



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

City Hall
City Council Chambers
202 Railroad Avenue
Rifle, CO

Cablecast Live on
Comcast Channel 10

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**REGULAR MEETING
May 15, 2013**

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

- 6:00 P.M. Interview Parks and Recreation Advisory Board Alternate Member Applicants (Judy Ortiz; John Dyer)
- 6:30 P.M. Discuss sledding hill (Tom Whitmore)

**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
- 7:01 p.m. 2. Administer oath of office to new City Manager Matt Sturgeon (Lisa Cain)
- 7:03 p.m. 3. Consent Agenda – consider approving the following items:
A. Minutes from the May 1, 2013 Regular Meeting
B. Appoint Alternate Member of Planning and Zoning Commission
C. Liquor License Renewal: Rocky Mountain Liquors
D. March 2013 Financial Report
E. Approve contract for Garfield Federal Mineral Lease District grant for Deerfield Park – Resolution No. 5, Series of 2013
F. Accounts Payable

- 7:08 p.m. 4. Citizen Comments and Live Call-In ((970) 665-6406)
(For issues NOT on the Agenda. Please limit comments to 3 minutes.)
- 7:11 p.m. 5. Action, if any, on Workshop Items (Mayor Miller)
- 7:15 p.m. 6. Presentation to Recreation Director Aleks Briedis (Mayor Miller)
- 7:25 p.m. 7. Consider appointing Parks and Recreation Advisory Board Alternate
Member (Tom Whitmore)
- 7:35 p.m. 8. Consider City's becoming member of Community Counts (Sher Long)
- 7:45 p.m. 9. Consider amending Chapter 16 to adopt Colorado Water Conservation
Board flood regulations - Ordinance No. 7, Series of 2013 – 2nd reading
(Jim Neu)
- 7:55 p.m. 10. Administrative Reports
A. City Manager
B. Other Reports
- 8:05 p.m. 11. Comments from Mayor and Council

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

Next Regular Meeting of Council: June 5, 2013 at 7:00 p.m.



RIFLE CITY COUNCIL MEETING

Wednesday, May 1, 2013

REGULAR MEETING

7:00 p.m. * Council Chambers

A regular meeting of the Rifle City Council was called to order at 7:00 p.m. by Mayor Jay Miller.

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

OTHERS PRESENT: John Hier, City Manager; Matt Sturgeon, Assistant City Manager/Director of Planning; Lisa Cain, City Clerk; Jim Neu, City Attorney; Jim Bell, Channel 10 Manager; Michael Churchill, Channel 10 Assistant Manager; JR Boulton, Police Lieutenant; Aleks Briedis, Recreation Director; Kristy Christensen, Deputy City Clerk; Dick Deussen, Utilities Director; John Dyer, Police Chief; Charles Kelty, Finance Director; Nathan Lindquist, City Planner; Jim Miller, Resident Engineer; Bobby O'Dell, Public Works Superintendent; Ken Plum, Planning and Zoning Commissioner; Brian Prunty, Construction Inspector; Charlotte Squires, Planning Technician; Tom Whitmore, Parks Director; Shelley Aibner; Garrick Frontella; Gil Frontella; Melissa Hier; Frank Ladd; Mike McKibbin; Helen Rogers; Angeline Roles; Sean Strode; Kelly Thompson; and Phil Vaughan.

CONSENT AGENDA - APPROVE THE FOLLOWING ITEMS:

- A. Minutes from the April 17, 2013 Regular Meeting
- B. Liquor License Renewals: Kum & Go #4924; Thai Chili Bistro; Choice Liquors
- C. March 2013 Sales Tax Report
- D. February 2013 Financial Report
- E. Accounts Payable

Councilor A. Lambert moved to approve Consent Agenda Items A, B, C, D, and E; seconded by Councilor Rice. Roll Call: Yes – Carter, A. Lambert, K. Lambert, Rice, Sanborn, Winkler, Miller.

CITIZEN COMMENTS AND LIVE CALL-IN

There were no citizen comments or live call-ins.

PRESENTATION TO RETIRING CITY MANAGER JOHN HIER FROM RIFLE AREA CHAMBER OF COMMERCE

Rifle Area Chamber of Commerce President/Chief Executive Officer Frank Ladd presented a plaque of recognition to retiring City Manager John Hier.

PRESENTATION TO MR. HIER FROM CITY COUNCIL

Mayor Miller presented a plaque to Mr. Hier in appreciation for his nine years of service to the City and the community as City Manager.

ACKNOWLEDGE KEN PLUM'S YEARS OF SERVICE TO PLANNING AND ZONING COMMISSION

Mayor Miller presented a plaque to retiring Planning and Zoning Commissioner Ken Plum in appreciation for his sixteen years of service on the Commission.

PROCLAMATION – NATIONAL NURSING HOME WEEK

Angeline Roles, Director of Marketing, Colorado State Veteran's Home-Rifle, was present. Mayor Miller read a proclamation designating the week of May 12-18, 2013 as National Nursing Home Week.

Councilor K. Lambert moved to approve the proclamation; seconded by Councilor A. Lambert. Roll Call: Yes – Carter, A. Lambert, K. Lambert, Rice, Sanborn, Winkler, Miller.

CONSIDER AWARDING CONTRACT FOR UTE EVENT CENTER CONSTRUCTION

Councilor Carter recused himself from consideration of this matter because of a potential conflict of interest.

Assistant City Manager/Director of Planning Matt Sturgeon explained that City Council appropriated \$1,985,947 in the Capital Fund for the construction of the Ute Event Center. This appropriation was made with the understanding that revenues to the Capital Fund for this project would include \$428,000 in grants. Committed grant revenues total \$363,000, a shortfall of \$65,000. All outside funding has been secured. The total project cost, excluding the retractable seating, will not exceed \$2,069,080. This exceeds funds currently appropriated within the Capital Fund by \$83,133. Moving forward with this project will require City Council appropriate this additional amount via a supplemental appropriation.

The Owner's Representative (architect of record) prequalified six construction companies. Five of the six companies submitted bids to remodel the subject structure. Low bidder was PNCI, with a bid of \$1,691,436 (excluding retractable seating).

The City received a \$25,000 grant from the Boettcher Foundation to help fund the renovation of the Ute Event Center. The Boettcher Foundation requires the City enter into a contract that sets specific terms for the use of the funds as well as the future use of the structure.

Mr. Sturgeon summarized possible action by Council as follows:

- To move forward requires City Council reauthorize the expenditure of \$1,985,947 from the Capital Fund, understanding that this expenditure is occurring less \$65,000 in anticipated grant revenues. Additionally, Council must agree to appropriate additional funds to offset a potential \$83,133 project shortfall. Staff recommends this appropriation occur within the Capital Fund.
- Staff recommends City Council award the bid to complete the renovation of the Ute Event Center to PNCI for an amount not to exceed \$1,691,436. The bid award will not include the retractable seating. The bid should only be awarded if City Council appropriates the additional funds necessary to ensure completion of the project. Otherwise, all bids should be rejected for lack of funding.
- Staff recommends City Council approve entering into the contract with the Boettcher Foundation, if the construction contract is awarded.

Councilor Winkler moved to appropriate \$83,133, for a total of \$2,069,080, from the Capital Fund for renovation of the Ute Event Center; seconded by Councilor Sanborn. Roll Call: Yes – A. Lambert, K. Lambert, Rice, Sanborn, Winkler, Miller.

Councilor K. Lambert moved to award the bid to complete the renovation of the Ute Event Center to PNCI for an amount not to exceed \$1,691,436; seconded by Councilor A. Lambert. Roll Call: Yes – A. Lambert, K. Lambert, Rice, Sanborn, Winkler, Miller.

Councilor A. Lambert moved to authorize the City Manager to sign a contract with the Boettcher Foundation in order to accept a \$25,000 grant from the Foundation to help fund the renovation of the Ute Event Center; seconded by Councilor Rice. Roll Call: Yes – A. Lambert, K. Lambert, Rice, Sanborn, Winkler, Miller.

CONSIDER APPOINTING PARKS AND RECREATION ADVISORY BOARD ALTERNATE MEMBER

Parks Director Tom Whitmore informed Council that John Dyer and Judy Ortiz had expressed interest in serving in the alternate position on the Parks and Recreation Advisory Board. Council will interview the applicants, before considering making the appointment.

CONSIDER PURCHASING OPERATIONS & MAINTENANCE DEPARTMENT TRUCK

Public Works Superintendent Bobby O'Dell recommended that Council award a contract to purchase a new Operations and Maintenance Department truck to Berthod Motors, which submitted the lowest bid of \$22,587.

Councilor Carter moved to approve the purchase of a new Operations and Maintenance Department truck from Berthod Motors for \$22,587; seconded by Councilor Sanborn. Roll Call: Yes – Carter, A. Lambert, K. Lambert, Rice, Sanborn, Winkler, Miller.

RIFLE REGIONAL WATER PURIFICATION FACILITY (NEW WATER TREATMENT PLANT)

A. CONSIDER REQUEST TO REALLOCATE CONSTRUCTION ADMINISTRATION FUNDS

B. CONSIDER BIDDING METHOD

Resident Engineer Jim Miller and Utilities Director Dick Deussen recommended that Council increase the fee of the water treatment plant engineering consultant Malcolm Pirnie by \$50,000. The purpose of the increase is to improve quality control by Malcolm Pirnie and to have Malcolm Pirnie more actively manage the project schedule. Funds for the fee increase would come from reallocating \$50,000 from the amount already authorized for Malcolm Pirnie/Arcadis for construction administration services. This request was not generated by Malcolm Pirnie. Owner's Advisor Phil Vaughan expressed his support for the request.

Councilor Sanborn moved to increase the design review fee of water treatment plant engineering consultant Malcolm Pirnie by \$50,000 by reallocating funds from the amount already authorized for construction administration services; seconded by Councilor Rice. Roll Call: Yes – Carter, A. Lambert, K. Lambert, Rice, Sanborn, Winkler, Miller.

Mr. Miller and Mr. Deussen also recommended that Council waive the low bid requirement of the City Purchasing Code and allow the City to make the award of the contract for construction of the water treatment plant on a best value basis.

Councilor Carter moved to evaluate bidding criteria for construction of the water treatment plant using best value; seconded by Councilor Sanborn. Roll Call: Yes – Carter, A. Lambert, K. Lambert, Rice, Sanborn, Winkler, Miller.

CONSIDER AMENDING CHAPTER 16 TO ADOPT COLORADO WATER CONSERVATION BOARD FLOOD REGULATIONS - ORDINANCE NO. 7, SERIES OF 2013 – 2ND READING

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING CHAPTER 16 ARTICLE 12 OF THE RIFLE MUNICIPAL CODE TO INCORPORATE THE RULES AND REGULATIONS FOR REGULATORY FLOODPLAINS IN COLORADO AS PROMULGATED BY THE COLORADO WATER CONSERVATION BOARD

City Attorney Jim Neu informed Council that staff was still looking at possible amendments to the Colorado Water Conservation Board Rules. Council will consider this item at its meeting of May 15, 2013.

**CONSIDER REFINANCING STREET IMPROVEMENT BONDS – ORDINANCE NO. 8, SERIES OF 2013
– 2ND READING**

AN ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF RIFLE, COLORADO, SALES AND
USE TAX REFUNDING REVENUE BONDS, SERIES 2013

Finance Director Charles Kelty reminded Council that during its March 6 workshop, it reviewed information related to refinancing the 2003 Sales Tax Street Improvement Bond Issue. Interest rates have decreased over the past several years. It is anticipated that refinancing these bonds will provide a cost savings to the City of approximately \$80,000 annually through 2018. Mr. Neu explained that proposed Ordinance No. 8, Series of 2013, would authorize the refinancing of the bonds.

Councilor A. Lambert moved to approve Ordinance No. 8, Series of 2013, on second reading as presented and to order it to be published in full as required by Charter; seconded by Councilor Carter. Roll Call: Yes – Carter, A. Lambert, K. Lambert, Rice, Sanborn, Winkler, Miller.

CONSIDER ADOPTING VISION, MISSION, GOALS, STRATEGIC PLAN

Mr. Hier presented a draft of the revised Strategic Plan, which includes the City’s Vision Statement, Mission Statement, and Goals. He recommended that Council adopt the plan.

Councilor Rice moved to adopt the revised Strategic Plan; seconded by Councilor A. Lambert. Roll Call: Yes – Carter, A. Lambert, K. Lambert, Rice, Sanborn, Winkler, Miller.

ADMINISTRATIVE REPORTS

Mr. Hier reported to Council on the following issues: personnel; senior discount on utility rates; and spring projects.

City Clerk Lisa Cain reminded Council that it would meet in a workshop session with the Parks and Recreation Advisory Board on May 8 at 6:00 PM.

Mr. Sturgeon thanked City staff, Garfield County, and the Rifle Correctional Center for their contributions to a successful Spring Cleanup. He reported to Council about murals for the exterior of the parking garage.

Mr. Neu expressed his appreciation to Mr. Hier and wished him well in his retirement.

Chief Dyer informed Council about the recent arrest of several members of a ring of drug dealers.

COMMENTS FROM MAYOR AND COUNCIL

The Councilors and the Mayor thanked Mr. and Ms. Hier for all that they had done for the community and wished them a successful retirement.

Meeting adjourned at 8:32 p.m.

Lisa H. Cain
City Clerk

Jay D. Miller
Mayor



To: Matt Sturgeon, City Manager

From: Nathan Lindquist, Planning Director

Date: May 9, 2013

Re: Planning and Zoning Commission Appointments

Staff is requesting City Council consider making an appointment to fill one of the vacant alternate seats on the Planning Commission. We have received a letter of interest from Dustin Marantino. Please see the attached letter.

To whom it may concern,

This is a letter of interest to serve as a member of the Zoning and Planning Commission. My name is Dustin Marantino. I have been a Rifle Police Officer since 2001 and serve as the School Resource Officer since 2007. I am also an active volunteer firefighter with Colorado River Fire Rescue (formerly Rifle Fire) since 1999.

I have seen this town grow over the last 20 years. As a long time resident of Rifle, I have seen the ups and downs and have witnessed Rifles durability. I believe this comes from concerned citizens and leaders acting in the community's best interests. Through my personal life and career, I am familiar with the strengths and it would be a privilege to serve the City of Rifle and its residents in this capacity. I believe that my experience in law enforcement and the fire service would prove to be an asset when looking at prospective zoning and planning issues.

Thank you for your consideration,

Dustin Marantino

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



To: Mayor and City Council; Matt Sturgeon, City Manager

From: Lisa Cain, City Clerk

Date: May 10, 2013

Subject: Liquor License Renewal

THIS BUSINESS HAS FILED A LIQUOR LICENSE RENEWAL APPLICATION:

<u>Business Name/Address</u>	<u>Type of License</u>
Rocky Mountain Liquors Inc d/b/a Rocky Mountain Liquors 1735 Railroad Avenue	Retail Liquor Store

The following criteria have been met by this business:

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

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

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**

Fees Due	
Renewal Fee	\$227.50
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Amount Due/Paid	

ROCKY MOUNTAIN LIQUORS
 1735 RAILROAD AVE
 RIFLE CO 81650-3333

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 may collect the payment amount directly from your banking account electronically.

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name ROCKY MOUNTAIN LIQUORS INC		DBA ROCKY MOUNTAIN LIQUORS		
Liquor License # 28108650000	License Type Liquor Store (city)	Sales Tax License # 28108650000	Expiration Date 8/24/2013	Due Date 7/10/2013
Street Address 1735 RAILROAD AVE RIFLE CO 81650-3333				Phone Number (970) 625 0113
Mailing Address 1735 RAILROAD AVE RIFLE CO 81650-3333				
Operating Manager <i>Arinda Trujillo</i>	Date of Birth	Home Address		Phone Number

- Do you have legal possession of the premises at the street address above? YES NO
 Is the premises owned or rented? Owned Rented* If rented, expiration date of lease 2022
- Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. YES NO
NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation YES NO
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. YES NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. YES NO
- SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit - Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.

AFFIRMATION & CONSENT
 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.

