



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

City Hall
City Council Chambers
202 Railroad Avenue
Rifle, CO

Cablecast Live on
Comcast Channel 10

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

**REGULAR MEETING
May 19, 2010**

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

6:00 P.M. Health + Wellness Center Update (Rifle Economic Development Corporation)

**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 May 5, 2010 Regular Meeting
 - B. PRAB Appointments
 - C. Set Public Hearing for La Hacienda LLC Liquor License Application
 - D. Cheermeister Modification of Premises Application
 - E. IGA Mosquito Control
 - F. Accounts Payable
- 7:08 p.m. 3. Citizen Comments and Live Call-In
(For issues NOT on the Agenda. Please limit comments to 3 minutes.)

- 7:11 p.m. 4. Action, if any, on Workshop Items (Mayor Lambert)
- 7:12 p.m. 5. Health + Wellness Center (Rifle Economic Development Corporation)
 - A. Update
 - B. MOU for Site
- 7:25 p.m. 6. Garfield County Advisory Committee Presentation (Chief Meisner)
- 7:40 p.m. 7. Xcel Energy Community Solar Array Program (Solar Gardens) (Mike Braaten)
- 8:00 p.m. 8. IGA with Garfield County Regarding Airport Water and Sewer Utilities Loop System (Charlie Stevens)
- 8:30 p.m. 9. IGA with Garfield County Regarding the Airport Runway Improvements Road and Utility Relocation (Jim Neu)
- 9:00 p.m. 10. IGA with Garfield County Regarding the Compost Facility at the Energy Innovation Center (Jim Neu)
- 9:15 p.m. 11. Purchase Water Plant Equipment (Charlie Stevens)
- 9:30 p.m. 12. Public Hearing: Watershed District Permit No. 3-10 (United Scott Gravel Pit (Rod Hamilton)
- 10:00 p.m. 13. Administrative Reports
 - A. City Manager Report
 - B. Other Reports
- 10:05 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: June 2, 2010 at 7:00 p.m.



RIFLE CITY COUNCIL MEETING

Wednesday, May 5, 2010

REGULAR MEETING

7:00 p.m. * Council Chambers

The regular meeting of the Rifle City Council was called to order at 7:01 p.m. by Mayor Keith Lambert.

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

OTHERS PRESENT: John Hier, City Manager; Matt Sturgeon, Assistant City Manager; Wanda Nelson, City Clerk; Jim Neu, City Attorney; Jim Bell, Cable 10; Michael Churchill, Cable 10; Aleks Briedis, Recreation Director; Charlie Stevens, Utility Director; Tom Whitmore, Parks Director; Buzz Kehoe, IT Director; Dick Deussen, City Engineer; Rod Hamilton, Public Works Director; Charles Kelty, Finance Director; Mike Braaten, Government Affairs Coordinator; Kevin Kelley, Public Works Inspector; Peter Hayes, Building Inspector; John Savage; Annick Pruet; Scott Becker; John Kuersten.

CONSENT AGENDA

MINUTES FROM THE APRIL 21, 2010 COUNCIL MEETING; MARCH FINANCIAL REPORT; MARCH SALES TAX REPORT; T1 LINE AT JUSTICE CENTER; ACCOUNTS PAYABLE; LIQUOR LICENSE RENEWALS

Councilor Thompson excused herself from voting on the Minutes. Councilor Lambert moved to approve the Consent Agenda; seconded by Councilor Sanborn.

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

CITIZEN COMMENTS AND LIVE CALL-IN

Kris Swanson with the Rifle Economic Development Corporation provided an update on the Health + Wellness Center, and encouraged everyone to participate in a meeting on May 13th to discuss the building plans and possible services offered. Monica Piergrossi, Senator Bennett's liaison, provided an overview of the projects the Senator is working on, and encouraged everyone to contact his office with questions or concerns. Mayor Lambert invited the public to attend the dedication ceremonies for the new Wastewater Plant and the new Parks Maintenance Facility.

PROCLAMATION: BUILDING SAFETY MONTH

Mayor Lambert read the Proclamation aloud. This Proclamation declares May as Building Safety Month. Councilor Miller moved to approve the Proclamation; seconded by Councilor Rice.

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

Peter Hayes, Building Inspector, was present to receive the signed Proclamation, and Mayor Lambert thanked them for him for his work.

PROCLAMATION: POLICE OFFICER

Mayor Lambert read the Proclamation aloud, which honors National Police Week. Councilor moved to approve the Proclamation; seconded by Councilor.

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

Officer Jose Valadez was present to receive the Proclamation, and received praise for his work as a Police Officer.

RESOLUTION 7-10: THE FARM PRELIMINARY PLAN EXTENSION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO,
GRANTING A TWO YEAR EXTENSION FOR THE FARM AT RIFLE PUD
PRELIMINARY PLAN AND PRELIMINARY PUD DEVELOPMENT PLAN.

Applicant John Savage described his request for an extension of its approved Preliminary Plan for an additional two years. Resolution 7-10 approves that request. Councilor Lambert moved to approve Resolution 7-10; seconded by Councilor Sanborn.

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

COMMERCIAL PROPERTY LEASE TO CACALOCO

Mr. Stevens noted that staff has been working with the applicant Jim Duke regarding a composting facility adjacent to the City's new wastewater reclamation facility on the West UMTRA Site. The City is leasing five acres to Cacaloco, with an option to expand it to ten acres, and they must have adequate insurance for its operations. The CDPHE and DOE have approved this operation pursuant to the deed restrictions on the property. Mr. Duke reported that the need for garden fertilizer has increased as more citizens are growing personal gardens. Councilor Thompson moved to approve the lease and authorized the Mayor to sign the lease; seconded by Councilor Sanborn.

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

LOCAL PURCHASING PREFERENCE

Mr. Hier stated that last fall Council directed staff to review the City's Purchasing Code. Mr. Hier met with Annick Pruett, Chamber of Commerce, and a group of local contractors to discuss proposed updates to the Code. Suggested changes to the Code include amending the definition of a local vendor and updating the discount schedule. State and Federal Grant requirements could remove the preferences for local vendors. Council could modify the preferences on a case-by-case basis and would be included in the bid packet sent to vendors. Annick Pruett, Scott Becker, and John Kuersten were present for this discussion and noted their appreciation for the spirit of cooperation that existed among the contractor community and City staff during this process. Council directed staff to draft an ordinance that incorporates the proposed updates.

RESOLUTION 6-10: LAND USE APPLICATION FEE SCHEDULE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO,
ADOPTING A FEE SCHEDULE FOR LAND USE APPLICATIONS

Council approved Ordinance 6-10 at the previous Council meeting which amended Section 16 of the Code regarding Land Use Application Fees. Resolution 6-10 adopts the proposed Fee Schedule. The

Rifle City Council Meeting, May 5, 2010

Schedule includes a new fee for GIS system integration and new deposit amounts. Councilor Miller moved to approve Resolution 6-10; seconded by Councilor Rice.

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

UPDATE ON WORKFORCE HOUSING

Mr. Sturgeon noted that Council passed an ordinance in 2009 that extended the Workforce Housing Incentive Pilot Program through April 30, 2010. Council will now consider whether the Program should be extended further or allow it to sunset. The Program was first introduced in 2008, and resulted in the construction of seven workforce units. Because of the economic conditions and number of units available for purchase, it is recommended that the Program be allowed to sunset, with the understanding that it could be brought back at a future date. Council concurred with this recommendation to let the Workforce Housing Program to sunset, and thanked community members for their efforts in making the Program a success.

BUDGET REDUCTION RECOMMENDATIONS

At a workshop held earlier this evening, Mr. Hier and Mr. Kelty presented additional budget reductions for Council's consideration. Earlier cost-savings measures were taken, to include reducing or eliminating projects, hiring and pay freezes, and reductions in training budgets. There is a need to achieve additional cost savings in the amount of \$600,000 to balance the 2010 budget. These savings can be achieved through further budget reductions, furloughs, and reductions in force. Councilor Thompson moved to approve the recommended budget cuts to achieve a savings of \$600,000; seconded by Councilor Lambert.

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

ADMINISTRATIVE REPORTS

Mr. Hier reported on: Spring clean-up; Centennial Park; Westfest; IGA regarding the Energy Innovation Center; Ute Theatre lease; 4th Street Crossing; 9th Street Light; upcoming Open Houses. Ms. Nelson stated that a work session will be held on May 12th with the P&Z Commission regarding Public Official's Liability. A presentation by the Place Branding Committee will also occur. Mr. Sturgeon stated that a grant was received to conduct a study on a circulator route in Rifle. Mr. Neu will have several IGA's for Council's consideration at a future meeting. Mr. Whitmore invited everyone to attend the Parks Maintenance Building dedication ceremony on May 10th. Mr. Kehoe reported that an IT Tech has been hired and will start on Monday. Mr. Braaten discussed the Mainstreet Initiative. Mr. Stevens reported on: dedication ceremony for the new wastewater plant; AWWA Drinking Water Week; and a possible grant for the new water plant.

COMMENTS FROM MAYOR AND COUNCIL

UPCOMING FACILITY DEDICATIONS

Councilor Sanborn and Mayor Lambert encouraged folks to bring their families to the upcoming dedication ceremonies.

SYMPHONY IN THE VALLEY

Councilor Thompson noted there will be two performances this weekend: one Saturday night in Rifle, and the second on Sunday in Glenwood Springs.

HAPPY ANNIVERSARY

Councilor Miller wished Keith and Sarah Lambert a very Happy Anniversary!

HAPPY MOTHER'S DAY

Mayor Lambert wished all the mothers a Happy Mother's Day!

Meeting adjourned at 9:35 p.m.

Wanda Nelson
City Clerk

Keith Lambert
Mayor



Date: May 12, 2010
To: John Hier, City Manager
From: Aleks Briedis, Recreation Director MB
RE: PRAB Member Appointments

Two Parks and Recreation Advisory Board members are moving from the area and will no longer be able to serve on the board. Justin Sims and Mark Lapka will be leaving.

Staff recommends moving Ryan Mackley from an alternate member to a full member and appointing Betty Fitzgibbon to the board. This still will leave a vacancy for an alternate member. Staff will continue to look for an alternate and then will bring requests back to Council.

Betty Fitzgibbon's application is attached. She is very involved at the Rifle Senior Center and would serve as the board's senior representative.

Staff recommends appointing Ryan Mackley and Betty Fitzgibbon to fill the vacancies on the Parks & Recreation Advisory Board.





Rifle Parks and Recreation Advisory Board Application 2010

Name PETTY FITZGIBSON

Address 632 W 30th ST

City Rifle State _____ Zip 81650

Phone 625-5478 Other phone (970) 319-0355 (Cell)

E-mail _____

Do you live within Rifle city limits? Yes No

Are you over the age of 55? Yes No

Please answer all questions. Attach additional sheets as necessary.

Why would you like to be on the advisory board?

I am interested in all the activities you offer - for seniors as well as the youth programs. I live with family and have a granddaughter who loves soccer

What can you bring to the board?

I am an active member of the community I Vol. at the Senior Center and also a SHARP. I eat lunch at the center often at the Senior Center I work twice a week as dispatcher

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

I fill in for Mildred White I go to the monthly dinners for Seniors and I try to take the Senior trips whenever I have the time.

Please return this form and attachments to Rifle Parks & Recreation, 202 Railroad Ave., Rifle, CO 81650 or abriedis@riflenco.org by 5 PM, January 4th, 2010.





Memo

To: John Hier, City Manager
From: Wanda Nelson, City Clerk (w)
Date: May 11, 2010
Subject: Setting a Hearing Date for La Hacienda LLC

A RETAIL LIQUOR LICENSE APPLICATION HAS BEEN RECEIVED FOR:

La Hacienda LLC
232 West 3rd Street

Type of License: Hotel and Restaurant: Malt, Vinous, and Spirituous

A hearing date needs to be set to review the completed liquor license application submitted on May 4, 2010 by La Hacienda LLC. They have applied for concurrent review.

Since an application has to be on file at least 30 day before a hearing can be held, it is recommended that we hold this hearing at the Council meeting held June 16, 2010.

Please feel free to contact me at 665-6405 if you need additional information.

Thank you.





Memo

TO: John Hier, City Manager
FROM: Wanda Nelson, City Clerk 
DATE: May 11, 2010
RE: Modification of Premises Application: Cheermeister

A MODIFICATION OF PREMISES APPLICATION HAS BEEN RECEIVED FOR:

Cheermeister
401 Railroad Avenue

Cheermeister made a modification to their establishment by moving the bar from the west side to the south side. The Building Department stated that the owners have hired a licensed plumber to complete the work and have no problem with the Application being approved.

The following criteria has been met by this business:

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

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





Memo

To: City Manager, Honorable Mayor and Council

From: Tom Whitmore, Parks Director

Date: May 12, 2010

Re: Mosquito Control Contract

Attached is our mosquito control contract with Garfield County for 2010. The city has been involved with the county-wide mosquito control task force since 2003 when West Nile Virus had become a major health threat throughout the country. This has been an important, ongoing public health effort since that time.

As you know, mosquitoes are primary vectors for a number of serious diseases including West Nile Virus, at least 2 strains of Encephalitis and Bird Flu, just to mention a few.

The mosquito control contractor is Colorado Mosquito Control of Brighton. Garfield County undertakes a procurement process every two years to select a vendor for these services. Colorado Mosquito Control has been selected via that process. The contractor is well versed in mosquito control in Garfield County and the City of Rifle. They do extensive mapping, adding sampling areas each season. CMC primarily uses bacterial larvacides that are very specific to mosquito larvae. *Culex Tarsalis* mosquito larvae are the primary targets of the program. Wet areas are only treated when mosquito larvae are present. CMC does carry out limited truck-mounted fogging at our request as needed; near intense nuisance areas such as Lion's Pond, West 2nd Street, etc. Also, when needed, they will do barrier treatments prior to large public gatherings such as the Garfield County Fair and Air Fair. CMC also has resources available to be called in, through council action, in a few days notice if an emergency dictates wide-scale aerial spraying.

We have budgeted the requested amount, \$15,000.00, for these services for 2010. If you notice that Rifle's proportion is significantly larger than the other towns in the county, it's simply due to the fact that Rifle has more square miles than the other towns.

If you have any questions about the mosquito control program, please contact me. Also, I'd be happy to make a presentation if desired.



CITY OF RIFLE

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

(970) 625-6228 • (970) 625-6285 FAX • TWHITMORE@RIFLECO.ORG

INTERGOVERNMENTAL AGREEMENT FOR MOSQUITO CONTROL

THE PARTIES to this Intergovernmental Agreement for Mosquito Control ("IGA") are the **BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, STATE OF COLORADO**, (hereinafter referred to as "County"); the **CITY OF GLENWOOD SPRINGS, STATE OF COLORADO**, (hereinafter referred to as "Glenwood"); the **TOWN OF CARBONDALE, STATE OF COLORADO**, (hereinafter referred to as "Carbondale"); the **CITY OF RIFLE, STATE OF COLORADO**, (hereinafter referred to as "Rifle"); the **TOWN OF SILT, STATE OF COLORADO**, (hereinafter referred to as "Silt"); the **TOWN OF NEW CASTLE, STATE OF COLORADO**, (hereinafter referred to as "New Castle"); and the **TOWN OF PARACHUTE, STATE OF COLORADO**, (hereinafter referred to as "Parachute").

WHEREAS, the parties to this IGA are authorized by Section 29-1-201, et seq., C.R.S., as amended, to provide for joint funding and cooperation to provide services and functions which each is otherwise lawfully authorized to provide; and

WHEREAS, the parties to this IGA desire to cooperate in funding and making available a County-wide mosquito control and education program; and

WHEREAS, a coordinated effort by the County and the municipalities within the County will permit a more effective mosquito control and education program and specifically will aid control of the mosquito species responsible for the spread of West Nile Virus.

NOW, THEREFORE, in mutual consideration of the premises and the covenants and promises set forth below, the parties to this IGA agree as follows:

1. **PROJECT**. The Project that is the subject of this IGA is a comprehensive integrated larval and adult mosquito control program, on public and private property throughout Garfield County, that will be designed specifically for Garfield County and the municipalities by an independent contractor. The Project will provide surveillance, identifying mosquito breeding habitats and areas with high numbers of mosquito larvae and adults, with an emphasis on Culex mosquitos. Surveillance will include the use of GIS mapping technology. The Project will include the use of chemical pesticides for adult and larval mosquito control in a manner safe to citizens, the environment and pets. Chemical applications will only be done when the elected officials of each pertinent jurisdiction, or their designated staff member, determine that mosquito levels have reached a threshold that poses a public health risk. The

independent contractor will also provide community outreach and public education.

2. PROJECT COSTS. The cost for the entire Project that is the subject of this IGA shall not exceed One Hundred Twenty-Nine Thousand Eight Hundred Eighty-Five Dollars (\$129,885.00), with each town and city contributing the amounts set forth below for a total contribution of Thirty-Eight Thousand Six Hundred Twenty Dollars (\$30,120.00) of the Project Cost. The remainder will be contributed by the County for the thirty-four (34) square miles of service area outside of the municipalities.

3. COUNTY RESPONSIBILITIES. The County shall be the coordinating entity and the contracting and fiscal authority for the Project. The County's responsibilities shall include the creation of the Request For Proposals ("RFP"), management of the RFP process, selection of the contractor and management of the contract. The County shall also continue its leadership role in the functioning of the informal West Nile Working Group. The County shall pay an amount not to exceed Ninety-Nine Thousand Seven Hundred Sixty-Five Dollars (\$99,765.00) of the total Project Cost of One Hundred Twenty-Nine Thousand Eight Hundred Eighty-Five Dollars (\$129,885.00). The County portion includes Silt's and New Castle's contribution which the County will pay for 2010.

4. GLENWOOD SPRINGS RESPONSIBILITIES. Glenwood Springs shall be responsible for payment to the County of \$4,120.00.

5. CARBONDALE RESPONSIBILITIES: Carbondale shall be responsible for payment to the County of \$5,500.00.

6. RIFLE RESPONSIBILITIES: Rifle shall be responsible for payment to the County of \$15,000.00.

7. SILT RESPONSIBILITIES: Silt's payment of \$4,000.00 will be paid by the County for 2010.

8. NEW CASTLE RESPONSIBILITIES: New Castle's payment of \$4,500.00 will be paid by the County for 2010.

9. PARACHUTE RESPONSIBILITIES: Parachute shall be responsible for payment to the County of \$5,500.00.

10. PARTY RESPONSIBILITIES: All parties to this IGA shall cooperate with and assist the independent contractor chosen by the County to perform the work of the Project.

11. REMEDIES. If any of the cities or towns, identified in Paragraphs 4 through 9 above, fail to perform their payment

obligation(s), the County may assume responsibility for the defaulting payment(s), and all other obligations of this IGA shall remain in full force and effect.

12. CONTRACT AWARD. The contract anticipated to define the Scope of Work needed for the Project shall be awarded by Garfield County pursuant to the terms of its Procurement Manual. The Notice to Proceed may be awarded prior to the payment obligations of the municipalities and towns being met.

13. INDEMNIFICATION. To the extent permitted by law, each party to this agreement shall hold harmless, indemnify and defend the other party, including the other party's employees, officers, agents, and assigns, from any claim, lawsuit, or award of damages, to the extent that such claim, lawsuit or award of damages arises from the action or inaction of that party's own officers, employees and agents. Nothing herein shall be interpreted as a waiver of governmental immunity to which each party would otherwise be entitled under Section 24-10-101, et seq., C.R.S., as amended.

14. APPROPRIATION. This IGA is contingent upon appropriation and budgeting for the costs required for the Project. Should any party fail to appropriate or have available sufficient funds to pay for the costs of its obligations set forth herein, this IGA shall be considered of no force or effect, except to the extent that the County has assumed the obligations of another party, as set forth herein.

15. EFFECTIVE DATE. This IGA shall be effective January 1, 2010, no matter the date of execution.

16. AMENDMENT. This IGA may be amended by the parties solely through a written agreement signed by each.

17. FACSIMILES AND COUNTERPARTS. This IGA may be signed in counterparts, and facsimile signatures may be substituted for original signatures.

18. GOVERNING LAW. The laws of the State of Colorado shall govern the validity, performance and enforcement of this IGA. Venue for any action instituted pursuant to this IGA shall lie in Garfield County, Colorado.

19. AUTHORITY. Each person signing this IGA represents and warrants that said person is fully authorized to enter into and execute this IGA and to bind the party represented to the terms and conditions hereof.

20. NOTICE. All notices required under this IGA 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 set forth below. Notice addresses may be changed without amendment to this IGA.

