITY OF RIFLE

SENIOR CENTER
Application for Appointment
Senior Citizens Advisory Board Committee

Date 3-8-11

Date rec'd. _____

(Office Use Only)

.....
Please type or print clearly

Name Connie Castine How long in area? 2 1/2 years

Address 150 Ute Ave Apt 03 Phone 625-4403

Work Experience: Computer programmer,

Community Involvement: Publisher "Rifle Housing News" for Rifle Housing Authority, Crochet Club Organizer

Interest/Activities: ~~Reading~~ Crochet, Reading

Why do you desire this appointment? To Aid in decision making for Senior programs

What is your present involvement with the Rifle Senior Center? Lunches, Crochet Club

.....
Give three references:

Name	Occupation	Phone
1) <u>Dorothy Ceremuga</u>	<u>Retired</u>	<u>625-4540</u>
2) <u>Sage Castine</u>	<u>CNA</u>	<u>876-2107</u>
3) <u>Natalie Bowman</u>	<u>RHA Director</u>	<u>625-3974</u>



MEMORANDUM

To: John Hier, City Manager
From: Charles Kelty, Finance Director *ck*
Date: May 12, 2011
Subject: March 2011 Financial Reports

Attached are the Financial Reports for the three months ending March 31, 2011. Below are a few comments:

Page 3 **General Fund Revenues** – Total revenues are \$1,629,249, which compared to the prior year's \$1,657,582 is \$28,333 and 2% lower. Sales Tax revenues were 8% higher than the prior year.

General Fund Expenditures – Total expenditures are \$1,501,835, which compared to the prior year's \$1,601,132 is \$99,297 and 6% less.

Page 4 **Parks & Recreation Fund Revenues** – Total revenues are \$484,851, which compared to the prior year's \$453,477 is \$31,374 and 7% higher. Sales Tax revenues were 8% higher than the prior year.

Parks & Recreation Fund Expenditures – Expenditures are \$350,897, which compared to the prior year's \$654,983 is \$304,086 and 46% less.

Page 5 **Water Fund Revenues** – Overall, revenues are \$480,046, which compared to the prior year's \$490,146 is \$10,100 and 2% less. Operating revenues were 7% lower than the prior year. Water rights revenues were \$21,275 higher than prior year. Capital revenues were 3% less than the prior year.

Water Fund Expenses – Overall, total expenses are \$617,166, which compared to the prior year of \$417,259 is \$199,907 and 48% higher. Operating and Maintenance expenses are 7% higher than last year. Water rights expenses are 35% higher than last year. Water System Improvements (Capital) expenses is \$165,909 higher than last year.

Page 6 **Wastewater Fund Revenue** – Total revenues are \$586,012, which compared to the prior year's \$674,547 is \$88,535 and 13% less.

Wastewater Expenses – Total expenses were \$755,240, which compared to the prior year's \$860,347 is \$105,107 and 12% less.



Page 7

Sanitation Fund Revenues – Total revenues are \$141,838, which compared to the prior year's \$143,016 is \$1,178 and 1% less.

Sanitation Fund Expenses – Total expenses are \$138,063, which compared to the prior year's \$116,753 is \$21,310 an 18% higher.

Pages 8

Visitor Improvement Fund – Total revenues are \$23,661, which compared to the prior year's \$24,717 is \$1,056 and 4% less. Total expenses are \$33,341, which compared to the prior's \$30,319 is \$3,022 and 10% less.

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 3 MONTHS ENDING MARCH 31, 2011

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
GENERAL REVENUES	7,095,545.00	572,252.93	1,629,249.43	5,466,295.57	1,657,582.29
	<u>7,095,545.00</u>	<u>572,252.93</u>	<u>1,629,249.43</u>	<u>5,466,295.57</u>	<u>1,657,582.29</u>
<u>EXPENDITURES</u>					
MAYOR/COUNCIL	75,239.00	4,317.12	12,206.89	63,032.11	14,709.73
CITY CLERK	165,026.00	10,724.93	32,580.60	132,445.40	27,561.91
MUNICIPAL COURT	181,381.00	13,709.29	36,753.98	144,627.02	35,932.79
CITY MANAGER	169,532.00	12,590.64	35,001.18	134,530.82	44,079.84
GOVERNMENT AFFAIRS	155,967.00	9,620.92	28,496.17	127,470.83	32,688.21
FINANCE	375,048.00	26,970.43	86,435.66	288,612.34	115,295.70
ATTORNEY	270,500.00	20,564.62	59,185.27	211,314.73	52,260.37
PLANNING/ZONNING	432,865.00	32,498.05	84,160.26	348,704.74	107,211.15
CITY HALL	149,406.00	12,206.56	32,794.63	116,611.37	26,027.74
GROUPS AND FACILITY MAINT.	37,565.00	4,572.47	12,007.39	25,557.61	11,858.34
COMMUNITY ACCESS TV	121,605.00	8,522.87	24,072.28	97,532.72	22,312.70
POLICE	2,322,945.00	166,163.85	464,283.28	1,858,661.72	479,366.13
JUSTICE CENTER BLDG. OPERATION	398,798.00	8,274.42	25,760.20	373,037.80	23,533.94
BUILDING INSPECTIONS	150,563.00	11,602.00	30,116.27	120,446.73	48,581.04
STREETS	913,299.00	66,667.77	197,266.54	716,032.46	193,896.52
CONSTRUCTION CREW - INHOUSE	180,938.00	11,638.00	33,992.53	146,945.47	39,996.95
PUBLIC WORKS	257,495.00	10,558.84	29,592.35	227,902.65	65,003.30
ANIMAL SHELTER	92,363.00	6,619.29	18,674.41	73,688.59	18,622.95
CEMETERY O & H	61,750.00	4,255.64	12,877.13	48,872.87	12,320.53
SENIOR CENTER	439,468.00	29,647.31	78,434.97	361,033.03	80,775.66
NON DEPARTMENTAL	523,288.00	37,590.58	167,142.74	356,145.26	144,685.02
HOUSING AUTHORITY	.00	.00	.00	.00	4,413.66
OPERATING TRANSFERS OUT	90,000.00	.00	.00	90,000.00	.00
	<u>7,565,041.00</u>	<u>509,315.60</u>	<u>1,501,834.73</u>	<u>6,063,206.27</u>	<u>1,601,132.18</u>
	<u>(469,496.00)</u>	<u>62,937.33</u>	<u>127,414.70</u>	<u>(596,910.70)</u>	<u>56,450.11</u>

③

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 3 MONTHS ENDING MARCH 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	197,963.42	484,850.75	2,259,489.25	453,477.14
	2,744,340.00	197,963.42	484,850.75	2,259,489.25	453,477.14
<u>EXPENDITURES</u>					
RECREATION	549,128.00	50,144.42	115,235.61	433,892.39	108,663.70
POOL	206,464.00	8,460.08	9,036.87	197,427.13	4,289.18
PARK MAINTENANCE	986,428.00	60,243.39	150,792.47	835,635.53	129,400.03
PARKS CAPITAL	530,327.00	8,779.21	17,269.61	513,057.39	362,320.90
NON-DEPARTMENTAL	83,474.00	10,938.74	41,833.43	41,640.57	33,579.91
OPERATING TRANSFER OUT	66,917.00	5,576.42	16,729.26	50,187.74	16,729.26
	2,422,738.00	144,142.26	350,897.25	2,071,840.75	654,982.98
	321,602.00	53,821.16	133,953.50	187,648.50	(201,505.84)

④

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 3 MONTHS ENDING MARCH 31, 2011

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WATER REVENUE	2,575,147.00	128,867.26	412,511.33	2,162,635.67	443,023.87
WATER RIGHTS REVENUE	40,389.00	8,445.50	35,802.60	4,586.40	14,527.93
CAPITAL REVENUE	782,569.00	28,041.12	31,731.87	750,837.13	32,594.43
	<u>3,398,105.00</u>	<u>165,353.88</u>	<u>480,045.80</u>	<u>2,918,059.20</u>	<u>490,146.23</u>
<u>EXPENDITURES</u>					
WATER O&H	2,904,062.00	128,430.27	372,137.59	2,531,924.41	347,597.40
WATER RIGHTS	138,750.00	12,499.98	36,707.84	102,042.16	27,249.99
WATER SYSTEM IMPROVEMENTS	2,299,985.00	122,872.57	208,320.59	2,091,664.41	42,411.24
	<u>5,342,797.00</u>	<u>263,802.82</u>	<u>617,166.02</u>	<u>4,725,630.98</u>	<u>417,258.63</u>
	<u>(1,944,692.00)</u>	<u>(98,448.94)</u>	<u>(137,120.22)</u>	<u>(1,807,571.78)</u>	<u>72,887.60</u>

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 3 MONTHS ENDING MARCH 31, 2011

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WASTE WATER REVENUE	2,302,935.00	174,425.98	563,896.58	1,739,038.42	650,442.76
WASTE WATER REVENUE	44,324.00	22,366.03	22,115.68	22,208.32	24,104.40
	<u>2,347,259.00</u>	<u>196,792.01</u>	<u>586,012.26</u>	<u>1,761,246.74</u>	<u>674,547.16</u>
<u>EXPENDITURES</u>					
SEWER O&H	2,835,939.00	103,744.96	743,523.89	2,092,415.11	670,266.34
SEWER SYSTEM IMPROVEMENTS	339,584.00	6,920.70	11,716.30	327,867.70	190,080.16
	<u>3,175,523.00</u>	<u>110,665.66</u>	<u>755,240.19</u>	<u>2,420,282.81</u>	<u>860,346.50</u>
	<u>(828,264.00)</u>	<u>86,126.35</u>	<u>(169,227.93)</u>	<u>(659,036.07)</u>	<u>(185,799.34)</u>

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 3 MONTHS ENDING MARCH 31, 2011

SANITATION FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
SANITATION FUND	575,714.00	47,229.51	141,837.73	433,876.27	143,015.93
	575,714.00	47,229.51	141,837.73	433,876.27	143,015.93
<u>EXPENDITURES</u>					
SANITATION	731,936.00	41,880.81	138,062.86	593,873.14	116,753.23
	731,936.00	41,880.81	138,062.86	593,873.14	116,753.23
	(156,222.00)	5,348.70	3,774.87	(159,996.87)	26,262.70

7

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 3 MONTHS ENDING MARCH 31, 2011

VISITOR IMPROVEMENT FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
VISITOR IMPROVEMENT	118,686.00	8,286.19	23,661.03	95,024.97	24,716.99
	118,686.00	8,286.19	23,661.03	95,024.97	24,716.99
<u>EXPENDITURES</u>					
VISITOR IMPROVEMENT	293,452.00	27,638.41	33,341.25	260,110.75	30,318.56
	293,452.00	27,638.41	33,341.25	260,110.75	30,318.56
	(174,766.00)	(19,352.22)	(9,680.22)	(165,085.78)	(5,601.57)

8

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						
	S158988	HOSE GASKET	05/03/2011	5.00	.00	
	S159127	TRIMMER LINE ORANGE	05/09/2011	12.99	.00	
	S158780	TROTTLER CABLE	04/25/2011	78.60	.00	
Total 1003:				96.59	.00	
1004						
Verizon Wireless						
	0969358205	WATER	04/18/2011	77.03	77.03	05/06/2011
	0969358205	WW	04/18/2011	77.03	77.03	05/06/2011
	0969358205	ANIMAL SHELTER	04/18/2011	73.59	73.59	05/06/2011
	0969358205	BUILDING	04/18/2011	118.79	118.79	05/06/2011
	0969358205	CEMETERY	04/18/2011	21.52	21.52	05/06/2011
	0969358205	CITY HALL	04/18/2011	21.51	21.51	05/06/2011
	0969358205	CH13	04/18/2011	36.06	36.06	05/06/2011
	0969358205	GROUNDS	04/18/2011	43.03	43.03	05/06/2011
	0969358205	CITY MANAGER	04/18/2011	52.51	52.51	05/06/2011
	0969358205	CONST CREW	04/18/2011	50.14	50.14	05/06/2011
	0969358205	GOV Affairs	04/18/2011	52.76	52.76	05/06/2011
	0969358205	it	04/18/2011	178.09	178.09	05/06/2011
	0969358205	MAyor	04/18/2011	34.95	34.95	05/06/2011
	0969358205	PARKS	04/18/2011	268.42	268.42	05/06/2011
	0969358205	PLANNING	04/18/2011	106.30	106.30	05/06/2011
	0969358205	POLICE	04/18/2011	1,196.77	1,196.77	05/06/2011
	0969358205	REC	04/18/2011	257.43	257.43	05/06/2011
	0969358205	SANITATION	04/18/2011	38.03	38.03	05/06/2011
	0969358205	SENIOR	04/18/2011	32.77	32.77	05/06/2011
	0969358205	STREETS	04/18/2011	215.69	215.69	05/06/2011
	0969358205	WW	04/18/2011	321.51	321.51	05/06/2011
	0969358205	WATER	04/18/2011	132.16	132.16	05/06/2011
	0969358205	PW	04/18/2011	18.38	18.38	05/06/2011
	0969358205	SEWER	04/18/2011	13.38	13.38	05/06/2011
	0969358205	STREET IMPROV	04/18/2011	7.38	7.38	05/06/2011
	0969358205	WATER O*M	04/18/2011	13.38	13.38	05/06/2011
	0969358205	CITY CLERK	04/18/2011	52.51	52.51	05/06/2011
Total 1004:				3,511.12	3,511.12	
1010						
B & H Sports						
	AAX00421-AN	PANT-BASEBALL YOUTH	05/06/2011	853.70	.00	
	AAX00421-AN	BAT-BASEBALL HAMMER	05/06/2011	426.00	.00	
	AAX004421-A	BAT-BASEBALL HAMMER	05/09/2011	109.00	.00	
Total 1010:				1,388.70	.00	
1018						
Valley Lumber						
	53466	BLADE CIRC	04/13/2011	14.98	.00	
	53534	BLUE CRAYON	04/15/2011	29.74	.00	
	53615	SUPER STRENGTH ADHSVE	04/18/2011	19.97	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	53655	SANDSCREEN	04/19/2011	2.99	.00	
	53678	SURVEY STAKES	04/20/2011	16.99	.00	
	53800	FAN BATHROOM CEILING	04/25/2011	15.51	.00	
	53810	ADAPTER SOCKET	04/25/2011	2.99	.00	
	54017	CONCRETE MIX	05/02/2011	17.46	.00	
	54018	ENGINEERS RULE	05/02/2011	316.77	.00	
	54062	ACRYLIC QUIK SHOT	05/03/2011	81.58	.00	
	54068	BATTERY-ALKLINE	05/03/2011	25.47	.00	
	54069	CHAIN COIL	05/03/2011	11.16	.00	
	54104	PINE	05/04/2011	176.80	.00	
	54117	POLY 6 MIL	05/04/2011	139.98	.00	
	54150	SEAT ONLY OPN WH 523W	05/05/2011	24.99	.00	
	54165	CONCRETE MIX	05/05/2011	39.92	.00	
	54206	TREATED FIR	05/06/2011	17.98	.00	
	54213	BC40 POST CAP/BASE 50	05/06/2011	3.49	.00	
	54215	FAST SETTING POST MIX	05/07/2011	107.90	.00	
	54338	CONCRETE MIX	05/11/2011	51.96	.00	
Total 1018:				1,118.63	.00	
1022						
Central Distributing Co						
	869061	Supplies	04/20/2011	94.49	.00	
	869066	Supplies	04/20/2011	207.75	.00	
	869736	Supplies	04/27/2011	95.75	.00	
	869738	Supplies	04/27/2011	154.55	.00	
	870399	Supplies	05/04/2011	423.22	.00	
	870405	Supplies	05/04/2011	136.70	.00	
	870847	Supplies	05/09/2011	95.60	.00	
Total 1022:				1,208.06	.00	
1026						
Cirsa						
	101706	DEDUCTIBLE	01/01/2011	5,000.00	5,000.00	05/06/2011
	110719	CLAIM 5014724	03/14/2011	2,038.00	2,038.00	05/06/2011
	110739	CONSTRUCTION CONTRACT M	03/16/2011	20.00	20.00	05/06/2011
	110859	ADD CENTENNIAL PK EXPOSU	04/18/2011	1,721.00	1,721.00	05/06/2011
	110859	ADD PARKING STRUCTURE	04/18/2011	2,072.00	2,072.00	05/06/2011
	110859	PROPERTY CHANGE IN 1ST QU	04/18/2011	66.00	66.00	05/06/2011
Total 1026:				10,917.00	10,917.00	
1055						
Columbine Ford, Inc						
	105529	BARM CORE RETURN	04/07/2011	75.00-	.00	
	105579	MICROPHONE	04/11/2011	36.82	.00	
	105727	MICROPHONE	04/19/2011	36.82-	.00	
	105728	PLUG OIL	04/19/2011	33.24	.00	
	105838	WHEEL ASY	04/25/2011	245.10	.00	
	105911	POTENTIOME	04/28/2011	102.63	.00	
	205909	TRANSMISSION	03/31/2011	3,487.46	.00	
	206698	CUT AND PROGRAM KEYS	04/15/2011	206.60	.00	
Total 1055:				4,000.03	.00	
1059						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Consolidated Electrical Distr						
	4983-515104	WIRE	04/26/2011	747.00	.00	
	4983-515104	WIRE	04/26/2011	244.50	.00	
	4983-515181	HID LAMP METAL HALIDE	04/26/2011	135.74	.00	
Total 1059:				1,127.24	.00	
1070						
Federal Express Corp						
	7-477-29257	SHIPPING	04/28/2011	76.22	.00	
Total 1070:				76.22	.00	
1076						
Garfield County Treasurer						
	043011	Landfill	04/30/2011	22,720.90	.00	
Total 1076:				22,720.90	.00	
1078						
Garfield County Sheriff						
	050311	LODGING	05/03/2011	95.46	95.46	05/06/2011
Total 1078:				95.46	95.46	
1100						
Karp, Neu, Hanlon P.c.						
	R1A:043011	GENERAL NON PLANNING	04/30/2011	8,080.64	.00	
	R1A:043011	GENERAL PLANNING	04/30/2011	1,363.00	.00	
	R1A:043011	URA	04/30/2011	1,349.00	.00	
	R1A:043011	WATER RIGHTS	04/30/2011	3,543.75	.00	
	R1A:043011	AIRPORT PTNR	04/30/2011	1,535.00	.00	
	R1A:043011	PIONEER	04/30/2011	86.00	.00	
	R1A:043011	WHITE RIVER	04/30/2011	118.00	.00	
	R1A:043011	QUEENS CROWN	04/30/2011	107.50	.00	
	R1A:043011	FOOTHILL BUSINESS PARK	04/30/2011	86.00	.00	
	R1A:043011	14 ST MARKETPLACE	04/30/2011	1,956.50	.00	
	R1A:043011	KG NORTHSIDE	04/30/2011	473.00	.00	
	R1A:043011	KG DOWNTOWN	04/30/2011	408.50	.00	
	R1A:043011	SEWER FUND	04/30/2011	247.00	.00	
	R1A:043011	WILLIAMS WATERSHED PERMI	04/30/2011	43.00	.00	
	R1A:043011	MAMM CREEK WATERSHED	04/30/2011	43.00	.00	
	R1A:043011	antero	04/30/2011	724.75	.00	
	R1A:043011	BLACK DIAMOND WATERSHED	04/30/2011	43.00	.00	
	R1A:043011	LARAMIE ENERGY WATERSHE	04/30/2011	43.00	.00	
	R1A:043011	BEAVER CREEK GAS PIPELINE	04/30/2011	516.00	.00	
	R1A:043011	BILL BARRETT CORP WATERS	04/30/2011	129.00	.00	
	R1A:043011	AIRPORT PTNR	04/30/2011	551.00	.00	
	R1A:043011	UMPTRA	04/30/2011	475.00	.00	
	R1A:043011	PARKS RECREATION	04/30/2011	988.00	.00	
Total 1100:				22,909.64	.00	
1105						
Meadow Gold Dairies						
	50206160	DAIRY PRODUCTS/SENIOR CT	04/28/2011	98.60	.00	
	50206232	DAIRY PRODUCTS/SENIOR CT	05/05/2011	121.70	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1105:				220.30	.00	
1106						
Micro Plastics Inc						
	85990	BANNER	04/27/2011	112.00	.00	
Total 1106:				112.00	.00	
1110						
Napa Auto Parts						
	161172	PLUG	04/13/2011	185.35	.00	
	161438	SEALANT	04/14/2011	24.68	.00	
	161712	HOSE	04/15/2011	154.91	.00	
	162766	SHORT ARM HEX KEY SET	04/21/2011	8.33	.00	
	162989	RUGLYDE	04/22/2011	13.99	.00	
	163227	EYE WASH	04/23/2011	13.29	.00	
	164652	COOLING SYSTEM FILTER	05/02/2011	16.88	.00	
	164661	RADIATOR PRESSURE TESTER	05/02/2011	65.88	.00	
	166167	SILICONE	05/10/2011	149.52	.00	
Total 1110:				632.83	.00	
1117						
Otis Elevator Company						
	TLV05153V51	BUILDING CONTRACT	04/20/2011	1,268.76	.00	
Total 1117:				1,268.76	.00	
1118						
Parts House						
	5613-8969	CHAIN LUBE	04/11/2011	39.90	.00	
	5613-9216	CARQUEST BLUE FILTERS	04/20/2011	20.14	.00	
	5613-9262	TERMINAL PAK	04/21/2011	3.29	.00	
	5613-9343	TERMINAL PAK	04/25/2011	3.29	.00	
	5613-9360	REMAN STARTER	04/26/2011	86.99	.00	
	5613-9498	WINTER BLADE	05/02/2011	17.32	.00	
Total 1118:				170.93	.00	
1120						
Xcel Energy Inc						
	079542287	2515 W CENTENNIAL PKWY UN	04/25/2011	4,672.69	4,672.69	05/06/2011
	279796193	2515 W CENTENNIAL PKWY UN	04/26/2011	1,322.31	1,322.31	05/06/2011
	280153678	250 E 16TH ST	04/28/2011	27.25	27.25	05/06/2011
Total 1120:				6,022.25	6,022.25	
1132						
Rifle Lock & Safe						
	30690	KEY duplicates	04/01/2011	7.00	.00	
	30748	KEYS	04/26/2011	7.00	.00	
Total 1132:				14.00	.00	
1145						
Thatcher Company						
	1255582	Alum/Aluminum Sulfate	04/28/2011	4,857.03	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1145:				4,857.03	.00	
1180						
Forensic Science Consultants						
	11-033	BAC ALCOHOL ANALYSIS	04/17/2011	50.00	50.00	05/06/2011
Total 1180:				50.00	50.00	
1188						
Jean's Printing						
	111028	printing	04/06/2011	105.28	.00	
	111147	printing	04/15/2011	132.68	.00	
Total 1188:				237.96	.00	
1191						
Lewan & Associates, Inc						
	833894	B&W METER	04/01/2011	10.79	.00	
	844306	B&W METER	04/26/2011	153.19	.00	
	844674	B&W METER	04/27/2011	88.97	.00	
	846430	B&W METER	04/29/2011	230.77	.00	
Total 1191:				483.72	.00	
1249						
Berthod Motors Inc						
	149644	SPACER	04/09/2011	27.40	.00	
Total 1249:				27.40	.00	
1252						
Elmer Glass Company/rifle Inc						
	1013415	STEEL DOOR AND FRAME	05/04/2011	1,541.68	.00	
Total 1252:				1,541.68	.00	
1258						
Hach Company						
	7210498	DIGITAL ORP SENSOR	04/20/2011	1,806.95	.00	
	7226840	PHOSPHORUS TNT	05/02/2011	406.41	.00	
Total 1258:				2,213.36	.00	
1289						
Galls, An Aramark Company						
	511319784	GLOVES/PD	04/19/2011	336.68	.00	
Total 1289:				336.68	.00	
1339						
Grand Junction Pipe & Supply						
	C2337773	HUNTER SMART VLV CONTRAL	04/12/2011	213.00	.00	
	C2338400	METER PIT EXT	04/26/2011	644.75	.00	
	C2338557	PVC40 CPLG SXS	04/28/2011	318.31	.00	
	C2338661	CURB BOX LID 2/PLUG	04/29/2011	93.96	.00	
	C2338850	HYMAX CPLG	05/03/2011	217.50	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1339:				1,487.52	.00	
1379						
Miles, Vaughn						
	042011	BOOK PURCHASE	04/20/2011	432.44	432.44	05/06/2011
Total 1379:				432.44	432.44	
1460						
Western Colorado Electrical						
	4623	IRRIGATION PUMP HOUSE	04/21/2011	3,618.79	.00	
Total 1460:				3,618.79	.00	
1505						
Markertek Video Supply						
	948502	CHARCOAL GRAY CABLE CRO	04/25/2011	208.62	.00	
Total 1505:				208.62	.00	
1734						
United Companies						
	797562	SANDING MATERIALS	04/16/2011	229.83	.00	
	798851	CRUSHED ROCK	04/30/2011	1,813.27	.00	
	799293	WIN 3 EXTERIOR	04/30/2011	415.40	.00	
	799329	CRUSHED ROCK	04/30/2011	451.40	.00	
Total 1734:				2,909.90	.00	
1768						
Faris Machinery Company						
	G21343	BELT	04/27/2011	80.39	.00	
	T12767	SMOOTH DRUM /PAD SHELL	04/09/2011	1,930.00-	.00	
	T12780	SMOOTH DRUM ROLLER	04/19/2011	4,056.00	.00	
Total 1768:				2,206.39	.00	
1799						
Lively Electric, Inc.						
	1225	REWired OUTLET	01/30/2011	416.82	416.82	05/06/2011
Total 1799:				416.82	416.82	
1806						
CDMS INC						
	8505	DSL ACCESS - Cemetery	05/01/2011	17.95	.00	
	8505	DSL ACCESS - Pool	05/01/2011	17.95	.00	
Total 1806:				35.90	.00	
1830						
Grand Valley Foods						
	113579	FOOD PRODUCT/SR CENTER	04/29/2011	798.72	.00	
	113730	FOOD PRODUCT/SR CENTER	05/06/2011	705.25	.00	
Total 1830:				1,503.97	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1833						
P & K's Auto Body						
	050311	Repair PD Vehicle	05/03/2011	4,090.00	4,090.00	05/03/2011
Total 1833:				4,090.00	4,090.00	
1873						
N.a.d.a. Appraisal Guides						
	5995839 03261	CLASSIC CAR APPRAISAL GUI	03/26/2011	78.00	.00	
Total 1873:				78.00	.00	
1990						
Bookcliff Survey Services, Inc						
	7639	SURVEY WORK RIFLE CREEK	04/28/2011	5,395.62	.00	
Total 1990:				5,395.62	.00	
2021						
Gmco Corporation						
	26696	SUPERSTRETCH CRACKSEAL	04/20/2011	7,875.00	.00	
Total 2021:				7,875.00	.00	
2122						
Utility Notification Center Co						
	21104619	RTL TRANSMISSIONS	04/30/2011	133.63	.00	
Total 2122:				133.63	.00	
2130						
Hobart Service						
	050611	SERVICE CONTRACT MIXER	05/06/2011	239.00	239.00	05/06/2011
Total 2130:				239.00	239.00	
2139						
CDW Government, Inc						
	WXG8579	ZEBRACARD	03/31/2011	76.19	.00	
Total 2139:				76.19	.00	
2181						
Nalco Chemical Company						
	95844950	Drum 210 LITER	05/03/2011	2,244.51	.00	
Total 2181:				2,244.51	.00	
2208						
Amerigas						
	0613-288181A	PROPANE/CE	04/27/2011	390.39	.00	
Total 2208:				390.39	.00	
2309						
Sport Supply Group, Inc.						
	93992752	TEAM EQUIPMENT BAG	05/02/2011	1,265.07	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2309:				1,265.07	.00	
2343						
Mountain Pest Control						
	0214637	PEST CONTROL	01/01/2011	50.00	50.00	05/06/2011
Total 2343:				50.00	50.00	
2357						
S & M Water Consultants						
	6094	CALIBRATE GAUGE	02/04/2011	74.00	.00	
Total 2357:				74.00	.00	
2412						
B&h Photo - Video, Inc						
	50243082	SONY COMPACT DV DIRECT R	05/02/2011	159.00	.00	
	50254436	SONY DSC-HX5V DIGITAL STIL	05/02/2011	249.95	.00	
Total 2412:				408.95	.00	
2491						
Western Colorado Truck Center						
	103121A	RELAY	01/24/2011	10.74	.00	
	104840A	PRIMA	04/12/2011	102.67	.00	
Total 2491:				113.41	.00	
2497						
Techdepot/Solution 4Sure						
	B110410643V1	HP TONER	04/21/2011	384.74	.00	
Total 2497:				384.74	.00	
2540						
Walker Electric						
	3744	LIVE SCAN ELECTRIC OUTLET	04/14/2011	510.00	.00	
	3752	DISCONNECT HOT TUB SHED	04/28/2011	65.00	.00	
Total 2540:				575.00	.00	
2573						
Mountain West Office Products						
	255721I	supplies	02/09/2011	17.82	.00	
	259037I	supplies	04/29/2011	194.21	.00	
	259037I	supplies	04/29/2011	194.20	.00	
	259212	supplies	05/04/2011	55.35	.00	
	259227I	supplies	05/04/2011	74.09	.00	
	259227I	supplies	05/04/2011	54.71	.00	
Total 2573:				590.38	.00	
2690						
Down Valley Septic & Drain LLC						
	151860	ROLL OFF - TIP /CEMETARY	04/21/2011	385.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2690:				385.00	.00	
2734						
Justice Systems, Inc						
	1100096-IN	SOFTWARE MAINTENANCE	05/02/2011	1,910.00	.00	
Total 2734:				1,910.00	.00	
2775						
South Bank Secure Storage, Llc						
	050511	CITY OF RIFLE SOLAR ARRAY	05/05/2011	766.96	766.96	05/06/2011
	050511	CITY OF RIFLE SOLAR ARRAY	05/05/2011	200.00	200.00	05/06/2011
	050511	CITY OF RIFLE SOLAR ARRAY	05/05/2011	33.04	33.04	05/06/2011
	050511	CITY OF RIFLE SOLAR ARRAY	05/05/2011	400.00	400.00	05/06/2011
Total 2775:				1,400.00	1,400.00	
2830						
Qwest						
	9706254904 04	Police	04/22/2011	100.94	100.94	05/06/2011
	9706254960 04	STREETS	04/22/2011	119.22	119.22	05/06/2011
	970625730 042	City Clerk	04/22/2011	9.20	9.20	05/06/2011
	970625730 042	Municipal Court	04/22/2011	12.29	12.29	05/06/2011
	970625730 042	City Manager	04/22/2011	15.06	15.06	05/06/2011
	970625730 042	Finance	04/22/2011	30.53	30.53	05/06/2011
	970625730 042	Planning	04/22/2011	30.53	30.53	05/06/2011
	970625730 042	CH13	04/22/2011	12.29	12.29	05/06/2011
	970625730 042	Building Inspection	04/22/2011	18.24	18.24	05/06/2011
	970625730 042	PW	04/22/2011	23.00	23.00	05/06/2011
	970625730 042	Recreation	04/22/2011	42.82	42.82	05/06/2011
	970625730 042	Police	04/22/2011	111.04	111.04	05/06/2011
	970625730 042	Utilities Water	04/22/2011	4.75	4.75	05/06/2011
	970625730 042	Utilities WW	04/22/2011	4.75	4.75	05/06/2011
	970625730 042	Parks	04/22/2011	24.58	24.58	05/06/2011
	970625730 042	IT	04/22/2011	12.29	12.29	05/06/2011
	970625730 042	water	04/22/2011	12.29	12.29	05/06/2011
	970625730 042	ww	04/22/2011	12.29	12.29	05/06/2011
	970625730 042	O&M	04/22/2011	12.75	12.75	05/06/2011
	9706258808 04	SHELTER	04/22/2011	56.48	56.48	05/06/2011
	9706259179 04	Finance	04/22/2011	87.40	87.40	05/06/2011
	K719-1113095	Parks	04/22/2011	52.86	52.86	05/06/2011
	K719-1113095	STREETS	04/22/2011	103.25	103.25	05/06/2011
	K719-1113095	water	04/22/2011	81.46	81.46	05/06/2011
	K719-1113095	Parks	04/22/2011	53.24	53.24	05/06/2011
	K719-1113095	SENIOR	04/22/2011	52.40	52.40	05/06/2011
	K719-1113095	water	04/22/2011	49.92	49.92	05/06/2011
	K719-1113095	Police	04/22/2011	43.74	43.74	05/06/2011
	K719-1113095	PoOL	04/22/2011	48.10	48.10	05/06/2011
	K719-1113095	Police	04/22/2011	54.92	54.92	05/06/2011
	K719-1113095	water	04/22/2011	53.81	53.81	05/06/2011
	K719-1113095	Parks	04/22/2011	52.59	52.59	05/06/2011
	K719-1113095	STREETS	04/22/2011	53.20	53.20	05/06/2011
	K719-1113095	ww	04/22/2011	66.41	66.41	05/06/2011
	K719-1113095	ww	04/22/2011	63.05	63.05	05/06/2011
	K719-1113095	Parks	04/22/2011	90.02	90.02	05/06/2011