Type or Print Name of Applicant/Authorized Agent of Business <i>Arinda Trujillo</i>	Title <i>Pres / owner</i>
Signature <i>Arinda Trujillo</i>	Date <i>May 7, 2013</i>

REPORT & 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



MEMORANDUM

To: John Hier, City Manager
From: Charles Kelty, Finance Director
Date: May 9, 2013
Subject: March 2013 Financial Reports

Attached are the Financial Reports for the three months ending March 31, 2013. Below are a few comments:

- Page 1 **General Fund Revenues** – Total revenues are \$1,605,873, which compared to the prior year's \$1,686,531 is \$80,658 and 5% less. Sales and Use Taxes collected year-to-date are \$872,013, which compared to the prior year's amount of \$946,176 is \$74,163 and 8% less
- General Fund Expenditures** – Total expenditures are \$1,838,783, which compared to the prior year's \$1,853,657 is \$14,874 and 0.8% less.
- Page 2 **Visitor Improvement Fund** – Total revenues are \$14,371, which compared to the prior year's \$22,010 is \$7,639 and 35% lower. Total expenditures are \$2,868, which compared to the prior year's \$1,020 is \$1,848 higher.
- Page 3 **Parks & Recreation Fund Revenues** – Total revenues are \$548,929, which compared to the prior year's \$581,110 is \$32,181 and 6% less. Sales and Use Taxes collected year-to-date are \$454,789, which compared to the prior year's amount of \$493,468 is \$38,649 and 8% less
- Parks & Recreation Fund Expenditures** – Expenditures are \$412,557, which compared to the prior year's \$440,554 is \$27,997 and 6% less.
- Page 4 **Water Fund Revenues** – Overall, revenues are \$845,880, which compared to the prior year's \$405,676 is \$440,204 higher. The main reason for the revenue increase is the $\frac{3}{4}$ % Sales and Use Tax becoming effective January 1st. Revenues from sales and use taxes collected was \$336,646.
- Water Fund Expenses** – Overall, total expenses are \$890,218, which compared to the prior year of \$668,326 is \$221,892 and 33% higher. Operating and Maintenance expenses are \$204,555 higher primarily due to debt service payments made for the water treatment plant. Water rights expenses are \$48,468 less than last year. Water System Improvements (Capital) expenses is \$65,806 higher than last year.
- Page 5 **Wastewater Fund Revenue** – Total revenues are \$639,094, which compared to the prior year's \$695,032 is \$55,938 and 8% less.

Wastewater Expenses – Total expenses were \$843,048, which compared to the prior year's \$1,033,463 is \$190,415 and 18% less.

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Sanitation Fund Revenues – Total revenues are \$119,537, which compared to the prior year's \$121,474 is \$1,937 and 2% less.

Sanitation Fund Expenses – Total expenses are \$117,471, which compared to the prior year's \$126,542 is \$9,071 and 7% less.

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 3 MONTHS ENDING MARCH 31, 2013

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
GENERAL REVENUES	7,522,828.00	526,676.65	1,605,872.97	5,916,955.03	1,686,531.41
	<u>7,522,828.00</u>	<u>526,676.65</u>	<u>1,605,872.97</u>	<u>5,916,955.03</u>	<u>1,686,531.41</u>
<u>EXPENDITURES</u>					
MAYOR/COUNCIL	80,164.00	5,150.92	14,902.80	65,261.20	16,312.03
CITY CLERK	174,430.00	15,751.00	37,955.65	136,474.35	39,293.74
MUNICIPAL COURT	229,109.00	15,773.68	43,749.16	185,359.84	40,576.72
CITY MANAGER	177,033.00	19,924.91	46,485.57	130,547.43	43,496.08
GOVERNMENT AFFAIRS	167,347.00	11,772.36	18,904.87	148,442.13	31,835.20
FINANCE	473,186.00	44,151.00	134,840.44	338,345.56	117,112.59
ATTORNEY	231,000.00	16,558.81	51,614.70	179,385.30	59,993.13
PLANNING/ZONNING	770,087.00	49,934.47	124,159.04	645,927.96	148,375.71
CITY HALL	167,947.00	13,052.46	47,327.55	120,619.45	37,478.09
GROUNDS AND FACILITY MAINT.	77,794.00	5,840.45	20,502.42	57,291.58	7,360.90
COMMUNITY ACCESS TV	137,629.00	17,199.75	40,780.51	96,848.49	29,180.83
POLICE	2,308,241.00	226,967.09	560,440.64	1,747,800.36	557,507.79
JUSTICE CENTER BLDG. OPERATION	96,700.00	10,325.18	26,306.42	70,393.58	26,103.28
BUILDING INSPECTIONS	145,985.00	15,883.43	38,575.08	107,409.92	34,518.43
STREETS	1,025,816.00	68,053.32	208,909.92	816,906.08	237,864.20
CONSTRUCTION CREW - INHOUSE	222,911.00	6,761.55	21,803.63	201,107.37	63,499.56
PUBLIC WORKS	219,288.00	29,606.33	72,581.85	146,706.15	51,365.45
ANIMAL SHELTER	85,723.00	20,930.75	41,861.50	43,861.50	43,970.64
CEMETERY O & H	75,167.00	5,256.41	13,577.85	61,589.15	14,435.41
SENIOR CENTER	527,520.00	33,714.50	83,309.78	444,210.22	90,053.77
PARK MAINTENANCE	.00	.00	.00	.00	17.80
NON DEPARTMENTAL	837,149.00	19,230.99	190,193.24	646,955.76	163,305.15
OPERATING TRANSFERS OUT	160,000.00	.00	.00	160,000.00	.00
	<u>8,390,226.00</u>	<u>651,839.36</u>	<u>1,838,782.62</u>	<u>6,551,443.38</u>	<u>1,853,656.50</u>
	(867,398.00)	(125,162.71)	(232,909.65)	(634,488.35)	(167,125.09)

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 3 MONTHS ENDING MARCH 31, 2013

VISITOR IMPROVEMENT FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
VISITOR IMPROVEMENT	114,715.00	4,135.62	14,370.92	100,344.08	22,009.72
	114,715.00	4,135.62	14,370.92	100,344.08	22,009.72
<u>EXPENDITURES</u>					
VISITOR IMPROVEMENT	131,365.00	151.40	2,867.63	128,497.37	1,019.51
	131,365.00	151.40	2,867.63	128,497.37	1,019.51
	(16,650.00)	3,984.22	11,503.29	(28,153.29)	20,990.21

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 3 MONTHS ENDING MARCH 31, 2013

PARKS & RECREATION

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
PARKS AND REC REVENUE	3,580,638.00	205,190.12	548,929.02	3,031,708.98	581,110.25
	3,580,638.00	205,190.12	548,929.02	3,031,708.98	581,110.25
<u>EXPENDITURES</u>					
RECREATION	495,879.00	48,593.48	116,345.07	379,533.93	117,264.81
POOL	188,053.00	264.30	821.15	187,231.85	4,948.50
RIFLE FITNESS CENTER	302,198.00	31,418.14	67,404.45	234,793.55	76,861.16
COMMUNITY EVENTS	102,110.00	5,869.50	14,205.04	87,904.96	10,866.51
PARK MAINTENANCE	1,035,104.00	64,678.59	155,327.26	879,776.74	175,751.43
PARKS CAPITAL	1,622,327.00	.00	.00	1,622,327.00	83.81
NON-DEPARTMENTAL	104,246.00	5,126.33	41,724.58	62,521.42	38,048.73
OPERATING TRANSFER OUT	71,917.00	5,576.42	16,729.26	55,187.74	16,729.26
	3,921,834.00	161,526.76	412,556.81	3,509,277.19	440,554.21
	(341,196.00)	43,663.36	136,372.21	(477,568.21)	140,556.04

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 3 MONTHS ENDING MARCH 31, 2013

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WATER REVENUE	4,415,849.00	286,809.85	838,193.32	3,577,655.68	388,799.84
WATER RIGHTS REVENUE	43,700.00	2,909.80	3,452.54	40,247.46	8,842.67
CAPITAL REVENUE	1,521,500.00	1,431.04	4,233.74	1,517,266.26	8,033.79
	<u>5,981,049.00</u>	<u>291,150.69</u>	<u>845,879.60</u>	<u>5,135,169.40</u>	<u>405,676.30</u>
<u>EXPENDITURES</u>					
WATER O&H	3,590,176.00	182,800.17	746,548.84	2,843,627.16	541,994.34
WATER RIGHTS	123,000.00	7,388.00	13,697.14	109,302.86	62,165.07
WATER SYSTEM IMPROVEMENTS	13,602,795.00	4,502.94	129,972.39	13,472,822.61	64,166.82
	<u>17,315,971.00</u>	<u>194,691.11</u>	<u>890,218.37</u>	<u>16,425,752.63</u>	<u>668,326.23</u>
	<u>(11,334,922.00)</u>	<u>96,459.58</u>	<u>(44,338.77)</u>	<u>(11,290,583.23)</u>	<u>(262,649.93)</u>

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 3 MONTHS ENDING MARCH 31, 2013

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WASTE WATER REVENUE	2,665,837.00	207,894.46	637,128.63	2,028,708.37	692,223.27
WASTE WATER REVENUE	20,000.00	573.18	1,964.91	18,035.09	2,808.98
	<u>2,685,837.00</u>	<u>208,467.64</u>	<u>639,093.54</u>	<u>2,046,743.46</u>	<u>695,032.25</u>
<u>EXPENDITURES</u>					
SEWER O&H	2,914,212.00	151,188.17	839,547.60	2,074,664.40	1,030,631.37
SEWER SYSTEM IMPROVEMENTS	185,000.00	3,500.00	3,500.00	181,500.00	2,831.28
	<u>3,099,212.00</u>	<u>154,688.17</u>	<u>843,047.60</u>	<u>2,256,164.40</u>	<u>1,033,462.65</u>
	<u>(413,375.00)</u>	<u>53,779.47</u>	<u>(203,954.06)</u>	<u>(209,420.94)</u>	<u>(338,430.40)</u>

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 3 MONTHS ENDING MARCH 31, 2013

SANITATION FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
SANITATION FUND	487,703.00	41,184.99	119,537.20	368,165.80	121,474.20
	487,703.00	41,184.99	119,537.20	368,165.80	121,474.20
<u>EXPENDITURES</u>					
SANITATION	483,498.00	40,649.31	117,471.10	366,026.90	126,541.56
	483,498.00	40,649.31	117,471.10	366,026.90	126,541.56
	4,205.00	535.68	2,066.10	2,138.90	(5,067.36)



Date: May 8, 2013
To: John Hier, City Manager
From: Tom Whitmore, Parks Director
RE: Garfield County Federal Mineral Lease District Grant Contract

Please find attached the contract for the GCFMLD Grant which was awarded in the amount of \$350,000.00 for Deerfield Park improvements.

Conditions of the grant require City Council to pass a resolution indicating acceptance of the grant agreement and authorizing staff to sign the agreement on behalf of the organization.

This completed, signed document is due to GCFMLD by May 28th.

Thank you,

Tom Whitmore
Parks Director





Garfield County
Federal Mineral Lease District

— Established 2011 —

Monday, April 22, 2013

Tom Whitmore
City of Rifle
202 Railroad Avenue
Rifle, CO 81650

**Re: Spring 2013 Grant Cycle – Traditional Grant Program
Contract No: 13-ST-06**

Dear Tom,

Enclosed please find one original of the Grant Agreement (“Agreement”) pertaining to your grant award from the Garfield County Federal Mineral Lease District (“GCFMLD”) for the Spring 2013 Grant Cycle based on the Grant Application you submitted. Your award remains contingent on mutual execution of the Agreement.

Execution of the Agreement will require a separate resolution passed by your governing body indicating acceptance of the Grant Agreement and its terms and authority to sign the Agreement on behalf of the governing body. Please also note new paragraph 35, a “no later than start date,” used for tracking purposes.

Please make sure the fully executed Grant Agreement is returned timely and with all necessary attachments to the District office no later than the close of business on May 28, 2013. Please direct any questions regarding the Agreement to info@garfieldfmlld.org.

Sincerely yours,

GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT
BOARD OF DIRECTORS

enc: Grant Agreement

cc: file

GRANT AGREEMENT

CONTRACT NUMBER: 13-ST-06
PROJECT NAME: Deerfield Regional Park Phase 1
GRANT: \$350,000
AWARD DATE: April 17, 2013
COMPLETION DATE: April 17, 2015

ORIGINAL

PARTIES TO AGREEMENT:

GRANTOR: Garfield County Federal Mineral Lease District
GRANTEE: City of Rifle, Colorado

Recitals

- A. Grantor is the Garfield County Federal Mineral Lease District (hereinafter "Grantor" or "GCFMLD"), an independent public body politic and corporate formed pursuant to the Colorado Federal Mineral Lease District Act, C.R.S., § 30-20-1301 *et seq* (2012), as amended (hereinafter "the Act"), and governed by a Board of Directors (hereinafter "Board"). Grantor exercises the essential public function of alleviating social, economic, and public finance impacts resulting from federal mineral leasing activities within Garfield County.
- B. Grantor receives federal mineral lease payments from the Colorado Department of Local Affairs annually and is authorized under the Act and 30 U.S.C. §191 to disburse and distribute those payments for specific statutory purposes.
- C. Grantor may grant only to political subdivisions of the State of Colorado for (1) planning, (2) construction and maintenance of public facilities, or (3) provision of public services. 30 U.S.C. §191.
- D. In 2013, Grantor created a grant program, pursuant to which eligible entities could apply for grants for eligible purposes. Grantee responded to the **Spring 2013 Grant Cycle** by submitting a detailed grant application (hereinafter "Grant Application").
- E. Grantor approved Grantee's Grant Application on **April 17, 2013**, subject to the execution of a detailed grant agreement, and subject to the terms and conditions set forth herein. The Parties intend this agreement to be the detailed final grant agreement (hereinafter "Agreement") required by Grantor and referenced in the Grant Application.

Agreement, Terms, and Conditions

NOW, THEREFORE, for and in consideration of the mutual promises or covenants exchanged herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree to the following terms and conditions:

1. *Incorporation of Recitals.* The Recitals set forth above are hereby incorporated into the terms of this Agreement.
2. *Representations and Warranties of Grantee.*
 - a. Grantee is a political subdivision of the State of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement.
 - b. Grantee warrants that any and all statements and representations including all sources and uses of funds made in the Grant Application are true and correct, and that the Grant Application including all attachments and exhibits thereto is incorporated by this reference into this Agreement as if set forth in full and anew.
 - c. Grantee's governing body has authorized entering into this Agreement as evidenced by the resolution attached hereto as **Exhibit A**.
3. *Representations and Warranties of Grantor.*
 - a. Grantor is a duly organized political subdivision of the State of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement.
 - b. Grantor represents and warrants that as of the date of execution of this Agreement it has available sufficient funds necessary to fully fund the amount of the Grant set forth herein.
 - c. The Board has authorized its President to sign this Agreement.
4. *Grant and Project.* Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Grantee a sum not to exceed **three hundred fifty thousand dollars and no cents (\$350,000.00)** (the "Grant"). The Grant shall be used by Grantee solely to complete the Project, in substantial conformity with the final plans, specifications, designs and uses approved by Grantor and in conformity with the Grant Application.
5. *Project Scope.* Grantee shall not materially modify the Project or the Project budget (attached hereto as **Exhibit B**, the "Budget") without the prior written approval of the Grantor, or Grantor's designee, and such approval shall be in Grantor's sole discretion. Any material modification to the Project undertaken without Grantor's prior written consent may be deemed a breach of this Agreement by Grantor, entitling Grantor to all

remedies available under this Agreement. If Grantee determines with reasonable probability that the Project will not or cannot be completed as reflected in the Grant Application, Grantee will promptly so advise the Board, and cooperate in good faith to seek a resolution before any further funds are advanced.