Notice to County: Board of County Commissioners
Attn: County Manager
108 8th Street, Suite 213
Glenwood Springs, CO 81601
Phone: (970) 945-9150
Fax: (970) 384-5005

Notice to Glenwood: City of Glenwood Springs
Attn: City Manager
101 W. 8th St.
Glenwood Springs, CO 81601
Phone: 384-6400

Notice to Carbondale: Town of Carbondale
Attn: Town Manager
511 Colorado Avenue
Carbondale, CO 81623
Phone: (970) 963-2733
Fax: (970) 963-9140

Notice to Rifle: City of Rifle
Attn: City Manager
202 Railroad Avenue
P.O. Box 1908
Rifle, CO 81650
Phone: (970) 625-2121

Notice to Silt: Town of Silt
Attn: Town Administrator
231 N. 7th St., Box 70
Silt, CO 81652
Phone: (970) 876-2353

Notice to New Castle: Town of New Castle
Attn: Town Administrator
450 W. Main
P.O. Box 90
New Castle, CO 81647
Phone: (970) 984-2311

Notice to Parachute:

Town of Parachute
Attn: Town Administrator
222 Grand Valley Way
Box 100
Parachute, CO 81635
Phone: (970) 285-7630

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF GARFIELD COUNTY, COLORADO**

Clerk to the Board

By: _____
Chairman

Dated: _____

ATTEST:

**CITY OF GLENWOOD SPRINGS,
STATE OF COLORADO**

Clerk to the Board

By: _____
Mayor

Dated: _____

ATTEST:

**TOWN OF CARBONDALE
STATE OF COLORADO**

Town Clerk

By: _____
Mayor

Dated: _____

ATTEST:

**CITY OF RIFLE
STATE OF COLORADO**

City Clerk

By: _____
Mayor

Dated: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1003						
Action Shop Services, Inc						
	SI51584	engine oil	04/30/2010	32.64	.00	
Total 1003:				32.64	.00	
1018						
Valley Lumber						
	40532	lumber, bolts, washers, nuts	04/21/2010	204.40	.00	
	40541	strap ties	04/21/2010	8.36	.00	
	40761	supplies	04/27/2010	94.70	.00	
	40903	contact cement	04/30/2010	3.49	.00	
	40926	1/4" chain	04/30/2010	2.49	.00	
	41117	COConcrete mix	05/05/2010	29.94	.00	
	41118	COConcrete mix	05/05/2010	14.97	.00	
	41167	fix fence	05/06/2010	7.99	.00	
	41169	galv wire	05/06/2010	8.49	.00	
Total 1018:				374.83	.00	
1022						
Central Distributing Co						
	831298	CLEANER/RMP	04/22/2010	88.03	.00	
	831600	CLEANING PRODUCTS/CITY HA	04/28/2010	107.23	.00	
	832303	CLEANING PRODUCTS/CITY HA	05/05/2010	204.00	.00	
	832307	CLEANING PRODUCTS/justice	05/05/2010	106.85	.00	
Total 1022:				506.11	.00	
1023						
Chelewski Pipe & Supply						
	126611	PIPE & FITTINGS	04/07/2010	50.71	.00	
	126955	ADAPTER	04/22/2010	178.30	.00	
Total 1023:				229.01	.00	
1034						
Colo Assoc Chiefs Police						
	04192010	2010 MEMBERSHIP	04/19/2010	480.00	.00	
Total 1034:				480.00	.00	
1055						
Columbine Ford, Inc						
	99327	SEAT BELT, RECEPACLE	04/20/2010	394.42	.00	
	99443	RETURN SWITCH ASSY	04/26/2010	17.41-	.00	
	99539	cap asy	04/29/2010	23.62	.00	
Total 1055:				400.63	.00	
1059						
Consolidated Electrical Distr						
	4983-503974	CONTACTOR/ACTION PARK LI	04/27/2010	43.11	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1059:				43.11	.00	
1070						
Federal Express Corp						
	7-065-29370	UTILITIES/ BILL FLASH	04/22/2010	21.40	.00	
	7-065-29370	UTILITIES/ BILL FLASH	04/22/2010	21.40	.00	
	7-073-10486	SHIPPING	04/29/2010	18.19	.00	
Total 1070:				60.99	.00	
1097						
Johnson Construction Inc						
	RIFLE CREEK	Construction of Rifle Creek Trail -	05/07/2010	33,858.25	.00	
	RIFLE CREEK	Construction of Rifle Creek Trail -	05/07/2010	3,385.83-	.00	
Total 1097:				30,472.42	.00	
1105						
Meadow Gold Dairies						
	50203100	DIARY PRODUCTS/SR CENTER	04/22/2010	58.53	.00	
	50203165	DAIRY PRODUCTS/SENIOR CT	04/29/2010	93.23	.00	
Total 1105:				151.76	.00	
1106						
Micro Plastics Inc						
	80992	open house banners	05/05/2010	715.40	.00	
Total 1106:				715.40	.00	
1110						
Napa Auto Parts						
	095075	battery	04/20/2010	4.99	.00	
	095310	battery	04/21/2010	107.88	.00	
	095491	core deposit	04/22/2010	30.23-	.00	
	095522	cap screw	04/22/2010	12.42	.00	
	096238	oil filter, air filter	04/26/2010	197.35	.00	
	096499	bulb	04/27/2010	13.77	.00	
	096695	battery	04/28/2010	172.95	.00	
	097080	oil filter, air filter	04/30/2010	113.94	.00	
	097547	poly	05/04/2010	29.50	.00	
	097632	brakeline	05/04/2010	16.99	.00	
	097826	blade	05/05/2010	8.69	.00	
Total 1110:				648.25	.00	
1111						
Neve's Uniforms, Inc						
	NE3314	UNIFORM /PD	04/26/2010	108.89	.00	
	NE3315	UNIFORM /PD	04/26/2010	99.90	.00	
Total 1111:				208.79	.00	
1118						
Parts House						
	S439036	fan belt, micro v belt	04/22/2010	40.36	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1118:				40.36	.00	
1123						
Rifle Conoco/Rifle Towing						
	16242	FIX tubes	04/01/2010	82.31	.00	
	16542	TOW ABANDONED/PD	04/05/2010	130.00	.00	
Total 1123:				212.31	.00	
1125						
Rifle Chamber Of Commerce						
	05122010	rifle information center	05/12/2010	25,368.00	.00	
Total 1125:				25,368.00	.00	
1132						
Rifle Lock & Safe						
	29820	KEYS	05/05/2010	54.00	.00	
	29832	KEYS	05/06/2010	1.75	.00	
Total 1132:				55.75	.00	
1143						
Swallow Oil Company						
	04292010	DIESEL /FLEET	04/29/2010	2,363.95	.00	
	04292010	UNLEADED /FLEET	04/29/2010	1,558.19	.00	
Total 1143:				3,922.14	.00	
1181						
Garfield Steel & Machine, Inc						
	00071470	PIPE & PIPE FITTINGS	05/05/2010	297.37	.00	
Total 1181:				297.37	.00	
1188						
Jean's Printing						
	101425	CERTIFICATES	04/26/2010	252.81	.00	
	101594	RAON CLIFF CHAOS	05/07/2010	152.53	.00	
Total 1188:				405.34	.00	
1191						
Lewan & Associates, Inc						
	680539	B&W METER	04/26/2010	131.74	.00	
	681045	COPY CHARGES	04/26/2010	47.37	.00	
	681370	B&W METER	04/27/2010	329.11	.00	
Total 1191:				508.22	.00	
1205						
American Water Works Associat						
	7000225363	MEMBERSHIP DUES	04/26/2010	295.00	.00	
Total 1205:				295.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1339						
Grand Junction Pipe & Supply						
	C2315835	HUNTER	04/27/2010	138.00	.00	
	C2315890	CURB SACK	04/27/2010	178.04	.00	
	C2316171	JACKET	04/30/2010	99.44	.00	
Total 1339:				415.48	.00	
1437						
TAYLOR FENCE COMPANY OF GRAND						
	28462	CONST. PANEL RENTAL	04/28/2010	28.80	.00	
	28463	CONSTRUCTION PANELS	04/28/2010	15.00	.00	
Total 1437:				43.80	.00	
1460						
Western Colorado Electrical						
	4438	PO #34360 graham water plant	04/21/2010	3,131.15	.00	
Total 1460:				3,131.15	.00	
1505						
Markertek Video Supply						
	892651	West Penn Wire	04/27/2010	310.11	.00	
Total 1505:				310.11	.00	
1671						
Roto-rooter Services Inc						
	337101	CLEARED MAIN LINE	02/15/2010	.00	.00	
Total 1671:				.00	.00	
1768						
Faris Machinery Company						
	G19656	GROUND SHAFT	04/22/2010	728.30	.00	
	G19670	RUBBER SEAL	04/29/2010	14.51	.00	
Total 1768:				742.81	.00	
1809						
Colo Law Enforcement Officers						
	426	CLEO TRAINING CLASS	04/26/2010	175.00	.00	
Total 1809:				175.00	.00	
1822						
Frontella, Gil						
	136526	PLANTERS, PRUNE TREES	04/29/2010	410.00	.00	
Total 1822:				410.00	.00	
1830						
Grand Valley Foods						
	107232	FOOD PRODUCT/SR CENTER	04/30/2010	376.02	.00	
Total 1830:				376.02	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2122						
Utility Notification Center Co						
	21004607	RTL TRANSMISSIONS	04/30/2010	135.24	.00	
Total 2122:				135.24	.00	
2149						
Dell Marketing L.p.						
	XDRNJ61R4	FLAT PANEL	04/28/2010	276.56	.00	
Total 2149:				276.56	.00	
2184						
Savage Land Co						
	14	DITCH CLEANING/CE WATER R	02/15/2010	424.30	.00	
Total 2184:				424.30	.00	
2343						
Mountain Pest Control						
	0233202	PEST CONTROL	04/29/2010	35.00	.00	
Total 2343:				35.00	.00	
2474						
Public Agency Training Council						
	130122	leadership kills for challenging tim	04/26/2010	590.00	.00	
Total 2474:				590.00	.00	
2497						
Techdepot/Solution 4Sure						
	B10044664V1	PRINT CARRIDGE	04/09/2010	85.68	.00	
Total 2497:				85.68	.00	
2540						
Walker Electric						
	3424	parking lights and generator/pd	04/27/2010	75.00	.00	
	3425	garage door / Park maint building	04/27/2010	130.00	.00	
Total 2540:				205.00	.00	
2543						
Airgas Intermountain, Inc						
	104368569	bench girnder	04/23/2010	220.20	.00	
	104368570	canvas covers	04/23/2010	105.00	.00	
	536206-00	steel	04/27/2010	325.18	.00	
	536206-02	electrode	04/27/2010	69.64	.00	
Total 2543:				720.02	.00	
2573						
Mountain West Office Products						
	2426351	PORTABLE FILE	04/02/2010	22.94	.00	
	2427511	label	04/23/2010	88.38	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2573:				111.32	.00	
2690						
Down Valley Septic & Drain LLC						
	APR100012	20 YD ROLL OFF/CE	04/29/2010	200.00	.00	
Total 2690:				200.00	.00	
2694						
Gould Construction						
	PAC PAY APP	Construction/Installation PAC Syst	05/11/2010	41,905.00	.00	
	PAC PAY APP	Construction/Installation PAC Syst	05/11/2010	4,190.50-	.00	
Total 2694:				37,714.50	.00	
2824						
Aflac						
	091525ER	SERVICE FEE	04/15/2010	170.00	.00	
Total 2824:				170.00	.00	
2846						
Colo Mtn News Media						
	4460591 4/10	RIFLE PD, LOST & FOUND	04/29/2010	50.05	.00	
	4832685	Rec Roundup	04/24/2010	129.90	.00	
	4854723R	Rec Roundup	04/08/2010	129.90	.00	
	4858885	police officer	04/30/2010	1,697.00	.00	
	4858885	biosolids	04/30/2010	62.05	.00	
	4886330	Rec Roundup	04/15/2010	129.90	.00	
	4915338	Rec Roundup	04/29/2010	129.90	.00	
	4926925	Rec Roundup	04/29/2010	129.90	.00	
Total 2846:				2,458.60	.00	
2936						
Farmer Bros. Co.						
	52267090	FOOD PRODUCTS/SENIOR CTR	05/03/2010	198.50	.00	
Total 2936:				198.50	.00	
2940						
Face-n-space Silkscreening						
	3353	LOGO FOR JACKETS	05/06/2010	66.50	.00	
	3353	LOGO FOR JACKETS	05/06/2010	28.50	.00	
Total 2940:				95.00	.00	
3016						
Flattops Fencing And Supply						
	97189	Repair Entrance Gate at RRWWR	04/02/2010	1,167.52	.00	
Total 3016:				1,167.52	.00	
3035						
Rocky Mountain Supply Co.						
	10667	center edge, end edge	01/06/1967	632.76	.00	
	10687	fdb edge bob	04/13/2010	308.38	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	10690	dbf edge	04/13/2010	402.20	.00	
Total 3035:				1,343.34	.00	
3083						
ALSCO						
	LGRA844063	LAUNDRY/senior center	04/27/2010	48.11	.00	
	LGRA846798	work shirts and pants	05/04/2010	22.55	.00	
	LGRA849602	work shirts and pants	05/11/2010	22.55	.00	
Total 3083:				93.21	.00	
3107						
Northern Safety Co Inc						
	P26951390201	binder	04/29/2010	83.27	.00	
Total 3107:				83.27	.00	
3178						
Hanson Equipment,inc						
	220153	ADAPTER/Trmsmtr	04/06/2010	383.91	.00	
	636171	SWITCH	04/26/2001	41.46	.00	
Total 3178:				425.37	.00	
3347						
V.i.p. Services						
	29429	TRASH PICKUP/DDA	04/01/2010	140.00	.00	
Total 3347:				140.00	.00	
3389						
Sandy's Office Supply Inc						
	8277 4/30/10	SUPPLIES	04/30/2010	191.49	.00	
	857159	modesty panel	04/22/2010	340.00	.00	
	858210	paper, crossectn	04/29/2010	93.54	.00	
	859086	trimmer	05/05/2010	93.99	.00	
Total 3389:				719.02	.00	
3666						
Stereo Unlimited Inc						
	1431	loudspeaker	04/23/2010	910.00	.00	
Total 3666:				910.00	.00	
3755						
Wagner Equipment Co						
	PO2C0379717	plate	04/21/2010	91.21	.00	
Total 3755:				91.21	.00	
3909						
Mancinelli's						
	PO 34197	meals for meetings	05/11/2010	93.25	.00	
	PO 34343	meals for meetings/clean up crew	04/28/2010	85.75	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3909:				179.00	.00	
4021						
Rifle Equipment Inc						
	CC000068	blade, filter	04/19/2010	5.63-	.00	
Total 4021:				5.63-	.00	
4055						
UPS/United Parcel Service						
	0000Y2097W1	SHIPPING CHARGES/WATER	04/24/2010	6.34	.00	
	0000Y2097W1	SHIPPING CHARGES/WATER	04/24/2010	11.24	.00	
Total 4055:				17.58	.00	
4098						
Heuton Tire Co						
	77060	TIRES/FLEET	04/23/2010	623.92	.00	
	77334	TURF TAMER	05/04/2010	76.00	.00	
Total 4098:				699.92	.00	
4181						
Crown Awards						
	31065319	SOCCER MEDALS	04/28/2010	476.60	.00	
Total 4181:				476.60	.00	
4321						
Barnes Distribution						
	1901683001	BRAKE CLEANER	04/15/2010	72.09	.00	
Total 4321:				72.09	.00	
4339						
Design Concepts						
	0013302	SCHEMATIC DESIGN, COST ES	04/05/2010	1,652.83	.00	
	0013370	PO #74 /CONST DOCS/CENTEN	05/05/2010	998.28	.00	
	0013372	SCHEMATIC DESIGN, COST ES	05/05/2010	3,955.30	.00	
Total 4339:				6,606.41	.00	
4522						
Lifeguard Store Inc The						
	INV007425	LIFE GAURD SWIM SUITES	04/24/2010	1,445.00	.00	
	INV007444	suit	04/24/2010	392.00	.00	
Total 4522:				1,837.00	.00	
4630						
Kirkman, Uia						
	43	PERFORMANCE/SR CENTER	04/22/2010	75.00	.00	
Total 4630:				75.00	.00	
4674						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
PBS&J						
	1076988	Rifle Arterial Engineering and Stre	04/28/2010	1,471.50	.00	
Total 4674:				1,471.50	.00	
4753						
Rifle Truck & Trailer						
	2408	winch	04/22/2010	252.12	.00	
Total 4753:				252.12	.00	
4811						
United Site Services Inc						
	103-28109	PORTABLE RESTROOM/ PARK	04/23/2010	65.00	.00	
	103-28110	PORTABLE RESTROOM/ PARK	04/23/2010	65.00	.00	
	103-28111	PORTABLE RESTROOM/DAVID	04/23/2010	130.00	.00	
Total 4811:				260.00	.00	
4825						
Cross Propane Gas						
	38963	PROPANE/PW FACILITY	04/21/2010	1,259.05	.00	
Total 4825:				1,259.05	.00	
4926						
Ge Capital						
	53766240	KIP PRINTER	04/07/2010	391.49	.00	
	53824332	SHARP COPIERS/ FINANCE	04/18/2010	216.47	.00	
	53824332	SHARP COPIERS/ PD	04/18/2010	359.22	.00	
Total 4926:				967.18	.00	
4960						
PXI INC						
	28-267	SPRING CLEAN UP	04/28/2010	6,272.50	.00	
Total 4960:				6,272.50	.00	
4966						
Graphic Edge						
	449271	Team uniforms/rec	05/06/2010	138.38	.00	
Total 4966:				138.38	.00	
4989						
Mr Power S/Sandor Drucker						
	115	SIDEWALK CLEANING/DDA	05/04/2010	950.00	.00	
Total 4989:				950.00	.00	
5078						
BSN SPORTS COLLEGIATE PACIFIC						
	93496123	scorebook, baseball	04/16/2010	1,089.00	.00	
Total 5078:				1,089.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5181						
FRED'S HARDWARE						
	20300 4/10	SUPPLIES	04/30/2010	150.90	.00	
	20301 4/10	SUPPLIES/STREETS	04/30/2010	72.55	.00	
	20302 4/10	SUPPLIES/PD	04/30/2010	14.48	.00	
	20303 4/10	SUPPLIES	04/30/2010	159.99	.00	
	20303 4/10	SUPPLIES/WW	04/30/2010	246.93	.00	
Total 5181:				644.85	.00	
5253						
FASTENAL						
	CORIF30891	BOLT CUTTER	03/24/2010	130.50	.00	
Total 5253:				130.50	.00	
5503						
JAY-MAX SALES						
	187250	rag	04/19/2010	51.50	.00	
Total 5503:				51.50	.00	
5541						
FIRST IMPRESSION/Reeve, Darryl						
	04682	WINDOW CLEANING/PARK MAI	05/03/2010	584.00	.00	
	04684	WINDOW CLEANING/CITY HALL	05/03/2010	482.00	.00	
Total 5541:				1,066.00	.00	
5574						
Pollardwater.com						
	I271866-IN	hose monster	04/27/2010	2,131.04	.00	
Total 5574:				2,131.04	.00	
5613						
SunEdison, LLC/pump station						
	007710050039	PUMP STATION #1	05/03/2010	4,812.48	.00	
Total 5613:				4,812.48	.00	
5616						
Warehouse Rack.com						
	FFORD026586	TEARDROP BEAM/WIRE DECK	04/12/2010	1,942.00	.00	
Total 5616:				1,942.00	.00	
5754						
GARFIELD COUNTY HUMAN SERVICES						
	SPROG-0014	2010 Nutrition/Transp for Seniors	04/26/2010	35,087.60	.00	
Total 5754:				35,087.60	.00	
5788						
ECI Site Construction Mgmt						
	PAY APP 9	Centennial Park Phase I	05/11/2010	276,653.61	.00	
	PAY APP 9	Centennial Park Phase I	05/11/2010	27,665.36-	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5788:				248,988.25	.00	
5789						
GARFIELD CO LIBRARIES CAPITAL						
	09-008	Civic plaza dola grant	12/31/2009	.34	.00	
	09-008	Civic plaza dola grant	12/31/2009	72,052.68	.00	
	10-001	Civic plaza dola grant	02/15/2010	114,016.03	.00	
	10-003	Civic plaza dola grant	03/15/2010	275,134.88	.00	
Total 5789:				461,203.93	.00	
5796						
Norit Americas Inc.						
	507302	LEASE OF DOSING EQUIPMEN	04/23/2010	5,975.00	.00	
Total 5796:				5,975.00	.00	
5833						
SunEdison, LLC/SunE U6 holding						
	007810050039	energy innovation center	05/03/2010	12,901.86	.00	
Total 5833:				12,901.86	.00	
5841						
Office Furniture & Design Cent						
	154612-0	casters	04/22/2010	153.99	.00	
Total 5841:				153.99	.00	
5846						
Mesa County Health Department						
	1411-10	Water Testing	04/20/2010	20.00	.00	
	1412-10	Water Testing	04/20/2010	20.00	.00	
	1413-10	Water Testing	04/20/2010	20.00	.00	
	1414-10	Water Testing	04/20/2010	20.00	.00	
	1415-10	Water Testing	04/20/2010	20.00	.00	
Total 5846:				100.00	.00	
5945						
Loyal E Leavenworth pc						
	161	legal fees	04/30/2010	2,610.00	.00	
Total 5945:				2,610.00	.00	
5967						
Harbor Freight Tools						
	02-376810	EQUIPMENT	04/11/2010	569.93	.00	
	02-376810	SUPPLIES	04/11/2010	15.96	.00	
Total 5967:				585.89	.00	
5984						
JIM DIBLE OIL CO						
	Q1746	PAIL	04/29/2010	394.50	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5984:				394.50	.00	
5985						
Computer Specialist Inc.						
	45689828	misc cables	04/12/2010	524.19	.00	
Total 5985:				524.19	.00	
5986						
LUJAN, AMY						
	337101	CLEARED MAIN SEWER LINE	02/15/2010	432.00	.00	
Total 5986:				432.00	.00	
5987						
GREEN SIDE UP LANDSCAPING						
	05072010	PIONEER MESA PARK	05/07/2010	8,250.00	.00	
Total 5987:				8,250.00	.00	
5988						
SUPERIOR LAMP INC						
	S2606653-01	LIGHTS	04/27/2010	431.08	.00	
Total 5988:				431.08	.00	
Grand Totals:				930,459.82	.00	

Dated: 5/13/10City Treasurer: J. Francis for C. Kelly

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

ACH Payments for May

City of Riffe

Check Register - GL Detail Report - Finance Director Sign
Check Issue Dates: 4/29/2010 - 4/30/2010

Page: 1
May 13, 2010 10:24AM

Report Criteria:

Report type: GL detail

Check.Check Number = 430100029-430100031

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount	
04/10	04/30/2010	430100029	1114	Wells Fargo Bank West	04302010	1	310-4331-400-8	.00	2,059.77	M
04/10	04/30/2010	430100029	1114	Wells Fargo Bank West	04302010	2	310-4331-400-8	.00	6,666.66	M
Total 430100029:								.00	8,726.43	
04/10	04/30/2010	430100030	3858	Wells Fargo Bank Mn Na	03312010	1	310-4331-400-8	.00	3,746.25	M
04/10	04/30/2010	430100030	3858	Wells Fargo Bank Mn Na	03312010	2	310-4331-400-8	.00	5,416.67	M
Total 430100030:								.00	9,162.92	
04/10	04/30/2010	430100031	4838	Sun Trust Bank Corporation	04302010	1	310-4331-400-8	.00	6,596.80	M
04/10	04/30/2010	430100031	4838	Sun Trust Bank Corporation	04302010	2	310-4331-400-8	.00	19,657.65	M
Total 430100031:								.00	26,254.45	
Grand Totals:								.00	44,143.80	

Dated: 5/13/10

Accounts Payable : _____

Finance Director : J. Francis for CKelty

Prepared check run

Report Criteria:
Report type: GL detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
04/10	04/30/2010	46597	2209	Briedis, Aleks	04232010	1	210-4512-400-5	.00	88.00
Total 46597:								.00	88.00
04/10	04/30/2010	46598	5974	Christie, Dennis	042310	1	320-4325-400-5	.00	115.00
Total 46598:								.00	115.00
04/10	04/30/2010	46599	1041	Colo Dept Of Public Hlth & Env	042910	1	100-4800-400-5	.00	5.00
Total 46599:								.00	5.00
04/10	04/30/2010	46600	1048	Colo Municipal League	04302010	1	100-4111-400-5	.00	280.00
Total 46600:								.00	280.00
04/10	04/30/2010	46601	5484	GEHRKE, STEVE	04272010	1	210-4521-400-5	.00	29.70
Total 46601:								.00	29.70
04/10	04/30/2010	46602	4345	Helen Artist-Rogers/HR Design	1402	1	205-4651-400-7	.00	90.00
Total 46602:								.00	90.00
04/10	04/30/2010	46603	3015	Kroger/King Sooper Cust Charge	007087	1	100-4514-400-6	.00	70.82
04/10	04/30/2010	46603	3015	Kroger/King Sooper Cust Charge	007101	1	210-4512-400-5	.00	52.43
04/10	04/30/2010	46603	3015	Kroger/King Sooper Cust Charge	085736	1	100-4210-400-6	.00	19.03
04/10	04/30/2010	46603	3015	Kroger/King Sooper Cust Charge	097226	1	210-4521-400-6	.00	21.47
Total 46603:								.00	163.75
04/10	04/30/2010	46604	5975	Lewis, Janie	04222010	1	100-4414-400-6	.00	50.00
Total 46604:								.00	50.00
04/10	04/30/2010	46605	5970	Los Innocentes	04262010	1	100-4210-400-6	.00	600.00
Total 46605:								.00	600.00
04/10	04/30/2010	46606	4240	PLATINUM PLUS/kelty	KELTY 4/11/	1	100-4151-400-5	.00	506.41
Total 46606:								.00	506.41
04/10	04/30/2010	46607	5960	Baca, Maria	2000511.002	1	210-3000-347-0	.00	10.00
Total 46607:								.00	10.00
04/10	04/30/2010	46608	5960	Lowry, Sandra	2000512.002	1	210-3000-347-0	.00	30.00
Total 46608:								.00	30.00
04/10	04/30/2010	46609	5972	Sport Authority	04292010	1	100-4210-400-6	.00	999.99

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
Total 46609:								.00	999.99
04/10	04/30/2010	46610	4967	Touch Tone Communications	9706252121	1	100 4114 400 5	.00	5.75
04/10	04/30/2010	46610	4967	Touch Tone Communications	9706252121	2	100 4121 400 5	.00	7.67
04/10	04/30/2010	46610	4967	Touch Tone Communications	9706252121	3	100 4132 400 5	.00	9.58
04/10	04/30/2010	46610	4967	Touch Tone Communications	9706252121	4	100 4151 400 5	.00	19.16
04/10	04/30/2010	46610	4967	Touch Tone Communications	9706252121	5	100 4191 400 5	.00	19.16
04/10	04/30/2010	46610	4967	Touch Tone Communications	9706252121	6	100 4199 400 5	.00	7.67
04/10	04/30/2010	46610	4967	Touch Tone Communications	9706252121	7	100 4215 400 5	.00	65.16
04/10	04/30/2010	46610	4967	Touch Tone Communications	9706252121	8	100 4240 400 5	.00	11.50
04/10	04/30/2010	46610	4967	Touch Tone Communications	9706252121	9	100 4317 400 5	.00	13.41
04/10	04/30/2010	46610	4967	Touch Tone Communications	9706252121	10	210 4512 400 5	.00	26.83
04/10	04/30/2010	46610	4967	Touch Tone Communications	9706252121	11	210 4521 400 5	.00	15.33
04/10	04/30/2010	46610	4967	Touch Tone Communications	9706252121	12	310 4310 400 5	.00	19.16
04/10	04/30/2010	46610	4967	Touch Tone Communications	9706252121	13	310 4331 400 5	.00	10.54
04/10	04/30/2010	46610	4967	Touch Tone Communications	9706252121	14	320 4325 400 5	.00	10.54
04/10	04/30/2010	46610	4967	Touch Tone Communications	9706252121	15	620 4192 400 5	.00	7.67
Total 46610:								.00	249.13
04/10	04/30/2010	46611	2960	Walmart Community	005232	1	210-4521-400-6	.00	4.22
04/10	04/30/2010	46611	2960	Walmart Community	005277	1	100-4210-400-6	.00	25.40
04/10	04/30/2010	46611	2960	Walmart Community	029696	1	210-4512-400-6	.00	458.96
04/10	04/30/2010	46611	2960	Walmart Community	030852	1	100-4210-400-6	.00	45.42
Total 46611:								.00	534.00
05/10	05/03/2010	46612	4121	Cebt	05012010	1	100-202-007	.00	68,475.83
05/10	05/03/2010	46612	4121	Cebt	05012010	2	210-202-007	.00	11,141.71
05/10	05/03/2010	46612	4121	Cebt	05012010	3	310-202-007	.00	13,155.37
05/10	05/03/2010	46612	4121	Cebt	05012010	4	320-202-007	.00	4,211.55
05/10	05/03/2010	46612	4121	Cebt	05012010	5	330-202-007	.00	941.22
05/10	05/03/2010	46612	4121	Cebt	05012010	6	610-202-007	.00	1,479.79
05/10	05/03/2010	46612	4121	Cebt	05012010	7	620-202-007	.00	1,479.79
05/10	05/03/2010	46612	4121	Cebt	05012010	8	100-202-007	.00	1,779.37
Total 46612:								.00	102,664.63
Grand Totals:								.00	106,415.61

Dated: 5/3/10

Accounts Payable: _____

Finance Director: Charles Kelly

Report Criteria:

Report type: GL detail

Prepaid Check Run

Report Criteria:
Report type: GL detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
05/10	05/07/2010	46711	1001	AT & T	970 625 733	1	100-4194-400-5	.00	1.65
Total 46711:								.00	1.65
05/10	05/07/2010	46712	3119	Colo Dept Of Transportation	05072010	1	100-4317-400-6	.00	15.00
Total 46712:								.00	15.00
05/10	05/07/2010	46713	5744	CORTEZ, DARWIN F	05032010	1	210-4512-400-5	.00	55.00
Total 46713:								.00	55.00
05/10	05/07/2010	46714	5979	Davinci Sign Systems, Inc	SIGN PERMI	1	100-204-000	.00	160.00
Total 46714:								.00	160.00
05/10	05/07/2010	46715	5202	ELDERADO SIGN & NEON	SIGN PERMI	1	100-204-000	.00	80.00
Total 46715:								.00	80.00
05/10	05/07/2010	46716	1080	Garfield County Treasurer	R361582	1	210-4523-400-7	.00	18.24
05/10	05/07/2010	46716	1080	Garfield County Treasurer	R361583	1	210-4523-400-7	.00	36.44
Total 46716:								.00	54.68
05/10	05/07/2010	46717	5978	Gorden Sign	SIGN PERMI	1	100-204-000	.00	80.00
Total 46717:								.00	80.00
05/10	05/07/2010	46718	4345	Helen Artist-Rogers/HR Design	1403	1	205-4651-400-7	.00	173.29
Total 46718:								.00	173.29
05/10	05/07/2010	46719	3015	Kroger/King Sooper Cust Charge	088900	1	100-4514-400-6	.00	51.51
05/10	05/07/2010	46719	3015	Kroger/King Sooper Cust Charge	092694	1	100-4514-400-6	.00	24.80
05/10	05/07/2010	46719	3015	Kroger/King Sooper Cust Charge	122629	1	100-4514-400-6	.00	43.57
Total 46719:								.00	119.88
05/10	05/07/2010	46720	2830	Qwest	625-0309 04/	1	210-4521-400-5	.00	53.28
05/10	05/07/2010	46720	2830	Qwest	625-0339 04/	1	100-4310-400-5	.00	96.46
05/10	05/07/2010	46720	2830	Qwest	625-1060 4/1	1	310-4331-400-5	.00	81.88
05/10	05/07/2010	46720	2830	Qwest	625-1636 4/1	1	210-4521-400-5	.00	54.88
05/10	05/07/2010	46720	2830	Qwest	625-1877 4/1	1	100-4514-400-5	.00	46.18
05/10	05/07/2010	46720	2830	Qwest	625-2841 04/	1	310-4331-400-5	.00	50.31
05/10	05/07/2010	46720	2830	Qwest	625-3185 04/	1	210-4513-400-5	.00	48.03
05/10	05/07/2010	46720	2830	Qwest	625-3724 4/1	1	310-4331-400-5	.00	54.21
05/10	05/07/2010	46720	2830	Qwest	625-3798 04/	1	210-4521-400-5	.00	51.89
05/10	05/07/2010	46720	2830	Qwest	625-3957 04/	1	100-4310-400-5	.00	53.36
05/10	05/07/2010	46720	2830	Qwest	625-4620 4/1	1	320-4325-400-5	.00	71.71
05/10	05/07/2010	46720	2830	Qwest	625-4960 04/	1	100-4210-400-5	.00	136.05
05/10	05/07/2010	46720	2830	Qwest	625-8808 04/	1	100-4414-400-5	.00	91.25
05/10	05/07/2010	46720	2830	Qwest	625-8929 04/	1	210-4521-400-5	.00	89.92

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
05/10	05/07/2010	46720	2830	Qwest	625-9179 4/1	1	100-4151-400-5	.00	90.05
05/10	05/07/2010	46720	2830	Qwest	970-625-462	1	320-4325-400-5	.00	64.07
05/10	05/07/2010	46720	2830	Qwest	970-625-733	1	100-4114-400-5	.00	9.17
05/10	05/07/2010	46720	2830	Qwest	970-625-733	2	100-4121-400-5	.00	12.23
05/10	05/07/2010	46720	2830	Qwest	970-625-733	3	100-4132-400-5	.00	15.28
05/10	05/07/2010	46720	2830	Qwest	970-625-733	4	100-4151-400-5	.00	30.57
05/10	05/07/2010	46720	2830	Qwest	970-625-733	5	100-4191-400-5	.00	30.57
05/10	05/07/2010	46720	2830	Qwest	970-625-733	6	100-4199-400-5	.00	12.23
05/10	05/07/2010	46720	2830	Qwest	970-625-733	7	100-4240-400-5	.00	18.34
05/10	05/07/2010	46720	2830	Qwest	970-625-733	8	100-4317-400-5	.00	21.40
05/10	05/07/2010	46720	2830	Qwest	970-625-733	9	210-4512-400-5	.00	42.80
05/10	05/07/2010	46720	2830	Qwest	970-625-733	10	100-4215-400-5	.00	103.94
05/10	05/07/2010	46720	2830	Qwest	970-625-733	11	310-4331-400-5	.00	4.59
05/10	05/07/2010	46720	2830	Qwest	970-625-733	13	210-4521-400-5	.00	24.46
05/10	05/07/2010	46720	2830	Qwest	970-625-733	14	620-4192-400-5	.00	12.22
05/10	05/07/2010	46720	2830	Qwest	970-625-733	15	310-4331-400-5	.00	12.22
05/10	05/07/2010	46720	2830	Qwest	970-625-733	16	320-4325-400-5	.00	12.22
05/10	05/07/2010	46720	2830	Qwest	970-625-733	17	100-4310-400-5	.00	30.57
05/10	05/07/2010	46720	2830	Qwest	970-625-733	18	320-4325-400-5	.00	4.59
Total 46720:								.00	1,530.93
05/10	05/07/2010	46721	2955	Rifle Rendezvous Festival, Inc	05052010	1	204-4650-400-7	.00	5,000.00
Total 46721:								.00	5,000.00
05/10	05/07/2010	46722	5977	Roberts Lighing Service	SIGN PERMI	1	100-204-000	.00	80.00
Total 46722:								.00	80.00
05/10	05/07/2010	46723	5949	SHROYER, NINA	05042010	1	204-4650-400-7	.00	4,000.00
Total 46723:								.00	4,000.00
05/10	05/07/2010	46724	5211	STAPLES	C187203001	1	100-4210-400-6	.00	209.94
05/10	05/07/2010	46724	5211	STAPLES	C187203002	1	100-4210-400-6	.00	18.49
Total 46724:								.00	228.43
05/10	05/07/2010	46725	5976	Timmer, Kelley	04272010	1	100-3000-378-0	.00	19.90
Total 46725:								.00	19.90
05/10	05/07/2010	46726	5941	Sax, Joel	39101	1	001-004-175	.00	1,361.16
05/10	05/07/2010	46726	5941	Sax, Joel	507101	1	001-004-175	.00	882.99
Total 46726:								.00	2,244.15
05/10	05/07/2010	46727	3327	Valley Veterinary Clinic	SIGN PERMI	1	100-204-000	.00	80.00
Total 46727:								.00	80.00
05/10	05/07/2010	46728	1004	Verizon Wireless, Bellevue	0862267969	1	310-4331-400-5	.00	67.96
05/10	05/07/2010	46728	1004	Verizon Wireless, Bellevue	0862267969	2	320-4325-400-5	.00	67.97
05/10	05/07/2010	46728	1004	Verizon Wireless, Bellevue	0862267969	3	100-4414-400-5	.00	75.66
05/10	05/07/2010	46728	1004	Verizon Wireless, Bellevue	0862267969	4	100-4240-400-5	.00	123.52

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
05/10	05/07/2010	46728	1004	Verizon Wireless, Bellevue	0862267969	5	100-4422-400-5	.00	34.39
05/10	05/07/2010	46728	1004	Verizon Wireless, Bellevue	0862267969	6	100-4199-400-5	.00	34.68
05/10	05/07/2010	46728	1004	Verizon Wireless, Bellevue	0862267969	7	100-4194-400-5	.00	34.65
05/10	05/07/2010	46728	1004	Verizon Wireless, Bellevue	0862267969	8	100-4132-400-5	.00	53.79
05/10	05/07/2010	46728	1004	Verizon Wireless, Bellevue	0862267969	9	100-4311-400-5	.00	70.90
05/10	05/07/2010	46728	1004	Verizon Wireless, Bellevue	0862267969	10	100-4135-400-5	.00	53.79
05/10	05/07/2010	46728	1004	Verizon Wireless, Bellevue	0862267969	11	620-4192-400-5	.00	153.61
05/10	05/07/2010	46728	1004	Verizon Wireless, Bellevue	0862267969	12	100-4111-400-5	.00	35.49
05/10	05/07/2010	46728	1004	Verizon Wireless, Bellevue	0862267969	13	210-4521-400-5	.00	200.78
05/10	05/07/2010	46728	1004	Verizon Wireless, Bellevue	0862267969	14	100-4191-400-5	.00	106.82
05/10	05/07/2010	46728	1004	Verizon Wireless, Bellevue	0862267969	15	100-4210-400-5	.00	1,024.51
05/10	05/07/2010	46728	1004	Verizon Wireless, Bellevue	0862267969	16	100-4317-400-5	.00	147.45
05/10	05/07/2010	46728	1004	Verizon Wireless, Bellevue	0862267969	17	210-4512-400-5	.00	243.19
05/10	05/07/2010	46728	1004	Verizon Wireless, Bellevue	0862267969	18	330-4320-400-5	.00	38.73
05/10	05/07/2010	46728	1004	Verizon Wireless, Bellevue	0862267969	19	100-4514-400-5	.00	33.54
05/10	05/07/2010	46728	1004	Verizon Wireless, Bellevue	0862267969	20	100-4310-400-5	.00	254.42
05/10	05/07/2010	46728	1004	Verizon Wireless, Bellevue	0862267969	21	310-4331-400-5	.00	60.86
05/10	05/07/2010	46728	1004	Verizon Wireless, Bellevue	0862267969	22	320-4325-400-5	.00	60.85
05/10	05/07/2010	46728	1004	Verizon Wireless, Bellevue	0862267969	23	320-4325-400-5	.00	168.72
05/10	05/07/2010	46728	1004	Verizon Wireless, Bellevue	0862267969	24	310-4331-400-5	.00	196.67
05/10	05/07/2010	46728	1004	Verizon Wireless, Bellevue	0862267969	25	210-4523-400-7	.00	39.08
Total 46728:								.00	3,382.03
05/10	05/07/2010	46729	2960	Walmart Community	0055307	1	210-4512-400-6	.00	91.51
05/10	05/07/2010	46729	2960	Walmart Community	022065	1	100-4514-400-6	.00	80.69
05/10	05/07/2010	46729	2960	Walmart Community	028882	1	100-4514-400-6	.00	166.12
Total 46729:								.00	338.32
05/10	05/07/2010	46730	5555	WRIGHT GROUP, LLC	SIGN PERMI	1	100-204-000	.00	80.00
Total 46730:								.00	80.00
05/10	05/07/2010	46731	1120	Xcel Energy Inc	234040717	1	320-4325-400-4	.00	1,283.31
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	1	210 4513 400 4	.00	67.56
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	2	210 4513 400 4	.00	22.30
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	3	210 4513 400 4	.00	22.30
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	4	310 4331 400 4	.00	21.65
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	5	310 4331 400 4	.00	766.26
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	6	310 4331 400 4	.00	2,452.75
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	7	320 4325 400 4	.00	256.92
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	8	310 4331 400 4	.00	1,458.20
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	9	100 4310 400 4	.00	11.69
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	10	100 4422 400 4	.00	145.33
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	11	320 4325 400 4	.00	1,606.45
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	12	100 4800 400 4	.00	486.48
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	13	100 4310 400 4	.00	25.25
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	14	210 4521 400 4	.00	15.87
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	15	100 4310 400 4	.00	11.61
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	16	100 4422 400 4	.00	11.61
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	17	310 4331 400 4	.00	36.98
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	18	210 4521 400 4	.00	975.86
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	19	210 4521 400 4	.00	208.93
J5/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	20	310 4331 400 4	.00	12.07
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	21	320 4325 400 4	.00	160.84

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	22	100 4310 400 4	.00	25.42
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	23	210 4521 400 4	.00	45.52
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	24	210 4521 400 4	.00	11.79
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	25	100 4414 400 4	.00	128.81
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	26	210 4521 400 4	.00	19.03
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	27	100 4310 400 4	.00	11.61
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	28	310 4331 400 4	.00	525.40
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	29	210 4513 400 4	.00	24.55
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	30	100 4194 400 4	.00	2,272.67
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	31	100 4800 400 4	.00	12.85
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	32	100 4310 400 4	.00	11.61
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	33	100 4310 400 4	.00	24.12
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	34	210 4521 400 4	.00	359.72
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	35	310 4331 400 4	.00	55.29
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	36	210 4521 400 4	.00	45.02
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	37	100 4514 400 4	.00	1,060.15
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	38	210 4521 400 4	.00	304.15
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	39	100 4310 400 4	.00	29.24
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	40	100 4310 400 4	.00	1,715.13
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	41	210 4521 400 4	.00	2,133.72
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	42	310 4331 400 4	.00	14.11
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	43	100 4310 400 4	.00	509.16
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	44	100 4215 400 4	.00	2,417.69
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	45	100 4310 400 4	.00	118.34
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	46	210 4521 400 4	.00	1,744.71
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	47	210 4521 400 4	.00	110.09
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	48	320 4325 400 4	.00	115.49
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	49	100 4310 400 4	.00	131.61
05/10	05/07/2010	46731	1120	Xcel Energy Inc	235822236	50	100 4310 400 4	.00	161.06
05/10	05/07/2010	46731	1120	Xcel Energy Inc	236994953	1	320-4325-400-4	.00	4,035.18
05/10	05/07/2010	46731	1120	Xcel Energy Inc	237141486	1	310-4331-400-4	.00	21.77
Total 46731:								.00	28,255.23
Grand Totals:								.00	45,978.49

Dated: 5/10/10

Accounts Payable: _____

Finance Director: Charles Kelly

Report Criteria:
 Report type: GL detail



Sander N. Karp
James S. Neu
Karl J. Hanlon
Michael J. Sawyer
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May 14, 2010

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

Re: May 19, 2010 City Council Meeting

Dear Mayor Lambert and Members of the Rifle City Council:

The purpose of this letter is to briefly outline the discussion we will have at the May 19, 2010 Rifle City Council Meeting.

1. IGA with Garfield County Regarding Airport Water and Sewer Utilities Loop Upgrade System. The City currently provides water and sewer service to the Garfield County Airport through several agreements dating between 1992 and 1999. The Airport is an out-of-City customer and the City serves all users on the Airport Property through one master meter. Part of the Airport upgrades occurring right now include upgrading the on-site utilities. Staff began working with the County very early in the planning process to standardize service to the Airport and ensure the water and sewer improvements complied with the City's Public Works Manual. To this end, we negotiated the enclosed IGA for the Airport Water and Sewer Utilities Loop Upgrade System.