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2830:				1,671.71	1,671.71	
2835						
L.L. Johnson Distributing Co						
	1570961-00	GASKET THERMASTAT	04/18/2011	47.43	.00	
	1571303-00	CONTROLLER-GLOW	04/20/2011	169.31	.00	
Total 2835:				216.74	.00	
2846						
CoLo Mtn News Media						
	6285311	ADS	03/17/2011	12.36	12.36	05/06/2011
	6360131	ADS	04/30/2011	165.69	.00	
	6384801	ADS	04/30/2011	165.69	.00	
	6387025	ADS	04/21/2011	198.35	.00	
	6387025 04301	ADS	04/30/2011	198.35	.00	
	6408919A	ADS	04/14/2011	9.11	9.11	05/06/2011
	6415610	ADS	04/30/2011	165.69	.00	
	6415631	ADS	04/30/2011	165.69	.00	
	6458780A	ADS	04/28/2011	18.35	.00	
	6469556	ADS	04/30/2011	67.95	.00	
	6469556 04291	ADS	04/29/2011	131.95	.00	
Total 2846:				1,299.18	21.47	
2861						
Ulve, Brian						
	050611	TRAVEL TRAINING	05/06/2011	150.00	150.00	05/06/2011
	050611,	REIMBURSEMENT OPERATOR	05/06/2011	85.00	85.00	05/06/2011
Total 2861:				235.00	235.00	
2936						
Farmer Bros. Co.						
	53960543	FOOD PRODUCTS/SENIOR CTR	05/02/2011	121.34	.00	
Total 2936:				121.34	.00	
2940						
Face-n-space Silkscreening						
	3734	cotton teeshirts	04/07/2011	77.00	.00	
Total 2940:				77.00	.00	
2960						
Walmart Community						
	0013687	SUPPLIES	04/13/2011	111.37	111.37	05/06/2011
	002440	FOOD SUPPLIES	05/02/2011	196.53	196.53	05/06/2011
	006210	SUPPLIES	05/06/2011	98.79	98.79	05/06/2011
	025634	FOOD SUPPLIES	04/25/2011	420.31	420.31	05/06/2011
	026459	FOOD SUPPLIES	04/26/2011	29.04	29.04	05/06/2011
	027290	SUPPLIES	04/27/2011	94.24	94.24	05/06/2011
	027486	SUPPLIES	04/27/2011	60.35	60.35	05/06/2011
	028933	SUPPLIES	04/28/2011	19.85	19.85	05/06/2011
	REFUND 0502	FOOD SUPPLIES	05/02/2011	38.87-	38.87-	05/06/2011

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2960:				991.61	991.61	
3015						
Kroger/King Sooper Cust Charge						
	007791	FOOD /SR CENTER	05/02/2011	15.18	15.18	05/06/2011
	030276	COFFEE	04/25/2011	157.43	157.43	05/06/2011
	030628	FOOD DEVELOPMENT MEETIN	05/03/2011	93.89	93.89	05/06/2011
	031105	FOOD /SR CENTER	05/02/2011	55.86	55.86	05/06/2011
	135497	FOOD /SR CENTER	05/04/2011	63.07	63.07	05/06/2011
	168197	FOOD /SR CENTER	05/04/2011	104.53	104.53	05/06/2011
	168219	FOOD /SR CENTER	04/27/2011	8.76	8.76	05/06/2011
	217257	DRINKS-ROLL CALL GB	04/28/2011	17.54	17.54	05/06/2011
	264250	POTTING SOIL	05/06/2011	31.45	31.45	05/06/2011
Total 3015:				547.71	547.71	
3016						
Flattops Fencing And Supply						
	31	steel tie	04/18/2011	8.99	.00	
Total 3016:				8.99	.00	
3035						
Rocky Mountain Supply Co.						
	11242	ROCK CHISEL TOOTH	03/29/2011	313.07	.00	
Total 3035:				313.07	.00	
3038						
Mountain View Tree Farm & Nurs						
	11568	REDMOND LINDEN /POTTING M	04/15/2011	150.50	.00	
	11713	MULCH	04/29/2011	680.00	.00	
Total 3038:				830.50	.00	
3083						
ALSCO						
	LGRA1000762	LAUNDRY/senior center	04/26/2011	69.55	.00	
	LGRA1000763	work shirts and pants	04/26/2011	27.24	.00	
	LGRA1003628	LAUNDRY/senior center	05/03/2011	53.62	.00	
	LGRA1003629	work shirts and pants	05/03/2011	27.24	.00	
	LGRA1006494	LAUNDRY/senior center	05/10/2011	48.77	.00	
	LGRA997939	work shirts and pants	04/19/2011	27.24	.00	
Total 3083:				253.66	.00	
3091						
Newman Signs Inc						
	TI-0233102	U-CHANNEL POST	04/12/2011	2,001.06	.00	
Total 3091:				2,001.06	.00	
3156						
Superwash Of Rifle						
	2025 041211	CAR WASH	04/12/2011	121.37	.00	
	2036 041211	CAR WASH	04/12/2011	23.03	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3156:				144.40	.00	
3347						
V.I.P. Trash Services LLC						
	35881	TRASH PICKUP/DDA	04/01/2011	280.00	.00	
Total 3347:				280.00	.00	
3389						
Sandy's Office Supply Inc						
	916678	SUPPLIES	04/15/2011	106.42	.00	
Total 3389:				106.42	.00	
3446						
Staples Business Advantage						
	8018348160	supplies	04/16/2011	21.43-	.00	
	8018403421	supplies	04/23/2011	116.21	.00	
	8018403421	supplies	04/23/2011	14.99	.00	
Total 3446:				109.77	.00	
3612						
International Code Council						
	050211	MEMBERSHIP PETER HAYES	05/02/2011	125.00	125.00	05/06/2011
Total 3612:				125.00	125.00	
3666						
Stereo Unlimited Inc						
	700	Wireless speaker system for Cent	03/25/2011	4,222.85	.00	
Total 3666:				4,222.85	.00	
3683						
Mid-American Research Chemical						
	0440868-IN	GLOVES	04/22/2011	637.28	.00	
Total 3683:				637.28	.00	
3755						
Wagner Equipment Co						
	P55C0120890	CAP	05/03/2011	14.29	.00	
	P55C0120901	KNOB	05/04/2011	4.55	.00	
Total 3755:				18.84	.00	
3771						
Waste Management Inc						
	0640215-1185-	20 YD ROLL OFF	05/01/2011	16,006.82	.00	
	1062524-0576-	Recycling Service	05/01/2011	1,853.10	.00	
	1062525-0576-	Recycling Service	05/01/2011	1,779.56	.00	
	1062526-0576-	Recycling Service	05/01/2011	554.57	.00	
Total 3771:				20,194.05	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3780						
Concrete Equipment						
	116603	PADDED TOOL BELT	04/15/2011	189.82	.00	
	117030	REBAR	04/30/2011	1,137.74	.00	
	117119	CES SPRAYER	05/04/2011	376.57	.00	
Total 3780:				1,704.13	.00	
3847						
Drive Train Industries Inc						
	04 537621	FILTER	04/21/2011	10.71	.00	
	04537427	FILTERS	04/15/2011	221.63	.00	
Total 3847:				232.34	.00	
3900						
Shaw, Frankie						
	050311	WORK BOOTS	05/03/2011	43.05	43.05	05/06/2011
Total 3900:				43.05	43.05	
4055						
UPS/United Parcel Service						
	0000Y2097W1	SHIPPING	04/16/2011	26.31	.00	
	0000Y2097W1	SHIPPING	04/16/2011	6.73	.00	
Total 4055:				33.04	.00	
4098						
Heuton Tire Co						
	86253	TIRES/FLEET	04/13/2011	228.76	.00	
	86510	TIRES/FLEET	04/22/2011	175.00	.00	
	86635	TIRES/FLEET	04/27/2011	83.25	.00	
Total 4098:				487.01	.00	
4121						
Cebt						
	050611	Insurance Premiums	05/06/2011	67,046.33	67,046.33	05/06/2011
	050611	Insurance Premiums	05/06/2011	12,971.68	12,971.68	05/06/2011
	050611	Insurance Premiums	05/06/2011	14,548.52	14,548.52	05/06/2011
	050611	Insurance Premiums	05/06/2011	3,309.89	3,309.89	05/06/2011
	050611	Insurance Premiums	05/06/2011	1,015.08	1,015.08	05/06/2011
	050611	Insurance Premiums	05/06/2011	1,595.08	1,595.08	05/06/2011
	050611	Insurance Premiums	05/06/2011	3,190.16	3,190.16	05/06/2011
	050611	cobra	05/06/2011	574.66	574.66	05/06/2011
Total 4121:				104,251.40	104,251.40	
4141						
True Brew Coffee Service						
	134339	COFFEE	04/21/2011	46.71	.00	
	134552	COFFEE	05/06/2011	95.50	.00	
	134553	COFFEE	05/06/2011	71.35	.00	
Total 4141:				213.56	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4207						
Radio Shack						
	10136514	APC BACK-UPS ES 8 OUTLET	05/02/2011	109.98	.00	
	10136715	IPHONE BLUE SILICONE	05/10/2011	84.97	.00	
	10136727	HIGH GLOSS SILICONE APPLE	05/10/2011	104.96	.00	
Total 4207:				299.91	.00	
4254						
Colorado State Patrol						
	6A111403	ACCIDENT REPORT	05/03/2011	4.50	4.50	05/06/2011
Total 4254:				4.50	4.50	
4339						
Design Concepts						
	0014114	CENTENNIAL PARK PLAYGROU	05/05/2011	169.40	.00	
	0014121	Deerfield Park Construction Drawi	05/05/2011	24,012.38	.00	
Total 4339:				24,181.78	.00	
4373						
Rifle Electric Inc						
	1943	RUN CONDUITS	04/27/2011	1,505.00	.00	
Total 4373:				1,505.00	.00	
4434						
Groundcrew Inc The						
	2182	LABOR HOURS TO MOVE TREE	04/15/2011	270.00	.00	
Total 4434:				270.00	.00	
4630						
Kirkman, Ula						
	57	PERFORMANCE/SR CENTER	04/30/2011	175.00	175.00	05/06/2011
Total 4630:				175.00	175.00	
4682						
Lighting Accessory & Warning S						
	3630	MICROPHONE CENCOM CONT	04/14/2011	110.25	.00	
Total 4682:				110.25	.00	
4702						
Todd's Welding Inc						
	9553	RE-SIZE TREE GRATES	04/29/2011	260.00	.00	
Total 4702:				260.00	.00	
4734						
Vandewalle & Associates, Inc.						
	201104039	CONCEPT PLAN BUSINESS PL	04/30/2011	6,323.94	.00	
Total 4734:				6,323.94	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4753						
Rifle Truck & Trailer						
	3607	SUPERWINCH S5000	04/26/2011	848.85	.00	
	3629	UTILITY VEHICLE-ARCTIC CAT	05/03/2011	14,861.50	.00	
Total 4753:				15,710.35	.00	
4796						
Mountain Air Mechanical Hvac						
	13647	REPAIR REZNOR UNIT	04/29/2011	639.95	.00	
Total 4796:				639.95	.00	
4811						
United Site Services Inc						
	103-58922	PORTABLE RESTROOM -DEER	04/05/2011	540.00	.00	
	103-59459	PORTABLE RESTROOM -metro	04/11/2011	130.00	.00	
	103-59460	PORTABLE RESTROOM/ Mount	04/11/2011	140.00	.00	
	103-60167	PORTABLE RESTROOM -HEINZ	04/19/2011	65.00	.00	
	103-60168	PORTABLE RESTROOM/ DAVID	04/19/2011	130.00	.00	
	103-60192	PORTABLE RESTROOM CENTE	04/19/2011	150.00	.00	
Total 4811:				1,155.00	.00	
4825						
Cross Propane Gas						
	050511	Propane Gas at O&M Shop	05/05/2011	9,960.00	.00	
Total 4825:				9,960.00	.00	
4869						
My Precious Pet						
	82	FISH TANK/SR CENTER	05/07/2011	65.00	.00	
Total 4869:				65.00	.00	
4964						
Western Petroleum Co						
	Q2051	CHV URSA SP	04/14/2011	864.40	.00	
	Q2054	TEX RANDO OIL	04/15/2011	411.00	.00	
Total 4964:				1,275.40	.00	
4989						
Mr Power S/Sandor Drucker						
	136	SIDEWALK CLEANING/DDA	05/02/2011	950.00	.00	
Total 4989:				950.00	.00	
4999						
Master Automotive Inc						
	13300	ALIGNMENT	04/11/2011	65.00	.00	
Total 4999:				65.00	.00	
5066						
CARTEGRAPH SYSTEMS INC						
	R-07194	2011 Annual Support	04/29/2011	1,264.69	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	R-07194		04/29/2011	1,264.69	.00	
	R-07194		04/29/2011	946.31	.00	
	R-07194	2011 Annual Support	04/29/2011	946.31	.00	
Total 5066:				4,422.00	.00	
5085						
DIGITAL ALLY						
	1029991	BELT CLIP	01/01/2011	172.50	.00	
Total 5085:				172.50	.00	
5165						
LEXISNEXIS						
	16446739	PEACE OFFICERS MANUAL	04/18/2011	719.32	.00	
Total 5165:				719.32	.00	
5181						
FRED'S HARDWARE						
	20301 043011	SUPPLIES	04/30/2011	168.68	.00	
	20303 043011	SUPPLIES	04/30/2011	74.35	.00	
	20305 043011	SUPPLIES	04/30/2011	101.36	.00	
	20306 043011	SUPPLIES	04/30/2011	119.54	.00	
Total 5181:				463.93	.00	
5210						
GOLF ENVIRO SYSTEMS, INC.						
	47060	Turf Fertilizer for City Parks	04/25/2011	7,958.60	.00	
Total 5210:				7,958.60	.00	
5211						
STAPLES						
	041511	OFFICE SUPPLIES	04/15/2011	2,009.98	.00	
Total 5211:				2,009.98	.00	
5240						
A-1 HEATING & COOLING INC						
	14935	IGNITOR	04/19/2011	139.95	.00	
Total 5240:				139.95	.00	
5253						
FASTENAL						
	CORIF39889	PLUG	04/05/2011	34.70	.00	
	CORIF40030	14X125 HS ZNSS DB	04/11/2011	279.06	.00	
	CORIF40394	HCS 3/8	04/25/2011	42.41	.00	
	CORIF40491	NUTSET	04/27/2011	31.05	.00	
Total 5253:				387.22	.00	
5413						
Bruno, Colin, Jewell & Lowe PC						
	117103	Legal Fees	04/28/2011	301.50	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5413:				301.50	.00	
5503						
JAY-MAX SALES						
	206331-01	ZINC	04/29/2011	15.00	.00	
	206368-00	ZINC	04/29/2011	28.00	.00	
	206418-00	FLOOR CLEANER	04/27/2011	59.28	.00	
	206861-00	COTTON RAGS	04/27/2011	15.00	.00	
	207025-00	CAN LINER	05/04/2011	34.54	.00	
Total 5503:				151.82	.00	
5548						
Power Equipment Company						
	G104048461	RING	04/19/2011	2,109.99	.00	
	G104048589	AIR FILTER	04/29/2011	166.87	.00	
Total 5548:				2,276.86	.00	
5600						
BIG IRON TIRE SERVICE LLC						
	110063	ORING SEAL	04/10/2011	233.50	.00	
	110071	SERVICE CALL	04/20/2011	262.50	.00	
Total 5600:				496.00	.00	
5638						
Thompson's Cleaning, Inc.						
	14328	upholstery	04/26/2011	180.00	.00	
	14329	Vehicle Cleaning - PD	04/26/2011	1,050.00	.00	
Total 5638:				1,230.00	.00	
5645						
ABC TREE AND LAWN CARE						
	3274	TREE TRIMMING	04/09/2011	650.00	.00	
	3321	REMOVE TREE	04/27/2011	700.00	.00	
Total 5645:				1,350.00	.00	
5713						
Glenwood National Transmissio						
	7346	SERVICE TRANSMISSION	04/22/2011	255.27	.00	
Total 5713:				255.27	.00	
5723						
SANITARY SUPPLY CORP						
	55643	supplies	05/02/2011	438.90	.00	
Total 5723:				438.90	.00	
5751						
SYMBOL ARTS						
	0143701-IN	Badges	03/16/2011	77.50	.00	
	0145265-IN	Badges	04/15/2011	967.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5751:				1,044.50	.00	
5857						
DESIGN MECHANICAL, INC						
	007002674	REPAIR HVAC SYSTEM	04/14/2011	3,007.73	.00	
Total 5857:				3,007.73	.00	
5867						
PEREZ INTERPRETATIONS						
	120	INTERPRETATION SERVICES	10/28/2010	95.35-	.00	
	120. 050611	INTERPRETATION SERVICES	05/06/2011	95.35	95.35	05/06/2011
Total 5867:				.00	95.35	
5875						
CUMMINS ROCKY MOUNTAIN						
	003-35818	GENERATOR SWITCH GEAR-CI	04/25/2011	22,100.00	.00	
Total 5875:				22,100.00	.00	
5900						
Gallagher Benefit Services Inc						
	5602	PROFESSIONAL SERVICES	04/14/2011	780.00	780.00	05/06/2011
Total 5900:				780.00	780.00	
5902						
Garfield County Public Library						
	0008639	PROFESSIONAL SERVICES	04/07/2011	913.50	.00	
	0008661	PROFESSIONAL SERVICES	05/03/2011	812.00	.00	
Total 5902:				1,725.50	.00	
5926						
Law Enforcement Alliance for Defense						
	116594	LEGAL DEFENSE COVERAGE	03/22/2011	147.00	147.00	05/06/2011
Total 5926:				147.00	147.00	
5958						
Utility Refund						
	001004175	REFUND	05/05/2011	.07	.07	05/06/2011
	1582103	REFUND	05/05/2011	40.17	40.17	05/06/2011
	2150104	REFUND	05/05/2011	33.48	33.48	05/06/2011
	283104.050611	REFUND	05/06/2011	79.37	79.37	05/06/2011
Total 5958:				153.09	153.09	
5961						
United Restaurant Supply, Inc.						
	385553	BAKING DISH	04/22/2011	1,548.77	.00	
Total 5961:				1,548.77	.00	
5984						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
JIM DIBLE OIL CO						
	R8403	SHC 630/PAIL	05/05/2011	408.00	.00	
Total 5984:				408.00	.00	
6043						
Wilkins Angie						
	042911	MILE REIMBURSEMENT	04/29/2011	42.84	42.84	05/06/2011
Total 6043:				42.84	42.84	
6055						
Seastone Jeff						
	050311	EQUIPMENT BAGS	05/03/2011	41.22	41.22	05/06/2011
Total 6055:				41.22	41.22	
6133						
GILCO, INC						
	72979401	DYED DIESEL	03/18/2011	1,886.30	.00	
Total 6133:				1,886.30	.00	
6154						
Christie Dennis						
	050611	TRAVEL/TRAINING	05/06/2011	150.00	150.00	05/06/2011
	050611.	REIMBURSEMENT LUNCH	05/06/2011	33.99	33.99	05/06/2011
Total 6154:				183.99	183.99	
6165						
eFax Corporate						
	175598	MRC-INBOX LOCAL FED 2011	02/28/2011	115.00	115.00	05/06/2011
	183631	MRC-INBOX LOCAL MARCH 201	03/31/2011	115.00	115.00	05/06/2011
Total 6165:				230.00	230.00	
6170						
Johnson Will						
	212	FIXED FANS	04/25/2011	80.00	80.00	05/06/2011
Total 6170:				80.00	80.00	
6195						
Western Slope Communications						
	31966	ESPN RADIO 690	04/25/2011	260.00	.00	
	31967	THE RIVER KRVG	04/25/2011	260.00	.00	
Total 6195:				520.00	.00	
6240						
Lincoln Equipment, Inc						
	SI160653	PARAGON 19 VERTICAL TREAD	05/03/2011	1,004.63	.00	
Total 6240:				1,004.63	.00	
6242						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Xerox Corporation	054741634	BASE CAHRGE APRIL	05/01/2011	258.65	.00	
Total 6242:				258.65	.00	
6258						
A.M. Leonard Inc.	C111044117	LAWN APPLICATOR 6	04/13/2011	154.99	.00	
Total 6258:				154.99	.00	
6261						
Western Slope Materials, LLC	41462	WASHED ROCK	04/16/2011	1,252.16	.00	
	41491	SANDING MATERIALS	04/23/2011	680.85	.00	
Total 6261:				1,933.01	.00	
6267						
Tad S. Foster Attorney at Law	042611	Heavy Metals Discharge	04/26/2011	3,337.50	3,337.50	05/06/2011
Total 6267:				3,337.50	3,337.50	
6282						
Kansas State Bank	3342805	GOVERNMENT OBIGATION CO	04/25/2011	1,672.98	1,672.98	05/03/2011
Total 6282:				1,672.98	1,672.98	
6283						
American Capital Financial Services	042511	DOCUMENTATION FEE	04/25/2011	195.00	195.00	05/03/2011
Total 6283:				195.00	195.00	
6284						
Mullenax Construction & Roofing	319	LABOR MATERIALS	04/26/2011	951.00	.00	
Total 6284:				951.00	.00	
6285						
American Society Of Composers, Authors	041511	ANNUAL LICENSE AGREEMENT	04/15/2011	309.00	309.00	05/06/2011
Total 6285:				309.00	309.00	
6286						
ICMA	050611	MEMBERSHIP-JOHN HIER	05/06/2011	792.00	792.00	05/06/2011
Total 6286:				792.00	792.00	
6287						
Stubbart John	041411	REIMBURSEMENT	04/14/2011	116.14	116.14	05/06/2011
	041411	REIMBURSEMENT	04/14/2011	116.14	116.14	05/06/2011

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6287:				232.28	232.28	
6289						
U.S Optics, Inc.	11032	MOUNTS	04/26/2011	168.75	.00	
Total 6289:				168.75	.00	
6290						
ATKINS	1108933	GATEWAY PROJECT ARTERIAL	04/20/2011	5,635.20	.00	
Total 6290:				5,635.20	.00	
Grand Totals:				405,497.30	143,582.79	

Dated: 5/12/11

City Treasurer: Chas Kelly

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
05/11	05/06/2011	48553	5867	PEREZ INTERPRETATIONS	120	1	100-4121-400-5	.00	95.35- V
Total 48553:								.00	95.35-
05/11	05/06/2011	50366	6285	American Society Of Composers,	041511	1	210-4521-400-3	.00	309.00
Total 50366:								.00	309.00
05/11	05/06/2011	50367	5958	Aurora Loan Services Inc	1582103	1	001-004-175	.00	40.17
Total 50367:								.00	40.17
05/11	05/06/2011	50368	4121	Cebt	050611	1	100-202-007	.00	67,046.33
05/11	05/06/2011	50368	4121	Cebt	050611	2	210-202-007	.00	12,971.68
05/11	05/06/2011	50368	4121	Cebt	050611	3	310-202-007	.00	14,548.52
05/11	05/06/2011	50368	4121	Cebt	050611	4	320-202-007	.00	3,309.89
05/11	05/06/2011	50368	4121	Cebt	050611	5	330-202-007	.00	1,015.08
05/11	05/06/2011	50368	4121	Cebt	050611	6	610-202-007	.00	1,595.08
05/11	05/06/2011	50368	4121	Cebt	050611	7	620-202-007	.00	3,190.16
05/11	05/06/2011	50368	4121	Cebt	050611	8	100-202-007	.00	574.66
Total 50368:								.00	104,251.40
05/11	05/06/2011	50369	6154	Christie Dennis	050611	1	310-4331-400-5	.00	150.00
05/11	05/06/2011	50369	6154	Christie Dennis	050611	1	310-4331-400-5	.00	33.99
Total 50369:								.00	183.99
05/11	05/06/2011	50370	1026	Cirsa	101706	1	100-4210-400-8	.00	5,000.00
05/11	05/06/2011	50370	1026	Cirsa	110719	1	210-4513-400-4	.00	2,038.00
05/11	05/06/2011	50370	1026	Cirsa	110739	1	100-4114-400-6	.00	20.00
05/11	05/06/2011	50370	1026	Cirsa	110859	1	100-4800-400-5	.00	1,721.00
05/11	05/06/2011	50370	1026	Cirsa	110859	2	100-4800-400-5	.00	2,072.00
05/11	05/06/2011	50370	1026	Cirsa	110859	3	100-4800-400-5	.00	66.00
Total 50370:								.00	10,917.00
05/11	05/06/2011	50371	2846	Colo Mtn News Media	6285311	1	100-4191-400-5	.00	12.36
05/11	05/06/2011	50371	2846	Colo Mtn News Media	6408919A	1	100-4111-400-5	.00	9.11
Total 50371:								.00	21.47
05/11	05/06/2011	50372	4254	Colorado State Patrol	6A111403	1	100-4114-400-6	.00	4.50
Total 50372:								.00	4.50
05/11	05/06/2011	50373	6165	eFax Corporate	175598	1	620-4192-400-5	.00	115.00
05/11	05/06/2011	50373	6165	eFax Corporate	183631	1	620-4192-400-5	.00	115.00
Total 50373:								.00	230.00
05/11	05/06/2011	50374	1180	Forensic Science Consultants	11-033	1	100-4210-400-3	.00	50.00

Check Issue Dates: 5/6/2011 - 5/6/2011

May 06, 2011 04:31PM

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
Total 50374:								.00	50.00
05/11	05/06/2011	50375	5900	Gallagher Benefit Services Inc	5602	1	100-4210-400-3	.00	780.00
Total 50375:								.00	780.00
05/11	05/06/2011	50376	1078	Garfield County Sheriff	050311	1	100-4210-400-5	.00	95.46
Total 50376:								.00	95.46
05/11	05/06/2011	50377	2130	Hobart Service	050611	1	100-4514-400-4	.00	239.00
Total 50377:								.00	239.00
05/11	05/06/2011	50378	6286	ICMA	050611	1	100-4132-400-5	.00	792.00
Total 50378:								.00	792.00
05/11	05/06/2011	50379	3612	International Code Council	050211	1	100-4240-400-5	.00	125.00
Total 50379:								.00	125.00
05/11	05/06/2011	50380	6170	Johnson Will	212	1	100-4414-400-4	.00	80.00
Total 50380:								.00	80.00
05/11	05/06/2011	50381	4630	Kirkman, Ula	57	1	210-4512-400-6	.00	175.00
Total 50381:								.00	175.00
05/11	05/06/2011	50382	3015	Kroger/King Sooper Cust Charge	007791	1	100-4514-400-6	.00	15.18
05/11	05/06/2011	50382	3015	Kroger/King Sooper Cust Charge	030276	1	100-4514-400-6	.00	157.43
05/11	05/06/2011	50382	3015	Kroger/King Sooper Cust Charge	030628	1	100-4191-400-5	.00	93.89
05/11	05/06/2011	50382	3015	Kroger/King Sooper Cust Charge	031105	1	100-4514-400-6	.00	55.86
05/11	05/06/2011	50382	3015	Kroger/King Sooper Cust Charge	135497	1	100-4514-400-6	.00	63.07
05/11	05/06/2011	50382	3015	Kroger/King Sooper Cust Charge	168197	1	100-4514-400-6	.00	104.53
05/11	05/06/2011	50382	3015	Kroger/King Sooper Cust Charge	168219	1	100-4514-400-6	.00	8.76
05/11	05/06/2011	50382	3015	Kroger/King Sooper Cust Charge	217257	1	100-4210-400-6	.00	17.54
05/11	05/06/2011	50382	3015	Kroger/King Sooper Cust Charge	264250	1	100-4514-400-6	.00	31.45
Total 50382:								.00	547.71
05/11	05/06/2011	50383	5926	Law Enforcement Alliance for Def	116594	1	100-4210-400-3	.00	147.00
Total 50383:								.00	147.00
05/11	05/06/2011	50384	1799	Lively Electric, Inc.	1225	1	100-4514-400-4	.00	416.82
Total 50384:								.00	416.82
05/11	05/06/2011	50385	5958	Marvin, James & Jennifer	001004175	1	001-004-175	.00	.07
Total 50385:								.00	.07
05/11	05/06/2011	50386	1379	Miles, Vaughn	042011	1	100-4210-400-6	.00	432.44

GL eriod	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
Total 50386:								.00	432.44
05/11	05/06/2011	50387	2343	Mountain Pest Control	0214637	1	100-4194-400-4	.00	50.00
Total 50387:								.00	50.00
05/11	05/06/2011	50388	5867	PEREZ INTERPRETATIONS	120. 050611	1	100-4121-400-5	.00	95.35
Total 50388:								.00	95.35
05/11	05/06/2011	50389	2830	Qwest	9706254904	1	100-4210-400-5	.00	100.94
05/11	05/06/2011	50389	2830	Qwest	9706254960	1	100-4310-400-5	.00	119.22
05/11	05/06/2011	50389	2830	Qwest	970625730 0	1	100-4114-400-5	.00	9.20
05/11	05/06/2011	50389	2830	Qwest	970625730 0	2	100-4121-400-5	.00	12.29
05/11	05/06/2011	50389	2830	Qwest	970625730 0	3	100-4132-400-5	.00	15.06
05/11	05/06/2011	50389	2830	Qwest	970625730 0	4	100-4151-400-5	.00	30.53
05/11	05/06/2011	50389	2830	Qwest	970625730 0	5	100-4191-400-5	.00	30.53
05/11	05/06/2011	50389	2830	Qwest	970625730 0	6	100-4199-400-5	.00	12.29
05/11	05/06/2011	50389	2830	Qwest	970625730 0	7	100-4240-400-5	.00	18.24
05/11	05/06/2011	50389	2830	Qwest	970625730 0	8	100-4317-400-5	.00	23.00
05/11	05/06/2011	50389	2830	Qwest	970625730 0	9	210-4512-400-5	.00	42.82
05/11	05/06/2011	50389	2830	Qwest	970625730 0	10	100-4215-400-5	.00	111.04
05/11	05/06/2011	50389	2830	Qwest	970625730 0	11	310-4331-400-5	.00	4.75
05/11	05/06/2011	50389	2830	Qwest	970625730 0	12	320-4325-400-5	.00	4.75
05/11	05/06/2011	50389	2830	Qwest	970625730 0	13	210-4521-400-5	.00	24.58
05/11	05/06/2011	50389	2830	Qwest	970625730 0	14	620-4192-400-5	.00	12.29
05/11	05/06/2011	50389	2830	Qwest	970625730 0	15	310-4331-400-5	.00	12.29
05/11	05/06/2011	50389	2830	Qwest	970625730 0	16	320-4325-400-5	.00	12.29
05/11	05/06/2011	50389	2830	Qwest	970625730 0	17	100-4310-400-5	.00	12.75
05/11	05/06/2011	50389	2830	Qwest	9706258808	1	100-4414-400-5	.00	56.48
05/11	05/06/2011	50389	2830	Qwest	9706259179	1	100-4151-400-5	.00	87.40
05/11	05/06/2011	50389	2830	Qwest	K719-111309	1	210-4521-400-5	.00	52.86
05/11	05/06/2011	50389	2830	Qwest	K719-111309	2	100-4310-400-5	.00	103.25
05/11	05/06/2011	50389	2830	Qwest	K719-111309	3	310-4331-400-5	.00	81.46
05/11	05/06/2011	50389	2830	Qwest	K719-111309	4	210-4521-400-5	.00	53.24
05/11	05/06/2011	50389	2830	Qwest	K719-111309	5	100-4514-400-5	.00	52.40
05/11	05/06/2011	50389	2830	Qwest	K719-111309	6	310-4331-400-5	.00	49.92
05/11	05/06/2011	50389	2830	Qwest	K719-111309	7	100-4210-400-5	.00	43.74
05/11	05/06/2011	50389	2830	Qwest	K719-111309	8	210-4513-400-5	.00	48.10
05/11	05/06/2011	50389	2830	Qwest	K719-111309	9	100-4215-400-5	.00	54.92
05/11	05/06/2011	50389	2830	Qwest	K719-111309	10	310-4331-400-5	.00	53.81
05/11	05/06/2011	50389	2830	Qwest	K719-111309	11	210-4521-400-5	.00	52.59
05/11	05/06/2011	50389	2830	Qwest	K719-111309	12	100-4310-400-5	.00	53.20
05/11	05/06/2011	50389	2830	Qwest	K719-111309	13	320-4325-400-5	.00	66.41
05/11	05/06/2011	50389	2830	Qwest	K719-111309	14	320-4325-400-5	.00	63.05
05/11	05/06/2011	50389	2830	Qwest	K719-111309	15	210-4521-400-5	.00	90.02
Total 50389:								.00	1,671.71
05/11	05/06/2011	50390	6055	Seastone Jeff	050311	1	210-4512-400-6	.00	41.22
Total 50390:								.00	41.22
05/11	05/06/2011	50391	3900	Shaw, Frankie	050311	1	100-4310-400-6	.00	43.05