6. *Grantee Efforts.* Grantee shall complete the Project in a timely fashion, in a good and workmanlike manner, and consistent with this Agreement and Grantor's approvals related to the Project.
7. *Completion Date.* Grantee shall complete the Project and submit its Final Report no later than **April 17, 2015** (the "Completion Date"), which is two calendar years after the Board's approval of the Project. Grantee may request an extension of the Completion Date. Extensions of up to 90 days may be awarded by GCFMLD staff. Longer extensions are heavily discouraged and are in the exclusive discretion of the Board. If Grantee determines with reasonable probability that the Project will not or cannot be completed by the Completion Date or any extended completion date, Grantee will promptly so advise Grantor, and cooperate in good faith to seek a resolution before any further funds are advanced.
8. *Matching Funds.* Grantee shall obtain the matching cash and in-kind contributions for the Project as reflected in the Budget and as required by Grantor, and shall provide such evidence of the same as Grantor may require in its reasonable discretion. Funds set aside for contingency are not matching funds.
9. *Disbursement of Funds.* Grantee shall select one of the three reimbursement options below regarding disbursement of funds. Grantee shall indicate its selection using the Reimbursement Options Form, **Exhibit C** (attached).
 - a. *Advance Payment:* If Grantee opts to receive a portion of the Grant funds prior to beginning work on the Project (an "Advance Payment"), Grantee shall provide Grantor with the documentation and calculations described in the **Advance Payment Request Form** available from Grantor. Grantor may, in its discretion, request additional documentation to support making an Advance Payment. An Advance Payment shall not exceed Grantor's percentage of expected overall costs (as determined by the Grantor-approved budget) applied to the value of documented eligible expenses or 50% of the Grant, whichever is less. Notwithstanding remedies elsewhere described herein, an Advance Payment shall be considered a reimbursable financial obligation until the Project is completed and Final Payment as defined below has been made; however, the obligation to repay the Advance Payment shall be triggered in the event of breach, payable in the fiscal year of breach. If Grantee opts to receive an Advance Payment, it may not receive a Progress Payment, as defined below.
 - b. *Progress Payment:* If Grantee has opted to forego an Advance Payment and has opted to receive a portion of the Grant funds after starting but prior to completing work on the Project (a "Progress Payment"), Grantee shall provide Grantor with a

progress report detailing expenditures and progress made to date (“Progress Report”). The Progress Report must be submitted using **Grantor’s Progress Report Form** available from Grantor. Grantor may, in its discretion, request additional documentation to support making a Progress Payment. A Progress Payment shall not exceed Grantor’s percentage of expected overall costs, as determined by the Grantor-approved budget, applied to the value of documented eligible expenses or 50% of the Grant, whichever is less. Notwithstanding remedies elsewhere described herein, a Progress Payment shall be considered a reimbursable financial obligation until the Project is completed and Final Payment as defined below has been made; however, the obligation to repay the Progress Payment shall be triggered in the event of breach, payable in the fiscal year of breach. If Grantee received an Advance Payment, it may not receive a Progress Payment, and Grantee is limited to receiving one Progress Payment.

- c. *Final Payment:* Once the Project is complete, Grantee shall submit a final report to Grantor detailing the accomplishments of and expenditures related to the Project (the “Final Report”). The Project is “complete” when, as applicable to the Project, (1) all planning is completed, (2) all public facilities have been built, or maintenance of the public facilities has been completed, and the public facilities are ready for their intended use, or (3) public services have been provided. The Final Report must be submitted using **Grantor’s Final Report Form** available from Grantor. Grantor may, in its discretion, request additional documentation before its approval of the contents of the Final Report. Upon Grantor’s review and approval of the Final Report, Grantor shall pay the outstanding balance on the Grant (the “Final Payment”), subject to any reductions contemplated by any provision of this Agreement.

10. *Conditions for Disbursement.* Except as provided in Paragraph 10 below, the Grant is subject to the following requirements and conditions.

- a. The Grant and all matching funds shall be used only for (1) planning, (2) construction and maintenance of public facilities, or (3) provision of public services and consistent with Grantee’s representations in the Grant Agreement. Determinations on eligible and ineligible costs are in Grantor’s sole discretion.
- b. Disbursement of Grant funds shall be made on the basis of costs actually incurred by Grantee and supported by written documentation (receipts, bills, etc.). Grantor may, in its discretion, depending on the nature of the Project, require documentation of mechanics lien waivers or waivers of claims to public project performance bonds as a precondition to any disbursement under this Agreement.
- c. Except as otherwise agreed to in advance by Grantor in accordance with the terms of this Agreement, no material modifications may be made to the Project. Material modifications to the Project to which Grantor has not agreed may result in a reduction in the Grant. “Material modifications” may include, but are not necessarily limited to, a reduction in the total cost of the Project or any other variance from the

Project as presented in the Grant Application. It is the sole responsibility of Grantee to inform Grantor of any such modifications to the Project. Grantor strongly encourages Grantee to contact Grantor in writing when it becomes aware of or wishes to make any such modifications, however seemingly minor, to the Project.

11. *Sufficiency of Grant Funds.* Grantor warrants that Grantor has available sufficient funds to fund the Grant.
12. *Project Operation and Maintenance.*
 - a. As applicable to the construction and maintenance of public facilities, Grantee shall operate, manage, and maintain the Project in a reasonable state of repair for the purposes specified in the Grant Application for a period of 25 years from the date of completion of the Project or the useful life of the Project, whichever is less, in accordance with product warranties and/or generally accepted standards applicable to the Project, and provide and maintain access to the Project and to the Property, regardless of the Property's ownership.
 - b. Failure to comply with the provisions of Paragraph 12.a. may be deemed a breach by Grantee under Paragraph 20, below.
 - c. Grantor shall not be liable for any cost of maintenance, management or operation of the Project.
 - d. Within 60 days of a reasonable request by Grantor, Grantee will provide Grantor with adequate records reflecting the operating and maintenance costs of the Project and provide the Board with such other information concerning the use of the Project by the public and the impact of the Project.
13. *Public Access.* As applicable to the construction and maintenance of public facilities, Grantee agrees, for itself and its successors in interest, to allow reasonable public access to the Project given the nature and use of the public facilities, for the term specified in Section 12. Grantee may temporarily close such public access for construction, maintenance, emergency situations, or other reasonable purposes.
14. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, permits, approvals, and other similar requirements.
15. *Nondiscrimination.* During the performance of this Agreement, Grantee and its contractors, subcontractors and agents shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex, or any other basis prohibited by local, state or federal law. Grantee and its contractors shall ensure

that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Further, during the performance of this Agreement, Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access and use of the Project.

16. *Publicity and Project Information.*

- a. Grantee shall erect and maintain a sign or signs at a prominent location on the Project site acknowledging the assistance of the Garfield County Federal Mineral Lease District. Grantor will provide such sign(s) at no cost to Grantee. Alternatively, Grantor will provide reproducible samples of its logo to Grantee for custom signage.
 - i. Grantor shall approve in advance the design of any sign(s) materially varying from the sign(s) provided by Grantor. To obtain such approval, Grantee shall submit to Grantor plans describing the number, design, placement, and wording of sign(s) and placard(s). Plans shall be submitted to Grantor for review and approval prior to completion of the Project. Where signage is impractical, a determination in the Grantor's sole discretion, Grantee agrees to proceed pursuant to paragraph 16.a.iii below.
 - ii. Grantor may withhold Final Payment pending evidence of placement of signage.
 - iii. In the case where the Grant is given for planning or public services, Grantee shall prominently display an indoor plaque or other suitable marker acknowledging the assistance of the Garfield County Federal Mineral Lease District. Grantor will provide such signs at no cost to Grantee. The plaque or marker shall be displayed in Grantee's principal place of business or other logical location as determined by Grantor.
 - iv. This requirement may be waived in Grantor's sole discretion.
 - v. Grantee shall inform the GCFMLD of the need for a replacement sign(s) or plaque due to damage, destruction, or disrepair. Grantor's failure to provide a replacement sign(s) or plaque shall relieve Grantee of the obligations of this paragraph.
- b. Grantee shall acknowledge GCFMLD funding in all publicity issued by it concerning the Project.
- c. Grantee shall cooperate with the GCFMLD or its designee in advance in preparing public information pieces related to the Project.
- d. Grantee shall give the GCFMLD the right and opportunity to use information gained from the Project.

- e. Grantee shall give the GCFMLD a minimum 30 days' notice of any Project grand openings, dedications, or other events.
- f. Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly, members of the board of county commissioners of the county or counties in which the Project is located, as well as to other appropriate public officials, upon request of Grantor.
- g. Grantee shall provide quality digital photographs (or printed photographs, if unable to provide digital photographs) of the completed Project with the Final Report, upon request of Grantor.
- h. At no time shall Grantee represent in any manner to the public or to any party that it is affiliated with the GCFMLD or acting on behalf of the GCFMLD.

17. *Liability.* The Grantor and Grantee acknowledge that each is subject to the constitutional prohibitions against indemnification pursuant to Colorado Constitution article XI, § 1 and that as governmental entities, neither party can agree to indemnify the other. Nothing herein shall be deemed a waiver of the Colorado Governmental Immunity Act for or by either party. C.R.S. § 24-10-101 *et seq.* (1963) as amended.

18. *Audits and Accounting.* Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The accounts, documents, and records related to the Project shall be retained by Grantee for not less than five (5) years following the date of disbursement of funds under this Agreement. Grantor, or its designated agent, shall have the right, upon reasonable notice to Grantee, to audit the books and records of Grantee which pertain to the Project and to the use and disposition of the Grant. While Grantee is not required to use GAAP (Generally Accepted Accounting Principles), Grantee shall use reasonable and appropriate accounting systems in maintaining the required records hereunder.

19. *Inspection.* Throughout the term of this Agreement, Grantor shall have the right to inspect the Project to ascertain compliance with this Agreement.

20. *Breach; Withdrawal of Board Funding; Termination of Agreement.* Anything else in this Agreement or otherwise to the contrary notwithstanding, Grantor may withdraw, in whole or in part, the Grant and/or terminate this Agreement, if the Board determines in its discretion that:

- a. facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Grant as contemplated infeasible or impractical;
- b. any material modifications in the scope or nature of the Project have occurred from that which was presented in the Grant Application and such material modifications have not received the prior written approval of Grantor;

- c. any statement or representation made by Grantee in the Grant Application, this Agreement, the Advance Payment documentation, the Progress Report, the Final Report, or otherwise is untrue, inaccurate or incomplete in any material respect;
- d. the results of Grantor's review of the Advance Payment documentation, the Progress Report, or the Final Report are not acceptable to Grantor with respect to material representations therein;
- e. the Project will not or cannot be completed by the Completion Date or any extensions granted thereto or delays in the implementation of the Project have occurred which, in Grantor's sole judgment, make the Project impracticable;
- f. the Project will not or cannot be completed within the Budget or any approved modifications, or the total Project cost and/or Grantee's matching funding are reduced;
- g. title to or encumbrances against the Property are or become such that Grantee is unable to complete the Project, or the Project and/or the Property are or become unavailable for public use;

21. *Remedies.*

- a. In the event that Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, Grantor may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:
 - i. Prior to payment of Grant:
 - A. Withdraw the Grant and terminate this Agreement; and,
 - B. Deny Grantee eligibility for participation in future GCFMLD grants, loans or projects.
 - ii. After payment (partial or full) of Grant:
 - A. Deny Grantee eligibility for participation in future GCFMLD grants, loans or projects;
 - B. Seek specific performance of Grantee's obligations under this Agreement;
 - C. Seek reimbursement in full of disbursement made under the Grant.
- b. The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity.

22. *Good Faith.* There is an obligation of good faith on the part of both parties, including the obligation to make timely communication of information which may reasonably be believed to be material to the other party.
23. *Assignment.* Grantee may not assign its rights under this Agreement without the prior written consent of Grantor, which consent shall be in the discretion of Grantor. Any assignment shall require that, at a minimum, the assignee is eligible to receive grants from Grantor and assumes all of Grantee's ongoing obligations under this Agreement.
24. *Applicable Law.* This Agreement shall be governed by the laws of the State of Colorado and the United States of America, and venue for any dispute hereunder shall lie exclusively in the 9th Judicial District Court, State of Colorado, in Glenwood Springs, CO.
25. *No Joint Venture.* Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee or other relationship between the parties hereto other than independent contracting parties. Except as permitted under the remedies provisions hereunder, neither party shall have the express or implied right to act for, on behalf of, or in the name of the other party.
26. *Severability.* If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision, other than those as to which it is found to be invalid, shall remain in full force and effect.
27. *Time is of the Essence.* Time is of the essence in this Agreement.
28. *Survival.* The terms and provisions of this Agreement and the parties' covenants hereunder shall survive the funding of the Grant and the completion of the Project.
29. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by telecopy or e-mail as if they were original signatures.
30. *Third Party Beneficiary.* Grantor and Grantee hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between Grantor and Grantee, and that no third party beneficiaries are intended.
31. *Construction.* Each party hereto has reviewed this Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement.
32. *Waiver.* The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach

of the same, similar or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

33. *TABOR*. No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate either party to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant to or in aid of any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

34. *Entire Agreement*. Except as expressly provided herein or below, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes to this Agreement shall be valid unless made as an amendment to this contract, approved by the Board, and signed by the parties.

Exhibit A – Resolution Approved by Grantee’s Governing Body Authorizing Execution of this Agreement

Exhibit B – Project Budget

Exhibit C – Reimbursement Options Form

35. *No Later Than Start Date*. The GCFMLD’s mission includes the expeditious distribution of funding, which means the projects it funds are started and completed in a timely manner. A “no later than start date” is Grantee’s good faith estimate of the date by which the Project will commence. This date varies depending on the type of project, and is used by the Board for informational and tracking purposes only. Indicate this date below, and briefly describe the action(s) Grantee considers “starting” the Project. Examples: bid award date, groundbreaking, execution of construction contract, date of first program, etc. This date does not alter the Completion Date in paragraph 7 above.

No Later Than Start Date: _____ (mm/dd/yyyy).

Description: _____

ORIGINAL

36. *Execution.* To be eligible for the Grant, Grantee shall fully execute the original Agreement including all Exhibits listed in paragraph 34 above and deliver the same to Grantor no later close of business on **May 28, 2013**. Thereafter, Grantor will execute the Agreement and retain the original in the GCFMLD offices, returning a photocopy to Grantee.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the __ day of May, 2013.

GRANTOR:
GARFIELD COUNTY
FEDERAL MINERAL LEASE DISTRICT

GRANTEE:
CITY OF RIFLE, COLORADO

By: _____
Gregg Rippy
President, GCFMLD Board

By: _____
John Hier
City Manager, City of Rifle

ORIGINAL

ATTACH EXHIBIT A

ATTACH EXHIBIT B



Garfield County
Federal Mineral Lease District
Established 2011

EXHIBIT C - Reimbursement Options

The Garfield County Federal Mineral Lease District (“GCFMLD”) offers three payment options for the reimbursement of grants awarded. The payment options have been summarized below. Upon reviewing the options please sign in the appropriate spot to indicate which reimbursement scenario will best accommodate your grant. Return this completed form to the GCFMLD with your executed Grant Agreement.

Option 1 – Advance Payment Prior to Project

- Applicant may request one payment prior to commencement of work on a project, only IF the following situations apply:
- Up to 50% of the grant award may be requested with a signed construction contract between the applicant and a contractor.
- All usual reporting requirements, including documentation of cash and in-kind contributions and the total project and a report comparing the approved budget vs. actual use of funds, must be submitted prior to payment

Option 2 – Partial Payment (as a standard option, rather than only upon request)

- Applicant may request one partial payment during the execution of the Grant Agreement.
- Up to 50% of the grant award may be requested.
- Partial grant payment will reimburse the Grantee for actual expenditures made in the performance of the executed Grant Agreement.
- All partial grant payments shall be based upon approved financial status reports documenting the expenditures made to date. Progress reports and staff review of the reporting may not be as detailed as it will be a final report stage, in order to facilitate payment.
- Final payment will be made upon full completion of the project and submission of all final report documentation. Final report materials include documentation to support all cash and in-kind contributions and the total project cost. Grantees are also required to submit a report comparing the approved budget vs. actual use of funds. The GCFMLD reserves the right to withhold all or a portion of the final payment should we find that ineligible expenses were included either in a progress report or at final report stage.

Option 3 – Final Grant Payment

- The entire grant award will be paid upon full completion of the project and submission of a final report that indicates the project was completed in accordance with the grant agreement.
- A final report including documentation of cash and in-kind contributions and the total project cost a report comparing the approved budget vs. actual use of funds, must be submitted prior to payment.

PLEASE CIRCLE PREFERRED OPTION: OPTION 1 OPTION 2 OPTION 3

_____ Signature

_____ Name and Title (print)

Contract #: _____

ORIGINAL

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 5
SERIES OF 2013**

A RESOLUTION OF THE CITY OF RIFLE, COLORADO APPROVING THE
GRANT AGREEMENT BETWEEN THE CITY OF RIFLE AND THE
GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT
REGARDING DEERFIELD REGIONAL PARK PHASE 1.

WHEREAS, the Garfield County Federal Mineral Lease District ("GCFMLD") is an independent public body politic and corporate formed pursuant to the Colorado Federal Mineral Lease District Act, C.R.S. §30-20-1301 *et seq.*, and receives federal mineral lease payments from the Colorado Department of Local Affairs annually for the purpose of disbursing and distributing those payments for specific statutory purposes; and

WHEREAS, the City has applied for and received a grant of \$350,000.00 from GCFMLD to make improvements at Deerfield Regional Park, Cooper Field, to install infrastructure, construct in-ground dugouts, a concession stand, restrooms, a press box and to install bleachers and install a plaza area including seat walls and ADA accessible sidewalk ramps, (the "Project"), subject to the execution of a grant agreement with GCFMLD detailing the terms and conditions of the grant, including, but not limited to, disbursement of funds for and management of the Project; and

WHEREAS, the Rifle City Council desires to authorize its Manager to execute the grant agreement for the Project on behalf of the City.

