



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

City Hall  
City Council Chambers  
202 Railroad Avenue  
Rifle, CO

Cablecast Live on  
Comcast Channel 10

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**REGULAR MEETING  
August 19, 2009**

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

6:00 P.M. Roaring Fork Business Resource Center

6:30 P.M. Altela Presentation on Proposed Water Treatment Facility

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

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

- 7:00 p.m.      1.    Regular Meeting Call to Order and Roll Call
- 7:03 p.m.      2.    Consent Agenda
- A. Minutes from the August 5, 2009 Regular Meeting
  - B. Liquor License Renewals: Wal-Mart; Moose Lodge; El Kora
  - C. Appointment of Election Judges
  - D. Senior Nutrition Program IGA with Garfield County
  - E. Account s Payable
- 7:08 p.m.      3.    Citizen Comments and Live Call-In  
(For issues NOT on the Agenda. Please limit comments to 3 minutes.)
- 7:11 p.m.      4.    Action, if any, on Workshop Items (Mayor Lambert)

- 7:15 p.m. 5. Resolution 20-09: Supporting GOCO Grant Application for Rifle Creek Trail (Aleks Briedis)
- 7:25 p.m. 6. Adoption of Strategic Plan (John Hier)
- 7:35 p.m. 7. Public Hearing: Plaza Liquors Application (Wanda Nelson)
- 7:45 p.m. 8. Public Hearing: Whiteriver Plaza PUD Zoning & Subdivision (Nathan Lindquist)
  - A. Second Reading of Ordinance 23-09: Property Re-zone
  - B. Second Reading of Ordinance 24-09: Approving PUD Plan
- 8:00 p.m. 9. Second Reading of Ordinance 26-09: 431 East 1<sup>st</sup> Street Alley Vacation (Nathan Lindquist)
- 8:10 p.m. 10. Second Reading of Ordinance 25-09: Solar Tax Rebate Program (Mike Braaten)
- 8:25 p.m. 11. Library District Site Lease & IGA & Vacation of East 2<sup>nd</sup> Street (Lee Leavenworth)
  - A. Emergency Ordinance 27-09: Parking IGA with Library District
  - B. Emergency Ordinance 28-08: East 2<sup>nd</sup> Street Vacation
- 8:40 p.m. 12. Workforce Housing Fee Waiver Policy (Matt Sturgeon)
- 8:55 p.m. 13. Administrative Reports
  - A. City Manager Report
  - B. Other Reports
- 9:10 p.m. 14. Comments from Mayor and Council

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

**Next Regular Council Meeting: September 2, 2009 at 7:00 p.m.**



# RIFLE CITY COUNCIL MEETING

Wednesday, August 5, 2009

REGULAR MEETING

7:00 p.m. \* Council Chambers

The regular meeting of the Rifle City Council was called to order at 7:06 p.m. by Mayor Keith Lambert.

**PRESENT ON ROLL CALL:** Councilors Beth Bascom, Alan Lambert, Jay Miller, Jonathan Rice, Jennifer Sanborn, and Mayor Keith Lambert.

Councilor Lambert moved to excuse Councilor Jeanette Thompson from tonight's meeting; seconded by Councilor Bascom.

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

**OTHERS PRESENT:** John Hier, City Manager; Matt Sturgeon, Assistant City Manager; Wanda Nelson, City Clerk; Lee Leavenworth, City Attorney; Jim Neu, Assistant City Attorney; Daryl Meisner, Chief of Police; Jim Bell, Cable 10; Michael Churchill, Cable 10; Rod Hamilton, Public Works Director; Charles Kelty, Finance Director; Charlie Stevens, Utility Director; Mike Braaten, Government Affairs Coordinator; Randy Winkler; John Scalzo; Linda Twidwell; Adam Beal; Matt Flink; Nancy Sanchez; Pacomio Sanchez; Rhonda Bazil; Lauri Spatowik.

Clerk's Note: One signature was illegible.

## CONSENT AGENDA

***MINUTES FROM THE JULY 15, 2009 REGULAR MEETING; MINUTES FROM THE JULY 28, 2009 SPECIAL MEETING; JUNE FINANCIAL REPORT; JUNE SALES TAX REPORT; SET PUBLIC HEARING FOR PLAZA LIQUORS APPLICATION; ELKS LODGE CORPORATE REPORT OF CHANGES; ACCOUNTS PAYABLE***

Ms. Nelson requested that the Special Meeting Minutes be amended to state that Finance Director Charles Kelty and Government Affairs Coordinator Mike Braaten attended the meeting. Councilor Lambert moved to approve the Consent Agenda; seconded by Councilor Bascom.

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

## CITIZEN COMMENTS AND LIVE CALL-IN

Mr. Stevens stated that he has received complaints about the taste and odor of the water. His staff is working diligently to address this issue, and reported that the water is safe to drink. Citizens may contact Mr. Stevens if they have questions or need additional information.

***ACTION ON WORKSHOP ITEMS***

Mr. Hier reviewed local shopping incentive programs that are designed to encourage local shopping. Council directed staff to research such a program and bring it to them for consideration at a future meeting.

***RESOLUTION 19-09: ADOPTING 2010 BUDGET CALENDAR***

Mr. Kelty stated this resolution sets the dates for the Budget Calendar. Councilor Lambert moved to approve Resolution 19-09; seconded by Councilor Rice.

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

***SECOND READING OF ORDINANCE 20-09: BALLOT INITIATIVE: TERM LIMIT CHARTER AMENDMENT***

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, PROVIDING FOR THE SUBMITTAL FOR APPROVAL OF THE REGISTERED VOTERS OF THE CITY AT THE 2009 REGULAR MUNICIPAL ELECTION A QUESTION WHETHER SECTION 3.4 OF THE CITY CHARTER SHALL BE AMENDED TO CREATE A TWO TERM LIMIT FOR CITY COUNCIL MEMBERS

Mr. Neu noted that the City received a Ballot Initiative Petition pursuant to the City Charter to put before the electorate at the September regular municipal election the question whether the City of Rifle Charter be amended to institute term limits for City Council members. The Charter was amended in 2006 to remove the term limit language. In accordance with Section 5.2 of the City Charter, the City Clerk certified that the Petition was signed by at least ten percent (10.0%) of the registered electors of the City. As required by the Charter, Council directed staff to draft the necessary ordinance placing the question on the ballot, thus Ordinance No. 20, Series of 2009 was drafted. Councilor Miller moved to approve Ordinance 20-09 as amended and ordered it to be published in full as required by Charter; seconded by Councilor Bascom.

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

***SECOND READING OF ORDINANCE 21-09: BALLOT INITIATIVE: CITY COUNCIL ELECTION DISTRICTS***

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, PROVIDING FOR THE SUBMITTAL FOR APPROVAL OF THE REGISTERED VOTERS OF THE CITY OF RIFLE AT THE 2009 REGULAR MUNICIPAL ELECTION A QUESTION WHETHER SECTION 2.5 OF THE CITY CHARTER SHALL BE AMENDED TO REQUIRE ESTABLISHMENT OF FOUR GEOGRAPHIC ELECTION DISTRICTS IN THE CITY AND ELECTION OF FOUR OF SEVEN COUNCIL MEMBERS FROM SEPARATE DISTRICTS

Similar to the above, the City Clerk received a Ballot Initiative Petition to put a question on the ballot whether City Council members should be elected by districts. Mr. Neu explained that the ballot proposes the creation of four contiguous voting districts. The districts will be established so that each includes approximately the same number of registered electors, as determined in the previous regular municipal election, and will be created by an implementing ordinance of the City Council to be adopted

in the event the ballot question is approved by City voters in September. Ordinance No. 21, Series of 2009 submits the election district question to the City's registered voters at the September 8, 2009 regular municipal election. Councilor Bascom moved to approve Ordinance 21-09 as presented and ordered it to be published in full as required by Charter; seconded by Councilor Rice.

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

***PUBLIC HEARING: WHITERIVER PLAZA PUD ZONING & SUBDIVISION***

***FIRST READING OF ORDINANCE 23-09: PROPERTY RE-ZONE***

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, RE-ZONING PROPERTY KNOWN AS WHITERIVER PLAZA FROM COMMUNITY SERVICE ZONE DISTRICT (CS) TO COMMUNITY SERVICE PLANNED UNIT DEVELOPMENT ZONE DISTRICT (CS-PUD).

***FIRST READING OF ORDINANCE 24-09: APPROVING PUD PLAN***

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, APPROVING A PUD FINAL DEVELOPMENT PLAN AND FINAL SUBDIVISION PLAT FOR WHITERIVER PLAZA PLANNED UNIT DEVELOPMENT.

Mr. Lambert opened the public hearing. The applicants Matt Flake and Adam Beal were sworn in and reviewed their project. Whiteriver Plaza is located at the corner of 16<sup>th</sup> Street and Whiteriver Avenue, and includes both residential and commercial units. The Planning Commission reviewed this application in April 2009 and recommended approval. The conditions of approval recommended by staff are considered “housekeeping” measures and will be resolved. Mr. Neu reviewed the SIA and noted several amendments were included due to the current lending environment. Councilor Lambert moved to approve Ordinances 23-09 and 24-09 as presented and ordered them to be published by title as required by Charter; seconded by Councilor Bascom.

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

***FIRST READING OF ORDINANCE 26-09: 431 EAST 1<sup>ST</sup> STREET ALLEY VACATION***

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, APPROVING THE VACATION OF A PORTION OF THE ALLEY BEHIND 431 EAST 1<sup>ST</sup> STREET WITHIN THE CITY

The City received an application for a right-of-way vacation of a sixteen foot alley behind 431 East 1<sup>st</sup> Street. The alley was platted in the early 1900's and is not developed or capable of being developed because of topography. The vacation is being requested by the owner of the adjacent lot because the house encroaches into the platted alley. There are no utilities in the “alley” and it is not needed for public access- nor will it ever be needed or capable of being used for utilities or access. Rhonda Bazil appeared on behalf of the applicant. Colorado statute provides the process for right-of-way vacations which Ordinance 26, Series of 2009 adheres to and makes the required findings for the

vacation. Councilor Bascom moved to approve Ordinance 26-09 as presented and ordered it to be published by title as required by Charter; seconded by Councilor Rice.

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

***FIRST READING OF ORDINANCE 25-09: SOLAR TAX REBATE PROGRAM***

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING SECTION 4-2-30 OF THE RIFLE MUNICIPAL CODE, "DEFINITIONS," AND ADDING A NEW SECTION 4-2-50 REGARDING SALES AND USE TAX REBATES FOR QUALIFIED PHOTOVOLTAIC AND SOLAR THERMAL SYSTEM INSTALLATIONS.

Mr. Braaten reported that, based on the success of other Colorado communities in adopting renewable energy development incentives and interest from citizens, staff has introduced a proposed Solar Tax Rebate Program for photovoltaic and solar thermal system installations. In considering such a program, the City seeks to promote the deployment of clean, renewable energy and stimulate economic development by encouraging residents to spend their energy money locally. Ordinance No. 25, Series of 2009 would implement a rebate program outlined in a new Section 4-2-50 of the Rifle Municipal Code and more specifically described in rules and regulations adopted as part of the Ordinance. Sales and use tax rebates up to \$3,000 will be offered for purchase of professionally installed photovoltaic and solar thermal systems, the components of which will be defined in accordance with state statute at Section 4-2-30 the Code. The City will rebate to applying taxpayers a portion of City sales and use taxes paid under Chapter 4 for Photovoltaic and Thermal Systems professionally installed on or after September 1, 2009. In addition to the new Section 4-2-50, Ordinance No. 25 adopts Rules and Regulations for the Solar Tax Rebate Program setting forth eligibility requirements for applicants. The Program will terminate on August 31, 2012 unless extended at that time by the City Council. Councilor Rice moved to approve Ordinance 25-09 as presented and ordered it to be published by title as required by Charter; seconded by Councilor Sanborn.

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

***MERITAGE REQUEST REGARDING RIMROCK INFRASTRUCTURE DESIGN***

Applicants Matt Lamm, John Patrick, and Scott Russell reviewed their request for the City to authorize SGM to design the backbone infrastructure that is needed to serve the future residential areas at Rimrock and neighboring properties. Council discussed the fact that SGM is the City's engineer, and having them work on this project violates ethical standards, as it would not be responsible for SGM to both design the work and review the work. Councilor Miller moved to approve the Meritage Request; seconded by Councilor Lambert.

Roll Call: No – Bascom, A. Lambert, Miller, Rice, Sanborn, K. Lambert

Mr. Leavenworth arrived at 8:15 p.m.

***COLORADO RIVER DISTRICT PRESENTATION***

Dan Birch, Deputy General Manager of the Colorado River Water Conservation District, outlined the District's request for the City to participate in the cost of an environmental compliance

related to the existing Programmatic Biological Opinion (PBO) for the Colorado River. The PBO was negotiated and put in place in 1999. The purpose of the PBO was to allow for environmental compliance that would achieve a favorable determination from the Fish and Wildlife Service regarding the four endangered fish species located in the Colorado River. Part of the PBO required Colorado water users to provide 10,825 acre feet per year for fish recovery. While this has been done on an interim basis, a permanent solution must be in place by 2012. The east slope water users (i.e. transmountain diverters) provide half of this obligation, and the other half was a western slope obligation. The preferred west slope alternative for its permanent supply is using water stored in the Ruedi Reservoir. The National Environmental Policy Act (NEPA) mandates that implementation of the Western Slope Preferred Alternative go through an environmental review process. Mr. Birch indicated that he hopes the environmental review would only require an Environmental Assessment, rather than a 'full-blown' environmental impact statement. Mr. Birch also explained that the River District is pursuing a reallocation of the water in Reudi that would be used for this purpose from a reimbursable obligation (at a cost of about \$8 million) to a non-reimbursable obligation that would be absorbed by the federal government. Councilor Bascom moved to contribute \$15,000 for Rifle's share of NEPA expenses out of the 2009 Water Rights Expense Account; seconded by Councilor Lambert.

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

## **ADMINISTRATIVE REPORTS**

Mr. Hier reviewed the following items: summer maintenance; north Railroad Avenue overlay; Whiteriver Avenue project; DOLA grant for Rifle Energy Park; 2010 budget preparation; Senior Transportation Program; theater repairs. Ms. Nelson stated that, with the passage of Ordinances 20-09 and 21-09, the ballot has now been set. August 10<sup>th</sup> is the last day for voters to register for the September 8<sup>th</sup> election. Mr. Stevens provided an update on the new wastewater treatment plant and discussed the Mioxx project at Beaver Creek. Chief Meisner reported the PD had a successful first annual "National Night Out," where canned food was collected and donated to Lift-Up. The PD is also attending the Farmer's Market to provide public education.

## **COMMENTS FROM MAYOR AND COUNCIL**

### ***KUDOS***

Councilor Rice thanked Garfield County for their contribution of \$1.5 million dollars towards the Energy Park. He also thanked John Miller for his contributions as football coach at the middle school. Councilor Bascom thanked the crews for their work on Whiteriver Avenue, and the PD for their efforts in community outreach. Councilor Lambert also thanked the PD for their successful event. Mayor Lambert thanked the water department for responding to a citizen's concern with an hour of her report.

### ***ELECTION 2009***

Councilor Bascom noted the ballot for the 2009 Municipal Election will be mailed out the third week in August. Councilor Miller invited everyone to attend the Candidates and Issues Forum on Monday, August 10<sup>th</sup> at City Hall.

### ***COUNTY PROPERTY AT 18<sup>TH</sup> AND RAILROAD***

Councilor Lambert inquired into the County's plans for the vacant property at 18<sup>th</sup> Street and Railroad Avenue. Mr. Hier will look into this further.

***GARFIELD COUNTY PARADE***

Councilor Sanborn noted that the Parade will be Saturday morning, and encouraged everyone to come out and watch it.

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

Councilor Rice moved to adjourn to Executive Session for a conference with the City Attorney concerning Water Rights under CRS 24-6-402(4)(b); seconded by Councilor Lambert (9:49 p.m.).

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

Councilor Sanborn moved to adjourn from Executive Session; seconded by Councilor Lambert (10:27 p.m.).

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

Meeting adjourned at 10:27 p.m.

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Wanda Nelson  
City Clerk

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Keith Lambert  
Mayor



## Memo

**To:** John Hier, City Manager  
**From:** Wanda Nelson, CMC, City Clerk *WN*  
**Date:** Thursday, August 13, 2009  
**Subject:** Liquor License Renewal(s)

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### LIQUOR LICENSE RENEWALS HAVE BEEN RECEIVED FOR:

El Kora Type of License: Hotel & Restaurant  
160 E. 26<sup>th</sup> Street

Wal\*Mart Type of License: 3.2% Off-premises  
1000 Airport Road

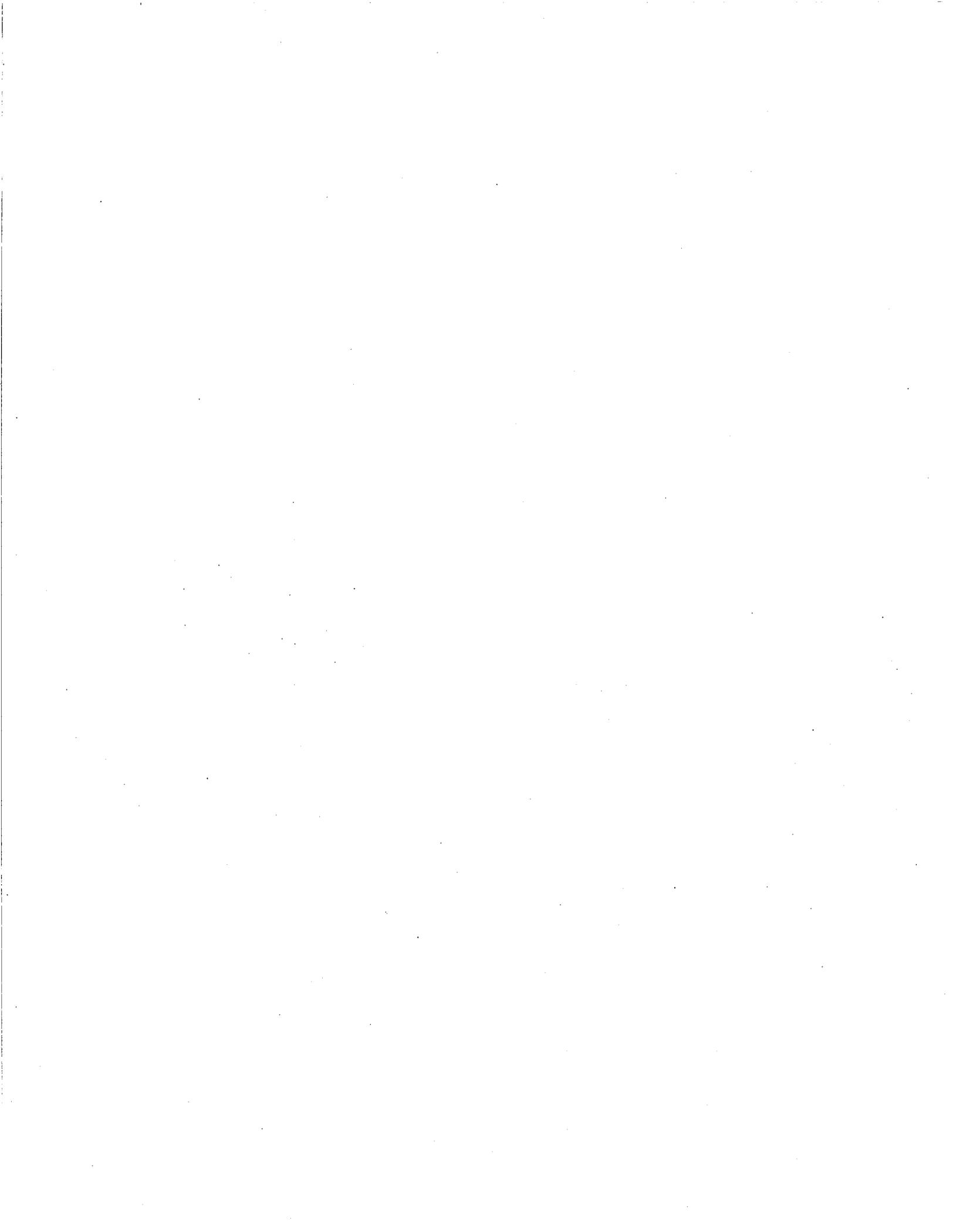
Moose Lodge Type of License: Club  
133 East 3<sup>rd</sup>

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

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

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







## Memo

**To:** John Hier, City Manager  
**From:** Wanda Nelson, City Clerk *W*  
**Date:** August 13, 2009  
**Subject:** Appointment of Election Judges

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This memo is to request the appointment of the following people as election judges for the regular municipal election to be held on Tuesday, September 8<sup>th</sup>: Mary Elder, Cat Kullberg, and Marjorie Alessandri.

Their compensation will be \$75 for each day spent counting the ballots prior to September 8<sup>th</sup> and \$100 each plus meals on Election Day. Their task will be to verify, open, validate, and count the ballots for the mail ballot election.

Please also appoint Erin Sims, Deputy City Clerk, as a backup judge in the event an additional judge is needed.

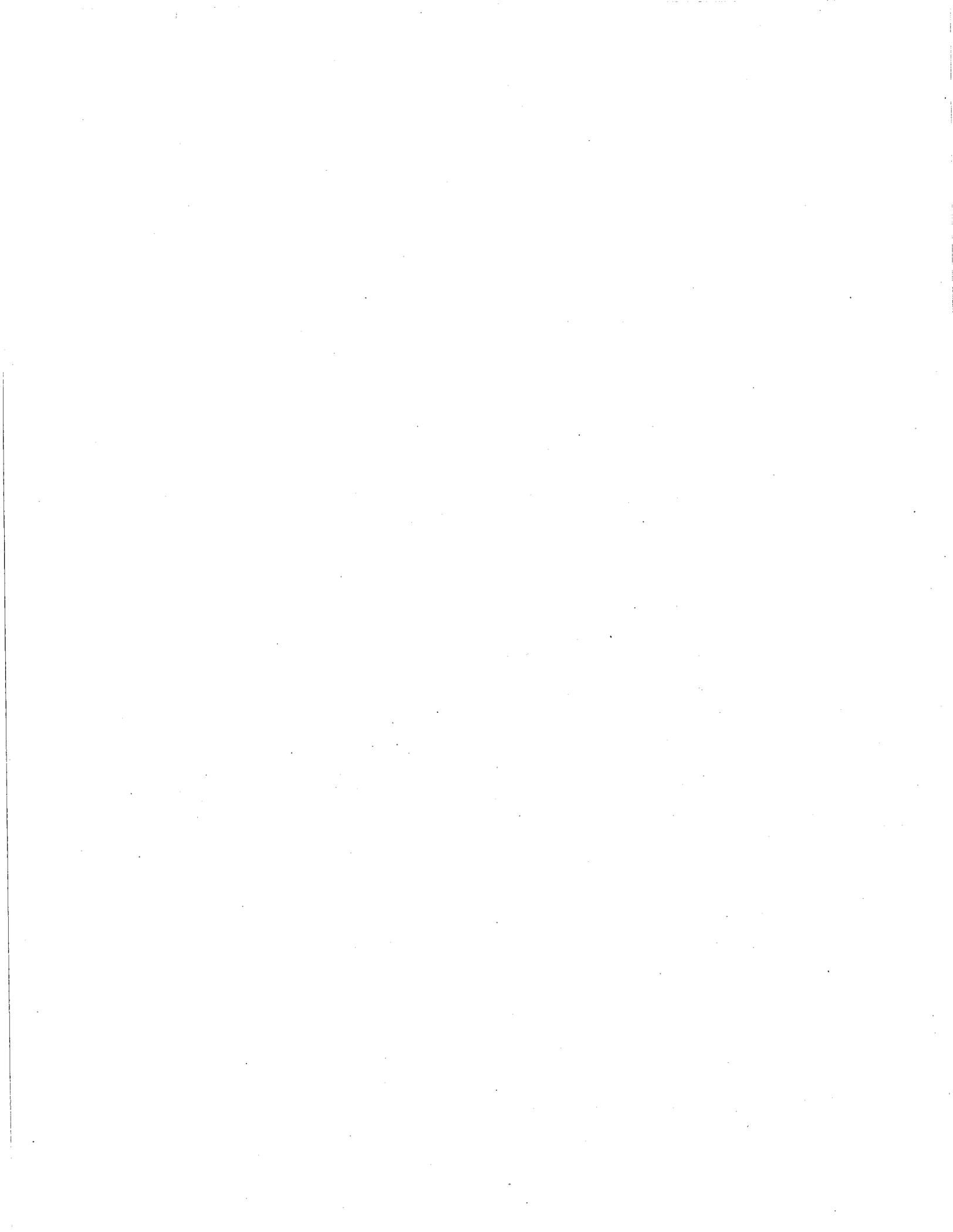
Other election highlights:

- Candidate's report of contributions and expenditures are due on August 18<sup>th</sup>, September 1<sup>st</sup>, and October 8<sup>th</sup>. Even if a candidate does not have any contributions or expenditures, a form must still be completed and submitted.
- Ballot assembly will begin August 14<sup>th</sup>; ballots will be mailed out the week of August 17<sup>th</sup>.

Please do not hesitate to contact me at 625-6265 with any questions you may have.

Thank you.





INTERGOVERNMENTAL AGREEMENT FOR  
CONGREGATE MEAL/NUTRITION PROGRAM  
CITY OF RIFLE SENIOR CENTER  
GARFIELD COUNTY DEPARTMENT OF HUMAN SERVICES SENIOR  
PROGRAMS

THE PARTIES to this intergovernmental agreement ("IGA") are the BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, STATE OF COLORADO ("BOCC"), sitting as the BOCC and the Board of Social Services ("BOSS"), and the CITY OF RIFLE, STATE OF COLORADO, a Home Rule municipality ("Rifle" or "City").

WHEREAS, the Parties to this IGA are authorized to provide for joint funding and cooperation in the development of public purpose projects pursuant to Section 29-1-201, et seq., C.R.S., as amended; and

WHEREAS, the BOCC and Rifle recognize the responsibilities and authority of the BOCC and the BOSS, through the Garfield County Department of Human Services ("GCDHS"), under the Human Services Code, Section 26-1-101, et seq., C.R.S., as amended; and

WHEREAS, the County and the City support the statewide policies enunciated in the "Colorado Older Americans Act," Section 26-11-101.1 through 26-11-207; and

WHEREAS, the Parties to this IGA wish to cooperate to provide congregate meals for the senior citizens of the City and of the wider County under the terms and provisions herein.

NOW, THEREFORE, in mutual consideration of the covenants and promises set forth below, the Parties agree as follows:

1. Project. The BOCC, through DHS, administers Senior Programs, including a transportation service known as the Traveler and congregate meal/nutrition services ("Senior Meal Services Program"). The City and the County are each signatories to a multiple party intergovernmental agreement, including other municipal corporations, the Roaring Fork Transit Authority and Colorado Mountain College, related to the overall funding and management of programs for senior citizens in Garfield County. Under prior administration, through Colorado Mountain College, Rifle prepared meals at the Rifle Senior Center, served to senior citizens in the Senior Center and at other meal

sites along the I-70 corridor. This IGA deals with the BOCC's and Rifle's continued commitment to the Senior Meal Services Program.

2. City Responsibilities. Rifle shall:

A. Perform the services defined in the "Scope of Services", attached to and incorporated herein as Exhibit A.

B. Provide the BOCC, through the DHS Director, quarterly progress reports (due October 31, 2009, January 31, 2010, April 30, 2010, and June 30, 2010) outlining program accomplishments and accounting for expenditures under this IGA.

C. Maintain the following insurance:

Workers' Compensation & Employers' Liability and Unemployment Insurance: in accordance with §§8-40-101 and 8-70-101, et seq., C.R.S., as amended;

Comprehensive Automobile Liability: Including owned, non-owned and hired vehicles: \$150,000 per person and \$600,000 per occurrence, or as specified in the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S., as amended, whichever amount is greater; and

Comprehensive General Liability, including broad form property damage: \$150,000.00 per person and \$600,000.00 per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S., as amended whichever amount is greater, and in addition \$1,000,000 aggregate.

If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the City shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to the BOCC and filed with and approved by the Colorado Department of Insurance. City shall demonstrate contractual liability coverage supporting the indemnity provision of this Agreement, either through policy language or by waiver of exclusion.

The BOCC shall be named as an additional insured on City's Comprehensive General Liability Policy. Additionally, if City's insurer determines that the BOCC has an insurable interest as a result of the contractual relationship created herein, the BOCC shall also be named as an additional insured on the Comprehensive Automobile Liability Policy. Proof of Workers' Compensation & Employer's Liability and Unemployment Insurance is required. Certificate(s) of insurance or copies of policies and appropriate endorsements required by this Agreement shall be delivered to the BOCC at the time originals of this Agreement, executed by the City, are delivered to the BOCC's Representative, identified below, for execution by the BOCC. The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U. S. Mail, return receipt requested, to the BOCC.

AS A PUBLIC ENTITY, WITHIN THE MEANING OF THE COLORADO GOVERNMENT IMMUNITY ACT, THE CITY MAY MAINTAIN SUCH INSURANCE BY COMMERCIAL POLICY OR SELF INSURANCE AND SHALL PROVIDE PROOF OF INSURANCE UPON THE REQUEST OF THE COUNTY.

3. County Responsibilities. The BOCC shall:

A. Provide funding in a not-to-exceed amount of Sixty Five Thousand Dollars (\$65,000.00) over the term of this IGA.

B. Provide overall administration and management of the Senior Meal Services Program.

C. The BOCC reserves the right to inspect the work of the City under this IGA during operational hours. This right of inspection is to assure that the work is proceeding in a timely, safe and satisfactory manner. Inspection by the BOCC does not relieve the City of responsibility for selecting appropriate means of fulfilling the City's obligations hereunder, as detailed in Exhibit A. The BOCC's right of inspection includes inspection of food storage and preparation areas, transportation equipment, and vehicles, if any, for the purpose of determining the adequacy of cleanliness, sanitation, maintenance and transportation practices.

4. Term. The term of this IGA shall begin on the 1<sup>st</sup> day of July, 2009 and shall terminate on the 30<sup>th</sup> day of June, 2010, no matter the date of execution. This IGA will terminate on June 30, 2010, unless renewed by an extension amendment; any terms or conditions may be reviewed and renegotiated annually. The Parties expressly agree, however, that the BOCC's obligations under this IGA are subject to the annual appropriation of funds, as detailed in paragraph 7, below.

5. Mutual Indemnification. The Parties each agree to indemnify and hold harmless the other Party, its officers, employees and agents, acting officially or otherwise, from any and all claims, demands, damages and actions of any kind brought by anyone, including attorneys fees, which may arise out of or result from the negligent or willful conduct of the City in the performance of the services set forth in Exhibit A and/or the breach of any condition of this IGA by either Party.

6. Termination. Either Party may terminate this IGA upon notice, with such termination being effective thirty (30) calendar days following receipt of notification by the other Party. Upon such termination, Rifle shall be entitled to compensation for services performed prior to the date of termination.

7. Appropriation of Funds. Pursuant to §29-1-110, C.R.S., as amended, the financial obligations of the County, payable as set forth within this IGA, are contingent upon funds being appropriated, budgeted, and otherwise made available. Further, this IGA is expressly conditioned upon the BOCC's receipt of federal and/or State of Colorado funds. The County acknowledges that the appropriate percentage or portion of County funds to be utilized as compensation of this IGA have been appropriated and budgeted or otherwise made available through December 31, 2008. The BOCC is not obligated to make any future apportionment or allocation to this IGA. Any work performed in excess of amounts appropriated shall be solely the risk of the City. Notwithstanding any other terms of this IGA, it is expressly understood and agreed that: (1) Any BOCC financial obligation, whether direct or contingent, for all or any part of the work under this IGA, shall extend only to monies duly and lawfully appropriated and budgeted by the BOCC and irrevocably pledged pursuant to the purposes of this IGA; (2) The BOCC does not by this IGA irrevocably pledge present cash reserves for payments in this or future fiscal years; (3) This IGA is not

intended to create a multiple/fiscal year direct or indirect financial obligation of the BOCC; (4) The obligation of the BOCC for expenditures, if any, arising during subsequent fiscal years in which this IGA could be extended and be in effect, shall only extend to utilization of monies appropriated and budgeted and encumbered for the purpose of this IGA in the fiscal year in which obligations arise; and (5) No change order may be issued requiring compensation for work which causes the aggregate payable amount under this IGA to exceed the amounts appropriated, budgeted and encumbered for the payment of this IGA in the fiscal year in which such obligations arise, unless the City receives written assurance by the BOCC that lawful appropriations to cover the cost of the additional work have been made.

8. Amendment, Assignment, Subcontracting. This IGA may be amended, altered or modified by the Parties solely through written agreements signed by both the City and the BOCC. This IGA may not be assigned or subcontracted by either Party without the written agreement of the other Party.

9. Governing Law, Venue, Survival of Remedies. The laws of the State of Colorado shall govern the validity, performance and enforcement of this IGA. Should either the City or the BOCC institute legal action regarding this IGA, venue shall be in Garfield County, Colorado and all rights concerning remedies shall survive the termination of this IGA.