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
Total 50391:								.00	43.05
05/11	05/06/2011	50392	2775	South Bank Secure Storage, Llc	050511	1	100-3000-313-0	.00	766.96
05/11	05/06/2011	50392	2775	South Bank Secure Storage, Llc	050511	2	201-3000-313-0	.00	200.00
05/11	05/06/2011	50392	2775	South Bank Secure Storage, Llc	050511	3	207-3000-313-0	.00	33.04
05/11	05/06/2011	50392	2775	South Bank Secure Storage, Llc	050511	4	210-3000-313-0	.00	400.00
Total 50392:								.00	1,400.00
05/11	05/06/2011	50393	6287	Stubbart John	041411	1	310-4331-400-5	.00	116.14
05/11	05/06/2011	50393	6287	Stubbart John	041411	2	320-4325-400-5	.00	116.14
Total 50393:								.00	232.28
05/11	05/06/2011	50394	6267	Tad S. Foster Attorney at Law	042611	1	320-4325-400-3	.00	3,337.50
Total 50394:								.00	3,337.50
05/11	05/06/2011	50395	2861	Ulve, Brian	050611	1	310-4331-400-5	.00	150.00
05/11	05/06/2011	50395	2861	Ulve, Brian	050611	1	310-4331-400-5	.00	85.00
Total 50395:								.00	235.00
05/11	05/06/2011	50396	1004	Verizon Wireless	0969358205	1	310-4331-400-5	.00	77.03
05/11	05/06/2011	50396	1004	Verizon Wireless	0969358205	2	320-4325-400-5	.00	77.03
05/11	05/06/2011	50396	1004	Verizon Wireless	0969358205	3	100-4414-400-5	.00	73.59
05/11	05/06/2011	50396	1004	Verizon Wireless	0969358205	4	100-4240-400-5	.00	118.79
05/11	05/06/2011	50396	1004	Verizon Wireless	0969358205	5	100-4422-400-5	.00	21.52
05/11	05/06/2011	50396	1004	Verizon Wireless	0969358205	6	100-4194-400-5	.00	21.51
05/11	05/06/2011	50396	1004	Verizon Wireless	0969358205	7	100-4199-400-5	.00	36.06
05/11	05/06/2011	50396	1004	Verizon Wireless	0969358205	8	100-4195-400-5	.00	43.03
05/11	05/06/2011	50396	1004	Verizon Wireless	0969358205	9	100-4132-400-5	.00	52.51
05/11	05/06/2011	50396	1004	Verizon Wireless	0969358205	10	100-4311-400-5	.00	50.14
05/11	05/06/2011	50396	1004	Verizon Wireless	0969358205	11	100-4135-400-5	.00	52.76
05/11	05/06/2011	50396	1004	Verizon Wireless	0969358205	12	620-4192-400-5	.00	178.09
05/11	05/06/2011	50396	1004	Verizon Wireless	0969358205	13	100-4111-400-5	.00	34.95
05/11	05/06/2011	50396	1004	Verizon Wireless	0969358205	14	210-4521-400-5	.00	268.42
05/11	05/06/2011	50396	1004	Verizon Wireless	0969358205	15	100-4191-400-5	.00	106.30
05/11	05/06/2011	50396	1004	Verizon Wireless	0969358205	16	100-4210-400-5	.00	1,196.77
05/11	05/06/2011	50396	1004	Verizon Wireless	0969358205	17	210-4512-400-5	.00	257.43
05/11	05/06/2011	50396	1004	Verizon Wireless	0969358205	18	330-4320-400-5	.00	38.03
05/11	05/06/2011	50396	1004	Verizon Wireless	0969358205	19	100-4514-400-5	.00	32.77
05/11	05/06/2011	50396	1004	Verizon Wireless	0969358205	20	100-4310-400-5	.00	215.69
05/11	05/06/2011	50396	1004	Verizon Wireless	0969358205	21	320-4325-400-5	.00	321.51
05/11	05/06/2011	50396	1004	Verizon Wireless	0969358205	22	310-4331-400-5	.00	132.16
05/11	05/06/2011	50396	1004	Verizon Wireless	0969358205	23	100-4317-400-5	.00	18.38
05/11	05/06/2011	50396	1004	Verizon Wireless	0969358205	24	320-4325-400-5	.00	13.38
05/11	05/06/2011	50396	1004	Verizon Wireless	0969358205	25	100-4310-400-5	.00	7.38
05/11	05/06/2011	50396	1004	Verizon Wireless	0969358205	26	310-4331-400-5	.00	13.38
05/11	05/06/2011	50396	1004	Verizon Wireless	0969358205	27	100-4114-400-5	.00	52.51
Total 50396:								.00	3,511.12
05/11	05/06/2011	50397	2960	Walmart Community	0013687	1	100-4414-400-6	.00	111.37
05/11	05/06/2011	50397	2960	Walmart Community	002440	1	100-4514-400-6	.00	196.53

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
05/11	05/06/2011	50397	2960	Walmart Community	006210	1	210-4513-400-6	.00	98.79
05/11	05/06/2011	50397	2960	Walmart Community	025634	1	100-4514-400-6	.00	420.31
05/11	05/06/2011	50397	2960	Walmart Community	026459	1	100-4514-400-6	.00	29.04
05/11	05/06/2011	50397	2960	Walmart Community	027290	1	210-4512-400-6	.00	94.24
05/11	05/06/2011	50397	2960	Walmart Community	027486	1	100-4210-400-6	.00	60.35
05/11	05/06/2011	50397	2960	Walmart Community	028933	1	100-4210-400-6	.00	19.85
05/11	05/06/2011	50397	2960	Walmart Community	REFUND 05	1	100-4514-400-6	.00	38.87-
Total 50397:								.00	991.61
05/11	05/06/2011	50398	5958	Wells Fargo Home Mortgage	283104.0506	1	001-004-175	.00	79.37
Total 50398:								.00	79.37
05/11	05/06/2011	50399	6043	Wilkins Angie	042911	1	210-4521-400-5	.00	42.84
Total 50399:								.00	42.84
05/11	05/06/2011	50400	5958	Williams Title Guaranty	2150104	1	001-004-175	.00	33.48
Total 50400:								.00	33.48
05/11	05/06/2011	50401	1120	Xcel Energy Inc	079542287	1	320-4325-400-4	.00	4,672.69
05/11	05/06/2011	50401	1120	Xcel Energy Inc	279796193	1	320-4325-400-4	.00	1,322.31
05/11	05/06/2011	50401	1120	Xcel Energy Inc	280153678	1	310-4331-400-4	.00	27.25
Total 50401:								.00	6,022.25
Grand Totals:								.00	137,529.46

Dated: 5/9/11

Accounts Payable: _____

Finance Director: 

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
05/11	05/03/2011	50283	6283	American Capital Financial Servic	042511	1	210-4514-400-8	.00	195.00
Total 50283:								.00	195.00
05/11	05/03/2011	50284	6282	Kansas State Bank	3342805	1	210-4514-400-8	.00	1,672.98
Total 50284:								.00	1,672.98
05/11	05/03/2011	50285	1833	P & K's Auto Body	050311	1	610-4196-400-4	.00	4,090.00
Total 50285:								.00	4,090.00
Grand Totals:								.00	5,957.98

Dated: 5/5/11

Accounts Payable: _____

Finance Director: Charles Hill

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
04/11	04/29/2011	50256	4240	Platinum Plus For Business	WILSON 041	1	100-4210-400-5	.00	299.51
Total 50256:								.00	299.51
04/11	04/29/2011	50257	2846	Colo Mtn News Media	52982615	1	100-4191-400-5	.00	28.84
Total 50257:								.00	28.84
04/11	04/29/2011	50258	5347	COLORADO SOCIETY OF CPA'S	042711	1	100-4151-400-5	.00	255.00
Total 50258:								.00	255.00
04/11	04/29/2011	50259	1076	Garfield County Treasurer	R210381	1	100-4800-400-8	.00	5.44
04/11	04/29/2011	50259	1076	Garfield County Treasurer	R210403	1	100-4800-400-8	.00	1,077.12
Total 50259:								.00	1,082.56
04/11	04/29/2011	50260	5223	GRAND VALLEY ENGINEERING	110160 274	1	310-4331-400-7	.00	800.00
Total 50260:								.00	800.00
04/11	04/29/2011	50261	4345	Helen Artist-Rogers/HR Design	042911	1	205-4651-400-3	.00	2,916.67
Total 50261:								.00	2,916.67
04/11	04/29/2011	50262	3972	Hier, John	042911	1	100-4132-400-5	.00	200.00
Total 50262:								.00	200.00
04/11	04/29/2011	50263	4441	Koutsoubos, Louis	042911	1	310-4331-400-4	.00	1,085.00
Total 50263:								.00	1,085.00
04/11	04/29/2011	50264	3015	Kroger/King Sooper Cust Charge	136503	1	100-4111-400-5	.00	40.04
04/11	04/29/2011	50264	3015	Kroger/King Sooper Cust Charge	136698	1	100-4111-400-5	.00	5.98
Total 50264:								.00	46.02
04/11	04/29/2011	50265	5434	LAW OFFICES OF PAUL GERTZ	13979	1	100-4153-400-3	.00	4,205.42
04/11	04/29/2011	50265	5434	LAW OFFICES OF PAUL GERTZ	14060	1	100-4153-400-3	.00	4,170.63
Total 50265:								.00	8,376.05
04/11	04/29/2011	50266	4522	Lifeguard Store Inc The	INV037369	1	210-4513-400-6	.00	2,370.00
Total 50266:								.00	2,370.00
04/11	04/29/2011	50267	5846	Mesa County Health Department	1462-11	1	310-4331-400-3	.00	20.00
04/11	04/29/2011	50267	5846	Mesa County Health Department	1463-11	1	310-4331-400-3	.00	20.00
04/11	04/29/2011	50267	5846	Mesa County Health Department	1464-11	1	310-4331-400-3	.00	20.00
04/11	04/29/2011	50267	5846	Mesa County Health Department	1465-11	1	310-4331-400-3	.00	20.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
Total 50267:								.00	80.00
04/11	04/29/2011	50268	4507	Neopost Inc/Neofunds	040111	1	100-4210-400-3	.00	71.72
04/11	04/29/2011	50268	4507	Neopost Inc/Neofunds	040111	2	100-4121-400-3	.00	128.28
Total 50268:								.00	200.00
04/11	04/29/2011	50269	6280	NEOPOST USA	47181322	1	100-4210-400-3	.00	74.93
04/11	04/29/2011	50269	6280	NEOPOST USA	47181322	2	100-4121-400-3	.00	74.92
Total 50269:								.00	149.85
04/11	04/29/2011	50270	2234	Office Depot, Inc	5555872470	1	100-4210-400-6	.00	251.84
Total 50270:								.00	251.84
04/11	04/29/2011	50271	4240	PLATINUM PLUS/whitmore	WHITMORE	1	206-4900-400-9	.00	5,274.32
Total 50271:								.00	5,274.32
04/11	04/29/2011	50272	4240	Platinun Plus/Cain	CAIN 041111	1	100-4114-400-5	.00	75.00
04/11	04/29/2011	50272	4240	Platinun Plus/Cain	CAIN 041111	2	100-4114-400-5	.00	38.35
04/11	04/29/2011	50272	4240	Platinun Plus/Cain	CAIN 041111	3	100-4114-400-5	.00	1,832.42
04/11	04/29/2011	50272	4240	Platinun Plus/Cain	CAIN 041111	4	100-4114-400-5	.00	180.67
Total 50272:								.00	2,126.44
04/11	04/29/2011	50273	6281	Real Estate OutWest	042711	1	320-4325-400-4	.00	125.00
Total 50273:								.00	125.00
04/11	04/29/2011	50274	2409	Reserve Account	041911	1	310-4331-400-3	.00	542.01
04/11	04/29/2011	50274	2409	Reserve Account	041911	2	320-4325-400-3	.00	542.01
04/11	04/29/2011	50274	2409	Reserve Account	041911	3	330-4320-400-3	.00	542.02
04/11	04/29/2011	50274	2409	Reserve Account	041911	4	100-4111-400-3	.00	34.63
04/11	04/29/2011	50274	2409	Reserve Account	041911	5	100-4114-400-3	.00	43.95
04/11	04/29/2011	50274	2409	Reserve Account	041911	6	100-4132-400-3	.00	20.44
04/11	04/29/2011	50274	2409	Reserve Account	041911	7	100-4151-400-3	.00	1,110.63
04/11	04/29/2011	50274	2409	Reserve Account	041911	8	100-4191-400-3	.00	138.03
04/11	04/29/2011	50274	2409	Reserve Account	041911	9	100-4240-400-3	.00	141.11
04/11	04/29/2011	50274	2409	Reserve Account	041911	10	100-4317-400-3	.00	58.71
04/11	04/29/2011	50274	2409	Reserve Account	041911	11	210-4512-400-3	.00	216.57
04/11	04/29/2011	50274	2409	Reserve Account	041911	12	310-4331-400-3	.00	213.28
04/11	04/29/2011	50274	2409	Reserve Account	041911	13	320-4325-400-3	.00	26.27
04/11	04/29/2011	50274	2409	Reserve Account	041911	14	100-4422-400-3	.00	4.74
04/11	04/29/2011	50274	2409	Reserve Account	041911	15	100-4800-400-8	.00	11.18
Total 50274:								.00	3,645.58
04/11	04/29/2011	50275	5447	RIB CITY GRILL	042611	1	205-4651-400-6	.00	514.94
Total 50275:								.00	514.94
04/11	04/29/2011	50276	5516	Rifle City Petty Cash - PD	032911	1	100-4210-400-6	.00	30.05
04/11	04/29/2011	50276	5516	Rifle City Petty Cash - PD	032911	2	100-4210-400-6	.00	10.30

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
04/11	04/29/2011	50276	5516	Rifle City Petty Cash - PD	032911	3	100-4210-400-5	.00	7.37
Total 50276:								.00	47.72
04/11	04/29/2011	50277	6166	Rifle Garage Door Inc.	2403	1	210-4521-400-4	.00	1,025.00
Total 50277:								.00	1,025.00
04/11	04/29/2011	50278	5160	Sandoval, Tina	042611	1	100-4151-400-5	.00	84.25
Total 50278:								.00	84.25
04/11	04/29/2011	50279	4771	Walker Jan	26	1	210-4512-400-6	.00	40.00
Total 50279:								.00	40.00
04/11	04/29/2011	50280	2960	Walmart Community	012205	1	320-4325-400-6	.00	4.98
04/11	04/29/2011	50280	2960	Walmart Community	029959	1	310-4331-400-6	.00	194.00
Total 50280:								.00	198.98
04/11	04/29/2011	50281	6221	Wells Fargo Financial Leasing	6745105180	1	100-4194-400-5	.00	519.38
Total 50281:								.00	519.38
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	1	210-4513-400-4	.00	170.28
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	2	210-4513-400-4	.00	21.41
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	3	210-4513-400-4	.00	21.41
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	4	310-4331-400-4	.00	20.79
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	5	310-4331-400-4	.00	789.42
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	6	310-4331-400-4	.00	2,800.34
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	7	320-4325-400-4	.00	231.97
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	8	310-4331-400-4	.00	1,579.79
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	9	100-4310-400-4	.00	10.96
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	10	100-4422-400-4	.00	35.58
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	11	320-4325-400-4	.00	545.94
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	12	100-4310-400-4	.00	21.28
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	13	210-4521-400-4	.00	13.48
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	14	100-4310-400-4	.00	10.96
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	15	210-4521-400-4	.00	302.21
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	16	210-4521-400-4	.00	258.36
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	17	310-4331-400-4	.00	10.96
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	18	320-4325-400-4	.00	63.85
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	19	100-4310-400-4	.00	24.05
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	20	210-4521-400-4	.00	33.53
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	21	210-4521-400-4	.00	68.73
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	22	100-4414-400-4	.00	160.51
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	23	210-4521-400-4	.00	17.83
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	24	100-4310-400-4	.00	10.96
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	25	310-4331-400-4	.00	560.97
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	26	210-4513-400-4	.00	10.96
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	27	100-4194-400-4	.00	2,020.95
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	28	100-4310-400-4	.00	10.96
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	29	100-4310-400-4	.00	22.34
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	30	210-4521-400-4	.00	330.72
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	31	310-4331-400-4	.00	49.64

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	32	210-4521-400-4	.00	52.70
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	33	100-4514-400-4	.00	1,080.80
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	34	210-4521-400-4	.00	364.91
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	35	100-4310-400-4	.00	1,707.30
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	36	210-4521-400-4	.00	2,118.54
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	37	310-4331-400-4	.00	12.39
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	38	100-4310-400-4	.00	275.43
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	39	100-4215-400-4	.00	2,026.96
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	40	100-4310-400-4	.00	92.86
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	41	210-4521-400-4	.00	1,627.50
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	42	210-4521-400-4	.00	133.45
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	43	310-4331-400-4	.00	81.50
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	44	100-4310-400-4	.00	45.19
04/11	04/29/2011	50282	1120	Xcel Energy Inc	041911	1	100-4310-400-4	.00	.68
Total 50282:								.00	19,849.99
Grand Totals:								.00	51,592.94

Dated: _____

5/4/11

Accounts Payable : _____

Finance Director : _____

[Signature]

Report Criteria:

Report type: GL detail

MEMORANDUM

To: Rifle City Council

From: Visitor Improvement Fund (VIF)

Jim Voorheis – Secretary

Date: May 12, 2011

RE: Fireworks Funding for 2011

The VIF 2011 Budget has a \$5,000 allowance for 4th of July fireworks under the Special Events line item.

On May 11, 2011 the VIF Board voted to release these funds at this time.

In that regard the VIF recommends to Council that the funds be provided to the Rifle Parks and Recreation Department for use in providing fireworks for Rifle's July 4th festivities this year.

Respectfully submitted,

Jim Voorheis

VIF - Secretary

May 12, 2011

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

Re: May 18, 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 May 18, 2011 Rifle City Council Meeting.

1. Ordinance No. 3, Series of 2011 (Medical Marijuana Regulations). As many of you know, the Colorado Legislature passed significant legislation in 2010 regarding the regulation of medical marijuana businesses and the Department of Revenue, which oversees the state's regulation of medical marijuana businesses, promulgated extensive regulations. The legislation created a dual licensing system with a state and local licensing authority, similar to liquor licensing, that becomes effective July 1, 2011. Prior to the adoption of that legislation, the City enacted local regulations of medical marijuana businesses by Ordinance No. 33, Series of 2009, codified in Chapter 6 of Article VIII of the Rifle Municipal Code. The state's statutory scheme fits very well with what the City enacted, but some of the terminology in the RMC needs to be changed to match state statute and regulations, such as changing "permit" to "license" and "dispensary" to "center," etc. In addition, the state created three separate licensed activities: medical marijuana centers, optional premises cultivation operations, and infused products manufacturers. The enclosed Ordinance No. 3, Series of 2011 amends the RMC accordingly and includes new and amended definitions to conform to the state's regulations. In addition, Ordinance No. 3 adopts the state's regulations by reference and any violation of those regulations is also a violation of this Chapter subject to local enforcement. The State's regulations include a provision prohibiting medical marijuana businesses from being located within 1,000 feet of a school, an alcohol or drug treatment facility, or a residential child care facility. The City may amend this distance, which will be adhered to by the state, and currently Section 6-8-60(6) states a 500 foot separation requirement based upon discussions with staff. Please let us know if you prefer a different distance.

The State Legislature recently passed additional clean-up legislation in HB 11-1043 that contains an additional one (1) year moratorium on new medical marijuana businesses. Therefore, the City will not be seeing any additional businesses for another year.

We recommend approval of Ordinance No. 3, Series of 2011 on first reading.

2. Ordinance No. 4, Series of 2011 (Mail Ballot Election Code Amendments). General municipal and special municipal elections in the City of Rifle are conducted pursuant to Chapter 2, Article I of the Rifle Municipal Code and Article II of the Rifle Home Rule Charter. Section 2.1 of the Charter states that City elections shall be governed by the Colorado Municipal Election Law except as otherwise provided in the Charter or by ordinance. The Colorado Municipal Election Code permits any municipality to provide by ordinance or resolution that it will utilize the requirements of the Uniform Election Code of 1992, articles 1 to 13 of title 1, C.R.S. as an alternative procedure for any election. The provisions of the Uniform Election Code include the Colorado Mail Ballot Election Act at C.R.S. §1-7.5-104. In recent years, the popularity of mail ballot elections has both increased voter participation and decreased election costs throughout the state, and many local governments have moved to an exclusively mail ballot format, rather than offering a polling place option. In the past Rifle has authorized the use of mail ballots by resolution, but still retained the Municipal Election Code procedure, including election day polling places. The majority of Rifle voters have chosen the mail ballot option.

As pointed out by the City Clerk at your last meeting, the procedures and timelines of the Municipal Election Code and the Uniform Election Code do not coincide, creating some confusing choices for the Clerk when using mail ballots under the Municipal Election Code regime. The City Clerk would also like the option of conducting a mail ballot-only election without polling places, which requires adopting by ordinance the option to use the Mail Ballot Election Act procedures. Ordinance No. 4, Series of 2011 before you on first reading would resolve these issues by amending RMC Section 2-1-10 to add the option of following the procedure outlined in the Mail Ballot Election Act. The City Council will continue to call a mail ballot election at its discretion by resolution, so the option of utilizing the Municipal Election Code procedure, including polling places, remains intact.

We recommend approval of Ordinance No. 4, Series of 2011 on first reading.

3. Rifle Creek Crossing Property Donation and Redevelopment Agreement. Enclosed in your packet is a Property Donation and Redevelopment Agreement between the City, the Rifle Regional Economic Development Corporation and Rifle Ventures, LLC. A portion of the Rifle Ventures Property extends in a pan handle configuration on the southern boundary of the Valley Lumber Property separating a portion of the Valley Lumber Property from Highway 6 as shown on Exhibit A attached to the Agreement. The RREDC has negotiated the donation of this property to the RREDC to benefit the redevelopment of the Valley Lumber Property, now known as Rifle Creek Crossing. As part of the redevelopment project, the City will extend an eight inch (8") waterline to the remainder of the Rifle Ventures Property that lies to the west of Rifle Creek Crossing. When the construction of the Theatre is completed by the end of this year, the City will be recording a lot line adjustment plat to clean up property lines that have been involved with this Project (Isham, Country Attic, and now the Rifle

KARP NEU HANLON, P.C.

Mayor Keith Lambert
Rifle City Council
Page 3

Ventures Parcel). Prior to that Plat being recorded, the RREDC will convey the Rifle Ventures Parcel to the City so it will merge with the overall Site.

We recommend approval of the Property Donation and Redevelopment Agreement.

4. Kings Crown Fairway Avenue Right-of-Way Dedication Agreement. As you know, the developers of Queen's Crown are commencing construction of a portion of the Fairway Avenue extension from Highway 13 into their Property. Ultimately Fairway Avenue will extend to its terminus in Palomino Park, but the cost of construction and funding shortages dictate that the current project only involves building the intersection with Highway 13. However, it is imperative that the City secure the entire right-of-way since there is a possibility that the developer will be able to continue the construction project towards Palomino Park or perform some rough grading at this time. We have been negotiating with the owners of King's Crown to obtain the necessary right-of-way through their property and have come to an agreement that is enclosed in your packet. There currently exists right-of-way for Fairway Avenue from the 1970s that is not feasible to build on because of the slope of the land. In exchange for King's Crown conveying the more practical right-of-way shown on Exhibit A to the Agreement, the City is agreeing to consider an ordinance vacating that unneeded right-of-way in the future after Fairway Avenue is constructed shown on Exhibit B. The City's agreement with Queen's Crown includes a cost recovery provision for Fairway Avenue and the enclosed Agreement clarifies how that cost recovery will be applied to Kings Crown when it develops its vacant parcel. In addition, we clarified in the Agreement the construction of some of the drainage improvements related to Fairway Avenue that were a concern to Kings Crown.

We recommend approval of the Kings Crown Fairway Avenue Right-of-Way Dedication Agreement.

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



Memorandum

TO: Honorable Mayor and City Council
FROM: John Hier, City Manager
DATE: April 1, 2011
RE: Hyland Enterprises Request Regarding Water and Tap Fees.

Staff recently met with representatives of Hyland Trucking to discuss their request for "in City" water rates.

Hyland Enterprises had entered into an agreement with the City in 2006 to pay "out of City" rates for bulk water sales. Via that agreement they avoided having to pay tap fees which would have been in excess of \$363,000 in 2006.

We have suggested that to receive "in City" rates of the present time, they consider purchasing the tap now (number of taps required is estimated to be 85). At 2011 prices these taps would cost more than \$463,000. Hyland countered this proposal by suggesting that if they purchase the taps now, we credit them for the extra water charges they have paid in the form of "out of City" rates. Staff felt this was a fair request and we calculated that credit to be \$262,790, thereby giving them a cost for purchase of the taps of approximately \$200,858. Per City code, they can pay for the taps over a period of years.

Yesterday, Hyland submitted a second alternate proposal to request the City to allow them to purchase the taps at the 2006 rate, and receive the credit for "out of City" water purchases. With this scenario, the cost of the tap purchase would be approximately \$100,507.

Staff believes however that this last proposal is probably not the fairest way to negotiate a new agreement. First, had the business purchased the taps in 2006, the City would have had use of those funds for the past 5 years. Second, purchase of the taps adds value to the business' property. Thirdly, it was the business' choice in 2006 to seek the bulk water sales agreement so that tap fees could be avoided. They have certainly achieved a benefit from that agreement.

Sincerely,



John Hier

Hyland Enterprises, Inc

Complete

Production Services



P.O. Box 1906
Rifle, CO 81650
Date: 3/29/11

P: (970) 625-8270

F: (970) 625-8271

To: Rifle City Council

We have met with city staff on two occasions and would like to move forward on buying the tap and securing consistent water rates. We do agree with the credit of \$262,790.78 but question why we are potentially being charged 2011 tap rate for a tap installed in 2006 We would like to continue discussions with city staff prior to the city council meeting scheduled April 6, 2011.

Sincerely,



Stan Wailes

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

**EQR Analysis Water 2006
Rifle, Colorado**

<u>User Type</u>	<u>User</u>	<u>Address</u>	<u>EQR's Purchased</u>	<u>Notes</u>	<u>Annualized Monthly Use gals</u>	<u>Daily Use gals</u>	<u>Gallons Available per EQR Purchase gals</u>	<u>New EQR Factor</u>	<u>System Improvement Fee Adjustment</u>
Car Wash									
1	Grease Monkey Car Wash	615 Wapiti Court	14.0		237,500	7,917	4,900	22.619	\$40,725.00
2	Rifle Super Car Wash	181 E. 26th St.	14.0		148,333	4,944	4,900	14.127	\$599.85
3	Truck Wash	4283 W. Centennial Parkway	6.70						
Commercial									
1	Rain For Rent	100 Oil Court	4.05	Lynn showed 3.11 EQR's & Goldmine shows 4.05 EQR's	63,667	2,122	1,418	6.064	\$9,513.90
2	East Avenue Carpet	140 E. 26th St.	3.00			0	1,050	0.000	\$0.00
3	Downtown Professional Bldg.	450 West Avenue	3.06		333	11	1,071	0.032	\$0.00
4	Sanders Trucking Inc.	173 Oil Court	2.88		6,917	231	1,008	0.659	\$0.00
5	Finn Construction	1757 Airport Road	7.20	Building file shows 1 EQR & Goldmine shows 7.20 EQR's	1,917	64	2,520	0.183	\$0.00
6	Martinez Western Const. Inc.	179 Gas Court	2.00		917	31	700	0.087	\$0.00
7	Columbine Ford	2728 Railroad Avenue	1.00	Added to existing 1" meter per old code	54,750	1,825	350	5.214	\$19,912.50
8	Storm King Mechanical	2970 Airport Road	1.61		8,167	272	564	0.778	\$0.00
9	Empty Enterprises	3010 Airport Road	1.65		6,833	228	578	0.651	\$0.00
10	Peterson Properties	3140 Airport Road	1.65		10,083	336	578	0.960	\$0.00
11	AFS Limited	3147 Baron Lane	1.70		9,667	322	595	0.921	\$0.00
12	AFS Limited	3159 Baron Lane	1.72		8,250	275	602	0.786	\$0.00
13	RJ Taylor Welding	3186 Baron Lane	1.20		4,750	158	420	0.452	\$0.00
14	IE Miller	4215 W. Centennial Parkway	2.32		3,917	131	812	0.373	\$0.00
15	MI Swaco	4221 W. Centennial Parkway	3.72		1,417	47	1,302	0.135	\$0.00
16	Leek	4233 W. Centennial Parkway	3.65		8,583	286	1,278	0.817	\$0.00
17	R & W Enterprises	4259 W. Centennial Parkway	3.97		12,083	403	1,390	1.151	\$0.00
18	Hyland Enterprises	4275 W. Centennial Parkway	4.50	Special Agreement	894,945	29,832	1,575	85.233	\$363,297.86
19	A-1 Heating and Cooling	2342 Airport Road	1.00		7,583	253	350	0.722	\$0.00
20	Bell Supply	4291 W. Centennial Parkway	3.86		2,750	92	1,351	0.262	\$0.00
21	Alpine Bank	450 Airport Road	1.00		2,500	83	350	0.238	\$0.00
22	Checker Auto Parts	645 Wapiti Court	3.25		22,000	733	1,138	2.095	\$0.00
23	Vacant	695 Buckhorn Dr.	1.93		12,083	403	676	1.151	\$0.00
24	Calco Concrete - Tenant	701 Buckhorn Dr.	1.06		15,667	522	371	1.492	\$2,041.65
25	Rifle Paint and Supply	2118 Airport Road Unit B	2.40		5,833	194	840	0.556	\$0.00
26	Universal Compressor	762 Buckhorn Dr.	1.50		4,833	161	525	0.460	\$0.00
27	Jenkins Group	820 Megan Avenue	2.63		750	25	921	0.071	\$0.00
28	Pazzin	3104 Baron Lane	1.83		26,333	878	640	2.508	\$3,212.55
29	Levinson/R & H Supply	3198 Baron Lane	1.80		24,500	817	630	2.333	\$2,520.00
30	Site West Development	702 Buckhorn Dr.	2.10		4,417	147	735	0.421	\$0.00
31	Donald Beecraft	762 Buckhorn Dr.	3.20		4,833	161	1,120	0.460	\$0.00
Hotel/Motels									
1	La Quinta	600 Wapiti Court	21.07		184,083	6,136	7,375	17.532	\$0.00
2	LaQuinta Addition	600 Wapiti Court	14.40		54,667	1,822	5,040	5.206	\$0.00
Laundries									
1	Sno-White Linen				334,000				
Restaurants									
1	Kentucky Fried Chicken	101 E. 26th St.			50,833				
2	McDonalds	709 Taughenbaugh Blvd.			46,083				
3	Burger King	717 Taughenbaugh Blvd.			70,000				
4	Sonic Drive-In	675 Wapiti Court	5.60		63,917	2,131	1,960	6.087	\$2,302.65
5	Long John Silvers/Taco Bell	721 Smith St.	7.20		102,417	3,414	2,520	9.754	\$12,067.65
6	Tasty Tomato	100 E. Third St.	0.68	Additional EQR	7,000	233	238	0.667	\$0.00
7	Calandri Partnership/Starbuck's Coffee Company	900 Airport Road		Combined w/Lil Ceasar's Pizza (1-meter)	46,833				
8	Wal-Mart Stores, Inc.	1000 Airport Road			571,833				
9	Domino's Pizza								
10	City Market	1320 Railroad Ave.			299,500				
11	Subway	702 Taughenbaugh Blvd.			68,250				
12	Kum & Go #	120 E. First St.			17,750				
13	Kum & Go #	120 E. 26th St.			37,083				
14	Kum & Go #	365 S. 7th St.			53,917				
15	Kum & Go #	1248 Railroad Avenue			16,000				
16	Shanghai Garden Resturant	1538 Railroad Avenue			105,083				
17	Rib City Grill/Community Bank Offices	707 Wapiti Ave.	11.81	Community Bank and Rib City Grill (1-meter)	106,333	3,544	4,134	10.127	\$0.00
18	Calandri Partnership/Lil Ceasar's Pizza	900 Airport Road		Combined w/Starbuck's Coffee (1-meter)					
19	Calandri Partnership	800 Airport Road			56,333				
Hospital									
1	Grand River Hospital District (66,000 sq. ft. addition)	501 Airport Road	66.00	Original 3" tap per old code	546,833	18,228	23,100	52.079	\$0.00

\$100,507.08 Adjusted Tap Fee

Hyland's Request to revert back to 2006 tap fee rate \$4,500/EQR & receive credit for over payment of water user fees for 4+ years.