To simplify service to the Airport, the IGA terminates all of the Prior Agreements and supercedes them. Section 2 of the IGA gives a short summary of each agreement. The 1999 Agreement was very comprehensive and provided for the donation of the "Boot Property" to the County by Airport Land Partners, the developer of Rifle Airpark PUD. The City wanted to encourage County development on the Boot Property and agreed to release a reverter the City held on the old County Road and Bridge Shops located on 18th Street where the Justice Center is now located if the County relocated the Road and Bridge Facilities to the Boot Property. That has happened, but the reverter was never released. Since the 1999 Agreement is being terminated, we need to satisfy that contractual obligation and a Quit Claim Deed is enclosed as part of this matter.

Section 3 of the IGA contains provisions similar to the City's standard SIA for the construction of public improvements. To date, the County has owned, operated and maintained all of the water and sewer improvements on the Airport past the master meter; however, the IGA will make the County a regular customer of the City's utilities pursuant to the Rifle Municipal Code so we do not have a different system at the Airport. The City will own and maintain water and sewer mains, and the County or tenants of the County on leased parcels will maintain the service lines like all other customers of the City. Similarly, the master meter will be removed and each customer will have a

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separate meter and be billed individually. The City's Utility and Public Works Departments support this change. To the extent the City will be accepting existing facilities in addition to newly constructed improvements, those Existing Facilities are being inspected for compliance with the City's Public Works Manual at the County's expense.

In the 1999 Agreement, the City agreed to provide water and sewer service to the Boot Property at in-City rates and the Boot Property was required to annex to the City once it was developed. The IGA removes the requirement that the Boot Property annex to the City because we see no benefit to the City for that annexation; however, it will still receive service at in-City rates. The County will be requesting at your meeting that the County-owned facilities on the Airport Property receive in-City rates (the County is currently charged out-of-City rates under the Prior Agreements), but the County's tenants will continue to be charged out-of-City rates. This will be a decision the City Council will need to make at the meeting and the IGA will be finalized accordingly.

The IGA further sets forth a process for future development at the Airport and requires an application for service from the City so utility accounts are set up and connections are made pursuant to the Rifle Municipal Code. Because the City cannot lien the County's tenants on the Airport for any Code violations, the County is agreeing to use its Lease Agreements with its tenants to assist the City with enforcement measures, if needed. Finally, the City is agreeing to operate its water system to ensure certain fire flows to the Airport. To mitigate these operational demands and allow the City to provide the requested water supply, the County is paying for the installation of a backup generator for the City's Airport Road Booster Station.

We recommend approval of the IGA with Garfield County regarding the Airport Water and Sewer Utilities Loop Upgrade System.

2. IGA with Garfield County Regarding the Airport Runway Improvements Road and Utility Relocation. We have discussed in your past meetings the need for an IGA with Garfield County for the improvements being made at the Garfield County Airport. The County is extending the Airport's runway and adding a safety zone which necessitates their relocation of portions of Airport Road, County Road 346 and County Road 319. In addition, the City has water and sewer mains along the road alignment that also need to be relocated. The enclosed IGA reads very similar to the City's standard form SIA which allows the City to review and approve the plans and specifications, which it has done since the project is underway, and make construction observation as the project is constructed, which it has been doing to ensure compliance with the approved plans and the City's Public Works Manual. Upon completion of the construction of the public improvements to be owned and maintained by the City, the County will convey the necessary easements, right-of-way and improvements to the City through the City's normal acceptance process of public improvements. The County will further provide a one year warranty on those improvements as required by the Public Works Manual. Exhibit A shows the easements to be dedicated to the City. Exhibit B shows the right-of-way to be conveyed to the City and, since it is being replaced with a new dedicated alignment, the City is will consider vacating a portion of the old Airport Road right-of-way that.

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There are also unusual jurisdictional issues with this project addressed in the IGA because the City has an annexation path adjacent to the old road alignment that leads up to the co-generation plant annexed in the mid-1980s. The City does not own or have jurisdiction of County Road 319 itself as it travels uphill from the intersection of Baron Lane at the end of Airport Road, but it has been approved for annexation in conjunction with Rifle Airpark PUD. The Annexation Map for Rifle Airpark has not been recorded because we knew the Runway Project would relocate the County Road. Once the Project is completed, the City will process an amended Annexation Map for Rifle Airpark showing the new road location as the annexation path up to Rifle Airpark. In addition, the County will annex a portion of its property west of the new road alignment into the City so that the road will be the jurisdictional boundary between the City and County. The existing annexation path will need to be de-annexed, which the City will also process so that it does not have an isolated jurisdictional path in the middle of the County Airport safety zone. This annexation "clean up" should occur before mid-November when the Airport will reopen. Exhibit C to the IGA shows the various parcels to be annexed and de-annexed.

We recommend approval of the IGA with Garfield County regarding the Airport Runway.

3. IGA with Garfield County Regarding the Compost Facility at the Energy Innovation Center. Garfield County has expressed support for the City's Energy Innovation Center ("EIC") Concept and staff has been working with the County's administration to receive assistance in developing the EIC Site. Council approved a Lease at its last meeting for Cacaloco to establish a Compost Facility on the EIC Site which requires the development of an access road and utilities to serve the Leased Premises. The County has committed \$200,000 towards those improvements, which are estimated to cost about \$450,000. Staff is hopeful that the actual bid amount will be less than the estimate. The enclosed IGA sets forth the terms of the County's contribution and the construction of the improvements. Further, the County is purchasing a shear grinder for use at the County Landfill that will grind wood products for easier disposal. With the location of the Compost Facility on the City's EIC Site, staff has worked with the County regarding the delivery of the ground wood products to Cacaloco for use as a bulking agent in the composting operation. The County has agreed to work with Cacaloco as long as it makes economic sense. The BOCC is considering the IGA at its meeting on Monday May 17th, so there may be some changes made at their meeting which I will bring to your meeting.

We recommend approval of the IGA with Garfield County Regarding the Compost Facility at the Energy Innovation Center.

4. Watershed District Permit No. 3-10 (United Scott Pit). The City received an application for a Watershed District Permit from United Companies to operate a gravel mining operation known as the Scott Pit which is located across the Colorado River from the City's raw water intake. The City has been reviewing this Application since 2005 and it has been revised several times to its current iteration before you now. The Applicant will be providing you an extensive power point presentation at your meeting detailing the Project and measures to mitigate the concerns staff has had over the years. Jeff Simonson provides his review of the revised Application in a letter dated May 11, 2010.

KARP NEU HANLON, P.C.

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A draft permit has been included in your packet and will be finalized depending on Council's action at the meeting. Council must hold a public hearing on the Application and public notice was published as required by the Rifle Municipal Code.

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

Very truly yours,

KARP NEU HANLON, P.C.

James S. Neu

JSN:
Enclosure

RIFLE HEALTH AND WELLNESS PROJECT

EXCLUSIVE RIGHT TO NEGOTIATE AND MEMORANDUM OF UNDERSTANDING

This Exclusive Right to Negotiate and Memorandum of Understanding (“MOU”) is made and entered into as of the ___ day of _____, 20__ by and between the RIFLE ECONOMIC DEVELOPMENT CORPORATION, a Colorado not-for-profit corporation (the “REDC”) and the CITY OF RIFLE, COLORADO, a municipal corporation organized and existing under the laws of the State of Colorado (the “City”).

Recitals:

A. The City is the owner of the so-called “Valley Lumber Property” as generally shown on Exhibit A attached hereto and incorporated herein by this reference. The City and REDC have been in negotiations regarding the redevelopment of the Valley Lumber Property for the construction of a Health and Wellness Center as described on Exhibit B (the “Health and Wellness Center” or the “Project”).

B. The portion of the Valley Lumber Property subject to this MOU is defined as the portion of the land south of the proposed 2nd Avenue extension through the Valley Lumber Property and east of the Park Avenue connector to Highway 6 & 24 as shown on Exhibit A. The southern portion of the Valley Lumber Property subject to this MOU shall be referred to as the “Property.”

C. The City, to support the construction of the Health and Wellness Center, to encourage the redevelopment of the Downtown and to spur additional development, is willing to consider a donation of the Property to the REDC pursuant to the terms to be negotiated in a future development agreement between the parties and subject to an appropriate reversionary clause in the event the Project does not occur in a specified time frame to be determined in the future development agreement.

C. The City and the REDC desire to enter into this MOU to (i) evidence the City’s agreement to exclusively negotiate with the REDC with respect to the Property; and (ii) to set forth the basis on which the City and the REDC will work toward finalizing a definitive agreement relating to the construction of the Health and Wellness Center, as more particularly set forth herein.

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

1. **Exclusive Right to Negotiate.** The City and REDC agree to negotiate in good faith the terms of a development agreement (“Development

Agreement”) pertaining to the conveyance of the Property and the construction of the Health and Wellness Center for a period of three (3) years following the mutual execution of this Agreement (the “Exclusivity Period”). During the Exclusivity Period, the City agrees that it will not convey or otherwise transfer any interest in the Property, solicit or entertain any offers for the conveyance or development of the Property or engage in any discussions with any other person with respect thereto.

It is acknowledged and understood that the Development Agreement must be approved by the Rifle City Council and/or the Rifle Urban Renewal Authority and that the outline of terms set forth herein are discussion points and actions that the City staff is willing to pursue with the REDC in the negotiation of the Development Agreement.

2. **Rifle Economic Development Corporation Obligations.** The REDC agrees to:

- a) Make available the REDC members, consultants, documents, plans, and other materials regarding the Health and Wellness Center to the City as necessary to establish and maintain a solid, public/private partnership for the construction of Project.
- b) Commit that the Health and Wellness Center shall be a mixed use facility with an emphasis placed on sports, recreation, and health and wellness activities for the public as well as possess programming similar to that represented on Exhibit B.
- c) Prepare a building program, site and building plans, construction cost estimates, and operating cost estimates for the Health and Wellness Center (the “Concept Plan”).
- d) Pursue in good faith site control of properties adjoining the Property to be used in conjunction with or directly for the Health and Wellness Center.
- e) Pursue ownership of that certain 0.697 acre property adjacent to the Valley Lumber Property owned by Jon Isham for ultimate conveyance to the City as part of the Development Agreement.
- f) Obtain letters of intent from key project partners/tenants.
- g) Identify the specific public improvements necessary to support the Project.
- h) Identify project parking requirements and work with the City to develop a parking strategy that may include initial, medium-term, and long term solutions to parking for the Health and Wellness Center and surrounding private development.

- i) Conduct a vigorous fundraising campaign including the pursuit of donations from private individuals, corporations and foundations.
- j) Work with the City to craft an overall funding strategy for the Project and related public improvements including: the advancement of private development in the downtown to generate Tax Increment Finance revenues to support public improvements, including parking; the identification and pursuit of grants and low interest loans from local, state and federal government agencies, and; other viable and appropriate funding sources.
- k) Provide the City with project status reports upon request.

3. **City of Rifle Obligations.** The City agrees to:

- a) Work with the REDC, as time permits, during the duration of the Project for the purpose of maintaining a solid, public/private partnership for the construction of Project.
- b) Make available to REDC all plans and documents knowingly in the City's possession related to the following:
 - I. Valley Lumber Property: including Property survey and environmental reports;
 - II. City utilities located south of 3rd Street/Rifle Creek between Railroad Avenue and Rifle Creek; and
 - III. Improvement plans for the Hwy 6/24 and Park Avenue intersection approved as part of the project on the Rifle Depot Property.
- c) Inform the REDC regarding the status of other redevelopment projects occurring near and adjacent to the Property as those negotiations permit. The City will inform the REDC of any policy or land use changes that could occur that could conflict with the Project.
- d) Work with REDC to evaluate parking strategies proposed to accommodate initial, medium-term, and long term solutions to parking for the Project and surrounding private development.
- e) Identify right-of-way necessary for the extension of 2nd Street and Park Avenue, south and east of Rifle Creek.
- f) Evaluate cost estimates for the public improvements identified by REDC.
- g) Prepare a zoning text and map amendment to create a new Central Business District and other regulatory changes as necessary to fully implement the

recommendations of the adopted Rifle Downtown Master Plan. The REDC will be invited to participate in the process in a manner similar to the preparation of the Rifle Downtown Master Plan.

- h) Conduct a downtown traffic circulation study that will project future traffic volumes based on anticipated community growth, the extent of development identified in the Downtown Master Plan. REDC will be invited to participate in the study in a manner similar to the preparation of the Downtown Master Plan.

4. **Timing Commitments/Performance Benchmarks.** The schedule for negotiation of the Development Agreement and other activities contemplated herein is as follows:

- Prepare Concept Plan for City’s review and approval: September 30, 2010
- Finalizing the Development Agreement: December 31, 2011
- Commencement of Construction of the Project December 31, 2012

In the event any of these dates pass without completion of the stated task, this MOU shall terminate and the parties shall no longer be obligated by its terms. With the uncertain market conditions at the time of this Agreement and other unknown external variables, the schedule set forth above may require extensions to be analyzed and negotiated by the parties at a future date

5. **Purpose of MOU.** The purpose of this MOU is only to set out the basic terms and conditions currently contemplated by the parties, and, except with respect to the City’s obligation to negotiate exclusively with the REDC with respect to the Property, it is not intended to be a binding agreement upon the City or the REDC. No party may claim any legal rights against the other by reason of any actions taken in reliance upon this MOU, including, without limitation, any partial performance of the transactions contemplated herein. In no event shall this instrument impose an obligation on either party to consummate the Development Agreement referred to herein, but shall only detail the parties present intentions regarding the basic terms of an agreement should the parties agree to consummate the transactions contemplated herein.

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

CITY OF RIFLE, COLORADO

RIFLE ECONOMIC DEVELOPMENT
CORPORATION

By: _____
Honorable Keith Lambert
Its: Mayor

By: _____
Its: _____



To: City Council, City of Rifle
From: Paul Spencer and Lauren Martindale, Clean Energy Collective (CEC)
Re: Xcel Energy Community Solar Array Program (Solar Garden)
Date: May 13, 2010

What is the Clean Energy Collective?

The Clean Energy Collective (CEC) is a revolutionary idea in power ownership and financing – a member-owned cooperative venture that builds and operates renewable energy facilities on behalf of community members. In partnership with local installers and other contractors the CEC designs, builds and maintains clean energy facilities (including solar, micro-hydro, wind, geothermal and biomass systems). Our mission is to accelerate the widespread adoption of clean energy technologies in a way that creates jobs for Colorado and personal ownership for its residents.

In 2011 the CEC will be able to serve Xcel Energy customers in the Rifle area in partnership with the City and Garfield County should you be interested. Xcel Energy will offer customers in local “solar gardens” retail rate net-metering for their ownership in the community PV systems as well as rebates and REC payments. The CEC will be able to serve Garfield County community members by providing the legal, tax and design-build services for successful projects. CEC members leverage their collective purchasing power and can buy as little or as much clean energy equipment as they choose at reduced prices. Xcel customers can start owning their own systems for as little as \$3500 and can increase the system size whenever they choose. These solar gardens will be located in “community” locations on donated or leased parcels of land. The power production of the solar panels will feed directly into Xcel Energy’s transmission system and serve a variety of commercial and residential customers, including renters! As the Xcel program is capped to 6 MW, it is imperative that we be one of the initial applicants if the City of Rifle and Garfield County are interested in a local solar garden site.

Legislative and Progress Update

Starting in July 2009, the CEC worked with the City of Boulder, Representative Levy and others to draft HB 1342, which requires Xcel Energy to offer community-solar to its customers. The Bill recently passed both houses and is awaiting the signature of Governor Ritter. The Xcel Energy solar garden program will be limited to a total of 6 MW per year until 2014 and will be a first-come-first serve program. The CEC is beginning its planning and outreach activities for a project in Garfield County. We would like to talk to the City of Rifle about program ideas as well as potential land-leases for a solar garden. By the end of the summer our goal is to secure a low-cost land lease that can support up to 2 MW of solar panels and to prepare the necessary proposal for Xcel Energy to be one of the selected solar gardens for 2011.

We are excited to tell you more about the benefits of community-owned energy programs and to learn how we can serve the City of Rifle’s homes and businesses. Thank you for allowing us to present on the topic at the May 19th council meeting. Please contact us with comments, ideas and questions. We look forward to working with you.

Contacts:

Lauren Martindale, the Clean Energy Collective (CEC)
401 Tree Farm Drive, Carbondale, CO 81623
970-319-3939, lauren@easycleanenergy.com, www.easycleanenergy.com

**GARFIELD COUNTY/CITY OF RIFLE
GARFIELD COUNTY REGIONAL AIRPORT WATER AND SEWER
UTILITIES LOOP UPGRADE SYSTEM
INTERGOVERNMENTAL AGREEMENT**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement") is entered into effective this 19th day of May 2010 by and between the BOARD OF COUNTY COMMISSIONERS, COUNTY OF GARFIELD, COLORADO, a legal and political subdivision of the State of Colorado (the "County") and the CITY OF RIFLE, a Colorado Home Rule Municipality (the "City").

WITNESSETH:

WHEREAS, pursuant to the provisions of § 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 County owns the property described as "Property Description (Garfield County Regional Airport)" on page 1 of the 3 page Lot Line Adjustment Plat recorded as Reception No. 751548, attached hereto and incorporated herein by this reference as Exhibit A, along with that property acquired by the County by means of the "Final Rule and Order Re: Fee-Taking Parcel, Amended Avigation Easement Takings, and Sewer Easement-Taking Parcel in the Rifle Airport Commercial Plaza & Storage Planned Unit Development, Reception No. 611306," recorded as Reception No. 780053, commonly known as the Garfield County Regional Airport (the "Airport Property" or "Airport," as the context may require); and

WHEREAS, the County leases parcels on the Airport Property to commercial and non-commercial private interests ("Airport Tenants"); and

WHEREAS, the County further owns and has jurisdiction over the property described on Exhibit B, attached hereto and incorporated herein by this reference, commonly known as the County Road and Bridge Property (the "Boot Property"); and

WHEREAS, the City owns and operates municipal water and wastewater treatment facilities and serves the Airport Property and the Boot Property; and

WHEREAS, the City and the County have previously entered into several agreements related to the City's provision of water and sewer service to the Airport Property and the Boot Property, specifically the agreement between the City, the Garfield County Airport Authority and Rifle Land Associates, LTD dated April 7, 1992 (the "1992 Agreement"), as amended January 7, 1998 (the "1998 Agreement") and recorded with the Garfield County Clerk and Recorder's Office and Reception Nos. 433561 and 519117, respectively, and that certain Pre-Annexation/Infrastructure, Zoning and Subdivision Agreement and Garfield County Land Donation Agreement, with parties

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identified as City, County and Airport Land Partners, Limited dated as of July 12, 1999 (the "1999 Agreement") recorded with the Garfield County Clerk and Recorder's Office as Reception No. 548619 (collectively the "Prior Agreements"); and

WHEREAS, the County is the successor in interest to the Garfield County Airport Authority and Rifle Land Associates, Ltd. and its successor, Airport Land Partner, Limited (together "ALP"), party to the 1992 Agreement and the 1999 Agreement, is a limited party to this Agreement because ALP and the City's Rifle Airpark Annexation Agreement ("ALP Annexation Agreement") addressed the Prior Agreements; and

WHEREAS, the County plans to upgrade the utilities on the Airport Property and the parties wish to redefine the terms and conditions of the City's provision of water and sewer service to the Airport Property, restate the City's provision of water and sewer service to the Boot Property, and supersede and terminate the Prior Agreements.

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. Prior Agreements.

A. 1992 Agreement. The 1992 Agreement provided for the extension of a City water line to the Airport Property and set forth the terms of construction of the water line. It further required all uses on the Airport Property to be individually metered and left ownership of all water lines and appurtenant facilities located on the Airport Property with the Airport Authority (County). All of the terms and conditions of the 1992 Agreement have been satisfied or superseded by the 1998 Agreement, or will be superseded by this Agreement. Therefore, the 1992 Agreement is hereby terminated by the parties and no longer in force or effect.

B. 1998 Agreement. The 1998 Agreement amended the 1992 Agreement by requiring all uses on the Airport Property to go through a master meter. It further stated that the Airport Authority (County) was responsible for all water service charges and tap fees for connections on the Airport Property and set forth the standards for all water improvements and uses on the Airport Property. All of the terms and conditions of the 1998 Agreement have been satisfied or will be superseded by this

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Agreement. Therefore, the 1998 Agreement is hereby terminated by the parties and no longer in force or effect.

C. 1999 Agreement. The 1999 Agreement provided for the donation of the Boot Property to the County by ALP; the City's extension of water and sewer services to the Boot Property and the terms of such extension; the County's pre-payment of water and sewer tap fees to the City to assist with funding the water and sewer line extensions; and various annexation and development requirements related to ALP's property and the Boot Property. All of the terms and conditions of the 1999 Agreement have been satisfied or will be superseded by this Agreement. Therefore, the 1999 Agreement is hereby terminated by the parties and no longer in force or effect.

D. County Property Reversion. Pursuant to Section VII(B) of the 1999 Agreement, the City agreed to quit-claim its right of reverter to certain property owned by the County located at 110 East 18th Street, Rifle, Colorado upon relocation of the County shop facilities located on such property to the Boot Property. That relocation has occurred and simultaneously with the recording of this Agreement, the City shall record a quit-claim deed to the County conveying its right of reverter.

E. Airport Land Partners. By signature below, ALP agrees that the ALP Annexation Agreement terminated the 1992 and 1999 Agreements as to ALP; ALP's interests are fully dealt with by ALP and the City and are not impaired by this Agreement between the City and the County; and ALP has no need to otherwise be a party to this Agreement.