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

11. Notices and Contact Persons. Notices to be provided under this IGA shall be given in writing, either by hand delivery or by certified return receipt requested United States mail or receipted delivery service to the following:

BOCC/BOSS:  
Lynn Renick,  
Director Garfield County  
Dept. of Human Services  
195 West 14<sup>th</sup> Street  
Rifle, CO 81650  
(970) 625-8282

City:  
John Hier  
City Manager  
P.O. Box 1908  
Rifle, CO 81650  
(970) 625-6266

Contact persons under this IGA are:

BOCC/BOSS:  
Judy Martin  
Senior Programs Director  
195 West 14<sup>th</sup> Street  
Rifle, CO 81650  
(970) 945-9191

City:  
Food Services Director  
Rifle Senior Center  
Rifle, CO 81650  
(970) \_\_\_\_\_

12. Facsimiles and Counterparts. This document and all documents required for performance of this IGA may be signed in counterparts. Facsimile signatures may be substituted for original signatures on such document.

13. Authority. Each person signing this IGA represents and warrants that he/she is fully authorized to enter into and execute this IGA and to bind the Party represented.

14. Whole Agreement. This IGA represents the entire agreement between the Parties and supersedes all prior negotiations and representations, written or oral, as to the subject matter hereof. The Parties recognize and agree that there are other agreements related to the Garfield County Senior Services Programs imbedded in other documents. Nothing herein shall be deemed to give anyone not a party to this IGA any right of action against either the BOCC or Rifle.

IN WITNESS WHEREOF, the BOCC and Rifle have set their hands and seals, to be effective the 1<sup>st</sup> day of July, 2009, no matter the date of execution of this IGA.

ATTEST:

*Jean M. Allen*  
Clerk to the Board



BOARD OF COUNTY COMMISSIONERS  
GARFIELD COUNTY, COLORADO

By: *[Signature]*  
John Martin, Chairman

Date: 7-20-2009

CITY OF RIFLE  
STATE OF COLORADO

ATTEST:

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

By: \_\_\_\_\_  
Chairman, City Council/Mayor

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

## EXHIBIT A

### SCOPE OF SERVICES PURCHASE OF SERVICES AGREEMENT - City of Rifle (Rifle Senior Center)

Purpose: To prepare appropriate and approved noon-time meals in the kitchen of the Rifle Senior Center for provision of services to sites at the same location, and to provide and prepare food for transport to three other approved congregate meal sites in New Castle, Silt and Parachute.

I. Contractor shall provide agreed upon services that include:

- RIFLE SENIOR CENTER (aka Senior Delight Meal Program located at 50 Ute Ave in Rifle, CO) on Tuesdays and Thursdays at 12:00 p.m. for federally funded meals; and Fridays at 12:00 p.m. for state funded meals.
- VALLEY SENIOR CENTER (located at 540 North Parachute Avenue in Parachute, CO) on Wednesdays at 12:00 p.m.
- BURNING MOUNTAIN FIRE STATION (aka Meet n' Eat' Meal Program located at 611 Main Street in Silt, CO) on Wednesdays at 12:00 p.m.
- NEW CASTLE SENIOR HOUSING COMPLEX (aka 'The Gathering' located at Castle Valley Ranch in New Castle, CO) on Mondays at 12:00 p.m. (Currently suspended).

Contractor shall be paid for the exact number of meals served on Tuesdays, Thursdays and Fridays at the Rifle Senior Center and for the number of meals ordered for each of the off-site locations. Monday and Friday meal counts shall be submitted to the previous Friday at noon, and the count for Wednesday shall be submitted by noon on Monday prior to the meal service. Food service to the participants is the responsibility of the DHS Senior Programs staff and volunteers.

Meal sites shall be closed according to the holiday schedule established by the Garfield Board of County Commissioners. Any change requests from this schedule requires approval from the Board of County Commissioners.

II. Contractor shall provide space, equipment, fixtures and utilities necessary to perform the work stated above.

During operational hours, Garfield County reserves the right to inspect the work accomplished by the Contractor under this agreement. Such inspections shall include all food storage and preparation areas; and to assure that the work is proceeding in a timely and satisfactory manner.

III. All menus and meal preparation plans shall be available for review and analysis by Garfield County's DHS Senior Programs staff and/or the registered dietician.

- Menus shall contain at least one-third of the current recommended dietary allowance (RDA) as analyzed, utilizing the Nutrient standards method or acceptable computer program method.
- Menus shall consider the special needs of the elderly and ensure that each meal contains at least one-third (33 1/3 %) of current RDA as established by the Food and Nutrition Board of the Institute of Medicine and the National Academy of Sciences.
- Each meal shall contain at least 600 calories. Nutritional adequacy shall be documented with computer analysis by the program. Maintenance of optimal nutritional status through menu planning is reflected in menus moderate in fat, salt, simple sugars and high in fiber.
- At a minimum, each meal shall provide:
  - one serving (2-3 ounces) of meat or meat alternative,
  - two ½ cup servings of fruit and/or vegetables excluding pasta, rice and dessert,
  - eight ounces of 2% milk or buttermilk,
  - one serving of bread or bread alternative prepared from recipe (whole-wheat if possible),
  - one teaspoon butter or fortified margarine,
  - one ½ cup serving of dessert,
  - coffee or tea (1-2 cups per person), and
  - condiments such as vinegar, ketchup, mustard, salt, pepper, etc.
- \* Special Diets – The contractor shall provide special diets as requested by the physician's written prescription shown on the physician's prescription form utilized by the Garfield County DHS Senior Programs. Special diets must be under the supervision of a registered dietitian and will be the responsibility of the Senior Program. The Contractor shall individual package these with containers furnished by the Contractor if they need to be transported to another site.
- Menus shall be served as planned unless a substitution is approved. A complete menu move from one day to another does not constitute a substitution. When substitutions are made, the project maintains records on-site which documents the: 1) date of substitution, 2) original menu item/s, and 3) substitute item/s.
- Garfield County DHS Senior Programs shall have the right to inspect the food to determine compliance with regulations and to withhold payment for meals not meeting prescribed requirements. Senior Programs staff shall be notified of any changes in menus and a menu change form shall accompany any change. A change shall meet the 1/3 RDA for the elderly.

IV. Portion control is outlined in the Attachment 1

V. Contractor shall purchase the food required for the meal preparation according to the following specifications:

- a) Milk and buttermilk shall be fresh pasteurized; 2% or lower;
- b) Fresh produce shall be US Grade No. 1 or equivalent;
- c) Canned goods shall be no lower than US Grade B or equivalent;
- d) Frozen or dried foods shall be no lower than US Grade B;
- e) Cheese shall be US Grade A;
- f) Spices and condiments shall be fresh and good quality (to include: salt, pepper, ketchup, soy sauce, mustard, mayonnaise, creamer and sugar, etc.), as well as coffee and tea products;
- g) Meats, poultry and fish shall be no lower than US Grade Good: all USDA inspected and no more than 30% fat content by weight;
- h) Breads, crackers and pastry shall be all good quality made with enriched flour and whole wheat, if possible;
- i) Rice shall be long grain, enriched or converted;
- j) Textured vegetable protein may be mixed with meats in the amount not to exceed 30%;
- k) Breading for meat products shall not exceed 25% of weight;
- l) Coffee, tea, decaffeinated beverages and/or flavored drinks shall be provided, however these products do not fill the nutritional meal pattern requirements.

Fruit and vegetable juices may be served as part of the food/vegetable food group.

VI. Food safety and handling requirements shall be followed. The Contractor shall adhere to the Colorado Department of Public Health and Environment's most current retail Food establishment policy and regulations. Additional food safety requirements shall be followed to ensure the health and well-being of the frail, elderly adults and caregivers being served.

Leftover food that is transported to other meal sites shall be properly disposed of unless the food is unopened or pre-packaged. Cooked or prepared food shall not be taken from a meal site. A reservation system shall be used to prevent overproduction and food waste.

VII. The Contractor shall prepare food using low-sodium techniques. (Background regarding this requirement: The No-Added-Salt (NAS) diet equals 3000 to 4000 mg of sodium on a daily basis. An average American consumes approximately 1 to 2 teaspoons of salt daily, even though the physiological requirement for human is only ¼ tsp. of salt per day -- 1 tsp. salt equals approximately 2300 mg. of sodium. Therefore, the State of Colorado supports the NAS rule and promotes practices consistent with the US Dietary Guidelines and the sodium intake recommended by the American Heart Association --see the Attachment.)

VIII. The Contractor shall prepare food low in fat, saturated fat and cholesterol whenever possible (see the Attachment 2).

IX. The contractor shall maintain storage and preparation facilities in a clean, safe condition that complies with all Federal, State and local laws and regulations governing the storage, handling and transportation of food. Contractor shall procure and keep current all licenses, permits and food handler cards required by law.

Hot food shall be transported and served at a temperature of 145 degrees or above.

Cold food shall be transported and served at a temperature no higher than 37 to 40 degrees.

- Garfield County DHS Senior Programs shall be responsible for maintaining applicable health standards and proper temperatures during transportation and throughout the serving time.

X. If the Contractor receives USDA Cash-in-Lieu of Commodities, the Contractor agrees to:

- a) Maintain all menus, receipts and inventory reports for a period of three years,
- b) Use such cash for purchase of foods grown only in the United States, and
- c) Maintain invoices for food paid with USDA cash for a period of three years.

**Commodities –**

1a. Any food donated received by Garfield County DHS Senior Program and made available to the City of Rifle shall be utilized solely for the purpose of providing benefits of the employing agency's food service operation and it is the responsibility of the City of Rifle to demonstrate that the full value of all donated food is used solely for the benefit of DHS Senior Program.

1b. The books and records of the City of Rifle pertaining to the food service operation of the agency shall be available on-site for a period of three (3) years from the close of fiscal year in which they pertain.

2. Any commodities, including bonus commodities, transferred to the Contractor by Garfield County DHS Senior Program shall be used solely in the preparation of meals for Rifle and other designated meal sites. Cash value of such commodities will be assigned at the time of transfer; however, such value is subject to revision at the time the Colorado Aging and Adult Services Division assigns final value at the end of the fiscal year. The cash value of commodities provided to the Contractor will be reported monthly to the contractor separately to facilitate their accounting procedures. The Contractor will then reimburse the Garfield County DHS Senior Program monthly for the amount reported. A final reckoning will be made at the end of the fiscal year. The supplier will receive, store and inventory monthly these goods according to USDA commodity

regulations. The sponsor will pay shipping costs. The supplier will keep all menus receipts and inventory reports on file for three (3) years for auditing purposes.

XI. All equipment utilized for meal preparation, storage or transport prior to the beginning of this Agreement shall be the property of the Contractor. Repair and maintenance shall be the responsibility of the City of Rifle. Any new equipment needed in order to carry out the Scope of Work shall be mutually agreed upon between the Contractor and Garfield County DHS Senior Programs staff. If it is determined that Senior Programs shall purchase the new equipment, the Contractor has the responsibility of repair, maintenance and insurance.

Food Takeouts - containers are supplied by the CMC Senior Nutrition program for the Parachute, New Castle and Silt Meal site. Contractor supplies take-out containers for the Rifle meal site(s).

. Paper products - The CMC Senior Nutrition program will supply the Parachute, New Castle and SiltMeal site with any necessary paper products. Contractor provides the Rifle site(s) with paper products.

XII. Compensation for meals shall be paid on a unit cost basis. Meal fees shall be divided between food costs, labor and other (repair/maintenance/supplies/cleaning/utilities). There shall be no difference between the unit cost of a federally funded or state funded meal. **The unit cost reimbursement for this Agreement is \$4.00 per meal.**

Monthly invoices for payment shall be received in the Garfield County Department of Human Services Accounting Division, 195 W. 14<sup>th</sup> Street, Rifle CO 81650 by the fifth (5<sup>th</sup>) working day of each month.

Garfield County DHS Senior Program will be responsible for receiving daily participant donations.

XIII. Garfield County DHS Senior Programs shall inform program participants of and be responsible for implementing regulations and procedures such as:

- *Participant Eligibility* – Individuals sixty (60) years of age or older, a spouse of a person sixty (60) years of age or older who attends, a volunteer under 60, and disabled persons under special conditions as outlined in State Rules and Regulations (Volume 10).
- *Participant Contributions* – Individuals receiving meals are provided an opportunity to contribute to the cost of the meal. No participant shall be denied a meal for not contributing. The recommended client contribution shall be \$2.50 per meal.
- *Guests* – Guests under 60 may consume a meal only when it shall not deprive an eligible individual of an opportunity to receive a meal. Guests shall be

asked to pay a fee of \$6.00 for the meal. (Reference cite: Volume 10, Section 10.470(B).

- *Use of Participant Contributions* – Program income will be used only for meal costs and to increase the number of meals served.

All aspects of the Nutrition Program shall adhere to the Volume (10) Services for the Aging State Rules and Regulations (12 CCR 2510-1), and Section IV of the Colorado Department of Human Services Division of State Unit on Aging Policy and Procedure Manual.

XIV. All notices to Garfield County DHS Senior Programs shall be addressed to 195 West 14<sup>th</sup> Street, Rifle, CO 81650; and all notices to the Contractor shall be addressed to Rifle Senior Center, 50 Ute Avenue, Rifle, CO 81650.

XV. The contact person for contract administration is Lynn Renick, Director of the Garfield County Department of Human Services. The term of this contract is 7/1/08 through 6/30/09; not-to-exceed amount is \$65,000.

#### Attachments.

1. Portion Size for Food used in Senior Nutrition Program
2. Provision for NAS (No-Salt-Added) Guidelines
3. Guidelines for Low-Fat Meal Preparation
4. Garfield County DHS Senior Program Holiday Closures

Attachment 1

**PORTION SIZES FOR FOODS USED IN SENIOR NUTRITION PROGRAM**

**Juices** - 1/2 cup

**Cooked Vegetables**

Mashed Potatoes 1/3 level cup, #12 scoop  
Asparagus, Corn 1/2 cup, drained #8 scoop  
Green Beans, Wax Beans, Pinto Beans, Broccoli, Cabbage,  
Carrots, Cauliflower, Celery, Peas, Scalloped Potatoes,  
Au-Gratin Potatoes, Spinach, Tomatoes (some liquid), Mixed  
Vegetables, Oriental Vegetables, Chuck-wagon Vegetables, and other  
vegetable mixes.  
Brussels Sprouts - 4 medium  
Sweet Potatoes - 1/3 cup, #12 scoop  
Baked Potato - 1/2 medium sized potato

**Noodles, Rice, Spaghetti** - 1/2 cup or level #8 scoop

**Salads**

Potato/macaroni - 1/3 cup, #12 scoop  
Tossed Salad - 1 cup, loosely packed  
Carrot/Raisin - 1/3 cup, #12 scoop  
Coleslaw - 1/3 cup, #12 scoop  
Spinach Salad - 1 cup loosely packed  
Jellied Salad - 1/2 cup  
Waldorf Salad - 1/3 cup, #12 scoop  
Fruit Salad - 1/2 cup, #12 scoop  
Cottage Cheese - 1/4 cup, #16 scoop w/1/4 cup fruit or vegetable  
Pear Half w/ Cottage Cheese - 1T or #50 scoop  
3-Bean Salad - 1/3 cup #12 scoop  
Taco Salad - 1 shell or like number of taco chips  
1/2 cup lettuce  
2T - 4 T. Beans  
1/4 cup cooked Beef  
2 T. Cheese  
2 T. Tomatoes  
1 T. Sour Cream  
2 T. Picante Sauce  
Chef Salad - 1 1/2 cup lettuce  
3 ounces assorted meats (Roast Beef, Turkey, Ham,)  
2 T. Cheese  
2 T. Tomatoes  
1/2 hard-boiled egg

### Meat/Fish/Poultry

Fish - 3-ounce serving  
Turkey - 3-ounce serving  
Roast Beef - 3-ounce serving  
Ham - 3-ounce serving  
Meatloaf - 3-ounce serving  
Pork Roast - 3-ounce serving  
Pork or Hamburger Patty - 3 ounce serving  
Chicken - 1 leg/1 wing, 1 medium breast, 1 large thigh  
Pork Chop - 1  
Swedish Meatballs - 3 (1 oz.) meatballs to 4 T. gravy

Stuffing - 1/3 cup or #12 scoop

### Casseroles

Beef Stew, Beef Pot Pie - 1 cup, or 8 ounces  
Burrito - 1 (1 medium tortilla & 1/2 cup filling)  
Turkey and Noodles - 1 cup  
Chili - 1 cup  
Chow Mien, Sweet and Sour Pork - 1 cup  
Goulash, Lasagna - 1 cup  
Macaroni & Cheese - 1 cup  
Ham and Beans - 1 cup  
Tuna and Noodles - 1 cup  
Turkey Casserole - 1 cup  
Spaghetti - 1/2-cup sauce, 1/2-cup noodles, 1T. Parmesan cheese  
Enchiladas - 2 small

### Soups

Bowl - 1 cup  
Cup of Soup - 1/2 cup

Gravies and Sauces - 1/4 cup

### Bread

Baked Rolls - 55 - 60 rolls per steam-table pan  
1 roll per serving  
1 muffin per serving  
1 slice of bread per serving

### Desserts

Cookies - (1) 2 1/2 inch in diameter  
Cakes - 1 2" x 2" square (approximately)  
Pies - 8 slices per 9 or 10-inch pie pan  
Ice Cream/Sherbet - 1/2 cup  
Jell-O - 1/2 cup  
Pudding - 1/2 cup  
Fruit cup, mixed fruit - 1/2 cup

## Attachment 2

### Provision for a NAS (no-salt-added) diet, guidelines:

- Limit the use of highly processed foods, which may include commercially prepared frozen entrees, and condiments that are high in sodium.
- Make gravies and soups using at least half low-sodium soup base.
- Use fresh and frozen vegetables - when possible.
- Do not add salt in cooking.
- Purchase or make low-sodium soups
- Replace deli meats (cured, smoked, and pickled meats), cheese and salty condiments with lower sodium counterparts.
- Substitute herbs, spices, and lemon to enhance flavors rather than salt.

## Attachment 3

### Guidelines for low-fat meal preparation

- Bake, Broil or steam foods rather than frying.
- Serve fish more often.
- Remove visible fat from meat and poultry before cooking.
- Remove the skin from chicken and turkey.
- Skim fat off gravies and soups after they have been refrigerated.
- Use low-fat salad dressings, mayonnaise and cheeses.
- Reduce use of breading in meats because it is a fat carrier
- Prepare meats and other entrees with little or no fat.
- Use ground turkey mix with ground beef to lower the amount of fat in a dish using ground beef.
- Drain fat from ground beef after it is browned.
- Use low-fat substitutes (e.g. skim milk, broth's, soup stock, and tomato sauces) to make low calorie gravies and cream sauces.
- Use low-fat dairy products in cooking and as beverages.
- Limit purchase of commercial food products containing tropical oils (e.g. coconut and palm oils). These are saturated fats and are associated with heart disease.

**Attachment 4**

**Garfield County - Holiday Closures**

**SENIOR PROGRAM**

January 1, 2009 – December 31, 2009

January 1, 2009	New Years' Day
January 2, 2009	Day after New Years' Day
February 16, 2009	President's Day
May 25, 2009	Memorial Day
July 3, 2009	Independence Day
September 7, 2009	Labor Day
November 11, 2009	Veteran's Day
November 26, 2009	Thanksgiving Day
December 24, 2009	Christmas Eve Day ½ day
December 25, 2009	Christmas Day

**BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY  
CERTIFICATION AND AFFIDAVIT  
REGARDING ILLEGAL ALIENS**

The Contractor, whose name and signature appears below, certifies and agrees as follows:

1. The Contractor shall comply with the provisions of C.R.S. 8-17.5-101 *et seq.* The Contractor shall not knowingly employ or contract with an illegal alien to perform work for the Board of County Commissioners of Garfield County, Colorado ("BOCC") or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien.
2. The Contractor represents, warrants, and agrees that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program and otherwise shall comply with the requirements of C.R.S. 8-17.5-102(2)(b).
3. The Contractor shall comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or C.R.S. 8-17.5-101 *et seq.*, the BOCC may terminate work for breach and the Contractor shall be liable for actual and consequential damages to the State.
4. If the Contractor is a sole proprietor, the undersigned hereby swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one):

- I am a United States citizen, or
- I am a Permanent Resident of the United States, or
- I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I am a sole proprietor entering into a contract to perform work for the BOCC. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to starting work for the BOCC. I further acknowledge that I will comply with the requirements of C.R.S. 24-76.5-101 *et seq.* and will produce the required form of identification prior to starting work.

I acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under C.R.S. 18-8-503.

CERTIFIED and AGREED to this \_\_\_ day of \_\_\_\_\_, 200\_\_.

CONTRACTOR:

\_\_\_\_\_  
(Contractor Full Legal Name)

\_\_\_\_\_  
FEIN or Social Security Number

By: \_\_\_\_\_  
Signature of Authorized Rep

\_\_\_\_\_  
Title



Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
1003	Action Shop Services, Inc	R124292	CHAIN LOOP	07/23/2009	44.10		
		SI46454	ENGINE OIL	07/23/2009	45.78		
Total 1003					89.88		.00
1018	Valley Lumber	27052	ORANGE SPRAY	07/07/2009	13.98		
		27342	CONCRETE MIX	07/13/2009	25.97		
		27573	WOOD SHIM, SAWZALL BLADE, WOND	07/16/2009	51.00		
		27760	#2 pine/beaver miox shed	07/01/2009	32.88		
		27768	CONCRETE MIX	07/20/2009	10.98		
		27790	FURRING STRIPS/beaver miox shed	07/20/2009	26.56		
		27982	Bushing, adapter/beaver miox shed	07/22/2009	1.48		
		28214	CAL TIE WIRE, DUPLEX NAIL	07/27/2009	21.97		
		28223	Plane, sand belt/beaver miox shed	07/27/2009	19.47		
		28682	SAFETY RED SPR PAINT/O&M	08/04/2009	76.33		
		28744	SPRAY PAINT	08/04/2009	25.74		
Total 1018					306.36		.00
1055	Columbine Ford, Inc	95083	CORE CREDIT RETURN	07/21/2009	30.00	-	
Total 1055					30.00	-	.00
1062	Dana Kepner Company	1325123-00	PO# 292	08/05/2009	8,580.50		
		1326114-00	Meter's & MXU's	07/24/2009	113.60		
Total 1062					8,694.10		.00
1070	Federal Express Corp	9-240-92092	OVERNIGHT SHIPPING/CENTENIAL PAI	06/25/2009	58.78		
			OVERNIGHT SHIPPING/Attny-client		20.25		
		9-279-66012	SHIPPING	07/30/2009	17.05		
Total 1070					96.08		.00
1076	Garfield County Landfill	09-00000284	Landfill	07/31/2009	14,646.06		
Total 1076					14,646.06		.00
1078	Garfield County Sheriff	27977	SUBPOENA	07/22/2009	19.50		
		27979	SUBPOENA	07/25/2009	13.50		
		27980	SUBPOENA	07/25/2009	17.00		
		27982	SUBPOENA	07/24/2009	17.00		
Total 1078					67.00		.00
1080	Garfield County Treasurer	08/04/09	2009 COOP MOSQUITO CONTROL PRO	08/04/2009	15,000.00		
Total 1080					15,000.00		.00
1083	Youth Zone	073109	ASSES & RECOMMENDATIONS/COURT	07/30/2009	620.00		
Total 1083					620.00		.00
1097	Johnson Construction Inc	208219	Tractor/lowboy	07/30/2009	110.00		
Total 1097					110.00		.00
1100	Leavenworth & Karp, P.c.	07302009	LEGAL FEES/planning	07/30/2009	222.00		
		07312009	LEGAL FEES/non planning	07/31/2009	8,023.64		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
			LEGAL FEES/planning		1,608.00		
			LEGAL FEES/ura		3,293.00		
			LEGAL FEES/WATER&WATER RIGHTS		2,655.50		
			LEGAL FEES/PALOMINO		66.00		
			LEGAL FEES/AIRPORT LAND PARTNEF		3,963.00		
			LEGAL FEES/FARM ANNEX		2,682.00		
			LEGAL FEES/PIONEER MESA		66.00		
			LEGAL FEES/WHITERIVER		1,248.66		
			LEGAL FEES/TYBAR RANCH		66.00		
			LEGAL FEES/WILLOW		154.00		
			LEGAL FEES/TRAPPERS ANNEX		88.00		
			LEGAL FEES/QUEENS CROWN		242.00		
			LEGAL FEES/RIMROCK		148.00		
			LEGAL FEES/WHITERIVER		1,364.00		
			LEGAL FEES/SHOPPES AT RIFE		44.00		
			LEGAL FEES/Roan View Sub		176.00		
			LEGAL FEES/SEWER FUND		129.50		
			LEGAL FEES/UNITED WATERSHED		44.00		
			LEGAL FEES/LARAMIE ENERGY WATEI		396.00		
			LEGAL FEES/Beaver Creek Gas Pipeline		689.50		
			LEGAL FEES/AIRPORT BUSINESS PARI		259.00		
			LEGAL FEES/AIRPOR Runway exp		1,054.50		
			LEGAL FEES/UMPTRA		55.50		
			LEGAL FEES/PARKS & REC		944.00		
Total 1100					29,681.80	.00	
1105	Meadow Gold Dairies	50200718	DAIRY PRODUCTS/POOL	07/23/2009	214.40		
		50200749	DAIRY PRODUCTS/POOL	07/27/2009	124.68		
		50200781	DAIRY PRODUCTS/POOL	07/30/2009	193.20		
		50200817	DAIRY PRODUCTS/POOL	08/03/2009	196.68		
		50200835	DAIRY PRODUCTS/ SR CENTER	08/06/2009	55.49		
Total 1105					784.45	.00	
1106	Micro Plastics Inc	77190	SIDWEWALK SALE FLYER DESIGN	07/22/2009	50.00		
		77289	AWARD PLAQUES	07/28/2009	2,079.07		
			AWARD PLAQUES		2,079.07		
		77323	RIBBONS	07/29/2009	206.04		
Total 1106					4,414.18	.00	
1110	Napa Auto Parts	046675	AIR FILTER, HYDRAULIC FILTER	07/28/2009	164.71		
		046697	AIR FILTER, FUEL FILTER	07/28/2009	82.97		
		046773	AIR FILTER	07/28/2009	101.88		
		046780	HYDraulic filter	07/28/2009	79.29		
		047167	RETURN FILTERS	07/29/2009	213.70		
		048823	BATTERY	08/06/2009	92.68		
Total 1110					307.83	.00	
1118	Parts House	C27407	CORE CREDIT/FLEET	07/30/2009	112.50		
		S430680	CARB cleaner	07/21/2009	8.34		
		S430972	RAGS, HD CLAMP	07/29/2009	39.18		
		S431036	BRAKE PAD, BRAKE SHOE	07/30/2009	79.51		
		S431044	BRAKE ROTOR/1008	07/30/2009	82.33		
		S431046	Machine brake drum	07/30/2009	26.00		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 1118					122.86	.00	
1138	Schmueser/Gordon/Meyer, Inc	132/001	PHASE 001	07/31/2009	8,290.00		
			PHASE 001		97.50		
			PHASE 001		193.75		
			PHASE 001		620.00		
		132/128B	PHASE 128B	07/31/2009	77.50		
		132/220B	PHASE 220B/trapper hollow	07/31/2009	387.50		
		132/238	PHASE 238 PO 27104 170 & HWY 13 INT	07/31/2009	120.00		
		132/255D	PHASE 255D Beaver Creek WTP Miox Sy	07/31/2009	1,140.60		
		132/325A	PHASE 325a	07/31/2009	1,732.50		
		132/369A	PHASE 369a	07/31/2009	232.50		
		132/387A	PHASE 387a	07/31/2009	910.00		
		132/391	PHASE 391	07/31/2009	270.00		
		132/400	PHASE 400 THE FARM ANNEXATION	07/31/2009	1,303.75		
		132/415	PHASE 415	07/31/2009	155.00		
		132/417	PHASE 417/centennial park	07/31/2009	6,943.70		
		132/427B	PHASE 427B	07/31/2009	4,022.93		
		132/427C	PHASE427c	07/31/2009	4,158.63		
		132/427G	PHASE 427G	07/31/2009	97.50		
		132/427I	PHASE 427I	07/31/2009	1,162.50		
		132/431	PHASE 431	07/31/2009	775.00		
		132/443	PHASE 443	07/31/2009	1,110.00		
		132/445	PHASE 445	07/31/2009	1,420.00		
		132/447	PHASE 447	07/31/2009	387.50		
		132/448	PHASE 448	07/31/2009	465.00		
		99055G-20	RIFLE REGIONAL WWTF CONSTRUCTI	07/31/2009	38,124.15		
Total 1138					74,197.51	.00	
1139	Silvertip Printing	4890	WINDOW ENVELOPES	07/30/2009	220.00		
			WINDOW ENVELOPES		220.00		
			WINDOW ENVELOPES		220.00		
		4900	BALLOTS/CLERK	08/10/2009	2,000.00		
Total 1139					2,660.00	.00	
1143	Swallow Oil Company	07302009	DIESEL /FLEET UNLEAD/FLEET	07/30/2009	1,724.20 2,341.91		
Total 1143					4,066.11	.00	
1188	Jean's Printing	900935	Spring clean up flyer mailing	02/25/2009	1,536.96		
		902456	14th st market	06/05/2009	30.00		
		903164	UTILITY BILL FLYER	07/27/2009	100.65		
			UTILITY BILL FLYER		100.65		
Total 1188					1,768.26	.00	
1191	Lewan & Associates, Inc	561472	COPY CHARGES	07/24/2009	253.88		
		566701	B&W METER	08/03/2009	5.14		
Total 1191					259.02	.00	
1258	Hach Company	6325629	REAGENT SET, CHLORINE FREE	07/16/2009	552.35		
		6342378	DPD free chlorine	07/28/2009	50.93		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 1258					603.28	.00	
1332	Nicoletti-flater Associates	08032009	PRE EMPLOYMENT CHECK/FLATEN	08/03/2009	175.00		
Total 1332					175.00	.00	
1339	Grand Junction Pipe & Supply	C2300458	Mloxx system	07/10/2009	37.44		
		C2300511	Mloxx system	07/10/2009	551.25		
		C2301822	meter COMPR	07/22/2009	63.13		
		C2301927	VALVE BOX	07/22/2009	178.10		
		C2302013	TEST BALL PLUG	07/23/2009	518.57		
		C2303063	Mloxx system	07/31/2009	1,293.01		
		C2303696	METER PIT EXT	08/06/2009	247.80		
Total 1339					2,889.30	.00	
1381	Zee Medical, Inc	0011502910	FIRST AID SUPPLIES	07/01/2009	80.90		
Total 1381					80.90	.00	
1407	Usa Blue Book	862557	CERTIFICATION GUIDE/WASTE WATEF	07/23/2009	93.24		
		863702	BOD INCUBATOR	07/27/2009	3,989.71		
			FREIGHT ON INCUBATOR		277.27		
		866429	PROBE FOR YSI METER	07/29/2009	312.54		
Total 1407					4,672.76	.00	
1505	Markertek Video Supply	855697	twisted pair multi	07/30/2009	125.28		
Total 1505					125.28	.00	
1649	Ikon Office Solutions	80067612	IMAGERUNNER LEASE	08/05/2009	1,083.95		
Total 1649					1,083.95	.00	
1734	United Companies	711856	WHITERIVER & 5TH STREET	08/01/2009	1,864.40		
		712031	ASPHALT	08/01/2009	393.53		
Total 1734					2,257.93	.00	
1749	Microsearch Laboratory Inc.	09-2847	MICROSCOPICE PARTICULATE ANALY:	04/28/2009	605.00		
Total 1749					605.00	.00	
1768	Faris Machinery Company	G18634	FREIGHT on hyd motor	07/28/2009	247.88		
Total 1768					247.88	.00	
1806	CDMS INC	7745	DSL ACCESS/POOL	07/01/2009	17.95		
			DSL ACCESS/CE		17.95		
Total 1806					35.90	.00	
1830	Grand Valley Foods	102792	FOOD PRODUCTS SR CENTER	07/31/2009	734.09		
		102899	FOOD PRODUCTS SR CENTER	08/07/2009	456.29		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 1830					1,190.38	.00	
2122	Utility Notification Center Co	20907591	TRANSMISSIONS	07/31/2009	181.72		
Total 2122					181.72	.00	
2139	CDW Government, Inc	PKN3815	CABLE	06/18/2009	240.00		
		PPR0270	CABLE & WHEEL MOUSE	07/10/2009	36.89		
Total 2139					276.89	.00	
2149	Dell Marketing L.p.	XD8N2XWC5	PD BOOKING	06/25/2009	155.99		
		XD9R3D9N5	DUAL MONITOR CARD	07/30/2009	124.99		
Total 2149					280.98	.00	
2159	Lab Safety Supply Inc	1013793429	Tpe refl solid	07/16/2009	33.31		
		1013832696	CABL TIES	07/23/2009	61.25		
Total 2159					94.56	.00	
2181	Nalco Chemical Company	94628983	CAT-FLOC CHEM/WATER	06/22/2009	2,063.97		
Total 2181					2,063.97	.00	
2247	Rocky Mountain Electric Motors	1693/F2614	FLOC DRIVE #1 LOWER GEAR BOX REI	07/02/2009	5,686.20		
Total 2247					5,686.20	.00	
2272	Fisher Scientific	3914227	LAB SUPPLIES/HYDRO/WATER	07/20/2009	40.83		
Total 2272					40.83	.00	
2491	Western Colorado Truck Center	25527	REPAIR/043-tfn	07/01/2009	307.63		
		25752	low coolant	08/05/2009	184.58		
		86682A	RETURN PARTS	02/09/2009	266.50		
Total 2491					225.71	.00	
2497	Techdepot/Solution 4Sure	190714179V2	TONER CARTRIDGE & drum	07/22/2009	71.96		
Total 2497					71.96	.00	
2573	Mountain West Office Products	2308518I	LABELER, POUCH, TAB	07/22/2009	29.59		
		230861I	OFFICE SUPPLIES	07/30/2009	198.10		
		230893	STAMP	07/30/2009	14.45		
		231214I	BINDER	08/07/2009	29.53		
		231257I	PAPER	08/10/2009	27.59		
Total 2573					299.26	.00	
2715	Oriental Trading Company, Inc	33003662-01	REC PROGRAM SUPPLIES	07/27/2009	79.42		
Total 2715					79.42	.00	
2824	Aflac	671544ER	SERVICE FEE	07/15/2009	135.00		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 2824					135.00	.00	
2829	Mr T's Hardware & Bldg Supply	048273	3-1/2 BRT /MIOX BUILDING	05/12/2009	55.59		
		048988	DIGGING BAR	05/27/2009	91.40		
		049019	SHOVEL, RAKE GLOVES, 2X4S	05/27/2009	82.95		
		16876	FRAMING NAILER	07/01/2009	40.00		
Total 2829					269.94	.00	
2835	L.L. Johnson Distributing Co	1525234-00	CAP-RESERVOIR	07/29/2009	20.24		
Total 2835					20.24	.00	
2846	Colo Mtn News Media	3656201	REC ROUND UP	07/02/2009	129.90		
		3685310	GPI ORD #19	07/31/2009	16.70		
		3694516	REC ROUND UP	07/09/2009	129.90		
		3695669	RIFLE GATEWAY PROJECT	07/16/2009	158.62		
		3719726	REC ROUND UP	07/16/2009	129.90		
		3740133	PLAZA LIQ LIC	07/31/2009	13.66		
		3752891	GPI ORD 20 & 21	07/31/2009	33.40		
		3753037	REC ROUND UP	07/23/2009	129.90		
		3767828	REC ROUND UP	07/30/2009	129.90		
Total 2846					871.88	.00	
2913	Soak-N-Wet	4237	SPRINKLER MAINTENANCE/DDA	07/07/2009	88.50		
Total 2913					88.50	.00	
2940	Face-n-space Silkscreening	3039	SHIRTS	07/28/2009	290.88		
Total 2940					290.88	.00	
3083	ALSCO	LGRA722685	work shirts and pants	07/28/2009	21.89		
		LGRA725893	LAUNDRY BAG, TOWELS & APRON	08/04/2009	33.71		
		LGRA725898	work shirts and pants	08/04/2009	23.20		
Total 3083					78.80	.00	
3156	Superwash Of Rifle	008 08/04/09	CAR WASH	08/04/2009	29.03		
Total 3156					29.03	.00	
3347	V.i.p. Services	25179	TRASH PICKUP/DDA	08/01/2009	140.00		
Total 3347					140.00	.00	
3389	Sandy's Office Supply Inc	808696	office supplies	07/30/2009	85.10		
Total 3389					85.10	.00	
3446	Staples Business Advantage	8012975197	NAMEPLATE	07/11/2009	13.43		
		8013028304	INK CARTRIDGE	07/18/2009	208.06		
Total 3446					221.49	.00	
3692	Miox Corporation	55622	MIOX Equip Chlorin Sys BCWTP	06/02/2009	4,467.00		
		55822	MIOX Equip Chlorin Sys BCWTP	06/30/2009	42,221.56		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
		55994	MIOX Equip Chlorin Sys BCWTP	08/04/2009	2,394.00	-	
Total 3692					44,294.56	.00	
3771	Waste Management Inc	33482-1185-0	Recycling	08/01/2009	986.00		
		35852-0576-2	Recycling	08/01/2009	1,916.13		
		35853-0576-0	Recycling	08/01/2009	1,743.34		
		35854-0576-8	Recycling	08/01/2009	495.75		
Total 3771					5,141.22	.00	
3780	Concrete Equipment	097636	6' GRINDING CUP WHEEL, GROUT	07/17/2009	52.26		
		097955	STEEL STAKES	07/24/2009	251.90		
		098064	STEEL STAKES	07/28/2009	253.15		
		098086	CONCRETE PATCH	07/28/2009	93.35		
		098157	KNEE PAD, UTILITY BRUSH	07/29/2009	55.81		
Total 3780					706.47	.00	
3790	C & S WELDING	2335	FAB DRAIN COVER	08/10/2009	330.00		
Total 3790					330.00	.00	
3827	Morton Salt	138958	Morton White Course Solar Salt	06/29/2009	2,406.65		
Total 3827					2,406.65	.00	
3847	Drive Train Industries Inc	04 512289	FILTERS/FLEET	07/28/2009	308.64		
Total 3847					308.64	.00	
3972	Hier, John	08132009	TRAVEL EXPENSE/CITY MANAGER	08/13/2009	200.00		
Total 3972					200.00	.00	
4037	Infilco Degremont Inc	20943	Carriage motor	07/10/2009	205.23		
Total 4037					205.23	.00	
4055	UPS/United Parcel Service	JY2097W309	SHIPPING CHARGES SHIPPING CHARGES	07/25/2009	5.20 20.29		
Total 4055					25.49	.00	
4098	Heuton Tire Co	70913	KELLY A/P	07/31/2009	1,280.00		
Total 4098					1,280.00	.00	
4141	True Brew Coffee Service	120366	COFFEE	07/09/2009	31.30		
Total 4141					31.30	.00	
4207	Radio Shack	10117076	10' cable	08/04/2009	92.98		
		10117110	Lamps	08/05/2009	1.79		
Total 4207					94.77	.00	
4339	Design Concepts	20815.00	PO #74 /CONST DOCS/CENTENNIAL PA	08/05/2009	6,073.28		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 4339					6,073.28	.00	
4345	Helen Artist-Rogers/HR Design	08132009	DDA MANagements 2009	08/13/2009	1,985.00		
Total 4345					1,985.00	.00	
4463	United States Plastic Corp	2410141	ELBOW SKIRT/ BEAVER MIOX SHED	07/17/2009	47.00		
Total 4463					47.00	.00	
4590	Colorado Poolscapes Inc	90301	SODA ASH	07/14/2009	34.16		
		97835	CHLORINE & BROMINE TABLETS/POOL	07/15/2009	1,343.20		
Total 4590					1,377.36	.00	
4674	PBS&J	1050930	Rifle Arterial Engineering and Streetscape	07/27/2009	48,810.86		
Total 4674					48,810.86	.00	
4775	Hd Supply Waterworks	28047	5TH STREET CURB & GUTTER	07/23/2009	290.00		
		9036161	MANHOLE BASE	07/24/2009	1,415.00		
Total 4775					1,705.00	.00	
4795	Jim's Critter Cutter	8450	CORE DRILL	07/08/2009	360.00		
Total 4795					360.00	.00	
4926	Ge Capital	52348478	SHARP COPIERS/ FINANCE SHARP COPIERS/ PD	07/19/2009	216.47 359.22		
Total 4926					575.69	.00	
4969	Stout's Electric Motor Service	35457	po# 34109/ reconditioned motor	07/08/2009	154.26		
Total 4969					154.26	.00	
4989	Mr Power S/Sandor Drucker	97	SIDEWALK CLEANING/DDA	08/01/2009	1,750.00		
Total 4989					1,750.00	.00	
4999	Master Automotive Inc	10677	BASIC ALIGNMENT	07/28/2009	65.00		
Total 4999					65.00	.00	
5023	CASELLE INC	31949	CONTRACT SUPPORT/FINANCE	08/01/2009	2,850.00		
Total 5023					2,850.00	.00	
5034	WELLS FARGO BANK NA	07302009	correction to amount	07/30/2009	.50		
Total 5034					.50	.00	
5078	BSN SPORTS COLLEGIATE PACIF	93182568	THUNDER USSSA STADIUM COMP	07/13/2009	180.97		
Total 5078					180.97	.00	
5157	CREATIVE AUTO RECYCLERS & F	15297	FRIDGE EVACUATION	07/01/2009	10.00		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 5157					10.00	.00	
5181	FRED'S HARDWARE	5620/2	jaw lock plier	03/17/2009	15.99		
		7414/2	batteries	07/09/2009	34.68		
		7430/2	PostHOLE DIGGER	07/09/2009	43.48		
		7444/2	batteries	07/10/2009	10.38		
		7515/2	Parts brush	07/15/2009	12.78		
		7545/2	Wasp trap	07/14/2009	8.98		
		7566/2	Post	07/15/2009	69.39		
		7640/2	Flexogen hose	07/20/2009	209.97		
		7720/2	PVC BUSHING	07/22/2009	1.28		
		7760/2	FASTNER MISC	07/24/2009	3.64		
		7772/2	Solenoid	07/25/2009	19.32		
		7786/2	Power strip	07/26/2009	13.99		
		7790/2	jaw lock plier	07/27/2009	15.99		
		7794/2	Circular blade 10in	07/27/2009	34.99		
		7846/2	FASTNER MISC	07/30/2009	18.23		
		7929/2	STOP RUST 12OZ	08/04/2009	15.42		
		7938/2	Cart fuse	08/04/2009	45.30		
		7972/2	FASTNER MISC	08/06/2009	3.09		
Total 5181					576.90	.00	
5191	STANEK CONSTRUCTORS, INC.	PAY APP 20	CONSTRUCTION OF WW RECLAMATIO	07/25/2009	713,101.80		
Total 5191					713,101.80	.00	
5192	PECZUH PRINTING COMPANY	97109	window envelopes, envelopes	07/31/2009	387.54		
Total 5192					387.54	.00	
5198	USA MOBILITY WIRELESS, INC.	S0381004H	PAGERS/O&M	08/01/2009	29.70		
Total 5198					29.70	.00	
5426	Sonny Conley	07312009	employee assistance program	07/31/2009	112.50		
Total 5426					112.50	.00	
5477	WESTERN FOOD BANK OF THE R	07312009	SENIOR CENTER/PROGRAM # A0226-1	07/31/2009	142.50		
Total 5477					142.50	.00	
5503	JAY-MAX SALES	180729	Mini light bulb	07/20/2009	17.00		
		181163	CABLE TIE	07/23/2009	12.00		
Total 5503					29.00	.00	
5540	BOBCAT OF THE ROCKIES	12029001	FILTERS	07/28/2009	242.93		
Total 5540					242.93	.00	
5545	White Construction Group	PAY APP 10	Park Maintenance Facility Construction	07/30/2009	1,181,293.01		
Total 5545					1,181,293.01	.00	
5600	BIG IRON TIRE SERVICE LLC	7547	SERVICE CALL/ 0971	07/28/2009	127.50		
		7551	KAWASAKI LOADER	07/29/2009	238.50		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
		7554	PORTAL TO PORTAL	07/30/2009	167.50		
Total 5600					533.50	.00	
5613	SunEdison, LLC	70908001578	PUMP STATION #1	08/03/2009	5,910.08		
		80908801577	SOLAR SERVICES	08/05/2009	11,641.56		
Total 5613					17,551.64	.00	
5677	Sanborn Mapping Company		Aerial Imagery Acquisition and Survey Cor	07/24/2009	18,598.00		
Total 5677					18,598.00	.00	
5680	Malcolm Pirnie, Inc.	100099172	Design - Rifle Wtr Plant	08/11/2009	47,820.00		
			PILOT TESTING FOR WATER PURIFICA		17,446.00		
Total 5680					65,266.00	.00	
5681	DAGO UNDERGROUND, INC	00003604	REPLACED VALVE	07/22/2009	780.00		
Total 5681					780.00	.00	
5684	SOUTHERN SOURCE INDUSTRIES	SO21014-01	DISINFECTANT CLEANER	07/01/2009	1,530.75		
Total 5684					1,530.75	.00	
5748	CTL THOMPSON	296467	material testing for 2009	07/28/2009	310.00		
Total 5748					310.00	.00	
5752	Accutest Mountain States	D6-1912	alkalinity, organic carbon/water testing	07/10/2009	113.00		
Total 5752					113.00	.00	
5789	GARFIELD CO LIBRARIES CAPITA	09-001	50% OF ARHITECT FEES FOR PARKINC	07/07/2009	22,125.00		
Total 5789					22,125.00	.00	
5790	BARSNESS LAW FIRM	08072009	DEFENSE ATTORNEY	08/07/2009	377.07		
Total 5790					377.07	.00	