EQR Analysis Water 2011
Rifle, Colorado

User Type	User	Address	EQR's Purchased	Notes	Annualized Monthly Use gals	Daily Use gals	Gallons Available per EQR Purchase gals	New EQR Factor	System Improvement Fee Adjustment
Car Wash									
1	Grease Monkey Car Wash	615 Wapiti Court	14.0		237,500	7,917	4,900	22.619	\$40,725.00
2	Rifle Super Car Wash	181 E. 26th St.	14.0		148,333	4,944	4,900	14.127	\$599.85
3	Truck Wash	4283 W. Centennial Parkway	6.70						
Commercial									
1	Rain For Rent	100 Oil Court	4.05	Lynn showed 3.11 EQR's & Goldmine shows 4.05 EQR's	63,667	2,122	1,418	6.064	\$9,513.90
2	East Avenue Carpet	140 E. 26th St.	3.00			0	1,050	0.000	\$0.00
3	Downtown Professional Bldg.	450 West Avenue	3.06		333	11	1,071	0.032	\$0.00
4	Sanders Trucking Inc.	173 Oil Court	2.88		6,917	231	1,008	0.659	\$0.00
5	Finn Construction	1757 Airport Road	7.20	Building file shows 1 EQR & Goldmine shows 7.20 EQR's	1,917	64	2,520	0.183	\$0.00
6	Martinez Western Const. Inc.	179 Gas Court	2.00		917	31	700	0.087	\$0.00
7	Columbine Ford	2728 Railroad Avenue	1.00	Added to existing 1" meter per old code	54,750	1,825	350	5.214	\$19,912.50
8	Storm King Mechanical	2970 Airport Road	1.61		8,167	272	564	0.778	\$0.00
9	Empty Enterprises	3010 Airport Road	1.65		6,833	228	578	0.651	\$0.00
10	Peterson Properties	3140 Airport Road	1.65		10,083	336	578	0.960	\$0.00
11	AFS Limited	3147 Baron Lane	1.70		9,667	322	595	0.921	\$0.00
12	AFS Limited	3159 Baron Lane	1.72		8,250	275	602	0.786	\$0.00
13	RJ Taylor Welding	3186 Baron Lane	1.20		4,750	158	420	0.452	\$0.00
14	IE Miller	4215 W. Centennial Parkway	2.32		3,917	131	812	0.373	\$0.00
15	MI Swaco	4221 W. Centennial Parkway	3.72		1,417	47	1,302	0.135	\$0.00
16	Leek	4233 W. Centennial Parkway	3.65		8,583	286	1,278	0.817	\$0.00
17	R & W Enterprises	4259 W. Centennial Parkway	3.97		12,083	403	1,390	1.151	\$0.00
18	Hyland Enterprises	4275 W. Centennial Parkway	4.50	Special Agreement	894,945	29,832	1,575	85.233	\$463,648.80
19	A-1 Heating and Cooling	2342 Airport Road	1.00		7,583	253	350	0.722	\$0.00
20	Bell Supply	4291 W. Centennial Parkway	3.86		2,750	92	1,351	0.262	\$0.00
21	Alpine Bank	450 Airport Road	1.00		2,500	83	350	0.238	\$0.00
22	Checker Auto Parts	645 Wapiti Court	3.25		22,000	733	1,138	2.095	\$0.00
23	Vacant	695 Buckhorn Dr.	1.93		12,083	403	676	1.151	\$0.00
24	Calco Concrete - Tenant	701 Buckhorn Dr.	1.06		15,667	522	371	1.492	\$2,041.65
25	Rifle Paint and Supply	2118 Airport Road Unit B	2.40		5,833	194	840	0.556	\$0.00
26	Universal Compressor	762 Buckhorn Dr.	1.50		4,833	161	525	0.460	\$0.00
27	Jenkins Group	820 Megan Avenue	2.63		750	25	921	0.071	\$0.00
28	Pazzin	3104 Baron Lane	1.83		26,333	878	640	2.508	\$3,212.55
29	Levinson/R & H Supply	3198 Baron Lane	1.80		24,500	817	630	2.333	\$2,520.00
30	Site West Development	702 Buckhorn Dr.	2.10		4,417	147	735	0.421	\$0.00
31	Donald Beecraft	762 Buckhorn Dr.	3.20		4,833	161	1,120	0.460	\$0.00
Hotel/Motels									
1	La Quinta	600 Wapiti Court	21.07		184,083	6,136	7,375	17.532	\$0.00
2	LaQuinta Addition	600 Wapiti Court	14.40		54,667	1,822	5,040	5.206	\$0.00
Laundries									
1	Sno-White Linen				334,000				
Restaurants									
1	Kentucky Fried Chicken	101 E. 26th St.			50,833				
2	McDonalds	709 Taughenbaugh Blvd.			46,083				
3	Burger King	717 Taughenbaugh Blvd.			70,000				
4	Sonic Drive-In	675 Wapiti Court	5.60		63,917	2,131	1,960	6.087	\$2,302.65
5	Long John Silvers/Taco Bell	721 Smith St.	7.20		102,417	3,414	2,520	9.754	\$12,067.65
6	Tasty Tomato	100 E. Third St.	0.68	Additional EQR	7,000	233	238	0.667	\$0.00
7	Calandri Partnership/Starbuck's Coffee Company	900 Airport Road		Combined w/Lil Ceasar's Pizza (1-meter)	46,833				
8	Wal-Mart Stores, Inc.	1000 Airport Road			571,833				
9	Domino's Pizza								
10	City Market	1320 Railroad Ave.			299,500				
11	Subway	702 Taughenbaugh Blvd.			68,250				
12	Kum & Go #	120 E. First St.			17,750				
13	Kum & Go #	120 E. 26th St.			37,083				
14	Kum & Go #	365 S. 7th St.			53,917				
15	Kum & Go #	1248 Railroad Avenue			16,000				
16	Shanghai Garden Resturant	1538 Railroad Avenue			105,083				
17	Rib City Grill/Community Bank Offices	707 Wapiti Ave.	11.81	Community Bank and Rib City Grill (1-meter)	106,333	3,544	4,134	10.127	\$0.00
18	Calandri Partnership/Lil Ceasar's Pizza	900 Airport Road		Combined w/Starbuck's Coffee (1-meter)					
19	Calandri Partnership	800 Airport Road			56,333				
Hospital									
1	Grand River Hospital District (66,000 sq. ft. addition)	501 Airport Road	66.00	Original 3" tap per old code	546,833	18,228	23,100	52.079	\$0.00

\$200,858.02 Adjusted Tap Fee
Hyland's request to lower existing tap fees \$5,743/EQR by giving credit for over payment of water user fees for 4+ years.

**PROPERTY DONATION
AND REDEVELOPMENT AGREEMENT**

This Agreement (“Agreement”) is made and entered into as of the 18th day of May, 2011 by and between the RIFLE REGIONAL ECONOMIC DEVELOPMENT CORPORATION, a Colorado not-for-profit corporation (the “RREDC”), and RIFLE VENTURES, LLC, a Colorado limited liability company (“Rifle Ventures”) and the CITY OF RIFLE, COLORADO, a municipal corporation organized and existing under the laws of the State of Colorado (the “City”).

WITNESSETH:

WHEREAS, the City is the owner of real property known as the “Valley Lumber Property” and the City and RREDC have entered into several cooperative agreements regarding the acquisition of adjacent property and the redevelopment of the Valley Lumber Property (the “Project”); and

WHEREAS, Rifle Ventures owns property adjacent to the Valley Lumber Property (the “Rifle Ventures Property”) that can be benefited by infrastructure constructed as part of the Project; and

WHEREAS, a portion of the Rifle Ventures Property extends in a pan handle configuration on the southern boundary of the Valley Lumber Property separating a portion of the Valley Lumber Property from Highway 6 and the donation of that portion of the Rifle Ventures Property will benefit the Project; and

WHEREAS, the parties desire to set forth their agreement as to Rifle Ventures’ donation of real property and associated terms and conditions related to the Project.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual promises and obligations of the parties set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and confessed, the parties hereto hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein by this reference as if set forth in full.

2. Conveyance from Rifle Ventures to RREDC. In consideration of the terms and conditions contained herein, upon the execution of this Agreement, Rifle Ventures agrees to convey to the RREDC free and clear of all liens by special warranty deed that certain real property described on Exhibit A attached hereto and incorporated herein by this reference (the “Rifle Ventures Parcel”). The City agrees to pay for the preparation of the deeds and the associated recording costs related to the conveyance of the Rifle Ventures Parcel to the RREDC.

3. Utility Improvements Extended to the Rifle Ventures Property. As part of the Project, the City shall install an eight inch (8”) water line approximately two hundred feet (200’) stubbed out to the Rifle Ventures Property to a location agreed upon by Rifle Ventures, which water line will be installed by October 31, 2011.

4. Conveyance from RREDC to the City. The RREDC agrees to convey the Rifle Ventures Parcel to the City prior to the City’s recording of a Lot Line Adjustment Plat related to the Project, which shall occur by December 31, 2011.

5. 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.

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

7. 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.

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

9. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF RIFLE, COLORADO

RIFLE REGIONAL ECONOMIC
DEVELOPMENT CORPORATION

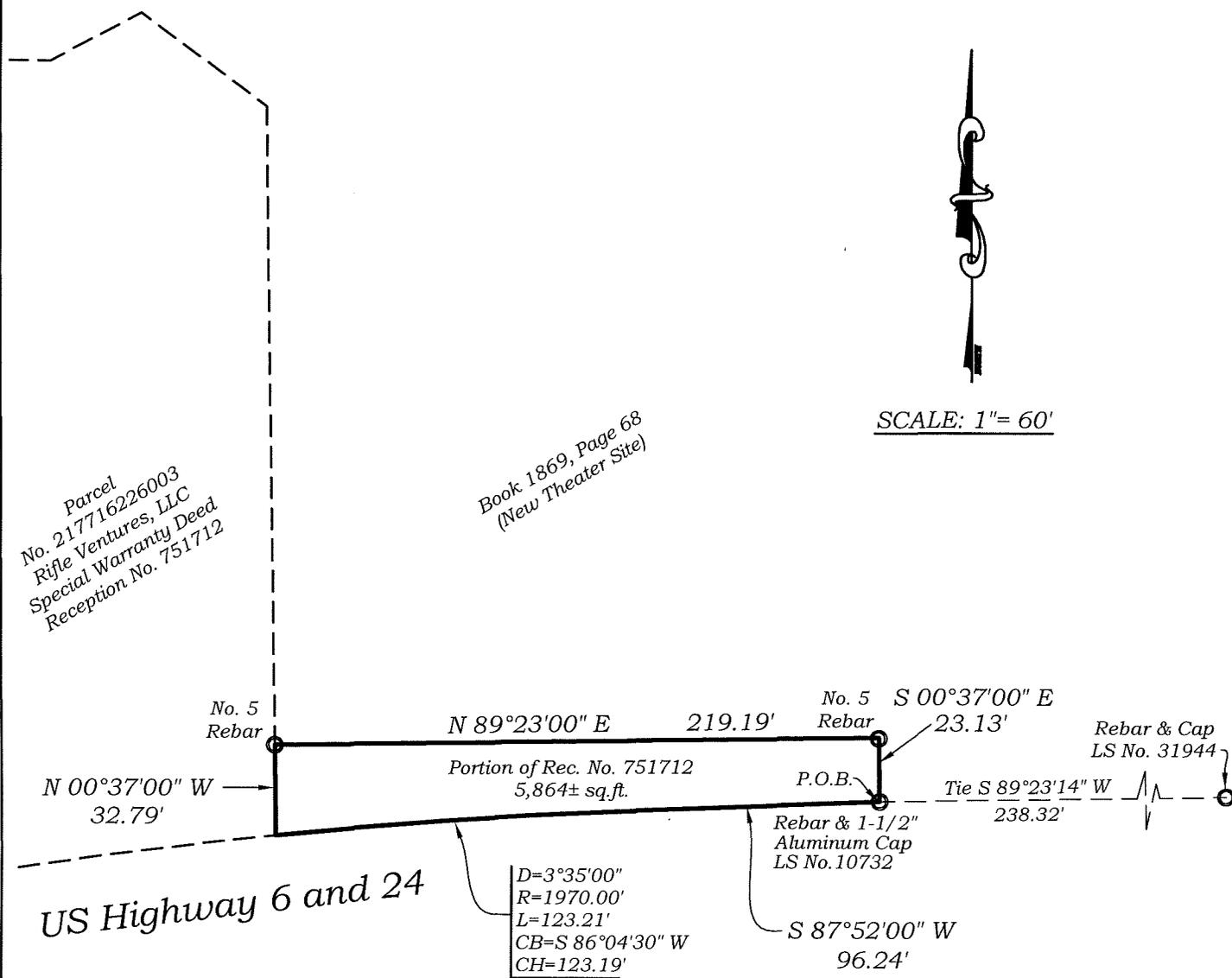
By: _____
Honorable Keith Lambert
Its: Mayor

By: _____
Its: _____

RIFLE VENTURES, LLC

By: _____
Janice S. Martin, Manager

EXHIBIT "A"



Parcel
No. 217716226003
Rifle Ventures, LLC
Special Warranty Deed
Reception No. 751712

Book 1869, Page 68
(New Theater Site)



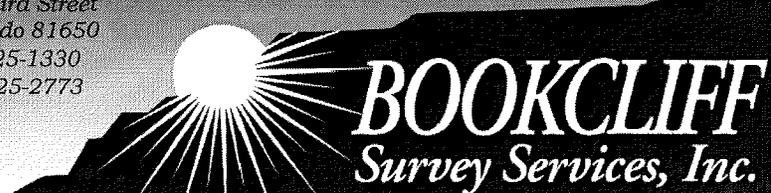
SCALE: 1" = 60'

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF A PARCEL OF LAND DESCRIBED IN A WARRANTY DEED RECORDED AT THE GARFIELD COUNTY CLERK AND RECORDERS OFFICE AS RECEPTION NO. 751712 SITUATE IN THE NW1/4 OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF RIFLE, COUNTY OF GARFIELD, STATE OF COLORADO. ALL BEARINGS RELATIVE TO A BEARING OF S89°23'14"W BETWEEN THE SOUTHEAST CORNER OF BOOK 1869, PAGE 68, A REBAR AND CAP LS NO. 31944 IN PLACE, AND THE SOUTHEAST CORNER OF SAID RECEPTION NO. 751712, A REBAR AND 1-1/2" ALUMINUM CAP LS NO. 10732 IN PLACE. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SAID SOUTHEAST CORNER OF BOOK 1869, PAGE 68; THENCE S89°23'14"W 238.32 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF US HIGHWAY 6 AND 24, THE TRUE POINT OF BEGINNING; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE S87°52'00"W 96.24 FEET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1970.00 FEET, AN ARC LENGTH OF 123.21 FEET, CHORD BEARS S86°04'30"W 123.19 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE N00°37'00"W 32.79 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF SAID RECEPTION NO. 751712; THENCE ALONG SAID NORTHERLY BOUNDARY LINE N89°23'00"E 219.19 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID RECEPTION NO. 751712; THENCE ALONG SAID EASTERLY BOUNDARY LINE S00°37'00"E 23.13 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINING 5,864 SQUARE FEET, MORE OR LESS

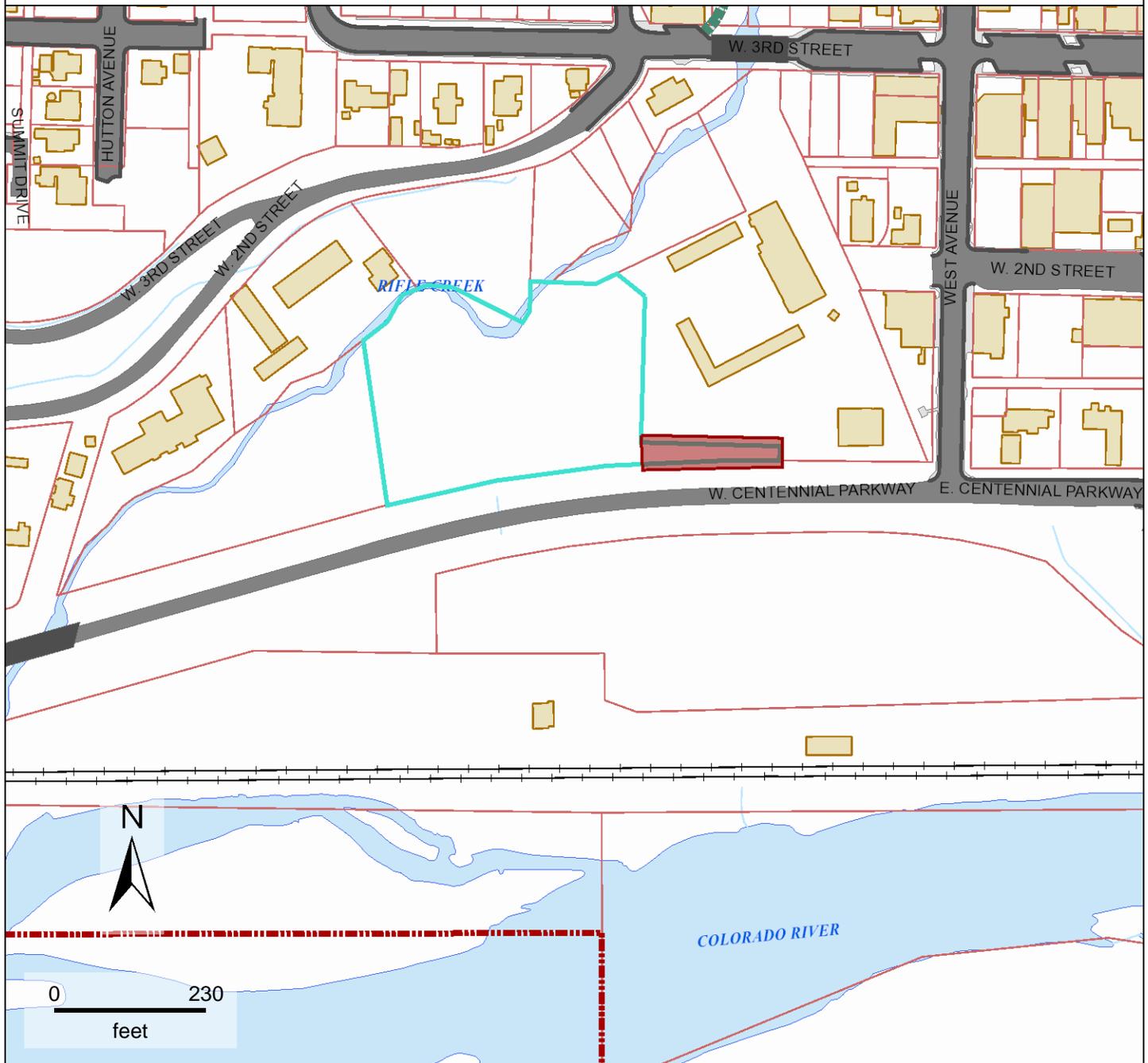
136 East Third Street
Rifle, Colorado 81650
Ph. (970) 625-1330
Fax (970) 625-2773



DATE: APRIL 19, 2011

JOB NO: 09001-02 MARTIN

Rifle Ventures Land Donation

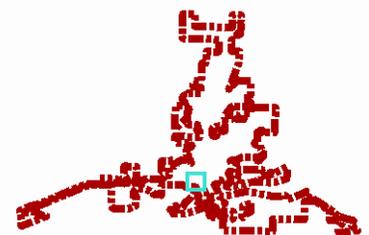


Property Information

Property ID 217716226003
Location VACANT LOT
Owner RIFLE VENTURES, LLC

**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

This data set/map is for planning purposes only and should not be used for larger scale analysis. The City of Rifle, CO shall not be held liable for any use of the data or images shown on this map, nor is any warranty of accuracy expressed. All uses of this data set/map are subject to field verification.



 Parkland & Openspace

 Structures

 Bodies of water

 Streams

 Railroad

Road

 PAVED

 BRIDGE

 Interstate

 Sidewalks

 Parcels

 Trail

 Curbs

 City Limit

Points of Interest

 ACTION PARK

 AIRPORT

 BOAT RAMP

 CEMETERY

 CHURCH

 CIVIC BUILDING

 CLUB

 FAIRGROUNDS

 FIRE STATION

 HOSPITAL

 MEMORIAL

 PARK

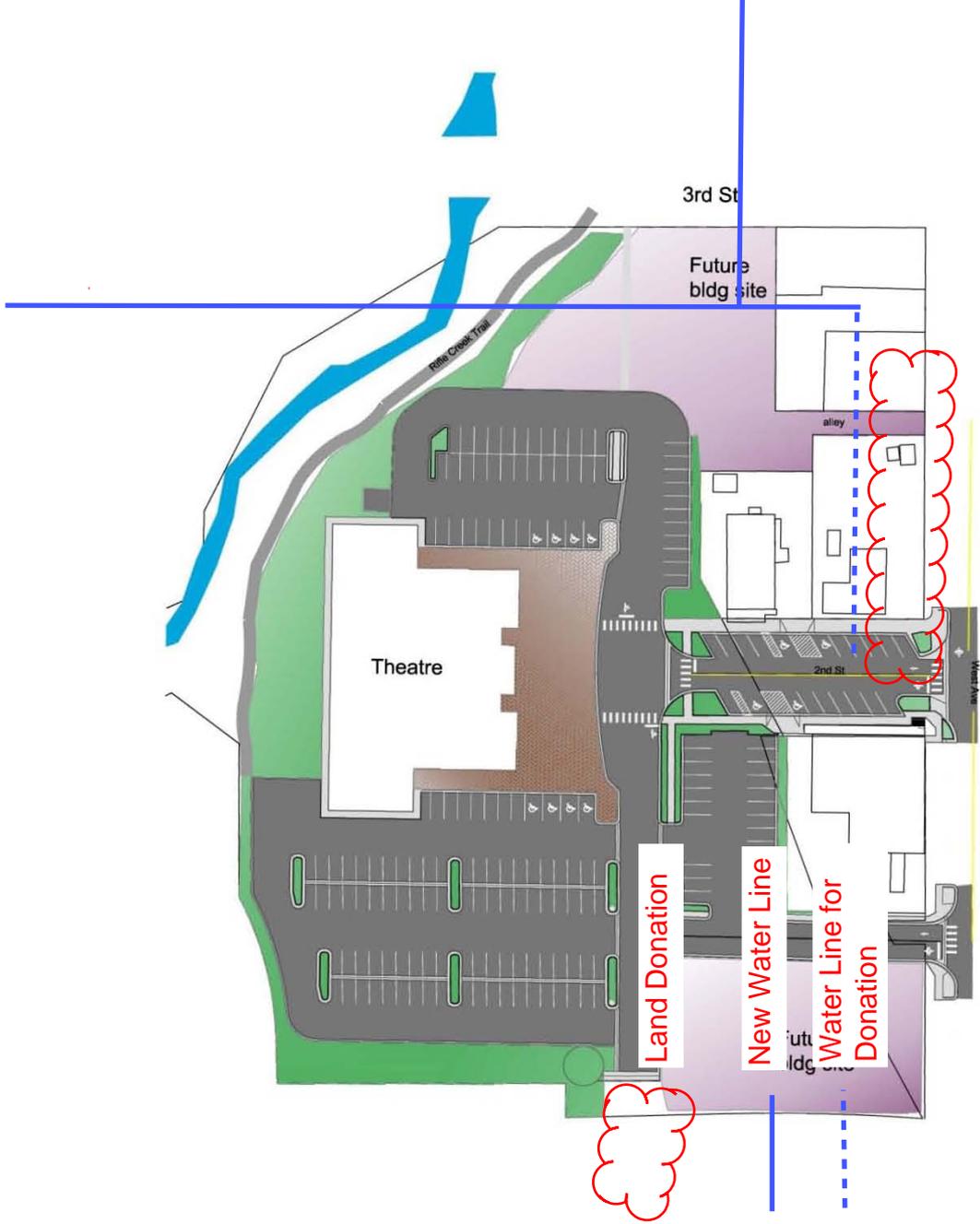
 POLICE STATION

 POOL

 RESERVOIR

 SCHOOL

 SENIOR CARE



3rd St

Future bldg site

Pine Creek Trail

alley

Theatre

2nd St

West Ave

Land Donation

New Water Line

Water Line for Donation

Future bldg site

Memorandum

TO: Honorable Mayor and Council
FROM: John Hier, City Manager
DATE: May 16, 2011
RE: Architectural services for New Ute Theatre

The New Ute Theatre Society (NUTS) has solicited the attached proposal for architectural services for the theatre.

NUTS does not have an existing agreement with the City concerning expenditure of budgeted funds. Therefore, the City Council must authorize any expenditure of these funds.

The solicitation of the proposal is in compliance with the City's purchasing policy, which permits "Open Market" solicitation of professional services when the cost is less than \$25,000. I am not aware if any other architects were contacted by NUTS.

The cost of this service is \$7,500. The budget presently includes approximately \$65,000.

A representative of NUTS will be present to explain this proposal.

Sincerely,

John Hier
City Manager

Agreement for Architectural Services

This Agreement is made effective as of Tuesday, March 22, 2011

by and between Client, New Ute Theater Society

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

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

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

DESCRIPTION OF SERVICES:

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

Scope of Work

Produce architectural working drawings for a builder's/permit set of a 7,000 SF interior remodel for an existing 9,000 SF two level masonry constructed building located in downtown Rifle, Colorado. Services and production documents shall consist of the required architectural drawings necessary to obtain a building permit with the City of Rifle, including the following:

IBC Code Study
General Site Layout, General Notes and Index
Building Floor Plans and Roof Plan
Reflected Ceiling Plans
Building Sections and Wall Details
Building Details
Interior Elevations
Door and Finish Schedules
Building specifications
Permitting through the Colorado Department of Health (concessions area)
Coordination with design consultants

Johnson-Carter Architects, PC. estimates services shall begin in April and permits shall be filed within the following twelve weeks, (assuming diligent payment from the Client of service invoices, and minimal changes to the description of services).

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

PAYMENT:

Johnson-Carter Architects, PC and consultants agree to perform the services, as described above, based on a Lump Sum of \$7,500.00 (seven thousand five hundred dollars):

- The lump sum shall not include normal reimbursable expenses that are undertaken in the course of the project, such as telephone calls, courier services, mailings, and print production. See attached consultant agreements and "SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES".
- This fee does not include geotechnical, survey, landscape design, engineering services not specifically listed and construction administration services.



JOHNSON-CARTE
ARCHITECTS, PC

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

634 Main Street, Suite 2
Grand Junction, CO 81501
970.257.1970
www.johnsoncarter.com



residential • commercial • industrial • institutional • educational

Agreement for Architectural Services

- Payment of any invoice by the Owner to Johnson-Carter Architects, PC shall be taken to mean that the Owner is satisfied with the services to the date of payment and is not aware of any deficiencies in those services.
- Final invoice for Services rendered shall be due at time of project completion.

DESIGN WITHOUT CONSTRUCTION ADMINISTRATION:

Other than pay application review as described above, it is understood and agreed that the Architectural Services under this agreement do not include project observation or review of the Contractor's performance. The Owner agrees to hold harmless Johnson-Carter Architects, PC against all damages, liabilities, or costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the drawings to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Johnson-Carter Architects, PC

TERM/TERMINATION:

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

NOTICES:

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

IF for Owner: New Ute Theater Society

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

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

ENTIRE AGREEMENT:

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

AMENDMENT:

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

SEVERABILITY:

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

WAIVER OF CONTRACTUAL RIGHT:

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



JOHNSON-CARTE
ARCHITECTS, PC
136 E. Third Street, Suite B
Rifle, CO 81650
970.625.0580
970.625.0581 fax

634 Main Street, Suite 2
Grand Junction, CO 81501
970.257.1970
www.johnsoncarter.com



residential • commercial • industrial • institutional • educational

Agreement for Architectural Services

LIMITATION OF LIABILITY:

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

CORPORATE PROTECTION:

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

ACCEPTANCE OF AGREEMENT FOR ARCHITECTURAL SERVICES:

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

Party receiving services:

New Ute Theater Society

By: _____
New Ute Theater Society

Date: _____

Party providing services:

By: 
Richard Carter
Johnson-Carter Architects, PC

Date: 5-9-11



JOHNSON-CARTE
ARCHITECTS, PC

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

634 Main Street, Suite 2
Grand Junction, CO 81501
970.257.1970
www.johnsoncarter.com



residential ■ commercial ■ industrial ■ institutional ■ educational

SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES

(Rates apply *only to work rendered beyond the description of services* as described in the "AGREEMENT FOR ARCHITECTURAL SERVICES" and are subject to change after December 31st, 2011)

DEFINITION OF ADDITIONAL SERVICES

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

HOURLY RATES

Principal Architect:

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

Junior Architect:

75.00 / Hour

Standard Drafting Rate:

50.00 / Hour

REIMBURSABLE EXPENSES

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

Automobile Mileage: **0.55 per mile**

Prints and Photocopies:

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

PAYMENT POLICY

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



Memorandum

TO: Honorable Mayor and City Council
FROM: John Hier, City Manager
DATE: May 13, 2011
RE: Consulting and Design Services for the New Ute Theatre Society

The New Ute Theatre Society (NUTS) has solicited proposals for consulting and design of Acoustical and Audio Visual Systems for the proposed theater renovation. These proposals are attached for your review.