3. Utility Improvements to Airport Property. The County plans to upgrade those utilities on the Airport Property generally shown on Figures ET-01 and ET-05 from the Garfield County Airport Water and Wastewater Master Plan, as shown in the 2 page exhibit attached and incorporated herein as Exhibit C ("Airport Loop System Upgrade").

A. Construction of Utility Improvements. All water lines, water facilities, sewer lines, sewer facilities, hydrants, water distribution or sewer collection facilities, and certain water and wastewater service lines, not already installed in accordance with the Rifle Municipal Code ("Code"), required by this Agreement are shown on those plans prepared by Vision Land Consultants, Inc., as Job No. 2435.RO, entitled "Garfield County Regional Airport Water, Sewer and Roadway Improvements," dated July 11, 2009, revised December 1, 2009 and approved by the City

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on December 11, 2009 as such plans may be amended (the "Public Improvements") and shall be installed and completed at the expense of the County.

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

ii. The County 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.

B. Pre-Construction Meeting. The County held a pre-construction meeting on November 5, 2009, between the City Engineer and Public Works Director and the County, its engineer and Construction Contractor for the purpose of discussing all construction issues that will be required for the Airport Loop System Upgrade.

C. Construction Observation and Inspection.

i. Construction Inspection. The County shall be responsible for ensuring that the contract with the certified professional engineer or engineering firm hired by the County for the Airport Loop System Upgrade ("County's Contract Engineer") provides construction inspection services as necessary to allow the County's Contract 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 and at the County'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

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phase of construction of the Public Improvements, but shall represent that the City reasonably affirms that the work is progressing satisfactory unless otherwise stated in writing. To assist the City in monitoring the installation of the Public Improvements, a "Resident Project Representative" employed by the County's Contract Engineer 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 prepared under the direction of the County's Contract Engineer. The Resident Project Representative shall regularly apprise the City Public Works Director or his/her designee of the status of the work on the Public Improvements. Further, the County's Contract Engineer shall have a Colorado licensed 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 described in the construction specifications in the Plans and Specifications approved 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 County's completion of construction of the Public Improvements, the County's Contract 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. The County shall, at its expense, have record drawings prepared by the County's Contract Engineer and a registered land surveyor, which drawings shall include all legal descriptions the City may require. The record drawings shall be forwarded to the City for review and approval. The County shall also prepare a summary of the actual construction costs of all Public Improvements to be dedicated to the City and provide them to the City.

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Once the record drawings are approved and the costs summary reviewed, 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 "City's Acceptance Date". Unless this Agreement is otherwise amended, the City's Acceptance Date shall occur on or before the final completion date for the Public Improvements required of the County's Construction Contractor. If the City has not already accepted the Public Improvements, the County shall give the City twenty (20) days' notice in writing prior to the final completion date for the Public Improvements required of the County's Construction Contractor so that the City can meet its obligation hereunder.

E. City's Acceptance and County's Conveyance of Public Improvements and Existing Improvements.

i. Public Improvements. Effective on the Acceptance Date, the County shall execute a bill of sale conveying the applicable 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 City's Acceptance Date, as provided below in Subparagraph G.

ii. Existing Improvements. The County will also convey certain existing water and sewer Airport improvements to the City for the City's ownership and maintenance, such as water mains, sewer mains, valves, fire hydrants, manholes, etc. ("Existing Improvements"). Any Existing Improvements to be conveyed the City shall be evaluated for conformance with the Code Public Works Manual and tested to the City's satisfaction prior to their acceptance by and conveyance to the City. Specifically as to the sanitary sewer main that runs through ALP property and enters the Airport Property on the southwest perimeter of the Airport, the County will evaluate the integrity of the main on Airport Property by means of a video recording of the interior barrel and joints. If the City determines that the main is not acceptable for conveyance to the City, the County will repair the section of the main on Airport Property at County expense. The Existing Improvements will be conveyed to the City in the manner stated above for Public Improvements. The County shall provide record drawings for

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such Existing Improvements if such drawings exist and are under the control of the County.

F. Utility Easements. Simultaneously with the conveyance of the Public Improvements and Existing Improvements to the City, the County shall convey to the City, unless not possible under pre-existing conditions, utility easements of a width of twenty-five (25) feet for all mains and related appurtenances, with the exception of the sewer mains constrained by the existing hangars known as the "Oberholtzer/Savage T-Hangars," the approximate location of which is shown on page 2, sheet No. ET-05 of Exhibit C. The County agrees to indemnify the City for any additional costs, if any, associated with maintaining, repairing or replacing the Public Improvements as a result of the location of the Oberholtzer/Savage T-Hanger. The utility easements shall include access for the operation, maintenance, repair, and replacement of the Public Improvements and Existing Improvements subject to the provisions of Paragraph 4E, and for those improvements constructed pursuant to the 1999 Agreement that were never conveyed to the City as required by Paragraph 6(c) of the 1999 Agreement. The easements shall be on forms agreed to by the City and County and shall be based upon the record drawings.

G. Warranty. County shall warrant any and all Public Improvements 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, County shall warrant that:

- i. The title conveyed shall be good and its transfer rightful;
- ii. Any and all Public Improvements conveyed shall be free from any security interest or other lien or encumbrance; and
- iii. Any and all Public Improvements so conveyed shall be free of any defects in materials or workmanship for a period of one (1) year, as stated above. In the event the County receives a warranty of greater length from the County's Construction Contractor for any of the Public Improvements, the County agrees to similarly extend its warranty to the City for such Public Improvement.

H. Existing Facilities. Certain existing facilities on the Airport Property may affect and impact the City's water and sewer system, but will not be conveyed to the City as Public Improvements or Existing

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Improvements, as defined above in Subparagraph E.i. The City will evaluate these existing facilities, such as service lines, plumbing systems, roof drains and, trench drains, on County-owned, federally-owned and privately-owned structures ("Existing Facilities"). The purpose of the evaluation is to determine if there are flows that need to be re-directed from the City's sanitary sewer system to the County's on-Airport storm water drainage system and to identify any other inconsistencies with the Code or Public Works Manual. The City will utilize a consultant to perform the evaluation and the County agrees to reimburse the City for such costs, the estimated cost of which is \$4,580.00. The City will provide a written report to the County of any corrective actions that need to be taken to bring the Existing Facilities into compliance with the Code or the Public Works Manual. The County agrees to take or require Airport Tenants to take reasonable corrective action on such items or seek a written waiver from the City within a reasonable amount of time depending on the corrective action required and the negative impact to the City's system. The City acknowledges that it may not be reasonably cost effective to require some upgrades to certain facilities; and the City will not require that such upgrades be made, provided that the facilities are functional and do not negatively impact the City's water or sewer systems.

I. Airport Lavatory Dump Station. The County estimates that the peak volume of the Airport's lavatory dump station is 300 gallons per day. The Material Safety Data Sheets ("MSDS") for the contents deposited in the dump station are attached and incorporated in this Agreement by this reference as Exhibit D. The City has evaluated the MSDS for risks to the City's operation of its sewer system and finds no corrective action is necessary.

J. Cost Recovery. In the event a future developer, on or off the Airport Property (including on-Airport hangar development not connected to the existing systems on the date of this Agreement) connects to the Public Improvements constructed by the County and subject to this Agreement, the City agrees to impose a reasonable and rational cost recovery fee to reimburse the County for a pro-rata share of the costs of those improvements utilized by such developer. The County shall provide the City analysis of a proposed cost recovery scheme on an EQR basis to be implemented by the City for the City's review and approval at the time of the conveyance of the Public Improvements. The cost recovery obligation shall not extend longer than twenty (20) years from the

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construction of the Public Improvements and there shall be no interest component in the cost recovery surcharge.

4. City Water and Sewer Service to Airport Property. The City shall provide water and sewer service to the Airport Property subject to all provisions of the Code, and in particular the availability of water or sewer taps; provided the Airport shall have no lower priority than for in-City service. Water and sewer service to County-owned buildings on the Airport Property shall be at the City's ~~in~~out-of-City rate. Privately-owned buildings whether used for commercial or non-commercial operations, on the Airport Property shall be charged at the City's out-of-City rate, as set forth in the Code and as the Code may be amended by any ordinance of general applicability.

A. Individual Meters and Utility Accounts. The Plans and Specifications include the construction of a looped water system serving the Airport Property and the County abandoning the existing water main through the current master meter. The County, at its expense, shall install an individual water meter for each existing structure on the Airport Property utilizing water and not already individually metered. All water meters, pits and vaults shall be set outside of the structure, unless approved for interior installation, with external inspection, in accordance with the Code. The City shall create separate utility accounts for each User, as defined in the Code. A list of all structures served, on the date of this Agreement, and the billable party's name, address and contact information for each structure are included on the "County-Owned Buildings and Tenant List," attached and incorporated herein by this reference as Exhibit E. Upon the County's completion and City's acceptance of the Public Improvements, the City shall thereafter bill each separate structure as an individual User/Customer pursuant to the Code. Each separate User/Customer shall be responsible for ownership, maintenance, repair or replacement of their water and sewer service lines and appurtenances pursuant to the Code.

B. Current County Use and Service Charges/Future Development. The City and the County agree that the System Improvement Fees have been paid for all County-owned structures on the Airport Property, including Building Nos. 1060, 1070 and 1080, noted as demolished in 2010 on Exhibit E, EQR's for which are included in those transferred to Building No. 2060, and monthly service charges will be billed to the County for each such structure. The County shall inform the City of any new development or expansion of existing County-owned structures that require water and sewer service on the Airport Property, prior to

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connection to the City's system. The County shall pay System Improvement Fees pursuant to the Code prior to the issuance of a certificate of occupancy for new construction and final inspection or Certificate of Occupancy of expansion to existing structures. Any extension of City water or sewer main lines by the County shall require a line extension agreement between the City and County regarding the construction of such main lines.

C. Current Airport Tenants' Use and Service Charges/Future Development. The current Airport Tenants on parcels leased on the Airport Property as of the date of this Agreement, as well as Lease Parcel Nos., building numbers and the EQR values associated with each structure, are listed on Exhibit E. The City and County agree that no System Improvement Fees are due for the listed structures existing as of the date of this Agreement. Exhibit E also contains Lease Parcel Nos. for future "East Area" tenant development on LPEA 1 – LPEA 9. It is understood and agreed that System Improvement Fees have NOT been paid for these undeveloped parcels. Such fees will be paid by tenants at the time of development, and EQR ratings will be made in accordance with Section 4(D) below. As set forth above, each of the Airport Tenants will become individual Users/Customers of the City.

i. Future Airport Tenants. Development on the Airport Property is not within the City's land use jurisdiction and therefore not regulated or monitored by the City's Building Department. Any future construction on the Airport Property requiring water and sewer service shall require an application for service, a connection permit and payment of all fees, including System Improvement Fees, pursuant to the Code. The County shall inform the City of any new tenant construction on the Airport Property and the expansion of existing Airport Tenant structures, using water and sewer service, prior to connection to the City's system or issuance by the County of a certificate of occupancy or other final approval for the subject development.

ii. Enforcement. Chapter 13 of the Code provides the City with certain lien rights applicable to Users/Customers of the City's utility system to ensure payment of all fees and compliance with the Code. The City cannot lien the Airport Property for any Airport Tenant that becomes a delinquent User/Customer. The City and County, therefore, agree to utilize the County's leasehold

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relationship with the Airport Tenants to ensure payment of all fees due under the Code. The City shall provide written notice to the Airport Director of any Airport Tenant delinquency, and within thirty (30) days of such notice, the Airport Director shall take action under the County's lease with the Airport Tenant or under the Garfield County Airport Rules and Regulations and Minimum Standards, recorded as Reception No. 726915 and as such may be amended ("Airport Rules and Regulations"), to obtain the Airport Tenant's compliance with the Code.

D. Airport Hangar Classification. The City has adopted Ordinance No. 18, Series of 2009 amending the Code to initially classify Airport Hangar uses as one (1) EQR. The City reserves its legislative right to revise and amend its Utility EQR Schedule from time to time in its sole discretion. In the event the City contemplates amending the EQR value for airport hangars, it will use its best efforts to notify the Airport Director thirty (30) days prior to its consideration of the proposed legislation; provided, however, failure to notify the Airport Director shall not limit the City's ability to pass any legislation.

E. Airport Security and Operations. The County and City acknowledge that certain Federal Aviation Administration ("FAA") security and operational restrictions apply to the Airport Property, and the County and the City shall comply with current FAA security and operational rules and with the Airport Rules and Regulations, as amended from time to time, with regards to the operation of the Airport. The City, its employees, contractors, and/or agents, and other representatives, including persons, vehicles and equipment, shall not enter any Runway, Runway Safety Area, Taxiway, Taxiway Safety Area, Instrument Landing System Critical Area, nor permit any object to penetrate FAA Airspace over Airport Property without permission from the Airport Director. The County acknowledges that the City has a responsibility to the public's health and welfare to maintain and repair all public improvements under the City's control in a timely manner. The City shall coordinate with the Airport Director prior to any maintenance work or inspections that are to be performed on the Public Improvements on Airport Property. In the event of an emergency regarding the water or sewer system on Airport Property, the County herein authorizes the Airport Director to determine and take all necessary actions to accommodate the City's response to such an incident, up to and including temporarily closing the Runway, Taxiway and or associated FAA Airspace as needed to meet the emergency.

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F. Operation of City's Water System. The County initially requests that the City provide a water supply of 2,750 gallons per minute (gpm) for two (2) hours to meet fire flow requirements on the Airport Property, which requires certain water storage in the City's Airport Water Storage Tank and water pump capabilities at the City's Airport Road Booster Station. To mitigate this operational demand and allow the City to provide the requested water supply, the County will install with the City's permission as a Public Improvement to be conveyed to the City under the provisions of Paragraph 3, above, a backup generator for the City's Airport Road Booster Station pursuant to the same requirements and following the same process outlined in Paragraph 3, above, including identification of size and type by the City. As normal water demands for the Airport and surrounding area grow, the City will be able to keep more water in storage without compromising water quality. Once the City can reliably supply a fire-flow of 3,000 gpm for three (3) hours through a combination of tank storage and pumping capacity with backup power, the City shall notify the County. The City agrees that it will not remove the backup generator from use in support of fire flow requirements on the Airport and will maintain and keep the generator operational until the 3,000 gpm fire flow is achieved. After that point in time the City may remove the generator from service to the Airport Property and, consistent with its ownership, convey, dispose or use the backup generator elsewhere on City property. Further, once the 3,000 gpm standard is met, the City shall maintain the ability to provide the 3,000 gpm per three hours fire-flow. Recognizing that this threshold allows for more cost-effective construction and insuring of new structures on the Airport Property, the City will evaluate its ability to provide such increased fire flow at least annually. The design of the Airport Loop System Upgrade accommodates full build out of the Airport Property; and when structures large enough to benefit from a fire-flow duration of four (4) hours are planned, such planning shall be coordinated with the City at that time. The City agrees that Airport fire flows will not be compromised by off-Airport development approved by the City. Any development with the potential to do so shall be accommodated through increase in system capacity, required of the developer through the City's land use review process or otherwise created, and shall not negatively affect Airport fire-flows.

5. City Water and Sewer Service to Boot Property at In-City Rates. The parties agree that there currently exists no reason to annex the Boot Property to the City as initially contemplated in Paragraph II (F) of the 1999 Agreement. The City agrees to

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provide water and sewer service to the Boot Property as an out-of-City User/Customer and will continue to charge the County in-City water and sewer System Improvement Fees and water and sewer service charges for all present and future uses on the Boot Property even though it is not annexed to the City. The County agrees to pay the cash in lieu of the water rights dedication fees as required under RMC Section 13-6-10, *et. seq.* for any additional water service on the Boot Property.

6. Future Zone Surcharge. Nothing herein shall prohibit or preclude the City from charging a water pump station surcharge fee or any other zone surcharge fee that would be uniformly imposed upon all users served by any water pump station or other capital infrastructure serving the Airport Property or the Boot Property, provided such surcharge policy is equitably applied to all similarly situated City customers.

7. Rifle Municipal Code. All water and sewer service to the Airport Property and the Boot Property shall comply in full with the Code unless specifically agreed to otherwise in this Agreement.

8. Exhaustion of Prepaid System Improvement Fees. The parties agree that the County has exhausted all prepaid water system improvement fees and sewer system improvement fees from the 1999 Agreement.

9. Reimbursement of Costs. The County has been paying the City the actual costs to the City for outside engineering and legal services rendered in connection with this Agreement, including, but not limited to negotiating and drafting this Agreement, review of the Existing Facilities, described in Paragraph 3 H, above, that could impact the City's water and sewer systems, the review of the Plans and Specifications, construction observation, and the acceptance of the Public Improvements and Existing Improvements. The County agrees to examine any future costs and work with the City in good faith regarding reimbursements of any such additional amounts. The City agrees to use its in-house staff inspector and other personnel to the maximum extent possible to reduce such reimbursable plan review and construction observation.

10. 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.

11. 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 as shown below or any subsequent addresses provided to the other party in writing.

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

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

Notice to County: Garfield County
c/o Garfield County Manager
109 Eighth Street, Suite 213
Glenwood Springs, CO 81601

With Copy to: Garfield County Attorney's Office
109 Eighth Street, Suite 219
Glenwood Springs, CO 81601

With Copy to: Garfield County Airport Director
0375 County Road 352, Bldg. 2060
Rifle, CO 81650

12. Indemnity/No Waiver of Governmental Immunity Act. The County and the City agree to reciprocal indemnification of the other party for any claim brought against one party as a result of activities of the other party pursuant to this Agreement. 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 whether a claim arises from the property or activities of either the City or the County subject to this Agreement.

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

**Garfield County/City Of Rifle
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14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the City and the County have caused this Agreement to be executed on the day and year first set forth above.

**BOARD OF COUNTY COMMISSIONERS
OF GARFIELD COUNTY, COLORADO**

By _____
Chairman

ATTEST:

County Clerk

CITY OF RIFLE, COLORADO

By: _____
Mayor

ATTEST:

City Clerk

**ACKNOWLEDGMENT OF TERMINATION OF PRIOR AGREEMENTS THROUGH
ALP ANNEXATION AGREEMENT**

AIRPORT LAND PARTNER, LIMITED

By: Bob Howard, Manager

EXHIBIT B

A TRACT OF LAND BEING SITUATED IN THE NE1/4 OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO, SAID TRACT OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

(BEARINGS AS RECITED IN THIS DESCRIPTION ARE BASED UPON A BEARING OF S.63°21'20"W. FOR THE LINE BETWEEN THE NORTHEAST CORNER AND THE WEST 1/4 CORNER OF SAID SECTION 24, SAID NORTHEAST CORNER BEING A STONE MONUMENT FOUND IN PLACE AND SAID WEST 1/4 CORNER BEING A 1974 GARFIELD COUNTY SURVEYOR BRASS CAP STANDARD MONUMENT FOUND IN PLACE.)

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 24, A STONE MONUMENT BEING FOUND IN PLACE; THENCE S.00°32'59"E. ALONG THE EAST LINE OF THE NE1/4NE1/4 OF SAID SECTION 24 A DISTANCE OF 1325.94 FEET TO THE NORTH 1/16 CORNER OF SECTIONS 19 AND 24, A BRASS CAP MONUMENT, PLS NO. 10871 BEING FOUND IN PLACE; THENCE S.00°34'33"E. ALONG THE EAST LINE OF THE SE1/4NE1/4 OF SAID SECTION 24 A DISTANCE OF 1325.85 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 24, A STONE MONUMENT FOUND IN PLACE; THENCE N.89°55'33"W. ALONG THE EAST/WEST CENTERLINE OF SAID SECTION 24 A DISTANCE OF 1157.49 FEET TO THE CENTERLINE OF COUNTY ROAD NO. 333 AS LOCATED AND IN PLACE; THENCE ALONG THE CENTERLINE OF SAID ROAD N.13°12'31"W. 282.50 FEET; THENCE DEPARTING SAID CENTERLINE N.75°19'48"E. 817.74 FEET; THENCE N.14°40'12"W. A DISTANCE OF 2000.00 FEET TO THE SOUTHERLY RIGHT OF WAY OF GARFIELD COUNTY ROAD NO. 352; THENCE N.75°38'45"E. ALONG SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 940.79 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 43.63 ACRES AS DESCRIBED.

Celeste Industries Corp.
7978 Industrial Park Road
Easton, Maryland 21601

CELESTE CONTACT: 410-822-5775
24 HOUR EMERGENCY -
CHEMTREC: 800-424-9300

Document control number: MS49 - Rev 8

PART NUMBER: SP-97000 (Series)

MATERIAL SAFETY DATA SHEET

PRODUCT IDENTIFICATION

Material Name : Sani-Pak Liquid SP-97000
MSDS Date : 25 March 2008
Supersedes : 16 April 2007
Prepared By : L.G. Griffith

		<u>Hazard Rating</u>	
Health	1-	Slight
Fire	0-	Insignificant
Reactivity		
Personal	Protective Equipment.		B

Scale:	4- Extreme	1- Slight
	3- High	0- Insignificant
	2- Moderate	

COMPONENT INFORMATION

Exposure Limit Information
OSHA ACGIH

<u>COMPONENT</u>	<u>CAS NO.</u>	<u>AMT.</u> (%)	<u>TVA</u>	<u>STEL</u>	<u>TLV</u>	<u>STEL</u>
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Formulation is considered to be a Trade Secret.

No Ingredients identified as hazardous as defined by OSHA are known to be present (per 29CFR1910.1200).

EMERGENCY RESPONSE INFORMATION

FIRST AID PROCEDURES

Inhalation:

Remove from the exposure to fresh air. Contact a physician, if necessary.

Eye Contact:

Flush immediately with clean water for as least 15 minutes. Contact a physician if irritation persists.

Skin Contact:

Remove any contaminated clothing or shoes. Wash affected areas thoroughly with soap and water. If irritation persists, contact a physician.