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

1. The City incorporates the foregoing recitals as findings by the City Council.
2. The Rifle City Council hereby authorizes Matt Sturgeon, Rifle City Manager, to sign the grant agreement for the Project with GCFMLD.
3. The City Council hereby authorizes the expenditure of funds in 2013 as necessary to meet the terms and obligations of the grant agreement and application. Nothing herein constitutes the approval of a multiple fiscal year obligation by the City.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 15th of May, 2013.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk

Report Criteria:

Summary report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1004						
Verizon Wireless						
	9703404797	CITY OF RIFLE-CELL PHONES	04/18/2013	4,519.87	4,519.87	05/03/2013
Total 1004:				4,519.87	4,519.87	
1009						
B & B Plumbing, Inc						
	38954	ROOTED SEWER LINE	04/11/2013	193.50	.00	
	39076	BRASS BUSHING	04/05/2013	37.60	.00	
	39111	REPAIRED URINALS	05/01/2013	275.30	.00	
	39124	RIFLE POOL START UP	05/01/2013	298.00	.00	
Total 1009:				804.40	.00	
1018						
Valley Lumber						
	78921	HANGER PIPE STRAP	04/05/2013	2.72	.00	
	79242	DRILL BIT POINT CHISEL	04/16/2013	31.98	.00	
	79400	GLUE THREAD LOCK	04/22/2013	3.99	.00	
	79476	CUTOFF BLADE	04/24/2013	4.58	.00	
	79495	SOCKET ADAPTER	04/24/2013	6.98	.00	
	79516	SHOP TOWELS	04/25/2013	17.48	.00	
	79548	CHAIN STRAIGHT LINK	04/26/2013	93.35	.00	
	79627	MARK IT SPRAY PAINT	04/29/2013	19.47	.00	
	79628	METAL KEY BLANK	04/29/2013	7.96	.00	
	79773	CONSTRUCTION FIR	05/02/2013	15.59	.00	
	79794	FLUTED MASORY NAIL	05/03/2013	2.79	.00	
Total 1018:				206.89	.00	
1022						
Central Distributing Co						
	943789	Supplies	04/17/2013	329.44	.00	
	944433	Supplies	04/24/2013	88.41	.00	
	944436	Supplies	04/24/2013	153.27	.00	
	944438	Supplies	04/24/2013	85.59	.00	
	945201	Supplies	05/01/2013	268.89	.00	
	945885	Supplies	05/08/2013	148.24	.00	
Total 1022:				1,073.84	.00	
1059						
Consolidated Electrical Distr						
	4983-538530	HALCO	04/23/2013	61.72	.00	
Total 1059:				61.72	.00	
1065						
Dodson Engineered Products Inc						
	165292	NEW STYLE RED PRESS ASSE	04/04/2013	234.87	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1065:				234.87	.00	
1076						
Garfield County Treasurer						
	033113	Landfill	03/31/2013	650.58	.00	
Total 1076:				650.58	.00	
1100						
Karp, Neu, Hanlon P.c.						
	14044	GENERAL NON PLANNING	04/30/2013	10,466.29	.00	
	14045	wATER	04/30/2013	5,599.46	.00	
	14045.	wATER RIGHTS	04/30/2013	5,599.45	.00	
	14046	GENERAL PLANNING	04/30/2013	299.00	.00	
	14047	UMPTRA	04/30/2013	152.00	.00	
	14048	SEWER FUND	04/30/2013	323.00	.00	
	14049	UTE	04/30/2013	95.00	.00	
	14050	PARKS REC	04/30/2013	152.00	.00	
	14051	CULTIVATION CUP	04/30/2013	301.00	.00	
	14052	SILLS REZONE	04/30/2013	107.50	.00	
Total 1100:				23,094.70	.00	
1105						
Meadow Gold Dairies						
	50213523	DAIRY PRODUCTS/SENIOR CT	04/23/2013	102.70	.00	
	50213602	DAIRY PRODUCTS/SENIOR CT	04/30/2013	79.32	.00	
	50213625	DAIRY PRODUCTS/SENIOR CT	05/02/2013	16.32	.00	
Total 1105:				198.34	.00	
1110						
Napa Auto Parts						
	280004	EYE WASH	04/19/2013	13.69	.00	
	280371	OIL FILTER	04/22/2013	10.79	.00	
	280372	OIL	04/22/2013	15.29	.00	
	280591	BACK UP LIGHT SWITCH	04/23/2013	97.84	.00	
	280623	SADDLE BLANKET COVER	04/23/2013	49.98-	.00	
	280625	SEAT COVER BENCH	04/23/2013	46.88	.00	
	280931	F WASHER	04/25/2013	3.06	.00	
	281134	LITERBAGS	04/26/2013	72.27	.00	
	281587	WARRANTY	04/29/2013	103.44-	.00	
	281631	PAINT	04/30/2013	13.54	.00	
	281684	GLASS CLEANER	04/30/2013	10.68	.00	
Total 1110:				130.62	.00	
1117						
Otis Elevator Company						
	TLVO4153V51	SERVICE CONTRACT-5-1-13-4-3	04/22/2013	1,268.76	.00	
Total 1117:				1,268.76	.00	
1118						
Parts House						
	5613-24575	SPREAD KT-3	02/21/2013	3.39	.00	
	5613-25638	V-BELT	04/26/2013	584.24	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1118:				587.63	.00	
1120						
Xcel Energy Inc						
	0468711920	1221 E CENTENNIAL PKWY	04/24/2013	14.54	14.54	05/03/2013
Total 1120:				14.54	14.54	
1132						
Rifle Lock & Safe						
	32400	BOBCAT KEYS	04/24/2013	8.75	.00	
	32422	KEYS	05/07/2013	5.25	.00	
Total 1132:				14.00	.00	
1138						
Schmueser/Gordon/Meyer, Inc						
	99055A-180	ACACIA AVE WATERLINE EXTE	04/29/2013	2,310.00	.00	
	99055P-5	CDOT PERMITTING RIFLE WTP	04/23/2013	2,440.00	.00	
Total 1138:				4,750.00	.00	
1145						
Thatcher Company						
	1307014	Aluminum Sulfate (ALUM) for wat	04/15/2013	5,103.60	.00	
Total 1145:				5,103.60	.00	
1188						
Jean's Printing						
	130731	printing	03/12/2013	1,269.69	.00	
	131182	printing	04/15/2013	186.71	.00	
	131226	printing	04/17/2013	359.28	.00	
	131285	printing	04/23/2013	31.09	.00	
Total 1188:				1,846.77	.00	
1191						
Lewan & Associates, Inc						
	289930	B&W METER	04/22/2013	510.31	.00	
	296543	B&W METER	05/01/2013	6.37	.00	
Total 1191:				516.68	.00	
1258						
Hach Company						
	8264967	SULFURIC ACID	04/23/2013	185.98	.00	
Total 1258:				185.98	.00	
1339						
Grand Junction Pipe & Supply						
	3013606	CONDUIT 90 ELL S40	04/22/2013	158.08	.00	
	3015387	BALL CURB COMP	04/25/2013	438.04	.00	
	3015388	GEL GROUT AV 202	04/25/2013	356.40	.00	
	3015389	MUELLER HYD OIL GAL	04/25/2013	196.40	.00	
	3017619	COMP X MPT ADPTR	04/30/2013	142.63	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	3017626	OAKUM REG BROWN CUT	04/30/2013	40.00	.00	
	3021315	CI VALVE BOX TOP	05/06/2013	218.71	.00	
Total 1339:				1,550.26	.00	
1692						
A-1 Traffic Control						
	29863.	SIGN RENTAL	03/31/2013	120.00	.00	
Total 1692:				120.00	.00	
1768						
Faris Machinery Company						
	PS0004729-1	CURTAIN SUPPORT	04/19/2013	664.89	.00	
Total 1768:				664.89	.00	
1830						
Grand Valley Foods						
	126260	FOOD PRODUCT/SR CENTER	04/26/2013	534.28	.00	
	126327	FOOD PRODUCT/SR CENTER	04/30/2013	162.53	.00	
Total 1830:				696.81	.00	
2169						
Information Systems Consulting						
	SIN001059	VMWare support and licensing	03/04/2013	11,037.00	11,037.00	05/03/2013
	SIN001062	Cisco Smartnet yearly maintenanc	03/04/2013	16,344.00	16,344.00	05/03/2013
	SIN001581	SUPPORT SERVICES	04/12/2013	277.50	.00	
	SIN001596	SUPPORT SERVICES	04/12/2013	185.00	.00	
Total 2169:				27,843.50	27,381.00	
2208						
Amerigas						
	3016958719	PROPANE/CE	04/18/2013	124.74	.00	
	3017016666	PROPANE/WATER	04/20/2013	629.36	.00	
Total 2208:				754.10	.00	
2497						
Techdepot/Solution 4Sure						
	B13048155V1	BLACK PRINT CARTRIDGE	04/24/2013	169.12	.00	
Total 2497:				169.12	.00	
2540						
Walker Electric						
	4502	RESET TIME CLOCK	04/22/2013	130.00	.00	
Total 2540:				130.00	.00	
2846						
Colo Mtn News Media						
	9022733R	AD	03/26/2013	1,026.00	1,026.00	05/03/2013
	9027057R 032	AD	03/27/2013	125.00	125.00	05/03/2013

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2846:				1,151.00	1,151.00	
2960						
Walmart Community						
	002909	SUPPLIES	05/02/2013	27.88	27.88	05/03/2013
	022999	SUPPLIES	04/22/2013	353.49	353.49	05/03/2013
	025242	BATTERIES	04/25/2013	59.85	59.85	05/03/2013
Total 2960:				441.22	441.22	
3015						
Kroger/King Sooper Cust Charge						
	007221	FOOD SUPPLIES	04/29/2013	106.80	106.80	05/03/2013
	090098	SNACKS MEETING	04/30/2013	18.38	18.38	05/03/2013
	095177	FOOD SUPPLIES	04/30/2013	14.95	14.95	05/03/2013
	115369	FOOD SUPPLIES	05/01/2013	33.29	33.29	05/03/2013
	140152	FOOD SUPPLIES	04/24/2013	14.90	14.90	05/03/2013
	151739	FOOD SUPPLIES	05/01/2013	22.36	22.36	05/03/2013
Total 3015:				210.68	210.68	
3083						
ALSCO						
	1309804	LAUNDRY/senior center	04/23/2013	42.49	.00	
	1312420	LAUNDRY/senior center	04/30/2013	42.81	.00	
Total 3083:				85.30	.00	
3389						
Sandy's Office Supply Inc						
	024671	SUPPLIES	04/22/2013	552.47	.00	
Total 3389:				552.47	.00	
3628						
Deussen, Richard						
	050113	REIMBURSEMENT EXPENSES	05/01/2013	267.48	267.48	05/03/2013
Total 3628:				267.48	267.48	
3780						
Concrete Equipment						
	138100	LIMESTONE	04/17/2013	17.00	.00	
	138351	LIMESTONE	04/25/2013	45.00	.00	
Total 3780:				62.00	.00	
4141						
True Brew Coffee Service						
	149806	COFFEE	05/02/2013	123.50	.00	
Total 4141:				123.50	.00	
4181						
Crown Awards						
	31769448	MEDALS	04/23/2013	546.50	546.50	05/03/2013

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4181:				546.50	546.50	
4207						
Radio Shack						
	10155596	9V ENERCELL BATTERY	04/24/2013	14.99	.00	
	10155700	BATTERY	04/29/2013	24.99	.00	
	10155803	80 G RED RADIATE USB	05/02/2013	9.99	.00	
Total 4207:				49.97	.00	
4240						
Platinum Plus For Business						
	KEHOE 04111	SOFTWARE	04/11/2013	553.57	553.57	05/03/2013
Total 4240:				553.57	553.57	
4522						
Lifeguard Store Inc The						
	129650	AQUATIC MATTING	05/01/2013	525.00	.00	
	129651	DIVING BOARD	05/01/2013	2,048.00	.00	
	129804	LIFE GAURD SWIM SUITES	05/01/2013	1,888.47	.00	
	129851	LIFE GAURD SWIM SUITES	05/01/2013	457.00	.00	
Total 4522:				4,918.47	.00	
4701						
Tri County Fire Protection						
	100963	ANNUAL MAIN INSPECTION	04/18/2013	35.00	.00	
Total 4701:				35.00	.00	
4825						
Cross Propane Gas						
	45132	Propane Gas at O&M Shop	04/24/2013	1,563.90	.00	
Total 4825:				1,563.90	.00	
4879						
Cardiff Cleaning Services						
	4748	CLEANING JUSTICE CENTER	04/15/2013	4,175.00	.00	
Total 4879:				4,175.00	.00	
5023						
CASELLE INC						
	49335	CONTRACT SUPPORT/FINANC	05/01/2013	1,214.00	.00	
Total 5023:				1,214.00	.00	
5253						
FASTENAL						
	56180	PRODEERSKIN	04/15/2013	16.17	.00	
	56219	CROWSFOOT	04/17/2013	9.84	.00	
	56238	REPLACEMENT GASKET	04/18/2013	7.20	.00	
Total 5253:				33.21	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5356						
Rifle City Petty Cash - Pool						
	050113	petty cash for the pool	05/01/2013	300.00	300.00	05/03/2013
Total 5356:				300.00	300.00	
5413						
Bruno, Colin, Jewell & Lowe PC						
	128445	Legal Fees	03/31/2013	175.50	175.50	05/03/2013
Total 5413:				175.50	175.50	
5518						
CURRENT SOLUTIONS						
	4848	PULLED CABLE	03/18/2013	322.85	.00	
Total 5518:				322.85	.00	
5613						
SunEdison, LLC/pump station						
	771305019828	PUMP STATION #1	05/03/2013	4,869.71	4,869.71	05/03/2013
Total 5613:				4,869.71	4,869.71	
5752						
Accutest Mountain States						
	D4-37035	alkalinity, organic carbon/water te	04/29/2013	349.00	.00	
Total 5752:				349.00	.00	
5768						
HP Geotech						
	0113551	Geotechnical Services for EIC Ph	03/30/2013	928.50	.00	
Total 5768:				928.50	.00	
5833						
SunEdison, LLC/SunE U6 holding						
	781305019812	energy innovation center	05/03/2013	13,810.90	13,810.90	05/03/2013
Total 5833:				13,810.90	13,810.90	
5846						
Mesa County Health Department						
	1098-13	Water Testing	04/23/2013	20.00	20.00	05/03/2013
	1099-13	Water Testing	04/23/2013	20.00	20.00	05/03/2013
	1100-13	Water Testing	04/23/2013	20.00	20.00	05/03/2013
Total 5846:				60.00	60.00	
6028						
Jan Walker						
	39	PERFORMANCE PIANO	04/19/2013	40.00	40.00	05/03/2013
Total 6028:				40.00	40.00	
6043						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Wilkins Angie	043013	REIMBURSEMENT MILES	04/30/2013	45.20	45.20	05/03/2013
Total 6043:				45.20	45.20	
6067						
Mountain Roll-offs, Inc.	050113	MONTHLY FEE	05/01/2013	36,048.95	.00	
Total 6067:				36,048.95	.00	
6109						
Aero-Mod, Inc	SO23623-01	STATOR	05/02/2013	403.09	.00	
Total 6109:				403.09	.00	
6137						
Impressions of Aspen	17309	PRINTERS	01/28/2013	1,150.00	1,150.00	05/03/2013
	17487	XEROX TONER	02/26/2013	439.96	439.96	05/03/2013
	17572	PRINTER	03/12/2013	575.00	575.00	05/03/2013
Total 6137:				2,164.96	2,164.96	
6225						
BRUBACHER DESIGN	855	SIGNS	04/30/2013	244.00	.00	
	859	SIGN	05/02/2013	575.00	.00	
Total 6225:				819.00	.00	
6242						
Xerox Corporation	067554245	XEROX MACHINE	04/20/2013	6,264.00	.00	
	067828718	BASE CHARGE	05/01/2013	276.29	.00	
Total 6242:				6,540.29	.00	
6262						
Storm King Mechanical LLC	3294	INSTALL NEW BASEBOARD	04/24/2013	5,920.00	.00	
Total 6262:				5,920.00	.00	
6330						
COUNTY HEALTH POOL	050113	COBRA	05/01/2013	1,329.86	1,329.86	05/03/2013
	050313	IT	05/03/2013	102,016.08	102,016.08	05/03/2013
Total 6330:				103,345.94	103,345.94	
6354						
ALL SEASONS LAUNDRY	24717	GYM TOWELS	04/30/2013	165.36	.00	
Total 6354:				165.36	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6355						
LAFARGE WEST INC						
	26863625	ULTRA SERIES	04/17/2013	418.25	.00	
Total 6355:				418.25	.00	
6401						
Synergy Gymnastics Academy, LLC						
	050313	COLLECTED FEES ARPIL 2013	05/03/2013	4,334.20	4,334.20	05/03/2013
Total 6401:				4,334.20	4,334.20	
6402						
CENTURY LINK						
	6250108 04221	SENIOR CENTER	04/22/2013	143.01	143.01	05/03/2013
	6254904 04221	POLICE	04/22/2013	103.37	103.37	05/03/2013
	6254960 04221	POLICE	04/22/2013	112.86	112.86	05/03/2013
	6257330 04221	OM	04/22/2013	419.21	419.21	05/03/2013
	6259179 04221	FINANCE	04/22/2013	90.02	90.02	05/03/2013
	K-719-1113095	FITNESS CENTER	04/22/2013	324.10	324.10	05/03/2013
	K-7191113095	PARKS	04/22/2013	633.82	633.82	05/03/2013
Total 6402:				1,826.39	1,826.39	
6485						
Tisco Inc/Energy Equip-GrandJct						
	10625 050113	SUPPLIES	05/01/2013	175.76	.00	
	10626 050113	SUPPLIES	05/01/2013	163.34	.00	
	10629 050113	SUPPLIES	05/01/2013	46.05	.00	
Total 6485:				385.15	.00	
6568						
MICRO PLASTICS						
	95812	BRASS PLATE	04/01/2013	52.18	.00	
	96166	BRASS PLATE	04/29/2013	62.75	.00	
Total 6568:				114.93	.00	
6582						
WESLEY DAVID BARTON						
	043013	CENTENNIAL CONCERT SERIE	04/30/2013	750.00	750.00	05/03/2013
Total 6582:				750.00	750.00	
6606						
Western Slope Supplies, Inc.						
	689666	WATER	04/15/2013	15.00	.00	
	8219736	WATER	04/08/2013	14.20	.00	
	8219903	WATER	04/22/2013	7.35	.00	
Total 6606:				36.55	.00	
6612						
CEDAR NETWORKS						
	162864	INTERNET SERVICES	05/01/2013	2,260.00	2,260.00	05/03/2013