Total Paid:  
 Total Unpaid: 2,327,431.51  
 Grand Total: 2,327,431.51

Dated: 8/13/09

City Finance Director: Chas Kelly

Prepaid check run 7/30/09

Per	Date	Check No	Vendor No	Payee	Invoice No	Seq	GL Acct No	Discnts Taken	Seq Amount
07/09	07/31/2009	43797	4240	Platinum Plus For Business	BRIEDIS 07/0	1	210-4521-400-641		593.79
07/09	07/31/2009	43798	4240	Platinum Plus For Business	LAMBERT 07/	1	100-4111-400-580		40.13
07/09	07/31/2009	43799	4240	Platinum Plus For Business	STEWART 07	1	100-4210-400-580		154.57
07/09	07/31/2009	43800	4240	Platinum Plus For Business	STURGEON (	1	100-4317-400-580		15.35
07/09	07/31/2009	43801	4240	Platinum Plus For Business	TYLER 07/09	1	100-4210-400-580		395.36
07/09	07/31/2009	43802	4240	Platinum Plus For Business	MEISNER 07/	1	100-4153-400-314		161.94
07/09	07/31/2009	43803	4240	Platinum Plus For Business	NELSON 07/0	1	100-4153-400-314		195.75
07/09	07/31/2009	43804	4240	Platinum Plus For Business	HIER 07/09	1	100-4153-400-314		263.88
07/09	07/31/2009	43805	4240	Platinum Plus For Business	BRAATEN 07/	1	100-4135-400-580		400.21
					BRAATEN 07/	2	100-4135-400-580		81.01
Total 43805									481.22
07/09	07/31/2009	43806	4240	Platinum Plus For Business	BRONAUGH (	1	100-4111-400-580		192.55
					BRONAUGH (	2	204-4650-400-580		130.45
					BRONAUGH (	3	100-4132-400-580		22.95
					BRONAUGH (	4	204-4650-400-580		85.50
Total 43806									431.45
07/09	07/31/2009	43807	4240	Platinum Plus For Business	SIMS 07/09	1	100-4132-400-340		8.54
07/09	07/31/2009	43808	4240	Platinum Plus For Business	KEHOE 07/09	1	100-4192-400-641		1,681.26
07/09	07/31/2009	43809	4240	Platinum Plus For Business	RYAN 07/09	1	100-4210-400-580		270.17
07/09	07/31/2009	43810	4240	Platinum Plus For Business	HAMILTON 07	1	100-4317-400-580		28.65
07/09	07/31/2009	43811	4240	Platinum Plus For Business	BOULTON 07	1	100-4153-400-314		131.00
07/09	07/31/2009	43812	4240	Platinum Plus For Business	KUPER 07/09	1	100-4210-400-580		884.47
07/09	07/31/2009	43813	4240	Platinum Plus For Business	FITZSIMMON.	1	310-4331-400-580		8.08
08/09	08/03/2009	43814	5780	BERTOLINE, BRIAN	07282009	1	100-4800-400-801		73.00
08/09	08/03/2009	43815	5218	Braaten, Mike	03022009	1	100-4135-400-580		10.99
08/09	08/03/2009	43816	5134	CHICK, ELMER	07272009	1	210-4521-400-610		42.95
08/09	08/03/2009	43817	4483	Cooper Roger	08032009	1	100-4310-400-617		80.73
08/09	08/03/2009	43818	5779	Fitzsimmons, Kristin	07302009	1	310-4331-400-580		62.70
08/09	08/03/2009	43819	5781	Goodwin, Laura	2000471.002	1	210-3000-347-001		32.00
08/09	08/03/2009	43820	4345	Helen Artist-Rogers/HR Design	07282009	1	205-4651-400-430		89.20
08/09	08/03/2009	43821	3015	Kroger/King Sooper Cust Charge	008383	1	100-4514-400-630		114.87
					051214	1	100-4514-400-630		17.76
					060352	1	100-4514-400-630		30.81
					085176	1	100-4514-400-630		21.02
					099221	1	100-4514-400-630		118.13
					131307	1	100-4514-400-630		17.97
Total 43821									320.56
08/09	08/03/2009	43822	3157	Nelson Wanda	07232009	1	100-4114-400-580		25.00
08/09	08/03/2009	43823	2830	Qwest	1030853062	1	100-4114-400-530		16.86
					1030853062	2	100-4121-400-530		22.49
					1030853062	3	100-4132-400-530		28.11
					1030853062	4	100-4151-400-530		56.22
					1030853062	5	100-4191-400-530		56.22
					1030853062	6	100-4199-400-530		11.24
					1030853062	7	100-4240-400-530		44.97
					1030853062	8	100-4317-400-530		44.97
					1030853062	9	210-4512-400-530		67.46
					1030853062	10	100-4210-400-530		191.14
					1030853062	11	310-4331-400-530		5.62
					1030853062	12	320-4325-400-530		5.62
					1030853062	13	210-4521-400-530		22.49

Per	Date	Check No	Vendor No	Payee	Invoice No	Seq	GL Acct No	Discnts Taken	Seq Amount
					1030853062	14	100-4192-400-530		11.24
Total 43823									584.65
08/09	08/03/2009	43824	5371	SADLER, WILLIE	07272009	1	320-4325-400-580		14.21
08/09	08/03/2009	43825	2960	Walmart Community	0007876 09	1	310-4331-400-610		26.28
					007431 09	1	610-4196-400-610		29.64
					017445	1	100-4414-400-610		59.32
					019469	1	100-4210-400-610		39.00
					022179	1	210-4521-400-610		29.00
					026051	1	100-4414-400-610		98.06
					028850	1	100-4514-400-610		13.00
Total 43825									294.30
08/09	08/03/2009	43826	1120	Xcel Energy Inc	202834647	1	100-4310-400-410		11,607.23
07/09	07/30/2009	730090061	5034	WELLS FARGO BANK NA	07302009	1	320-4326-400-870		326,892.00 M
					07302009	2	320-4326-400-871		337,748.33
Total 730090061									664,640.33
07/09	07/30/2009	730090062	4838	Sun Trust Bank Corportation	07302009	1	310-4331-400-871		7,218.78 M
					07302009	2	310-4331-400-870		19,035.67
Total 730090062									26,254.45
7/09	07/30/2009	730090063	3858	Wells Fargo Bank Mn Na	07302009	1	310-4331-400-871		3,881.67 M
					07302009	2	310-4331-400-870		5,416.67
Total 730090063									9,298.34
07/09	07/30/2009	730090064	1114	Wells Fargo Bank West	07302009	1	310-4331-400-870		6,250.00 M
					07302009	2	310-4331-400-871		2,456.48
Total 730090064									8,706.48
Totals:									727,882.73

Dated: 8/3/09

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

Finance Director: Charo Kelly

*Prepaid check Run 8/7/09*

City of Rifle

Check Register GL Detail Report - Finance Director Sign

Page: 1

GL Posting Period(s): 08/09 - 08/09

Aug 07, 2009 03:28pm

Check issue Date(s): 08/07/2009 - 08/07/2009

Per	Date	Check No	Vendor No	Payee	Invoice No	Seq	GL Acct No	Discnts Taken	Seq Amount
08/09	08/07/2009	43960	5785	COLO ASSOC OF PERMIT TECH	07302009	1	100-4240-400-510		25.00
08/09	08/07/2009	43961		Information Only Check	.00		210-201-000		V
** Check Number 43961 from Bank 1 has both Voided and Unvoided sequences for this Vendor.									
08/09	08/07/2009	43961	4499	Colo Youth Soccer Assoc	08062009	1	210-4512-400-501		229.00
** Check Number 43961 from Bank 1 has both Voided and Unvoided sequences for this Vendor.									
08/09	08/07/2009	43962	5784	COLORADO KIDS	080509	1	210-4512-400-580		352.65
08/09	08/07/2009	43963	5783	Curry, Craig	08032009	1	210-4512-400-501		400.00
08/09	08/07/2009	43964	5202	ELDERADO SIGN & NEON	SIGN 2009-10	1	100-204-000		80.00
					SIGN 2009-9	1	100-204-000		80.00
Total 43964									160.00
08/09	08/07/2009	43965	5786	Eurobungy Colorado, Inc.	6	1	100-4111-400-801		1,525.00
08/09	08/07/2009	43966	1074	Garfield County Clerk	08032009	1	100-4151-400-610		6.00
08/09	08/07/2009	43967	4345	Helen Artist-Rogers/HR Design	08032009	1	205-4651-400-580		116.71
08/09	08/07/2009	43968	3707	Interstate Battery System Inc	20416280	1	100-4210-400-610		172.98
08/09	08/07/2009	43969	3015	Kroger/King Sooper Cust Charge	066104	1	210-4512-400-610		21.96
08/09	08/07/2009	43970	1833	P & K's Auto Body	SIGN 2008-29	1	100-204-000		80.00
08/09	08/07/2009	43971	5402	Paine, Don	08032009	1	210-4512-400-501		400.00
08/09	08/07/2009	43972	5747	PAULINE S SCHNEEGAS WILDLIFE	07292009	1	210-4512-400-501		120.00
08/09	08/07/2009	43973	2830	Qwest	625-0309 07/C	1	210-4522-400-530		52.65
					625-1060 07/C	1	310-4331-400-530		81.25
					625-1877 07/C	1	100-4514-400-530		44.48
					625-2271 07/C	1	100-4191-400-530		23.29
					625-2271 07/C	2	100-4240-400-530		23.28
					625-2841 07/C	1	310-4331-400-530		49.67
					625-3185 07/C	1	210-4513-400-530		48.42
					625-3712 07/C	1	100-4210-400-530		60.14
					625-3724 07/C	1	310-4331-400-530		53.57
					625-3798 07/C	1	210-4521-400-530		51.12
					625-3957 07/C	1	100-4310-400-530		53.06
					625-4622 07/C	1	320-4325-400-530		62.80
					625-4960 07/C	1	100-4210-400-530		99.84
					625-7330 07/C	1	100-4114-400-530		10.96
					625-7330 07/C	2	100-4121-400-530		14.61
					625-7330 07/C	3	100-4132-400-530		18.26
					625-7330 07/C	4	100-4151-400-530		36.54
					625-7330 07/C	5	100-4191-400-530		36.53
					625-7330 07/C	6	100-4199-400-530		7.31
					625-7330 07/C	7	100-4210-400-530		29.22
					625-7330 07/C	8	100-4317-400-530		29.22
					625-7330 07/C	9	210-4512-400-530		43.84
					625-7330 07/C	10	100-4210-400-530		124.20
					625-7330 07/C	11	310-4331-400-530		3.65
					625-7330 07/C	12	320-4325-400-530		3.65
					625-7330 07/C	13	210-4521-400-530		14.61
					625-7330 07/C	14	100-4192-400-530		7.31
					625-8808 07/C	1	100-4414-400-530		99.42
					625-8929 07/C	1	210-4521-400-530		89.76
					625-9179 07/C	1	100-4151-400-530		87.00
Total 43973									1,359.66
08/09	08/07/2009	43974	2830	Qwest	1033191914	1	100-4151-400-530		132.71
3/09	08/07/2009	43975	2397	Rifle Creek Golf Course	06192009	1	210-4512-400-501		1,260.00
08/09	08/07/2009	43976	5782	Smith, Connie	08032009	1	210-4512-400-501		400.00
08/09	08/07/2009	43977	5211	STAPLES	3136470761	1	100-4210-400-610		245.38

M = Manual Check, V = Void Check

Per	Date	Check No	Vendor No	Payee	Invoice No	Seq	GL Acct No	Discnts Taken	Seq Amount
					9195674126	1	100-4240-400-641		17.97
Total 43977									263.35
08/09	08/07/2009	43978	5760	TOO YOUNG TO KNOW	080302009	1	210-4512-400-501		400.00
08/09	08/07/2009	43979	1152	Us Postmaster--Rifle	080509	1	100-4114-400-340		1,175.13
08/09	08/07/2009	43980	3260	Wagner, Lori	2000475.002	1	210-3000-347-001		120.00
08/09	08/07/2009	43981	2960	Walmart Community	009102	1	210-4512-400-610		49.47
					030010	1	210-4512-400-610		103.25
					031299	1	100-4199-400-610		278.00
					031299 CR	1	100-4199-400-610		278.00
					07/31/09	1	100-4199-400-610		8.67
Total 43981									161.39
08/09	08/07/2009	43982	4478	Western Slope State League	08062009	1	210-4512-400-501		150.00
08/09	08/07/2009	43983		Information Only Check	.00		210-201-000		V
08/09	08/07/2009	43984	1120	Xcel Energy Inc	203708737	1	210-4513-400-410		1,217.94
					203708737	2	210-4513-400-410		58.29
					203708737	3	210-4513-400-410		3,370.80
					203708737	4	310-4331-400-410		21.63
					203708737	5	310-4331-400-410		37.15
					203708737	6	310-4331-400-410		3,309.67
					203708737	7	320-4325-400-410		2,376.59
					203708737	8	310-4331-400-410		1,805.20
					203708737	9	100-4310-400-410		9.29
					203708737	10	100-4422-400-410		68.44
					203708737	11	320-4325-400-410		4,651.65
					203708737	12	210-4521-400-410		296.85
					203708737	13	100-4310-400-410		21.21
					203708737	14	210-4521-400-410		12.39
					203708737	15	100-4310-400-410		27.75
					203708737	16	100-4422-400-410		165.16
					203708737	17	310-4331-400-410		67.44
					203708737	18	210-4521-400-410		1,758.59
					203708737	19	210-4521-400-410		841.07
					203708737	20	310-4331-400-410		9.71
					203708737	21	320-4325-400-410		437.55
					203708737	22	100-4310-400-410		34.13
					203708737	23	210-4521-400-410		66.19
					203708737	24	210-4521-400-410		33.40
					203708737	25	100-4414-400-410		127.77
					203708737	26	210-4521-400-410		16.95
					203708737	27	100-4310-400-410		9.03
					203708737	28	310-4331-400-410		306.47
					203708737	29	210-4513-400-410		68.37
					203708737	30	100-4194-400-410		2,138.15
					203708737	31	210-4521-400-410		12.65
					203708737	32	100-4310-400-410		9.29
					203708737	33	100-4310-400-410		44.98
					203708737	34	210-4521-400-410		357.96
					203708737	35	310-4331-400-410		29.62
					203708737	36	210-4521-400-410		35.37
					203708737	37	100-4514-400-410		723.86
					203708737	38	210-4521-400-410		625.45
					203708737	39	100-4310-400-410		26.11
					203708737	40	100-4310-400-410		1,665.73

Per	Date	Check No	Vendor No	Payee	Invoice No	Seq	GL Acct No	Discnts Taken	Seq Amount
					203708737	41	210-4521-400-410		2,170.57
					203708737	42	310-4331-400-410		10.86
					203708737	43	100-4310-400-410		404.95
					203708737	44	320-4325-400-410		9.41
					203708737	45	100-4215-400-410		1,666.40
					203708737	46	100-4310-400-410		157.96
					203708737	47	210-4521-400-410		109.44
					203708737	48	100-4310-400-410		108.23
					205021596	1	310-4331-400-410		10.60
		Total 43984							31,544.27
08/09	08/07/2009	43985	5787	ZENTMYER DRYWALL	13101.05	1	001-004-175		92.51
		Totals:							40,668.32

Errors were found. Please check the report carefully.

Dated: 8/7/09

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

Finance Director: Chad Kelly

**LEAVENWORTH & KARP, P.C.**  
**ATTORNEYS AT LAW**

---

*Est. 1980*

LOYAL E. LEAVENWORTH  
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KARL J. HANLON  
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to our Glenwood Springs Office)*

ANNA S. ITENBERG  
CASSIA R. FURMAN  
JENNIFER M. SMITH  
T. DAMIEN ZUMBRENNEN  
JEFFREY J. CONKLIN

August 13, 2009

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

Re: August 19, 2009 City Council Meeting

Dear Mayor Lambert and Members of the Rifle City Council:

The purpose of this letter is to briefly outline the discussion we will have at the August 19, 2009 Rifle City Council Meeting.

1. Ordinance Nos. 23 and 24, Series of 2009 (Whiteriver Plaza PUD Zoning and Subdivision). The City has been processing the various stages of an application for a mixed use building to be developed at the southwest corner of Whiteriver Avenue and 16<sup>th</sup> Street to be known as Whiteriver Plaza. It will contain approximately 13,195 square feet of retail/office space on the first floor and sixteen (16) two-bedroom and six (6) one-bedroom residential units on the second and third floors, all of which may be condominiumized. Because the City's current zone districts do not contemplate such a development, the Developer has requested a rezoning of the Property to Commercial Services Planned Unit Development. Ordinance No. 23, Series of 2009 rezones the Property CS PUD and staff has required the Developer to compile a PUD Guidebook for the Property setting forth the specific PUD requirements that have been developed through the review process. Ordinance No. 24, Series of 2009 approves the subdivision of the Property into condominium units after the building is constructed and the condominium plat can be administratively approved at that time. Both Ordinances have been amended since first reading as you can see in the red-line version of the documents to correct some specific details of the Project and the ownership entity. In addition, some non-substantive changes have been made to the SIA. The Planning Department's staff report will provide you with additional details of the project.

We recommend approval of Ordinance Nos. 23 and 24, Series of 2009, as amended, on second reading.

2. Ordinance No. 25, Series of 2009 (Solar Tax Rebate Program). Based on the success of other Colorado communities in adopting renewable energy development incentives and interest from citizens, staff has introduced a proposed Solar Tax Rebate Program for photovoltaic and solar thermal system installations. In considering such a program, the City seeks to promote the

Mayor Lambert  
Rifle City Council  
Page 2  
August 13, 2009

deployment of clean, renewable energy and stimulate economic development by encouraging residents to spend their energy money locally. Ordinance No. 25, Series of 2009 before you on second reading would implement a rebate program outlined in a new Section 4-2-50 of the Rifle Municipal Code and more specifically described in rules and regulations adopted as part of the Ordinance. Sales and use tax rebates up to \$3,000 will be offered for purchase of professionally installed photovoltaic and solar thermal systems, the components of which will be defined in accordance with state statute at Section 4-2-30 the Code. The City will rebate to applying taxpayers a portion of City sales and use taxes paid under Chapter 4 for Photovoltaic and Thermal Systems professionally installed on or after September 1, 2009. In addition to the new Section 4-2-50, Ordinance No. 25 adopts Rules and Regulations for the Solar Tax Rebate Program setting forth eligibility requirements for applicants. The Program will terminate on August 31, 2012 unless extended at that time by the City Council. Additional information on the Program will be provided in a staff report from Government Affairs Coordinator Mike Braaten.

We recommend approval of Ordinance No. 25, Series of 2009 on second reading.

3. Ordinance No. 26, Series of 2009 (431 East 1<sup>st</sup> Street Alley Vacation). The City received an application for a right-of-way vacation of a sixteen foot (16') alley behind 431 East 1<sup>st</sup> Street. The alley was platted in the early 1900s and is not developed or capable of being developed because of topography. The vacation is being requested by the owner of the adjacent lot because the house encroaches into the platted alley. There are no utilities in the "alley" and it is not needed for public access- nor will it ever be needed or capable of being used for utilities or access. Colorado statute provides the process for right-of-way vacations which Ordinance 26, Series of 2009 adheres to and makes the required findings for the vacation.

We recommend approval of Ordinance No.26, Series of 2009 on second reading.

4. Ordinance Nos. 27 and 28, Series of 2009 (Library District Site Lease and IGA and Vacation of East 2<sup>nd</sup> Street Between Railroad Avenue and East Avenue). As you are aware, the City and the Garfield County Public Library District are cooperatively planning for the location of a new library and administration building in the northeast corner of property owned by the City and currently used as a parking lot for City Hall. Due to the risk that the Library District will lose optimum funding from the investor for the project in the event of a delay, we are presenting Ordinance Nos. 27 and 28, Series of 2009 as emergency measures for your consideration. Ordinance No. 27 authorizes execution of an intergovernmental agreement between the City and the Library District addressing construction of a new parking lot and preparation of common space to be used jointly by the City and the Library District, among other points. The Ordinance also approves a long-term Site Lease between the City and Library District for the land on which the library building will be constructed. Ordinance No. 28, Series of 2009 vacates a portion of East 2<sup>nd</sup> Street between Railroad Avenue and East Avenue to make construction of the library facilities possible. A separate memorandum from Lee Leavenworth describing various aspects of the Library District documents in greater detail is included in your packets.

**LEAVENWORTH & KARP, P.C.**

Mayor Lambert  
Rifle City Council  
Page 3  
August 13, 2009

We recommend approval of Ordinance Nos. 27 and 28, Series of 2009 as Emergency Ordinances.

5. Resolution No. 20, Series of 2009 (Rifle Creek Trail GOCO Grant). The City has applied for and received a grant in the amount of \$200,000 from Great Outdoors Colorado ("GOCO") to partially fund construction of a portion of the Rifle Creek Trail between 16<sup>th</sup> and 13<sup>th</sup> Streets, subject to the execution of a grant agreement by the City. Resolution No. 20, Series of 2009 authorizes execution of the grant agreement by John Hier and the expenditure of funds as necessary to meet the terms and obligations of the grant agreement and application. The Parks and Recreation Department will provide additional information on the project and grant application.

We recommend approval of Resolution No. 20, Series of 2009.