Ingestion:

Give water to dilute. Call a physician immediately.

SPILL OR LEAK HANDLING INFORMATION

Personal Protection:

Gloves, chemical splash goggles or full face shield.

Procedures:

Clean up spill; dispose of material; rinse with water if desired. Dispose per applicable local, state and federal regulations.

EXHIBIT D

Page 1 of 5

Celeste Industries Corp.

P/N: SP-97000 (Series)

FIRE FIGHTING INFORMATION

Unusual Hazards: None known.

Extinguishing Agents: Dry chemical, CO2, foam, or water fog. Class BC, ABC fire extinguisher.

Personal Protective Equipment: Self contained breathing apparatus and protective clothing should be worn in fighting fires involving chemicals.

PHYSICAL/CHEMICAL CHARACTERISTICS

FIRE AND EXPLOSIVE PROPERTIES

Flash Point.....	>200 Degrees F
Auto-ignition temperature....	Not Applicable
Lower Explosive Limit.....	Not Applicable
Upper Explosive Limit.....	Not Applicable

REACTIVITY INFORMATION

<u>Instability:</u>	Stable
<u>Hazardous Decomposition Products:</u>	None known.
<u>Hazardous Polymerization:</u>	Will Not Occur.
<u>Incompatibility:</u>	Avoid strong oxidizing agents.

PERSONAL PROTECTION MEASURES

<u>Respiratory Protection:</u>	None generally required (use NIOSH-approved respirator if desired).
<u>Eye Protection:</u>	Use goggles or face shield if splash to eyes may occur.
<u>Hand Protection:</u>	For prolonged or repeated use chemically resistant gloves.

FACILITY CONTROL MEASURES

<u>Ventilation:</u>	Local - ventilation meeting ACGIH criteria.
<u>Other Protective Equipment:</u>	Use plastic or rubber apron to protect clothing, if needed.

STORAGE AND HANDLING INFORMATION

<u>Storage Conditions:</u>	Store in a cool, dry area; keep containers closed when not in use.
<u>Handling Procedures:</u>	No special handling procedure except as outlined in other sections throughout this MSDS.

EXHIBIT D Page 2 of 5

Celeste Industries Corp.

P/N: SP-97000 (Series)

SUPPLEMENTAL INFORMATION**Typical Physical Properties**

Appearance.....	Liquid
Color.....	Blue (Gold to Brown w/o color)
State.....	liquid
Odor Characteristic.....	Pleasant Odor
pH.....	Between 4 and 6 pH
Viscosity.....	Not available
Specific Gravity (Water = 1).....	slightly greater than 1
Vapor Density (Air = 1).....	Not available
Melting/Freezing Point.....	Will Freeze Just below 32°F
Boiling Point.....	Not applicable
Solubility in water.....	Complete
Percent Volatility.....	Not applicable
Evaporation rate (Butyl Acetate = 1).....	Not applicable

TOXICITY INFORMATION**Acute Data**

Oral LD50.....	Not Available
Dermal LD50.....	Not Available
Skin Irritation.....	Not Available
Eye Irritation.....	Not Available

WASTE DISPOSAL: Dispose of in accordance with applicable federal, state, and local regulations.

EXHIBIT D Page 3 of 5

Celeste Industries Corp.

P/N: SP-97000 (Series)

REGULATORY INFORMATION**WORKPLACE CLASSIFICATIONS:**

OSHA (USA): Not OSHA regulated. No ingredients identified as hazardous as defined by OSHA are known to be present or the ingredients present are below the levels specified as hazardous by OSHA (Per 29 CFR 1910.1200)

WHMIS (Canada): Not WHMIS regulated.

TRANSPORTATION:**HAZMAT MARKING:**

Domestic(US): none

International(ICAO/IATA): none

HAZMAT LABEL:

Domestic(US): none

International(ICAO/IATA): none

EMERGENCY PLANNING & COMMUNITY RIGHT-TO-KNOW (SARA TITLE 3)**Section 311/312 Categorizations (40CFR 370):**

Not reportable.

Section 313 Information (40CFR 372):

Not reportable.

CERCLA INFORMATION (40CFR 302.4):

Not regulated.

RCRA INFORMATION:

Not regulated.

Toxic Substances Control Act (TSCA):

All components in this material are in the TSCA Inventory

Chemical Control Law Status:

Not regulated.

State Right-To-Know Laws:

Non hazardous.

This information contained herein is based on data considered accurate. However, no warranty is expressed or implied regarding the accuracy of these data or the results to be obtained from the use thereof. **Celeste Industries Corporation** assumes no responsibility for personal injury or property damage to vendors, users or third parties caused by the material. Such vendors or users assume all risks associated with the use of the material.

ABBREVIATIONS:

ACGIH = American Conference of Government Industrial Hygienists

IATA = International Air Transport Association

ICAO = International Civil Aviation Organization

N/A = Not Applicable

OSHA = Occupational Safety and Health Administration

PEL = Permissible Exposure

STEL = Short-Term Exposure Limit

TLV = Threshold Limit Value

TWA = Time Weighted Average

WHMIS= Workplace Hazardous Materials Information System

EXHIBIT D

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MT. HOOD CHEMICAL CORPORATION (MT. HOOD SOLUTIONS)
4444 N.W. Yeon Avenue
Portland, Oregon 97210
Emergency Phone: 503-227-3505

N/A = NOT APPLICABLE
NA = NOT AVAILABLE

MATERIAL SAFETY DATA SHEET
PRODUCT NAME: POTTI POWER

DATE PRINTED: 2/10/2009

PRODUCT NAME: POTTI POWER PREPARED BY: K. Woods DATE: August 31, 1995

CHEMICAL FAMILY: Liquid Deodorant/Odor Counteractant FORMULA: Proprietary

HAZARDOUS INGREDIENTS (CAS #):	%	EXPOSURE LIMITS, ppm:	ACGIH TLV	OSHA-PEL
N-alkyl dimethyl benzyl ammonium chloride (68391-01-5)	Less than 5%		N/A	N/A
N-alkyl dimethyl ethyl benzyl ammonium chloride (68956-76-6)	Less than 5%		N/A	N/A

CARCINOGENIC INGREDIENTS: Contains no known or suspected carcinogens.
SARA TITLE III, SECTION 313 REPORTABLE INGREDIENTS: None

PHYSICAL PROPERTIES:

Boiling Point: About 200°F
Solubility in Water: 100%
Specific Gravity - Liquid (H₂O = 1): 0.99-1.02
Odor and Appearance: Dark blue liquid; perfumed odor

% Volatiles: NA
% Volatile Organic Content (VOC): 0
Vapor Pressure: N/A
Vapor Density (Air = 1): N/A

FIRE AND EXPLOSION DATA:

Flash Point: None
Extinguishing Media: Water, CO₂, foam, dry chemical
Special Firefighting Procedures: None

Flammability Limits: N/A
Unusual Hazards: None

HEALTH EFFECTS:

Effects of overexposure: May cause temporary eye or skin irritation if not rinsed or flushed. Ingestion may cause nausea or diarrhea. Ingestion may also cause irritation to mouth, throat, and esophagus.
Chronic effects of overexposure: None known or expected.
Medical conditions that may be aggravated by exposure: None known or expected.
Primary routes of entry: Ingestion, skin contact

EMERGENCY AND FIRST AID PROCEDURES:

Eye Contact: Flush thoroughly with plenty of water for at least 15 minutes. If irritation persists, see a physician.
Skin Contact: Flush thoroughly from skin with water. If irritation persists, see a physician.
Ingestion: Drink plenty of water and call a physician immediately. DO NOT INDUCE VOMITING UNLESS INSTRUCTED BY A PHYSICIAN.
Inhalation of mist or vapor: Move to fresh air if mist or spray causes discomfort. If discomfort persists, see a physician.

REACTIVITY DATA:

Stability: Stable
Incompatibility: None
Hazardous Decomposition Products: None

Hazardous Polymerization: Will not occur.
Conditions to Avoid: None

SPILL OR LEAKAGE PROCEDURES:

Steps to be taken if material is released or spilled: Dilute with water and mop up, absorb on absorbent, or flush to sewer with plenty of water. Scrub floor well to remove residue to prevent slipperiness.
Waste disposal method: According to local, state, or federal ordinances.

SPECIAL PROTECTION INFORMATION:

Ventilation: No special ventilation required.
Respiration Protection: None required under normal use.
Eye Protection: Safety goggles recommended when handling the concentrate.
Protective Gloves: Impervious gloves recommended when handling the concentrate.
Other Protective Equipment: None required.

SPECIAL PRECAUTIONS:

Precautions to be taken in handling and storage: Store in closed container in a dry place. Wash thoroughly after handling.
KEEP OUT OF REACH OF CHILDREN.
Other precautions: None

HAZARD RATING:

Health:	1	0 = Minimal	3 = Serious
Fire:	0	1 = Slight	4 = Severe
Reactivity:	0	2 = Moderate	
Specific Hazard:	None		

COUNTY-OWNED BUILDINGS AND TENANT SERVICE LIST

Name, Address, Phone No.	Building No.	County-Owned Building Lease Parcel No.	Tenant-Owned Building Lease Parcel No.	EQR
Garfield County	2060*	LP3FL		6.5*
0375 CR 352	1050	PL1C		1.5
Rifle, CO 81650	RR	NA/ public restroom		1
625-1091; 625-8501 (fax)				
		* buildings 1060,1070, 1080 demolished in 2010		
		*4.4EQRs added into new total for 2060		
Atlantic Aviation	3000		LP8FL	2.8
0375 CR 352	2075		LP4FL	3.9
Rifle, CO 81650	2070		LP4FL	2.58
625-4833; 625-4848 (fax);	2050		LP2FL	1.5
625-2363 (fax); 625-3833 (fax)	1070		LP1FL	0
AVTech/Zulu Gulf Aviation	2085		LP6FL	1.5
P. O. Box 7875				
Aspen, CO 81612				
970-920-7698				
0375 CR 352, Building 2085				
Rifle, CO 81650				
625-8541; 625-8541 (fax)				
DBS Helicopters	3060		LP10FL	2.41
(Doug, Paul, Lisa)				
0375 CR 352, Building 3060				
Rifle, CO 81650				
625-2991; 625-2997 (fax);				
379-4545 (cell)				
Rifle Facility (Joel Sax)	2077		LP12B-1	1.5
303 West Francis Street				
Aspen, CO 81611				
970-948-7552 (cell)				

COUNTY-OWNED BUILDINGS AND TENANT SERVICE LIST

Name, Address, Phone No.	Building No.	County-Owned Building Lease Parcel No.	Tenant-Owned Building Lease Parcel No.	EQR
Skye Grphon (Rifle Facilities) 0375 CR 352, Building 3030 Rifle, CO 81650 1 Industrial Drive Londonberry, NH 03053 603-623-2180	3030		LP9FL	2
Structural Assn. (Shane Evans) 1073 Prince Creek Road Carbondale, CO 81623 970-379-5601 c/o Beverly Burk P. O. Box 2198 Glenwood Springs, CO 81601	2083		LP12B4	1
Bob Woodward 4763 Rosebud Lane Newburgh, INI 47630 812-430-1484	2079 2080		LP12B2 LP5FL	1 1
Karl Walters 525 Bupont Lane Key West, FL 33040	2081		LP12B3	1
N/A	N/A		Future Tenant Construction LPEA1 LPEA2 LPEA3 LPEA4 LPEA5	0 0 0 0 0

COUNTY-OWNED BUILDINGS AND TENANT SERVICE LIST

Name, Address, Phone No.	Building No.	County-Owned Building Lease Parcel No.	Tenant-Owned Building Lease Parcel No.	EQR
			LPEA6	0
			LPEA7	0
			LPEA8	0
			LPEA9	0

**GARFIELD COUNTY/CITY OF RIFLE
GARFIELD COUNTY REGIONAL AIRPORT RUNWAY IMPROVEMENT
ROAD AND UTILITY RELOCATION
INTERGOVERNMENTAL AGREEMENT**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement") is entered into effective this 19th day of May, 2010 by and between the BOARD OF COUNTY COMMISSIONERS, COUNTY OF GARFIELD, COLORADO, a legal and political subdivision of the State of Colorado (the "County") and the CITY OF RIFLE, a Colorado Home Rule Municipality (the "City").

WITNESSETH:

WHEREAS, pursuant to the provisions of § 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 County owns and has jurisdiction over the property commonly known as the Garfield County Regional Airport (the "Airport"); and

WHEREAS, the County intends to make improvements to the runway and safety areas at the Airport that will require the relocation of portions of County Roads 346 and 319, Airport Road and intersection improvements to Baron Lane/Airport Road (collectively the "Relocated Roads") and certain water and sewer utility improvements owned by the City (the County's construction of these road and utility improvements shall be collectively called the "Project"); and

WHEREAS, the City has approved the annexation of property adjacent to the Airport known as Rifle Airpark, which annexation annexes a portion of County Road 346 and a portion of County Road 319 into the City ("Annexed County Roads"); and

WHEREAS, the owner of the Rifle Airpark and the City have agreed to delay the recording of the Annexation Map of the Rifle Airpark Annexation until the construction of the Relocated Roads is complete so that the City can process an amendment to the Annexation Map so that City and County's jurisdictional boundaries can be arranged to conform to the right-of-way of the Relocated Roads; and

WHEREAS, the City and the County entered into that certain Intergovernmental Agreement for Maintenance and Repair Responsibility for Roadways in Rifle Airpark PUD dated September 14, 2009 and recorded with the Garfield County Clerk and Recorder as Reception No. 775145 (the "Roads IGA") which Roads IGA sets forth the parties' agreement regarding the maintenance of certain portions of the Relocated Roads once constructed and annexed into the City; and

WHEREAS, the City and County desire to set forth their understanding regarding

Garfield County Regional Airport Runway Improvement
Road and Utility Relocation
Intergovernmental Agreement

the construction of the Relocated Roads and water and sewer utility improvements and the City's ultimate acceptance of these improvements.

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. Utility and Road Improvements.

A. Construction of Utility and Road Improvements. All roads, specifically the Relocated Roads, drainage facilities, water lines, water facilities, sewer lines, sewer facilities, hydrants, and water distribution or sewer collection facilities required by this Agreement and shown on the construction plans prepared by Olsson Associates, titled Runway 8/26 Upgrade to ARC D-II Standards, Garfield County Regional Airport AIP Project No. 3-08-0048-18 dated July 6, 2009 approved and signed by the City's Public Works Director (the "Public Improvements") shall be installed and completed at the expense of the County.

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

ii. The County 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.

B. Pre-Construction Meeting. The City Engineer and Public Works Director and the County, its engineer, contract engineer and construction contractor held a pre-construction meeting on September 6, 2009, for the purpose of discussing all construction issues that will be required for the Project and shall continue to meet on a weekly basis as the Project proceeds.

Garfield County Regional Airport Runway Improvement
Road and Utility Relocation
Intergovernmental Agreement

C. Construction Observation and Inspection.

- i.. Construction Inspection. The County shall be responsible for ensuring that the contract with its certified professional engineer or engineering firm hired by the County for the Project ("County's Contract Engineer") provides construction inspection services as necessary to allow the County's Contract 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 and at the County'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, but shall represent that the City reasonably affirms that the work is progressing satisfactory unless otherwise stated in writing. To assist the City in monitoring the installation of the Public Improvements, a "Resident Project Representative" employed by the County's Contract Engineer 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 prepared under the direction of the County's Contract Engineer. The Resident Project Representative shall regularly apprise the City Public Works Director or his/her designee of the status of the work on the Public Improvements. Further, the County's Contract Engineer shall have a Colorado licensed 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 described in the construction specifications in the Plans and Specifications approved 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

Garfield County Regional Airport Runway Improvement
Road and Utility Relocation
Intergovernmental Agreement

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 County's completion of construction of the Public Improvements, the County's Contract 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. The County shall, at its expense, have record drawings prepared by the County's Contract Engineer and a registered land surveyor, which drawings shall include all legal descriptions the City may require. The record drawings shall be forwarded to the City for review and approval. The County shall also prepare a summary of the actual construction costs of all Public Improvements to be dedicated to the City and provide them to the City.

Once the record drawings are approved and the costs summary reviewed, 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 "City's Acceptance Date". Unless this Agreement is otherwise amended, the City's Acceptance Date shall occur on or before the final completion date for the Public Improvements required of the County's Construction Contractor. If the City has not already accepted the Public Improvements, the County shall give the City twenty (20) days' notice in writing prior to the final completion date for the Public Improvements required of the County's Construction Contractor so that the City can meet its obligation hereunder.

- E. City's Acceptance and County's Conveyance of the Public Improvements. Effective on the Acceptance Date, the County shall execute a bill of sale to the City conveying any interests it has in the applicable Public Improvements, 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 City's Acceptance Date, as provided in Paragraph 2(I).

Garfield County Regional Airport Runway Improvement
Road and Utility Relocation
Intergovernmental Agreement

- F. Utility Easements. Simultaneously with the conveyance of the Public Improvements to the City, the County shall convey to the City, on forms agreed to by the City and the County, the utility easements generally shown on Exhibit A attached hereto and incorporated herein by this reference based upon the record drawings of a minimum width of twenty-five (25) feet for all mains and related appurtenances, including stub-outs for utilities that will serve a portion of Rifle Airpark (the "Utility Easements"). The Utility Easements shall include access for the operation, maintenance, repair, and replacement of those mains and related appurtenances.
- i. Easements Merge with Annexation. Some of the Utility Easements are located in the right-of-way of the Annexed County Roads, but until the Annexation Map for Rifle Airpark is recorded and the City obtains jurisdiction of the Annexed County Roads, in accordance with Paragraph 4 below, the City will need all of the Utility Easements to operate, maintain, repair and replace the Public Improvements that are the subject matter of certain Utility Easements. Once the amended Annexation Map for Rifle Airpark is recorded, in accordance with Paragraph 4 below, those certain Utility Easements will merge with the City's jurisdiction/ownership of the Annexed County Roads.
- ii. Drainage Improvements. The City acknowledges that certain drainage improvements will be located in the County Road 319 right-of-way which will come under the City's jurisdiction with the Annexed County Roads. The County will retain ownership and responsibility for the maintenance, repair and replacement of these drainage improvements and will need to obtain a right-of-way work permit from the City pursuant to the Rifle Municipal Code to perform work within the City's right-of-way; provided, however, the City shall be responsible for maintaining the two (2) water quality manholes located at the end of Easement Nos. 2 and 3 shown on Exhibit A.
- G. Conveyance and Vacation of Road Rights-of-Way. Prior to the recordation of the Annexation Map for Rifle Airpark, the County shall convey to the City by Right-of-Way Deed all rights-of-way for the Relocated Roads in a width required by the City's Public Works Manual. The Relocated Roads are generally shown on Exhibit B attached hereto

Garfield County Regional Airport Runway Improvement
Road and Utility Relocation
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and incorporated herein by this reference. The City will provide the County written notice prior to the recording of the Annexation Map for Rifle Airpark to enable it to comply with this requirement. Upon the conveyance of the new rights-of-way for the Relocated Roads, the City will consider an ordinance vacating the old rights-of-way as shown on Exhibit B as further delineated in Paragraph 4 below.

- H. Title Policy. Prior to the recordation of the deeds and grants of easements listed in Paragraph 2(F) and (G) above (the "Dedications"), the County shall provide the City a commitment for a title insurance policy or an ownership and encumbrance report from a local title company, indicating that the Dedications are free and clear of all encumbrances whatsoever which would impair the use of the Dedications and make said Dedications unacceptable. At the time of recording the Dedications, the title insurance policy(s) shall be provided to the City, and the premium(s) for the title insurance shall be paid by the County or the County shall convey the Dedications to the City by Special Warranty Deed excepting from warranty of title such encumbrances that do not make the Dedications unacceptable. In the event the title commitment(s) or ownership and encumbrance report reflects encumbrances which would impair the use of the Dedications as proposed or which would make the Dedications unacceptable, the City shall notify the County, who shall cure or otherwise remove or subordinate said encumbrances to the satisfaction of the City prior to the recordation of the Dedications.
- I. Warranty. County shall warrant any and all Public Improvements 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, County 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, as stated above.

During the last three (3) months of the one (1) year guarantee and warranty period, the County and/or its designee, with the City's

Garfield County Regional Airport Runway Improvement
Road and Utility Relocation
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observation, will re-inspect the Public Improvements and the City will advise the County of any deficiencies and irregularities, if any, that may have developed.

3. Specific Conditions, Dust Suppression Plan and Storm Water Management Plan. The County has provided the City for its review and approval with a Dust Suppression Plan contained in Construction Permit No. 09GA0666L issued by the Colorado Department of Public Health and Environment dated July 16, 2009 to Kelly Trucking, Inc. and a Storm Water Management Plan prepared by Kelly Trucking, Inc. to abate dust, mud and debris associated with the Project; and the County's Contract Engineer will ensure that the County's Construction Contractor complies with the terms and conditions of such plans.

4. Annexation of Relocated Roads and De-Annexation of County Property. Following the substantial completion of construction of the Relocated Roads and the conveyance of the rights-of-way to the City, the City will process an amendment to the Annexation Map of Rifle Airpark to reflect the new location of the Relocated Roads. In addition, the City will also initiate the process to de-annex property acquired by the County for the Project so that County owned property is not within City jurisdiction, which property is generally shown on Exhibit C and will be further defined at the time of the de-annexation. The City will use its best efforts to process the amendment to the Annexation Map of Rifle Airpark and the annexation and de-annexation of property shown on Exhibit C prior to November 18, 2010 when the Airport is scheduled to open for operation.

5. Reimbursement of Costs. The County has been paying the City the actual costs the City has incurred for outside engineering and legal services rendered in connection with this Agreement, including, but not limited to negotiating and drafting this Agreement, annexation and de-annexation issues, condemnation issues, the review of the Plans and Specifications, construction observation, and the acceptance of the Public Improvements and Existing Improvements. The County agrees to examine any future costs and work with the City in good faith regarding reimbursements of any such additional amounts. The City agrees to use its in-house staff inspector and other personnel to the maximum extent possible to reduce such reimbursable plan review and construction observation.