The Theater Society does not presently have an agreement with the City concerning expenditures of budgeted funds therefore any such expenditure must receive Council approval.

It is very difficult to evaluate the proposals because the scope of work varies with each proposal.

The cost comparison is as follows:

Theatre Consultants Collaborative, LLC	\$22,600
Kirkegaard Associates	\$28,500
Schuler Shook	\$21,500 base price plus \$9,000 of options
SM&W	\$54,070
D.L. Adams Associates, Inc.	\$41,200

It is my understanding that a representative of NUTS will be present to discuss these proposals with the City Council.

The City's purchase policy normally requires an RFP for professional services in excess of \$25,000. I am not aware that an RFP was prepared for these proposals, so we should get that clarified with NUTS. However, even if an RFP was not prepared, this service appears to be very specialized and Council has the authority to waive the RFP requirement.

Sincerely,

A handwritten signature in dark ink, appearing to read "John Hier". The signature is fluid and cursive, written over a light-colored background.

John Hier
City Manager



4 May 2011

Mr. Timothy Gulsrud, Kirkegaard Associates, 954 Pearl Street, Boulder, Colorado 80302

Re: Ute Theater Renovation, Rifle, Colorado

TIM, this proposal outlines the scope of work and cost for our services as theatre consultants for the above named project. We propose to provide theatre consultation services for the Ute Theater renovation and related support spaces.

We will collaborate with Kirkegaard, Johnson-Carter Architects and the design team in the planning and equipping of the theatre and all related spaces, as follows:

Advisory Services

- Stage and theatre planning
- Theatre seating (Base Services)
- Production and performer support area planning

Design Services

- Stage curtains, tracks and rigging
- Stage lighting systems and instruments
- Dimmable house lighting
- Portable theatre seating (Optional Service)
- Portable stage and seating platforming (Optional Service)

The scope of our services will be as follows:

Schematic Design

1. Review the existing data and vision documents completed to date.
2. Participate in schematic design meetings to assist in the planning of the theatre and related production spaces. Provide schematic design input on the audience seating area, stage, dressing rooms, storage loading, dimmer rooms, and other production areas.
3. Review schematic plans and sections of the theatre, including preliminary studies of horizontal and vertical sight lines and strategies for accommodating disabled accessibility.
4. Establish preliminary cost opinions for theatre equipment systems.

5. Calculate initial structural, electrical, and mechanical loads imposed by stage equipment systems. This information shall be provided to Johnson-Carter Architects and the project electrical, mechanical, and structural engineers for their use on this project.
6. Review the schematic design drawings in progress. Review building systems as proposed by the engineering consultants.
7. Maximum of one (1) out of office meetings during this phase.

Design Development

8. Assist in the further development of the theatre and facility planning. Examine front-of-house traffic patterns, box office requirements, public restrooms, and other audience amenities. Advise on issues concerning the design of the theatre and production spaces as they relate to performance and operational requirements.
9. Assist in the development of control room, lighting mounting locations, stage configuration, stage rigging support infrastructure, and other facility production requirements.
10. Coordinate theater renovation requirements with the project engineering consultants, including the location and routing of building systems such as HVAC, plumbing, fire protection, and electrical.
11. Advise on issues related to audience seating, including sight lines and disabled accessibility. (Base Services)
12. Develop audience seating layouts based on project requirements for seat count, sight lines, intimacy, comfort, and disabled accessibility. Coordinate seating layouts with architect for entry, circulation, and exiting. (Optional Services)
13. Prepare outline specifications and preliminary drawings for stage equipment systems.
14. Prepare advisory details as required to illustrate specific architectural requirements, such as control rooms, lighting mounting, stage floor, dressing rooms, makeup rooms, and workshops. Architect is responsible for reviewing and integrating these details into the construction documents.
15. Prepare revised cost opinions for stage equipment systems.
16. Review the design development drawings in progress.
17. Maximum of one (1) out of office meeting during this phase.

Construction Documents

18. Discuss the division of prime and sub contracts for theatre equipment systems, and consideration of equipment purchases directly by Owner.
19. Discuss the coordination of construction documents with the architects and engineers.
20. Refine details of control rooms, lighting, box booms, stage floor, dressing rooms, makeup rooms, and workshops. Architect is responsible for reviewing and integrating these details into the construction documents.

21. Prepare drawings and specifications, as follows. This information will be prepared as advisory and requires the review and approval of the project architect. Review by the project architect and the project electrical and structural engineers will be required prior to inclusion of this information in the project contract drawings. It will be necessary for the project electrical engineer to review, coordinate, and engineer—i.e., determine conductor and conduit sizes for power and control—all electrical components of the theatrical equipment systems, and to issue this information as Electrical Contract Documents, stamped by the electrical engineer. Please confirm that those services are included in the electrical engineer's project contract.

a. Lighting and electrical

- We will prepare informational layout drawings for the stage lighting, dimmable theatre house lighting, production power, and general power for theatrical use, and related backstage support spaces, not including emergency, exit, and alarm systems. Prepare lighting fixture schedule. The project electrical engineer will include the theatrical lighting system in the electrical contract drawings.
- We will prepare riser diagrams and dimmer schedules for the lighting systems, control network, and production infrastructure. We will prepare details as required to illustrate device and fixture mounting conditions. These diagrams and details will be included in the electrical contract drawings.
- We will prepare complete specifications for stage and house lighting control and distribution systems.
- We will prepare complete specifications for stage lighting luminaires and other portable stage lighting equipment.

b. Stage curtain and track systems

- We will prepare complete contract drawings and details for stage curtains and tracks, necessary rigging for them. We will draw this information on the project drafting sheets, and these drawings will be bound in with the balance of the full contract drawings for this project.
- We will prepare informational layout drawings for any electrical accommodations related to the stage rigging. The project electrical engineer will include the stage rigging system electrical accommodations in the electrical contract drawings.
- We will prepare complete specifications for the stage rigging, curtains, and tracks.

c. Portable stage and seating platforming (Optional Services)

- We will prepare documentation for a portable stage and for portable seating platform systems similar to the form of documentation for the stage rigging system.
- We will prepare informational layout drawings for any electrical accommodations related to the platform systems. The project electrical engineer will include the orchestra pit lift electrical accommodations in the electrical contract drawings.

d. Portable theatre seating (Optional Services)

- We will prepare complete contract drawings, including layouts and details as required, for the portable theatre seating. We will draw this information on the project drafting sheets, and these drawings will be bound in with the balance of the full contract drawings for this project.
 - We will prepare complete specifications for the theatre seating.
22. Review and coordinate the above work with the preliminary and final architectural and electrical drawings and specifications. Review and respond to all architectural, structural, mechanical, and electrical drawings at approximately the 50% and 90% stages of completion.
23. Maximum of one (1) out of office meeting during this phase.

Bidding

24. Assist in the identification and prequalification of specialty contractors.
25. Assist in the preparation of addenda, up to three (3).
26. Assist in the review of bids and suggested substitutions by bidders.
27. No out of office meeting during this phase.

Construction Administration

28. Assist in the identification and prequalification of specialty contractors.
29. Assist in the preparation of addenda, up to three (3).
30. Assist in the review of bids and suggested substitutions by bidders.
31. Provide consultation as required during construction to resolve job site questions and coordination issues.
32. Provide review and recommendations on all related shop drawings and submittals.
33. Review and respond to contractor Requests for Information.
34. Conduct job site visits to observe work in progress, and assist in the coordination of related trades at the job site.
35. Observe completed installations and submit punch list items. Observe system commissioning for all related systems.
36. Maximum of one (1) site visits during this phase.

Fee Summary

Our fees for the above services will be as follows:

Phase	Base Fee	Seating & Platforming (Optional Services)
Schematic Design	\$ 2,150	\$ 1,350
Design Development	\$ 4,730	\$ 1,350
Construction Documents	\$ 6,450	\$ 2,700
Bidding	\$ 1,075	\$ 720
Construction	<u>\$ 7,095</u>	<u>\$ 2,880</u>
Total Fee	<u>\$ 21,500</u>	<u>\$ 9,000</u>

We will invoice on a monthly basis in proportion to the percentage of our work completed. In addition to our fees, we will invoice for all reimbursable expenses incurred in connection with the project, including the following:

- Local transportation
- Reproduction and plotting services
- Delivery services
- Materials related to site tests and mock-ups
- All travel, lodging, and meals out of town
- Procurement and training costs for any required software packages over and above those currently owned and utilized by Schuler Shook
- Costs associated with insurance coverages over and above those currently carried by Schuler Shook, including coverage of Additional Insured parties

These direct expenses will be billed at cost multiplied by a factor of 1.0. Billing will occur on a monthly basis, net 30 days. An interest charge of 1.5% per month will be added to all past due amounts.

If additional services are requested, or in the event of substantial revisions or changes which expand the scope or nature of the project or which result in the performance of services which are not covered in this proposal, Schuler Shook shall be compensated on an hourly basis at our rates in effect at the time the service is provided. Our hourly rates are adjusted annually.

Our proposal notes several stages in the design process where Schuler Shook is required to review drawings prepared by others, for coordination. For those reviews, we must receive printed copies—full size or half size—of all drawings from all disciplines for review. Due to the complexity of the process required to review and/or plot files in proprietary CAD format, we will not review these without additional compensation for file processing and/or reimbursement for the plotting costs.

To prepare our deliverables, we will require Johnson-Carter Architects to provide us with electronic background files that are readily usable. If an unreasonable amount of time is required for us to condition electronic background files, we will request approval for additional services to prepare our documents.

The above fees are based on a design and construction schedule of not more than 12 months. If at any point in the design or construction period, the project falls more than six (6) months behind schedule, our fees will be subject to re-negotiation accordingly.

Other design and specification services that we often provide, but are not included in this proposal, are:

- a. Special decorative stage curtains
- b. Orchestra pit lift
- c. Motorized hoists
- d. Stage turntable
- e. Acoustical orchestra enclosure
- f. Adjustable acoustical devices
- g. Architectural lighting for areas not identified in this proposal

Drawings, specifications, and other documents prepared by Schuler Shook are instruments of our service for use solely with respect to this project. Schuler Shook shall be deemed the author and owner of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright. Johnson-Carter Architects may retain copies of our documents for information and reference but shall not use the documents on other projects, or for completion of this project by others, unless Schuler Shook is in default under this Agreement, except by agreement in writing and with appropriate compensation to Schuler Shook.

This proposal assumes that Johnson-Carter Architects and other of its sub-contractors will be responsible for the administration, architectural coordination, and electrical, mechanical, and structural engineering for the project. It is understood that as theatre consultants we are not licensed as architects or engineers. We shall endeavor to comply with local codes and requirements in association with the project architects and engineers, but said compliance shall be the responsibility of the project architects, engineers, and contractors.

This proposal shall remain valid for 30 days following the date of submission.

Thank you for the opportunity to present this proposal, and we hope you find it complete and acceptable. To authorize us to begin work, please sign and return a copy to us. We look forward to working with you on this project.

Schuler Shook



Jack P. Hagler, ASTC
Partner

ACCEPTED FOR KIRKEGAARD ASSOCIATES:

Signature

date

Print Name and Title

Theatre Consultants Collaborative, LLC

29 April 2011

PRINCIPAL OFFICE
6600 Manor Hill Court
Chapel Hill, NC 27516

ISSUING OFFICE
2 Wall Street, Suite 106
Asheville, NC 28801
T 828.350.9201
F 828.350.9203

Rich Carter, Principal
Johnson Carter Architects, PC
136 East Third Street, Suite B
Rifle, CO 81650

Re: Ute Theatre Renovation, Rifle, Colorado

Dear Mr. Carter:

Thank you for the opportunity to submit this proposal for theatre consulting services to assist your team with the interior renovation of the Ute Theatre.

The project, as we understand it, is the renovation of an historic 400-seat cinema into a community cultural center with modest performance capabilities. Theatre Consultants Collaborative (TCC) would provide bid documents (drawings and specifications) for the following theatrical systems:

- performance lighting instruments and accessories
- performance dimming and controls
- performance rigging and draperies
- audio/video* (narrative only)

**A/V system – please note that during the Design phase TCC will provide a performance specification for the recommended audio/video system to be used as the basis for a design-build contract with a local supplier. TCC will review and comment on the contractor's proposed design drawings.*

We propose to work in association with David Greenberg of Creative Acoustics (CA), who will provide advice related to room acoustics and isolation from outside noise. David Greenberg will depend on the design team to document his recommendations and to allow his work to be as efficient as possible.

We offer the following description of services for your consideration:

SCOPE OF SERVICES

Design Phase

THEATRE CONSULTING (TCC)

- We will attend a project "kick-off" meeting with the design team and owner representatives.
- We will develop a performance equipment outline and budget for review by the architect and owner representatives.
- We will prepare a report on the electrical power requirements and heat load projections relative to the performance equipment.
- We will prepare a report on the structural loading requirements of the performance elements of the project.

NEW YORK
NORTH CAROLINA
TORONTO
LOS ANGELES

www.theatrecc.com

- We will provide information identifying all electrical power requirements and performance lighting circuits in the auditorium.
- We will provide drawings indicating locations of power supplies, performance lighting circuits, dimmer rack installation, and other electrical requirements pertinent to the performance equipment design.
- We will provide a performance specification for the recommended audio/video system.
- We will coordinate technical design information regarding the performance equipment with the architect and the electrical, mechanical and structural engineers.
- We will assist the architect with the incorporation of adjustable acoustic devices. We will specify acoustical draperies/track in the auditorium, as prescribed by the acoustician.

ACOUSTICS CONSULTING (CA)

- We will meet with the design team and users to learn more about the programmatic needs and expectations. This session will be primarily for determining the expected acoustic quality level for the theatre.
- *Room Acoustics* - We will work with the design team to explore appropriate room shaping: plan and section for the theatre. We will discuss a variety of adjustable acoustics solutions for the theatre, if appropriate for the range of uses and the existing conditions.
- *Isolation from Outside Noise* - During our initial visit, we will witness external noise sources such as air and street traffic. We will describe our recommendations for sound isolation constructions for critical adjacencies based on agreed sound isolation criteria. These recommendations will include walls, floor and ceiling constructions as well as windows, doors, etc.
- *Noise Control from Mechanical and Electrical Systems* - We will provide a Noise and Vibration Guidelines Report, including setting of criteria for use by the mechanical and electrical engineers. This report will guide early design work and assist the engineers in making appropriate schematic decisions. We will be available by conference call to help the engineer interpret our guidelines recommendations as they document their systems.

Contract Documents Phase

THEATRE CONSULTING (TCC)

- We will coordinate performance equipment contract documents, for which TCC is responsible, with mechanical, electrical, and structural engineers.
- We will prepare drawing/specification packages for the performance equipment for which TCC is responsible for incorporation into the architect's scope.

Bidding and Negotiations Phase

THEATRE CONSULTING (TCC)

- We will assist in the prequalification of specialty contractors for the performance equipment for which TCC is responsible.
- We will review and comment on performance equipment contractor bids received.
- We will respond to requests for information from bidders.

Construction Administration Phase

THEATRE CONSULTING (TCC)

- We will respond to requests for information relative to the work of the theatre consultant.
- We will make one site visit for final commissioning of the performance equipment for which TCC is responsible.

ACOUSTICS CONSULTING (CA)

- We will review shop drawings relating to sound isolation, such as submittals for STC rated doors and windows, if any.
- We will review shop drawings for HVAC systems, including noise/vibration equipment.
- We will conduct one site visit during mid-construction to ensure the construction is in accordance with the construction documents

FEE AND EXPENSES

Based on the scope of services outlined above, we propose a fixed fee of Twenty Two Thousand, Six Hundred Dollars (\$22,600), plus expenses, calculated by discipline as follows. This fee includes journey time, but not travel costs, for the maximum number of trips scheduled below.

- Theatre consulting: \$12,000
- A/V consulting: \$4,000
- Acoustics: \$6,600

The proposed fee would be broken down by phase, as follows;

	Percentage	Fee/Phase	Max. Person Trips (TCC)	Max. Person Trips (CA)
Design Phase	40%	\$9,040	1	1
Contract Documents	30%	\$6,780	0	0
Bid/Negotiation	5%	\$1,130	0	0
Contract Administration	25%	\$5,650	1	1
Total	100%	\$22,600	2	2

Reimbursable expenses are in addition to the proposed fee and will be invoiced at 1.1 times their direct cost. Expenses include, but are not limited to travel, printing, and delivery service.

Additional Services

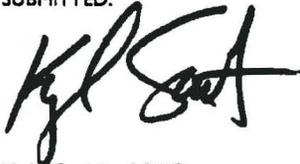
Additional services beyond the scope of work outlined above may be provided on an hourly or daily basis, at the prevailing rates, with written authorization from the client prior to beginning the work.

This proposal is subject to the provisions contained in the attached Schedule A, which is incorporated herein for reference.

29 April 2011
Page 4 of 6

Once again, we thank you for the opportunity to offer this proposal. We look forward to answering any questions you may have.

SUBMITTED:



Kyle Smith, ASTC
Theatre Consultants Collaborative, LLC

cc Jillian Brown, TCC
Attachment – Schedule A

ACCEPTED:

Johnson Carter Architects, PC
(authorized signatory)

Date:

We are prepared to commence services upon the return of a signed copy of this proposal or a similar letter of authorization to proceed.

SCHEDULE A

Theatre Consultants Collaborative, LLC (TCC) appreciates the opportunity to offer this proposal. In doing so, we anticipate that, if it is acceptable, we will be able to develop a contract with your firm. TCC's agreements generally follow the American Institute of Architects' C141 *Standard Form of Agreement between Architect and Consultant* and looks to that agreement as a basis for this proposal. In an effort to identify and clarify certain terms and conditions under which we provide services and to serve as a basis for forming an agreement, we have highlighted certain relevant items below:

1. This proposal covers only the services and expenses identified in it. All other services performed by us, including those for disputes where we are not named a party, will be billed on a time and materials basis.
2. Invoices for our services are due within ninety (90) days of the Invoice date. Our Invoices include any taxes on our fees and expenses at the prevailing rate. All payments will be in U.S. Dollars. Unpaid Invoice balances will accrue interest at the lesser of 1.5% per month or the maximum rate allowed by law, starting the 91st day after the Invoice date. Payments are applied, first to accrued interest, and then to unpaid fees. You will reimburse us for any collection and legal costs we incur to collect delinquent payments.
3. Either of us may terminate this accepted proposal (and any agreements) by giving the other party at least seven (7) days written notice, if the other party substantially fails to perform its obligations, through no fault of the terminating party. We will be paid for the services performed and expenses incurred prior to the termination. In addition, if the termination is not initiated by us, we will be paid termination expenses, which include unpaid expenses directly attributable to the termination, plus an amount for our lost profits on the value of services we did not perform.
4. We carry insurance coverage for comprehensive general liability (public liability) of \$1,000,000 and professional liability (errors and omissions) of \$1,000,000. If you ask us to increase or add to our insurance coverage, you agree to pay all the costs we incur to obtain this additional insurance coverage. TCC's liability is limited to that covered by its insurers.

TCC is a network of independently owned and operated sub-consulting corporations providing theatre consulting services to the A/E professions and Owners. Under TCC's structure there are no employees, only participating sub-consulting corporations which are generally owned and operated by the participating consultants, and similarly do not engage employees as the work is performed by the corporation Owners. TCC does not operate, lease or rent motor vehicles as means of transportation is the responsibility of the subordinate consultants. Given these conditions, while TCC does carry both professional and general liability insurance, Workers' Compensation and automobile coverage is not applicable to the structure of the organization.

5. WE PROVIDE SERVICES WITHIN THE LIMITS OF OUR EXPERIENCE AND AS LIMITED BY LAW. WE DO NOT PROVIDE SERVICES OF LICENSED DESIGN PROFESSIONALS. SERVICES ARE PROVIDED FOR THE SOLE PURPOSE OF INFORMING JOHNSON CARTER ARCHITECTS, PC AND ITS DESIGNEES OF THE PECULIARITIES OF PERFORMANCE VENUES SO THAT JOHNSON CARTER ARCHITECTS, PC MAY USE ITS PROFESSIONAL JUDGMENT IN DEVELOPING THE PROJECT.

6. JOHNSON CARTER ARCHITECTS, PC agrees to provide us with the assistance reasonably necessary to enable us to perform our services, without limit or cost, including, but not limited to, any assistance specified in the proposal, and the provision of project data, drawings and documents, electronic files and photographs.

7. JOHNSON CARTER ARCHITECTS, PC will permit us to use you as a reference for prospective clients by identifying you as a client and by providing a general description of the project, including project images subject to copyright.



3 May 2011

Richard Carter
Johnson-Carter Architects, PC
136 E. Third Street, Suite B
Rifle, Colorado 81650
(970) 625-0580 Phone
(970) 625-0581 Fax

**Re: Ute Theatre Renovation
Acoustics and AV Systems Consulting Proposal
KA BD No. 11-081**

Dear Richard:

It was good to speak with you last Friday regarding the Ute Theatre Renovation. In response to our conversation, we have developed this proposal to capture elements of our discussion, and communicate our envisioned process for this project. In the event that we have articulated an approach that is different from what you had envisioned, please do not hesitate to let us know.

Project Understanding

Renovation of the Ute Theatre will update this existing movie theatre to a performance and meeting venue for the downtown Rifle community. Our efforts will focus on acoustics improvements and AV systems upgrades to the building, working to prioritize these improvements within the overall scope of the \$850,000 construction budget for the project.

Central to this effort will be identifying an appropriate budget for AV Systems upgrades and then designing, documenting and commissioning this system. Improvements to the room acoustical environment will be tailored to and designed concurrently with the AV systems, taking into account the full range of anticipated performances and events in the renovated theatre. Our recommendations will also address HVAC noise control and sound isolation issues within the building, and we will coordinate all of our recommendations with the architectural requirements of the theatre renovation. We propose that theatre consulting services be provided by Schuler Shook as articulated under separate cover.

We anticipate a design period lasting from approximately 15 May 2011 – 15 August 2011, followed by an approximately 4-month long construction period.

We understand that a specific allowance for AV systems has yet to be determined. Our work to design these systems will therefore require a period of calibration and alignment with the overall scope as work proceeds. This should happen as soon as feasible. Given experience on comparable projects, we suggest that an initial budgetary place-holder of \$100,000 may be appropriate, though the scope of what these funds could achieve will need to be assessed once project specifics are better understood.

Process

- Review existing documentation for the auditorium, including architectural survey drawings, concept sketches, photographs, and any other available materials.
- Meet with the Design Team and Owner Representatives to discuss acoustics and AV systems design goals for the project. Establish conceptual design direction.
- Create an AV Systems Functional Description and Budget Estimate for review and Owner approval.
- Review preliminary architectural, mechanical, and lighting drawings for the building renovation and provide a Review Letter documenting recommendations for room acoustics, noise control, and sound isolation improvements.
- Review architectural, mechanical, and lighting drawings at a point near completion to confirm incorporation of acoustics design recommendations.
- Provide AV Systems design drawings, equipment list, and specifications suitable for bidding by a specialty AV Contractor for installation.
- Answer questions during the design process regarding the acoustics and AV systems design recommendations. Communicate with the project team via e-mail, telephone, and web-based meetings.
- Respond to Contractor RFI's during construction and assist with review of acoustically significant submittals.
- Visit the theatre near substantial completion to provide an acoustics checkout and commission the AV systems, providing a follow-up report to address any outstanding issues.

Compensation

For this scope of work, we propose a fixed fee of \$28,500. Any reimbursable expenses such as travel expenses would be billed in addition to the fee. This fixed fee may be broken down as follows:

	Design	Construction Administration Checkout/Commissioning	Total
Acoustics	9,000	4,500	13,500
AV Systems	11,000	4,000	15,000
Total	20,000	8,500	28,500

The AV Systems design fee is based on an assumed \$100,000 equipment budget as noted above. Our design fees will be renegotiated if the AV system budget or overall project schedule or scope should change substantially.

* * *

Thank you for contacting us again regarding acoustics and AV systems consulting services. We look forward to a successful collaboration with you on this project.

Sincerely,



Timothy Gulsrud
Senior Consultant, Associate

enclosures Kirkegaard Associates Firm Profile
Selected Project Experience



D. L. ADAMS ASSOCIATES, INC.

^ Consultants in Acoustics, Performing Arts and Technologies ^

March 21, 2011

Mr. Richard Carter
Johnson-Carter Architects, PC
136 East 3rd Street, Suite B
Rifle, Colorado 81650

**SUBJECT: Proposal to Provide Consulting and Design Services for Ute Theatre
(DLAA #8690)**

Dear Mr. Carter:

We appreciate the opportunity to submit this proposal to provide consulting and design services for consideration by the New Ute Theatre Society. It is our intent to apply our expertise to this project, so as to assist the design team in achieving the necessary acoustical and theatrical environments required for the success of this planned multipurpose event venue in Rifle, Colorado. We are proposing to work from the Planning and Budgeting phase through the Construction Administration Phase of the project.

Enclosure 1 presents our proposed scope of work; however, we should point out that as the project progresses and the design develops, changes may come about which require adjustments to the scope of the project. As such, changes to our proposed consulting and design fees (see Enclosure 2) might be necessary also. With any remodel or renovation project, surprises can occur. For example, we might find that the building's structure will not allow us to do certain things that would be desirable. This might require finding alternate ways of achieving the same thing or simply not providing that particular aspect of the project.

Please note that following our most recent telephone conversation, we have added another option for consideration. You informed me of the desire to send and receive broadcasts in the Ute Theater. The addition of this aspect will require fiber optics and the inclusion of an infrastructure for a voice/data system in the building. Provision for cameras are required and we would also like to include security monitoring and door access control. You will find a separate fee for designing these systems.

Mr. Richard Carter
March 21, 2011
Page 2 of 2

Based on the drawings and photos you have provided, our telephone conversations, and our current understanding of the events the theater must serve, as well as the desired quality of the Ute Theater following completion of the remodel, we have prepared preliminary construction cost estimates for the systems needed. They are as follows:

AV System.....	\$125,000
Rigging/Softgoods System (including motorized front-of-house lighting set).....	\$28,000
Performance Lighting System and Control.....	\$95,000
IT, Telecommunications, and Low-voltage Systems.....	\$57,000

These are, of course, subject to change as the design progresses and construction budgets are established and agreed upon.

We are excited about the Ute Theater project and look forward to working with Johnson-Carter Architects and the New Ute Theater Society. Please let us know if you have any questions or need clarification of either our proposed scope of work or our fee.

Sincerely,

 Digitally signed by
David L. Adams
Date: 2011.03.21
10:31:16 -06'00'

David L. Adams, P.E. FASA

Encl.

ENCLOSURE 1

PROPOSED SCOPE OF WORK UTE THEATER

Prepared for: Johnson-Carter Architects, PC
Date: March 21, 2011
Project No. 8690

BASIC SERVICES

Planning and Budgeting

1. Visit Rifle, Colorado to observe the theater building, as well as meet with the Board to discuss the project and outline the work we will be doing.
2. Document the expressed needs, desires and expectations of the people of Rifle for the remodeled Ute Theater with respect to the variety of events it should serve.
3. Prepare a written description of our part of the design, descriptions of the technical production systems that will be provided, and develop estimates of the costs for these systems. These estimates can be used to establish construction cost budgets.
4. Based on Owner and Architect approval of these narrative descriptions and acceptance of the budget numbers, we can proceed with the design efforts.

Acoustical and Theater Consulting and Design

1. Conduct acoustical analyses and develop recommendations for crucial sound-absorbing, sound-reflecting and sound-diffusing surfaces, as well as recommendations for room shaping to optimize the acoustics of the performing and listening (audience) areas of the theater.
2. Develop recommendations for wall constructions were necessary to provide sound insulation between acoustically incompatible spaces.
3. Analyze the HVAC system and develop recommendations for controlling noise and vibration, if required, to achieve adequately low levels in the performance and audience areas.
4. Review ingress and egress requirements with respect to code and provide recommendations for the flow of people and materials.
5. Conduct sight-line analyses and develop recommendations for shaping the floor to meet the intended uses and to provide acceptable sight-lines from the audience to the stage.
6. Work closely with the Architect, Mechanical Engineer, and Structural Engineer to coordinate the acoustical and theatrical recommendations and to integrate these into the designs of other Design Team members.
7. Assist in preparation of specifications and in construction cost estimating for This Part of the Work.
8. Prepare written reports and AutoCAD drawings/sketches, as required for clarity of recommendations.

Audio-visual (AV) System Consulting and Design

1. Through discussions with designated user group representatives, determine and document the various uses the AV system should serve. This would include the on-stage projection screen and a video projection system.
2. Develop a written description of the AV system and determine an estimated installed cost of the system that will be used to establish a construction budget for the system. Note that the system design will include all sound for production, as well as the technical intercom and the code compliant Assistive Listening System.
3. Upon approval of the system description and budget, proceed with the design.
4. Prepare complete engineering drawings and specifications for the system.
5. Coordinate electrical power requirements for the system with the Electrical Engineer, physical equipment locations with the Architect, and weight (loading) requirements for the equipment with the Structural Engineer.

Technical Production Systems (Theater) Consulting and Design

1. Through discussions with designated user group representatives, determine and document the various uses the rigging and performance lighting systems should serve. Note that lighting control is included in the design and the control system will control the house lighting (by the Electrical Engineer) as well as the performance lighting system. Note also that this work will include rigging (possibly a motorized set for the front-of-house lighting position).
2. Develop written descriptions of the rigging and performance lighting systems and estimate the installed costs of these systems that will be used to establish the construction budgets for the systems.
3. Upon approval of the systems' descriptions and budgets, proceed with the designs.
4. Prepare complete engineering drawings and specifications for the systems.
5. Coordinate electrical power requirements for the system with the Electrical Engineer, physical equipment locations with the Architect, and weight (loading) requirements for the equipment with the Structural Engineer.

Consultation and Design for IT, Telecommunications and Other Low-voltage Systems

1. Based on discussions with appropriate administration personnel, develop schematic designs for voice/data, security monitoring and door access control. With respect to voice/data, this will entail the design of the information transfer system infrastructure for the entire building. Voice/data drops will be provide where required on-stage, at POS in the lobby, in the ticket booth and in the second-floor administration offices. It will also provide control the video projection system and provide the route for the video signal to the video projector.

2. Prepare the schematic designs for these systems and estimate the construction costs.
3. Upon approval of the systems' descriptions and budgets, proceed with the designs.
4. Prepare complete engineering drawings and specifications for the systems.
5. Coordinate electrical power requirements for the system with the Electrical Engineer and the physical equipment locations with the Architect.

Bidding/Negotiating and Construction Administration Phases

1. Assist as required in evaluating bids received for This Part of the Work.
2. Respond to relevant RFIs and requests for substitution during the bidding process.
3. Conduct a maximum of two (2) construction site observation visits during construction and one (1) final construction site visit following substantial completion of the work. This latter visit will be for a final checkout of the installed systems and equipment and preparing a punchlist of remedial work required by the contractors.

ENCLOSURE 2

**PROPOSED FEES
UTE THEATER**

Prepared for: Johnson-Carter Architects, PC
Date: March 21, 2011
Project No. 8690

The following table presents our proposed lump-sum fees for providing the services of the Proposed Scope of Work of Enclosure 1. These fees are presented by type of work as requested. Out-of-pocket expenses (e.g., automobile travel at \$0.55/mile, lodging, meals, etc.) incurred in performing this work will be in addition to the labor fees in the table and are to be reimbursed at net cost plus 10 percent.

Type of Work	Lump-sum Fee
Acoustical Consulting & Design	\$12,600
Audio-visual (AV) System Consulting and Design	\$8,200
Theater Consulting & Design (Including Rigging & Performance Lighting Systems)	\$12,300
IT, Telecommunications and Other Low-voltage Systems Consultation and Design	\$8,100
Total	\$41,200

There are obvious economical savings for having one firm, like D. L. Adams Associates, Inc., perform all of these services. For example, time spent coordinating the acoustical, AV, and theater aspects of the projects will be greatly reduced because it would all be in-house. However, should you wish to eliminate some of the proposed services, please let us know and we will revise our proposal accordingly.