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

Very truly yours,  
LEAVENWORTH & KARP, P.C.

James S. Neu

Loyal E. Leavenworth

Enclosures



Date: August 11, 2009  
To: John Hier, City Manager  
From: Aleks Briedis, Recreation Director AB  
RE: Resolution Agreement with GOCO

We have received notification that the City was awarded a \$200,000 grant from Great Outdoors Colorado for construction of Rifle Creek Trail from 16<sup>th</sup> to 13<sup>th</sup>.

The trail segment will continue the trail from Metro Park to the south end of the City Market parking lot. The trail will follow the west side of Rifle Creek. We hope to do a few minor updates to the design and then put the project out to bid by the end of the year, with construction starting in spring 2010.

The project is included in the 2009 budget in the total amount of \$554,560. Of this \$200,000 is from the grant, \$260,000 is from the Colorado Trust Funds and \$92,000 is from the Parks & Recreation Fund.

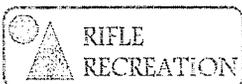
GOCO requires a resolution from City Council authorizing the execution of the contract. Legal has reviewed the contract and has prepared a resolution.

The contract is not included in the packet, to save paper, but is available at anytime by contacting me.

Staff recommends approval of the resolution.

Please contact me with any questions.

Thanks!



**CITY OF RIFLE, COLORADO  
RESOLUTION NO. 20  
SERIES OF 2009**

A RESOLUTION OF THE CITY OF RIFLE, COLORADO, SUPPORTING THE  
AGREEMENT BETWEEN THE CITY OF RIFLE AND THE STATE BOARD OF  
THE GREAT OUTDOORS COLORADO TRUST FUND REGARDING THE  
RIFLE CREEK TRAIL.

WHEREAS, the City of Rifle supports the completion of a trail adjacent to Rifle Creek ("Rifle Creek Trail") as a recreational amenity for its citizens; and

WHEREAS, the City has applied for and received a grant in the amount of \$200,000 from Great Outdoors Colorado ("GOCO") to partially fund construction of a portion of the Rifle Creek Trail between 16<sup>th</sup> and 13<sup>th</sup> Streets, subject to the execution of a grant agreement; and

WHEREAS, the City Council desires to authorize its Manager to execute the grant agreement 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 John Hier, Rifle City Manager, to sign the grant agreement with GOCO.
3. The City Council hereby authorizes the expenditure of funds as necessary to meet the terms and obligations of the grant agreement and application.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 19<sup>th</sup> day of August, 2009.

CITY OF RIFLE, COLORADO

By \_\_\_\_\_

Mayor

ATTEST:

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

*CITY OF RIFLE*

SUMMARY REPORT

CITY COUNCIL AND STAFF RETREAT  
At  
GATEWAY CANYONS

*May 1<sup>st</sup> and 2<sup>nd</sup>, 2009*

Suiter & Associates, LLC

## **INTRODUCTION**

On May 1<sup>st</sup> and 2<sup>nd</sup>, 2009, Rifle City Council members and key Staff met at the Gateway Canyons Resort to further refine the City's Strategic Plan and discuss the City's future.

All Councilmembers were in attendance. Staff was well represented with the City Manager, legal counsel, department heads, and key staff in attendance. The objectives for the retreat were agreed as follows:

- Review and celebrate accomplishments
- Review and update Vision, Mission, and Policy Goals
- Provide an update on the 2009 Budget
- Develop strategies for the current economy
- Discuss, review and reprioritize projects
- Celebrate, eat well and camaraderie

Gary provided a brief overview of the five steps of *strategic planning*:

- ☞ *Purpose – clarifies your beliefs and value systems*
- ☞ *Issues – shows differing perspectives; takes the most time*
- ☞ *Outcomes – visualize success and set your goals*
- ☞ *Resources – what we have and what we need to accomplish goals*
- ☞ *Timeline – provides context and brings goals closer to reality*

Mayor Lambert made some opening remarks regarding the importance of goal setting and strategic planning. Gary briefly reviewed the interview comments received from Council members and staff. He said that many of the comments reflected the recent economic downturn and the uncertainty associated with that. Many of these concerns are what drive the identified issues. He suggested the retreat theme as "adapting to the new economy".

Gary asked the group to review the issues identified in the packet and add any other issues that the group felt need to be discussed. Following are the additional listed issues:

- Staffing levels (utilities)
- Emergency preparedness

- Council/staff relations and communication
- Theater
- Broad discussion of economic development
- Library project impacts
- Health and wellness Center
- Acknowledgment of staff
- Chamber of Commerce
- Time for Council to speak alone
- Competitive gas prices
- Economic Development Council/Chamber/Advisory Boards
- Staff stress levels
- Water treatment plant

Each department then gave a brief report on their accomplishments for 2008. Matt also provided an update on the Comprehensive Plan. The group followed along using the annual report provided by the City Manager and staff in January of this year. The list of accomplishments was long and impressive.

Several rounds of applause acknowledged the achievement of these *many accomplishments* over the past year.

### ***VISION, MISSION, AND GOALS***

City Council and staff reviewed last year's Vision and, after discussion, decided to leave it intact.

The City Manager and Finance Director provided a budget update. There was discussion regarding the purpose and amount of reserves. These are policy issues to be decided by Council. The City Manager reported an approximate \$4 million General Fund reserve. Several cutback strategies were discussed including deferring capital projects and other possible budgetary cuts.

Nearly everyone in the room expressed an opinion as to how long the recession will last. In general, the timeframes for recovery ranged from late 2009 to 2011.

It was decided that staff will meet and make recommendations to the City Council within the next 30 days. It was acknowledged that *2010 will be a tough budget year.*

Other observations included that there has been double-digit growth for last several years. The City needs to be situating itself for a sustainable budget in the future. There will also be *financial needs in the Street Fund.*

### *City of Rifle Vision Statement*

*Rifle in 2025 is a community that:*

- 1. Has preserved its small town values and cohesive sense of community;*
- 2. Has a sustainable and growing economic base that offers ample employment and business opportunities;*
- 3. Is well-planned, environmentally responsible, and comprised of diverse neighborhoods that are safe, secure, and have convenient access to services and amenities;*
- 4. Offers a premier and integrated system of recreational, educational, and cultural activities for all ages and income levels;*
- 5. Is the regional center of commerce and culture; and*

*6. Has achieved a high level of resource efficiency and sustainability.*

*City of Rifle Mission Statement  
2008-09*

*Our mission is to create and sustain an environment that:*

- *enhances our sense of community*
- *promotes economic vitality*
- *preserves our natural assets*
- *promotes cultural, educational, and recreational opportunities*
- *and provides quality customer service*

*for the benefit of Rifle's citizens.*

---

A discussion followed regarding the Goals. It was suggested to *eliminate the numbers from the goals*, so as not to indicate any priority. The group agreed.

The group discussed each goal and the City's success in meeting the goal over the last year. A letter grade was assigned to each goal.

Former Goal No. 1: It was suggested that there be more assertiveness and involvement from the City with regard to economic development. It was noted that this goal is difficult to evaluate in one year. It seems to be hit or miss. *Grade: C+*

Former Goal No. 2: Managing land-use, infrastructure, natural resources, etc. – excellent job in 2008. *Grade: A*

Former Goal No. 3: Recreational and cultural activities and facilities – an excellent job was done in 2008. *Grade: A* (includes seniors programs, etc.)

Former Goal No. 4: Public safety and health – completed the criminal justice facility. *Grade: A+*

Former Goal No. 5: Influencing external forces – the group agreed that expectations were exceeded in 2008. *Grade: Exceeds Expectations*

Jen suggested possible modifications to the Goals, following the presentation on the Energy Village.

Questions and observations emerged from the group:

- Are the goals too growth-oriented?
- Should the goals be drafted with an eye toward existing residents? Perhaps we take what we have and make it better?
- The goals should reflect a "hunkering down".
- How do we know when a goal is achieved? What are the criteria?

For the morning session, Gary encouraged the group to think about the verbs and adjectives in the Goals and what they mean and then follow up with discussion in the morning session. Make sure the Goals merge with the Mission Statement.

## *City of Rifle* *2009-2010 Goals*

➤ *Develop and strengthen a diverse economic base.*

- *Effectively manage land uses, infrastructure, mobility, development, natural resources, and protect the city's natural environment.*
- *Strengthen recreational and cultural facilities and activities for all ages and income levels.*
- *Promote and enhance public safety and health.*
- *Influence external forces that affect the City.*

### **Saturday Session**

The presentation was made regarding the Energy Village. The City is viewed as a leader and facilitator for this effort and people are "buying in". Following are some additional ideas:

- We need to be careful not to overregulate regarding resource efficiency. Consider our permitting process and streamlining some aspects of it.
- Don't "require" but "encourage" and provide incentives
- Consider a use tax rebate

- Use local resources - a lot can be done for a little \$\$
- The Energy Village aligns with the City's Goals
- Use in-house personnel
- The concept is sound
- It was suggested to strengthen the verbs and adjectives in the Energy Village document
- The City should "lead by example"

Following discussion it was agreed by the group to modify former Goal No. 3 by changing the word "offer" to "strengthen". No other changes were made to the Goals. The group agreed to add "Implement Energy Village Plan" to the Action Steps under Former Goal Nos. 1 and 2.

### **Other Issues**

Tom wanted to acknowledge the "foot soldiers" on staff and all of the work, dedication and commitment provided by them. It's not just about the people in the room but the entire team. The group agreed.

\*\*\*

There was discussion regarding Council/Staff relations. Following are some of the observations and comments:

- ✍ The communication between Council and staff is generally good (two-way)
- ✍ Some smaller things slip through the cracks
- ✍ There is a new and different kind of stress. The "unknown"
- ✍ The public is stressed-out as well
- ✍ Parks and Recreation maintenance is facing more facilities, more workload and with no increase in resources
- ✍ Not being able to plan is a stressor.

A future policy issue to discuss would be a *possible sales tax increase for the Street Fund*.

\*\*\*

A discussion ensued regarding the Economic Development Corp. They seem to be moving forward on an independent basis. It may be beneficial to clarify their role, purpose, and direction. It would also be helpful to clarify the City's obligation.

The City needs to focus on a true economic development concept. We need to proactively find and attract businesses to locate in the City of Rifle. Staff needs to do the leg work.

The Health and Wellness center may also be used as a tool. We need a realistic financing plan for the Health and Wellness Center.

The City could proceed as follows:

1. Bear responsibility. Provide the Board with a copy of the City's Vision, Mission, and Goals.
2. State Council's expectations of the EDC.
3. Clarify roles. Consider stimulating some energy and vitality in the downtown area. Consider quality of life factor.
4. The EDC should remove the logo from the City's materials and collateral.
5. Need to clarify budgetary expectations. Make sure they understand where Council is coming from.
6. Advise them that the City will identify prospects and recruit for new business, while keeping the EDC "in the loop".

Bear in mind that the City maintains ultimate control over the Health and Wellness Center Project. The "ball is in our court".

A simpler strategy might be:

- ✍ Listen to what they have to say (the EDC Board).
- ✍ Provide a copy of the city's Vision, Mission and Goal statements.
- ✍ Advise them of what the City is doing and leave it at that.

Theater – There is one year left on a contract so the sense of urgency on this matter is not as great.

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Emergency Preparedness – a report from Police Chief Daryl Meisner indicated the need for more advanced emergency preparedness. He said the City is still in an infancy stage with regard to emergency preparedness. The Police Department is continuing with its planning and training. This effort will require some time.

Discussion turned to safety at City Hall. There was general agreement that the City could take a more proactive stance with regard to safety measures at City Hall. It was suggested to *use the opportunity of the new library construction project to incorporate higher levels of safety measures at City Hall*. Daryl reminded the group about SCAN.... see, contact, ask, notify.

### **Projects Update**

Wanda reported on the upcoming elections. Kim reported that the court will now be taking two days per month for large court dockets.

The Police Department talked about crime, having an emergency operations plan (which would address City Hall security) and reevaluating the Police Department functions in order to make it more efficient.

Public Works reported the need for a Public Works Manual. The City should also evaluate privatizing solid waste service.

- ☞ Need a storm drain master-plan
- ☞ Need uniform radios and equipment
- ☞ Pave Service Center Road
- ☞ Reevaluate department staffing levels
- ☞ Emergency training

The Parks Department reported on the Cemetery Project and planning/expansion; *the Council was advised that the Parks building will cost more than \$3 million*; working with the Farm on the new school; Deerfield Park completion; City Hall remodel/IT; maintain the roundabouts.

Planning is working on completing the Comprehensive Plan; the 2009 IBC; developing Downtown Standards; Gateway study; Rimrock Project; the Energy Village; access control on Highway 13; and the Airport IGA.

Engineering reported on the 2009 street improvements; 3rd St light; Gateway project; the third round about; and Taughenbaugh.

Government Affairs reported and that the legislative session is ending; addressing severance tax issues; looking for additional funding; Energy Village plan; and the New Energy community.

Utilities reported a focus on operations and staffing levels; wastewater treatment plant completed; conservation plan; water treatment plant funding and implementation; employee training; five-year capital improvement plan; business development; supporting Mike in Government Affairs; and dealing with PUC issues.

Finance reported that current financial data needs to be generated and provided to John and City Council within 30 days; Caselle software is incorporating building and planning to make it more user friendly; developing a sales-tax module and dashboard; and 2010 budget.

Information Technology reported wastewater treatment plant infrastructure; developing a communication plan for the overall city; applications and upgrades; library construction and achieving compatible design.

Recreation reported Centennial Park project; completing Deerfield plan; and Rifle Creek Trail from 16th to 13th streets.

Legal reported the library intergovernmental agreement (IGA) and the Airport intergovernmental agreements with Garfield County.

The City Manager reported on:

- ☞ Economic development
- ☞ DOLA crew
- ☞ Budget/finances
- ☞ Employee evaluations/merit pay/bonuses
- ☞ Energy Village

- ☞ Sprucing up the downtown
- ☞ City Hall remodel
- ☞ Fairway Avenue
- ☞ Politic county staff
- ☞ Following Stimulus funds

City Council indicated that they need project costs in order to truly prioritize these projects. Any funding information provided with the budget presentations will allow them to make more informed decisions.

\*\*\*

### **ACTION PLAN**

***Goal: Develop and strengthen a diverse economic base.***

#### **ACTION STEPS:**

1. *Meet with the EDC*
2. *Implement Energy Village Plan*
3. *Gateway study*
4. *Bio-fuel feasibility study*
5. *Actively recruit businesses to locate in the City of Rifle*

***Goal: Effectively manage land uses, infrastructure, mobility, development, natural resources, and protect the city's natural environment.***

#### **ACTION STEPS:**

1. *Implement Energy Village Plan*
2. *Implement Public Works projects per 2009 work plan*
3. *Implement Utilities projects per 2009 work plan*
4. *Development*
  - a. *Rifle Air Park annex*
  - b. *Rim Rock*
  - c. *Farm*

- d. *Building Activities – Commercial/Industrial, Hospital Expansion*
- e. *Highway 13 access control*
- f. *Complete Comprehensive Plan*
- g. *Miscellaneous development/infrastructure*
5. *Revise zoning code for the CBD*
6. *Complete Storm Drain master plan*
7. *Complete Downtown Plan*
8. *Gateway study*
9. *LEED/Green Building Codes*
10. *Bio-fuel feasibility study*

***Goal: Strengthen recreational and cultural facilities and activities for all ages and income levels.***

**ACTION STEPS:**

1. *Complete Parks facilities*
2. *Centennial Park Phase 1*
3. *Rifle Creek Trail*

***Goal: Promote and enhance public safety and health.***

**ACTION STEPS:**

1. *Enhance emergency preparedness efforts and training*
2. *Examine departmental organization to improve efficiency and effectiveness*
3. *Enhance community outreach*

***Goal: Influence external forces that affect the City.***

**ACTION STEPS:**

1. *Monitor State and Federal policy and regulatory proceedings*
2. *Monitor industry activity*

3. *Update Pay Plan*
4. *Pursue all possible sources of funding*

The group decided that, although Gateway is a wonderful location, due to economic conditions, the City should look for other venues for next year's retreat. Wanda provided a brief update and will continue to research the matter.

Respectfully Submitted,

Gary Suiter  
Suiter & Associates, LLC



## Memo

**To:** John Hier, City Manager  
**From:** Wanda Nelson, City Clerk (w)  
**Date:** August 13, 2009  
**Subject:** Liquor License Application for Plaza Liquors LLC

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

Jesus Prado and Alicia Mendoza Prado dba Plaza Liquors LLC  
2000 Railroad Avenue  
Rifle, CO

Type of License: Retail Liquor Store

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

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

In regard to the first item, the prohibitions mentioned in the referenced sections do not apply to Plaza Liquors LLC. There are two outlets within one mile who hold a Retail Liquor License.

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

Thank you.



## Memorandum

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To: Wanda Nelson, City Clerk  
From: Daryl L. Meisner, Chief of Police  
Date: 07-07-09  
Re: **Liquor License Application, Plaza Liquors**

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I have reviewed the Colorado Liquor Retail License Application dated July 6, 2009 for Plaza Liquors. The application appears to be thoroughly completed.

I have also reviewed the Individual History Records for Alicia Prado and Jesus Prado. Both appear to be thoroughly completed. Jesus Prado indicates that he was arrested in Los Angeles and pled guilty to DUI in approximately 1979; and in 1983 arrested for receiving stolen property, but the charge was subsequently dismissed. Both parties have submitted fingerprints and we await those results.

/vms

**COLORADO LIQUOR  
 RETAIL LICENSE APPLICATION**

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

• ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN  
 • APPLICANT MUST CHECK THE APPROPRIATE BOX(ES)  
 • LOCAL LICENSE FEE \$ 1049.50  
 • APPLICANT SHOULD OBTAIN A COPY OF THE COLORADO LIQUOR AND BEER CODE (Call 303-370-2165)

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

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation    Fein Number  
Plaza Liquors LLC    27-0493944

2a. Trade Name of Establishment (DBA)    State Sales Tax No.    Business Telephone  
SOME    42-72809    \_\_\_\_\_

3. Address of Premises (specify exact location of premises)  
2000 Railroad ave

City    County    State    ZIP Code  
Rifle    Garfield    CO    81650

4. Mailing Address (Number and Street)    City or Town    State    ZIP Code  
2000 Railroad ave    Rifle    CO    81650

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

Present Trade Name of Establishment (DBA)    Present State License No.    Present Class of License    Present Expiration Date  
 \_\_\_\_\_    42-72809    \_\_\_\_\_    \_\_\_\_\_

LIAB	SECTION A	NONREFUNDABLE APPLICATION FEES	LIAB	SECTION B (CONT.)	LIQUOR LICENSE FEES
2300	<input type="checkbox"/>	Application Fee for New License .....	1985	<input type="checkbox"/>	Resort Complex License (City) .....
2302	<input checked="" type="checkbox"/>	Application Fee for New License - w/Concurrent Review .....	1986	<input type="checkbox"/>	Resort Complex License (County) .....
2310	<input type="checkbox"/>	Application Fee for Transfer .....	1988	<input type="checkbox"/>	Add Related Facility to Resort Complex ... \$ 75.00 X Total
2312	<input type="checkbox"/>	Application Fee for Transfer - w/Concurrent Review .....	1990	<input type="checkbox"/>	Club License (City) .....
			1991	<input type="checkbox"/>	Club License (County) .....
			2010	<input type="checkbox"/>	Tavern License (City) .....
			2011	<input type="checkbox"/>	Tavern License (County) .....
			2012	<input type="checkbox"/>	Manager Registration - Tavern .....
			2020	<input type="checkbox"/>	Arts License (City) .....
			2021	<input type="checkbox"/>	Arts License (County) .....
			2030	<input type="checkbox"/>	Racetrack License (City) .....
			2031	<input type="checkbox"/>	Racetrack License (County) .....
			2040	<input type="checkbox"/>	Optional Premises License (City) .....
			2041	<input type="checkbox"/>	Optional Premises License (County) .....
			2045	<input type="checkbox"/>	Vintners Restaurant License (City) .....
			2046	<input type="checkbox"/>	Vintners Restaurant License (County) .....
			2220	<input type="checkbox"/>	Add Optional Premises to H & R .....
			2370	<input type="checkbox"/>	Master File Location Fee .....
			2375	<input type="checkbox"/>	Master File Background .....

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

LIABILITY INFORMATION

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

# APPLICATION DOCUMENTS CHECKLIST AND WORKSHEET

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

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

### I. APPLICANT INFORMATION

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

### II. DIAGRAM OF THE PREMISES

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

### III. PROOF OF PROPERTY POSSESSION

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

### IV. BACKGROUND INFORMATION AND FINANCIAL DOCUMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises for at least 1 year from the date that this license will be issued by virtue of ownership, lease or other arrangement?  
 Ownership  Lease  Other (Explain in Detail) \_\_\_\_\_

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

Landlord <u>Ignacio Mendoza</u>	Tenant <u>Jesus Prado Plaza Liguors LLC</u>	Expires <u>8-1-13</u>
------------------------------------	--	--------------------------

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

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

NAME	DATE OF BIRTH	FEIN OR SSN	INTEREST
<del>Ignacio Mendoza</del>	<del>3-9-68</del>		

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

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

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

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

15. ~~Club Liquor License applicants answer the following and attach:~~    
 (a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?    
 (b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?    
 (c) How long has the club been incorporated? \_\_\_\_\_ (d) How long has applicant occupied the premises to be licensed as a club? (Three years required) \_\_\_\_\_  
 (Three years required)

16. ~~Brew-Pub License or Vintner Restaurant Applicants answer the following:~~    
 (a) Has the applicant received or applied for a Federal Permit?    
 (Copy of permit or application must be attached)

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

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

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

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

NAME	HOME ADDRESS, CITY & STATE	DOB	POSITION	% OWNED
Jesus Prado	1743 County Rd 210 Rifle Co. <sup>81650</sup>	09-01-62	Manager	50%
Alicia Prado	1743 County Rd 210 Rifle Co. <sup>81650</sup>	10-2-70	Manager	50%

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

**Additional Documents to be submitted by type of entity**

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

Registered Agent (if applicable)	Address for Service
----------------------------------	---------------------

**OATH OF APPLICANT**

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

Authorized Signature 	Title Owner	Date 7-6-9
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**REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY/COUNTY)**

Date application filed with local authority July 06, 2009	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1)) C.R.S. 08/19/2009
--	---

**THE LOCAL LICENSING AUTHORITY HEREBY AFFIRMS:**

- That each person required to file DR 8404-I (Individual History Record) has:
- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Been fingerprinted .....  | Yes No   |
| <input type="checkbox"/> Been subject to background investigation, including NCIC/CCIC check for outstanding warrants ..... | <input checked="" type="checkbox"/> <input type="checkbox"/> |
| <input type="checkbox"/> Been subject to background investigation, including NCIC/CCIC check for outstanding warrants ..... | <input type="checkbox"/> <input type="checkbox"/>            |
- That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with, and aware of, liquor code provisions affecting their class of license :.....

- (Check One)
- Date of Inspection or Anticipated Date \_\_\_\_\_
- Upon approval of state licensing authority.

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

Local Licensing Authority for City of Rifle	Telephone Number	<input type="checkbox"/> TOWN, CITY <input type="checkbox"/> COUNTY
Signature	Title	Date
Signature (attest)	Title	Date

PETITION

Name of Establishment: Plaza Liquor's LLC

Address: 2000 Railroad ave Rifle Co 81650 Type of Liquor License: Liquor Store

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

PRINTED NAME	SIGNATURE	OVER 21?	ADDRESS
1. Magdalena Farías	<i>Magdalena F.</i>	38	1860 Anvil View AV. Rifle
2. Rubiela Calderin	<i>Rubiela Calderin</i>	59	27653 Hwy 6 # 62. Rifle
3. Socorro Mendez	<i>Socorro Mendez</i>	23	902 Hickory DR. Rifle
4. Cesar Chuecas	<i>Cesar Chuecas</i>	40	4695 Fraser Ct. Rifle
5. Lidia Amador	<i>Lidia Amador</i>	50	DOGWOOD DR - 1757 Rifle
6. Jose S Rodriguez	<i>José S. R.</i>	22	CLACKSON AVE 763 Rifle
7. Elois Coceres	<i>Elois C.</i>	28	721A CLARKSON AV Rifle
8. Walter Wood	<i>Walter Wood</i>	25	1825 Rail Road Av Rifle
9. Jimmy Gutierrez	<i>Jimmy Gutierrez</i>	37	1791 Est 19th Rifle.
10. Ignacia Mendez	<i>Ignacia Mendez</i>	41	956 dubhuse drive new castle, Rifle
11. Molly Friedrich	<i>Molly Friedrich</i>	28	1200 Bedrock cir Silt
12. Daniel Friedrich	<i>Daniel Friedrich</i>	32	1200 Bedrock cir Silt
13. Virginia Salazar	<i>Virginia Salazar</i>	32	34 ESTHER CT SILT CO
14. Aminda Galaviz	<i>Aminda Galaviz</i>	43	27653 HWY 6 H. Rifle
15. Veronica Corona	<i>Veronica Corona</i>	28	1743 CR 210 Rifle Co,
16. HENRY Villalobos	<i>Henry Villalobos</i>	54	27653 HWY 6 10T 62
17. Fousto Garay	<i>Fousto Garay</i>	39	144 W 4St. Street Rifle
18. Carl Villalobos	<i>Carl Villalobos</i>	48	Water ST # 8 Rifle.
19. Alejandro Arce	<i>Alejandro Arce</i>	32	756 Elder Ct Rifle CO
20. JUAN D. M	<i>Juan D. M</i>	48	1860-ANVIL VIEW AVE RIFLE.
21. Martin Sepúlveda	<i>Martin Sepúlveda</i>	41	200 Clark St Rifle
22. Jose Torres	<i>José Torres</i>	36	245 S. Golden Drive silt co
23. Juan Carlos P.	<i>Juan Carlos P.</i>	34	1860 Anvil View AV. Rifle
24. Lidia Amador	<i>Lidia Amador</i>	27	689 Bristle Rifle Co
25. Alex Corral	<i>Alex Corral</i>	28	2119 ACACIA AV RIFLE CO





## MEMORANDUM

**TO:** MATT STURGEON, PLANNING DIRECTOR

**FROM:** NATHAN LINDQUIST, PLANNER

**DATE:** August 12, 2009

**SUBJECT:** SECOND READING FOR WHITERIVER PLAZA (FORMERLY LANCEWOOD PLAZA) FINAL PLANNED UNIT DEVELOPMENT AND MAJOR SUBDIVISION  
PUD 2008-1; FINAL 2008-9  
APPLICANT: LANCEWOOD PLAZA, LLC; MATT FLINK (REPRESENTATIVE)

Note: please see previous packet for more information on this project.

### **A. PURPOSE**

The applicant seeks Final PUD approval to build a three-story mixed-use project at the southwest corner of 16<sup>th</sup> Street and Whiteriver Avenue to be called Whiteriver Plaza (formerly called Lancewood Plaza). The proposed land uses are 13,748 square feet of retail/office space on the first floor and 16 two-bedroom and 6 one-bedroom condominiums on the second and third floors. The parking is located behind the building with the intent of making a pedestrian-friendly, main-street style streetscape along 16<sup>th</sup> Street and Whiteriver Avenue.

The property is currently zoned Community Service. The applicant seeks a Planned Unit Development (PUD) zoning to allow for a denser residential component to the project and other variations from Code which are discussed below.

### **B. PRIOR APPROVALS**

The Planning Commission approved the Sketch Plan for what was then called Lancewood Plaza on April 29, 2008. The Planning Commission approved the Preliminary Plan for Whiteriver Plaza on August 26, 2008. City Council approved the Preliminary Plan on September 17, 2008. Planning Commission approved the Final Plat on April 28, 2009.

### **C. LOCATION**

The proposed Whiteriver Plaza is located at 1551 Whiteriver Avenue. Rifle Creek runs along the west side of the property. See Vicinity Map in the applicant's packet (Exhibit A).

### **D. RECOMMENDATION**

Staff recommends that City Council APPROVE the Final PUD 2008-9 for Whiteriver Plaza as Community Service—PUD with the following conditions:

1. The applicant shall apply for and obtain Site Plan approval before obtaining a Building Permit to begin construction of Whiteriver Plaza.
2. Before obtaining Site Plan approval, the applicant shall submit to the City evidence of a Letter of Credit and appropriate security for the public improvements required.
3. The applicant shall submit a PUD Guidebook that includes all relevant information regarding the construction of the project. This guidebook shall constitute what is typically submitted for site plan approval, and will ensure that what was approved at Final Plan is what will be constructed. All zoning issues not addressed in the PUD shall revert to the standards of the Rifle Municipal Code.
4. Include on the Final Plat a shared access easement on the southern access to provide future access for future development on the property to the south of Whiteriver Plaza.
5. The Final Plan architectural elevations shall be binding and carried over into the site plan. They will represent the building as it will be constructed. To allow for flexibility, staff may approve minor changes at the administrative level, but shall reserve the right to seek Planning Commission approval for significant changes.

## **E. STAFF COMMENTS**

### **SUMMARY**

Whiteriver Plaza is located at the southwest intersection of 16<sup>th</sup> Street and Whiteriver Avenue, an area that the Comprehensive Plan envisions will transition to higher-intensity land uses due to nearby employment and residential developments.

Staff supports the concepts of Whiteriver Plaza, which are encouraged by the Comprehensive Plan and the City's PUD standards. The project places the building up to the street and parking behind, with the goal of creating a pleasing pedestrian-oriented streetscape. Staff supports mixed-use development at this location, which will provide affordable housing in walking distance to City Market and other shopping opportunities, as well as the Rifle Creek Trail. The applicants seek energy efficient building standards, which are also encouraged in the PUD standards.

### **CHANGES SINCE PRELIMINARY PLAN**

Included in this packet is the Preliminary Site Plan (Exhibit A) so that Council may compare it with the Final Site Plan (Exhibit B). Working with staff, the applicant has made several changes to the project:

1. The number of parking spaces increased from 57 to 72 by adding a row of parking to the south end of the building and widening the western edge of the parking lot. The applicant also secured a parking easement for the currently existing Creekside Plaza to the west, which has more parking than is required by code. This will allow Whiteriver Plaza tenants to park there.



2. The south end of the building was shortened so that it is further from the residential dwelling to the south, and the building was widened to the east to increase the building's footprint from 10,000 square feet to 13,700 square feet. The number of residential units increased from 17 to 22.
3. The setback from Whiteriver Avenue was reduced from 27 feet to 19 feet from the street (12 feet from the property line), which is in the range recommended by the PUD guidelines and staff's Preliminary Plan report.
4. The sidewalk along Whiteriver Avenue was detached and a row of street trees placed between the sidewalk and the street.

**Height:** The height of the building remains unchanged at 38 feet. Planning Commission may permit a variance to the height limit of 35 feet as a part of the PUD.

## ARCHITECTURE

The architecture of Whiteriver Plaza demonstrates the following positive features:

- The northwest corner of the building honors the intersection of Whiteriver Plaza and 16<sup>th</sup> Street with a unique feature.
- A variety of materials and colors complement each other to give the building visual interest.
- Elements are used to break up the building both horizontally and vertically.

## LAND USE

The applicant estimates that 80% of the commercial space will be office-type users that will benefit from the proximity of the Justice Center. Approximately 20% will be retail establishments. The upper floors will contain 6 one-bedroom condominiums of approximately 650 square feet and 16 two-bedroom condominiums of approximately 950 square feet.

The Whiteriver Plaza PUD zoning shall permit the following uses (all uses not listed shall require a conditional use permit if determined to be unrelated to any permitted use):

- Condominiums (2<sup>nd</sup> and 3<sup>rd</sup> floor only)
- Galleries and Studios
- Personal Services
- Show rooms
- Retail
- Offices
- Cafés
- Bakeries
- Equipment leasing with no outdoor storage
- Small animal clinic / veterinarian
- Indoor recreation (conditional use)
- Private or public membership club or lodge (conditional use)

- Educational facility (business, industrial and technical only—conditional use if over 30 students)
- Restaurant, tavern, brewery, food service, caterers (conditional use)
- Wholesale establishment (conditional use)
- Daycare with no outdoor use (conditional use)

## **STREETS AND ACCESS**

Staff recommends that Whiteriver Plaza's access from 16<sup>th</sup> Street be a "right-in only" access to prevent traffic from backing up and blocking the intersection of 16<sup>th</sup> Street and Whiteriver Avenue. Whiteriver Plaza's traffic study confirmed that a full movement access on 16<sup>th</sup> Street would not function with the current configuration of stop signs at the intersection. The Whiteriver Avenue access will be permitted as a full movement access. Staff supports waiving the standard 30-foot separation between this access and the driveway for the property to the south, due to the fact that the other driveway only access two single-family homes. If the property to the south is ever redeveloped, they will be required to share Whiteriver Plaza's access. The shared access shall be provided on the final plat.

The applicant shall improve their half of Whiteriver Avenue to city standards with curb, gutter and detached sidewalk.

## **DRAINAGE AND FLOODPLAIN**

Parts of the subject property are in the 100-year floodplain. The City has approved a floodplain permit for the property.

## **ENERGY EFFICIENCY**

The applicant states in the PUD standards that the building will be Energy Star-rated.