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 6612:				2,260.00	2,260.00	
6633 SUNSENSE INC						
	041213	SOLAR REBATE	04/12/2013	239.75	239.75	05/03/2013
Total 6633:				239.75	239.75	
6728 CB INDUSTRIES-DELTA, INC.						
	050113	BIOSOLIDS APRIL 2013	05/01/2013	4,026.75	.00	
Total 6728:				4,026.75	.00	
6732 TIRE TECH, LLC						
	12-7060	FLAT REPAIR	04/25/2013	115.00	.00	
Total 6732:				115.00	.00	
6744 LSC Transportation Consultants						
	46752	PROFESSIONAL SERVICES	05/03/2013	751.25	.00	
Total 6744:				751.25	.00	
6790 O'REILLY AUTO PARTS						
	772790	JACK STANDS	04/30/2013	34.99	.00	
Total 6790:				34.99	.00	
6804 Glasco UV LLC						
	33006	UV Bulbs/Ballasts	04/26/2013	779.00	.00	
	33049	BALLAST CARD	05/03/2013	1,898.00	.00	
Total 6804:				2,677.00	.00	
6826 CALLAWAY PACKING INC						
	12265	FOOD SUPPLIES	04/23/2013	939.49	.00	
Total 6826:				939.49	.00	
6831 CABOT NORIT AMERICAS INC						
	526770	HYDRODARCO	05/01/2013	18,792.00	.00	
Total 6831:				18,792.00	.00	
6834 CLEOA						
	042913	SFST INSTRUCTOR COURSE	04/29/2013	175.00	175.00	05/03/2013
Total 6834:				175.00	175.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6835 PACK, SARAH						
	041213	REFUND- SALES TAX LICENSE	04/12/2013	12.00	12.00	05/03/2013
Total 6835:				12.00	12.00	
6836 COLORADO MANUFACTURERS DIRECTORY						
	F96486-00	ADVERTISING	04/09/2013	172.00	.00	
Total 6836:				172.00	.00	
Grand Totals:				307,545.69	169,495.41	

Dated: _____

City Finance Director: _____

Report Criteria:

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

James S. Neu
jsn@mountainlawfirm.com

Of Counsel
Anna S. Itenberg
Greg S. Russi

www.mountainlawfirm.com

May 10, 2013

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

Re: May 15, 2013 City Council Meeting

Dear Mayor Miller and Members of the Rifle City Council:

The purpose of this letter is to briefly outline items we worked on for the May 15, 2013 Rifle City Council Meeting.

1. Ordinance No. 7, Series of 2013 (Amending Chapter 16 to Adopt CWCB Flood Regulations). In 2010, the Colorado Water Conservation Board promulgated rules and regulations to help prevent flooding and the negative impacts of floods by limiting development and other activities in floodplains throughout the State. The rules must be adopted by all Colorado municipalities. Recently, the CWCB suggested edits and amendments that the City needs to incorporate into Chapter 16, Article 12 of the Rifle Municipal Code in order to comply with the Rules and Regulations for Regulatory Floodplains in Colorado. Ordinance No. 7, Series of 2013 adopts the CWCB's suggested edits and amends Chapter 16, Article 12 of the Rifle Municipal Code. The new Rules do not need to be in effect until January 2014, so the Ordinance is amended with an effective date of January 1, 2014 as shown highlighted in the ordinance. We continued second reading of this ordinance for the City Engineer to analyze the implementation of the revised definition of "development" to include the storage of materials or equipment and he is comfortable with that new definition.

We recommend adoption of Ordinance No. 7, Series of 2013, as amended, on second reading.

KARP NEU HANLON, P.C.

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

Very truly yours,

KARP NEU HANLON, P.C.

James S. Neu

JSN/
Enclosures



Date: May 7, 2013
To: John Hier, City Manager
From: Tom Whitmore, Parks Director
RE: PRAB Alternate Member Appointment

We are pleased to have received applications from two candidates interested in serving in the alternate position for the Park and Recreation Advisory Board (see attached applications). The term for the alternate position will expire January 31, 2014.

City Council will interview the PRAB candidates at the May 15th work session from 6:00 to 6:30 p.m. and will make the appointment during the City Council meeting later that evening.

Thank you,

Tom Whitmore
Parks Director





Rifle Parks and Recreation Advisory Board Application 2013

Name JOHN DYER
Address 1405 FIR CT
City RIFLE State CO Zip 81650
Phone 989-3149 Other phone _____
E-mail blackraven207@hotmail.com

Do you live within Rifle city limits? Yes No

Are you over the age of 55? Yes No

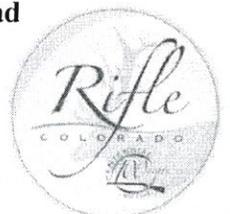
Please answer all questions. Attach additional sheets as necessary.

Why would you like to be on the advisory board?

What can you bring to the board?

What is your current involvement in Rifle's parks and recreation?

Please return this form and attachments to Rifle Parks & Recreation, 202 Railroad Ave., Rifle, CO 81650 or twhitmore@riflco.org by 5 PM, April 19th, 2013.



John Dyer
1405 Fir Court
Rifle CO 81650
(970)989-3149
Blackraven207@rifleco.org

Why would you like to be on the Advisory Board?

I am very interested in building community within the city of Rifle. The City of Rifle Parks and Recreation programs are very important toward that goal. They provide a positive focal point for families and citizens. Anything that we can do to improve and promote this important city function will help to build a stronger and safer community.

What can you bring to the board?

I think that the biggest thing I can bring is that I have a full understanding of what the role of boards are, how they function, and how to make them effective. I have served on:

- Oak Harbor School Board
- Island County Children's Commission
- Big Brothers Big Sisters of Island County
- Oak Harbor Children's Commission
- Island County Law and Justice Commission

So I bring a strong desire to contribute to Rifle parks and recreations, and a good understanding of how to do it.

What is your current involvement in Rifle's parks and recreation?

My only involvement is as a user. I hope that I, as a new member of the community, can bring a fresh perspective to the board. I have no specific agenda or interest, other than making the Park and Recreation Department a real city treasure.



Rifle Parks and Recreation Advisory Board Application 2013

Name Judy J. Ortiz

Address 55 CHARKSON Avenue

City Rifle State CO Zip 81650

Phone (915) 309-3027 Other phone SAME (915) 309-3027

E-mail Judy.JOrtiz@yahoo.com

Do you live within Rifle city limits? Yes No

Are you over the age of 55? Yes No

Please answer all questions. Attach additional sheets as necessary.

Why would you like to be on the advisory board?

I would like to be able to assist in the betterment of seniors life thru more accessibility to local and regional cultural and athletic events

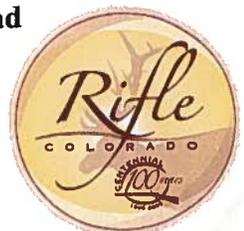
What can you bring to the board?

My travel experiences, my knowledge of what active and semi active seniors want with regards to entertainment, my years as a nursing administrator

What is your current involvement in Rifle's parks and recreation?

I am very involved with my senior peers. I actively utilize the events sponsored by the city for seniors and I earnestly wish to increase these activities

Please return this form and attachments to Rifle Parks & Recreation, 202 Railroad Ave., Rifle, CO 81650 or abriedis@riflco.org by 5 PM, January 7th, 2013.



**CITY OF RIFLE, COLORADO
ORDINANCE NO. 7
SERIES OF 2013**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING
CHAPTER 16 ARTICLE 12 OF THE RIFLE MUNICIPAL CODE TO
INCORPORATE THE RULES AND REGULATIONS FOR REGULATORY
FLOODPLAINS IN COLORADO AS PROMULGATED BY THE COLORADO
WATER CONSERVATION BOARD.

WHEREAS, the Colorado Water Conservation Board (“CWCB”) has promulgated Rules and Regulations for Regulatory Floodplains in Colorado (the “Rules”) to regulate floodplains, the activities that may impact floodplains, and to stipulate the process by which flood plains will be designated and approved; and

WHEREAS, the Rules must be adopted by ordinance pursuant to the authority vested in the CWCB in sections 24-4-103, 24-65.1-101(1)(c)(I), 24-65.1-202(2)(a)(I), 24-65.1-302(2)(a), 24-65.1-403(3), 30-28-111(1)–(2), 31-23-301(1)–(3), 37-60-106(1), 37-60-106(1)(c)–(g), (j), (k), C.R.S. (2012); and

WHEREAS, the City of Rifle (the “City”) desires to amend the Rifle Municipal Code to adopt the Rules as promulgated by CWCB.

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 16-12-30 of the Rifle Municipal Code is hereby amended to read as follows, with additions shown in **bold, double underlined text**, and ~~strike-through language is deleted.~~

Sec. 16-12-30. Definitions.

Addition means any activity that expands the enclosed footprint or increases the horizontal square footage of an existing structure.

~~Area of special flood hazard means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year.~~

Base Flood Elevation (BFE) means the elevation shown on a FEMA Flood Insurance Rate Map for Zones AE, AH, A1-A30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO, V1-V30, and VE that indicates the water surface elevation resulting from a flood that has a one percent chance of equaling or exceeding that level in any given year.

Basement means any area of a building having its floor sub-grade (below ground level) on all sides.

Conditional Letter of Map Revision (CLOMR) means FEMA's comment on a proposed project, which does not revise an effective floodplain map, that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodplain.

Development means any manmade change to improved or unimproved real estate, including but not limited to building or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, **or storage of equipment or materials** located within the area of special flood hazard.

Flood insurance study means the official report provided by the Federal Emergency Management Agency that includes flood profiles, the Flood Boundary Floodway Map **Flood Insurance Rate Map** and the water surface elevation of the base flood.

Floodplain Administrator means the community official designated by title to administer and enforce the floodplain management regulations.

Floodproofing Any combination of structural and/or non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than ~~one (1) foot~~ **a designated height. The Colorado Statewide standard for the designated height to be used for all newly studied reaches shall be one-half foot.**

Historic Structure means any structure that is:

- 1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;**
- 2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;**

3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either”
 - a. By an approved state program as determined by the Secretary of the Interior or;
 - b. Directly by the Secretary of the Interior in States without approved programs.

Letter of Map Revision (LOMR) means an official revision to the currently effective FEMA map. It is issued by FEMA and changes flood zones, delineations, and elevations.

Letter of Map Revision Based on Fill (LOMR-F) means FEMA’s modification of the Special Flood Hazard Area (SFHA) shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway.

No-Rise Certification means a record of results of an engineering analysis conducted to determine whether a project will increase flood heights in a floodway. A No-Rise Certification must be supported by technical data and signed by a registered Colorado Professional Engineer. The supporting technical data should be based on the standard step-backwater computer model used to develop the 100-year floodway shown on the Flood Insurance Rate Map (FIRM) or Flood Boundary and Floodway Map (FBFM).

Special Flood Hazard Area means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year, i.e., the 100-year floodplain.

Violation means the failure of a structure or other development to be fully compliant with the community’s floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)4, (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

Section 3. Section 16-12-40 of the Rifle Municipal Code is hereby amended to read as follows, with additions shown in **bold, double underlined text**, and strike-through language is deleted.

Sec. 16-12-40. Lands to which Article applies.

This Article shall apply to all ~~areas of special flood hazards~~ **SFHA's** within the jurisdiction of the City **floodplain by the issuance of a LOMR-F.**

Section 4. Section 16-12-50 of the Rifle Municipal Code is hereby amended to read as follows, with additions shown in **bold, double underlined text**, and ~~strike through language is deleted.~~

Sec. 16-12-50. Basis for establishing areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled "Flood Insurance Study for Rifle, Colorado," dated January 3, 1986, with accompanying **flood** insurance rate maps (FIRM), are adopted by reference and declared to be a part of this Article. Copies of the flood insurance study shall be made available for inspection by the public at the City Clerk's office.

Section 5. Section 16-12-80 of the Rifle Municipal Code is hereby amended to read as follows, with additions shown in **bold, double underlined text**, and ~~strike through language is deleted.~~

Sec. 16-12-80. Interpretation/Severability.

In the interpretation and application of this Article, all provisions shall be:

- (1) Considered as minimum requirements;**
- (2) Liberally construed in favor of the City Council; and**
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.**

This Article and the various parts thereof are hereby declared to be severable. Should any section of this Article be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Article as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid.

Section 6. Section 16-12-110 of the Rifle Municipal Code is hereby amended to read as follows, with additions shown in **bold, double underlined text**, and ~~strike through language is deleted.~~

Sec. 16-12-110. Duties and responsibilities of Public Works Director.

The Public Works Director is appointed to administer and implement this Article by granting or denying special development permit applications, and his or her duties shall include but not be limited to:

(1) Permit review.

a. Review all development permits to determine that the permit requirements of this Article have been satisfied;

b. Review all development permits to determine that all necessary permits have been obtained from those federal, state or local governmental agencies from which prior approval is required; and

c. Review all development permits to determine if the proposed development is located in the floodway. If located in the floodway, assure that the encroachment provisions of Section 16-12-220 below are met.

d. Inspect all development at appropriate times during the period of construction to ensure compliance with all provisions of this Article, including proper elevation of the structure.

e. For waterways with Base Flood Elevations for which a regulatory Floodway has not been designated, no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one-half foot at any point within the community.

f. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one-half foot, provided that the community first applies for a conditional FIRM revision through FEMA (Conditional Letter of Map Revision), fulfills the requirements for such revisions as established under the provisions of Section 65.12 and receives FEMA approval.

(2) Use of other base flood data. When base flood elevation data has not been provided in accordance with Section 16-12-50 above, the Public Works Director shall obtain, review and reasonably utilize any base flood elevation and floodway data available from federal, state or other sources, in order to administer this Article.

(3) Information to be obtained and maintained.