6. 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.

7. Notice. All notices, requests, demands, consents, and other

Garfield County Regional Airport Runway Improvement
Road and Utility Relocation
Intergovernmental Agreement

communications pertaining to this Agreement shall be transmitted in writing and shall be deemed duly given when received by the parties at their addresses as shown 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:	Karp Neu Hanlon, P.C. P.O. Drawer 2030 Glenwood Springs, CO 81602
Notice to County:	Garfield County c/o Garfield County Manager 108 Eighth Street, Suite 213 Glenwood Springs, CO 81601
With Copy to:	Garfield County Attorney's Office 108 Eighth Street, Suite 219 Glenwood Springs, CO 81601
With Copy to:	Garfield County Airport Director 0375 County Road 352, Bldg. 2060 Rifle, CO 81650

8. Indemnity/No Waiver of Governmental Immunity Act. The County and the City agree to reciprocal indemnification of the other party for any claim brought against one party as a result of activities of the other party pursuant to this Agreement. 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.

9. 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.

Garfield County Regional Airport Runway Improvement
Road and Utility Relocation
Intergovernmental Agreement

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

IN WITNESS WHEREOF, the City and the County have caused this Agreement to be executed on the day and year first set forth above.

**BOARD OF COUNTY COMMISSIONERS
OF GARFIELD COUNTY, COLORADO**

By _____
Chairman

ATTEST:

County Clerk

CITY OF RIFLE, COLORADO

By: _____
Mayor

ATTEST:

City Clerk

EXHIBIT A

UTILITY EASEMENTS TO BE CONVEYED THE CITY OF RIFLE

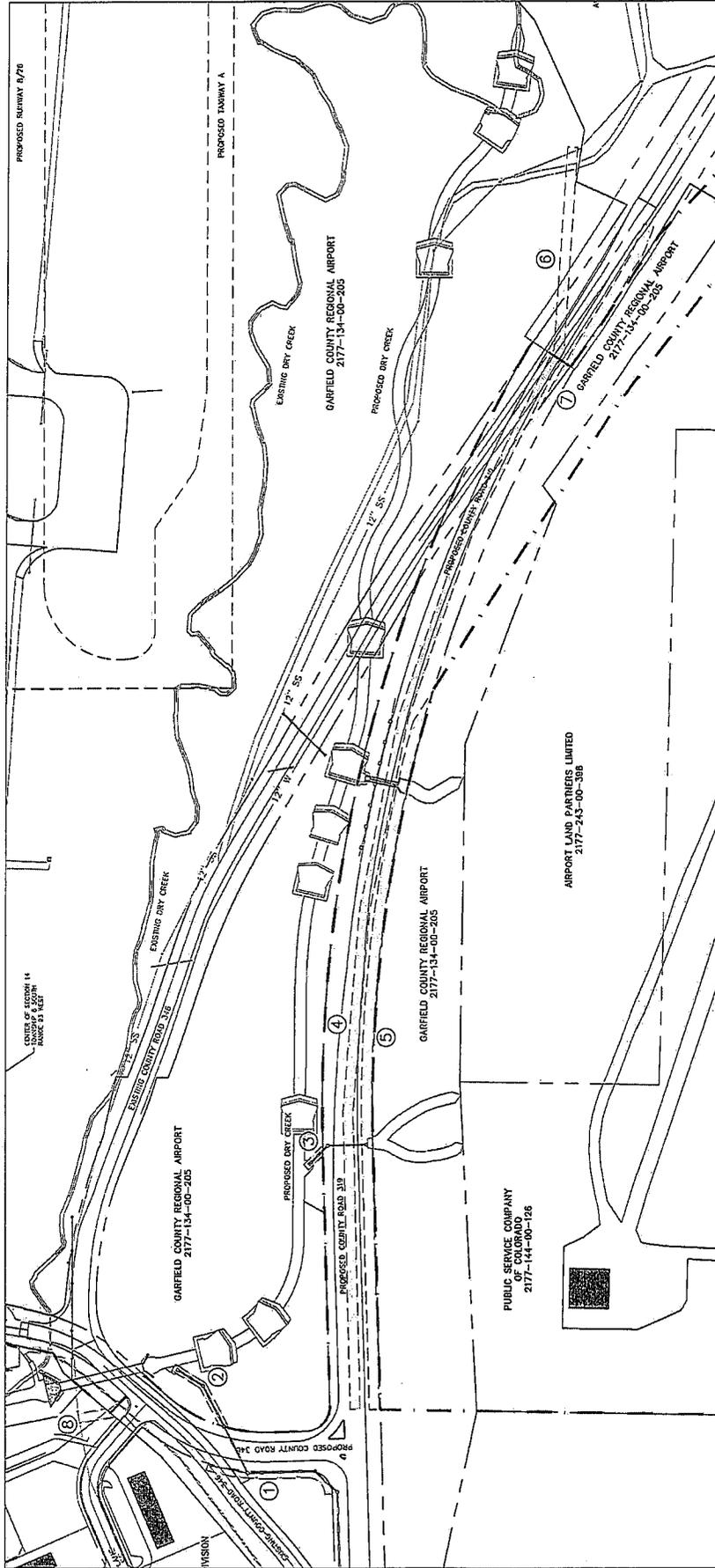
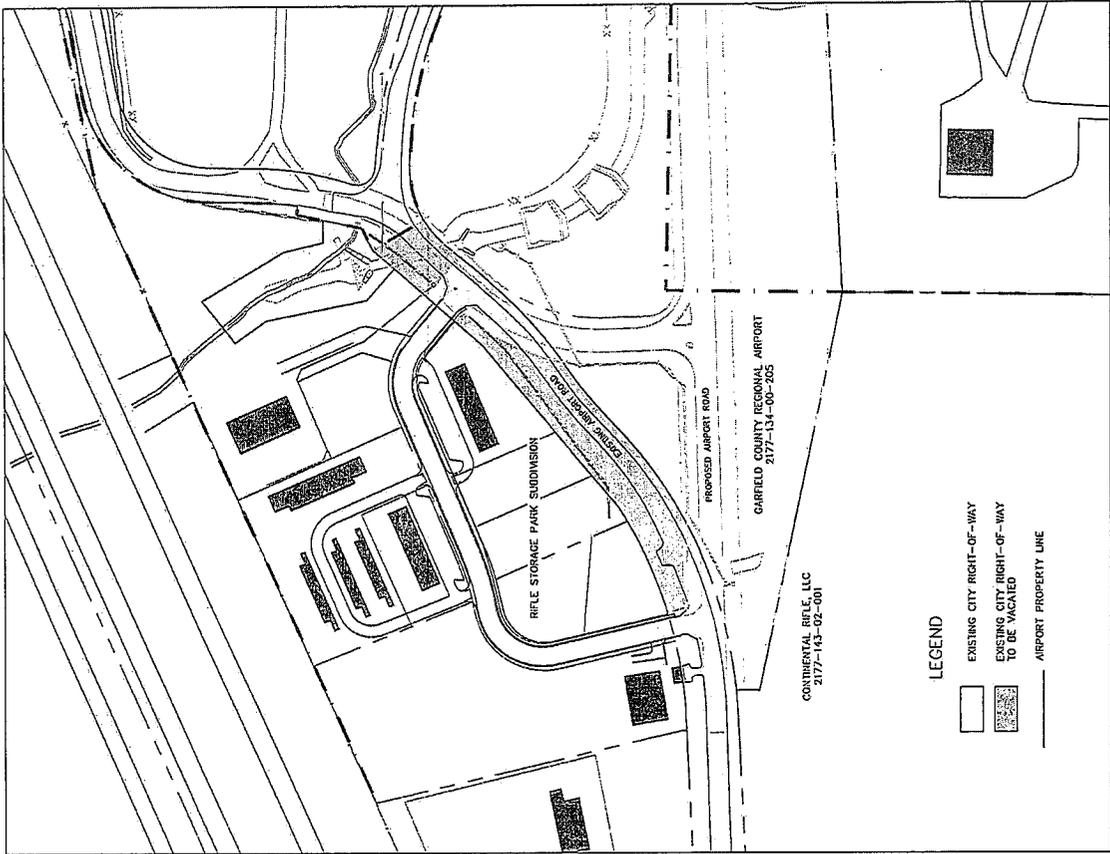


EXHIBIT B

RIGHT-OF-WAY TO BE VACATED BY CITY



RIGHT-OF-WAY TO BE CONVERTED TO CITY

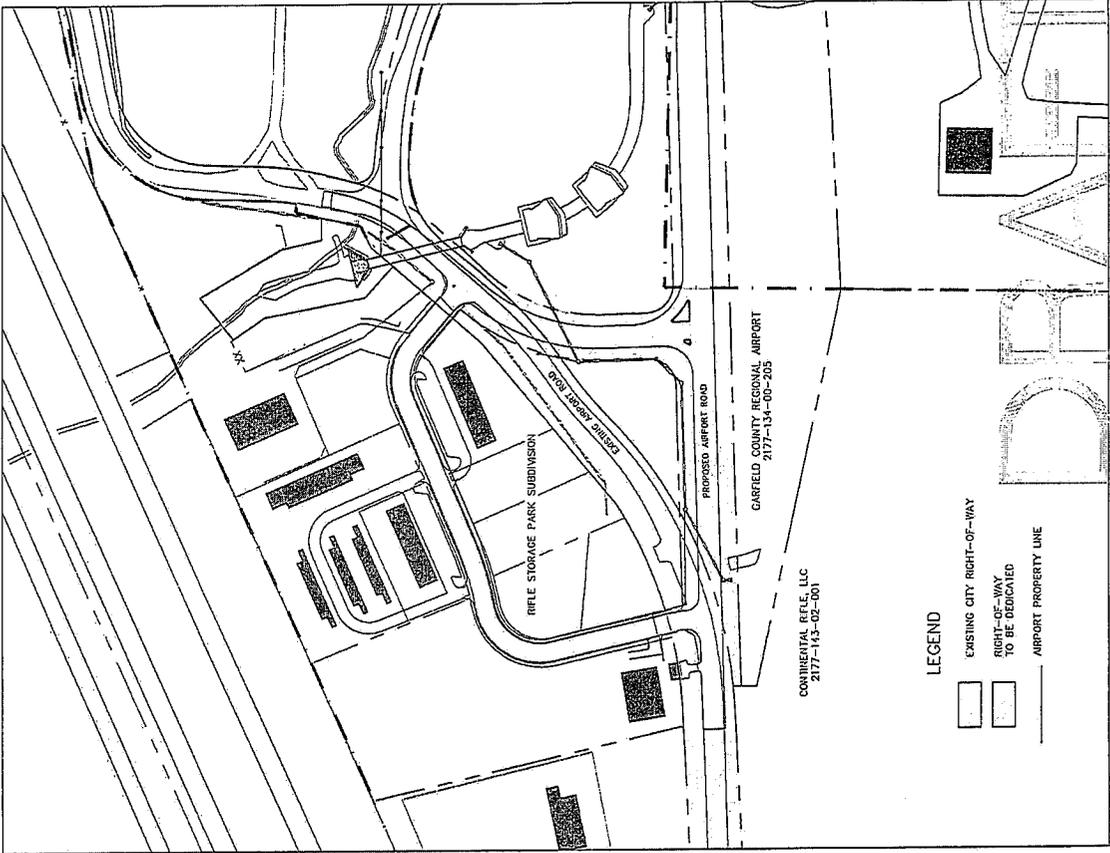
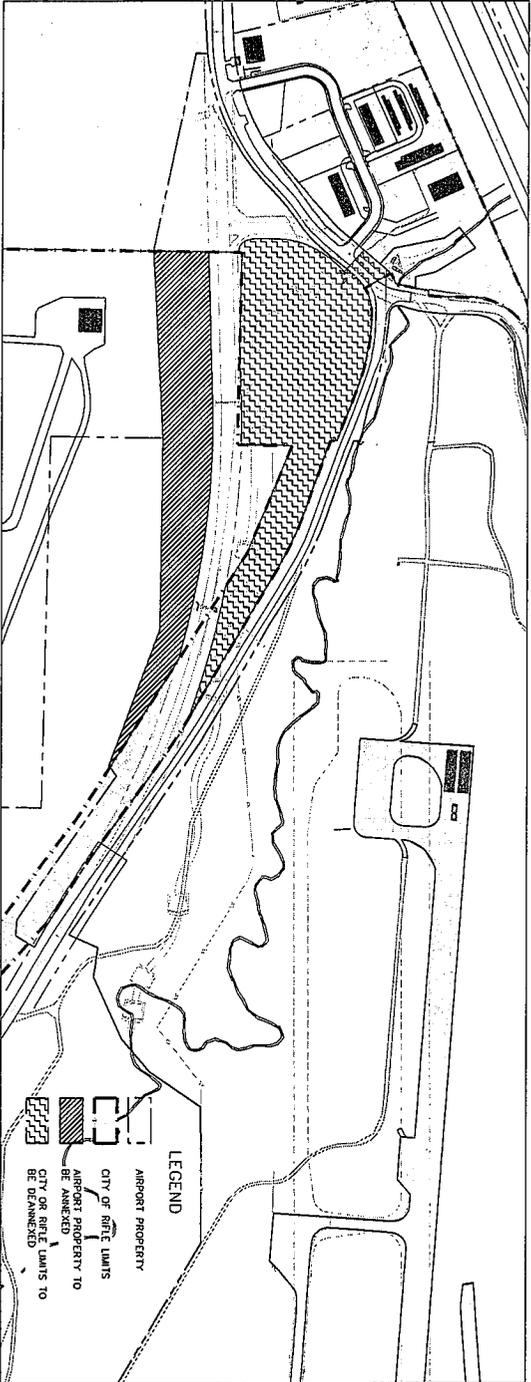
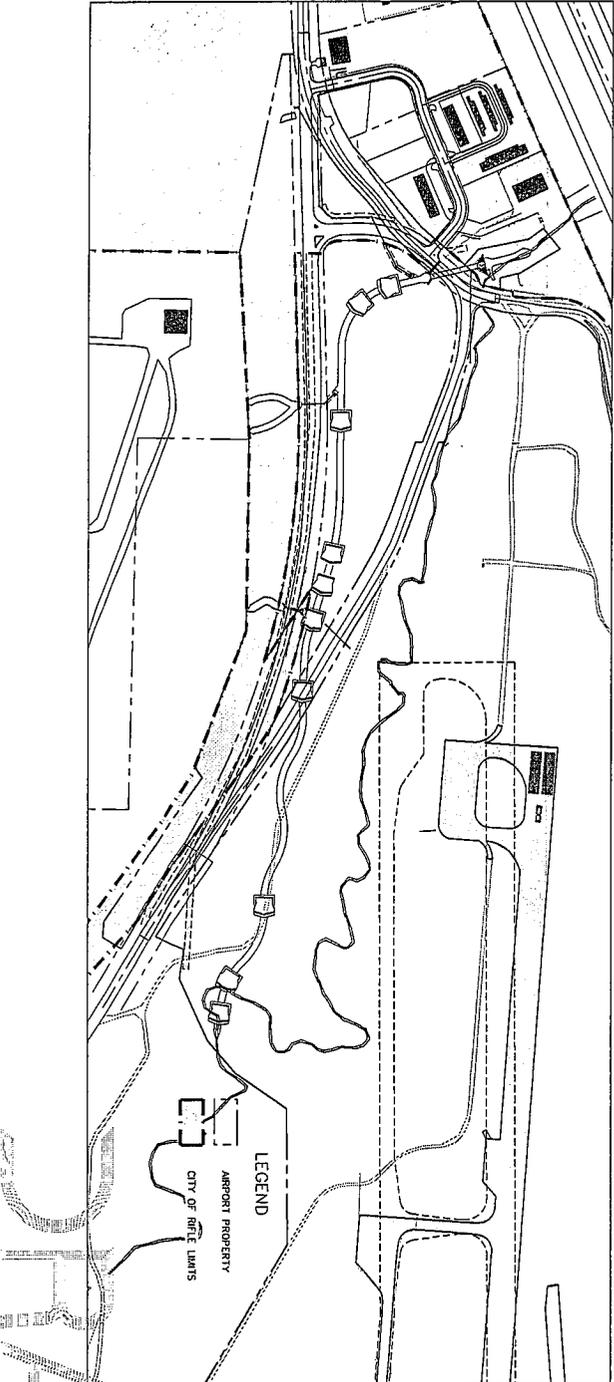


EXHIBIT C

CITY OF RIFLE LIMITS AND AREAS TO BE ANNEXED AND DEANNEXED



CITY OF RIFLE LIMITS AFTER ANNEXXATION AND DEANNEXATION



LEGEND
AIRPORT PROPERTY
CITY OF RIFLE LIMITS

STAY



Memo

To: John Hier, City Manager
From: Wanda Nelson, CMC, City Clerk
Date: Friday, May 14, 2010
Subject: IGA with Garfield County Regarding the Compost Facility at the Energy Innovation Center

As of packet deadline, we do not have this IGA finalized for Council's consideration. Staff anticipates receiving the documents as early as Monday morning. Once we receive the documents, we will email them to Council immediately.

Please do not hesitate to contact me with any questions you may have.



CITY OF RIFLE-GARFIELD COUNTY

**INTERGOVERNMENTAL AGREEMENT
REGARDING**

**COMPOSTING FACILITY AT CITY OF RIFLE
ENERGY INNOVATION CENTER**

THIS INTERGOVERNMENTAL AGREEMENT regarding the Composting Facility at the City of Rifle Energy Innovation Center (hereinafter "Agreement") is entered into this ___ day of May, 2010 by and between the CITY OF RIFLE, a Colorado Home Rule Municipality (hereinafter the "City"), and the BOARD OF COUNTY COMMISSIONERS, COUNTY OF GARFIELD, COLORADO, a legal and political subdivision of the State of Colorado (hereinafter the "County").

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 City owns certain real property known as the Energy Innovation Center Site ("EIC Site") located at 2515 West Centennial Parkway, Rifle, Colorado 81650 on which the City has constructed a regional waste water reclamation facility (the "RWWRF") to treat wastewater from the City's collection system; and

WHEREAS, the City has master planned the EIC Site to be developed as an energy innovation center with the construction of a renewable energy industrial park to compliment the City's vision as an Energy Village (the "Energy Innovation Center Concept"); and

WHEREAS, the City has entered into a Commercial Property Lease with Cacaloco Enterprises, Inc. ("Cacaloco") for approximately five (5) acres, with an option to expand to a total of ten (10) acres, of the EIC Site to process the biosolids from the RWWRF, collect and process organic wastes, septage and biosolids from the region, and sell composted and recycled material to the community, all in furtherance of the goals of the Energy Innovation Center Concept (the "Compost Facility"); and

WHEREAS, the County owns and operates the Garfield County Landfill ("Garfield County Landfill") which is a nonhazardous solid waste disposal facility for the region; and

City of Rifle-Garfield County
Intergovernmental Agreement
Composting Facility

WHEREAS, the County supports the City's Energy Innovation Center Concept and the Compost Facility, and to the extent wood products can be composted and not sent to the County Landfill, the County saves space in the County landfill and the public benefits; and

WHEREAS, the parties desire to enter into this Agreement to set forth their mutual cooperation and contributions towards developing the EIC Site for the Composting Facility and to further the Energy Innovation Center Concept.

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. Shear Grinder. The County agrees to purchase a Shear Grinder for use at the County Landfill that can grind wood products into an appropriate size that can be used as a bulking agent for the Compost Facility. The shear grinder is estimated to cost between \$300,000 to \$500,000, which cost shall be the sole obligation of the County. The County shall retain ownership of the shear grinder and be solely responsible for its operation and maintenance. The County agrees to negotiate in good faith with Cacaloco regarding terms and conditions that may result in an agreement between the County and Cacaloco for the use of such wood products at the Compost Facility, if such agreement makes economic sense to the County and Cacaloco.

3. Liquid Wastes. The Compost Facility accepts and composts non-hazardous liquid septage from portable toilets and similar uses in the region. The County agrees to use its best efforts to encourage liquid septage haulers to deliver liquid septage to the Compost Facility rather than disposing it at the County Landfill; provided, however, non-acceptable septage and liquid wastes containing magnesium chloride or non-human wastes will continue to be accepted at the County Landfill.

4. Energy Innovation Center Infrastructure.

A. Estimated Costs of the Infrastructure. The Site Plan for the Compost Facility on the EIC Site and the necessary infrastructure are shown on Exhibit A attached hereto and incorporated herein by this reference. The initial estimated cost of the infrastructure for the Energy Innovation Center is as follows:

City of Rifle-Garfield County
 Intergovernmental Agreement
 Composting Facility

<u>Item</u>	<u>\$</u>	
Engineering	8,500	
Design		
Geotechnical	2,500	
Design		
		Subtotal
		11,000
Road A	185,000	
Road B	70,000	
Sewer	27,500	
Water	47,000	
Solids	15,000	
Electrical	50,000	
Landscaping/Irrigation	9,000	
Grading/Drainage	21,000	
		Subtotal
		424,500
Construction Observation	0	
Engineering Services during	4,500	
Construct.		
Material Testing	12,000	
		Subtotal
		16,500
		TOTAL
		452,000

The above items for the Energy Innovation Center shall be known as the "Infrastructure."

- B. Design and Construction of Infrastructure. The City shall design the infrastructure necessary for the Compost Facility on the EIC Site and bid out the construction work for proposals from contractors. The City may accept and reject bids, and change the design and scope of the Infrastructure in its sole discretion; provided, however, the City agrees there will be adequate infrastructure so that the Compost Facility may operate. The City shall be the contracting party for the construction of the Infrastructure.