## **F. FINDINGS**

Pursuant to Section 16-5-280, the Council shall consider the following criteria before approving a conditional use permit (*staff comments shown in bold italics/italics*):

1. Conformance of the proposal with the City of Rifle Municipal Code;

*The PUD standards allow the city to negotiate on certain requirements of code in exchange for benefits to the city. If done appropriately, this project should provide benefits that warrant variances on some issues.*

2. The compatibility of the proposal with the character of the surrounding area, including but not limited to the architectural character of the neighborhood, the average lot and building sizes in the neighborhood, and the relative value of the proposed structure to the value of other structures in the neighborhood;

*The compatibility of the proposal depends upon whether one looks at the area as it has been in the past or as what it is transitioning to become. As noted above, this intersection is increasingly appropriate for a commercial mixed-use project. This*

*project would likely set the tone for the future of the area as it changes from a residential area to one that is more urban in character.*

3. The desirability for the proposed use in the specific area of the City;

*The proposed office uses are desirable due to the proximity to the Justice Center, and the small condos will fill a need for infill affordable housing.*

4. The potential for adverse environmental effects that might result from the proposed use;

*The floodplain and storm water management processes exist to mitigate the potential for adverse environmental effects in this case.*

5. Compatibility of the proposed use and the site (or subdivision) plan with the City of Rifle Comprehensive Plan;

*This property is located in "District 4: North Railroad Avenue". The following goals of the Comprehensive Plan pertain to the project in question:*

*-"Strengthen the streetscaping along the right-of-way to enhance and unify the corridor."*

*-"Designate this district as a commercial activity zone where mixed-use development is concentrated and clustered."*

*This annexation would allow construction that will assist in accomplishing the goals and actions for this area of the City, such as permitting additional commercial activity.*

6. The potential impact of the proposed use upon the value of property and buildings within the surrounding area; and

*A large mixed-use project such as this, if its done in an attractive manner, can only have a positive effect on surrounding property values.*

7. Conformance of the proposal with the approval requirements concerning water and sewer tap availability for high volume use requests pursuant to §10.10.110 of these regulations, if applicable.

*Not applicable.*

#### **G. OTHER AGENCY COMMENTS**

All agencies, including the Fire District and SGM, have stated that their comments have been addressed and that no outstanding issues remain (beyond what is required under the conditions of approval).



**CITY OF RIFLE, COLORADO**  
**ORDINANCE NO. 23**  
**SERIES OF 2009**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, RE-ZONING  
PROPERTY KNOWN AS WHITERIVER PLAZA FROM COMMUNITY  
SERVICE ZONE DISTRICT (CS) TO COMMUNITY SERVICE PLANNED UNIT  
DEVELOPMENT ZONE DISTRICT (CS-PUD).

WHEREAS, Whiteriver Lancewood Plaza, LLC (the "Applicant") filed with the City of Rifle Planning Department a request to re-zone from Community Service (CS) zone district to Community Service Planned Unit Development (CS-PUD) zone district certain tracts of land located at the southwest corner of Whiteriver Avenue and 16<sup>th</sup> Street known as Parcel 3, Collett Subdivision Exemption in the City of Rifle, the plat of which is recorded as Reception No. 312688, County of Garfield, State of Colorado (the "Property"); and

WHEREAS, on April 28, 2009, the City of Rifle Planning Commission considered the re-zoning application for the Property as part of a PUD Final Development Plan submittal; and

WHEREAS, based upon the Applicant's plans to develop the Property with a mixed use residential, commercial and office project consistent with the changing land use patterns surrounding the Property, the Planning Commission recommended that the Property be re-zoned Community Services Planned Unit Development (CS-PUD); and

WHEREAS, the City Council reviewed the re-zoning application at its August 5 and 19, 2009 meetings and agreed with the Planning Commission's findings; and

WHEREAS, the City of Rifle Planning Commission and the Rifle City Council have held duly-noticed public hearings as required by the Rifle Municipal Code, and now wish to re-zone the Property to Community Service Planned Unit Development.

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

1. The aforementioned recitals are hereby fully incorporated herein.
2. The Property is hereby zoned Community Service Planned Unit Development (CS-PUD) pursuant to all of the terms, conditions, exhibits and obligations contained in that certain Whiteriver Plaza PUD Guidebook certified by the City and incorporated herein by this reference which sets forth all of the PUD standards and guidelines for the Property.
3. Within thirty (30) days after the effective date of this Ordinance, the City Clerk shall incorporate the terms of this Ordinance into the Geographical Information System described in RMC §16-3-20 shall cause a printed copy of the amendment to the City Zone District Map to be made, which shall be dated and signed by the Mayor and attested to by the City Clerk, and which shall bear the seal of the City. The amended map shall include the number of this Ordinance. The

signed original printed copy of the Zoning Map shall be filed with the City Clerk. The Clerk shall also record a certified copy of this Ordinance with the Garfield County Clerk and Recorder. The City staff is further directed to comply with all provisions of the Rifle Land Use Regulations, RMC §16-1-10 *et seq.*, to implement the provisions of this Ordinance.

INTRODUCED on August 5, 2009, read by title, passed on first reading, and ordered published as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on August 19, 2009, passed ~~without~~with amendment, approved, and ordered published in full as required by the Charter.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF RIFLE, COLORADO

By \_\_\_\_\_

Mayor

ATTEST:

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

**CITY OF RIFLE, COLORADO**  
**ORDINANCE NO. 24**  
**SERIES OF 2009**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, APPROVING A PUD  
FINAL DEVELOPMENT PLAN AND FINAL SUBDIVISION PLAT FOR  
WHITERIVER PLAZA PLANNED UNIT DEVELOPMENT.

WHEREAS, in February 2008, there was filed with the Rifle Planning Department an application for a Sketch Plan and PUD Plan approval for property owned by Whiteriver Lancewood Plaza, LLC (hereinafter "Developer"), which property is known as Whiteriver Plaza PUD, the legal description of which is Parcel 3, Collett Subdivision Exemption in the City of Rifle, the plat of which is recorded as Reception No. 312688, County of Garfield, State of Colorado (hereinafter the "Property"); and

WHEREAS, on April 29, 2008, after a duly-noticed public hearing and pursuant to Rifle Municipal Code ("RMC") Section 16-5-280, the City of Rifle Planning Commission approved a Sketch Plan for the Property and on August 26, 2008 the Planning Commission approved a Preliminary PUD Development Plan for the Property; and

WHEREAS, on September 17, 2008 and by Resolution No. 36, Series of 2008, the City Council approved the Preliminary Plan and Preliminary PUD Development Plan for the Property; and

WHEREAS, in January 2009, Developer submitted a request for a PUD Final Development Plan and Final Subdivision Plat for the Property which the City of Rifle Planning Commission approved at its April 28, 2009 meeting following a duly noticed public hearing; and

WHEREAS, Developer proposes developing the Property with a three story mixed use residential, commercial and office project containing approximately ~~9,820~~13,195 square feet of retail/office space on the first floor and ~~thirteensixteen~~ (136) two-bedroom and ~~four~~six (46) one-bedroom residential condominiums on the second and third floors; and

WHEREAS, on August 5, 2009 and August 19, 2009, the Rifle City Council reviewed the PUD Final Development Plan and Final Subdivision Plat for the Property and found these documents to be consistent with the approved PUD and Subdivision Preliminary Plan, and that all conditions of Preliminary Plan approval had been met; and

WHEREAS, concurrently herewith, and by Ordinance No. 23, Series of 2009, the City Council re-zoned the Property CS-PUD and approved that certain Whiteriver Plaza PUD Guidebook detailing the approved development of the Property; and

WHEREAS, the City Council desires to approve the PUD Final Development Plan and Final Subdivision of the Property into individual condominium units after construction and with the filing

of the appropriate condominium plat, subject to all terms and conditions set forth in the PUD Guidebook and the Site-Specific Development Plan and Subdivision Improvements Agreement for the Property ("SIA"), which SIA is available for inspection at the City Clerk's Office during business hours, and the subdivision of each.

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

1. The City Council incorporates the foregoing recitals as findings by the City Council.
2. That certain PUD Final Development Plan and Final Subdivision of the Property into individual condominium units for Whiteriver Plaza PUD is hereby approved, subject to all terms and conditions contained herein and in the SIA, which is hereby approved.
3. Upon the completion of construction, the building may be subdivided into condominium units with general and limited common elements, and upon the City staff's review and approval, a Condominium Plat may be recorded.
4. The Mayor of the City is hereby authorized to indicate the City Council's approval of the PUD Final Development Plan and Final Subdivision of the Property and the SIA by signing the SIA and Condominium Plat creating condominium units. A true and correct copy of the SIA and Condominium Plat creating condominium units shall be deposited with the City Clerk and shall be available for public inspection at the Clerk's office after being fully executed by the parties.
5. Developer shall comply with all of Developer's representations made in any applications and in statements during the Public Hearings before the Planning Commission and City Council which shall be conditions of approval with which the Developer shall comply. The Developer shall also comply in full with the Rifle Municipal Code and the Public Works Manual requirements and the conditions of any variances granted to the Public Works Manual.
6. The City Clerk is hereby directed to file one (1) copy of the Condominium Plat creating condominium units, the original of this Ordinance, and the SIA in the Office of the City Clerk.
7. The City Clerk is hereby further directed to record this Ordinance, the Condominium Plat creating condominium units, the SIA, and any other associated documents in the Office of the Clerk and Recorder of Garfield County, and to file one (1) certified copy of the Condominium Plat creating condominium units, and this Ordinance with the Garfield County Assessor.

INTRODUCED on August 5, 2009, read by title, passed on first reading, and ordered

published as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on August 19, 2009, passed ~~without~~with amendment, approved, and ordered published in full as required by the Charter.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF RIFLE, COLORADO

By \_\_\_\_\_

Mayor

ATTEST:

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



**SITE SPECIFIC DEVELOPMENT PLAN AND  
SUBDIVISION IMPROVEMENTS AGREEMENT  
FOR WHITERIVER PLAZA**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the CITY OF RIFLE, COLORADO, a home-rule municipality whose address is P.O. Box 1908, Rifle, CO 81650 (hereinafter "City") and WHITERIVERLANCWOOD PLAZA, LLC, a Colorado limited liability company whose address is 955 Cowen Drive, Suite 201, Carbondale, CO 81623 (hereinafter "Developer");

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real property located in the City of Rifle, Colorado at the southwest corner of Whiteriver Avenue and 16<sup>th</sup> Street known as Parcel 3, Collett Subdivision Exemption in the City of Rifle, the plat of which is recorded as Reception No. 312688, County of Garfield, State of Colorado (hereinafter the "Property"); and

WHEREAS, Developer proposes developing the Property with a three story mixed use residential, commercial and office project containing approximately ~~9,820~~13,195 square feet of retail/office space on the first floor and ~~thirteensixteen~~ (136) two-bedroom and ~~foursix~~ (46) one-bedroom residential units on the second and third floors, all of which may be condominiumized as further set forth in the PUD Guidebook for the Property (the "Project"); and

WHEREAS, on April 29, 2008, after a duly-noticed public hearing and pursuant to Rifle Municipal Code ("RMC" or the "Code) Section 16-5-280, the City of Rifle Planning Commission approved a Sketch Plan for the Property and on August 26, 2008 the Planning Commission approved a Preliminary PUD Development Plan for the Property; and

WHEREAS, on September 17, 2008 and by Resolution No. 36, Series of 2008, the City Council approved the Preliminary Plan and Preliminary PUD Development Plan for the Property; and

WHEREAS, on August 5 and 19, 2009, the City Council of the City of Rifle, after holding all necessary public hearings, approved by appropriate ordinance a Final Subdivision Plan for the Property and Condominium Plat to be prepared following the construction of the Project, which Ordinance No. 24, Series of 2009 is recorded as Reception No. \_\_\_\_\_ with the Garfield County Clerk and Recorder; and

WHEREAS, the City's approval of the Final Plan and Condominium Plat for the Property cited above is contingent upon the express condition that all obligations and duties created by this Agreement are faithfully performed by the Developer.

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

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

2. Purposes. The purpose of this Agreement is to set forth the terms and conditions to be met by the Developer; to set forth the fees to be paid by the Developer upon subdivision of the Property, and to constitute the Subdivision Improvements Agreement provided for in Sections 16-4-170, 16-5-440(d) and 16-6-180(c)(2) of the Code. All terms and conditions contained herein are in addition to all requirements of the Code, the City of Rifle Land Use Regulations (Chapter 16 of the Code), Ordinance No. 24, Series of 2009, and state and federal statutes, and are not intended to supersede any requirements contained therein, except where specifically provided in this Agreement. In the event of any inconsistency between the provisions of Ordinance No. 24, Series of 2009 and the provisions of this Agreement, the provisions of this Agreement shall control

3. Development of the Property.

A. The Project. The Project consists of a three story mixed use residential, commercial and office building with approved architectural elements containing approximately ~~9,820~~13,195 square feet of retail/office space on the first floor and ~~thirteen~~sixteen (13~~6~~) two-bedroom and ~~four~~six (4~~6~~) one-bedroom residential units on the second and third floors, as further defined in the PUD Guidebook which will guide the development of the Property

B. Condominium Plat. In accordance with Ordinance No. 23, Series of 2009 and consistent with the PUD Zoning for the Property, a Condominium Plat may be prepared after final "as-built" surveys of the unit boundaries have been completed of the building on the Property. The Condominium Plat may be prepared and recorded upon substantial completion of construction of the Project and may be approved administratively by the City without further review by the City Council or the Planning Commission. No individual condominium unit shall be sold into separate ownership until and unless a Condominium Plat has been approved by the City and such plat has been recorded in the real estate records of Garfield County.

4. Fees. In addition to any fees enacted by any ordinance of general applicability in the City, the following fees shall be paid to the City by the Developer:

A. Reimbursement of Costs. The Developer hereby agrees to pay the City the actual costs to the City for engineering, surveying, and legal services rendered in connection with the review of the subdivision of the Property. In addition, the Developer shall reimburse the City for the cost of making corrections or additions to the master copy of the official City map, for the fee for recording the Final Plat or any Condominium Plat and accompanying documents with the County Clerk and Recorder of Garfield County. Developer shall also pay any fee required pursuant to the Code. Interest shall be imposed at rate of 1.5% per month on all balances not paid within thirty (30) days of the date of the statement. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and

unpaid under this provision or under this Agreement, the City shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

- B. Water and Sewer Taps. Developer, its successors and assigns, shall comply in full with Chapter 13 of the Code regarding tap fees for water and sewer service.
- C. Water Rights Dedication. Developer, its successors and assigns, shall pay the cash in lieu of the water rights dedication fees as required under RMC Section 13-6-10, *et. seq.*, as it may be amended. For this purpose, prior to the issuance of every building permit, including tenant finish, for the Property, Developer shall pay the fee then in effect for all units and/or commercial square footage for which potable water service is to be provided by the City. Further, the Developer agrees to be bound by any ordinance or resolution of general applicability that modifies these fees.
- D. Parkland Dedication Fees. The City and Developer agree that the Property is subject to the City parkland dedication requirements set forth in RMC §§16-1-90 and 16-4-110. Developer shall pay parkland dedication fees then in effect for each residential unit at the time of building permit application.
- E. Off-site Street Impact Fees. For each residential and commercial/retail unit constructed on the Property, offsite street impact fees shall be due and payable as set forth in the Code.
- 5. Specific Conditions. Developer agrees to perform the following conditions:
  - A. Representations. All representations of the Developer made in its application and in statements during the public hearings before the Planning Commission and City Council shall be considered conditions of approval with which the Developer shall comply.
  - B. Revegetation and Landscaping. Developer shall landscape the Property pursuant to the approved landscape plan reviewed and approved by the City and revegetate any disturbed areas of the Property as soon as the next growing season allows. Developer shall guarantee growth of all landscaping and revegetation. Cost estimates of all landscaping shall be submitted to the City, guaranteed by the security required by this Agreement, and shall be considered a public improvement hereunder.
  - C. PUD Guidebook. Developer shall create a PUD Guidebook that will serve as the approved Zoning and Site Plan for the Project (including approved construction drawings) and provide a staff signature page in the guidebook certifying such approvals. The PUD Guidebook will contain the approved conceptual architectural elevations from which minor deviations shall be allowed subject to staff's administrative approval. Staff shall refer any major architectural deviations to the Planning Commission for its review and approval. The PUD Guidebook shall also

include a list of items to be submitted before construction, which list shall include an irrigation plan and a traffic control plan.

- D. Access Easement. Developer shall provide an access easement in a width and location approved by the City on the Condominium Plat or other appropriate plat allowing the property to the south of the Property to utilize a shared driveway access onto Whiteriver Avenue through the Property when that property to the south develops.
- E. Bike and Pedestrian Trail Easement. On the Condominium Plat or other appropriate plat, Developer shall dedicate to the City a Bike and Pedestrian Trail Easement along Rifle Creek in a width and location approved by the City. In addition, Developer shall obtain quit claim deeds from Beal Commercial, LLC and 1430 Railroad, LLC quit claiming to the City any interest those entities have to the Property from the centerline of Rifle Creek west to the edge of curb/asphalt on the western portion of the Property.
- F. No City Trash Service. Developer agrees and acknowledges that the City does not provide commercial trash service and will not provide trash service to the Property; therefore, Developer shall contract for private trash service for the Property.
- G. Storm Water and 404 Permit. As a condition of approval and prior to the issuance of a building permit, Developer shall provide the City the Storm Water Permit and 404 Permit for development of the Property indicating the approved final development plan complies with such permits.

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

7. Public Improvements. All water lines, water facilities, sewer lines, sewer facilities, hydrants, water or sewer distribution facilities, drainage structures, landscaping, gas lines, electrical facilities, cable T.V., telephone lines, utility systems, streets (public and/or private), lighting and signage required by this Agreement or shown on the final subdivision plan prepared by Northern Engineering as File No. 804-002.09 and dated June 3, 2009, as it may be amended (the "Public Improvements"), shall be installed and completed at the expense of the Developer.

- A. All Public Improvements to be conveyed to the City or required to be secured by this Agreement are shown on the Final Subdivision Plat and Plans submittal, and the estimated costs thereof, are identified on Exhibit A attached hereto and incorporated herein by this reference. The Public Improvements shall be constructed in conformance with the plans and specifications submitted by the Developer as part of the Final Plat application and approved by the City Public Works Director or his/her designee, including all supplemental plans and specifications (all of which are on file at City Hall), the City of Rifle Public Works Manual then in effect, and the utility plan (hereinafter collectively referred to as "Plans and Specifications").

B. Developer shall provide at its sole cost and expense all necessary engineering designs, surveys, field surveys, and incidental services related to the construction of the Public Improvements.

8. Construction Observation and Inspection.

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

B. Construction Observation by the City. The City shall have the right to make engineering observations at reasonable intervals and at the Developer's expense during construction of the Public Improvements. Observation, acquiescence in or approval by any engineering inspector of the construction of any physical facilities, at any particular time, shall not constitute City approval of any phase of construction of the Public Improvements. City approvals shall be made only after completion of construction and in the manner hereinafter set forth. To assist the City in monitoring the installation of the Public Improvements, a supervisor employed by the Developer's general contractor shall inspect the Public Improvements on at least a weekly basis, and shall provide the City Public Works Director or his/her designee with supervisor's field and inspection notes relating to the installation of the Public Improvements which have been reviewed and stamped by a professional engineer. The supervisor shall regularly apprise the City Public Works Director or his/her designee of the status of the work on the Public Improvements. Further, the Developer at its own expense shall have an approved geotechnical engineer monitor the methods of construction and backfill, to ensure such work is being completed in conformance with the approved Plans and Specifications, and accepted standards for such work. The geotechnical engineer shall conduct inspections and testing as directed by the City Public Works Director or his/her designee. The City agrees to respond to requests for interim inspections in a timely manner and to respond not later than ten (10) business days after a request for a final inspection. Nothing in this paragraph shall be construed to constitute an acceptance by the City of the Public Improvements, which approval and acceptance shall only occur pursuant to the specific provisions below.

9. Completion of Public Improvements; Approval. The Developer shall complete all Public Improvements associated with development of the Project within one (1) year of the date of the City's approval of the Final Subdivision Plan for the Property, or by August 19, 2010 commencement of construction; provided, however, landscaping shall be completed as soon as the next growing season allows. Upon the Developer's completion of construction of the Public Improvements, the Developer's engineer shall certify in writing that the improvements have been completed in conformance with the Plans and Specifications and submit to the City a completed

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

Once the as-built drawings and costs summary are approved, and any and all corrections are completed, the City Public Works Director or his/her designee shall certify in writing that all Public Improvements are in conformity with the Plans and Specifications, and the date of such certification shall be known as the Acceptance Date. The City shall be under no obligation to provide any water or sewer service to the Property until all Public Improvements are brought into conformance with the Plans and Specifications and the approved Final Subdivision Plan and Subdivision Plat, and are certified and approved by the City Public Works Director or his/her designee pursuant to this Agreement. However, upon certification and approval, the City shall be obligated to provide water and sewer service to the Property, subject to all provisions of the Code, and in particular to the availability of water or sewer taps, which shall be on a first-come, first-served basis. The City does not guarantee an adequate number of taps will be available to serve the Property at the time the Developer intends to proceed with development.

10. Acceptance; Conveyance. Within thirty (30) days of the Acceptance Date, the Developer shall execute a quit-claim deed to the City conveying any interests it has in the Public Improvements identified on Exhibit A to be conveyed to the City. The Developer shall also execute a bill of sale conveying such Public Improvements to the City, free and clear of all liens and encumbrances except non-monetary matters of public record. All Public Improvements conveyed to the City shall be warranted for a period of twelve (12) months from the Acceptance Date, as provided below.

11. Warranty. Developer shall warrant any and all Public Improvements and facilities which are conveyed to the City pursuant to this Agreement (i.e. water and sewer facilities and lines, public roads and facilities located on or under public lands and easements) for a period of twelve (12) months from the Acceptance Date. Specifically, but not by way of limitation, Developer shall warrant that:

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

12. Performance Guarantee. The total amount of required security for the Public Improvements shall be as specified on Exhibit A and shall be updated prior to the issuance of a building permit for the Project.

- A. In order to secure the construction and installation of the Public Improvements above described, for which the Developer is responsible, the Developer shall prior to the issuance of a building permit for the Project furnish the City with a certificate or other evidence, in good and sufficient form approved by the City Attorney, of an irrevocable letter of credit issued or confirmed by a commercial banking institution authorized to do business and with offices located within the State of Colorado to secure the performance and completion of the Public Improvements, in an amount equal to the estimated costs of said facilities as set forth on Exhibit A. The City shall have the right to review and approve all terms and conditions of the letter of credit prior to the issuance of a building permit for the Project. Alternative forms of security acceptable to the City in its sole discretion may also be provided.

The original letter of credit shall be delivered to the City prior to the issuance of a building permit for the Project. This Letter of Credit shall comply in all respects with the Uniform Customs and Practice for Documentary Credits, 1983 Edition, issued by the International Chamber of Commerce, Paris.

- B. In the event the Public Improvements are not constructed or completed within 12 months of the commencement of construction, or the landscaping is not installed in the next growing season, the letter of credit shall provide that the funds necessary to complete the Public Improvements shall be put directly into an escrow account under the control of the City Manager and shall be used to complete the Public Improvements called for herein.
- C. Within ten (10) days of timely completion of the Public Improvements for the Project, and performance of the conditions and requirements of this Agreement secured by the performance guarantee, and upon the approval of the City Manager, the performance guarantee shall be released to Developer. If the improvements are not completed within the required time, the performance guarantee may be called by the City and the monies may be used to complete the improvements; provided, however, that if such guarantee is not sufficient to pay the actual costs, the Developer shall be responsible for the balance. The City Manager may cause a portion of the performance guarantee to be released as specific improvements are completed and approved. A partial release shall be within thirty (30) days after acceptance by the City.
- D. The required security for the Public Improvements is the amount mutually agreed upon by the Developer and the City Engineer in Exhibit A, which shall be updated for the City's review and approval prior to the issuance of a building permit for the Project. The parties agree that this amount, as updated, does not necessarily reflect the City Engineer's estimate of what the actual cost to the City would be if the City were required to fund construction of all of the Public Improvements. In the event

the costs of the Public Improvements exceed the amount, Developer shall be solely responsible for the actual cost. The purpose of Exhibit A and any updated cost estimates is solely to determine the amount of security. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the actual costs of all such Public Improvements.

- E. The parties expressly agree that the Developer's preparation and submission to the City of "as-built drawings" and a summary of actual construction costs for the Public Improvements to be dedicated to the City--and approval by the City of the as-built drawings and summary-- for the Project are essential requirements of this Agreement. In the event the Developer fails to provide the as-built drawings and summary to the City thirty (30) days prior to the expiration of the performance guarantee or any extension thereof, such failure shall constitute a breach of this Agreement with regard to the completion of the Public Improvements, damages for which are impossible to ascertain, entitling the City to call upon the performance guarantee in an amount equal to ten (10%) percent of the total amount set forth on Exhibit A, which amount the City may retain as liquidated damages due to Developer's breach.
- F. Neither approval of any partial reduction to the letter of credit issued pursuant to this paragraph, nor any other reduction in security, shall be construed as the approval or acceptance of any of the Public Improvements, which approval and acceptance shall only occur as described above.

13. Title Policy. Prior to the issuance of a building permit for the Project, the Developer shall provide the City a commitment for a title insurance policy, indicating the Property is free and clear of all encumbrances whatsoever which would impair the use of the Property as proposed by the Final PUD Plan. Further, said title commitment, and/or an additional title commitment, shall show that all other property to be dedicated to the City is free and clear of all encumbrances which would make said dedications unacceptable as the City in its sole discretion determines. Prior to the issuance of a certificate of occupancy, the title insurance policy(s) shall be provided to the City, and the premium(s) for the title insurance in the minimum amount shall be paid by the Developer. In the event the title commitment(s) reflect encumbrances which would impair the use of the Property as proposed or which would make the public dedications unacceptable, the City shall notify the Developer, who shall cure or otherwise remove or subordinate said encumbrances to the satisfaction of the City prior to the issuance of a certificate of occupancy.

14. Vested Rights. Pursuant to Section 16-11-10, *et. seq.*, of the Code, the City and the Developer agree that the City Council's final subdivision plat approval of the Property constitutes the approval of a "Site Specific Development Plan", and no further hearings are required. Pursuant to the approval by the City Council of the Final Plat and Final PUD Plan for the Property, the City granted vested property rights for the Property for a period of five (5) years from the effective date of the City ordinance approving this Agreement and the Final Plat upon the condition that Developer comply with all of the terms and conditions of this Agreement, the Final Plat for the Property, and the development submittal. Such rights shall also be subject to the provisions of RMC Section 16-11-10, *et. seq.* The Developer shall at its expense publish the vested rights notice required by C.R.S. §24-68-103(1) and RMC Section 16-11-50.

15. Owners Association; Covenants. An owners association shall be created by the Developer under the laws of the State of Colorado before any units within the Project are sold to third parties. The Articles of Incorporation and covenants shall be reviewed by the City Attorney to ensure that they meet the City's requirements that the owners association (1) maintains, operate and assume full responsibility for all easements and common areas within the Property and shown on the Final Plat, including landscaping; and (2) is empowered to enforce any provisions of the covenants, conditions and restrictions affecting the Property. The covenants for the Property shall also address, at a minimum: party wall agreements, snow removal, building and landscape maintenance, sidewalk maintenance, use of limited and general common elements, parking, outdoor storage of vehicles (including recreational vehicles, boats, trailers, and the like), and pets. The Articles of Incorporation and covenants shall be reviewed and approved, and the Articles filed with the Colorado Secretary of State prior to the recordation of the Condominium Plat and must include provisions related to the commercial unit(s) and its relationship with the residential units.

16. Conditions of Building Permit / Certificate of Occupancy. In addition to all requirements of the Code and any requirements imposed by operation of state, federal, or local law, no building permits shall be issued for the Property until:

- A. This SIA has been recorded in the Office of the Garfield County Clerk and Recorder, and a recorded copy is on file in the Office of the City Clerk.
- B. **A site plan application has been submitted to the City referencing the approved PUD Guidebook for all submittal requirements and contains the approved construction drawings; updated cost estimates of the public improvements have been provided for the City's review and approval and a letter of credit in that amount securing those public improvements; and a title commitment covering any public dedications has been provided to the City; and final covenants for the Project are provided to the City for its review and approval.**

17. Voluntary Action of Developer. Notwithstanding any provision of the Code, the Developer agrees that all terms and conditions of this Agreement, including specifically the payment of fees, the dedication of land, and the completion of off-site infrastructure improvements for the Project, are agreed to and constitute the voluntary actions of the Developer.

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

- A. The refusal to issue to the Developer any building permit or certificate of occupancy; provided, however, that this remedy shall not be available to the City until after the affidavit described below has been recorded;

- B. The recording with the Garfield County Clerk and Recorder of an affidavit, approved in writing by the City Attorney and signed by the City Manager or his designee, stating that the terms and conditions of this Agreement have been breached by the Developer. At the next regularly scheduled City Council meeting, the City Council shall either approve the filing of said affidavit or direct the City Manager to file an affidavit stating that the default has been cured. Upon the recording of such an affidavit, no further lots or parcels may be sold within the Property until the default has been cured. An affidavit signed by the City Manager or his designee and approved by the City Council stating that the default has been cured shall remove this restriction;
- C. A demand that the security given for the completion of the public improvements be paid or honored;
- D. The refusal to consider further development plans within the Property; and/or
- E. Any other remedy available at law.

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

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

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

21. Waiver of Defects. In executing this Agreement, Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the

power of the City to impose conditions on Developer as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Developer: WhiteriverLancewood Plaza, LLC  
955 Cowen Drive, Suite 201  
Carbondale, CO 81623

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

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

CITY OF RIFLE, COLORADO

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

ATTEST:

\_\_\_\_\_  
Clerk

WHITERIVERLANCEWOOD PLAZA, LLC

By: \_\_\_\_\_  
Cameron Wilcox, Manager

STATE OF COLORADO )  
 ) ss.  
COUNTY OF GARFIELD )

Acknowledged, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2009,  
by Keith Lambert, as Mayor, and by \_\_\_\_\_, as Clerk, on behalf of the City  
of Rifle, Colorado.

WITNESS my hand and official seal.

My Commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF COLORADO )  
 ) ss.  
COUNTY OF )

Acknowledged, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2009,  
by ~~Whiteriver~~ Lancewood Plaza, LLC, by \_\_\_\_\_ Cameron Wilcox as Manager.

WITNESS my hand and official seal.

My Commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



## MEMORANDUM

**TO:** MATT STURGEON, PLANNING DIRECTOR  
**FROM:** NATHAN LINDQUIST, PLANNER  
**DATE:** AUGUST 12, 2009  
**SUBJECT:** SECOND READING FOR RIGHT OF WAY VACATION 2009-1  
431 EAST 1<sup>ST</sup> STREET  
APPLICANT: LAURIE SPAKANIK

Note: Please see the last meeting's packet for more information on this project.

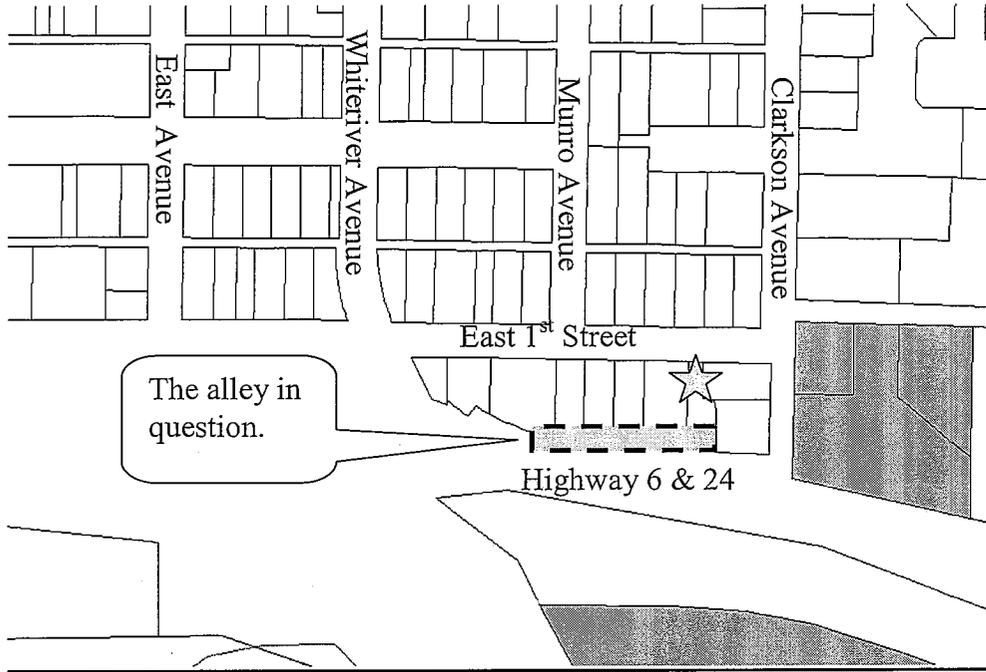
### PURPOSE

The applicant seeks a Right-of-Way Vacation for a portion of a city-owned alley that runs between East 1<sup>st</sup> Street and Highway 6 & 24. A part of the applicant's house encroaches in the alley right-of-way. The right-of-way for the alley was platted in the early 1900s with the Clarkson and Munro Subdivision, but the alley itself was never built or used. The steep hillside in this location makes it doubtful that the alley could ever be constructed. Also, the alley does not serve any useful purpose or provide access to any lots, as to the south of the alley is a steep hill, with Highway 6 & 24 at the bottom of the hill.

Given the unnecessary nature of the alley and the encumbrance to the applicant's property, staff recommends that the portion of the alley that is directly to the south of the applicant's property be vacated.