- a. Obtain and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures and whether or not the structure contains a basement.
 - b. For all new or substantially improved floodproofed structures:
 1. Verify and record the actual elevation (in relation to mean sea level); and
 2. Maintain the floodproofing certifications required in Section 16-12-100(3) above.
 - c. Maintain for public inspection all records pertaining to the provisions of this Article.
- (4) Alteration of watercourses.

a. Channelization and flow diversion projects shall appropriately consider issues of sediment transport, erosion, deposition, and channel migration and properly mitigate potential problems through the project as well as upstream and downstream of any improvement activity. A detailed analysis of sediment transport and overall channel stability should be considered, when appropriate, to assist in determining the most appropriate design.

b. Channelization and flow diversion projects shall evaluate the residual 100-year floodplain.

c. Any channelization or other stream alteration activity proposed by a project proponent must be evaluated for its impact on the regulatory floodplain and be in compliance with all applicable Federal, State and local floodplain rules, regulations and ordinances.

d. Any stream alteration activity shall be designed and sealed by a registered Colorado Professional Engineer or Certified Professional Hydrologist.

e. All activities within the regulatory floodplain shall meet all applicable Federal, State and City of Rifle floodplain requirements and regulations.

f. Within the Regulatory Floodway, stream alteration activities shall not be constructed unless the project proponent demonstrates through a Floodway analysis and report, sealed by a registered Colorado Professional Engineer, that there is not more than a 0.00-foot rise in the proposed conditions compared to existing conditions Floodway resulting from the project, otherwise known as a No-Rise Certification, unless the community first applies for a CLOMR and Floodway revision in accordance with Section D of this Article.

g. Maintenance shall be required for any altered or relocated portions of watercourses so that the flood-carrying capacity is not diminished.

h. Notify the County, any adjacent communities and the Colorado Water Conservation Board prior to any alteration or relocation of the watercourse if such relocation requires a building permit; and submit evidence of such notification to the Federal Emergency Management Agency.

i. Require that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished.

(5) Interpretation of FIRM boundaries. Make interpretations where needed as to the exact location of the boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 16-12-120 below.)

Section 7. Section 16-12-120(b) of the Rifle Municipal Code is hereby amended to read as follows, with additions shown in **bold, double underlined text**, and ~~strike through language is deleted.~~

Sec. 16-12-120. Variance procedure.

(b) Conditions for variances.

~~(1) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this Section.~~

(1) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

(2) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(3) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(4) Variances shall only be issued upon:

a. A showing of good and sufficient cause;

b. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and

c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety or extraordinary public expense, create

nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(5) Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

Section 8. Section 16-12-190 of the Rifle Municipal Code is hereby amended to read as follows, with additions shown in **bold, double underlined text**, and ~~strike through language is deleted.~~

Sec. 16-12-190. Residential construction.

New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, to **at least one foot** ~~or~~ above base flood elevation. In any new construction and substantial improvements of residential structures within any AO zone as defined on the Flood Insurance Rate Map, the lowest floor (including basement) shall be elevated above the highest adjacent grade at least **one foot above** ~~as high as~~ the depth number specified in feet on the Flood Insurance Rate Map, or at least ~~two~~ **three (3)** feet if no depth number is specified. Further, within any AO zone, adequate drainage paths shall be provided around structures to guide floodwaters around and away from the proposed structures.

Section 9. Section 16-12-200 of the Rifle Municipal Code is hereby amended to read as follows, with additions shown in **bold, double underlined text**, and ~~strike through language is deleted.~~

Sec. 16-12-200. Nonresidential construction.

New construction and substantial improvement of any commercial, industrial or other nonresidential structure shall either have the lowest floor, including basement, elevated **at least one foot above** ~~to~~ the level of the base flood elevation; or, together with attendant utility and sanitary facilities, shall:

(1) Be floodproofed so that, **below one foot above** the base flood level, the structure is watertight with walls substantially impermeable to the passage of water.

(2) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

(3) Provide that, where a nonresidential structure is intended to be made watertight below the base flood level, (a) a registered professional engineer or architect shall develop and/or review structural design, specifications and plans for the construction and shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the applicable provisions of this Article, and (b) a record of such certificates, which

includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed, shall be maintained with the official designated by the City under Section 16-12-110 of this Article.

(4) If the structure is located within an AO zone, as defined on the Flood Insurance Rate Map, shall have the lowest floor thereof, including basement, elevated above the highest adjacent grade at least **one foot above** ~~as high as~~ the depth number specified in feet on the Flood Insurance Rate Map, or at least ~~two~~ three (3) feet if no depth number is specified.

(5) If the structure is located within an AO zone as herein defined, provide adequate drainage paths around structures on slopes, to guide floodwaters around and away from proposed structures.

Section 10. Section 16-12-210 of the Rifle Municipal Code is hereby amended to read as follows, with additions shown in **bold, double underlined text**, and ~~strike through language is deleted.~~

Sec. 16-12-210. Manufactured homes.

(a) Manufactured homes shall be anchored in accordance with Section 16-12-140 above.

(b) All manufactured homes placed or substantially improved within zones A1-30, AH and AE (as defined by the Federal Emergency Management Agency), on sites which are outside a manufactured home park or subdivision, a new manufactured home park or subdivision, and an expansion to an existing manufactured home park or subdivision or in an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as a result of flood, shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and shall be securely to an adequately anchored foundation system to resist flotation, collapse and lateral movement.

(c) All manufactured homes which are placed or substantially improved on sites in existing manufactured home parks or subdivisions within zones A1-30, AH and AE (as defined by the Federal Emergency Management Agency), which are not the subject of Subsection (b) above, shall be elevated so that either: (1) the lowest floor of the manufactured home is **one foot above** ~~at or above~~ the base flood elevation; or (2) the manufactured home chassis is supported by reinforced piers or other foundation elements that are no less than thirty-six (36) inches in height above grade and securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.

Section 11. Section 16-12-230 of the Rifle Municipal Code is hereby enacted in its entirety to read as shown in **bold, double underlined text**.

Sec. 16-12-230. Properties Removed From the Floodplain By Fill.

A Floodplain Development Permit shall not be issued for the construction of a new structure or addition to an existing structure on a property removed from the floodplain by the issuance of a FEMA Letter of Map Revision Based on Fill (LOMR-F), unless such new structure or addition complies with the following:

(1) Residential Construction: The lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), must be elevated to one foot above the Base Flood Elevation that existed prior to the placement of fill.

(2) Nonresidential Construction: The lowest floor (including basement), electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities (including ductwork), must be elevated to one foot above the Base Flood Elevation that existed prior to the placement of fill, or together with attendant utility and sanitary facilities be designed so that the structure or addition is watertight to at least one foot above the base flood level that existed prior to the placement of fill with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

Section 12. Section 16-12-240 of the Rifle Municipal Code is hereby enacted in its entirety to read as shown in **bold, double underlined text**.

Sec. 16-12-240. Standards for Critical Facilities.

A Critical Facility is a structure or related infrastructure, but not the land on which it is situated, as specified in Rule 6 of the Rules and Regulations for Regulatory Floodplains in Colorado, that if flooded may result in significant hazards to public health and safety or interrupt essential services and operations for the community at any time before, during and after a flood.

(a) Critical Facilities are classified under the following categories: (a) Essential Services; (b) Hazardous Materials; (c) At-Risk Populations; and (d) Vital to Restoring Normal Services.

(1) Essential services facilities include public safety, emergency response, emergency medical, designated emergency shelters, communications, public utility plant facilities, and transportation lifelines. These facilities consist of:

a. Public safety (police stations, fire and rescue stations, emergency vehicle and equipment storage, and, emergency operation centers);

b. Emergency medical (hospitals, ambulance service centers, urgent care centers having emergency treatment functions, and non-ambulatory surgical structures but excluding clinics, doctors offices, and non-urgent care medical structures that do not provide these functions);

c. Designated emergency shelters;

d. Communications (main hubs for telephone, broadcasting equipment for cable systems, satellite dish systems, cellular systems, television, radio, and other emergency warning systems, but excluding towers, poles, lines, cables, and conduits);

e. Public utility plant facilities for generation and distribution (hubs, treatment plants, substations and pumping stations for water, power and gas, but not including towers, poles, power lines, buried pipelines, transmission lines, distribution lines, and service lines); and

d. Air Transportation lifelines (airports (municipal and larger), helicopter pads and structures serving emergency functions, and associated infrastructure (aviation control towers, air traffic control centers, and emergency equipment aircraft hangars).

Specific exemptions to this category include wastewater treatment plants (WWTP), non-potable water treatment and distribution systems, and hydroelectric power generating plants and related appurtenances.

Public utility plant facilities may be exempted if it can be demonstrated to the satisfaction of the City of Rifle that the facility is an element of a redundant system for which service will not be interrupted during a flood. At a minimum, it shall be demonstrated that redundant facilities are available (either owned by the same utility or available through an intergovernmental agreement or other contract) and connected, the alternative facilities are either located outside of the 100-year floodplain or are compliant with the provisions of this Article, and an operations plan is in effect that states how redundant systems will provide service to the affected area in the event of a flood. Evidence of ongoing redundancy shall be provided to the City of Rifle on an as-needed basis upon request.

(2) Hazardous materials facilities include facilities that produce or store highly volatile, flammable, explosive, toxic and/or water-reactive materials. These facilities may include:

a. Chemical and pharmaceutical plants (chemical plant, pharmaceutical manufacturing);

b. Laboratories containing highly volatile, flammable, explosive, toxic and/or water-reactive materials;

c. Refineries;

d. Hazardous waste storage and disposal sites; and

e. Above ground gasoline or propane storage or sales centers.

Facilities shall be determined to be Critical Facilities if they produce or store materials in excess of threshold limits. If the owner of a facility is required by the Occupational Safety and Health Administration (OSHA) to keep a Material Safety Data Sheet (MSDS) on file for any chemicals stored or used in the work place, AND the chemical(s) is stored in quantities equal to or greater than the Threshold Planning Quantity (TPQ) for that chemical, then that facility shall be considered to be a Critical Facility. The TPQ for these chemicals is: either 500 pounds or the TPQ listed (whichever is lower) for the 356 chemicals listed under 40 C.F.R. § 302 (2010), also known as Extremely Hazardous Substances (EHS); or 10,000 pounds for any other chemical. This threshold is consistent with the requirements for reportable chemicals established by the Colorado Department of Health and Environment. OSHA requirements for MSDS can be found in 29 C.F.R. § 1910 (2010). The Environmental Protection Agency (EPA) regulation "Designation, Reportable Quantities, and Notification," 40 C.F.R. § 302 (2010) and OSHA regulation "Occupational Safety and Health Standards," 29 C.F.R. § 1910 (2010) are incorporated herein by reference and include the regulations in existence at the time of the promulgation this Article, but exclude later amendments to or editions of the regulations.

a. Finished consumer products within retail centers and households containing hazardous materials intended for household use, and agricultural products intended for agricultural use.

b. Buildings and other structures containing hazardous materials for which it can be demonstrated to the satisfaction of the local authority having jurisdiction by hazard assessment and certification by a qualified professional (as determined by the local jurisdiction having land use authority) that a release of the subject hazardous material does not pose a major threat to the public.

c. Pharmaceutical sales, use, storage, and distribution centers that do not manufacture pharmaceutical products Chemical and pharmaceutical plants (chemical plant, pharmaceutical manufacturing).

These exemptions shall not apply to buildings or other structures that also function as Critical Facilities under another category outlined in this Article.

(3) At-risk population facilities include medical care, congregate care, and schools. These facilities may consist of:

a. Elder care (nursing homes);

b. Congregate care serving 12 or more individuals (day care and assisted living);

c. Public and private schools (pre-schools, K-12 schools), before-school and after-school care serving 12 or more children).

(4) Facilities vital to restoring normal services including government operations. These facilities consist of:

a. Essential government operations (public records, courts, jails, building permitting and inspection services, community administration and management, maintenance and equipment centers);

b. Essential structures for public colleges and universities (dormitories, offices, and classrooms only).

These facilities may be exempted if it is demonstrated to the City of Rifle that the facility is an element of a redundant system for which service will not be interrupted during a flood. At a minimum, it shall be demonstrated that redundant facilities are available (either owned by the same entity or available through an intergovernmental agreement or other contract), the alternative facilities are either located outside of the 100-year floodplain or are compliant with this Article, and an operations plan is in effect that states how redundant facilities will provide service to the affected area in the event of a flood. Evidence of ongoing redundancy shall be provided to the City of Rifle on an as-needed basis upon request.

(b) Protection of Critical Facilities. All new and substantially improved Critical Facilities and new additions to Critical Facilities located within the Special Flood Hazard Area shall be regulated to a higher standard than structures not determined to be Critical Facilities. For the purposes of this Article, protection shall include one of the following.

(1) Location outside the Special Flood Hazard Area; or

(2) Elevation of the lowest floor or floodproofing of the structure, together with attendant utility and sanitary facilities, to at least two feet above the Base Flood Elevation.

(c) Ingress and Egress of New Critical Facilities. New Critical Facilities shall, when practicable as determined by the City of Rifle, have continuous non-inundated access (ingress and egress for evacuation and emergency services) during a 100-year flood event.

Section 13. This ordinance shall become effective on January 1, 2014.

INTRODUCED on April 3, 2013, 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 April 17, 2013 and continued to May 15, 2013, passed with amendment, approved, and ordered published in full as required by the Charter.

Dated this ____ day of _____, 2013.

CITY OF RIFLE, COLORADO

BY _____
Mayor

ATTEST:

City Clerk

STATE OF COLORADO

John W. Hickenlooper, Governor
Christopher E. Urbina, MD, MPH
Executive Director and Chief Medical Officer

Dedicated to protecting and improving the health and environment of the people of Colorado

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Denver, Colorado 80246-1530 8100 Lowry Blvd.
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<http://www.cdphe.state.co.us>



Colorado Department
of Public Health
and Environment

May 6, 2013

Robert Burns
City of Rifle
PO Box 1908
Rifle, CO 81650

RE: Approval of Drinking Water Final Plans and Specifications for Construction
 Rifle Regional Water Purification Facility, City of Rifle
 Surface Water Treatment Plant
 Public Water System Identification (PWSID) No. CO0123676, Garfield County
 GLU Project No. 020007D

Dear Mr. Burns:

The Water Quality Control Division (the Division), Engineering Section has received and reviewed the Final Plans and Specifications for the Rifle Regional Water Purification Facility in accordance with Article 1.11.2 of the *Colorado Primary Drinking Water Regulations* (CPDWR). The design meets or exceeds the requirements of the *State of Colorado Design Criteria For Potable Water Systems* (Design Criteria) and is hereby approved.

This approval is limited to the following:

- Rifle Regional Water Purification Facility (TP017)
 - Treatment for Colorado River (IN004)
 - Maximum treated water flowrate of six (6) million gallons per day (MGD)
 - Raw water pump station near Rifle Pond
 - Two (2) vertical turbine pumps rated for 2,100 gallons per minute (gpm) at approximately 100 feet total dynamic head (TDH) with variable frequency drive (VFD).
 - Two (2) vertical turbine pumps rated for 1,400 gpm at 100 feet TDH with VFD.
 - One (1) 12-inch magnetic flow meter. Bypass line installed around flowmeter.
 - 24-inch raw water line from raw water pump station to water purification facility.
 - Return point for recycled process water (downstream of raw water flowmeter and prior to chemical feed)
 - Pre-treatment – Chemical feed points at flash mix.
 - Chlorine dioxide.
 - Aluminum sulfate (Alum).
 - Pre-treatment – Rapid Mix. Treatment goal: particle/microbial/organics removal.
 - Two (2) flash mix pumps (one duty, one standby). Each pump rated for 205 gallons per minute (gpm) at approximately 26 feet TDH with VFD. Rapid mix motor horsepower: 2 HP.
 - Pre-treatment – Flocculation. Treatment goal: particle/microbial/organics removal.
 - One (1) flow splitter box to the two (2) flocculation basins with 24" overflow discharging to the recycle basin.
 - Two (2) horizontal flocculation trains. Total capacity of 9.5 MGD. Each train rated for 4.75 MGD. Each train contains:

- Three (3) flocculator stages with baffle walls to separate each flocculation stage. Three (3) mechanical drive motors to move 316 SS paddles. Stage 1 with one (1) HP motor has four (4) paddle arms with two (2) paddles, Stage 2 with 3/4 HP motor has two (2) paddle arms with two (2) paddles, and Stage 3 with 1/3HP motor has two (2) paddles arms with one (1) paddles.
- Pre-treatment – Chemical feed point downstream of flocculation basin and upstream of sedimentation basin.
 - Chlorine dioxide.
- Pre-treatment –High Rate Sedimentation. Treatment goal: particle/microbial/organics removal.
 - Two (2) sedimentation trains. Total capacity of 9.5 MGD. Each train rated for 4.75 MGD. Each train contains:
 - One (1) 75,250 gallon Settling tank (75 ft length by 15 ft wide by 18 feet deep). Stainless steel plate settlers – 55 degrees from horizontal. Loading rate 0.29 gpm/square foot.
 - One (1) cable driven suction mechanism. Sludge collector motor: 0.25 HP.
 - Solids and residual water sent to Gravity Thickeners.
- First Stage Membrane Filtration – Treatment technique for surface water treatment rule compliance.
 - Granted 3.0 log removal credit of *Giardia lamblia* and 3.0 log removal credit of *Cryptosporidium* when operated and maintained as outlined in the September 30, 2011 acceptance letter titled: “Acceptance of GE Power and Water ZeeWeed 1500 Membrane Modules as an Alternative Filtration Technology to meet the *Colorado Primary Drinking Water Regulations* (CPDWR) requirements for *Giardia lamblia* and *Cryptosporidium* Removal”
 - Five (5) First Stage Membrane feed pumps.
 - Five (5) 0.5 mm stainless steel screens with automatic backwashing (design basis: Boll filter Model 6.18). Prior to each membrane skid.
 - Five (5) trains of GE ZeeWeed 1500 pressure membrane filters.
 - Total firm filtration capacity 6.8 MGD at 20 degrees Celsius based on a flux rate of 49.4 gallons per day per sq-ft (gfd) with four (4) trains in service (redundant filter train).
 - Total number of membrane modules elements per membrane train: 71 per train plus 12 spare slots for future membrane elements if unexpected membrane fouling. Surface area per membrane module: 550 square feet (sf).
 - Maximum trans-membrane pressure: 40 psig (Alarm set point).
- Second Stage Membrane Filtration – Treatment technique for surface water treatment rule compliance.
 - Granted 3.0 log removal credit of *Giardia lamblia* and 3.0 log removal credit of *Cryptosporidium* when operated and maintained as outlined in the July 27, 2012 acceptance letter titled: “Acceptance of GE Power and Water ZeeWeed 500D Membrane Module as an Alternative Filtration Technology to meet the *Colorado Primary Drinking Water Regulations* (CPDWR) requirements for *Giardia lamblia* and *Cryptosporidium* Removal”.
 - Treatment of backwash waste from First Stage Membrane Filtration
 - Two (2) trains of GE ZeeWeed 500 submerged membrane filters
 - Total firm filtration capacity 0.322 MGD at 20 degrees Celsius based on a flux rate of 32.1 gallons per day per sq-ft (gfd) with one (1) train in service (redundant filter train).
 - Total number of membrane modules elements per membrane train: 36 per unit. Surface area per membrane module: 326 square feet (sf).
 - Maximum trans-membrane pressure: 10 psig (Alarm set point).
- Second Stage Membrane Pumps pump second stage membrane filtered water to the Ultrafiltration (UF) Permeate Tank.
- Ultrafiltration (UF) Permeate Tank
 - First Stage and Second Stage Membranes filtered effluent combine in the UF permeate tank. Filtered effluent flow can split into:
 - 30-inch bypass line to Clearwell via bypass weir,
 - 30-inch line to granular activated carbon (GAC) filters, and/or
 - 12-inch line to reserve osmosis (RO) system via three (3) RO system feed pumps.
- Granular Activated Carbon (GAC) filtration – Treatment goal: organics removal.

- Organics removal treatment process is not anticipated to be used throughout year. Usage based on raw water quality. GAC effluent from the basins collects in a GAC seal well basin and then flows into the clearwell.
- Two (2) GAC contractor concrete basins filled with granular activated carbon. Total design capacity of 6.0 MGD with both basins in service. Each GAC contactor basin contains:
 - One (1) concrete tank: 30-ft by 15-ft. Loading rate: 4.6 gpm/sq-ft.
 - GAC bed depth 5.5 feet. Media replaced approximately annually (design basis: Norit Hydro Darco 3000).
 - Basin appurtenances: influent pipe from UF, GAC effluent piping to GAC seal well, inlet/backwash channel, filter to waste piping to recycle basin, backwash water source from clearwell, backwash waste discharged to recycle basin, and stainless steel screen type underdrain system (design basis: Triton Underdrain system).
- Reverse Osmosis (RO) – Treatment goal: total dissolved solids (TDS) removal.
 - Chemical feed point
 - Antiscalant
 - Sodium bisulfate
 - Sulfuric Acid
 - Three (3) RO feed pumps with VFDs. Rated for 562 gpm at 360 feet.
 - Three (3) cartridge filters equipped with one (1) micron cartridges. One filter prior to each RO train.
 - Three (3) reserve osmosis trains (GE reserve osmosis skids salvaged from an industrial user treating municipal water) with block and bleed valves on the influent line to each train.
 - Total permeate capacity 2.0 MGD (470 gpm/train) with three (3) trains in service (no redundant train).
 - RO elements: Each train contains 18 vessels loaded with six (6) RO elements. Total of 324 RO elements.
 - 160 DOW Filmtec BW-30-365 dry stored RO elements.
 - 164 GE PRO RO-400-HR-LE-WT RO elements.
 - One (1) Clean in place skid for RO process.
- Disinfection – Treatment technique for surface water treatment rule compliance. Disinfection process.
 - Chemical feed point
 - Sodium Hypochlorite
 - Sodium hypochlorite dosing controlled based on residual chlorine monitoring.
 - Sodium Hydroxide
 - Clearwell.
 - 750,000 gallons total. Concrete baffle walls. Approximately 74 feet by 88 feet by 18 feet with two baffle walls. 24-inch overflow line to dechlorination manhole and ultimately to daylight. 24-inch clearwell vent inside building with 24 mesh non-corrosive screen.
- Finished Water Pump Station.
 - Four (4) vertical turbine distribution system pumps. Each pump is capable of 2,100 gpm at 305 feet TDH with VFD. Pump motor power: 200 HP. Flow splits into:
 - Distribution system with one (1) 24" magnetic flowmeter.
 - Plant water with a 6-inch flowmeter rated for 0 to 500 gpm. Plant water is protected via a 6-inch reduced pressure zone (RPZ) backflow preventer (design basis: Febco Master Series 860).
 - Two (2) vertical turbine pumps for GAC backwash water. Each pump is capable of 3,500 gpm at 50 feet TDH with VFD. Pump motor power: 60 HP.
- Chemical systems:
 - Aluminum sulfate (48.5%). Coagulation and flocculation. Dose range: 10 to 40 mg/L. Storage: Two (2) FRP 7,000 gallon tanks. Approx. 30 days of storage with secondary containment. Feed pumps: Two (2) peristaltic or diaphragm – 0.7 to 24.5 gallons per hour (gph). One duty and one standby.
 - Antiscalant (100%). Proprietary formula for RO pretreatment. Dose range: 1 to 5 mg/L. Storage: One (1) FRP 4,500 gallon tanks. Over 30 days of storage with secondary containment. Feed pumps: Two (2) peristaltic or diaphragm – 0.1 to 0.8 gph. One duty and one standby.

- Chlorine dioxide generation: Manganese and iron oxidation. One (1) generator with integrated 55 gallon FRP storage tank. First stage: hydrochloric acid and sodium hypochlorite react to create chlorine gas and second stage: sodium chlorite and chlorine gas react to create chlorine dioxide. Dose range: 0.8 to 1.4 mg/L. Feed pump: Two (2) centrifugal pumps with a maximum flow of 14 gpm. Turndown ratio of 10 to 20. One duty and one standby.
- Hydrochloric Acid (15%). Chlorine dioxide production. Dose range: 0.8 to 1.4 mg/L. Storage: One (1) FRP 4,500 gallon tank. Over 30 days of storage.
- Polymer (100%) – Nalco Nalclear 7763. Coagulant aid for residuals dewatering. Dose range: 1 to 3 mg/L. Storage: One (1) FRP 300 gallon tank. Over 30 days of storage with secondary containment. Feed pumps: Two (2) peristaltic – 0.1 to 0.8 gph. One duty and one standby.
- Sodium Chlorite (25%). Chlorine dioxide production. Dose range: 0.8 to 1.4 mg/L. Storage: One (1) FRP 4,500 gallon tank. Over 30 days of storage with secondary containment.
- Sodium Hydroxide (50%) aka Caustic: pH adjustment and neutralization. Dose range: 5 to 20 mg/L. Storage: One (1) heated and insulated FRP 4,500 gallon tank. Over 30 days of storage with secondary containment. Feed pumps: Two (2) peristaltic or diaphragm – 0.3 to 10.3 gph. One duty and one standby.
- Sodium Hypochlorite (12.5%). Disinfection, membrane cleaning, and chlorine dioxide production. Dose range: 2 to 6 mg/L. Storage: Two (2) FRP 4,500 gallon tanks. Over 30 days of storage with secondary containment. Feed pumps: Two (2) peristaltic – 0.7 to 16 gph. One duty and one standby.
- Sulfuric acid (93%): RO pre-treatment. Dose range: 5 to 20 mg/L. Storage: One (1) FRP 4,500 gallon tank. Over 30 days of storage with secondary containment. Feed pumps: Two (2) peristaltic or diaphragm – 0.6 - 2.4 gph.
- Membrane Ancillary Equipment for Clean in Place cycles
 - Sodium Hypochlorite (12.5%). First Stage Maintenance Clean: 100 mg/L. Second Stage Maintenance Clean: 100 mg/L. Maintenance clean feed pumps: Two (2) diaphragm – 0.22 to 1.85 gpm. First Stage Recovery Clean: 500 mg/L. Second Stage Recovery Clean: 500 mg/L. Recovery clean feed pumps: Two (2) diaphragm – 1.5 to 3.9 gpm.
 - Citric acid (50%). Storage: One (1) Polyethylene 400 gallon tank. Over 30 days of storage. First Stage CIP: 2,000 mg/L. Second Stage CIP: 2,000 mg/L. Feed pumps: Two (2) diaphragm – 1.5 to 3.9 gpm.
 - Hydrochloric Acid (15%). First Stage Recovery Clean: 300 mg/L. Second Stage Recovery Clean: 300 mg/L. Feed pumps: Two (2) diaphragm – 0.22 to 1.85 gpm.
 - Sodium Hydroxide (50%) aka Caustic: Feed pumps: Two (2) diaphragm – 0.033 to 0.33 gpm.
 - Sodium Bisulfate (38%): Storage: One (1) 400 gallon tank. Over 30 days of storage. Feed pumps: Two (2) diaphragm – 0.033 to 0.33 gpm.
- Backwash / Maintenance Clean / Recovery Clean Cycles
 - Backwash:
 - First Stage Interval: 24-60 minutes. Duration: 1.5 minutes. Backwash volume / unit: 1,598 gallons.
 - Second Stage Interval: 112 to 570 minutes. Duration: 5.5 minutes. Backwash volume / unit: 2,107 gallons.
 - Maintenance Clean: Chemicals: sodium hypochlorite.
 - First Stage Interval: One (1) to seven (7) days. Duration: 30 minutes. Backwash volume / unit: 1,065 gallons.
 - Second Stage Interval: Interval: One (1) to seven (7) days. Duration: 30 minutes. Backwash volume / unit: 2,088 gallons.
 - Recovery Clean. Chemicals: sodium hypochlorite, hydrochloric acid, and citric acid.
 - First Stage Interval: 30 days. Duration: 6 hours. Backwash volume / unit: 1,598 gallons.
 - Second Stage Interval: 30 days. Duration: 6 hours. Backwash volume / unit: 2,088 gallons.
- Tanks and equipment associated with membranes
 - First Stage CIP tank – 2,900 gallon FRP tank. Two (2) CIP recirculation pumps.
 - Second Stage CIP tank – 2,700 gallon FRP tank. Two (2) CIP recirculation pumps.

- Air compressors: Two (2) units.
- Residual Handling
 - Chemical feed point
 - Polymer (design basis: Nalco Nalclear 7763)
 - Concrete recycle basin located below grade next to pre-treatment splitter box. Approximately 40 feet by 50 feet by 12 feet. Receives flows from:
 - 24-inch overflow from pre-treatment splitter box.
 - 12-inch overflow from first stage low pressure membrane backwash trench
 - 6-inch decant from gravity thickeners
 - 10-inch drain from sludge drying beds
 - 16-inch or 24-inch filter to waste from GAC contactors
 - 30-inch backwash from GAC contactor tanks overflow
 - Recycle basin pumps: Two (2) sump pumps (one duty, one backup) – pumps plant recycle flows to pretreatment influent line. Rated for 278 gpm at 74 TDH.
 - Gravity Thickeners. Receives sedimentation basin sludge.
 - Two (2) gravity thickeners (one duty, one backup). 25-foot diameter, approximately 20-foot circular basins with center drive and rake arm. Decant sent to recycle basin. Thickened solids discharged to sludge sand drying beds.
 - Sludge Sand Drying beds. Receives drain from gravity thickeners.
 - Four (4) concrete beds, approximately 36-feet by 70-feet. Each drying bed has three (3) cells; cells are constructed concrete. Six (6)-inch inlet pipe and four (4)-inch perforated underdrain along length of each cell. Concrete ramp into each bed.
 - Capacity: 4.8 million gallon total with 7.5 acre-ft of total surface area.
- Compliance monitoring locations
 - Turbidity: combined filter effluent (CFE) turbidimeter (design basis: Hach 1720 E) located after Stage 1 and Stage 2 filters effluent combine. Sample location noted SP3.
 - Finished water entry point (e.g., residual chlorine, chlorite): Sample location after clearwell in finished water pump station. Sample location noted SP10.
 - Raw water sample location: Sample location as raw water enters treatment building after flowmeter and before recycled water return.
- Site appurtenances: Security fence, access roads, maintenance building, storm water quality ponds, 1250 kW diesel standby generator.
- Associated piping and appurtenances.

This approval includes the following deviations from the Design Criteria:

- Part 4 of the Design Criteria outlines design criteria for traditional prefiltration treatment. The system has requested a deviation from the Part 4 Design Criteria requirements since the selected filtration process used to meet the surface water treatment requirements does not require prefiltration treatment. The engineer has indicated that the first stage membranes are capable of accepting raw water turbidities greater than 100 NTU. Therefore, the Division accepts the deviation request from the Part 4 requirements and has approved the proposed pre-treatment design with the design criteria outlined above. Please note that the facility will be classified as an “Alternative Filtration” process and not “Conventional Filtration” for the purposes of Article 7 of the CPDWR. This classification does not relieve the system of any CPDWR requirements.
- Section 7.15 of the Design Criteria requires day tanks for chemical systems. The system has requested a deviation from the day tank requirement because the treatment facility design includes: level indication connected to the SCADA system with alarms and pressure transmitters are present in the discharge piping to notify operator of unusual pressure conditions. Based on the submitted information, the Division accepts that deviation request from the Section 7.15 requirements and has approved the design without day tanks.

The approval is subject to the following conditions:

- The 24-inch overflow line from the clearwell flows into a concrete dechlorination manhole and then to daylight could result in potential cross connection to the finished water clearwell if the flap gate within the vault fails to close. The system must have an operational practice of monitoring the dechlorination manhole

on a routine basis based on observational experience to prevent potential cross connections. This operational practice must be documented in the operations and maintenance plan. Please note that if Division staff observes unsatisfactory conditions during a sanitary survey then the Division may consider manhole conditions a “significant deficiency” as defined in Section 1.5.2 of the CPDWRs.