SHEN MILSOM WILKE

and

THEATRE PLANNERS
LIGHTING DESIGNERS
Schuler Shook



UTE THEATER RENOVATION RIFLE, CO

Acoustical, Audiovisual
IT/Telecommunications Infrastructure and
Theatrical Consulting Services

SM&W Proposal # 11-0520

Prepared for:



Richard Carter
Johnson-Carter Architects, PC

136 E. Third Street, Suite B
Rifle, Colorado 81650
970-625-0580 phone
970-625-0581 fax

April 27, 2011

1. FIRM INTRODUCTIONS

Shen Milsom & Wilke, LLC And Shuler Shook Theater Planners and Lighting Designers have teamed together and are pleased to present this proposal for acoustical, audiovisual, telecommunications and theatrical consulting services for the Ute Theater in Rifle, Colorado. We believe the SM&W / Shuler Shook team can make unique and important contributions to the project team because of the breadth of our experience in working on theaters, auditoriums, and performing arts renovation projects of a similar nature and scope.

In reviewing this submittal, we would like to point out the following elements about the two firms:

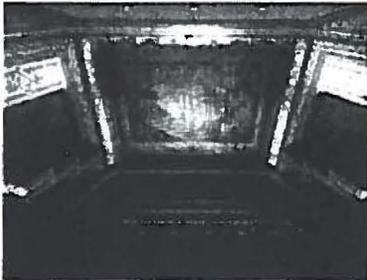
- ◆ SM&W is an international consulting firm specializing in acoustical, audiovisual/ multimedia, security, telecommunications, trading floor, and medical equipment planning and design with a worldwide staff of over 230 in offices in New York, Hong Kong, Washington, DC, Chicago, San Francisco, Princeton, Houston, Denver, Las Vegas, London and Dubai.
- ◆ SM&W will bring a unique blend of experience to this project. We have an extensive array of theater renovation projects.
- ◆ SM&W is a pure consulting firm – 100% of our business is consulting only. We neither sell equipment nor base fees on the amount of equipment specified. Our main objective is that after a thorough *needs analysis programming* effort, each client will have the base building and special purpose room provisions to accommodate future requirements.



We are prepared to take a leadership role in issues that affect acoustical, audiovisual, telecommunications and theatrical planning and design as well as to work closely with team members who will lead other areas. Our effectiveness, an outgrowth of our many years of combined unique experience, translates into our ability to help the project team seize opportunities that might otherwise be missed and to avoid potentially costly pitfalls. Our goal is to serve as an objective resource; advocating the best interest of the client.

FIRM PROFILE

Schuler Shook principals Duane Schuler, Robert Shook, and Michael DiBlasi began their careers as theatrical lighting designers and continue to apply this background to the practice of theatre consulting and architectural lighting design. We believe strongly that an open collaborative process is the key to successful design.



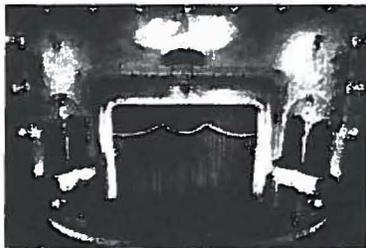
Schuler Shook was founded in 1986 and maintains offices in Chicago, Minneapolis, and Dallas. We employ a full-time staff of 38 and offer full computer capabilities, including CAD, and computer lighting calculations.

Schuler Shook's theatre consulting experience includes professional and academic facilities that range from 200-seat intimate drama theatres to 3,000-seat opera houses, as well as amphitheatres and convention centers. Theatre planning services include programming, audience seating and sight lines, front-of-house and back-of-house planning studies, and all theatre support areas. Schuler Shook designs and specifies all technical systems, including stage lighting, stage rigging, stage lifts, orchestra shells and stage and acoustical curtains.

We have extensive experience designing theatres and the wide variety of related adjunct spaces that these venues demand. We believe strongly that an open collaborative process is the key to successful design. Additionally, we are committed to innovation, practicality, and technically astute solutions that integrate light and technology harmoniously with the vision of the architect.



Schuler Shook provides Lighting Design services for a variety of environments including offices, retail, hospitality, meeting rooms, public spaces, plazas, and building façades. Our approach includes a hands-on collaborative effort that involves all members of the design team, the owner representatives and the end-users. We work to understand the projects' requirements from the initial design concepts through to the documentation and implementation of the design, as well as the maintenance of the lighting plan. Our understanding of the facility's needs is paramount to providing a successful and integrated lighting design that supports the architecture.



As part of our commitment to sustainable design, several of our designers are LEED Accredited Professionals with an in-depth understanding of the LEED building rating system. Environmental design efforts are being included in nearly all of our projects, including performing arts centers.

2. PROJECT UNDERSTANDING

Our understanding is based on information provided to us by Johnson Carter Architects. We understand that the project is a renovation of a single screen movie theater that was constructed in 1946. The restoration of the theater will provide the community of Rifle with a multi-use facility that will be used for theatrical performances, concerts, community events, simulcast video events streamed live to Rifle. We understand the request for "state of the art" video to be included in the design criteria.

SM&W proposes to provide the following consulting services for the project.

3. SCOPE OF WORK – ACOUSTICAL CONSULTING SERVICES

Acoustical Consulting Services: SM&W will work together with the project design team to provide acoustical consultation services for the following spaces:

- **The Auditorium and Stage Area**
- **Projection Room, Control Area, and Support Spaces**
- **Lobby Area**

SM&W will provide acoustical consultation in the following disciplines:

Room Acoustics - This discipline regards the development of proper aural environments that meet the needs and functions of the spaces. The issues include achieving suitable reverberation time, achieving speech intelligibility where necessary, controlling reflections and maintaining proper sound energy levels throughout the spaces. The design aspects include room volume and shaping as well as the selection and placement of finish materials for walls, floors and ceilings.

Sound Isolation - This discipline focuses on excluding unwanted noise transfer to and between sound sensitive spaces such as between the Projection Room and Auditorium. The issues include definition of sound and vibration isolation construction requirements for partitions, joints, and critical doors & windows. NOTE: Sound isolation between the program areas and the 2nd Floor Residential Areas is excluded from this proposal.

Mechanical System Noise Control - Building systems are often the major contributor to the amount of background noise in these types of spaces, and can have a dramatic effect on the ability to hear speech and audio programs. SM&W work closely with the Engineers and Architects to develop design strategies such that this noise does not exceed the limits that are appropriate with the uses of the spaces.

Construction Documentation

1. Review the program materials produced to date, discuss with the design team and Users the intended uses and desired acoustical qualities of the various spaces and establish conceptual design direction and programming requirements.
2. Define the acoustical design criteria for the project. Acoustical design criteria will be established in the following categories:
 - a) Maximum permissible background noise levels in terms of NC (Noise Criterion) ratings due to the operation of HVAC systems, plumbing and electrical systems.
 - b) Acoustic separation between the program spaces in terms of STC ratings, to achieve noise isolation.
 - c) Target reverberation time criteria for sound critical program spaces.
3. Perform review of progress drawings and submit recommendations for partition constructions to meet the sound isolation criteria established. Submit partition detail sketches, if necessary, for partition

types, including recommended intersection and penetration details and isolation techniques for field performance of recommended constructions.

4. Review and evaluate the design development mechanical system design plans with respect to such items as the selection of specific types of equipment, fan sound power ratings, ductwork velocities and duct paths, fitting designs, pressure reducing devices, and terminal device selections and submit recommendations for noise control strategies and coordinate with the mechanical engineers in an effort to achieve the NC criteria established for the project.
5. Analyze the progress architectural design and evaluate ceiling and wall shapes suited to acoustical function. Recommend acoustical finishes to achieve recommended reverberation and sound reflection conditions. Provide product information or specification information for materials if necessary.
6. Review HVAC design drawings and coordinate with architects and mechanical engineers to ascertain the extent to which the noise control design recommendations have been implemented. Provide comments and recommendations and coordinate with the design team to resolve acoustical issues in an effort to achieve the background noise requirements and bring the noise control design to completion from an acoustical standpoint.
7. Review and evaluate the design documents to ascertain the extent to which the acoustical design recommendations for sound isolation construction have been implemented, including wall types and details. Submit recommendations and provide sound isolation architectural acoustic design coordination with the Architects in an effort to bring the sound isolation design to completion from an acoustical standpoint.
8. Review and evaluate the design documents to ascertain the extent to which the acoustical design recommendations for room acoustics have been implemented, including interior shaping and finishes. Submit recommendations and provide room acoustical design coordination with the Architects in an effort to bring the room acoustical design to completion from an acoustical standpoint.
9. Review project Specifications with respect to inclusion and coordination of acoustical items and performance, including but not limited to the following:
 - a.) Noise and vibration control elements for mechanical equipment and devices
 - b.) Sound isolation constructions and components; including sound control doors and windows and proper methods for sealing intersections and penetrations of sound critical partitions
 - c.) Acoustical interior finish elements such as absorptive and diffusive panels, ceiling and wall reflectors, and acoustical drapery
10. Attend meetings as outlined in the Meetings / Site Visit Table below.

Construction Administration

1. Review and provide comments on shop drawings, materials, and equipment submissions for conformance with design intent and compliance with the Construction Documents.
2. Review and provide acoustical input to Bulletins, Addenda, RFI's and general questions from the Design Team regarding acoustical issues.
3. Conduct site observation visits as outlined in the Meetings / Site Visit Table below to review the construction and installations with respect to acoustical requirements. Provide written reports following the site visit summarizing our observations.
4. Coordinate construction observation comments with related disciplines.

4. SCOPE OF WORK – AUDIOVISUAL CONSULTING SERVICES

Programming

1. Conduct interviews with designated personnel to determine the nature and extent of the audiovisual systems required for the theater based on functionality. These interviews are intended to be a dialogue to exchange information and to discuss future technologies for which provisions should be made.
2. Prepare an *Audiovisual Program Report*. The report will include:
 - a.) **Audiovisual Spaces:** Describe how the spaces will be used, the number of participants and the furniture arrangements required.
 - b.) **Systems Capabilities Descriptions:** A delineation of systems capabilities that should be considered for the theater.. The information, in outline format, will be presented in terms of screen, projection, audio, control, and video display capabilities. A distinction will be made between capabilities that we recommend be dedicated, portable and for which only future provisions should be made.
 - c.) **Preliminary Planning Budget Estimates:** Estimates to reflect the cost of equipment and installation by a systems contractor. This preliminary budget information is presented in matrix format according to each major system and will be used in developing costs for the project.
3. Meet with architect's and owner's personnel to review the report, present our findings, and answer any questions the client may have. Based on the discussions, we will provide one (1) revision of our report and budgets.
4. Once this program and budget are approved, they will be used as design guidelines for the design that follows. Requests to proceed with the design will signify acceptance of the Audiovisual Program Report and the corresponding budget. The complexity of the audiovisual capabilities in the approved program and budget will determine the amount of time required to complete the design that follows. After commencement of the Design Development phase, revisions to the AV Program Report outside a +/- 10% (ten percent) budget margin will require Additional Services.

Infrastructure Design

1. Review and analyze architect's development drawings. Prepare preliminary sketch studies to confirm appropriateness of space proposed, determine space requirements for all audiovisual equipment, sightlines, projection lines, ceiling height requirements, projection room depths, etc.
2. Develop final facility plan and elevation drawings showing all systems equipment to be installed. These drawings will provide architect with input for architectural design, including projection screen details, computer flooring, special glazing for projection and observation ports, wall treatments, built-in cabinetry, and other special base building requirements. These drawings will determine the design of the electrical system drawings that follow.
3. Develop electrical drawings showing required empty conduit, raceways, junction boxes, and power locations for the audiovisual systems equipment. The information contained in these drawing are not intended for construction, they are solely to be used by the electrical engineer for transfer into their electrical construction documents.
4. Submit an *Architectural Summary Report* detailing all final power and HVAC equipment loads; lighting control interface requirements; projection screen specifications; and other base building details for the contract documents relating to work to be performed by the general contractor.

5. Provide review and comment on the electrical contract drawings after inclusion of our input to ensure complete and accurate transfer of information. SM&W will work with the project team to make sure the project MEP has incorporated all AV infrastructure requirements into the MEP drawing submittal.
6. Drawings will be issued using the latest architect's background, with those backgrounds provided at a minimum of 10 working days prior to delivery date. During the design development phase of the interiors, we will issue the preliminary plans twice and one final plan to capture changes in the audiovisual program or architectural changes to the spaces.

Systems Design/Specifications

1. Provide systems block drawings for all audio, video, and control devices showing the interconnections among all components.
2. Provide complete specifications for all systems. These specifications will include:
 - a.) **General Specifications:** Recommended warranties, system performance requirements, installation practices, owner training, system check-out, etc.
 - b.) **Detailed Specifications:** Outlining functional requirements for each system in each area.
 - c.) **Equipment Lists:** List detailing each piece of equipment by manufacturer and model number.
 - d.) **Bid Package:** The drawings, specifications and detailed equipment list will be assembled to provide complete bid documents for competitive bidding by audiovisual systems contractors.
3. Provide a list of recommended audiovisual systems contractors competent to perform the systems implementation.
4. Provide a review and analysis in matrix format of the bid returns from systems contractors in order to facilitate client evaluation of the returns.

Construction Administration/Systems Implementation

1. Review the systems contractor's scheduling, operating, and reporting procedures for the implementation phase.
2. Review the systems contractor's shop drawings for conformance with the specifications and contract documents. Approve or disapprove these drawings.
3. Approve or disapprove systems contractor's requests for deviations from the specifications.
4. Supervise on-site acceptance testing of all equipment and systems operation after the systems contractor has completed the installation and their systems check-out. Prepare written punch lists to identify items requiring systems contractor action.
5. Recommend that the systems be accepted as installed before final payment is made to the contractor.
6. Review technical training materials provided by systems contractor.

5. SCOPE OF WORK – TELECOMMUNICATIONS CONSULTING SERVICES

Schematic Design

1. Review the Architect's program criterion to evaluate the project's design concept, budget, schedule, space requirements and any other unique specifications.
2. Participate in stakeholder meetings on site with the Architect and Owner and other design team members to identify the IT/Telecommunications requirements for the project.
3. Review any as-built drawings that may exist and while on site, perform a site survey of the existing theater to identify how to design an updated IT/Telecommunications infrastructure and cabling system.
4. Develop a Basis of Design document, providing design concepts and recommendations for the IT/Telecommunications infrastructure and cabling system, and submit for review and response.
5. Within this Phase we have included (1) design meeting / site survey on site.

Design Development

2. Review Schematic Design comments from the Owner and further refine the telecommunications cabling system requirements.
3. Review and evaluate the architectural design drawings for the project and provide input and recommendations on telecommunications rooms and pathways, including:
 - a.) The locations and size of a new telecommunications room
 - b.) The pathways required from device locations to the telecommunications room
 - c.) The pathways required from the telecommunications room to service provider outside plant facilities
4. Prepare Design Development level IT/Telecommunications cabling system specifications for review and response.
5. Prepare Design Development level IT/Telecommunications cabling system drawings for review and response. Drawings shall include one-line diagrams, floor plans with device locations and preliminary telecommunication room layouts.
6. The IT/Telecommunications cabling system Design Development package will be issued once at a 100%DD completion.

Construction Documentation

1. Follow up meeting on site with Architect and Owner to finalize any additional IT/Telecommunications cabling systems requirements.
2. Prepare a construction drawing and specification package which will be used for competitive bidding of the installation of the telecommunications cabling systems. The telecommunications cabling systems CD package will provide technical product descriptions, installation methodology, and contract drawings to enable telecommunications systems contractors to provide bids for the provision and installation of the designed systems. The CD package will include:
 - a.) Complete specifications for the IT/Telecommunications cabling system, including products, installation procedures, and test/acceptance requirements.

- b.) Telecommunications cabling system plan drawings with all device and equipment locations, based on architectural background plans.
 - c.) Telecommunications cabling system enlarged room plans and equipment elevations.
 - d.) Telecommunications cabling system riser and schematic diagrams.
 - e.) Telecommunications cabling system typical component installation details.
3. The IT/Telecommunications cabling system Construction Document package will be issued once at 100%CD completion.
 4. Within this Phase we have included (1) design meeting / site survey on site.

Construction Administration

1. Assist the Owner with pre-qualifying Telecommunications Cabling Contractors for bidding the scope of work.
2. Conduct a Pre-Bid Conference with the Bidders for this scope of the work. Pre-Bid meeting shall be a conference call.
3. Provide clarifications to Bidders questions and issue any required addenda during the bid phase for this scope of work.
4. Review bid responses and make recommendations to the project team regarding selecting the Contractor to perform the work.
5. Review the Product Data Submittals submitted by the Contractor for specification compliance.
6. Issue further construction documents such as request for information (RFI) responses and clarification documents during the construction phase.
7. Provide on-site services and site observations during the construction phase of the project to evaluate the quality of the work installed, coordinate field issues and provide design clarifications to ensure compliance with the specifications and construction drawings. On-site construction administration services shall not exceed one (1) on-site visit.
8. Review cabling test results submitted by the Contractor for performance compliance.

Assumptions and Exclusions

We have made the following assumptions and exclusions with regard to the telecommunications cabling design:

1. It is assumed that we will not be required to provide design services for the following systems; that the Owner will be responsible for the procurement and installation of these systems. SM&W will only provide the infrastructure and cabling designs to support these systems:
 - a.) The network hardware (routers, switches, firewalls, etc.) for the IT network.
 - b.) The telephone hardware (PBX system, VoIP system, telephone stations, etc.) for the telephone system.
 - c.) The Wireless Access Points (WAPs) for the WIFI networks.
2. It is assumed that an In-Building Wireless Distributed Antenna System (DAS) to support First Responder radio systems is not required within the renovation.
3. SM&W telecommunications services do not include systems cut-over, relocation or phasing coordination.
4. Preparation of Contractor's "As-Built" Record Drawings is not part of our scope of services.

6. SCOPE OF WORK – THEATRICAL CONSULTING SERVICES

We will collaborate with the design team and owner representatives in the overall design and specification of the stage lighting systems, stage lighting fixtures, mounting locations, stage rigging, and stage curtains and tracks. The scope of our services will be as follows:

Design and Documentation

1. Review of the project criteria and vision documents completed to date.
2. Participation in one (1), one-day meeting with all participants in the project to discuss the anticipated program. Discuss educational and community programs, theatre layout, production activity, scheduling, staffing, and backstage and support areas. Conduct a review of the existing building and site.
3. Evaluation of initial seating capacities, layouts, and sightlines for the theatre.
4. Calculation of structural, electrical, and mechanical loads imposed by stage systems. This information shall be provided to the project architects and engineers for their use on this project.
5. Preparation of preliminary theatrical lighting layout drawings.
6. Preparation of preliminary stage rigging and curtain layout drawings.
7. Preparation of preliminary cost estimates for stage equipment systems noted above.
8. Preparation of details as required to illustrate specific requirements such as box booms, pipe grids, and equipment layouts.
9. Preparation of drawings and specifications, as follows:
 - a.) **Lighting and electrical**
Layout drawings for the stage lighting, backstage lighting, and general power in the theatre, not including emergency, exit, and alarm systems. These drawings will be prepared as advisory to the design team. Review and engineering will be required by the project electrical engineer, who will include the theatrical lighting system in the electrical contract drawings.

We will prepare riser diagrams for the stage lighting system indicating the interconnection of all control, power and data distribution elements of this system.

We will prepare details as required to illustrate device and fixture mounting conditions. In order to assure coordination, review by the project construction manager and electrical engineer will be required prior to inclusion of these diagrams and details in the electrical contract drawings.

We will prepare complete specifications for stage and house lighting control and distribution systems. Review will be required by the project construction manager and electrical engineer to assure coordination with the project general requirements.

- b) **Stage rigging system**
We will prepare complete contract drawings, specifications, and details for the stage rigging system, and all stage curtains and tracks. We will draw this information on the project drafting sheets, and these drawings will be bound in with the balance of the full contract drawings for this project. Review will be required by the project architect and engineers relative to the attachment and coordination of the stage rigging system with the building structure.

We will prepare informational layout drawings for any electrical accommodations related to the stage rigging system. These drawings will be prepared as advisory to the design team. Review and engineering will be required by the project electrical engineer, who will include the rigging system electrical requirements in the electrical contract drawings.

Note: All of the above documents will be prepared and submitted as advisory and not as contract documents. These drawings may be used in the final contract drawings only after required engineering, review, and coordination by the engineers.

10. Review and coordination of the above work with the preliminary and final drawings and specifications. Review and respond to all architectural, structural, mechanical, and electrical drawings.

Bidding

1. Assistance in the identification and pre-qualification of specialty contractors.
2. Clarifications as requested by bidders. Assistance in the review of bids and suggested substitutions by bidders.

Construction/Commissioning

1. Telephone consultation as required during construction to resolve job site questions and coordination issues.
2. Review and recommendations on all related shop drawings and submittals.
3. Conduct site visits for construction or final inspections and submission of punch list items.
4. Supervision of system turn-ons for all related systems. Attend the user-training sessions as conducted by the specialty contractors.

Design and documentation is to be done one time. Once we have begun preparation of construction documents, should additional re-design work be requested, we will provide such services as additional services on an hourly basis at our rates in effect at the time the service is provided.

Exclusions

Services not included in this proposal are:

- Orchestra shell
- Seating layout and specifications
- Pit lift and platforms
- Architectural lighting

Note: Drawings, specifications and other documents prepared by Schuler Shook are and shall remain the property of Schuler Shook, who may only use same in connection with this project. The owner may retain copies for information and reference but may not use these copies on other projects or for completion of this project by others, unless written permission is granted by Schuler Shook.

10. FEE COMPENSATION

For consulting services described herein, our fee compensation shall be \$ 54,070.00 as follows:

Disciplines	Schematic Design/Design Documentation Construction Documents	Construction Administration	Total
Acoustics	\$9,400	\$ 2,590	\$ 11,990
Audiovisual	\$11,790.00	\$ 2,900	\$ 14,690
Theatrical		\$ -	\$ 15,000
Telecommunications Infrastructure	\$9,400	\$ 2,990	\$ 12,390
Total			\$ 54,070

11. MEETINGS/SITE VISITS

We assume the following meetings/site visits: Labor for these meetings is included in the fee compensation. Reimbursable expenses for all meetings will be billed according to the Terms of Agreement (Section 12) of this document which states: In addition to our fee, we will invoice for all reimbursable expenses incurred in connection with the project, including transportation, toll telephone, and all travel, lodging, and meals out of town. These direct expenses will be billed at cost times a factor of 1.1. Billing will occur on a monthly basis. Payment to this consultant is due within 30 days of invoice receipt. An interest charge of 1.5% per month will be added to all past due amounts. Use of personal vehicles will be charged at the rate of \$0.51/mile.

*******Additional meetings for two consultants traveling from the Denver office to Rifle, Colorado will be billed at a flat rate of \$1,200.00. This includes mileage and labor. Direct expenses such as lodging and meals etc. will be billed in addition to the flat rate.**

Disciplines	Schematic Design/Deisgn Documentation/construction Documents	Construction Administration	Total
Acoustics	1	1	2
Audiovisual	1	1	2
Theatrical	1	1	2
Telecommunications Infrastructure	2	1	3
Total			9

The consulting staff may be available for additional audio conferencing as necessary.

12. TERMS OF AGREEMENT

Fees contained in this proposal are valid for ninety (90) days upon submission of proposal.

Invoicing: Fees shall be invoiced monthly on the basis of the consulting disciplines percentage of completion for the given scope of work. Invoices are due and payable within 30 days of invoice date.

Architectural Drawings: Fees contained in this proposal are based on the assumption that SM&W will be provided architectural drawings for the project in AutoCAD 2008 format no less than ten (10) working days before date of deliverable so that we may add our infrastructure and design details to these drawings. Delays in receiving architectural drawings outside of our requested guidelines may result in document production delays. Should architectural drawings be provided in an alternate format, SM&W reserves the right to evaluate the additional time necessary to manage the production work and negotiate fee revisions in an equitable manner.

Additional Services: If additional services, including but not limited to request for changes in previously approved work, are requested beyond the basic services, we shall receive additional compensation at the following hourly rate schedule:

SMW and SHULER SHOOK RATES	
Partner	\$185
Principal	\$175
Senior Associate	\$145
Senior Theater Consultant	\$145
Senior Lighting Designer	\$145
Senior Consultant	\$145
Theater Consultant	\$135
Lighting Designer	\$125
Associate	\$115
Project Designers	\$100
Staff Consultants	\$ 90
CAD	\$ 75
Court/Deposition Cost	\$225

Note: The above rates for additional services are subject to change due to cost of living increases and employee merit increases during the course of the project.

Reimbursable Expenses: In addition to our fee, we will invoice for all reimbursable expenses incurred in connection with the project, including transportation, toll telephone, and all travel, lodging, and meals out of town. These direct expenses will be billed at cost times a factor of 1.1. Billing will occur on a monthly basis. Payment to this consultant is due within 30 days of invoice receipt. An interest charge of 1.5% per month will be added to all past due amounts. Use of personal vehicles will be charged at the rate of \$0.51/mile.

*******Additional meetings for two consultants traveling from the Denver office to Rifle, Colorado will be billed at a flat rate of \$1,200.00. This includes mileage and labor. Direct expenses such as lodging and meals etc. will be billed in addition to the flat rate.**

Contract Termination: Should the project be suspended for more than three (3) months or abandoned or should you elect to terminate our services prior to our completion of the work, we shall be compensated for all services performed and reimbursable expenses expended up to the date of receipt of written notice.

If the project is resumed after being suspended for more than six (6) months, our compensation shall be equitably adjusted.

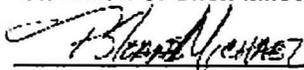
Credit: In any publication relating to the project, you will use your best efforts to have our firm identified as the acoustical, audiovisual, theatrical and telecommunications consultant for the project.

Extent of Agreement: This agreement will constitute the entire agreement of the parties concerning the project and supersedes all prior negotiations. This agreement may be modified only in writing, if agreed to by both parties.

Please note that the SM&W / Shuler Shook team cannot mobilize nor commit resources to this project without a letter of agreement confirming scope of work, fees and billing arrangements. If you find this proposal agreeable, kindly signify your acceptance in the space provided below and return a copy to us for our files.

Agreed and Accepted:

On behalf of Shen Milsom & Wilke, LLC:



P. Sloane Michael
Senior Associate

Shen, Milsom & Wilke
1822 Blake Street
Suite 2A
Denver, CO 80202

TEL: 720.482.0770
FAX: 720.482.0450

On behalf of Johnson Carter Architects

Signature

Name

Title

Date

**KING'S CROWN ADDITION
FAIRWAY AVENUE RIGHT OF WAY DEDICATION AGREEMENT**

THIS AGREEMENT is made and entered into this 18th day of May, 2011 by and between the CITY OF RIFLE, COLORADO, a Colorado home-rule municipality (hereinafter "City"), and KING HOMES, LLC, a Colorado limited liability company (hereinafter "King Homes").

W I T N E S S E T H:

WHEREAS, King Homes is the owner of certain real property in the City of Rifle known as King's Crown (the "King's Crown Property"); and

WHEREAS, as a condition of annexation approval in 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"), Hubbard Gulch Development, LLC ("Hubbard"), the owners of the Queen's Crown property in the City of Rifle (the "Queen's Crown Property"), agreed to participate with the City in the construction of Fairway Avenue from its terminus in Palomino Park Subdivision to and including an intersection with Highway 13 according to plans and specifications prepared by Hubbard and approved by the City (the "Fairway Avenue Extension"); and

WHEREAS, the King's Crown Property is adjacent to the Queen's Crown Property and in order to create a sixty foot (60') wide right-of-way to accommodate construction of the Fairway Avenue Extension, King Homes must dedicate to the City a certain portion of the King's Crown Property described on Exhibit A attached hereto and incorporated herein by this reference (the "King's Crown Dedication"); and

WHEREAS, when the vacant portion of the King's Crown Property is developed, it may benefit from the King's Crown Dedication and Fairway Avenue Extension and the parties wish to set forth the terms and conditions of the Fairway Avenue Extension and King's Crown Dedication as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Fairway Avenue Extension Right-of-Way Dedication. King Homes agrees to convey to the City by special warranty deed the King's Crown Dedication as described on Exhibit A simultaneously with the execution of this Agreement. The City will record the deed conveying the King's Crown Dedication with the Garfield County Clerk and Recorder's Office. King Homes agrees to further cooperation in the event the record drawing of the Fairway Avenue Extension requires a correction deed to adjust the King's Crown Dedication.

2. Allocation of Construction Costs and Cost Recovery.
 - A. Cost Recovery Terms of the Annexation Agreement. Pursuant to the Annexation Agreement, the City and Hubbard agreed to bear the initial financial responsibility for the costs of design and constructing the Fairway Avenue Extension fifty percent (50%) to the City and fifty percent (50%) to Hubbard, which allocation was based on estimated traffic counts generated from the development of the Queen's Crown Property and from existing development in Palomino Park. The City and Hubbard each shall be entitled to cost recovery from future development benefitting from the Fairway Avenue Extension on the same basis based upon the final costs for the Fairway Avenue Extension (the "Cost Recovery"). The City agreed to impose the Cost Recovery upon benefitted properties at the time such property needs an approval from the City, including without limitation, subdivision approval, site plan approval, building permit approval, etc. The term "benefitted property" means any property that utilizes Fairway Avenue for access as a condition of development. Following the completion of construction of the Fairway Avenue Extension, the City shall certify the final design and construction costs and record with the Garfield County Clerk and Recorder a Notice of Final Design and Construction Costs for the Fairway Avenue Extension which will be the basis of the Cost Recovery.
 - B. Cost Recovery Applied to King's Crown Property.
 - i. Applicable Property. Any portion of the King's Crown Property that must access the Fairway Avenue Extension as a condition of development shall be responsible for the payment of the Cost Recovery for such development; provided, however, if any portion of the King's Crown Property can develop through either existing or future development approvals without direct access to Fairway Avenue, the Cost Recovery obligation contained herein shall not be triggered or imposed to such development. The Cost Recovery shall be in addition to any offsite street impact fees required by the Rifle Municipal Code and the Rifle Public Works Manual.
 - ii. Payment and Calculation of Cost Recovery. The Cost Recovery shall be payable prior to recording a final plat or issuance of a building permit on that portion of the King's Crown Property that must directly access the Fairway Avenue Extension, by easement or otherwise, and shall be determined as follows: As part of the application for Preliminary Plan or Site Plan approval for development, King Homes or its successor in interest will prepare a traffic study setting forth the number of average daily vehicle trips ("ADT") for its proposed development. The Cost Recovery obligation applied to King Homes or its successor will be the percentage of that portion of the King's Crown Property ADT in relation to the total ADT originating from properties

utilizing the Fairway Avenue Extension upon complete build-out of such properties. The traffic study will establish the properties utilizing the Fairway Avenue Extension and it is currently estimated that those properties will include Queens Crown, Knollridge, Palomino Park, the Bailey Property and the Lambert Property. The number of existing, pre-development ADT originating on the King's Crown Property will be subtracted from the total ADT associated with the new development for the purpose of determining the Cost Recovery since that existing, pre-development ADT does not need to utilize the Fairway Avenue Extension as a condition of development. The amount of Cost Recovery owed by King Homes or its successor will be based on its percentage multiplied by the final costs for design and construction of the Fairway Avenue Extension. The Cost Recovery obligation shall terminate ten (10) years from the date of this Agreement unless the City opts to extend the Cost Recovery an additional five (5) as set forth in Paragraph 5(b)(iii) of the Annexation Agreement, in which case the Cost Recovery will terminate fifteen (15) years from the date of this Agreement.

3. Vacation of Existing Fairway Avenue Right-of-Way. Upon the completion of the construction of the Fairway Avenue Extension and the recordation of any necessary correction deeds, the City shall consider an ordinance to vacate the existing Fairway Avenue right-of-way lying south of the Fairway Avenue Extension along the western boundary of the Kings Crown Property as shown on Exhibit B attached hereto and incorporated herein by this reference; provided, however, the parties agree that the City shall reserve adequate utility easements for all utilities located along the existing Fairway Avenue corridor, including drainage improvements to be installed with the construction of Fairway Avenue discussed in Section 4 below.