### LOCATION

The applicant is located at 431 East 1<sup>st</sup> Street (see star on map).



**RECOMMENDATION**

Staff recommends that City Council APPROVE Right of Way Vacation 2009-1.

**CITY OF RIFLE, COLORADO  
ORDINANCE NO. 26  
SERIES OF 2009**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, APPROVING THE  
VACATION OF A PORTION OF THE ALLEY BEHIND 431 EAST 1<sup>ST</sup> STREET  
WITHIN THE CITY.

WHEREAS, Laurie Spakanik (hereinafter "Owner") owns certain real property located at 431 East 1<sup>st</sup> Street and known as a portion of Lot 4 and all of Lot 5, Block 6, Clarkson and Munro Addition to the Town of Rifle (hereinafter the "Property"); and

WHEREAS, a sixteen foot (16') wide alley is located south of the Property, which alley is not developed or capable of being developed because of topography; and

WHEREAS, Owner filed a Petition with the City of Rifle, Colorado, requesting that it vacate the portion of the alley adjacent to the Property (hereinafter "right-of-way vacation"), which right-of-way vacation is depicted on Exhibit A and incorporated herein by this reference, as it serves no public purpose; and

WHEREAS, the City shall not vacate any easement, right-of-way or roadway if doing so would jeopardize the rights of the public, or any public utility; however, in this case, the proposed right-of-way vacation would not jeopardize the public, any public utility, or deny any owner of access to their property; and

WHEREAS, pursuant to C.R.S. §43-2-303(1)(a), the City Council may vacate any roadway or part thereof located within the corporate limits of the City subject to any provision of the City Charter, the Constitution and the Statutes of the State of Colorado; and

WHEREAS, the City Council finds and determines that the right-of-way vacation is not presently needed nor will it need to be used by the City or the public, and it desires to grant the vacation.

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

1. Incorporation. The Rifle City Council adopts the foregoing recitals and conclusions as facts and determinations and incorporates them by reference as if set forth in full herein.
2. Vacation and Merger. A portion of the alley south of the Property as depicted on Exhibit A, is hereby vacated and this vacated right-of-way shall merge with the Property as provided by C.R.S. §42-2-302.
3. Recordation. The right-of-way vacation provided for herein shall not become

effective until this Ordinance is recorded with the Office of the Clerk and Recorder of Garfield County by the City.

4. Cost Reimbursement. Owner shall reimburse the City for all legal and engineering fees, expenses, and costs incurred in connection with this right-of-way vacation and Ordinance.

5. Waiver of Defects. In executing this document, Owner waives all objections she may have over defects, if any, in the form of this document, the formalities for execution, or over the procedure, substance, and form of the ordinances or resolutions adopting this document.

INTRODUCED on August 5, 2009, read by title, passed on first reading with amendment, and ordered published as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on August 19, 2009, passed without amendment, approved and ordered published in full as required by Charter.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF RIFLE, COLORADO

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

Mayor

ATTEST:

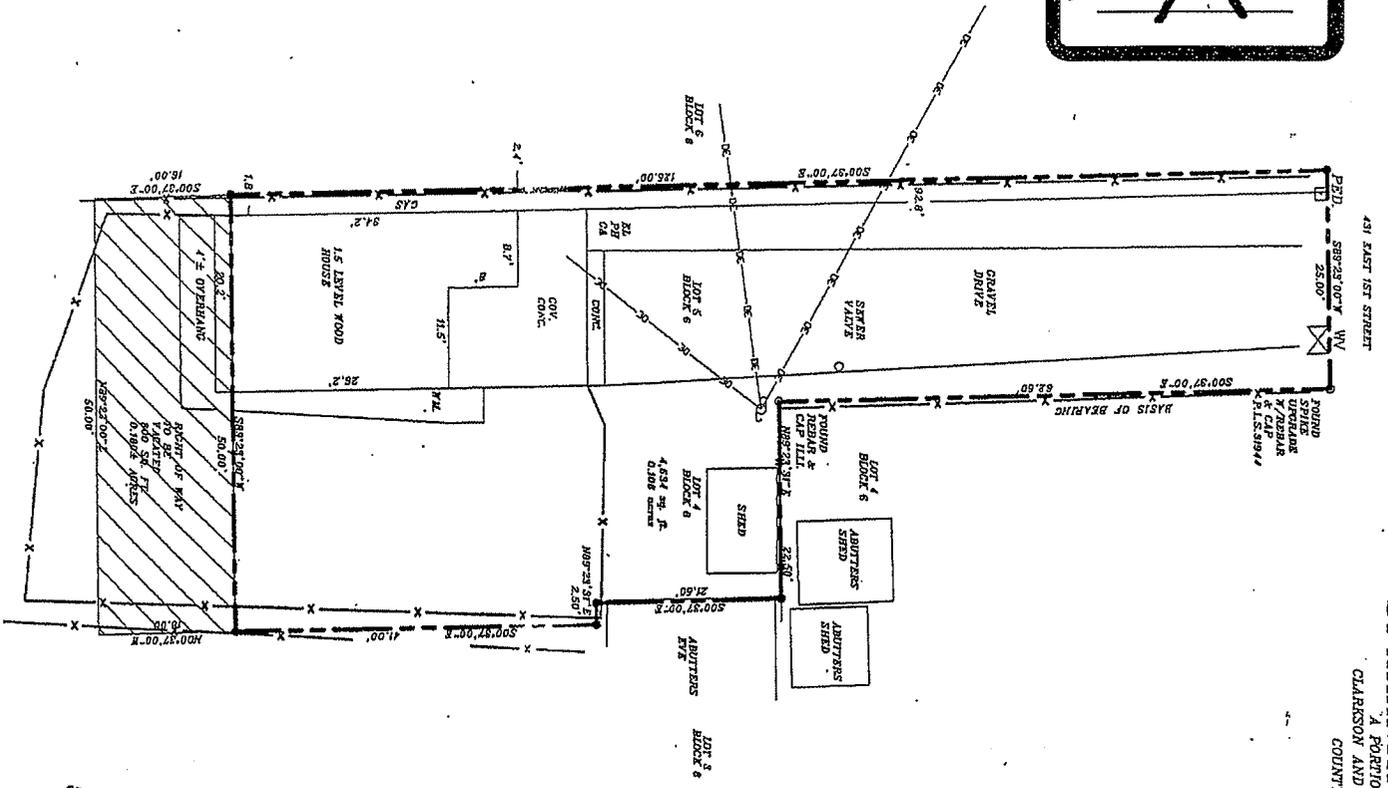
\_\_\_\_\_  
City Clerk

OWNER:

\_\_\_\_\_  
Laurie Spakanik

# SPAKANIK IMPROVEMENT SURVEY

A PORTION OF LOT 4 AND ALL OF LOT 5, BLOCK 6,  
CLARISON AND KUNHO ADDITION TO THE TOWN OF RIFLE,  
COUNTY OF GARFIELD, STATE OF COLORADO.



### PROPERTY DESCRIPTION

THIS SOUTH 62.50 FEET OF LOT FOUR (4) AND ALL OF LOT FIVE (5), BLOCK 6 IN THE CLARISON AND KUNHO ADDITION TO THE TOWN OF RIFLE, COLORADO, LESS AND EXCEPTING A PARCEL OF LAND DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 4, 25.00 FEET SOUTH OF THE POINT 208 FEET, THENCE SOUTH 90° A DISTANCE OF 25.00 FEET, THENCE EAST 90° A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

### NOTES & RECORDS:

- BASIS OF BEARING IS THE NW CORNER OF LOT 5 A SPIRE AND THE MOUNT-OF THE EAST LINE OF LOT 5 A BEARING & CAP HILL AS SHOWN.
- INNOVATION AND EXISTENCE SHOWN ARE FROM TITLE PLAT NO. 006077
- THIS DOES NOT REPRESENT A TITLE SEARCH BY THIS FIRM OR SURVEYOR.
- INDICATES SET BEARING & PLASTIC CAP SEE P.L.S. 31844 UNLESS NOTED.
- INDICATES OPEN-ENDED UTILITY.
- INDICATES FOUND KATZA VALVE.
- INDICATES FOUND KATZA VALVE.

### SURVEYOR'S CERTIFICATE

I, BRAUN A. STEINWANDER, BEING A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS IS THE BEST OF MY BELIEF AND KNOWLEDGE, I FURNISH CERTIFY THAT THE IMPROVEMENTS ON THIS DATE, 7/5/09, EXCEPT UTILITY CONNECTIONS ARE WITHIN THE BOUNDARIES OF THE PARCEL, EXCEPT AS SHOWN, THAT THERE ARE NO ENCUMBRANCES UPON THE PARCEL, AND THAT THERE IS NO APPEARANT EVIDENCE OR SIGN OF ANY EASEMENT CROSSING OR BOUNDING ANY PART OF SAID PARCEL, EXCEPT AS NOTED.

BRUN A. STEINWANDER  
COMMONWEALTH TITLE COMPANY

DATE: \_\_\_\_\_  
PLAT NO. 31844

NOTES & RECORDS:  
NOTICE: ACCORDING TO COLORADO LAW, ANY COURT CONCLUDES ANY OTHER COURT HAS JURISDICTION OVER THIS SURVEY, THE SURVEYOR SHALL BE DEEMED TO HAVE BEEN ADVISED OF SUCH COURT ACTION AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF HIS INTERESTS FROM THE DATE OF THE COMMUNICATION SHOWN HEREON.



SPAKANIK IMPROVEMENT SURVEY  
A PORTION OF LOT 4 AND ALL OF LOT 5, BLOCK 6,  
CLARISON AND KUNHO ADDITION TO THE TOWN OF RIFLE,  
COUNTY OF GARFIELD, STATE OF COLORADO.

PLAT NO.	31844
DATE	7/5/09
BY	BA
CHECKED BY	MS
DATE	7/5/09



## MEMORANDUM

**To:** John Hier, City Manager  
**From:** Mike Braaten, Government Affairs Coordinator  
**Date:** August 12, 2009  
**Re:** Solar Sales and Use Tax Rebate Ordinance – Second Reading

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I have revised the Solar Sales and Use Tax Rebate form and frequently asked questions given Council's comments from first reading of the ordinance.

To respond to Councilor Bascom's concern that any contractor could be installing solar, even though they may not be trained to do so. According to the building department, if a solar system was installed on a property in Rifle, a general contractor licensed to do work in the City would also have to provide proof to the building department that a state licensed electrician (for solar power) or a state licensed plumber (for solar hot water) did the work. The work would then also be inspected by the City (and the State Electrical Inspector in the case of electrical work) to ensure compliance with City code. Of note too - for a contractor to be licensed in the City they must provide a copy of their Liability Insurance and Worker's Compensation Insurance information to the building department.

The only way to ensure a solar-specialist installed the systems is to mandate installers provide proof of specific solar-training such as the North American Board of Certified Energy Practitioners training program in Solar PV installation. Although a certification can be used by the installer to promote his or her business, it is not essential to the proper installation of the system and would potentially limit installers available to Rifle property owners. Staff recommends against mandating installers have specialized training or certifications.

## City of Rifle - Solar PV and Solar Thermal Sales and Use Tax Rebate

The rebate is only available to Rifle property owners who install a solar photovoltaic (PV) and/or solar thermal (hot water) system after September 1, 2009.

Rebates are based on the City of Rifle sales and use tax paid on machinery specific to the installation of a solar PV or solar hot water systems. The maximum total rebate per property is limited to \$3,000 of total City tax paid. Only City of Rifle sales or use taxes will be considered for the rebate. The rebate cannot be applied retroactively for systems previously installed.

To obtain the rebate, provide the following documentation to the City of Rifle, Building Department, 202 Railroad Ave, Rifle, CO 81650, within 60 days of Rifle Building Department Certification of Completion or Occupancy.

1. This completed form
2. A legible copy of the purchase receipt(s) or contractor's invoice
3. A legible copy of the City of Rifle Permit Receipt
4. A copy of the Rifle Building Department certification of completion or certification of occupancy

### Please provide installation information as appropriate

Solar Electric (PV)	System size (kW):
Solar Thermal	Purpose (domestic, radiant heat, spa, etc.):
	Existing water heater powered by Natural gas _____ Electric _____

PROPERTY OWNER NAME: \_\_\_\_\_

RIFLE PROPERTY ADDRESS (WHERE SYSTEM IS INSTALLED): \_\_\_\_\_

CITY OF RIFLE PERMIT NUMBER: \_\_\_\_\_

CONTRACTOR NAME: \_\_\_\_\_

CONTRACTOR PHONE NUMBER: \_\_\_\_\_

PROPERTY OWNER PHONE NUMBER: \_\_\_\_\_

EMAIL (OPTIONAL): \_\_\_\_\_

TOTAL CITY RIFLE SALES/USE TAX PAID ON SOLAR SYSTEM (FOUND ON PERMIT RECEIPT): \$ \_\_\_\_\_

NAME & ADDRESS FOR REBATE CHECK (IF TO BE CUT TO ANYONE OTHER THAN THE PROPERTY OWNER):  
\_\_\_\_\_

SIGNATURE OF PROPERTY OWNER CERTIFYING THE ABOVE INFORMATION AS CORRECT

X \_\_\_\_\_ DATE: \_\_\_\_\_

## ***Supplemental Rebate Program Requirements and Frequently Asked Questions***

1. Systems eligible for the City of Rifle's rebate program must have been installed after September 1, 2009.
2. All solar thermal/hot water systems must be SRCC (or its successor organization) certified. For more information or systems that meet SRCC certification, check the Solar Rating Certification Corporation's website at [www.solar-rating.org](http://www.solar-rating.org).
3. All solar PV modules/panels installed in the City must be tested by a nationally recognized testing laboratory such as Underwriters Laboratories (UL).

### **What is the rebate?**

The rebate, implemented by City Ordinance, provides a maximum total rebate of Rifle sales and use tax up to \$3,000 for the installation of Solar PV and/or Solar Thermal systems on a single property. The rebate will be available to qualified systems installed in the City of Rifle after September 1, 2009.

### **What is eligible for the rebate?**

The City uses a definition similar to the Colorado Department of Revenue in that the rebate applies to the installed machinery, such as the solar panels (modules) and power inverter, but not to the supporting structures (if any) or to the transmission lines to or from the machinery. City staff will make the final determination if there are any questions related to what machinery or parts are eligible for the rebate.

### **Are taxes paid to another taxing district (state, county, etc.) subject to the rebate?**

No. Only City of Rifle sales and use taxes are eligible to be rebated. In no instance will a rebate exceed the amount of City taxes paid or the maximum rebate amounts provided by the program.

**Why is the City offering this rebate program?** The City is interested in reducing solar installation costs to property owners, encouraging the deployment of clean renewable energy, stimulating local businesses, keeping its residents' energy money local and diversifying the local economy.

### **What if I just bought my house and it already has a solar PV and/or solar thermal system and now I want to install a new system and/or expand the existing solar system?**

The \$3,000 rebate is available to expand or add new solar systems.

**Are owner installed/owner built systems eligible?** No. Due to the technical nature of the equipment and the potential dangers due to improper installation, to receive the rebate the City requires a homeowner to be or hire a professional contractor licensed to do business in the City of Rifle. Contact the Rifle Building Department for information on contractors licensed to perform work in Rifle.

**DISCLAIMER – This rebate program is scheduled to end August 31, 2012, but may be discontinued by Council action at any time.**



**CITY OF RIFLE, COLORADO  
ORDINANCE NO. 25  
SERIES OF 2009**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING  
SECTION 4-2-30 OF THE RIFLE MUNICIPAL CODE, "DEFINITIONS," AND  
ADDING A NEW SECTION 4-2-50 REGARDING SALES AND USE TAX  
REBATES FOR QUALIFIED PHOTOVOLTAIC AND SOLAR THERMAL  
SYSTEM INSTALLATIONS.

WHEREAS, the City of Rifle wishes to promote the deployment of clean, renewable energy in the community and stimulate economic development by diversifying the local economy and encouraging residents to spend their energy money locally; and

WHEREAS, to this end, the City wishes to implement a sales and use tax rebate program for qualified photovoltaic and solar thermal system installations; and

WHEREAS, the Rifle City Council finds and determines that the best interests of the City will be served by amending Section 4-2-30 of the Rifle Municipal Code and creating a new Section 4-2-50 to implement the rebate program accordingly.

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

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

Section 2. Section 4-2-30 of the Rifle Municipal Code, "Definitions," is hereby amended by the addition of new definitions for "Photovoltaic and Solar Thermal Systems," "Photovoltaic System Components," and "Solar Thermal System Components" to read as follows.

**4-2-30. Definitions.**

*Photovoltaic and Solar Thermal Systems* shall mean products or components that are intended to and capable of converting sunlight for the purposes of generating electricity or hot water for domestic or commercial use, industrial processes, space heating, pools, or spas.

*Photovoltaic System Components* include, but are not limited to, solar modules, trackers, generating equipment, supporting structures or racks, inverters, towers and foundations, balance or system components such as wiring, control systems, switchgears, and generator step-up transformers, and concentrating photovoltaic power components that include, but are not to, mirrors, plumbing, and heat exchangers. As used in this Chapter, photovoltaic power components shall not include any components beyond the point of generator step-up transformers located at the production site, labor, energy storage devices, or remote monitoring systems.

*Solar Thermal System Components* include, but are not limited to, solar collectors, including flat-plate collectors, evacuated tube collectors, solar air collectors, and concentrating solar thermal collectors, tanks for the storage of gases or liquids that have been heated or cooled by solar-generated energy, pumps, impellers, and fans for the circulation of gases or liquids that have been heated or cooled by solar-generated energy, heat exchangers used to transfer solar-generated energy, support structures, racks, and foundations for any of the above listed components, and any other system components such as piping, valves, gauges, fittings, insulation, and controls for any components described herein. As used in this Chapter, solar thermal components shall not include any components beyond the point of generator step-up transformers located at the production site, labor, energy storage devices, or remote monitoring systems.

Section 3. A new Section 4-2-50 of the Rifle Municipal Code, "Photovoltaic and Solar Thermal Systems," is hereby adopted to read as follows.

**4-2-50. Photovoltaic and Solar Thermal Systems.** The City shall rebate to the taxpayer a portion of sales and use taxes paid under this Chapter for Photovoltaic and Thermal Systems professionally installed on or after September 1, 2009. The sales and use tax rebate shall apply to purchases of Photovoltaic System Components and Solar Thermal System Components as defined in Section 4-3-20 only. To be eligible, the purchaser must comply with all rules and regulations for the program promulgated by the City and available for inspection at City Hall. This program shall not be deemed a change in taxing policy and shall terminate on August 31, 2012.

Section 4. The City hereby adopts the Solar Tax Rebate Rules and Regulations attached hereto as Exhibit A and incorporated herein by this reference. A copy of the Solar Tax Rebate Rules and Regulations will be available for inspection at Rifle City Hall during normal business hours and may be amended by future resolution of the City Council.

INTRODUCED on the 5<sup>th</sup> day of August, 2009, read by title, passed on first reading, and ordered published as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on the 19<sup>th</sup> day of August, 2009, passed without amendment, approved, and ordered published in full as required by the Charter.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF RIFLE, COLORADO

By \_\_\_\_\_

Mayor

ATTEST:

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

**CITY OF RIFLE, COLORADO  
SOLAR TAX REBATE PROGRAM  
RULES AND REGULATIONS**

Pursuant to Ordinance No. 25, Series of 2009, the Rifle City Council adopted the City of Rifle Solar Tax Rebate Program (the "Program"). The City offers a sales and use tax rebate to Rifle residents or businesses who install a solar photovoltaic and/or solar thermal (hot water) system between September 1, 2009 and August 31, 2012. Rebates are based on the City of Rifle sales and use tax paid on components specific to the professional installation of a photovoltaic or solar thermal system. The total rebate per property for the duration of the Program is limited to a maximum of \$3,000, regardless of the total amount of tax paid. To be eligible for the discount, applicants must meet the following requirements:

- Applicants must prepare and submit a copy of the City's Solar Tax Rebate Program application along with complete documentation to the City of Rifle Building Department within sixty (60) days of receipt of a Certificate of Completion or Occupancy.
- The rebate cannot be retroactively applied to previously installed systems. Only systems constructed between September 1, 2009 and August 31, 2012 are eligible.
- The rebate applies only to the purchase and professional installation of photovoltaic and solar thermal system components as defined in Section 4-2-30 of the Rifle Municipal Code. Supporting structures and transmission lines are not eligible for the rebate. City staff will make the final determination as to what machinery or parts are eligible.
- All eligible solar thermal systems must be certified by the Solar Rating Certification Corporation ("SRCC") or a successor organization.
- All solar photovoltaic modules installed in the City must be tested by a nationally recognized laboratory such as Underwriters Laboratories.
- The City of Rifle Solar Tax Rebate Program applies only to City of Rifle sales and use taxes. Taxes paid to other taxing districts such as the State or Garfield County are ineligible. In no instance shall a rebate exceed the amount of City taxes paid or the maximum rebate amounts provided by the Program.
- Eligible systems must be professionally installed due to the technical nature of the equipment and potential dangers which may result from improper installation. The applicant must demonstrate that a professional contractor licensed to do business in the City of Rifle installed the photovoltaic or solar thermal system.
- Notwithstanding the per property limitation above, applicants who purchase a property with an existing photovoltaic and/or solar thermal system and expand such system or implement an additional system are eligible for the Solar Tax Rebate Program regardless of whether the previous owner participated in the Program.



**LEAVENWORTH & KARP, P.C.  
ATTORNEYS AT LAW**

*EST. 1980*

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August 13, 2009

MEMORANDUM

TO: Mayor Keith Lambert  
Members of the City Council  
City of Rifle

FROM: Leavenworth & Karp, P.C.

RE: City of Rifle/Garfield County Library District Agreements

DATE: August 13, 2009

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I am writing to outline for you the various documents included in the packet for consideration and approval at the City Council meeting to be held on August 19. The entire transaction is rather complex.

The documents included in the packet for your consideration are:

1. Ordinance No. 27, approving an Intergovernmental Agreement between the City and the Garfield County Library District (Library District) and a Site Lease between the City and Library District.
2. The proposed Intergovernmental Agreement.
3. The proposed Site Lease.
4. Ordinance No. 28, approving the vacation of East Second Street between Railroad Avenue and East Avenue.

Please note that the two ordinances are emergency ordinances, the reasons for which are explained below.

#### Ordinance No. 27

The purpose of this ordinance is to approve the Intergovernmental Agreement and the Site Lease. The most recent versions are included in your packet. Because of the complex nature of these negotiations, there may be minor changes made prior to your meeting Wednesday; if so, those changes will be explained and shown to you in a redline version of relevant pages. Ordinance 27 is proposed as an emergency ordinance. The reason for the emergency ordinance is to ensure that the financing for the Library District can occur on August 26 as currently contemplated, to maintain the favorable financing proposal that would otherwise expire if the Library District was forced to wait until sometime in October for the effective date of the Site Lease and IGA. In addition, it is important, for construction timing and phasing purposes, to commence construction in September. Council may recall that one of the City's financing ordinances was done as an emergency for the same reason (i.e., to obtain the benefit of a favorable financing proposal that would otherwise expire).

#### Intergovernmental Agreement

The purpose of the Intergovernmental Agreement between the City and Library District is to address the obligations of the parties regarding their respective contributions to the Rifle Library/City Hall complex and Project. A new City Hall is not being built at this time but could be built at sometime in the future, pursuant to the terms and conditions of the IGA. The IGA generally defines the scope of the Project, which includes a new library structure, shared facilities (including a common entry, shared elevators and restrooms, and a shared infrastructure component), a civic plaza, and a parking lot (potentially including an upper level parking deck over the south half of the parking lot). The terms of the IGA include:

- I. The Library District is solely responsible for all costs of construction of the Project, excluding the civic plaza. This includes an at-grade parking lot, the library structure, the demolition of existing structures, including the existing library, and related costs.
- II. The City's obligations include:
  - (i) Up to \$140,000.00 for design costs related to the civic plaza area. The Library District will be responsible only for surveying and site preparation of the Civic Plaza. The \$140,000.00 is also intended to include 50% of design costs of the second level parking deck.

- (ii) \$500,000.00 as a Cash Contribution to the Project to be used to pay part of the costs of the parking lot. This Cash Contribution will be paid this year but is only required if the project goes forward and financing by the Library District.
  - (iii) The City's agreement to pay for the cost of operation, maintenance, repair and replacement of all areas of the project property located outside of the library structure. The library maintains the common entry area and elevators. This obligation will terminate in the event of a Library District default on its financing and the assumption of the Site Lease by the Trustee of the Library's financing proposal.
  - (iv) The City's agreement to enter into the Site Lease Building Area lease for the benefit of the Library District.
- III. Upon the demolition of the existing library structure, the 1983 lease agreement from the City to Library District of the current library site will be terminated.
- IV. The Library District will convey to the City the properties it has purchased on the south side of East Second Street consisting of Lots 13-18, of Block I at no cost. In general, this will be location of the parking lot to be constructed.
- V. The agreement contemplates the vacation of East Second Street between Railroad Avenue and East Avenue to allow the project to be constructed, which vacation is the subject of Ordinance No. 28.
- VI. The IGA discusses the \$2 million DOLA Grant that was applied for by the City. Of this amount, \$1.5 million will be used to construct the parking deck and \$500,000.00 will be used for the construction and installation of improvements to Civic Plaza. In the event of a partial award of the Grant, the structural components of the parking lot and Civic Plaza remain a priority for the use of such Grant funds. The City retains the right to construct any or all of Civic Plaza, to the extent of available funding. The City's Cash Contribution of \$500,000.00 is a contribution towards the parking lot, not the construction of Civic Plaza.
- VII. If desired in the future, the minimum 98 parking spaces, together with any additional parking spaces constructed as part of the parking deck or otherwise, will be allocated 1/3 to the City, 1/3 to the Library and 1/3 for public use in connection with the City and Library. The City will own and maintain the parking lot, including the parking deck if constructed.

- VIII. The Library District is responsible for the costs of installation landscaping and underground irrigation for the entire parcel, except the Civic Plaza area.
- IX. Because many of the improvements will be public improvements to be owned and maintained by the City, paragraph 8 of the IGA contains language similar to a subdivision improvement agreement.
- X. The IGA also addressed the potential use of the library structure for common purposes, including the City's right to utilize a common entrance (entrance area, including elevators and restrooms) that will be built and maintained by the Library District. The IGA, as well as the Site Lease, also contemplate other common uses, particularly of the library structure and Site Lease Building Area, such as more infrastructure, IT systems, HVAT systems, trash areas and service areas, etc.
- XI. There are other provisions contained in the IGA for the City's and Library District's protection such as insurance, indemnities, remedies, etc. You should be aware that termination of the IGA or the Site Lease is not an available remedy, only specific performance.

#### Site Lease

The purpose of the Site Lease is to lease, for 99 years (which continues each year for another year (a "rolling 99 year term")), unless either party provides prior written notice of termination, in which case the lease would remain in effect for the balance of the 98 year term. In effect, the City should consider the lease perpetual in nature. The property to be leased will generally consist of the property shown on Exhibit A to the IGA (which Matt Sturgeon will include on your desk at the meeting). The Site Lease contains the following provisions of which you should be aware:

- A. The Site Lease leases to the Library District a parcel of land located in the northeast quarter of Block H (the location of City Hall). The property to be leased includes the existing City Hall parking lot and a portion of East Second Street to be vacated, pursuant to Ordinance No. 28. An as-built legal description will be prepared following construction with the northern boundary to be the alley on the north side of City Hall; the east boundary to be the right-of-way on East Avenue; and the southern and western boundaries to be east-west and north-south lines, respectively, running along the westerly and southerly portions of the building as constructed.

The consideration for the lease is \$1.00.

- B. In the event of a default by the Library District, which is financing the construction

through a complicated arrangement described below, the City has a right of first refusal to purchase the lender's remaining debt owed on the Certificates of Participation that will be issued to pay for the construction. Because the financing is being undertaken to finance both improvements in New Castle and Rifle, the City would only be required to pay the share of such remaining debt that is "allocable" to the Rifle facility.

- E. Article VII of the Site Lease addresses the common use by the Library District and the City of the City's property in Block H, Block I, and the vacated right-of-way. In general, the parties can both use that property for parking and access, subject to the terms of the IGA, and for construction staging and utility purposes. In addition, Section 7.04 of the Site Lease addresses the fact that there will common areas shared within the Library Site Leased property for a common entry, a shared elevator and restrooms, and utility infrastructure. The types of shared infrastructure are described in paragraph 7.04. These cross access provisions are irrevocable.
- F. There are other numerous terms included in the Site Lease for the protection of the City's interests. Because the foregoing discussion highlights the provisions relevant to the Council's consideration, I will not discuss those at length but would be happy to answer any questions Council may have.

#### Ordinance No. 28, East Second Street Vacation

To consolidate the City's existing holdings in Block H and the property to be conveyed to the City in Block I, Ordinance No. 28 will vacate the right-of-way for East Second Street between Railroad Avenue and East Avenue. This will consolidate the parcels into a larger parcel. The emergency nature of the ordinance is for the same reasons discussed under Ordinance No. 27. The ordinance is effective upon recordation, but will not be recorded until after the City has acquired the Library District's property in Block I, to ensure that all of the right-of-way vacated becomes property of the City.

#### Conclusion and Recommendations

The Library District is financing the construction of the project by the issuance of Certificates of Participation. These will be purchased by investors and non-taxable interest will be paid to the investors by the Library District. The form of the payments by the Library District will be in annual lease payments (the arrangement is a lease-purchase arrangement), subject to annual appropriation by the Library District. The Library District will assign the Site Lease to a Trustee, who will hold the Site Lease for the benefit of the purchasers of the Certificates of Participation. In turn, the Trustee will lease back the Site Lease property to the Library District, which will allow for the

construction of the library structure. In the event of a default by the Library District, the Trustee will assume possession of the Site Lease property and building and, presumably rent the structure for private office or public uses to allow for the repayment to the investors of the Certificates of Participation, which function effective as bonds. The term of the assignment or sublease to the Trustee by the Library District is 50 years, or such period as it takes to payoff the debt evidenced by the Certificates, whichever is less. Therefore, if the Library District were to default, there is a potential that the Library District building could be occupied by a non-public entity, and the Trustee would gain the benefit of the parking and access provisions of the Site Lease, although the IGA provides for the termination of the City's obligation to maintain and repair the Site Lease property. The Trustee and the sub-tenants, would be bound by the City's right to utilize the common areas that may ultimately be constructed and utilized by the City.

Staff recommends approval of Ordinance Nos. 26 and 27.

Recognizing that this is an extremely complex transaction, we will be happy to answer any questions Council may have at your meeting on the 19<sup>th</sup>.

**CITY OF RIFLE-GARFIELD COUNTY PUBLIC LIBRARY DISTRICT**

**RIFLE LIBRARY/CITY HALL COMPLEX**

**INTERGOVERNMENTAL AGREEMENT**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement") for a Rifle Library/City Hall Complex is entered into this 19<sup>th</sup> day of August, 2009 by and between the CITY OF RIFLE, a Colorado Home Rule Municipality (hereinafter the "City"), and the GARFIELD COUNTY PUBLIC LIBRARY DISTRICT, a legal and political subdivision of the State of Colorado (hereinafter the "Library District").

WITNESSETH:

WHEREAS, pursuant to the provisions of Section 29-1-201 *et seq.*, C.R.S., as amended, the parties hereto have the authority and are encouraged to enter into intergovernmental agreements to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, the Library District has determined that it has a need for additional library and administrative space in western Garfield County in the City of Rifle and desires to construct a new library generally located in the northeast corner of property owned by the City and currently used as a parking lot for City Hall (the "Library Facility"); and

WHEREAS, in conjunction with the construction of the Library Facility and to replace the displaced City Hall parking, the Library District desires to construct a parking lot and prepare common space to be used jointly by the City and the Library District (the entire construction project shall hereinafter be referred to as the "Project"); and

WHEREAS, as contemplated or provided for in this Agreement, the project will be located upon property in Block I to be owned by the City consisting of Lots 1-12 of Block H, property to be acquired by the City from the Library District as provided for below, the East Second Street Right-of-Way provided for below, and Lots 19, 20, 21, 22, 23, and 24, Block I, all in the Town (now City) of Rifle; and

WHEREAS, the parties desire to set forth in this Agreement their understandings and specific terms and conditions regarding the construction of the Project.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements of the parties as set forth herein, the parties agree as follows:

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

2. The Project. The Project will be located to the north and south of, and on, East 2<sup>nd</sup> Street between Railroad Avenue and East Avenue in Rifle, Colorado and consists of the construction of an approximately 26,070 square foot Library Facility and parking lot (the "Parking Lot"). The Project includes the demolition of the current library and the structures on the south side of East 2<sup>nd</sup> Street between Railroad Avenue and East Avenue. A general layout of the Project is shown on Exhibit A attached hereto and incorporated herein by this reference. As part of the design of the Project, the Library District's architect is also designing a courtyard/civic plaza shown on Exhibit A (the "Civic Plaza") and programming a future City Hall for the benefit of the City (collectively the "City Design Work"). The City Design Work is part of the Library District's contract with the architect for the Project, but the City agrees to pay for the City Design Work in a total amount not to exceed \$140,000.00, which amount also includes fifty percent (50%) of the design costs of a second level parking deck over the Parking Lot, the potential construction of which is described more fully in Section 5B below. The City shall reimburse the Library District for the costs of the City Design Work within thirty (30) days of receiving an invoice from the Library District. The City shall have final approval of the design for the Civic Plaza. The City agrees it shall be responsible for the costs of any improvements to construct the Civic Plaza beyond general site preparation which is part of the Project. Construction of improvements to the Civic Plaza is also described more fully in Section 5B below. Except as otherwise provided for herein, the Library District is responsible for all costs related to the Project, including design, all construction costs of the Library Facility and Parking Lot, the extension or relocation of utilities, and the demolition of existing structures. The Library District further agrees that the final design, architecture and materials of the Project will be substantially similar to those reviewed by the City at the time it executed this Agreement.