- The GAC filters are after the compliance filtration process but are not covered to prevent potential contamination of the open water. The system has indicated that they believe the potential contamination risk of the uncovered GAC filters to be minimal due to the chlorination process downstream and the GAC filtration media. Furthermore the system indicated that the building will act as a finished water cover to prevent any outside contamination source from entering the filtered water. The Division does not have Design Criteria that explicitly require covers for basins that are downstream of compliance filtration but not “finished water” therefore the uncovered GAC filters will be allowed. Please note that if Division staff observes unsatisfactory conditions during a sanitary survey that the Division may consider any building openings or other potential contamination pathways a “significant deficiency” as defined in Section 1.5.2 of the CPDWRs.
- The temporary connection between the water treatment facility’s four (4)-inch service water line and the UF permeate tank (to create a backwash supply to the 1st stage membranes during startup and commissioning) must be permanently removed after construction is complete. Please note that if Division staff observes any piping which allows the service water to enter the UF filtered water tank the Division may consider the connection as potential hazardous cross connection under Article 12 of the CPDWRs and this connection may be considered a “significant deficiency” as defined in Section 1.5.2 of the CPDWRs.
- The Design Engineer has indicated that the RO skids were not designed with a block and bleed configuration on the RO permeate line since the CIP cycle is performed under lower pressure than typical RO operating pressures so the CIP chemicals are only present on the feed side of the membrane. The Division expects the operator or operators of the system to observe the permeate RO water quality parameters during and directly after CIP processes whenever they are performed and document the procedure in the system’s cross connection control program under Article 12 of the CPDWR. The design includes pH and conductivity meters in the RO permeate lines. Any impact on conductivity and/or pH in the process control monitoring equipment downstream of the RO skids during and/or after a clean in place cycle indicates a potential high hazard cross connection and may indicate that the RO membrane has been compromised. In accordance with Article 12.1(b)(2)(d) of the CPDWR, a water system shall notify the Division of a cross connection within 10 calendar days.
- The water system is required to provide a minimum of 4-log virus inactivation by disinfection to maintain a multiple treatment barrier approach in meeting Surface Water Treatment Rule requirements (Article 7, CPDWR). To achieve 4-log inactivation of viruses, the water system must continuously maintain a chlorine residual of 0.60 mg/L at the finished water pump station sampling location (SP10) after the clearwell assuming a peak hour flow rate of 13,300 gpm (three distribution system pumps each rated for 2,100 gpm and two GAC backwash pump each rated for 3,500 gpm) from the clearwell, a pH range of 6-9, a temperature of 3 °C, minimum clearwell section volume: 460,000 gallons (80% full) with a baffle factor of 0.5, as specified in the engineering plans and specifications.
- The City of Rifle is a Surface Water system with a population above 3,300, therefore Article 7.1.4(a)(2) of the CPDWR requires continuous chlorine monitoring at the entry point. The final plans and specifications include a continuous chlorine analyzer (design basis: Hach CL17) for measurement of free chlorine at the Finished Water Pump Station sampling location after contact time. The system is required to submit chlorine residual results for the treatment facility in a Monthly Operating Report. The reporting requirements will be sent to the system under separate cover by the Division’s Compliance Assurance Unit.
- Conditions of Acceptance for GE ZeeWeed 1500 Membrane Module Filtration Technology:
 - Technical Requirements for Filtration Units
 - Maximum flux limit of 100 gallons per sq-ft per day (gfd) at 20° C and 57 gfd at 1° C.
 - Maximum transmembrane pressure of 45 pounds per square inch differential (psid).
 - Minimum direct integrity test pressure of 12.5 psig.
 - Minimum direct integrity testing failure criteria of greater than >0.07 psig per minute decay at a test pressure of at least 12.5 psi and a total holdup volume of 24.5 liters – per MWH report –

- each installation will have a failure criteria based on specific holdup volume and log removal value calculation (LRV)
 - Minimum direct integrity testing frequency of 1 time per calendar week that the membrane is in operation and following CIP.
 - Prefiltration: 500 micron pre-screen is required.
 - Turbidity Performance Standards: less than 0.1 NTU 95% of the time, Not to exceed 0.5 NTU
- Accepted Filtration Design Conditions
 - Flow controlled to each module rack via a magnetic flow meter and pump controlled by VFD drives (Stage 1 Membrane Pumps). Flow control to each skid shall maintain the maximum flux limit outlined above.
 - Pressure transmitters shall be installed on each module rack to monitor differential transmembrane pressure. The pressure transducer on the membrane skid is tied into the SCADA system and has a range of 0-40 psig which will maintain the maximum transmembrane pressure outlined above.
 - The Division expects the operator or operators of the system to observe block and bleed lines on the microfiltration permeate lines during CIP processes whenever they are performed and document the procedure in the system's cross connection control program under Article 12 of the CPDWR. A valve leak during a CIP cycle indicates a high hazard cross connection and requires the replacement or repair of the valve. In accordance with Article 12.1 of the CPDWR, a water system shall notify the Division of a cross connection within 10 calendar days.
- Operation and Maintenance Criteria:
 - Manufacturer-specified standard operating procedures (SOPs) for chemical clean in place (CIP) including flushing of the cleaning chemicals shall be followed.
 - If a filter fails an integrity test, the filter shall be removed from service immediately and replaced with a functional filter or repaired prior to being returned to operation.
 - The water system shall keep records of the following operational parameters (to be reviewed during a Sanitary Survey):
 - Integrity test date, results (pass or fail), and initials of person performing the test
 - CIP dates with clean water permeability and integrity test result.
 - Filter maintenance and fiber repair results
 - Filter replacement date and reason for replacement.
- Water systems must maintain an operation and maintenance manual for the micro/ultrafiltration system. All integrity tests and CIP procedures shall follow manufacturer prescribed procedures.
- Conditions of Acceptance for GE ZeeWeed 500 Membrane Module Filtration Technology:
 - Technical Requirements for Filtration Units
 - Maximum flux limit of 60 gallons per sq-ft per day (gfd) at 20°C and 34 gfd at 1°C.
 - Maximum transmembrane pressure of 12 pounds per square inch differential (psid).
 - Alarm transmembrane pressure of 12 pounds per square inch differential (psid)
 - Minimum direct integrity test pressure of 12.5 psig.
 - Direct integrity testing failure criteria of Calculated Log Removal Value* (LRV) < Log Removal Credit (above)
 - Quality Control Release Value (QCRV) ≤ 0.21 psig per minute decay at a test pressure of at least 12.5 psig, a surface area of 440 ft², a water temperature 20° C, and a total holdup volume of 14.30 liters – per MWH report page 4-1 – consult manufacturer for the equivalent QCRV based on the actual test conditions imposed during the NDPT.
 - Minimum direct integrity testing frequency of 1 time per calendar week that the membrane is in operation and following CIP.
 - Turbidity Performance Standards: less than 0.1 NTU 95% of the time, Not to exceed 0.5 NTU
 - Accepted Filtration Design Conditions
 - Flow controlled to each module rack via a magnetic flow meter and a suction pump(Second Stage Membrane Pumps) equipped with VFD drives for flow control to each skid to maintain the maximum flux limit outlined above.

- Pressure transmitters shall be installed on each membrane unit to monitor differential transmembrane pressure. The pressure transducer on the membrane unit is tied into the SCADA system and has a range of 0-10 psig which will maintain the maximum transmembrane pressure outlined above.
- The Division expects the operator or operators of the system to observe block and bleed lines on the microfiltration permeate lines during CIP processes whenever they are performed and document the procedure in the system's cross connection control program under Article 12 of the CPDWR. A valve leak during a CIP cycle indicates a high hazard cross connection and requires the replacement or repair of the valve. In accordance with Article 12.1 of the CPDWR, a water system shall notify the Division of a cross connection within 10 calendar days.
- Operation and Maintenance Criteria:
 - Manufacturer-specified standard operating procedures (SOPs) for chemical clean in place (CIP) including flushing of the cleaning chemicals shall be followed.
 - If a filter fails an integrity test, the filter shall be removed from service immediately and replaced with a functional filter or repaired prior to being returned to operation.
 - The water system shall keep records of the following operational parameters (to be reviewed during a Sanitary Survey):
 - Integrity test date, results (pass or fail), and initials of person performing the test
 - CIP dates with clean water permeability and integrity test result.
 - Filter maintenance and fiber repair results
 - Filter replacement date and reason for replacement.
 - Water systems must maintain an operation and maintenance manual for the micro/ultrafiltration system. All integrity tests and CIP procedures shall follow manufacturer prescribed procedures.
- Part 1.2.11 of the *State of Colorado Design Criteria For Potable Water Systems* requires all chemicals and materials that come in contact with water to be ANSI/NSF 60 and 61 certified, respectively, for potable water use.
- All wells, pipes, tanks and equipment shall be disinfected in accordance with AWWA procedures prior to start-up of the facility as required in Part 3.14 of the Design Criteria.
- All change orders or addenda that address treatment or piping must be submitted to this office in duplicate for review and approval by the Division.
- Upon completion of construction and prior to commencement of operation, a completed "Construction Completion Certification 'As Built' Form" from the design engineer stating that the system was constructed as approved and the operational starting date must be submitted to the Division. This form is available at: <http://www.colorado.gov/cdphe/drinkingwaterdesign> under "Design Review Design Submittal Forms" heading.
- Section 1.12.3 of the CPDWR requires that systems submit any revisions to the Monitoring Plan within 30 days of the effective date of the change. Information on monitoring plans is available online at: <http://www.colorado.gov/cdphe/wqforms> on the Drinking Water page under the "Inventory/System Updates" heading.
- As required by Part 1.1.12 of the *State of Colorado Design Criteria for Potable Water Systems*, if construction of the treatment facility is not commenced within 365 days of this letter, this approval will expire and all information will be required to be updated and resubmitted for review and approval by the Division.

The project is subject to the following requirements of the Grants and Loans Unit and documents should be submitted to the Water Quality Control Division, Grants and Loans Unit Project Manager, as identified below:

- A copy of the executed engineering contract
- A certified tabulation of all bids received
- Proof of advertising indicating circulation dates and time for receipt of bids
- A copy of the executed construction contract and schedule. Please note that the contractor must maintain adequate fire and extended coverage, workman's compensation, public liability, property damage and "all risk" builders insurance (including blasting where appropriate) during the construction phase of the contract.

- A copy of the Notice of Award and Notice to Proceed.
- Submit all completed forms required to comply with the Davis-Bacon Act as provide in the State of Colorado Boilerplate Specifications document. Please note that to comply with the Davis- Bacon Act, the wage determination decision number must be referenced in the bid documents and contract. Please reference the State of Colorado Boilerplate Specifications for wage lock in rules. If you have any question regarding compliance with the Davis-Bacon Act, please contact Michael Beck at michael.s.beck@state.co.us or 303-692-3374.
- If your project is receiving Federal funds, submit all completed forms required to comply with the Disadvantaged Business Enterprise (DBE) requirements. Please contact your GLU Project Manager to determine if you are responsible for complying with the DBE Requirements.
- Any change orders or addenda that relates to the SRF funded project must be submitted to this office for review and approval.
- When the facility/project is estimated to be within 30 days of completion, this office must be notified. A representative of the Division will schedule a site visit to conduct a final construction inspection.
- If the loan recipient has not already done so, a properly noticed public meeting will be required. The meeting will need to be noticed at least 30 days prior to the scheduled meeting date, and should include a discussion of project alternatives, the preferred alternative, any projected rate increases, and construction related and/or environmental impacts of the project. Please submit a copy of the newspaper notice, minutes from the meeting, and a responsiveness summary. Also, please include a sign-up sheet to record any citizens who attend.
- A pre-construction conference must be held prior to initiating construction to discuss prevailing wage rates (Davis-Bacon), progress payments, change order procedures, progress meetings and compliance with Federal and State regulations e.g., Civil Rights (Title VI), Equal Employment Opportunity, Occupations Safety and Health Administration, National Historic Preservation Act and all associated reporting requirements. Please contact your Grants and Loans Unit Project Manager at your earliest convenience regarding their attendance and suggested agenda.
- Failure to submit these documents may delay processing pay requests. Please direct any questions regarding the above required submittals to:
Louanna Cruz
Colorado Department of Public Health and Environment
Water Quality Control Division, Grants and Loans Unit
4300 Cherry Creek Drive South – B-2
Denver, CO 80246-1530
louanna.cruz@state.co.us

The documents reviewed were:

- Drinking Water Preliminary Engineering Report dated October 2011 titled: *Rifle Regional Water Purification Facility Basis of Design Report (BDR) CDPHE Submittal*. Prepared by Malcolm Pirnie, on behalf of City of Rifle.
- Drawing Set dated October 2012 titled *Rifle Regional Water Purification Facility*. Prepared by Malcolm Pirnie / ARCADIS for City of Rifle.
- Contract Documents (Specifications: Volumes 1 and 2) dated October 2012 titled *Rifle Regional Water Purification Facility – 90% Agency Review Submittal*. Prepared by Malcolm Pirnie / ARCADIS for City of Rifle.
- Letter dated January 14, 2013 titled “Rifle Regional Water Purification Facility – 90 % Design Plan Review – Request for Variance.” Prepared by Malcolm Pirnie / ARCADIS for City of Rifle.
- Letter dated February 28, 2013 titled “Rifle Regional Water Purification Facility (RRWPF – Response to Request for Information.” Prepared by Malcolm Pirnie / ARCADIS for City of Rifle.
- Letter dated March 28, 2013 titled “Rifle Regional Water Purification Facility (RRWPF – Response to Request for Information Meeting.” Prepared by Malcolm Pirnie / ARCADIS for City of Rifle.
- Letter dated April 19, 2013 titled “Rifle Regional Water Purification Facility (RRWPF) – Response to Request for Information.” Prepared by Malcolm Pirnie / ARCADIS for City of Rifle.
- Miscellaneous correspondence.

The following notifications and requirements may apply to the project:

- Approval of this project is based only upon engineering design to provide safe potable water, as required by the CPDWR and shall in no way influence local building department or local health department decisions on this project. This review does not relieve the owner from compliance with all Federal, State, and local regulations and requirements prior to construction nor from responsibility for proper engineering, construction, and operation of the facility.
- In accordance with the current Colorado Operators Certification Board regulations, the City of Rifle water supply system will be required to be under the responsible control of a Class “A” water treatment operator and a Class “3” distribution system operator. According to our records, the plant is under the responsible charge of Robert Burns and Casey Boren. Our records state that Robert Burns currently holds a Class “A” water treatment plant certification and Casey Boren currently holds a Class “4” distribution system operator certification. Therefore the operator certification requirements are being met.
- Any point source discharges of water from the facility are potentially subject to a discharge permit under the State Discharge Permit System. Any point source discharges to state waters without a permit are subject to civil or criminal enforcement action. If you have any questions regarding permit requirements contact the Permits Unit at (303) 692-3500.
 - Part 25-8-501 of the Colorado Water Quality Control Act indicates that no person shall discharge any pollutant into state water from a point source without first having obtained a permit from the division for such discharge. The City received a preliminary effluent limit (PEL) from the Division’s Permits Section on May 5, 2009 for the RO Brine discharge. The PEL is not a discharge permit and the Town will need to work with the Permits Section to obtain a permit before any water is discharged. The City might blend the RO Brine with other facility waters and these will need to be reflected in the permit application and may affect the existing PELs. If you have any questions regarding permit requirements please contact Eric Oppelt in the Permits Unit at (303) 692-3608.
 - The City does not appear to have an Environmental Protection Agency (EPA)-approved pretreatment program. In accordance with Colorado Regulation, the Division is the control authority (63.7(h)) and would issue a notice of discharge requirement (NDR) for any significant industrial user. The clean in place (CIP) wastewater from the low pressure membranes and second stage membranes appears to be sent to the sanitary sewer. Please note that the depending on the quantity and quality of the CIP wastewater discharged to the sanitary sewer, the water treatment facility may be designated a significant industrial user and may need a NDR. If you have any questions regarding pretreatment permitting requirements please contact Lisa Knerr in the Permits Unit at (303) 692-3004. In addition, the Division recommends coordinating with the City’s wastewater staff regarding local pretreatment requirements.
 - The water treatment facility appears to have an overflow line from the recycle basin that daylight near the southeast corner of the site. Please note that overflows from this basin may require a water treatment plant wastewater discharge permit (COG641000) if the recycle basin water is released to land and/or to surface waters of the state. If the City decides to forgo a discharge permit for this overflow line then the City will need to notify the Division of any discharges via the 24 hour incident report line at 1-877-518-5608. If you have any questions regarding permits requirement please contact Liz Lemonds in the Permits Unit at (303) 692-3515.
- Industrial waste impoundments, including water treatment backwash ponds and sludge drying beds, may be subject to regulation by the Hazardous Materials Waste Management Division (HMWMD) of the Colorado Department of Public Health and Environment (CDPHE) under Section 9 (Waste Impoundment) Regulations. The revised Section 9 regulations, adopted February 21, 2012, require water treatment systems managing waste by-products in impoundments to be evaluated to determine the appropriate design and permitting requirements for the impoundment. If an impoundment is not exempted in the Section 9 regulations, waste by-product discharge and handling must be evaluated in accordance with the Section 9 regulations. To inquire regarding the industrial impoundment regulations and schedules, please contact Doug Egleton with the HMWMD at 303-691-4065 or douglas.eagleton@state.co.us

Please direct any further correspondence regarding the technical approval (plans and specifications/design review) to:

Melanie Criswell, P.E.
Colorado Department of Public Health and Environment
Water Quality Control Division – Engineering Section
4300 Cherry Creek Drive South
Denver, CO 80246-1530

Thank you for your time and cooperation in this matter. Please contact me by telephone at 303-692-3603 or by electronic mail at melanie.criswell@state.co.us if you have any questions.

Sincerely,

Melanie Criswell, P.E.
Senior Review Engineer
Engineering Section
Water Quality Control Division
Colorado Department of Public Health and Environment

cc: Bayard Yang, Malcolm Pirnie / ARCADIS
Jim Miller, City of Rifle
Garfield County Health Department
Bret Icenogle, WQCD ES Engineering Section Manager
Tyson Ingels, WQCD ES Lead Drinking Water Engineer
Amy Zimmerman, WQCD ES Unit Manager
Louanna Cruz, WQCD GLU Project Manager
Serenity Valdez, WQCD Compliance Assurance
Erica Kannely, WQCD Compliance Assurance
Drinking Water File