4. Fairway Avenue Drainage Improvements. The design plans for Fairway Avenue contain certain drainage improvements to be constructed on the King's Crown Property are shown on Exhibit C attached hereto and incorporated herein by this reference, as such plans may be amended with the final design (the "Drainage Improvements"). Because the City's reservation of easements with the vacation of the Existing Fairway Avenue Right-of-Way does not incorporate all of the Drainage Improvements, King Homes agrees to convey to the City a ten foot (10') wide drainage easement as shown on Exhibit C for such Drainage Improvements simultaneously with the execution of this Agreement. The City agrees that it shall be responsible for operation, maintenance, repair, and replacement of the Drainage Improvements. The northerly 150 feet of such easement shall be for underground drainage structures only and no open ditch or swale drainage structures shall be permitted in that northerly 150 feet. If the remainder of the drainage structure in this easement is an open ditch or swale, it shall be constructed and maintained to prevent growth of vegetation obstructing the flow of water with an impenetrable weed barrier such as Permalon Barrier L-30, or equivalent. The east side and north side of any open drainage structure shall be bermed and maintained in a manner to prevent incidental flooding of the Kings Crown Property. The parties acknowledge that the 24' Access Road shown on Exhibit C is for descriptive purposes only and any access onto Fairway Avenue shall only be granted through a site plan process associated with a development proposal on the Kings Crown Property.

5. Binding Effect. The covenants, agreements, representations, and warranties contained herein shall extend to and be obligatory upon the successors and assigns of the respective parties hereto.

6. Waiver of Defects. In executing this Agreement, King Homes waives all objections it may have over defects, if any, in the form of this Agreement, the formalities for execution, concerning the power of the City to impose conditions on King Homes as set forth herein or over the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

7. 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.

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

9. 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 Rifle Municipal Code and ordinances and the laws of the State of Colorado, and that King Homes, when dealing with the City, acts at its own risk as to any representation or undertaking by the City or its officers or agents, or their designees, which is subsequently held unlawful by a court of law, which is in accordance with the laws of the State of Colorado; provided, however, that this paragraph shall not be construed to limit the rights and remedies of the parties otherwise provided by law, including under equitable doctrines of estoppel and the like.

10. Attorney Fees; Survival; Mediation. Should this Agreement become the subject of litigation between the City and King Homes, the prevailing party shall be awarded attorneys' fees and costs of suit actually incurred, including expert witness fees; provided, however, the parties agree to first participate in non-binding mediation in Garfield County, Colorado to resolve any dispute where each party pays its own expenses and equally shares the cost of the mediator.

11. Counterparts. This Agreement may be executed in duplicate original counterparts, each of which shall constitute an original but all of which shall constitute one and the same document.

12. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement.

13. 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.

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

KING HOMES, LLC:

By _____
Name _____
Title _____

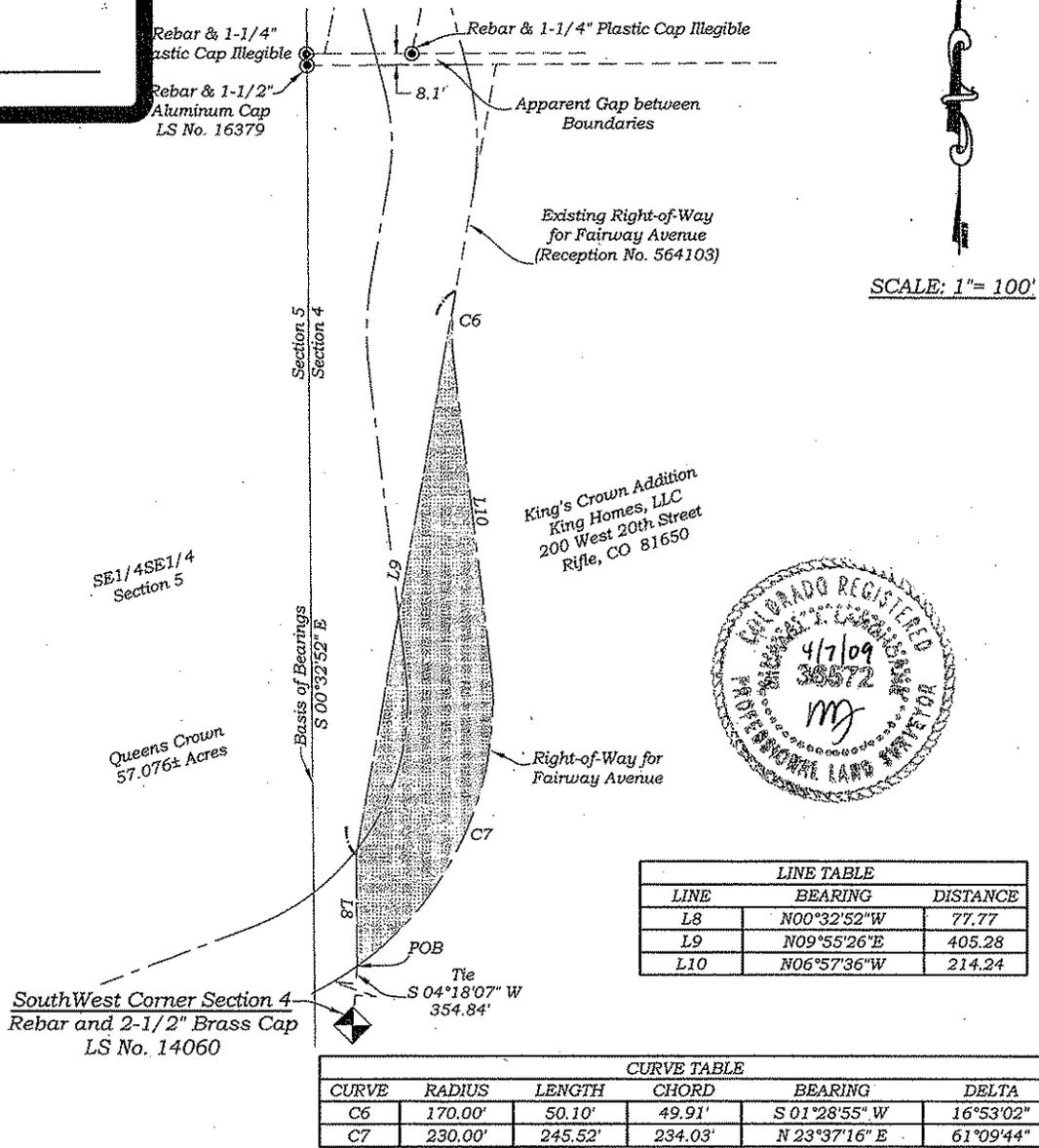
[Notaries on following page]

EXHIBIT

tabbles

A

RIGHT-OF-WAY EXHIBIT



LINE TABLE		
LINE	BEARING	DISTANCE
L8	N00°32'52"W	77.77
L9	N09°55'26"E	405.28
L10	N06°57'36"W	214.24

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C6	170.00'	50.10'	49.91'	S 01°28'55" W	16°53'02"
C7	230.00'	245.52'	234.03'	N 23°37'16" E	61°09'44"

RIGHT-OF-WAY DESCRIPTION

A PARCEL OF LAND FOR THE PURPOSE OF A RIGHT-OF-WAY FOR FAIRWAY AVENUE SITUATE IN THE SW1/4SW1/4 OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF RIFLE, COUNTY OF GARFIELD, STATE OF COLORADO. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 4, A REBAR AND 2 1/2" BRASS CAP LS NO. 14060 IN PLACE; THENCE N04°18'07"E 354.84 FEET TO A POINT ON THE EASTERLY LINE OF THE EXISTING RIGHT-OF-WAY FOR FAIRWAY AVENUE AS SHOWN ON THE KINGS CROWN ADDITION, EASEMENT REDEDICATION PLAT, RECEPTION NO. 564103 AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDERS OFFICE, THE TRUE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY LINE N00°32'52"W 77.77 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE N09°55'26"E 405.28 FEET, (WHENCE THE SOUTH 1/16 CORNER BETWEEN SECTIONS 4 & 5, A 3 1/4" ALUMINUM CAP LS NO. 29030 IN PLACE BEARS N12°14'45"W 511.26 FEET); THENCE DEPARTING SAID EASTERLY LINE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 170.00 FEET, AN ARC LENGTH OF 50.10 FEET, CHORD BEARS S01°28'55"W 49.91 FEET; THENCE S06°57'36"E 214.24 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 230.00 FEET, AN ARC LENGTH OF 245.52 FEET, CHORD BEARS S23°37'16"W 234.03 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINING 0.506 ACRES, MORE OR LESS.

2000
 1650
 380
 2773

BOOKCLIFF
Survey Services, Inc.

DATE: APRIL 7, 2009

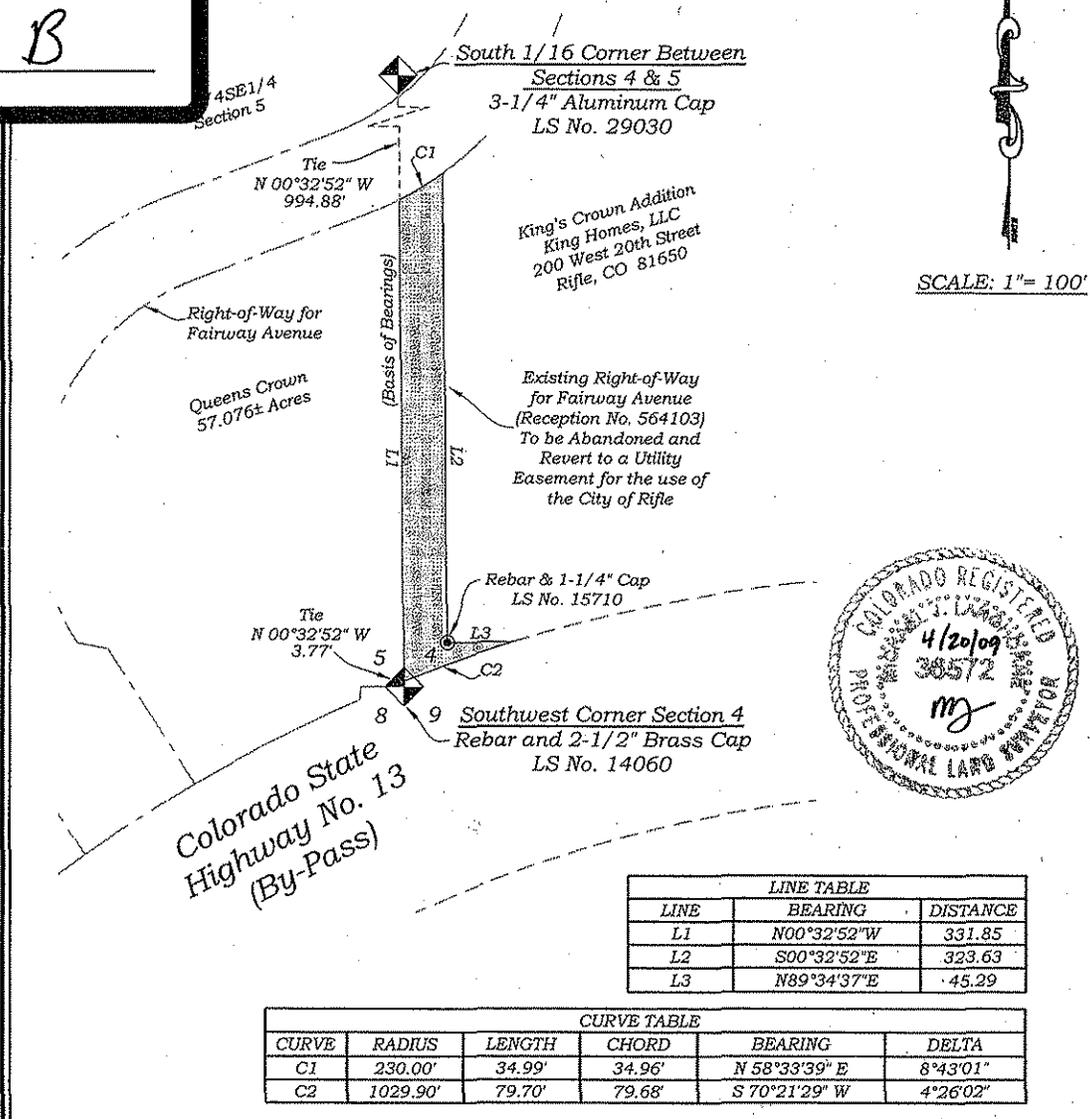
JOB NO: 07124-01

JOB NO: KINGS CROWN

EXHIBIT

B

RIGHT-OF-WAY EXHIBIT



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°32'52"W	331.85
L2	S00°32'52"E	323.63
L3	N89°34'37"E	45.29

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	230.00'	34.99'	34.96'	N 58°33'39" E	8°43'01"
C2	1029.90'	79.70'	79.68'	S 70°21'29" W	4°26'02"

RIGHT-OF-WAY DESCRIPTION

A PARCEL OF LAND FOR THE PURPOSE OF A UTILITY EASEMENT AND RIGHT-OF-WAY VACATION FOR FAIRWAY AVENUE SITUATE IN THE SW1/4SW1/4 OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF RIFLE, COUNTY OF GARFIELD, STATE OF COLORADO. ALL BEARINGS RELATIVE TO A BEARING OF S00°32'52"E BETWEEN THE SOUTH 1/16 CORNER BETWEEN SECTIONS 4 & 5, A 3-1/4" ALUMINUM CAP LS NO. 29030 AND THE SOUTHWEST CORNER OF SECTION 4, A REBAR AND 2-1/2" BRASS CAP LS NO. 14060. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 4, A REBAR AND 2 1/2" BRASS CAP LS NO. 14060 IN PLACE; THENCE N00°32'52"W 3.77 FEET ALONG THE WESTERLY LINE OF THE SW1/4SW1/4 SECTION 4, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF COLORADO STATE HIGHWAY NO. 13, THE TRUE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY AND CONTINUING ALONG SAID WESTERLY LINE N00°32'52"W 331.85 FEET; THENCE DEPARTING SAID WESTERLY LINE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 230.00 FEET, AN ARC LENGTH OF 34.99 FEET, CHORD BEARS N58°33'39"E 34.96 FEET TO A POINT ON THE EASTERLY LINE OF THE EXISTING RIGHT-OF-WAY FOR FAIRWAY AVENUE AS SHOWN ON THE KINGS CROWN ADDITION, EASEMENT REDEDICATION PLAT, RECEPTION NO. 564103 AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDERS OFFICE; THENCE ALONG SAID EASTERLY LINE S00°32'52"E 323.63 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 13 AS SHOWN ON SAID KINGS CROWN ADDITION, EASEMENT REDEDICATION PLAT; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE N89°34'37"E 45.29 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1029.90 FEET, AN ARC LENGTH OF 79.70 FEET, CHORD BEARS S70°21'29"W 79.68 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINING 0.238 ACRES, MORE OR LESS.

DATE: APRIL 16, 2009

JOB NO: 07124-01

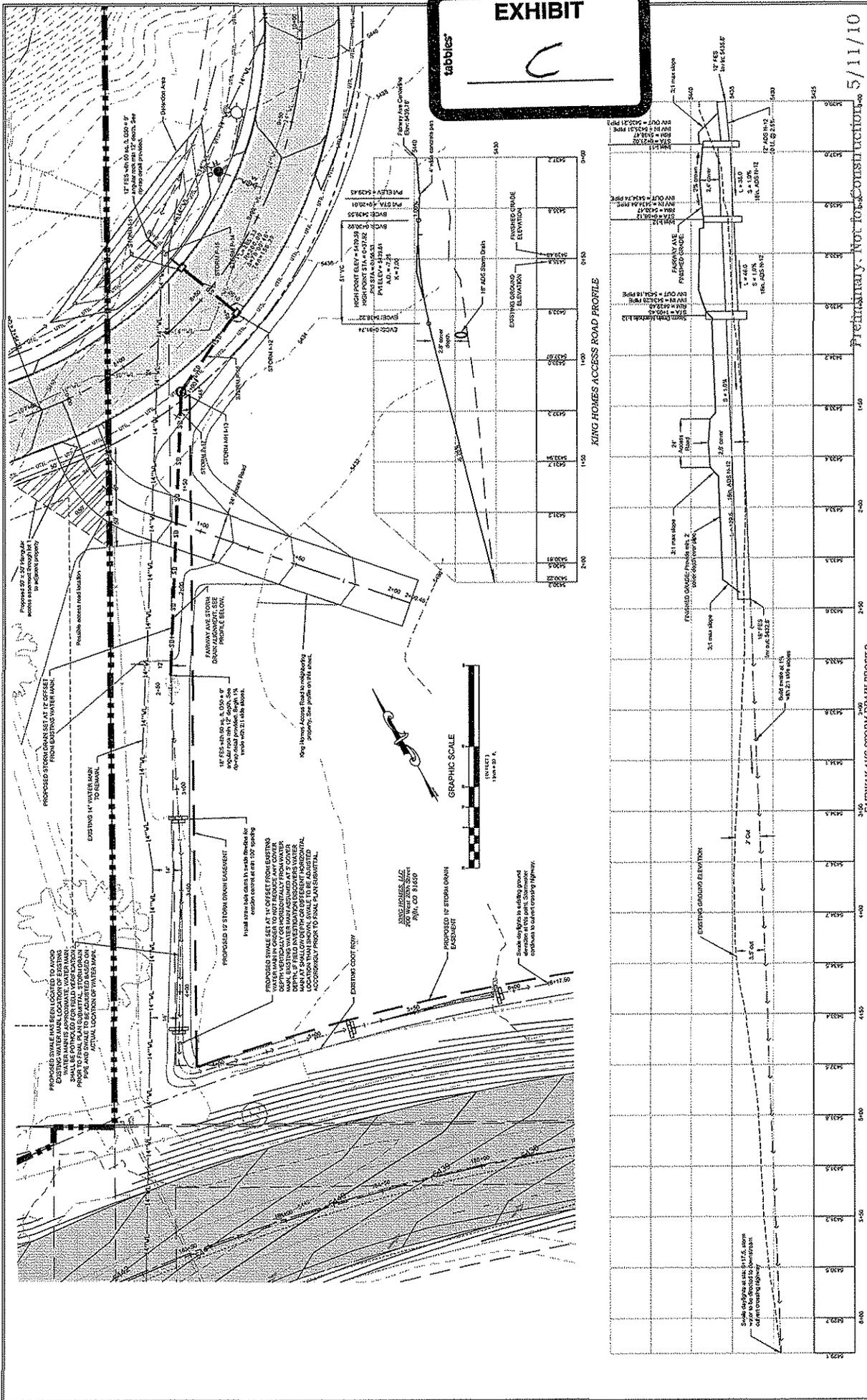
KINGS CROWN

JOB NO: ROW VACATION

3675 S. Hwy 130
 Rifle, Colorado 81650
 Phone (970) 625-1330
 Fax (970) 625-2773

BOOKCLIFF
 Survey Services, Inc.

tabbles' **EXHIBIT C**



PRELIMINARY - NOT FOR CONSTRUCTION 5/11/10
FAIRWAY AVE STORM DRAIN PROFILE
 The Owner is to verify the location of all existing utilities and structures before construction.
 This drawing is to be used for construction purposes only.

By	Date	Appr'd	Date
DESIGN			
CHECK			
DATE APPROVED			

COLORADO RIVER ENGINEERING
 100 Box 100
 P.O. Box 100
 P.O. Box 100
 P.O. Box 100

Hubbed Batch Development, LLC
 100 Box 100
 P.O. Box 100
 P.O. Box 100

Queen's Crown Subdivision
 Queen's Crown Subdivision

SHEET NO. 9B
 PLAN & PROFILE
 FAIRWAY AVE. STORM DRAIN



MEMORANDUM

To: John Hier, City Manager
From: Mike Braaten, Government Affairs Coordinator
Date: May 12, 2011
Re: Ennovate/Energy Performance Contract funding

As was presented and discussed at the May 4th City Council work session, Ennovate, the City's energy performance contractor, has completed the technical energy audit for the City and has identified various energy conservation measures (ECMs) for the City Hall, Justice Center, Public Works O&M building, Parks Maintenance facility and the Senior Center.

The recommendations include the following ECMs for the following buildings:

ECMs	City Hall	Justice Center	Public Works	Parks	Senior Center
Lighting upgrades	X	x	x		x
Lighting Occupancy Sensors	X	x	x	x	x
Condensing Boilers	X				x
Destratification Fans	X	x		x	x
Retro-commissioning	X	x		x	
Controls	X	x		x	x
Window Solar Film	X				
Vending Misers	X				x

Total cost of all improvements is \$380,851, which is reduced to a total net cost of \$327,559 after Xcel rebates and the Encana Boiler grant. Estimated annualized savings (utility, operational and cost avoidance averaged over the 10 year span) is \$46,038.

If Council approves moving forward with the project, The City has the option paying for the improvements outright or financing the project through a 10-year lease-purchase at a 4.5% APR (actual APR may vary) for an estimated annual payment of \$41,147. The final costs are subject to change until we are under contract with Ennovate as costs may vary due to market commodity fluctuations or equipment price increases, among other factors.

Staff is seeking direction from Council on how to proceed with the project. If Council chooses not to move forward with the energy performance contract, the City is responsible to pay Ennovate \$6,694.00, the cost of the developing the technical energy audit.

(Attachments: Total Project Scope and Cash Flow)

Total Project Scope

ECM / FIM Description	City Hall	Sr Ctr	Just Ctr	ParksMain	O & M	Pre Rebate Price	ECM Specific Rebate	Post ECM Specific Rebate Price	Utility Savings	Operational Savings	Annualized Capital Cost Avoidance	Total Savings	Utility & Operational Payback (Yrs)
Lighting						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Lighting Upgrade	A	A	A		A	\$ 58,915	\$ (8,313)	\$ 50,602	\$ 7,389	\$ 985	\$ -	\$ 8,374	7
Lighting Occupancy Sensors	A	A	A	A	A	\$ 30,930	\$ -	\$ 30,930	\$ 1,770	\$ 502	\$ -	\$ 2,272	14
Condensing Hot Water Boilers (& DHW)	A	A				\$ 116,515	\$ -	\$ 116,515	\$ 823	\$ 2,800	\$ 11,911	\$ 15,534	32
Destratification Fans	A	A	A	A		\$ 13,607	\$ -	\$ 13,607	\$ 474	\$ -	\$ -	\$ 474	29
Window Solar Film Tinting	A					\$ 12,756	\$ -	\$ 12,756	\$ 433	\$ -	\$ -	\$ 433	29
Control System						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Programmable Thermostats		A				\$ 2,211	\$ -	\$ 2,211	\$ -	\$ -	\$ -	\$ -	-
DDC System Upgrade	A		A	A		\$ 99,755	\$ -	\$ 99,755	\$ 5,954	\$ 1,425	\$ -	\$ 7,379	14
Retro Commissioning	A		A	A		\$ 44,648	\$ -	\$ 44,648	\$ 5,954	\$ -	\$ -	\$ 5,954	7
Solar						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Solar Photovoltaic Awnings						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Vending Misers	A	A				\$ 1,514	\$ -	\$ 1,514	\$ 174	\$ -	\$ -	\$ 174	9
SubTotals						\$ 380,851	\$ (8,313)	\$ 372,538	\$ 22,971	\$ 5,713	\$ 11,911	\$ 40,594	13
Grants and Rebates						\$ (53,292)							
Totals						\$ 327,559	\$ (8,313)	\$ 319,246	\$ 22,971	\$ 5,713	\$ 11,911	\$ 40,594	11

Cash Flow

Estimated Annual Cash Flow

Performance Year	0	1	2	3	4	5	6	7	8	9	10
Payment Summary											
Retrofit Payment	\$0	(\$41,147)	(\$41,147)	(\$41,147)	(\$41,147)	(\$41,147)	(\$41,147)	(\$41,147)	(\$41,147)	(\$41,147)	(\$41,147)
Ongoing Support Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Payments:	\$0	(\$41,147)									
Savings Summary											
Utility Savings	\$11,485	\$22,971	\$23,889	\$24,845	\$25,839	\$26,872	\$27,947	\$29,065	\$30,228	\$31,437	\$32,694
Operational Savings	\$2,856	\$5,713	\$5,884	\$6,060	\$6,242	\$6,430	\$6,622	\$6,821	\$7,026	\$7,237	\$7,454
Avoided Capital Savings	\$0	\$11,911	\$11,911	\$11,911	\$11,911	\$11,911	\$11,911	\$11,911	\$11,911	\$11,911	\$11,911
Total Savings:	\$14,342	\$40,594	\$41,685	\$42,817	\$43,992	\$45,213	\$46,481	\$47,797	\$49,165	\$50,585	\$52,059
Guaranteed Utility Savings	\$0	\$20,673	\$21,500	\$22,360	\$23,255	\$24,185	\$25,152	\$26,159	\$27,205	\$28,293	\$29,425
Rebates											
ECM Specific Rebates	\$0	\$3,868	\$3,868	\$3,868	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Rebates:	\$0	\$3,868	\$3,868	\$3,868	\$0						
Grants											
Grants and Rebates	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Grants	\$50,000	\$0									
Capital Contribution	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Cash Flow	\$64,342	\$3,316	\$2,017	\$3,054	\$262	\$1,379	\$2,540	\$3,744	\$4,995	\$6,294	\$7,643
Annual Cash Flow:	\$64,342	\$3,316	\$2,017	\$3,054	\$262	\$1,379	\$2,540	\$3,744	\$4,995	\$6,294	\$7,643
Accumulative Cash Flow:	\$64,342	\$67,658	\$69,675	\$72,729	\$72,991	\$74,370	\$76,910	\$80,654	\$85,649	\$91,944	\$99,587

Based on: 4.5% APR, 4% Energy Escalation and 3% Inflation

CITY OF RIFLE, COLORADO
ORDINANCE NO. 3
SERIES OF 2011

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO AMENDING
CHAPTER 6, ARTICLE VIII OF THE RIFLE MUNICIPAL CODE TO
ESTABLISH A MEDICAL MARIJUANA LOCAL LICENSING AUTHORITY.

WHEREAS, on November 7, 2000, the voters of the State of Colorado approved Amendment 20 that added Section 14 of Article 18 to the Colorado Constitution and created a limited exception from criminal liability under Colorado law for persons who are in need of marijuana for specified medical purposes and who obtain and use medical marijuana under specified circumstances described in Amendment 20; and

WHEREAS, the City of Rifle has responded with the adoption of Ordinance No. 33, Series of 2009, and Ordinance No. 9, Series of 2010, which ordinances created permitting regimes for medical marijuana dispensaries; and

WHEREAS, by passage of House Bill 10-1284, the Colorado legislature adopted the Colorado Medical Marijuana Code at §§12-43.3-101, *et seq.*, C.R.S. (“CMMC”) and amendments to the fee collection and patient registry provisions at §25-1.5-106, C.R.S., among other items; and

WHEREAS, the CMMC adopts a state licensing regime for medical marijuana and provides for dual state and local licensing of medical marijuana effective July 1, 2011 for those local governments adopting licensing regulations prior to that date; and

WHEREAS, the City Council finds that there are significant benefits to local licensing and regulation of medical marijuana related to enforcement, fee and penalty collection, and general oversight of the industry in the interest of the public, health and safety of the citizens of Rifle; and

WHEREAS, the passage of the CMMC and related legislation and rulemakings also creates a need to update Rifle’s existing medical marijuana regulations to match the terminology and processes used by the state; and

WHEREAS, the Rifle City Council finds and determined that Chapter 6, Article VIII of the Rifle Municipal Code should be amended to comply with the CMMC accordingly.

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

Section 1. The aforementioned recitals are hereby fully incorporated herein.

Section 2. Article VIII of Chapter 6 of the Rifle Municipal Code is hereby amended to read as follows, with additions shown in underlined text and deletions in strike-through text.

Chapter 6 Business Licenses

Article VIII

Medical Marijuana ~~Dispensaries and Cultivation Operations~~

6-8-10. Definitions.

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

Amendment 20 means a voter-initiated amendment to the Colorado Constitution adopted November 7, 2000 adding §14 of Article 18 to the Colorado Constitution.

Colorado Medical Marijuana Code means Article 43.3 of Title 12, C.R.S., as may be amended.

Cultivation means the process by which a person promotes the germination and growth of a seed to a mature marijuana plant.

Good cause (for the purpose of refusing or denying a permitlicense renewal under this Article) means: (1) the permitteelicensee has violated, does not meet, or has failed to comply with any of the terms, conditions or provisions of this Article and any rule and regulation promulgated pursuant to this Article; (2) the permitteelicensee has failed to comply with any special terms or conditions that were placed on its permitlicense at the time the permitlicense was issued, or that were placed on its permitlicense in prior disciplinary proceedings or that arose in the context of potential disciplinary proceedings; or (3) the permitteelicensee's medical marijuana dispensarycenter, cultivation operation, or infused products manufacturer premises has been operated in a manner that adversely affects the public health, welfare or safety of the immediate neighborhood in which the medical marijuana dispensarycenter, cultivation operation, or infused products manufacturer premises is located. Evidence to support a finding of good cause may include: (i) a continuing pattern of offenses against the public peace, as defined in Chapter 10 of this Code; (ii) a continuing pattern of drug-related criminal conduct within the premises of the medical marijuana dispensarycenter, cultivation operation, or infused products manufacturer or in the immediate area surrounding the medical marijuana dispensarycenter, cultivation operation, or infused products manufacturer; or (iii) a continuing pattern of criminal conduct directly related to or arising from the operation of the medical marijuana dispensarycenter, cultivation operation, or infused products manufacturer.

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

~~*Medical marijuana dispensary or dispensary* means to distribute, transmit, give, dispense or otherwise provide marijuana in any manner to patients or primary care givers in accordance with Amendment 20, and the implementing state statutes and administrative regulations, as they may be amended.~~

Local license means a license granted by the local licensing authority pursuant to this Article and in accordance with state law.

Licensee means a person licensed pursuant to this Article.

Local Licensing Authority means the City Manager.

Marijuana shall have the same meaning as “usable form of marijuana” as set forth in Amendment 20, or as may be more fully defined in any applicable law or regulation.

Medical marijuana center shall have the same meaning as set forth at C.R.S. §12-43.3.-104(8), as may be amended.

Medical marijuana infused products shall have the same meaning as set forth at C.R.S. §12-43.3.-104(9), as may be amended.

Medical marijuana infused products manufacturer shall have the same meaning as set forth at C.R.S. §12-43.3.-104(10) for medical marijuana infused products manufacturer, as may be amended.

Medical use shall have the same meaning as is set forth in Article XVIII, Sec. 14(1)(b) of the Colorado Constitution, or as may be more full defined in any applicable state law or regulation.

Optional premises shall have the same meaning as set forth at C.R.S. §12-43.3.-104(11), as may be amended.

~~*Optional premises cultivation operation or cultivation operation* means the growing, cultivation, or processing of medical marijuana in excess of six (6) plants allowed by Amendment 20.~~

~~*Medical marijuana-infused products manufacturing operation* means the manufacture of products infused with medical marijuana that are intended for use or consumption other than by smoking, including but not limited to edible products, ointments, and tinctures shall have the same meaning as set forth at C.R.S. §12-43.3.-104(12), as may be amended.~~

Patient has the meaning provided in Amendment 20-, or as may be more full defined in

any applicable state law or regulation.

~~Permit means a permit to operate a medical marijuana dispensary or cultivation operation issued by the City pursuant to this Article.~~

~~Permittee means the person to whom a permit has been issued pursuant to this Article.~~

Primary ~~Caregiver~~caregiver has the meaning provided in Amendment 20-

~~City Manager means the City Manager of the City, or as may be more fully defined in any applicable state law or designee regulation.~~

(b) In addition to the definitions provided in subsection (a) of this Section, the other defined terms in Amendment 20 and C.R.S. §12-43.3-104 are incorporated into this Article by reference.

6-8-20. ~~Permit Required.~~ Applicability of Provisions.