3. Property Transactions.

A. City Lease to Library District. Commencing August 26, 2009, the City agrees to lease to the Library District for a term of ninety-nine (99) years (on a rolling term basis) that real property described as the Site Lease Building Area pursuant to the terms and conditions of that certain Site Lease attached hereto as Exhibit B and incorporated herein by this reference. The City shall have the right to continue using the Site Lease Building Area as parking for City Hall until such time as construction of the Project commences pursuant to the terms contained herein.

B. Termination of Library District Lease. That certain Lease Agreement dated March 16, 1983 between the City and the Library District shall terminate and be of no further force or effect contemporaneously with the Library District's vacation and completion of demolition of its current library facility with all possessory interests to such property returning to the City, which vacation and commencement of demolition is estimated to occur on or around November 2009.

- C. Conveyance of Properties to the City. The Library District purchased those certain properties on the south side of East 2<sup>nd</sup> Street across from City Hall described as follows:

Property No. 1: Lots 13 and 14, Block I, Town (Now City) of Rifle

Property No. 2: Lots 15, 16 and 17, Block I, Town (Now City) of Rifle

Property No. 3: Lot 18, Block I, Town (Now City) of Rifle

(collectively the "Acquired Properties"). The Library District shall convey to the City the Acquired Properties by Special Warranty Deed prior to the recordation of an ordinance vacating East 2<sup>nd</sup> Street discussed in Section 4 below. A title insurance policy(s) shall be issued to the City and the Library District shall pay the premium(s) for the title insurance policy in minimum amount of available coverage equal ; provided the City may obtain additional coverage at its sole expense.

- D. Temporary Construction Easement. The City hereby grants, subject to the terms hereof and the Site Lease, to the Library District a temporary construction easement over the City's property shown on Exhibit A (which includes the Acquired Properties to be conveyed to the City and the vacated East 2<sup>nd</sup> Street Right-of-Way) outside the exterior walls of City Hall for the construction of the Project subject to the City's approval of the Temporary Construction Easement and Construction Plan required by Section 7 below.

4. Vacation of a Portion of East 2<sup>nd</sup> Street. The City agrees it will consider an ordinance to vacate East 2<sup>nd</sup> Street between Railroad Avenue and East Avenue to allow the Project to be constructed, which vacation will vest the real property comprising this vacated portion of 2<sup>nd</sup> Street with the City following the conveyance of the Acquired Properties, as it will be the fee simple owner of all adjacent properties.

5. Parking Lot/Structure and Civic Plaza.

- A. Plans and Specifications. As part of the Project, the Library District agrees to construct the Parking Lot at-grade with at least ninety-eight (98) spaces engineered and structured so that it may be expanded with a second level parking deck over the south half of the Parking Lot. The construction of such parking deck is described in Section 5B below. In addition, as part of the Project, the Library District agrees to prepare the

site for the Civic Plaza shown on Exhibit A, which final site preparation is subject to the City's review and approval. The City's ownership and maintenance obligation set forth in Section 5D below, its contribution of up to \$140,000.00 pursuant to Section 2 above, and its \$500,000.00 set forth in Section 5B below (the City's Cash Contribution) is the total contribution required by the City towards the construction of the Project.

B. DOLA Grant for Parking Structure and Civic Plaza.

i. DOLA Grant. The parties have jointly applied for an Energy Impact Grant from the Department of Local Affairs in the amount of \$2,000,000.00 ("DOLA Grant") to assist with the estimated cost of constructing a second level parking deck to turn the Parking Lot into a Parking Structure and for the construction of improvements for the Civic Plaza. The receipt of all of the requested DOLA Grant funds are preliminarily allocated as follows: \$1,500,000.00 towards the parking deck to be built as part of the Parking Structure and \$500,000.00 towards the construction and installation of improvements to the Civic Plaza, including surveying other than that survey work required for site preparation. The Library District agrees that its bid package and contract for the Project will allow the add-on of the parking deck as part of the Parking Structure and improvements to the Civic Plaza as alternatives which will be paid for with the DOLA Grant or additional funds contributed by the City.

ii. City's Cash Contribution. The City agrees to contribute \$500,000.00 ("City's Cash Contribution") as its match for the DOLA Grant, which amount the City agrees to pay to the Library District pursuant to the terms of the award of the DOLA Grant or by December 31, 2009, whichever occurs first. As consideration for the construction of the Parking Lot, the City agrees to make the City's \$500,000.00 Cash Contribution towards the Project by December 31, 2009 even if no DOLA Grant funds are awarded; provided however upon the Library District receiving the required financing for the Project and commencing construction of the Project by that date. The City's Cash Contribution shall be used for construction of the Parking Lot only, regardless of the terms of the DOLA Grant. Provided however, if the DOLA Grant is approved, that portion of the City's Cash Contribution shall be utilized as the Cash Match, to the extent required.

iii. Partial Award of DOLA Grant. In the event the parties do not receive the DOLA Grant or receive less than the total requested amount necessary to construct the parking deck and/or all Civic Plaza, the construction of the Parking Structure and/or Civic Plaza may need to be reduced in scale to meet the City and Library District's budget for this add-on to the Project; provided, however, the Parking Lot to be constructed by the Library District as part of the Project shall contain a minimum of 98 parking spaces and shall be engineered and constructed in a manner to allow a future addition of a second level parking deck. In the event of a partial award of the DOLA Grant, the parties agree that priority will be given to constructing improvements to the Civic Plaza and structural components on the Parking Lot to allow for second level parking deck over the Parking Lot to be constructed in the future, and an amendment to this Agreement will likely be required to renegotiate the specifics of the Parking Structure and construction of improvements to the Civic Plaza.

- C. Allocation of Parking. The parties agree that all parking spaces in the Parking Lot shall be open, public parking; provided, however, rights to parking spaces associated with each party's facilities shall be allocated as follows:

City Hall:	33
Library Facility:	33
City-Owned Public:	32

If DOLA Grant funds are awarded allowing for the construction of the Parking Structure, the total number of parking spaces contained in the Parking Structure shall be allocated to the same uses by the same percentages above. If in the future it becomes necessary to implement time restrictions or assign certain parking spaces for the exclusive use of the City or the Library District, and place appropriate signage at each party's expense, the parties agree to amend this Agreement and enter into a Shared Parking Agreement regarding such exclusive or restricted use.

- D. City's Ownership and Maintenance of the Parking Lot/Structure and Civic Plaza. The City agrees that upon the completion of construction and acceptance by the City of ownership of the Parking Lot or Parking Structure, as the case may be, and the Civic Plaza, the City shall be responsible for all operations, maintenance, repair and replacement costs of the Parking Lot or Parking Structure and the Civic Plaza, except patios and balconies in the Site Lease Building Area, which shall be reserved for the exclusive use of the Library District.

6. Landscaping. In consultation with the City, the Library District, as part of the Project, will prepare a landscape and irrigation plan for the City's review and approval and install the approved landscaping and underground irrigation as part of the Project, excluding the Civic Plaza. The City agrees that upon the completion of construction of the Project and acceptance by the City of ownership of all landscaping, the City shall be responsible for all maintenance, repair and replacement of all landscaping, including landscaping on the Site Lease Building Area.

7. Temporary Construction Easement and Construction Plan for the Project. The Library District acknowledges that the construction of the Project will severely disrupt operations and business at City Hall. Prior to the commencement of construction, including demolition of structures or mobilization, the Library District shall prepare and submit for the City's review and approval a Temporary Construction Easement and Construction Plan setting forth a plan for operations at City Hall during construction of the Project including, without limitation, the various construction phases; work schedule; hours of construction; City Hall parking and transportation alternatives for employees and citizens; contractor parking; construction mobilization; vehicle, materials and construction staging areas; material transfer methods; and the like.

8. Public Improvements.

A. Construction of Public Improvements. All parking areas and, if applicable, second story parking deck, civic plaza (to the extent of site preparation as described herein), streets, curb, gutter, drainage improvements, water lines, irrigation, water facilities, sewer lines, sewer facilities, hydrants, water or sewer distribution facilities and any other improvements to be conveyed to the City for its ownership and maintenance and required by this Agreement and shown on the construction plans prepared by \_\_\_\_\_, as Job No. \_\_\_\_\_ dated \_\_\_\_\_, as it may be amended (the "Public Improvements") shall be installed and completed at the expense of the Library District.

i. The Public Improvements shall be constructed in conformance with the plans and specifications submitted by the Library District and approved by the City Public Works Director or his/her designee, including all supplemental plans and specifications, the City of Rifle Public Works Manual then in effect, and the utility plan (hereinafter collectively referred to as "Plans and Specifications").

ii. The Library District shall provide at its sole cost and expense all necessary engineering designs, surveys, field surveys,

and incidental services related to the construction of the Public Improvements; provided however, as to the Civic Plaza, only such work as is necessary to do site preparation work shall be the Library District's responsibility.

- B. Pre-Construction Meeting. The Library District shall hold a pre-construction meeting between the City Engineer and Public Works Director and the Library District, its engineer and contractor for the purpose of discussing all construction issues that will be required for this project.
  
- C. Construction Observation and Inspection.
  - i. Construction Inspection. The Library District shall be responsible for ensuring that its certified professional engineer provides construction inspection services as necessary to allow the Library District's engineer to provide a stamped certification, when improvements are submitted to the City for acceptance, that the Public Improvements have been constructed in accordance with the Plans and Specifications approved by the City.
  
  - ii. Construction Observation by the City. The City shall have the right to make engineering observations at reasonable intervals during construction of the Public Improvements. The City will use its best efforts to utilize City staff for engineering observations to minimize outside consultant costs; however, if the City uses consultants for engineering observation, it shall notify the Library District of this event and such costs shall be at the Library District's expense. Observation, acquiescence in or approval by any engineering inspector of the construction of any physical facilities, at any particular time, shall not constitute City approval of any phase of construction of the Public Improvements. City approvals shall be made only after completion of construction and in the manner hereinafter set forth. To assist the City in monitoring the installation of the Public Improvements, a supervisor employed by the Library District's general contractor shall inspect the Public Improvements on at least a weekly basis, and shall provide the City Public Works Director or his/her designee with supervisor's field and inspection notes relating to the installation of the Public Improvements which have been reviewed and stamped by a professional engineer. The supervisor shall regularly apprise the City Public Works Director or his/her designee of the status of the work on the Public Improvements. Further, the Library District at its own expense shall have an

approved geotechnical engineer monitor the methods of construction and backfill, to ensure such work is being completed in conformance with the approved Plans and Specifications, and accepted standards for such work. The geotechnical engineer shall conduct inspections and testing as directed by the City Public Works Director or his/her designee. The City agrees to respond to requests for interim inspections in a timely manner and to respond not later than ten (10) business days after a request for a final inspection. Nothing in this paragraph shall be construed to constitute an acceptance by the City of the Public Improvements, which approval and acceptance shall only occur pursuant to the specific provisions below.

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

Once the as-built drawings and costs summary are approved, and any and all corrections are completed, the City Public Works Director or his/her designee shall certify in writing that all Public Improvements are in conformity with the Plans and Specifications, and the date of such certification shall be known as the "Acceptance Date".

- E. Acceptance; Conveyance. On the Acceptance Date, the Library District shall execute a quit-claim deed to the City conveying any interests it has in the Public Improvements. The Library District shall also execute a bill of sale conveying the Public Improvements to the City, free and clear of all liens and encumbrances. All Public Improvements conveyed to the City shall be warranted for a period of twelve (12) months from the Acceptance Date, as provided below.

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

- i. The title conveyed shall be good and its transfer rightful;
- ii. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- iii. Any and all facilities so conveyed shall be free of any defects in materials or workmanship for a period of one (1) year.

9. Future City Hall/Shared Use of Site Lease Property. The Library District agrees that the City shall have the right to connect a future City Hall to the Library Facility as generally programmed by the Library District's architect through the design of the Project (the "Future City Hall"). The City agrees to coordinate with the Library District through the City's design process of the Future City Hall and negotiate a party wall/construction agreement with the Library District prior to construction, which party wall/construction agreement the Library District shall not unreasonably deny. The City shall have the right, and the Library District hereby grants to the City, the right to access and utilize a shared entrance with the Library Facility for the Future City Hall/Library Complex, including shared use of the entrance space on the first and second floor, public restrooms, and elevator to be constructed by the Library District as part of the Project. In addition, as provided in the Site Lease, the City shall have the right to access and connect the Future City Hall to components of the Library Facility, such as the Library Facility's HVAC system, ducts, mechanical room, water and sewer lines, emergency generator, IT room and other shared uses identified in the Site Lease, as if the Future City Hall were an addition to the Library Facility,. Subject to the rights granted to the City and Library District contained in the Site Lease, the terms of these shared uses shall be negotiated at that time. As additional consideration for the Site Lease Property, the Library District agrees to remain responsible for all costs related to the elevator first and second floor bathrooms in the common entrance, and common entrance area serving the Library Facility and Future City Hall as well as the costs of the library structure that will contain common infrastructure. The City shall also coordinate with the Library District regarding construction nuisances related to the construction of the Future City Hall to accommodate the continuing operation of the Library Facility during such construction in a manner similar to the Temporary Construction Easement and Construction Plan developed for the construction of this Project.

10. Maintenance of the Site Lease Property. The City agrees to maintain the Site Lease Property up to but not including the exterior walls, windows and roof of the

Library Facility; provided, however, any extraordinary maintenance issues and costs caused by design flaws of the Projector the unique, special needs of the Library District shall not be covered under this commitment. Maintenance includes operations, maintenance, repair and replacement, including snow plowing, of the entrances to the Library Facility, landscaping, irrigation, planters, sidewalks, railings, service entrances and access, joint trash areas, retaining walls, and the light fixtures not attached to the Library Facility, but does not include patios and balconies designated for Library Facility use. Nothing herein precludes the Library District at its expense from maintaining such areas of the Site Lease Building Area if it is dissatisfied with the City's level of maintenance. In the event the Library District defaults under its financing obligations described in the Site Lease and a third party takes possession of the Site Lease Property, the City's maintenance obligations of the Site Lease Building Area set forth in this section shall terminate and such obligations shall be the responsibility of the party in possession. The Library District shall maintain at its cost the exterior walls, windows and roof of the Library Facility, the service entrances and areas, designated patios, balconies and all interior space of the Library Facility. The Library District shall maintain the Library Facility in a safe, neat and attractive condition and in good and serviceable repair. Following the initial construction of the Library Facility, and prior to the Library District commencing any alterations to the exterior of the Library Facility, the City shall review and approve any plans for such alterations for their compatibility with the existing City Hall and the future City Hall. The Library District shall repair all damage to the Library Facility caused by its operations and/or by its employees, customers, guests, contractors, agents and invitees. Security of the Library Facility shall be the sole responsibility of the Library District and nothing in this Lease shall be construed to impose such security obligations upon the City. The City shall not be liable for any loss or damages suffered by the Library District from use and occupancy of and operation upon the Site Lease Building Area.

11. Payment and Performance Bonds. The Library District agrees that the City will be a named beneficiary on the payment and performance bonds for the construction of the Library Facility. In the event any individual or entity attempts to assert a mechanics', materialmen's or other type of lien or claim against the Site Lease Property, to the extent permitted by law the Library District shall indemnify City from such claim, including the cost of defense.

12. Indemnity.

A. General. The Library District assumes the risk of loss or damage to the Library Facility and any associated improvements and contents constructed on the Site Lease Property or City-owned property, whether from windstorm, fire, earthquake, snow, water runoff, vandalism or any other cause or causes whatsoever. To the extent permitted by law, the Library District hereby agrees to indemnify and hold harmless the City, its officers, employees, agents, and assigns from and against all claims and

damages of any kind, including attorney's fees, brought by anyone, arising out of this Agreement, the Lease or out of the Library District's or its contractors', agents', employees', or tenants' use and occupancy of and/or operations on the Site Lease Property or City-owned property, other than those resulting from the negligence or willful misconduct on the part of the City, its officers, agents, employees, and assigns.

- B. Employees. It is further expressly understood by the parties that employees of the Library District and its contractors, agents, and tenants are not employees of the City for any purpose.

13. Insurance.

- A. Types and Limits. The Library District, to the extent that the following coverages apply to its occupancy of and operations on the Site Lease Property, shall furnish and maintain at all times at its own cost and expense, the following types of insurance in at least the minimum limits stated, below, and in the Minimum Standards:

(i). public liability insurance, including personal injury, property damage, "premises", "products" and "completed operations", and "contractual liability";

\$1,000,000 per occurrence and \$2,000,000 aggregate;

The contractual liability coverage shall specifically insure the hold harmless provision in Section 12(A) above.

(ii). "all risks" builders' insurance, during construction.

(iii). "all risks" property damage insurance for the replacement costs of the Library Facility and associated improvements.

- B. Aggregate Coverage Limits/Additional Insured/ Certificates. If any aggregate limit set forth above is reduced below the stated amount, because of claims made or paid during a policy period, the Library District shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision. Insurance coverage shall be written with companies licensed to do business in Colorado, and the policy or policies shall be in a form satisfactory to the City and properly filed with and approved by the Colorado Department of Insurance. The Library District shall demonstrate contractual liability coverage supporting the indemnity provision of this Agreement either through policy language or by waiver of exclusion. The

City shall be named as an additional insured. The certificate shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving thirty (30) days written notice by certified or registered U. S. Mail, return receipt requested, to the City at its address identified below. Certificate(s) of Insurance and appropriate endorsements, documenting the coverage required by this Agreement, shall be delivered to the City on the initial and each policy renewal date. The Builder's Insurance Certificate shall be delivered to the City or its designee prior to the start of construction on any new construction by the Library Facility.

- C. Application of Insurance Proceeds. The Library District shall apply insurance proceeds, payable by reason of loss or damage to the Library Facility to the restoration of the improvements on the Site Lease Property.
- D. Workers' Compensation. The Library District shall carry Workers' Compensation Insurance, as required by Colorado law and regulation. Certificate(s) of Insurance documenting such coverage shall be delivered to the City on the initial and each policy renewal date. The City shall not be named as an additional insured. The City, its officers, agents or employees shall not be responsible for any claims or actions occasioned by the Library District's failure to comply with the provisions of this Section. Further, during any construction of the Project, the Library District shall require proof from the Library District's general contractor documenting the contractor's Workers' Compensation coverage. The Library District shall also require the general contractor to provide proof from each subcontractor that the subcontractor is insured, as required by the Colorado Workers' Compensation Act, or, shall require the general contractor to accept coverage responsibility for subcontractors without insurance or with inadequate Workers' Compensation coverage.

14. No Waiver of Governmental Immunity Act. Nothing herein shall be deemed a waiver of the Colorado Governmental Immunity Act (C.R.S. §24-10-101 *et. seq.*- the "GIA") for either party. The parties shall defend and hold each other harmless to ensure that there is no contravention of the intent of the GIA regardless of which party's property a claim from the activities subject to this Agreement may arise.

15. Payments Subject to Annual Appropriations. Any payment obligation required under this Agreement shall be subject to annual appropriations by the paying party in its sole discretion.

16. Agreement Contingent on Financing. The Library District intends to finance the Project through the issuance of Certificates of Participation ("COPs"). In the event the Library District is not able to finance the Project through the COPs or other

sources by December 30, 2009, this Agreement and the obligations placed on each party shall become null and void, except for the City's reimbursement to the Library District of the City Design Costs actually incurred by the Library District by that date or the date the Library District notifies the City it is unable to obtain the required financing, whichever occurs first.

17. Notice. All notices, requests, demands, consents, and other communications pertaining to this Agreement shall be transmitted in writing and shall be deemed duly given when received by the parties at their addresses below or any subsequent addresses provided to the other party in writing.

Notice to the City:                   City of Rifle  
  c/o City Manager  
  P.O. Box 1908  
  Rifle, CO 81650

With Copy to:                         Leavenworth & Karp, P.C.  
  P.O. Drawer 2030  
  Glenwood Springs, CO 81602

Notice to Library District:       Garfield County Public Library District  
  c/o Executive Director  
  796 Megan Avenue, Suite 100  
  Rifle, CO 81650

With Copy to:                         Stuver Lemoine & Clifton, P.C.  
  120 W. 3rd Street  
  Rifle, CO 81650

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

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

20. Attorney Fees and Costs. In any dispute arising from or relating to this Agreement, the prevailing party shall be awarded its reasonable attorneys' fees, costs and expenses, including any attorneys' fees, costs and expenses incurred in enforcing or collecting upon any judgment, order or award.

21. Default, Cure, and Remedies. The default, cure, and remedies provisions of the Site Lease shall apply to this Intergovernmental Agreement and are incorporated herein by this reference.

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

IN WITNESS WHEREOF, the City and the Library District have caused this Agreement to be executed in duplicate originals on the day and year first set forth above.

**CITY OF RIFLE, COLORADO**

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

ATTEST:

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

**GARFIELD COUNTY PUBLIC LIBRARY DISTRICT**

By \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

**CITY OF RIFLE, COLORADO**  
**ORDINANCE NO. 27**  
**SERIES OF 2009**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF RIFLE AND THE GARFIELD COUNTY PUBLIC LIBRARY DISTRICT CONCERNING THE RIFLE LIBRARY/CITY HALL COMPLEX; APPROVING A SITE LEASE BETWEEN THE CITY OF RIFLE, AS LESSOR, AND THE GARFIELD COUNTY PUBLIC LIBRARY DISTRICT, AS LESSEE; AND DECLARING AN EMERGENCY.

WHEREAS, the Garfield County Public Library District (the "Library District") has determined that it has a need for additional library and administrative space in western Garfield County in the City of Rifle (the "City") and desires to construct a new library in the northeast corner of property owned by the City and currently used as a parking lot for City Hall (the "Library Facility"); and

WHEREAS, in conjunction with the construction of the Library Facility and to replace the displaced City Hall parking, the Library District desires to construct a parking lot and prepare common space to be used jointly by the City and the Library District (the entire construction project shall hereinafter be referred to as the "Project"); and

WHEREAS, construction of the Project requires the lease of certain real property owned by the City to the Library District, and to that end the parties have agreed to enter into a Site Lease; and

WHEREAS, the City and Library District also desire to enter into an intergovernmental agreement setting forth, among other items, terms and conditions for conveyance of additional real property to the City, construction and financing of the Library Facility, including the City's contribution, vacation of a portion of East 2<sup>nd</sup> Street to accommodate new construction, expenditure of grant funding, construction of a parking lot structure and a new civic plaza, landscaping, construction of public improvements and attendant easements, and future location of a new City Hall;

WHEREAS, due to the risk of higher interest rates to the Library District jeopardizing the Project if the Lease from the City to the Library District cannot be executed and delivered promptly in response to the proposal of the investor in the Project, there exists an emergency with respect to the Lease and IGA authorized hereby; and

WHEREAS, the Rifle City Council finds and determines that based upon the benefits of the Project to the public and the citizens of Rifle, it desires to approve the Site Lease and Intergovernmental Agreement as emergency measures.

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

1. Incorporation. The Rifle City Council adopts the foregoing recitals and conclusions as facts and determinations and incorporates them by reference as if set forth in full herein.

2. Approval of Intergovernmental Agreement. The City Council hereby approves the City of Rifle-Garfield County Public Library District Rifle Library/City Hall Complex Intergovernmental Agreement attached hereto as Exhibit A and incorporated herein by this reference. The City Council further authorizes the Mayor to sign the Intergovernmental Agreement on behalf of the City. Finally, the City Council hereby authorizes the expenditure of funds as necessary to meet the terms and obligations of the intergovernmental agreement.

3. Approval of Site Lease. The City Council hereby approves the Site Lease by and between the City of Rifle, as Lessor, and Garfield County Public Library District, as Lessee, attached hereto as Exhibit B and incorporated herein by this reference. The City Council further authorizes the Mayor to sign the Site Lease on behalf of the City.

4. Declaration of Emergency. The City Council hereby finds and determines that, due to the risk of higher interest rates to the Library District jeopardizing the Project if the Lease from the City to the Library District cannot be executed and delivered promptly in response to the proposal of the investor in the Project and to allow construction of the Project to commence in a timely manner, there exists an emergency with respect to the Lease and IGA authorized hereby. Therefore, this Ordinance, being necessary to the public peace, health and safety, shall take effect immediately upon its passage and shall be published as soon as reasonably possible thereafter.

INTRODUCED, FINALLY ADOPTED BY A VOTE OF \_\_\_\_\_ TO \_\_\_\_\_ AS AN EMERGENCY ORDINANCE AND ORDERED PUBLISHED AS SOON AS REASONABLY POSSIBLE, this 19<sup>th</sup> day of August, 2009.

CITY OF RIFLE, COLORADO

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

Mayor

ATTEST:

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

After recording return to:  
Thomas M. Peltz  
Kutak Rock LLP  
1801 California Street, Suite 3100  
Denver, Colorado 80202

KUTAK ROCK LLP  
DRAFT 08/11/09

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**SITE LEASE**

by and between

**CITY OF RIFLE,**  
as lessor

and

**GARFIELD COUNTY PUBLIC LIBRARY DISTRICT,**  
as lessee

Dated as of August 26, 2009

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## SITE LEASE

This Site Lease (this "Site Lease") is dated as of August \_\_, 2009 and is entered into by and between City of Rifle, a Colorado Home Rule Municipality (the "City"), as lessor, and Garfield County Public Library District, Garfield County, Colorado, a legal and political subdivision of the State of Colorado (the "District"), as lessee.

### RECITALS

A. As more fully set forth in the "City of Rifle - Garfield County Public Library District Rifle Library/City Hall Complex Intergovernmental Agreement" dated as of August \_\_, 2009 (the "IGA"), the City and the District intend to provide for the shared development of a library and city hall complex pursuant to which, among other things, the fee simple interest in certain real property acquired by the District at an aggregate cost of approximately \$975,000 is to be conveyed to the City and the City is to lease certain real property which it currently owns to the District pursuant to this Site Lease. On effective date of this Site Lease, the City will have a fee simple interest in the land described in the attached Exhibit A ("Civic Complex Property"). Certain of the Civic Complex Property described in the attached Exhibit B will be leased by the City to the District pursuant to this Site Lease (the "Site Building Area").

B. Upon the execution of this Site Lease, the District is to sublease and convey its interest in the Site Building Area under a Trustee Lease dated August \_\_, 2009 (the "Trustee Lease") to Wells Fargo Bank, National Association, Denver, Colorado (the "Trustee", which term shall include any successor trustee for purposes of this Site Lease), as trustee under a lease purchase financing pursuant to which certificates of participation (the "Certificates", which term shall include any refinancing or refunding) are to be issued under a Master Trust Indenture dated as of August 1, 2009 (the "Master Indenture"), as supplemented by the Series 2009 Supplemental Indenture dated as of August 1, 2009 (the "2009 Supplemental Indenture"). Approximately \$10,000,000 of the net proceeds generated from the sale of the Certificates is to be used for the purpose of constructing an approximately 26,070 square foot facility in the Site Building Area and financing other improvements in or about the Civic Complex Property as required pursuant to the IGA. The Site Building Area, as improved, is to be lease-purchased by the District from the Trustee pursuant to a Lease Purchase Agreement dated as of August 1, 2009 (the "Lease Purchase Agreement").

C. The District's financial obligation under the Lease Purchase Agreement will, among other things, be subject to annual appropriation by the Board of Trustees of the District and, in an "event of default" by the District under the Lease Purchase Agreement and following the cure period provided therein, the Trustee may sublet the Site Building Area to a third party or parties to generate revenues to be applied to the payment of the Certificates. While the Board of Trustees of the District currently intends to renew the Lease Purchase Agreement, pursuant to Article V of this Site Lease, the City is to be provided a right of first refusal to acquire the Trustee's interest in the Trustee Lease prior to such interest being made available to any Person other than the District. For purposes of this Site Lease, "Person" shall mean any natural person, firm, corporation, partnership, limited liability company, state, political subdivision of any state, other public body or other organization or association.

## ARTICLE I

### CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

**Section 1.01. Representations, Covenants and Warranties by District.** The District hereby certifies, represents and agrees that:

(a) The District is authorized under applicable state law to lease the Site Building Area from the City and the Board of Trustees of the District has duly and lawfully authorized the execution, delivery and performance of its obligations under this Site Lease.

(b) The execution, delivery and performance of this Site Lease have been duly authorized by the Board of Trustees of the District.

(c) This Site Lease has been duly executed and delivered by the District and is enforceable against the District in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors'/debtors' rights and obligations generally, by equitable principles, whether considered at law or in equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

(d) There is no litigation or proceeding pending or threatened against the District or any other Person affecting the right of the District to execute, deliver or perform the obligations of the District under this Site Lease.

(e) The District has the statutory authority and power to enter into this Site Lease.

**Section 1.02. Representations, Covenants and Warranties by City.** The City certifies, represents and agrees that:

(a) The City is authorized under its home rule charter to lease the Site Building Area to the District and the City Council of the City has duly and lawfully authorized the execution, delivery and performance of its obligations under this Site Lease.

(b) The City has received all approvals and consents required by the laws of the State of Colorado and the City's Home Rule Charter and ordinances for the City's execution, delivery and performance of its obligations under this Site Lease.

(c) The City is the owner of a fee simple interest in the Site Building Area subject to the exceptions of record or in place.

(d) This Site Lease has been duly executed and delivered by the City and is enforceable against the City in accordance with its terms, limited only by bankruptcy,

insolvency, reorganization, moratorium and other similar laws affecting creditors'/debtors' rights and obligations generally, by equitable principles, whether considered at law or in equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

(e) The execution, delivery and performance this Site Lease does not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound, or constitute a default under any of the foregoing or, result in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the City other than the Site Building Area.

(f) There is no litigation or proceeding pending or threatened against the City or any other Person affecting the right of the City to execute, deliver or perform the obligations of the City under this Site Lease.

(g) The City is not aware of any current violation of any Requirement of Law relating to the Site Building Area. For purposes of this Site Lease, a "Requirement of Law" means any federal, state or local statute, ordinance, rule or regulation, any judicial or administrative order (whether or not on consent), request or judgment, any common law doctrine or theory, any provision or condition of any permit or any other binding determination of any governmental authority relating to the ownership or operation of property, including but not limited to any of the foregoing relating to zoning, environmental, health or safety issues.

(h) The City hereby represents that, to the best of the City's actual knowledge, no Contaminants or Hazardous Substances have been stored, used or located on the Civic Complex Property. The County has had legal fee ownership and physical possession of the Civic Complex Property for more than 25 years. For purposes of this representation (i) "hazardous substances" means dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances as defined in any federal, state or local law, statute, code, ordinance, regulation or rule relating to dangerous, toxic or hazardous pollutants, contaminants, chemical waste, materials or substances and (ii) "contaminants" means any waste, pollutant or hazardous substance, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601, et seq., regulations promulgated thereunder and any applicable state statutes; and any toxic substance, solid or hazardous waste as defined in the Revenues Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 et. seq., and any applicable state statutes, special waste, petroleum or petroleum-derived substance, radioactive material or waste, polychlorinated biphenyls (PCBs) or asbestos.

## ARTICLE II

### DEMISING CLAUSE; ENJOYMENT OF SITE BUILDING AREA

**Section 2.01. Demising Clause.** The City demises and leases the real property described in Exhibit A hereto to the District, in accordance with the terms of this Site Lease and the IGA, to have and to hold for the Site Lease Term.

**Section 2.02. Enjoyment of Site Building Area.** The City covenants that, during the Site Lease Term, the District and its subtenants, successors and assigns (including without limitation the Trustee) shall peaceably and quietly have, hold and enjoy the Site Building Area without suit, trouble or hindrance from the City, except as expressly required or permitted by this Site Lease and the IGA.

## ARTICLE III

### SITE LEASE TERM

The term of this Site Lease shall commence on the date this Site Lease is executed and delivered and shall expire on December 31, 2107. Starting on December 31, 2009, and continuing to each subsequent December 31<sup>st</sup> thereafter, unless written notice to the contrary is provided by any party to this agreement, this Site Lease shall automatically be renewed for an additional one (1) year term (collectively, the "Site Lease Term"). After written notice has been sent by any party objecting to any one-year term renewal, this provision shall not continue to effectuate an automatic one-year term renewal in any subsequent year.

## ARTICLE IV

### RENT

For and in consideration of the execution of this Site Lease, the City acknowledges receipt of \$10.00 and such other good and valuable consideration from the District as rent for the Site Building Area for the full Site Lease Term and any renewals thereof, such consideration including without limitation the conveyance by the District to the City of its fee simple interests in certain real property as provided in the IGA.

## ARTICLE V

### RIGHT OF FIRST REFUSAL

Following the occurrence and continuation of an "event of default" by the District under the Lease Purchase Agreement and the District's cure period provided therein, the City shall be provided written notice of such event by the Trustee and be given 90 days to purchase the Trustee's interest in the Site Building Area held for the benefit of the holders of the Certificates. The price paid by the City for such purchase shall be the amount necessary to pay and cancel, or sufficient to legally defease, the allocable portion of the Certificates issued for the purpose of financing the Site Building Area and ancillary parking and public improvements near the Site Building Area. The parties acknowledge that the District will be financing the construction of

other property with the Certificates and using a portion of the proceeds of those Certificates for that purpose. Therefore “allocable”, for purposes of this Article V, shall mean that portion of the proceeds of the Certificates which were utilized in connection with the planning, design, construction and other direct and indirect costs associated with the facility to be constructed on the Site Building Area consistent with the Lease Purchase Agreement, the IGA and this Site Lease, as well as an allocable portion of the cost of issuance and related financing costs for the Certificates.

## ARTICLE VI

### DISPOSITION OF SITE BUILDING AREA; ENCUMBRANCES; SUBLEASING; CONDEMNATION; AND PERSONAL PROPERTY

**Section 6.01. Limitations on Disposition of and Encumbrances on Site Building Area.** Except for encumbrances existing as of the date of this Site Lease, the City shall not sell, assign, transfer or convey any portion of or any interest in the Site Building Area or directly or indirectly create, incur or assume any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Site Building Area. Further, the District shall not be restricted from establishing or creating any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Site Building Area as long as such mortgage, pledge, lien, charge, encumbrance or claim does not extend beyond the Site Lease Term and is subject to the terms and conditions of this Site Lease and the IGA.

**Section 6.02. Subleasing and Other Grants of Use.** The District is expressly authorized to lease or sublease the Site Building Area to the Trustee pursuant to the Trustee Lease, and the Trustee is expressly authorized to sublease or assign its leasehold interest in the Site Building Area to other Persons, subject to the provisions of this Site Lease.

**Section 6.03. Condemnation.** The City agrees that, to the extent permitted by law, in the event the City brings an eminent domain or condemnation proceeding with respect to all or any portion of the Site Building Area, the value of the condemned portion of the Site Building Area shall be not less than the amount necessary to pay and cancel, or sufficient to legally defease, the allocable portion of the Certificates issued for the purpose of financing the Site Building Area and ancillary parking and public improvements near the Site Building Area, which amount shall include an allocable portion of the cost of issuance and related financing costs for the Certificates.

**Section 6.04. Personal Property of District and Others.** The District and any other Person who has the right to use the Site Building Area under this Site Lease, at its own expense, may install equipment and other personal property in or on any portion of the Site Building Area, which equipment or other personal property shall not become part of the Site Building Area unless it is permanently affixed to the Site Building Area or removal of it would materially damage the Site Building Area, in which case it will become part of the Site Building Area.

## ARTICLE VII

### LICENSES AND SHARED UTILITIES

**Section 7.01. Access Licenses.** The City grants to the District and its subtenants, successors and assigns, and the tenants, customers, employees and invitees of all of them, during the Site Lease Term, a non-exclusive blanket license over, upon and through the roadways, drive lanes, parking areas and sidewalks now or hereafter located on the Civic Complex Property for the purpose of walking upon, moving equipment and goods and supplies through and driving and/or parking vehicles upon, over and across all of the sidewalk areas, entrances, drives, lanes and parking areas, alleys and other areas for ingress and egress to and from the Site Building Area subject to the terms of the IGA; provided that such license shall not conflict with or adversely affect the use of the Civic Complex Property by the City and its tenants, subtenants, successors and assigns, and the tenants, customers, employees and invitees of all of them, as reasonably determined by the City. The District grants to the City and its tenants, subtenants, successors and assigns, and the tenants, customers, employees and invitees of all of them, a non-exclusive blanket license over, upon and through the roadways, drive lanes, parking areas and sidewalks now or hereafter located on the Site Building Area for the purpose of walking upon, moving equipment and goods and supplies through the Site Building Area; provided that such license shall not conflict with or adversely affect the District's use of the Site Building Area, as reasonably determined by the District.

**Section 7.02. Appurtenant Staging Areas Licenses.** The City grants to the District and its subtenants, successors and assigns, and the tenants, customers, employees and invitees of all of them, during the Site Lease Term, non-exclusive licenses over, upon and through the Civic Complex Property for the purposes of constructing, placing, operating and maintaining all necessary pipes, vents, conduits, wires and utilities necessary to maintain and operate the facility on the Site Building Area and for the maintenance of any nonmaterial encroachments of the improvements within the Site Building Area; provided that such license shall not adversely affect the use of the Civic Complex Property by the City and its tenants, subtenants, successors and assigns, and the tenants, customers, employees and invitees of all of them, as reasonably determined by the City. The District grants to the City and its tenants, subtenants, successors and assigns, and the subtenants, customers, employees and invitees of all of them, during the Site Lease Term, non-exclusive licenses over, upon and through the Site Building Area for the purposes of constructing, placing, operating and maintaining all necessary pipes, vents, conduits, wires and utilities necessary to maintain and operate facilities adjoining the Site Building Area and for the maintenance of any nonmaterial encroachments of the improvements or such adjoining facilities; provided that such license shall not adversely affect the use of the Site Building Area by the District and its subtenants, successors and assigns, and the tenants, customers, employees and invitees of all of them, as reasonably determined by the District.

**Section 7.03. Offsite Parking Licenses.** Subject to the terms of the IGA, the City grants to the District and its subtenants, successors and assigns, and the tenants, customers, employees and invitees of all of them, during the Site Lease Term, a non-exclusive license for the use of areas designated as parking areas, and access to and from such parking areas, now or hereafter located on the Civic Complex Property for the purpose of parking of passenger vehicles (buses and similar vehicles excluded) in connection with the use of the Site Building Area by the

District and its subtenants, successors and assigns, and the tenants, customers, employees and invitees of all of them; provided that such license shall not conflict with or adversely affect the use of the Civic Complex Property by the City and its tenants, subtenants, successors and assigns, and the tenants, customers, employees and invitees of all of them as reasonably determined by the City; and provided, further that, the City reserves the right to implement and enforce reasonable rules and regulations for the use of the Civic Complex Property consistent with the provisions of the IGA, including, without limitation: (a) to direct and regulate vehicular traffic and provide safe vehicular access to and from the Civic Complex Property; (b) to specify and enforce rules and regulations with regard to the use of the Civic Complex Property spaces; (c) to designate certain parking spaces to be used only by handicapped drivers, employees or visitors; (d) to implement and enforce parking fees and fines; and (e) to restrict time periods for permitted parking.

**Section 7.04. Common Areas.** During the Site Lease Term, it is anticipated that the City will provide for the financing and construction of an addition to the facility which is to be constructed on the Site Building Area pursuant to the Lease Purchase Agreement. It is the intent of the parties to this Site Lease Agreement that common areas be established for use by the District, the City and their respective tenants, subtenants, successors and assigns. Such common areas generally include a common entry, shared elevators, shared restrooms and party walls (to the extent necessary). Additionally, it is intended that there be common access to mechanical; electrical; water and sewer services; heating, ventilation and air conditioning (HVAC); solar, security, communications, and trash and similar common areas to the extent that such areas can be reasonably shared by the respective parties to this Site Agreement.

**Section 7.05. Site Lease Licenses Irrevocable.** The licenses granted pursuant to Article VII of this Site Lease shall be irrevocable during the Site Lease Term.

**Section 7.06. Taxes, Utilities and Insurance.** During the Site Lease Term, the District covenants and agrees to pay the ad valorem property taxes, if any (which covenant shall not be interpreted as establishing a requirement for a payment-in-lieu-of-taxes obligation by District), and utilities attributable to the Site Building Area. Additionally, the District shall maintain "all risks" property damage insurance for the replacement costs of the Site Building Area. In the event that the Site Building Area is no longer occupied by the District or the District has not otherwise provided for the payment of such costs, the responsibility for the costs of such insurance, as well as taxes and utilities, shall be with the sublessee or assignee of the leasehold interest in the Site Building Area.

## ARTICLE VIII

### GENERAL COVENANTS

**Section 8.01. Further Assurances and Corrective Instruments.** So long as this Site Lease is in full force and effect, the District and the City shall have full power to carry out the acts and agreements provided herein and the City and the District, at the written request of the other, shall from time to time, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Site Building

Area leased or intended to be leased hereunder, or for otherwise carrying out the intention of or facilitating the performance of this Site Lease.

**Section 8.02. Compliance with Requirements of Law.** On and after the date hereof, the City and the District shall not take any action with respect to the Site Building Area that violates the terms hereof or is contrary to the provisions of any Requirement of Law.

**Section 8.03. Participation in Legal Actions.** At the request of and at the cost of the District, the City shall join and cooperate fully in any legal action in which the District asserts its right to the enjoyment of the Site Building Area; that involves the imposition of any charges, costs or other obligations or liabilities on or with respect to the Site Building Area or the enjoyment of the Site Building Area by the District; or that involves the imposition of any charges, costs or other obligations with respect to the District's execution, delivery and performance of its obligations under this Site Lease.

## ARTICLE IX

### LIMITS ON OBLIGATIONS

**Section 9.01. Disclaimer of Warranties.** THE CITY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE SITE BUILDING AREA OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE SITE BUILDING AREA. In no event shall the City be liable for any incidental, special or consequential damage in connection with or arising out of this Site Lease or the existence, furnishing, functioning or use by the District of any item, product or service provided for herein.

**Section 9.02. Financial Obligations of District Limited to Trust Estate.** Notwithstanding any other provision hereof, all financial obligations of the District under this Site Lease, except those resulting from its willful misconduct or negligence, are limited to the trust estate established pursuant to the Master Indenture and the 2009 Supplemental Indenture, or shall otherwise be subject to annual appropriation by the Board of Directors of the District.

## ARTICLE X

### EVENTS OF DEFAULT AND REMEDIES

**Section 10.01. Event of Default Defined.** An "Event of Default" under this Site Lease shall be deemed to have occurred upon failure by the District (which for purposes of this section shall include the Trustee or any sublessee or assignee of the leasehold interest in the Site Building Area) to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of 30 days after written notice, specifying such failure and requesting that it be remedied shall be given to the District by the City, unless the City shall consent in writing to an extension of such time prior to its expiration; provided, however, that:

- (a) if the failure stated in the notice cannot be corrected within the applicable period, the City shall not unreasonably withhold its consent to an extension of such time

if corrective action shall be instituted within the applicable period and diligently pursued until the default is corrected; and

(b) if, by reason of Force Majeure, the District shall be unable in whole or in part to carry out any agreement on its part herein contained, the District shall not be deemed in default during the continuance of such inability; provided, however, that the District shall, as promptly as legally and reasonably possible, remedy the cause or causes preventing the District from carrying out such agreement, except that the settlement of strikes, lockouts and other industrial disturbances shall be solely within the discretion of the District.

**Section 10.02. Remedies on Default.** Whenever any Event of Default shall have happened and be continuing, the City may take whatever action at law or in equity including without limitation the right to specific performance, may appear necessary or desirable to enforce its rights in and to the Site Building Area under this Site Lease, provided however, the City shall not have the right to terminate this Site Lease.

## ARTICLE XI

### MISCELLANEOUS

**Section 11.01. Binding Effect.** This Site Lease shall inure to the benefit of and shall be binding upon the District and the City and their respective successors and assigns, including without limitation the Trustee. This Site Lease and the covenants set forth herein are expressly intended to be covenants, conditions and restrictions running with the Site Building Area and the leasehold estate in the Site Building Area under this Site Lease.

**Section 11.02. Interpretation and Construction.** This Site Lease and all terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Site Lease. For purposes of this Site Lease, except as otherwise expressly provided or unless the context otherwise requires:

(a) All references in this Site Lease to designated "Articles," "Sections," "subsections," "paragraphs," "clauses" and other subdivisions are to the designated Articles, Sections, subsections, paragraphs, clauses and other subdivisions of this Site Lease. The words "herein," "hereof," "hereto," "hereby," "hereunder" and other words of similar import refer to this Site Lease as a whole and not to any particular Article, Section or other subdivision.

(b) In the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and each of the words "to" and "until" means "to but excluding."

**Section 11.03. District and City Representatives.** Whenever under the provisions hereof the approval of the District or the City is required, or the District or the City is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the District by the District Representative and by the City by the City

Representative and the District and the City shall be authorized to act on any such approval or request.

**Section 11.04. Manner of Giving Notices.** All notices, certificates or other communications hereunder shall be in writing and shall be deemed given when mailed by certified or registered mail, postage prepaid, addressed as follows: if to the District, to Garfield County Public Library District, 796 Megan Avenue, Suite 100, Rifle, Colorado 81650, Attention: Amelia Shelley, Executive Director, with a copy to Stuver, LeMoine & Clifton, 120 West 3rd Street, Rifle, Colorado 81650, Attention: Dan LeMoine; if to the City, to City of Rifle, c/o City Manager, P.O. Box 1908, Rifle, CO 81650, with a copy to Leavenworth & Karp, P.C., P.O. Drawer 2030, Glenwood Springs, CO 81602. The City and the District may, by written notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. All notices to the District shall also be sent to the Trustee at Wells Fargo Bank, National Association, 1740 Broadway, MAC C7300-107, Denver, Colorado 80274, Attention: Corporate Trust Services

**Section 11.05. No Individual Liability.** All covenants, stipulations, promises, agreements and obligations of the City or the District, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City or the District, as the case may be, and not of any member, director, officer, employee, servant or other agent of the City or the District in his or her individual capacity, and no recourse shall be had on account of any such covenant, stipulation, promise, agreement or obligation, or for any claim based thereon or hereunder, against any member, director, officer, employee, servant or other agent of the City or the District or any natural person executing this Site Lease or any related document or instrument; provided that such person is acting within the scope of his or her employment, membership, directorship or agency, as applicable, and not in a manner that constitutes gross negligence or willful misconduct.

**Section 11.06. Amendments, Changes and Modifications.** Except as otherwise provided herein or in the Indenture, this Site Lease may only be amended, changed, modified or altered by a written instrument duly authorized and executed by the City and the District; and the District shall, execute and deliver any amendment to this Site Lease upon delivery to the District of an opinion of Bond Counsel stating that such amendment does not violate the Indenture or the Lease.

**Section 11.07. Events Occurring on Days that are not Business Days.** If the date for making any payment or the last day for performance of any act or the exercising of any right under this Site Lease is a day that is not a Business Day, such payment may be made, such act may be performed or such right may be exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Site Lease.

**Section 11.08. Merger.** The City and the District intend that the legal doctrine of merger shall have no application to this Site Lease and that none of the execution and delivery of the this Site Lease by the City and the District, or the exercise of any remedies by any party under this Site Lease or the 2009 Lease shall operate to terminate or extinguish this Site Lease or the 2009 Lease. The parties specifically agree that the terms and conditions of the IGA shall remain in full force and effect.

**Section 11.09. Severability.** In the event that any provision of this Site Lease, other than the obligation of the City to provide quiet enjoyment of the Site Building Area, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 11.10. Captions.** The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Site Lease.

**Section 11.11. Attorneys' Fees and Costs.** In any dispute arising from or relating to this Site Lease, the prevailing party shall be awarded its reasonable attorneys' fees, costs and expenses, including any attorneys' fees, costs and expenses incurred in enforcing or collecting upon any judgment, order or award.

**Section 11.12. Limitation of Obligations of the District or the City.** No provision of this Site Lease shall be construed or interpreted (a) to directly or indirectly obligate the District or the City to make any payment in any Fiscal Year in excess of amounts appropriated for such Fiscal Year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the District or the City within the meaning of Article XI, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; (c) as a delegation of governmental powers by the District or the City; (d) as a loan or pledge of the credit or faith of the District or the City or as creating any responsibility by the District for any debt or liability of any person, company or corporation within the meaning of Article XI, Section 1 of the Colorado Constitution; or (e) as a donation or grant by the District or the City to, or in aid of, any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

**Section 11.13. Applicable Law.** The laws of the State and rules and regulations issued pursuant thereto, as the same may be amended from time to time, shall be applied in the interpretation, execution and enforcement of this Site Lease. Any provision of this Site Lease, whether or not incorporated herein by reference, which provides for arbitration by an extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision hereof or incorporated herein by reference which purports to negate this Section in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this Section will not invalidate the remainder of this Site Lease to the extent that this Site Lease is capable of execution. At all times during the performance of this Site Lease, the City and the District shall strictly adhere to all applicable federal and State laws, rules and regulations that have been or may hereafter be established.

**Section 11.14. Execution in Counterparts.** This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the District and the City have executed this Site Lease as of the date first above written.

[CITY SEAL]

City of Rifle

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

Attest:

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

Garfield County Public Library District

By \_\_\_\_\_  
President, Board of Trustees

Attest:

By \_\_\_\_\_  
Secretary, Board of Trustees

[Signature Page to Site Lease]





**EXHIBIT A**

**LEGAL DESCRIPTION OF CIVIC COMPLEX PROPERTY**

**EXHIBIT B**

**LEGAL DESCRIPTION OF SITE BUILDING AREA**



**CITY OF RIFLE, COLORADO  
ORDINANCE NO. 28  
SERIES OF 2009**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, APPROVING THE  
VACATION OF A EAST 2<sup>ND</sup> STREET BETWEEN RAILROAD AVENUE AND  
EAST AVENUE WITHIN THE CITY AND DECLARING AN EMERGENCY.

WHEREAS, the City of Rifle and the Garfield County Public Library District have entered into that certain Intergovernmental Agreement for the planning and construction of a new library facility including a new parking lot/structure and civic plaza with a planned location for a future city hall (hereinafter collectively the "Project"); and

WHEREAS, the Project required the Library District's acquisition of the properties on the south side of East 2<sup>nd</sup> Street between Railroad Avenue and East Avenue, specifically:

- |                 |   |
|-----------------|---|
| Property No. 1: | Lots 13 and 14, Block I, Town (Now City) of Rifle     |
| Property No. 2: | Lots 15, 16 and 17, Block I, Town (Now City) of Rifle |
| Property No. 3: | Lot 18, Block I, Town (Now City) of Rifle             |

(collectively the "Acquired Properties"), the conveyance of the Acquired Properties to the City and the lease of property from the City to the Library District (the "Site Lease"); and

WHEREAS, the Project will be located on property currently consisting of a parking lot for City Hall, on the Acquired Properties and on East 2<sup>nd</sup> Street between Railroad Avenue and East Avenue; and

WHEREAS, in order to facilitate the Project, keep it in Downtown Rifle and allow it to be constructed in the best configuration for the public's use, the City needs to vacate the portion of East 2<sup>nd</sup> Street between Railroad Avenue and East Avenue (hereinafter "Right-of-Way Vacation"); and

WHEREAS, the City shall not vacate any easement, right-of-way or roadway if doing so would jeopardize the rights of the public, or any public utility; however, in this case, the proposed Right-of-Way Vacation would not jeopardize the public, any public utility, or deny any owner of access to their property; and

WHEREAS, pursuant to C.R.S. §43-2-303(1)(a), the City Council may vacate any roadway or part thereof located within the corporate limits of the City subject to any provision of the City Charter, the Constitution and the Statutes of the State of Colorado; and

WHEREAS, the City Council finds and determines that based upon the benefits of the Project to the public and the citizens of Rifle, it desires to vacate the Right-of-Way Vacation so that the Project can be constructed.

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

1. Incorporation. The Rifle City Council adopts the foregoing recitals and conclusions as facts and determinations and incorporates them by reference as if set forth in full herein.

2. Vacation and Merger. East 2<sup>nd</sup> Street between Railroad Avenue and East Avenue is hereby vacated and shall merge with the City owned property on the north side of the Right-of-Way Vacation as provided by C.R.S. §42-2-302. Prior to the effective date of this ordinance, the City will own both sides of the Right-of-Way being vacated and desires to attach the vacated Right-of-Way to its property on the north.

3. Recordation/Contingency. The Right-of-Way Vacation provided for herein shall not become effective until this Ordinance is recorded with the Office of the Clerk and Recorder of Garfield County by the City, which may only occur following the recordation of the deeds from the Library District conveying the Acquired Properties to the City.

4. Declaration of Emergency. The City Council hereby finds and determines that, due to the risk of higher interest rates to the Library District jeopardizing the Project if the Site Lease from the City to the Library District cannot be executed and delivered promptly in response to the proposal of the investor in the Project and to allow construction of the Project to commence in a timely manner, there exists an emergency with respect to the Right-of-Way Vacation authorized hereby. Therefore, this Ordinance, being necessary to the public peace, health and safety, shall take effect immediately upon its passage and shall be published as soon as reasonably possible thereafter.

INTRODUCED, FINALLY ADOPTED BY A VOTE OF \_\_\_\_ TO \_\_\_\_ AS AN EMERGENCY ORDINANCE AND ORDERED PUBLISHED AS SOON AS REASONABLY POSSIBLE, this 19<sup>th</sup> day of August, 2009.

CITY OF RIFLE, COLORADO

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

Mayor

ATTEST:

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

## MEMORANDUM

TO: JOHN HIER, CITY MANAGER

FROM: MATT STURGEON, ASST. CITY MANAGER

DATE: AUGUST 10, 2009

COPY: CHARLES KELTY, FINANCE DIRECTOR

SUBJECT: WORKFORCE HOUSING FEE WAIVER POLICY

Staff received a request to allow a duplex constructed in 2009 to be classified as workforce housing. JBS Construction (aka Savage Land Company) obtained a building permit to construct a duplex in 2009, and paid all associated building permit fees. The builder's intent was to sell "market" rate units. The builder has not been able to sell said units, but she has received interest in a unit by a local worker seeking to purchase a workforce housing unit. The difference in price is approximately \$25,000. This interest has caused the builder to ask the City if it would consider allowing "new", unoccupied units built during the life of the Workforce Housing Program to be converted to workforce housing. This would entail building permit fees typically waived by the Workforce Housing Ordinance be rebated, and the seller adjust the purchase price to comply with the profit margin and affordability requirements established by said ordinance.

The Ordinance does not prohibit the City from rebating said fees for the purpose of converting new residential units to workforce housing. City Council must authorize the fee rebate if the City is to return fees to the builder. The fees include plan review, building permit, parkland dedication, and street impact fees. The fees total approximately \$8,000.00 per unit.

Staff feels the request deserves consideration. The units could have been constructed as workforce housing units when the building permit was pulled originally. The units were built during the horizon of the Workforce Housing Ordinance, and under the total unit cap established by City Council in the ordinance. Allowing new construction that has been unoccupied to convert to workforce housing, creates units that can be afforded by local labor. It also removes stock from the housing market, which may be a good thing in a saturated market. There appears to be no negative impacts associated with allowing this to occur other than the psychological impact of the City spending funds it has counted as revenue to date.

This item is placed on the August 19 Council agenda. Staff recommends Council pass a blanket approval that allows all new, unoccupied units to be converted to workforce housing if the builder can comply with each of the Workforce Housing Ordinance guidelines.

# Manager's Report



August 19, 2009

The City staff are beginning preparation of the fiscal year 2010 budget. This process is stressful and will involve a considerable amount of deliberation and evaluation, due to the economic recession. We have requested all departments submit their 2010 budget requests to the Finance Department by September 1<sup>st</sup>. The Budget Committee consists of Charles Kelty, Matt Sturgeon and myself. We will review all budget requests and submit a proposed budget to the City Council in October.

## City Employee Picnic



The annual City Employee Picnic was held on August 6<sup>th</sup>, and many City employees attended. Thank you to everyone who assisted in this event. I know all who attended enjoyed the great food and children especially enjoyed the bungee bouncer. Additionally, all employees were recognized for their years of service, and plaques were awarded to each employee for those years of service.

## Centennial Park



We are excited to see this project moving forward.

## Visitor Information Center Roof



The roof at the Rifle Visitor Information Center is in a deteriorated condition and the roof is scheduled for replacement this year. Adequate funds have been budgeted, and we expect the cost to be

less than \$20,000. I have directed our staff to solicit bids, and we expect to have this repair work underway very soon.

## New Council Orientation



Following the September election, our City staff will conduct an orientation for all new Council members. All incumbent members will be invited to attend as well. This process will include the following:

1. Meetings with the City Legal Council - Legal staff will outline the workings of Rifle City Government, how the City interacts with other levels of Government, and the many laws that affect City operations. Council members will have the opportunity to ask legal counsel any questions they may have about City operations.
2. Department supervisors will provide an overview of their operations and Council members will have the opportunity to review each department's special projects, etc.
3. Strategic plans and work plans will be presented to the elected officials.
4. Elected officials will be provided an opportunity to meet with the City Manager in one-on-one meetings, or as a group if they prefer.
5. Due to the impending budget process, we will emphasize financial matters during this process. An effort will be made to bring everyone up to speed on the process. We encourage all elected officials to ask for as much information as they need to familiarize themselves with the City finance and budget process.
6. Finally, we arrange for a tour of all City Departments, projects, and facilities. This part of the orientation process usually takes the longest period of time, as scheduling becomes an issue. It is always very interesting, however, and we hope all Council members will be able to attend.

As always, please call me with your questions and comments. Thank you,

  
John



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

### **PROJECT STATUS REPORT as of: 8/19/09**

\* = New Information

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

\*Substantial Completion is expected in September. Instrumentation and control work is underway. The 30" influent line is complete along US 6 except for the final connection to the existing pump station. Final grading work is being performed. Training is required for several items of equipment and a few systems. A testing plan for each piece of equipment and each system along with a start-up plan has been submitted for review. Roofing installation is underway. Electrical work is continuing. Fencing and the entrance sign are being installed.

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

\*Pilot testing of the ceramic filter unit is ongoing (another 5 ½ weeks is required) to obtain information for design using Colorado River water. Bench testing at the University of Colorado is nearing completion on carbon and coagulant. Progress continues on the study (Phase 1) with the Basis of Design Report (BODR) scheduled for completion in November. A table of contents for the BODR has been submitted. A meeting in the field was held with Questar to discuss water pipeline alignments and possible interference with the high pressure gas main. Both a geotechnical report and a survey have been completed for the proposed WTP site near the raw water pump station. A workshop for staff has been scheduled on August 25<sup>th</sup> to discuss carbon barriers, source water management and a final treatment train. Development of an RO pilot test protocol is underway.

#### **2009 Street Improvements**

\*Paving and striping have been completed on Railroad Avenue and on Whiteriver Avenue. Concrete replacement for various locations for curb, gutter and sidewalk has also been completed. New handicap ramps have been installed as required. No parking signs will be installed by City crews along Whiteriver near 9<sup>th</sup> Street where a new northbound left turn lane was created.

### **Red Canyon Water & Sewer Replacement**

An existing sewer and water main within an easement across the Red Canyon property from U.S. 6 Access Road near Rifle Creek to West 2<sup>nd</sup> Street are to be replaced. Plans were prepared in 2002 and have been updated by SGM. It is anticipated the City construction crew will install one or both of these mains, depending upon available funds.

### **Rifle Creek Sewer Crossings Improvements**

SGM has estimated the cost to prepare plans for construction to strengthen three sewer crossings across Rifle Creek as recommended in the Wastewater Master Plan. Depending upon the design approach and funds available, the City construction crew may be able to perform this work.

### **Centennial Park Development**

\*A preconstruction meeting was held on August 13<sup>th</sup> and work will begin shortly. A construction schedule is under review by staff. Traffic control plans will be submitted for review at the west end of 5<sup>th</sup> Street, Park Avenue parking lot entrance and at the east school pedestrian entrance. The existing gas main across the site has been relocated by Xcel.

### **Airport Improvements**

The County of Garfield and the FAA will be providing inspection of the entire project but the portions of public improvements within the City will be inspected by City staff. We will also inspect the water and sewer mains for the new hanger development (a separate project) which will become City mains once constructed and approved by the City. We are awaiting approval of an IGA between the City and County prior to beginning work. \*Plans were recently submitted for the new water and sewer mains to be installed and are under review by City staff.

### **3<sup>rd</sup> Street Lighting**

\*The light fixtures have been delivered. The contractor has started the installation work. A preconstruction meeting was held August 12<sup>th</sup>. The project will replace globes (with deflectors for downward illumination) and lamps (with LED lamps) along 3<sup>rd</sup> Avenue from Park Avenue to East Avenue.

### **Beaver Creek Reservoir Roof**

\*New beams and purlins have been installed and roof decking is nearly complete. Roof membrane will be placed thereafter and substantial completion is expected (after disinfection) the first week in September. The contractor has exceeded the contract time and we may assess liquidated damages. The Beaver Creek WTP should then be back on-line the following week.

### **Rifle Arterial Transportation Engineering (Gateway, Hwy. 13)**

\*Alternatives reviewed and evaluated at the July 22<sup>nd</sup> Open House for both the gateway entrance to the City and Park Avenue extension can be viewed on [www.riflegateway.com](http://www.riflegateway.com). A detailed traffic evaluation and modeling is presently underway and a draft alternative report will be presented to City Staff for review in September. Streetscape and entrance monument concepts are also available on the website.

### **2008 Water & Sewer Improvements**

\*Work on the warranty items at the 3 mg tank are underway including pavement repair, silt fence removal and re-vegetation on one section of the slope at the west end of the tank.

### **Library Complex**

A meeting will be held on August 6<sup>th</sup> between the Architect for the library and City staff to discuss the improvements planned and conflicts with existing features.

### **Park Building**

\*Doors and windows are being installed as well as the fire sprinkler system. The roof is complete except for trim. Finish grading is yet to be performed prior to landscaping. Cabinets and counters are being installed as well as tile and fixtures. Electrical work continues and lighting fixtures are to be delivered shortly. Garage doors are complete. HVAC is nearly complete.

**Rifle City Council Report  
Monday, August 19, 2009  
7:00 p.m. @ Rifle City Hall**

August 2009 Report

**Welcome New Chamber Members:**

**Kuersten Concrete**

*John Kuersten*

13 Powerline Rd.

Rifle CO 81650

970 625-8210

*Full service CM/GC/Design Build Commercial and Industrial contractor that self performs the civil and concrete work with local employees*

**Petty Construction**

*Rob Cose*

714 Arrowhead Ct.

Grand Junction CO 81505

970 241-3133

*Petty Construction is a locally owned and run company that has been operating the Grand Valley for 20 years. Petty Construction specializes in Pipeline, HDPE Pipe Fusion and Horizontal Directional Bores. Offering the fastest and most reliable fusion processes, using the first "fast Fusion" machine in the state. Directional Bores up to 1500' Ft long and 36 Diameter.*

**Rifle Information Center / Visitor Center Statistics for July 2009:**

Visitors- July 2008: 2232

Visitors - July 2009: - **5614 an increase of 3382 visitors!!!!**

Total Visitors to date in 2009: **21,549**

Volunteer Worked Hours: **98.5**

State Maps Distributed: 290

Local Maps Distributed: 447

**Packets:**

Brochure - **80**

Becoming a Member: **4**

Business Relocation- **1**

Hunter- **14**

Relocation- **42**

Student- **3**

Vacation- **44**

**Total Monthly Packets: 188**

**Chamber Website Statistics:**

**July 2009 Visits:** 10,259 visits to the Chamber Website- July 2008: 7546 website visits

**Top Page Views:**

1. **Lodging** – 968 views

2. **Recreation**- 706 views

3. **Visit, Stay, Play** 705 views

4. **Hunting:** 618 views

5. **Restaurants** - 433 views

**Upcoming Events**

**August Energy Briefing: \*\*Date Change\*\*:** Wednesday August 26<sup>th</sup>, 7:30am at the Learning Opportunities Center in the Garfield RE-2 Administration Building, 837 Whiteriver Ave. The Speaker will be Matt Sturgeon, Assistant City Manager for the City of Rifle. The Topic will be Rifle's Energy Village Concept. This event is free and open to members and future Members but we ask that you please RSVP to 625-2085 x2. Coffee and Pastries will be provided by Williams Production.

**Hampton Inn Open House:** Thursday, August 27 from 5-7pm

**The Rifle Area Chamber of Commerce Feature Member of the Month:**

The Chamber Board of Directors selects from a random drawing and selects a Feature Business each month. Congratulations to the August 2009 Featured Business: **Sandy's Office Supply**

Look for the Feature Profile story on the cover of the April *Rifle Chamber Scope* newsletter and interview on Rifle's Channel 10. The Featured Business Profile can also be seen on the Chamber's web-site, visit [www.riflechamber.com](http://www.riflechamber.com), click on "*Specials*".

**Thank You!**

## PROPOSED CHANGES to RFTA ROUTES and FARES

DUE TO DECREASES IN SALES TAX REVENUES during the current tight economic conditions, RFTA is proposing minor service reductions starting with the Fall 2009 off-season on September 8, which would primarily affect the following services:

- Grand Hogback route - reduced service – eliminating: four weekday Glenwood to Rifle runs (between 7:05am and 1:05 pm); four weekday Rifle to Glenwood runs (between 8:15 am and 2:15 pm); and some weekend runs.
- Express, Local and Snowmass direct services – reduced frequency – affecting primarily the weekday early morning Express routes upvalley, and the afternoon/evening Express routes downvalley - consolidating and/or eliminating certain Express runs, as well as eliminating back-up service on late night runs Monday through Saturday.
- Winter high season – delayed beginning of high season service by 16 days, with winter peak service starting December 13.

For a detailed listing of the proposed changes, go to [www.rfta.com](http://www.rfta.com)

The RFTA Board of Directors also plans to consider the potential increase in the cost of transit punch passes, monthly passes and cash fares ranging from 10% to 30%. Implementation of the punch/monthly pass and/or cash fare increases would potentially go into effect for the Fall 2009 off-season.

A public hearing for comments on these changes and the proposed RFTA fare increase will be available on Thursday, August 13th at the RFTA Board of Directors meeting at the Carbondale Town Hall, 511 Colorado Ave., Carbondale, at 8:30 am.



Roaring Fork Transportation Authority