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

~~6-8-30. — In addition to any other rules or laws which may be applicable, this Article shall govern all licensing proceedings before the Medical Marijuana Enforcement Division. Unless superseded by this Article, the provisions of §§12-43.3-101, et seq., 25-1.5-106, 25-5-403, 16-2.5-121, 16-2.5-124.5, 24-72-202(6)(b), and 39-26-726, C.R.S., as may be amended, and 1 C.C.R. §212, as may be amended, shall apply to medical marijuana licenses. A violation of any of the state regulations incorporated herein shall be deemed a violation of this Article subject to the penalty provisions of Section 6-8-180 of this Code.~~

6-8-30. Designation of Local Licensing Authority.

(a) For purposes of this Article, the Local Licensing Authority for the City shall be the City Manager.

(b) The City Clerk shall assist the Local Licensing Authority by receiving all applications, coordinating with other City officers and departments when relevant, scheduling required public hearings and exercising his or her discretion in forwarding renewals, change of ownership and employment notices, and other licensing related requests to the Local Licensing Authority.

6-8-40. Application for ~~Permit~~License.

(a) A person seeking to obtain a permitlicense pursuant to this Article shall file an application with the ~~City Manager~~Local Licensing Authority. The form of the application shall

be provided by the ~~City Manager~~Local Licensing Authority.

(b) An application for a ~~permit~~local license under this Article shall contain the following ~~information~~:

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

(c) Applications deemed complete shall be processed by the ~~City Manager~~Local Licensing Authority in order of receipt and incomplete applications will be rejected.

6-8-~~40.50.~~ Application Fee.

An applicant shall pay to the City a non-refundable application fee to pick up an application and to file the application to cover the administrative costs of producing and processing the application. The amount of the application fees are set forth in Appendix A and may be amended by resolution of the City Council. An applicant shall further pay for the required background investigation as set forth in Appendix A and the actual cost of being fingerprinted and any outside professional costs incurred by the City related to the application.

6-8-~~50.60.~~ Location Requirements.

No medical marijuana ~~businesscenter, optional premises cultivation operation, or infused products manufacturer~~ shall be established except in accordance with the following location requirements:

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

(2) ~~Medical marijuana dispensary.~~

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

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

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

~~(3)~~ ~~center. Distance shall be calculated using the standard established in the Colorado Medical marijuanaMarijuana Code.~~

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

~~(4) Medical marijuana infused products manufacturing operation.~~

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

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

~~(6) No medical marijuana center, optional premises cultivation operation, or infused products manufacturer shall be located within 500 feet of a school, an alcohol or drug treatment facility, or a residential child care facility. Distance shall be calculated using the standard established in the Colorado Medical Marijuana Code.~~

~~6-8-6070. Denial of Permit License.~~

~~(a) The City Manager Local Licensing Authority shall deny an application for a permit under this Article, if the City Manager Local Licensing Authority determines that:~~

~~(1) Information contained in the application or supplemental information requested from the applicant is found to be false in any material respect; or~~

~~(2) The application fails to meet any of the standards set forth in Section 6-8-5060.~~

~~(b) The City Manager Local Licensing Authority may deny an application if the~~

applicant or any owner of an applicant business has previously been convicted of a felony violation within the past five years.

(c) If an application is denied, the application fee shall not be refunded.

6-8-~~7080~~. Decision by City Manager Local Licensing Authority.

(a) The City Manager Local Licensing Authority shall approve, deny, or conditionally approve an application within forty five (45) days of the receipt of the completed application, unless, by written notice to the applicant, the decision period is extended for an additional ten (10) days if necessary for the City Manager Local Licensing Authority to complete the review of the application or other such time to complete the background investigation.

(b) If an applicant is denied, the City Manager Local Licensing Authority shall clearly set forth in writing the grounds for denial.

(c) The City Manager Local Licensing Authority shall have the authority to impose such reasonable terms and conditions on a permit license as may be necessary to protect the public health, safety and welfare, and to obtain compliance with the requirements of this Article and applicable law. In the event an application is conditionally approved, the City Manager Local Licensing Authority shall clearly set forth in writing the conditions of approval.

6-8-~~8090~~. Notice of Decision.

The City Manager Local Licensing Authority shall notify the applicant of the decision on the application by mailing a copy of the City Manger's decision to the applicant by regular mail, postage prepaid, at the address shown in the application. Notice is deemed to have been properly given upon mailing.

6-8-~~90.100~~. Appeal of Permit License Decision.

(a) An applicant has the right to appeal the City Manager Local Licensing Authority's denial or conditional approval of an application to the City Council by filing a written request with the City Manager Clerk within twenty (20) days of the date of the notice of the decision described in Section 6-8-~~80100~~ of this Code. An appealing applicant shall pay the appeal fee set forth in Appendix A and reimburse the City for any outside professional costs incurred by the City related to the appeal.

(b) The applicant shall be provided with not less than ten (10) days' prior written notice of an appeal hearing to be held by the City Council.

(c) The burden of proof in an appeal filed under this Section shall be on the applicant.

(d) Any decision made by the City Council pursuant to this Section shall be a final decision and may be appealed to the district court pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure. The applicant's failure to timely appeal the decision shall be a waiver of the applicant's right to contest the denial or conditional approval of the application.

6-8-~~100.~~ ~~Permit~~110. License.

(a) A permitlicense shall contain the following information:

(1) The name of the permitteelicensee;

(2) The date of the issuance of the permitlicense;

(3) The address at which the permitteelicensee is authorized to operate the medical marijuana businesscenter, optional premises cultivation operation, or infused products manufacturer;

(4) Any special conditions of approval imposed upon the permitlicense by the City ManagerLocal Licensing Authority, pursuant to Section 6-8-~~7090~~; and

(5) The date of the expiration of the license.

(b) A permitlicense must be signed by both the applicant and the City ManagerLocal Licensing Authority to be valid.

(c) A permitlicense is non-assignable and any attempt to assign a permitlicense voids the permitlicense.

(d) A permitlicense may only be transferred to a different location following the payment of the permitlicense transfer fee set forth in Appendix A, submitting the application materials and complying with the requirements relevant to location and structures contained in this Article, and approval of the permitlicense transfer by the City ManagerLocal Licensing Authority following the application process set forth in this Article.

(e) A permitlicense shall be continuously posted in a conspicuous location at the medical ~~medical~~-marijuana businesscenter, cultivation operation, or infused products manufacturer.

6-8-~~110~~120. Duration of PermitLicense; Renewal.

(a) Each permitlicense issued pursuant to this Article shall be valid for one (1) year from the ~~-date~~ of issuance, and may be renewed as provided in this Section.

(b) An application for the renewal of an existing permitlicense shall be made to the

~~City Manager~~Local Licensing Authority not less than forty five (45) days prior to the date of expiration. No application for renewal shall be accepted by the ~~City Manager~~Local Licensing Authority after such date.

(c) The provisions of Sections 6-8-~~3040~~ through 6-8-~~90100~~, inclusive, shall apply to the processing of an application to renew a ~~permit~~license unless specifically waived by the ~~City Manager~~Local Licensing Authority based upon no changed circumstances. The timely filing of a renewal application shall extend the current ~~permit~~license until a final decision is made on the renewal application, including any appeal of the ~~City Manager~~Local Licensing Authority's decision to the City Council.

(d) The applicant shall at the time of an application to renew a ~~permit~~license not be delinquent on any applicable City's fees or taxes.

(e) At the time of the filing of an application for the renewal of an existing ~~permit~~license the applicant shall pay a renewal fee in an amount set forth in Appendix A which may be amended by resolution of the City Council.

(f) If an applicant holding a valid ~~permit~~license in the Central Business District wishing to renew the ~~permit~~license submits a timely renewal application, that applicant shall receive first review and approval priority regardless of other submitted applications for that district under the limitations set forth in Section 6-8-~~5060~~(3). If the applicant allows the ~~permit~~license to expire before submitting a renewal application or the renewal application is denied, that ~~permit~~license shall be open to new applicants on a first come, first served basis

(g) The ~~City Manager~~Local Licensing Authority may refuse to renew a ~~permit~~license for good cause.

6-8-~~120130~~. Duties of ~~Permittee~~Licensee.

It is the duty and obligation of each ~~permittee~~licensee to do the following:

(1) Comply with all of the terms and conditions of the ~~permit~~license, and any special conditions on the ~~permit~~license imposed by the ~~City Manager~~Local Licensing Authority, pursuant to Section 6-8-~~7080~~.

(2) Comply with all of the requirements of this Article;

(3) Comply with all other applicable City ordinances;

(4) Comply with all state laws and administrative regulations pertaining to the medical use of marijuana, including, but not limited to, Amendment 20; Section 18-18-406.3, C.R.S.; and the administrative regulations issued by the Colorado Department of Public Health and Environment found at 5 CCR 1006-2, all as amended from time to

time.

(5) Permit inspection of its records and operation by the ~~City Manager~~Local Licensing Authority for the purpose of determining the ~~permittee~~licensee's compliance with the terms and conditions of the ~~permit~~license and this Article; provided, however, that confidentiality of patient records shall be maintained pursuant to state law.

6-8-~~130140~~. Suspension or Revocation of ~~Permit~~License.

(a) A ~~permit~~license issued pursuant to this Article may be suspended or revoked by the ~~City Manager~~Local Licensing Authority for the following reasons:

(1) Fraud, misrepresentation, or a false statement of material fact contained in the ~~permit~~license application;

(2) A violation of any City, state, or federal law or regulation, other than a federal law or regulation concerning the possession, sale or distribution of marijuana that conflicts with Amendment 20;

(3) A violation of any of the terms and conditions of the ~~permit~~license, including any special conditions of approval imposed upon the ~~permit~~license by the ~~City Manager~~Local Licensing Authority pursuant to Section 6-8-~~70;80~~;

(4) A violation of any of the provisions of this Article;

(5) Operations have ceased at the medical marijuana ~~businesscenter, optional premises cultivation operation, or infused products manufacturer~~ for more than thirty (30) days, including during a change of ownership of the ~~dispensarycenter, cultivation operation, or infused products manufacturer~~; or

(6) Ownership of the medical marijuana ~~businesscenter, cultivation operation, or infused products manufacturer~~ has been transferred without the new owner obtaining a ~~permit~~license pursuant to this Article.

(b) In connection with the suspension of a ~~permit~~license, the ~~City Manager~~Local Licensing Authority may impose reasonable conditions.

(c) The ~~City Manager~~Local Licensing Authority shall notify the ~~permittee~~licensee of the decision to suspend or revoke the ~~permit~~license within three (3) business days of rendering the decision. Notice shall be given pursuant to the procedure established in Section 6-8-~~8090~~.

(d) No suspension or revocation shall be final until the ~~permittee~~licensee has been given the ——— opportunity for a hearing to address the suspension or revocation. The ~~permittee~~licensee has the right to appeal the City Manger's suspension or revocation to the City

Council by filing a written request with the ~~City Manager~~Local Licensing Authority within twenty (20) days of the date of the Notice of Decision issued by the ~~City Manager~~Local Licensing Authority, as described in Section 6-8-~~8090~~ above. The process for appeal of a suspension or revocation shall be as set forth in Section 6-8-~~90100~~ of this Code.

6-8-150. Operation of medical marijuana ~~dispensary~~center.

(a) No marijuana may be sold, given away or transferred at a medical marijuana ~~dispensary~~center, except to patients and to primary caregivers.

(b) A medical marijuana ~~dispensary~~center may open no earlier than 7:00 a.m. and shall close no later than 7:00 p.m. the same day. A medical marijuana ~~dispensary~~center may be open seven (7) days a week.

(c) All signage for a medical marijuana ~~dispensary~~center shall comply with the requirements of Chapter 16, Article VIII of this Code. No signage associated with medical marijuana ~~dispensaries~~centers shall use the word "marijuana," "cannabis" or any other word or phrase commonly understood to refer to marijuana unless such word or phrase is immediately preceded by the word "medical."

(d) The growing, cultivation or processing of marijuana on or within the premises of a medical marijuana ~~dispensary~~center is prohibited.

(e) The sale or consumption of an alcoholic beverage within a medical marijuana ~~dispensary~~center is prohibited.

(f) No person under the age of eighteen (18) shall be allowed in any portion of a medical marijuana ~~dispensary~~center.

(g) Each ~~permitted~~licensee shall maintain an accurate and complete record of all marijuana sold or dispensed at the medical marijuana ~~dispensary~~center with the following information, and which shall be made available to the City upon demand:

- (1) The quantity of medical marijuana dispensed in each transaction;
- (2) The date and time the marijuana was sold or dispensed; and
- (3) The total amount paid per transaction for all goods and services provided.

(h) A ~~permitted~~licensee shall provide adequate security on the premises of a medical marijuana ~~dispensary~~center including, but not limited to, the following:

- (1) A locking safe or secure vault permanently affixed to or built into the premises that is suitable for storage of all of the saleable inventory of marijuana;

- (2) Security surveillance cameras with back-up power operating at all times installed to monitor the main entrance to discourage and to facilitate the reporting of criminal acts and nuisance activities occurring at the premises;
- (3) Burglar alarm systems professionally monitored and maintained in good working condition.

(i) The medical marijuana dispensarycenter premises shall be adequately ventilated so that adjacent properties are not impacted by odors.

(j) No vending machines, drive-ups or unsupervised sales.

(k) No onsite consumption of marijuana shall be permittedlicensed on the premises.

(l) Only merchandise related to the medical marijuana dispensarycenter and the provision of care to patients is allowed to be sold in a medical marijuana dispensarycenter.

6-8-160. Operation of medical marijuana optional premises cultivation operation.

(a) No retail sale of marijuana may occur at a medical marijuana optional premises cultivation operation.

(b) Any signage for a medical marijuana optional premises cultivation operation shall comply with the requirements of Chapter 16, Article VIII of this Code. No signage shall use the word "marijuana," "cannabis" or any other word or phrase commonly understood to refer to marijuana unless such word or phrase is immediately preceded by the word "medical." In addition, no sign shall contain a graphic/image of any portion of a marijuana plant.

(c) A medical marijuana optional premises cultivation operation must occur indoors and be equipped with a proper ventilation system that filters out the odor of marijuana so that the odor is not capable of being detected by a person with a normal sense of smell at the exterior of the cultivation operation or any adjoining business, parcel or tract of real property.

(d) A medical marijuana optional premises cultivation operation shall be required to have waste, chemical, and bioproduct storage and disposal measures as determined reasonably necessary by the City ManagerLocal Licensing Authority.

6-8-170. Taxes.

Each permittedlicensee shall comply in full with the payment of City sales tax pursuant to Chapter 4 of this Code.

6-8-180. Penalties; Injunctive Relief.

(a) It is a Class A Misdemeanor offense for any person to violate any provision of this Article. Any person convicted of having violated any provision of this Article shall be punished as set forth in Chapter 1, Article IV of this Code.

(b) The operation of a medical marijuana ~~businesscenter, cultivation operation, or infused products manufacturer~~ without a valid ~~permit~~ license issued pursuant to this Article may be enjoined by the City in an action brought in a court of competent jurisdiction. In any case in which the City prevails in a civil action initiated pursuant to this ~~section~~ Section, the City may recover its reasonable attorney fees plus costs of the proceeding.

(c) The remedies provided in this Article VIII are in addition to any other remedy provided by applicable law.

6-8-190. Rules and Regulations.

The ~~City Manager~~ Local Licensing Authority shall have the authority from time to time to adopt, amend, alter and repeal administrative rules and regulations as may be necessary for the proper administration of this Article.

6-8-200. Existing Medical Marijuana ~~Dispensaries~~ Centers.

Any medical marijuana ~~dispensarycenter or cultivation operation~~ having filed for an application for and received a business license and sales tax license as of November 4, 2009, shall be exempt from the location limitations in Section 6-8-~~5060~~, but shall otherwise comply with all provisions of this Article within thirty (30) days of adoption of this Ordinance.

Section 3. If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 4. Appendix A of the Rifle Municipal Code shall be amended to include the following fee schedule:

Code §	Description	Fee
6-8- 4050	Medical marijuana businesscenter, cultivation operation, or infused products manufacturer packet fee	\$50.00
6-8- 4050	Medical marijuana businesscenter, cultivation	\$1,000.00 per

	<u>operation, or infused products manufacturer</u> application filing fee	permit
6-8- 40 50	Background investigation fee per person	\$100.00
6-8- 90 100	Appeal fee	\$250.00
6-8- 100 110(d)	<u>PermitLicense</u> transfer fee	\$500.00 per permit
6-8- 110 120	Medical marijuana <u>businesscenter, cultivation</u> <u>operation, or infused products manufacturer</u> renewal application filing fee	\$850.00 per permit

INTRODUCED on the 18th day of May, 2011, read by title, passed on first reading, and ordered published as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on the 1st day of June, 2011, passed without amendments, approved, and ordered published in full as required by the Charter.

DATED this ____ day of _____, 2011.

CITY OF RIFLE, COLORADO

By _____
 Mayor

ATTEST:

 City Clerk

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 4
SERIES OF 2011**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING
SECTION 2-1-10 OF THE RIFLE MUNICIPAL CODE REGARDING MAIL
BALLOT ELECTIONS.

WHEREAS, Section 2.1 of the Rifle Home Rule Charter states that City elections shall be governed by the Colorado Municipal Election Law except as otherwise provided in the Charter or by ordinance; and

WHEREAS, Section 2-1-10 of the Rifle Municipal Code (“RMC”) provides that all elections shall be held and conducted in accordance with the provisions of Article II of the Charter; and

WHEREAS, the Colorado Municipal Election Code at C.R.S. §31-10-102.7 permits any municipality to provide by ordinance or resolution that it will utilize the requirements of the Uniform Election Code of 1992, articles 1 to 13 of title 1, C.R.S., in lieu of the Municipal Election Code, with respect to any election; and

WHEREAS, the Colorado Uniform Election Code at C.R.S. §1-7.5-104 authorizes the governing body of any political subdivision to determine that an election shall be conducted by mail ballot; and

WHEREAS, voting by mail ballot has become increasingly popular since the adoption of the Rifle Home Rule Charter and RMC election provisions, and the City of Rifle wishes to recognize the convenience and economy of holding an exclusively mail ballot election rather than a mixed mail ballot and polling place election by following the Colorado Mail Ballot Election Act at C.R.S. §1-7.5-101, *et seq.*; and

WHEREAS, the Rifle City Council finds and determines the best interests of the citizens of Rifle will be served by adopting the following amendments to Section 2-1-10 of the RMC accordingly.

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

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

Section 2. Section 2-1-10 of the Rifle Municipal Code is hereby amended to read as follows, with additions shown in bold, double-underlined text.

2-1-10. Conduct of elections.

(a) All elections shall be held and conducted in accordance with the provisions of Article II of the Charter; **provided, however, that any municipal election of the City may be**

conducted by mail ballot as provided below.

(b) Upon the call of a mail ballot election by resolution of the City Council, the City Clerk is authorized to conduct elections by mail ballot.

(c) Unless provided otherwise by the Charter or this Code, such elections shall be conducted pursuant to the requirements of Article 7.5 of Title 1, C.R.S., the Colorado Mail Ballot Election Act, as it may be amended from time to time, except the following provisions thereof:

(1) Section 1-7.5-107.3, C.R.S. regarding county coordinated elections;

(2) Section 1-7.5-109, C.R.S. regarding write-in candidate affidavits; and

(3) Any provisions of the Act that the City determines are inconsistent with the City's authority over its elections pursuant to Article XX of the Colorado Constitution.

(d) To the extent that the Colorado Mail Ballot Election Act does not control specific provisions relevant to the conduct of a municipal election conducted by mail ballot, the provisions of the Colorado Municipal Election Code shall apply.

(e) Notwithstanding the provisions of Sections 31-10-302 and 31-10-305, C.R.S., with respect to nomination petitions for candidates for municipal office in a mail ballot election, such nomination petitions shall be circulated no earlier than ninety-one (91) days and no later than seventy-one (71) days prior to the day of the election. Any nomination petition may be amended to correct or replace signatures at any time prior to sixty-seven (67) days prior to the date of the election. Any nomination petition may be amended to cure any other defect at any time prior to sixty-two (62) days prior to the date of the election.

INTRODUCED on May 18, 2011, read by title, passed on first reading, and ordered published by title as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on June 1, 2011, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this ___ day of _____, 2011.

CITY OF RIFLE, COLORADO

BY _____
Mayor

ATTEST:

City Clerk

CITY OF RIFLE, COLORADO
RESOLUTION NO. 5
SERIES OF 2011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO, AUTHORIZING THE CONDUCT OF A MAIL BALLOT
ELECTION FOR THE 2011 REGULAR MUNICIPAL ELECTION

WHEREAS, Section 2.3 of the Charter of the City of Rifle, Colorado, provides that a regular municipal election be held on the second Tuesday of September of odd-numbered years; and

WHEREAS, the City Council of the City of Rifle, Colorado, has determined it is in the best interests of the City to promote voter participation and cost efficiency in the regular municipal election by conducting such election as a mail ballot election, and

WHEREAS, the City Council of the City of Rifle, Colorado, finds the proposed mail ballot election does not involve partisan candidates, nor is the election to be held in conjunction with, or on the same day as, a primary or congressional vacancy election; and

WHEREAS, the City Council of the City of Rifle, Colorado, seeks to appoint the Rifle City Clerk as the Designated Election Official for the regular mail ballot election to be held on **September 13, 2011**, and to comply with all applicable election procedures, including but not limited to compliance with the Rifle City Charter, the Rifle Municipal Code, the Colorado Municipal Election Code, and the Colorado Mail Ballot Election Act.

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

1. The Rifle City Clerk is hereby authorized and directed, as the Designated Election Official for the regular mail ballot election, to conduct such election under the supervision of the Colorado Secretary of State, and subject to rules promulgated by the Colorado Secretary of State, pursuant to C.R.S. §1-7.5-101 *et seq.* (hereinafter "Mail Ballot Election Act").

2. The Rifle City Clerk, as the Designated Election Official for the regular mail ballot election, is further authorized and directed to take all actions necessary to conduct the regular mail ballot election pursuant to state statute, including without limitation submitting a proposed plan for conducting the mail ballot election to the Colorado Secretary of State no later than fifty-five (55) days prior to the regular mail ballot election scheduled for September 13, 2011.

3. There shall be one (1) precinct for this mail ballot election. The mail ballot polling location for said precinct shall be the Rifle City Hall, 202 Railroad Avenue, Rifle, Colorado 81650.

4. To be eligible to vote in this regular mail ballot election, a person must be an active registered elector under Section 1-7.5-107(3)(a), C.R.S., and must have been registered to vote in the general elections of the State of Colorado at least twenty-nine (29) days prior to this election, as provided by Section 1-2-201(3), C.R.S., as amended.

5. Pursuant to Section 31-10-401, C.R.S., the Designated Election Official is hereby delegated the authority and responsibility to appoint judges of the election. The Designated Election Official shall appoint three judges of the election at least fifteen (15) days before the election day.

6. The Designated Election Official shall establish the form of the regular mail election ballot.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting this 18th day of May, 2011.

CITY OF RIFLE, COLORADO

By: _____
Mayor

ATTEST:

City Clerk

Exhibit A

**2011 City of Rifle Regular Municipal Election
Mail Ballot Calendar
Election Day: September 13, 2011**

Wednesday, May 18, 2011

Approval of Mail Ballot Election by Rifle City Council (Resolution No. 5, Series of 2011)

Tuesday, June 14, 2011 – Friday, July 1, 2011

91 days – 71 days prior to election (71st day falls on Monday, July 4)

Circulation period for petitions for nominating municipal candidates

Wednesday, June 15, 2011

90 days prior to election

Requests for absentee ballots accepted

Thursday, July 7, 2011

68 days prior to election

Deadline for petitions to be amended/corrected

Monday, July 11, 2011

64 days prior to election

Deadline for affidavit of intent for write-in candidates

Monday, July 18, 2011

Lots drawn for candidate placement on the ballot

Wednesday, July 20, 2011

55 days prior to election

Notification due to Secretary of State's office to include the proposed plan for conducting the mail ballot election (send early if possible – the SOS has 15 days from the date of receipt to review the plan)

Friday, July 29, 2011

46 days prior to election

Deadline for written comments for TABOR issues

Monday, August 1, 2011

43 days prior to election

Deadline for petition representatives' summary of comments (if applicable)

Thursday, August 4, 2011

40 days prior to election

Last day for mail ballot plan approval by the SOS

Registration record ordered from County Clerk via written request by the City Clerk

Monday, August 15, 2011

30 days prior to election (30 days prior falls on Sunday, August 14)

County Clerk submits full and complete preliminary list of registered electors

Ballot issue notices for TABOR issues mailed

Send to *Citizen Telegram*: Publish and Post Notice of Election

Monday, August 15, 2011

29 days prior to election

Voter registration closes

Exhibit A

Friday, August 19, 2011

23 days prior to the election (23rd day falls on Sunday, August 21)

Last day for candidates to withdraw from nomination

Monday, August 22, 2011 – Friday, August 26, 2011

22 days – 18 days prior to election

Mail ballot packets mailed to all active registered voters

Monday, August 22, 2011 – Tuesday, September 13, 2011

22 days prior through Election Day at 7:00 p.m.

Ballots are available at the City Clerk's office to inactive registered voters

Tuesday, August 23, 2011

21 days prior to election

Candidate report of contributions and expenditures must be submitted to City Clerk's office per FCPA

Wednesday, August 24, 2011

20 days prior to election

County Clerk submits supplemental list of eligible electors not included on preliminary list

Last day to publish and post Notice of Election

Monday, August 29, 2011

15 days prior to election

Election Judges appointed

Counting of the ballots begins

Friday, September 9, 2011

4 days prior to election

Last day to apply for absentee ballot

Candidate report of contributions and expenditures must be submitted to City Clerk's office per FCPA

Tuesday, September 13, 2011

ELECTION DAY

Ballots must be received at City Hall by 7:00 p.m. (drop box must be checked at 7:00 p.m.)

Tuesday, September 20, 2011

7 days after election

Canvass date/certification issued (no later than 7 days after the election)

Thursday, October 13, 2011

30 days after election

Candidate report of contributions and expenditures must be submitted to City Clerk's office per FCPA

Manager's Report

May 12, 2011

My report is brief, as there have been no major issues etc., the past two weeks. However, work on all programs and projects is proceeding on schedule. My comments are as follows:

Utility Director Position

We have experienced a setback with the recruitment for the Utility Director position. The position was offered to Mr. John Stubbart who initially accepted the offer. He subsequently declined the offer after he received a counter offer from his existing employer.

We are renewing the search and advertising for a Utility Director. Due to the setback, I expect the process to take an additional two to three months.

Heavy Metals in Waste Water Plant Discharge

Our consulting attorney has made some progress working with the State Health Department to resolve the issue of heavy metals in the Waste Water Plant discharge.

As you may recall, the effluent limitations for several metals were more stringent than the levels permitted in drinking water standards. We felt this did not seem reasonable and requested that the discharge limits be reviewed.

It now appears that a review will be undertaken, and that the discharge limits may be changed.

Rifle Creek Dam Repair

Last year when Rifle Creek flooded, the west bank below the irrigation dam was damaged. The area around the west side of the dam was also damaged.

To protect the integrity of the dam and the Pioneer Irrigation Ditch inlet, repairs need to be made.

I have requested the City Engineer to obtain proposals for that repair work and will present them to Council when they are received.



Public Works Facility Addition

We have recently experienced a problem with the addition to the Public Works Facility addition. Apparently, there is a provision in the Fire Code that requires sprinklers or a firewall when a facility

exceeds a certain size. The new addition “triggers” this requirement.

Sprinkling the facility would be very expensive and not necessary in staff’s view. The firewall would cost in excess of \$20,000.

What is most interesting with respect to this Fire Code provision is that it is more stringent than what was originally included in the code. (See Matt Sturgeon’s attached explanation).

In our view the more stringent provision was not intended in the code for buildings such as the Public Works Facility. We think the code should be changed (for all buildings in similar circumstances) to remove the firewall requirement.

We will discuss this with the Fire Department and if they agree, we will bring forward an ordinance for Council consideration.

I hope this report is informative. As always please contact me with your questions or comments.

Thanks,

John Hier
City Manager

MEMORANDUM

TO: JOHN HIER, CITY MANAGER

FROM: MATT STURGEON, ASSISTANT CITY MANAGER

COPY: CITY ATTORNEY and RIFLE FIRE DISTRICT CHIEF

DATE: MAY 10, 2011

SUBJECT: RIFLE MUNICIPAL CODE SECTION 18-9-30 (Fire Code Amendments)

The Rifle Municipal Code includes an amendment to Section 903.2 of the 2003 International Fire Code (IFC) that is more stringent. This amendment requires buildings provide fire sprinklers in instances that the 2003 IFC doesn't require; the threshold for sprinklers is based on square footage. This amendment was advocated for by a "Regional Code Council" made up of participants from Garfield County jurisdictions. There is limited history available regarding "WHY" this recommendation was made. Staff believes Glenwood Springs was the principle agent advocating for this amendment, because the City believed urban building densities should have more stringent fire suppression requirements.

This amendment was adopted by Rifle in 2006; however, neither the Fire District nor the Building Department began implementing until 2008. As a result several buildings, including the Rifle O&M Building, were constructed according to the 2003 IFC without consideration of this special amendment. Buildings built to the 2003 IFC standards cannot be added onto and exceed the square footage permitted by the amendment. Generally, this means buildings may not exceed 7,500 square feet in area without installing fire sprinklers; the 2003 IFC threshold is 12,000 square feet before requiring sprinklers. The sprinkler requirement depends on building occupancy type and can vary, again staff is referring to building occupancy associated with buildings most often constructed in Rifle.

Because staff believes the amendment was tied to a concern regarding urban building spacing and the potential threat of fires spreading from building to building, staff is recommending either:

1. The Rifle Municipal Code be changed to allow buildings located 50 feet from all property lines or separated from buildings by at least 50 feet be exempt from this amendment and be required to comply with the 2003 IFC; or
2. The City remove this exception fully from the Rifle Municipal Code and completely rely on the 2003 IFC for guidance.

Notice of this concern has been provided to the Rifle Fire Protection District, and they have been invited to offer comments regarding the potential changes to the Rifle Municipal Code.



1800 Larimer St, Suite 1500
Denver, CO 80202

1-800-481-4700
xcelenergy.com

Dick Deussen
City of Rifle
202 Railroad Ave.
Rifle, CO 81650

May 9, 2011

Dear **Dick Deussen**:

Thank you for participating in Xcel Energy's Engineering Study program. We have reviewed your study application and proposal and have preapproved your study. The following outlines your rebate and project information:

Project Number	COES_059
Building Address	2515 W. Centennial Parkway, Rifle, CO 81650
Study Cost	\$ 27,915.00
Preapproved study rebate*	\$ 14,275.00
* Your rebate was based on the study cost provided. If the final study cost is lower, your rebate will be adjusted accordingly.	
Study Provider	Active Energies, Inc.
Account manager	Tom Minerick Phone 970-244-2682

Here's a quick review of the Engineering Study program process:

- Once your study is complete, your study provider will send a draft copy to us for review.
- After we complete our review and approve the study, we will send you a confirmation letter noting our approval.
- Your study provider will schedule a wrap-up meeting with you and your Xcel Energy account manager to go over the results of the study.
- You pay the study provider for the full cost of the study.
- You submit the Engineering Study Rebate Application, along with a copy of the invoice to us within 3 months of your report presentation.
- We'll send your study rebate check to you.



1800 Larimer St, Suite 1500
Denver, CO 80202

1-800-481-4700
xcelenergy.com

Please note that we need to approve the final study in order to receive your study rebate.

This study pre-approval is valid for **3 months** from the date of this letter. If your study will take longer than that, please let us know. If you have any questions or comments, please call your assigned Xcel Energy account manager. Thanks again for participating in our Engineering Study program.

Sincerely,

A handwritten signature in black ink that reads 'Chr Ramirez'.

Christmas Ramirez
Program Manager-Energy Analysis

Enclosed

CC: Tom Minerick - Xcel Energy
Megan Gilman – Active Energies, Inc.