- C. County Contribution towards Construction Costs. The County agrees to contribute to the City \$200,000.00 towards the costs of the construction of the Infrastructure. The County agrees to make its payment to the City

City of Rifle-Garfield County
Intergovernmental Agreement
Composting Facility

within ten (10) days of the City's notice to the County that it has awarded the bid for the construction of the Improvements.

5. Payments Subject to Annual Appropriations. Any payment obligation required under this Agreement shall be subject to annual appropriations by each party. The parties are not under obligation to make any future apportionment or allocation to this Agreement. Notwithstanding any other terms of this Agreement, it is expressly understood and agreed that: (1) Any financial obligation, whether direct or contingent, for all or any part of the work under this Agreement shall extend only to monies duly and lawfully appropriated and budgeted by the parties irrevocably pledged pursuant to the purposes of this Agreement; (2) The parties do not by this Agreement irrevocably pledge present cash reserves for payments in this or future fiscal years; (3) This Agreement is not intended to create a multiple/fiscal year direct or indirect financial obligation of the parties; and (4) The obligation of the parties for expenditure obligations, if any, arising during subsequent fiscal years in which this Agreement could be extended and be in effect, shall only extend to utilization of payment of monies appropriated and budgeted and encumbered for the purpose of this Agreement in the fiscal year in which obligations arise.

6. 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:	Karp Neu Hanlon, P.C. P.O. Drawer 2030 Glenwood Springs, CO 81602
Notice to County:	Garfield County c/o Garfield County Manager 108 Eighth Street, Suite 213 Glenwood Springs, CO 81601
With Copy to:	Garfield County Attorney's Office 108 Eighth Street, Suite 219 Glenwood Springs, CO 81601

City of Rifle-Garfield County
Intergovernmental Agreement
Composting Facility

7. Indemnity/No Waiver of Governmental Immunity Act. The County and the City agree to reciprocal indemnification of the other party for any claim brought against one party as a result of activities of the other party pursuant to this Agreement. 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.

8. 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.

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

IN WITNESS WHEREOF, the City and the County 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

**BOARD OF COUNTY COMMISSIONERS
OF GARFIELD COUNTY, COLORADO**

By _____
Chairman

ATTEST:

County Clerk

**UTILITY DEPARTMENT
INTEROFFICE MEMO**



TO: John A. Hier, City Manager

FROM: Charles G. Stevens, Utility Director 

CC: City Council Members, Dick Deussen, P.E., Project Engineer, Robert Burns, Water Supervisor, Charles Kelty, Finance Director

DATE: May 12, 2010

RE: Reverse Osmosis (RO) Used Equipment Purchase

REQUEST

Please request the City Council to approve this investment expenditure for the purchase of this used equipment that will be designed into and placed into operation in the new Rifle Regional Water Purification Facility (RRWPF).

DISCUSSION

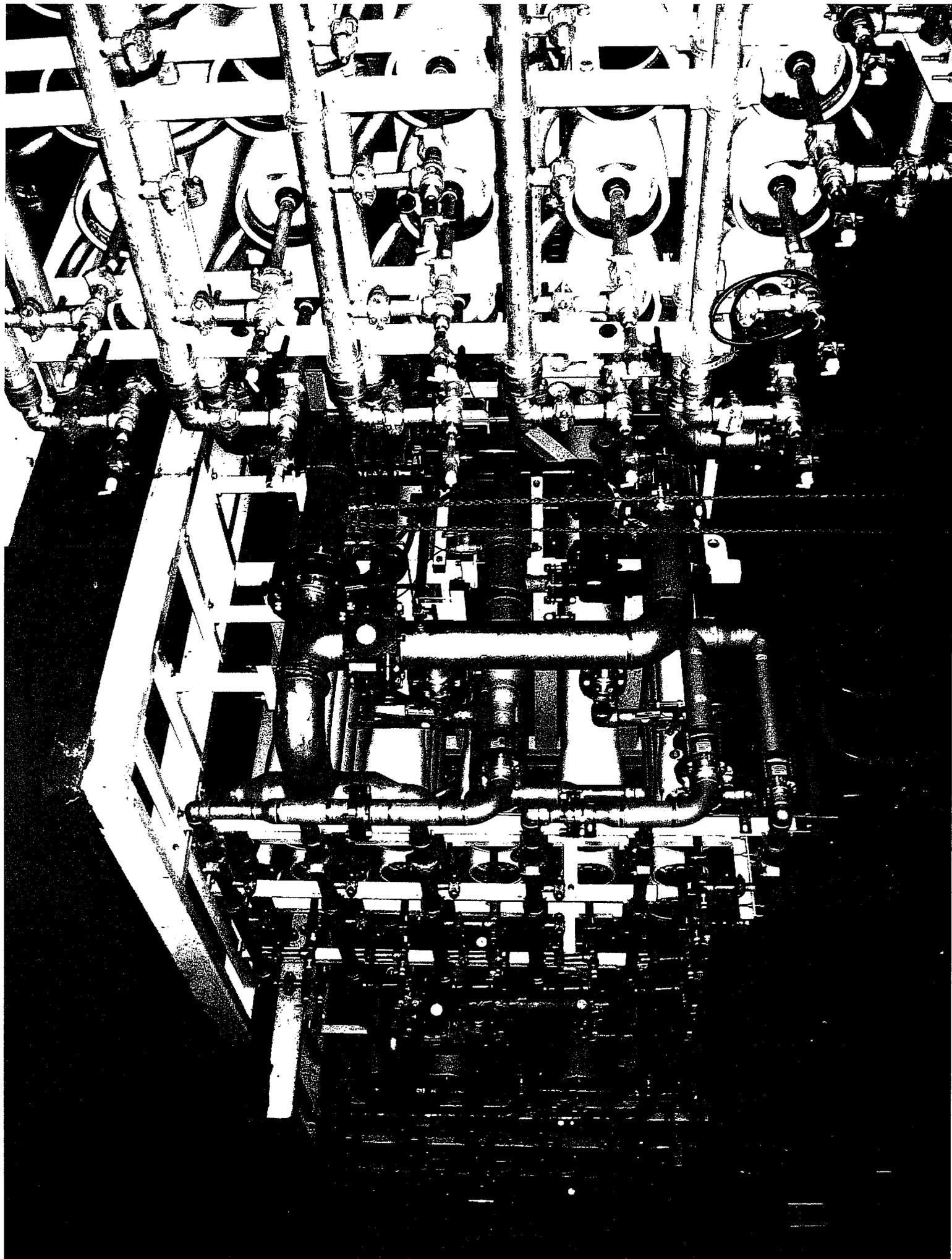
This used equipment (RO) will fit into the water treatment process after pre-treatment, after low pressure membranes and before disinfection for the RRWPF. The estimated cost for purchasing new equipment for this facility would be \$1,200,000 - \$1,400,000. After a site visit to the recently shut down Intel Corporation business in Colorado Springs, CO. and consultation with Malcolm-Pirnie engineers and a construction contractor estimating costs for these projects the conclusion was drawn that the equipment and ancillary components could potentially be purchase for \$260,000. Funds were not budgeted in the 2010 budget but could be appropriated from the Water Enterprise Capital Fund balance of \$1,700,000. This investment means providing high quality drinking water, service reliability, delivering water that is safe, meets or exceeds all regulations, is consistent with the city's vision when pursuing capital improvement programs, meets community expectations while implementing forward-thinking methods and technologies that anticipate future regulations and provide cost-effective community benefits.

ACTION

The Utility Director, Water Supervisor and consultants recommend the purchase of this used equipment and shipping to the City of Rifle in an amount not to exceed \$290,000.00.

Attachment (1)







TO: John Hier, City Manager
FROM: Rod Hamilton, Public Works Director
Jim Neu, City Attorney
Jeff Simonson, Consultant City Engineer
DATE: May 19, 2010
RE: Watershed Permit – United Companies, Scott Gravel Pit

BACKGROUND:

Staff began review of this permit application in early 2005. Through the years, the scope of the application and mining operation site plan has been reduced, revised, and greatly modified. On March 15, 2010, the Garfield County Board of County Commissioners approved [the] applicant's mining operation Special Use Site Plan and Text Amendment.

DISCUSSION:

For further details related to the technical review comments and conditions, please see the attached letter from our Consultant City Engineer, SGM.

In summary, the total area of proposed mining operations has been significantly reduced. The area and portion known as the "Ox Bow" will not be impacted by mining operations.

The applicant has revised and enhanced important protection and mitigation measures; for example, active GPS monitoring of buffer widths between mining operations and the Colorado River, armored inflow/outflow areas, strategically placed and active monitoring of staff gauges, internal pit sedimentation capture devices, secondary containment devices and areas around proposed batch plant equipment. Moreover, during a 100 year flood event, a detailed hydraulic analysis shows backwater and flooding conditions will not adversely affect the City's water intake structure.

Additionally, a comprehensive remediation and reclamation plan is included in the application package.

Staff and the applicant would also like to note the following permits and supporting documentation have been reviewed and are acceptable to the City. The final form/approval of each permit is dependent upon each outside agencies' approval. All permits will be approved and finalized prior to the start of any mining operation.

- Mining (DRMS) – State of Colorado Division of Reclamation, Mining & Safety
- Spill Prevention Control and Countermeasure (SPCC) – State of Colorado
- Gravel Well – State of Colorado
- Substitute Water Supply – State of Colorado
- National Pollutant Discharge Elimination System (NPDES) – State of Colorado
- 404 Wetland Confirmation(No Impact) - United States Army Corp of Engineers

Finally, Staff will complete detailed and thorough inspections during construction and reclamation activities.

RECOMMENDATION:

Consistent with requirements in Article II, Section 13-2 et. al. of Rifle's Municipal Code, together with SGM's technical review letter with proposed conditions, and in harmony with GARCO's Site Plan and Text Amendment Approval, Staff finds there will be no adverse affects upon the City's raw water intake system.

Staff recommends approval of United Companies' "Scott Pitt" watershed permit application.



May 11, 2010

Mr. Rod Hamilton, PLS
Public Works Director
City of Rifle
P.O. Box 1908
Rifle, CO 81650

Mr. James Neu, Esq.
Leavenworth and Karp, P.C.
P.O. Box 2030
Glenwood Springs, CO 81602

**RE: United Companies, Re-submittal of the Watershed
District Permit Application for the Scott Expansion
of the Chambers Pit on the Colorado River Intake Watershed**

Dear Rod and Jim,

The purpose of this letter is to follow up our review and comments regarding the re-submittal of the Watershed District Permit Application for the Scott Expansion of the Chambers Pit on the Colorado River Intake Watershed. This application re-submittal has been prepared by Greg Lewicki and Associates. The prior submittal considered the request of a watershed permit for three (3) mining areas located directly south of the City's water intake facilities to the Rifle Pond. As you recall, the City had a variety of concerns with the application as the proposed mining was to occur in the floodplain and floodway of the Colorado River. Subsequent reviews and a hearing in front of City Council considered granting the applicant a Watershed District Permit with a variety of conditions. The applicant's review of the subsequent conditions caused the applicant to reconsider the proposal and this subsequent application re-submittal has been received.

Generally, the recent application submittal consists of a bound book prepared by Greg Lewicki and Associates dated as revised April 2010 containing the following information:

1. April 2010 Watershed Permit Application
2. General Location Map
3. DRMS Scott Expansion approval letter of 2004
4. Conditional Letter of Map Revision Approval by the Federal Emergency Management Agency w/supporting information from TetraTech.
5. Huddleston-Berry Report on Bank Stability
6. Inflow/Outflow Examples
7. Maps C1-C4 and F1-F3
8. Compact Disc containing referenced information in the re-submitted application



CLASSIFICATION

Based upon our review and analysis set forth below, we recommend classifying the project as an "Impact" since the proposed activity is immediately adjacent to the City's intake facilities and is part of a cumulative series of minor impacts from similar activities and gas industry development on both sides of the river upstream from the City's potable water intakes.

ANALYSIS

The proposed activity includes sand and gravel mining activities and associated operations including primary crusher/screening facilities, receipt and processing of recycled materials and an associated fueling facility. The site is located on the south side of the Colorado River across the river from the City of Rifle's Colorado River water supply intake(s). Activities on the site will be ongoing for approximately 4 to 6 years depending on the demand for the mined materials.

The site activities will ultimately expose ground water which increases the potential for impact to the ground water resource from both minor and major spills within the project. The ground water flow is in a westerly direction and tributary to the Colorado River above the City's intake (alternate point of diversion) for pit mining activities that will occur in Mining Area 2 (Phases 3 – 5).

Surface runoff from the project will be contained within the project site, therefore, erosion and discharge of sediment to the river system is not a significant risk for the City. Dewatering operations for the project will discharge high TDS water into the Colorado River via a settling pond. Such activities are regulated by the Colorado Department of Public Health and Environment through a Process Water and Storm Water Discharge Permit Process. While such discharges may be permitted by the State due to the high dilution factor in the Colorado River, the City needs to be aware of such discharges and should be copied with the discharge monitoring data on a regular basis such as quarterly reports.

The application provides a SPCC plan for the ancillary uses associated with the mining activities. Upon installation of the fuel storage tank for mining activities and upon preparation of the SPCC plans provided for the asphalt plant, concrete plant and crushing/screening plants, a specific SPCC plan will be prepared and certified by a registered professional engineer that the plan(s) meets industry standards and the requirements in 40CFR112 regarding oil pollution prevention. The City will need to be provided a copy of the approved (by the State Oil Inspector, CDPHE, EPA, etc...) SPCC plans when prepared. As noted in the current SPCC plan, the City of Rifle is included on the notification and emergency contact list in the case of a fuel spill.

One of the greatest concerns that the City has had regarding this application is the fact that this mining activity is located not only within the floodplain of the Colorado River but within the floodway. There is a chance for interaction of the Colorado River to exist with the mining activities as the mining areas are also subjected to the 10 year flood on the Colorado River. Because the mining activities will create a pit with a bottom elevation of



upwards to 25 feet below the bottom of the adjacent river bed, without proper mitigation efforts implemented, there is a chance that the equilibrium profile of the Colorado River streambed could become altered. As a result this could create a significant chance that the river would "shift" away from the City's waterworks intakes. This is commonly referred to as "pit capture". Generally, a locally steeper hydraulic gradient is created upon the flood waters entering the pit at the upstream end of the pit. With the locally steeper hydraulic gradient being created, the erosive forces from the stream are increased beyond the natural armoring that has been developed by the stream and "head cutting" ensues to the point that the stream has reached a new equilibrium. This "head cutting" often results in the realignment of the river channel as is observed with the old CDOT pit adjacent to the Union Pacific railroad tracks, just upstream of the Highway 13 crossing of the Colorado River.

To mitigate the potential for pit capture to occur, the applicant has proposed the following:

1. Develop and maintain the buffer (in excess of 100 feet) between the defined channel of the Colorado River and the start of the closest pit.
2. The re-submittal has removed a significant mining area from the prior application.
3. The applicant has made a commitment to submit an annual report to the County with GPS measurements shown on a map showing the current disturbance, what areas have been backfilled, where topsoil stockpiles are located, all site structures, what areas have been seeded, mulched and what is planned for the ensuing 12 months.
4. The applicant has proposed armoured/erosion protected inflow/outflow areas for each mining area to allowed "controlled" filling of the mining areas during flooding events.

CONCLUSIONS/RECOMMENDED CONDITIONS

With the impacts identified, the applicant has identified mitigation techniques which are, in our view, acceptable in light of the standards of practice employed by the industry. If council concurs and elects to grant a watershed permit to the applicant, we would recommend the following conditions be stated:

1. The Applicant shall maintain and comply with its CDPHE Process Water and Storm Water Discharge permit. The Applicant shall submit a copy of its discharge reports to the City on a quarterly basis for the activities in Mining Area 2.



2. The City of Rifle shall be included on the notification list and emergency contact list in each SPCC for the site as well as for any revisions or modifications to those plans. We note that the proposal anticipates that each specific piece of equipment will come "supplied" with an individual SPCC plan that the City will need to review and concur with prior to placement within a mining area and/or use. The City's point of contact for the SPCC plans shall be the water plant at 970-625-2841 or the "on call" cell number at 970-379-6398. Note that the City is identified in the text of the SPCC plan as being notified, however, the phone numbers, above are not correctly listed. As well, the placard in the appendix of the SPCC plan fails to require notification to the City.
3. The project shall be subject to periodic inspections by the City and/or its consultants. This project shall be included in the bi-annual inspection list for active Watershed District Permits. The applicant shall be responsible for all costs associated with such inspection. During the rip rap and erosion control mat installation phases of the project, the City and/or its consultants will need to be present to observe that armoring of the upstream banks of the mining pits are properly performed. During the construction of the fuel containment facilities detailed in each SPCC plan, the City and/or its consultants will also need to be present to confirm proper construction. For all work activities, the operator will need to notify the City at least 2 weeks prior to such work activities so as to allow the City the opportunity to assure adequate resources are available to monitor these activities.
4. In the event Colorado River channel migration (not necessarily pit capture) occurs (from the north) and reduces the specified 100- foot buffer between the mining excavations and the river channel. The Applicant will need to provide the necessary bank stabilization to re-establish the 100-foot buffer. If a recurrent problem exists towards loss of the 100-foot buffer, then a permanent solution towards maintaining the 100-foot buffer needs to be provided by the applicant for the City's review and approval.
5. Provide the most recent signature block (public works director) on the mapping for the City to indicate concurrence of the mapping to the DRMS for the watershed permit.
6. The CLOMR provides a variety of conditions that need to be met in order for the activity to eventually be granted a LOMR. It will need to be clear that the applicant will need to follow with all financial resources to complete the eventual application for the LOMR as well as all submittal and review fees. The LOMR will need to be applied for by the applicant upon the completion of mining and prior to the DRMS releasing the reclamation bond for this activity.



SCHMUESER | GORDON | MEYER

ENGINEERS | SURVEYORS

7. The operator of the pit shall coordinate installation activities with the City such as for rip rap installation, inflow/outflow structure construction, etc.. In this manner, the City will be able to coordinate inspections and testing accordingly.
8. Provide the City a copy of the annual report to the County by which the commitment has been made that with GPS measurements shown on a map showing the current disturbance, what areas have been backfilled, where topsoil stockpiles are located, all site structures, what areas have been seeded, mulched and what is planned for the ensuing 12 month. In addition, the GPS measurements will confirm the location of the south edge of the top of bank for the active channel of the Colorado River from the east limits of the permit area to the west limits.

Please call if you have any questions or need additional information.

Sincerely,

SCHMUESER GORDON MEYER, INC.

Jefferey S. Simonson, P.E., C.F.M.

CC: City of Rifle staff

I:\1999\99055a\287\corresp\May 11 Scott Pit Letter to Rod.doc

BEFORE THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO

DRAFT

CONCERNING THE APPLICATION FOR A WATERSHED DISTRICT PERMIT OF OLD CASTLE SW GROUP, INC. D/B/A UNITED COMPANIES OF MESA COUNTY TO OPERATE A GRAVEL PIT KNOWN AS THE SCOTT EXPANSION TO THE CHAMBER'S PIT IN THE COLORADO RIVER WATERSHED

FINDINGS OF FACT, CONCLUSIONS OF LAW AND APPROVAL OF WATERSHED DISTRICT PERMIT NO. 3-10

I. BACKGROUND

1. On September 1, 2007, Old Castle SW Group, Inc. d/b/a United Companies of Mesa County (the "Applicant") applied to the City of Rifle (the "City") for a watershed district permit to operate a sand and gravel pit, including primary crusher/screen facility, receipt and processing of recycled materials, asphalt batch plant, concrete plant, and associated fueling facility for on-site operations (the "Project") on property located in Section 15, T6S., R93W., 6th PM. The Project is located across from the City's Colorado River raw water intake structure and sedimentation pond within the City's Watershed District jurisdiction, and the application was submitted pursuant to City of Rifle Ordinance No. 22, Series of 1994, codified in Article II of Chapter 13 of the Rifle Municipal Code, as amended ("RMC" or "Watershed Ordinance").

2. For the purposes of this permit (the "Permit"), the application shall consist of the watershed permit application and application notebook prepared by Greg Lewicki and Associates dated September 1, 2007, Revised November 2008, Revised February 2009, and finally Revised May 2010, including the Watershed District Permit Application, general location map, DRMS Scott Expansion approval letter dated August 31, 2004, Conditional Letter of Map Revision approval by FEMA dated July 31, 2008 with supporting information from Tetra Tech dated April 16, 2008 and November 7, 2007, Huddleston-Berry Report dated April 30, 2008 with Tetra Tech Report dated August 6, 2008, In-Flow and Out-Flow Examples and narrative, Garfield County Land Use Change Application, mining plan, reclamation plan, and SPCC plan, all correspondence and materials submitted to the City by the Applicant or its agents, as well as all representations, whether oral or written, made as part of the application and public hearing process. These items shall be collectively referred to herein as the "Application."

3. Following the receipt and review of the Application, Jeff Simonson, P.E. of Schmueser Gordon Myer, Inc., Consulting Professional Engineer for the City, submitted his findings to the City regarding the Project in a letter dated May 11, 2010, which is attached hereto as Exhibit A and incorporated herein by this reference (the "Simonson Letter"). Because the Project is located immediately adjacent to the City's raw water intake facilities and in the Floodway with a probable chance for interaction of the Colorado River with the mining activities that could alter the equilibrium profile of the Colorado River streambed and shift the river away from the City's intake, site activities will ultimately expose ground water which increases the potential for impact to the

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ground water recourse from spills within the Project, and the Project will discharge high TDS water into the Colorado River via a settling pond, the Simonson Letter categorized the Project as an "Impact" under the City's Watershed Ordinance. The Simonson Letter further concluded that, so long as the Project is operated in compliance with the Application and conditions contained in the Simonson Letter, the Applicant will be applying mitigation techniques which are acceptable in light of the standards of practice employed by the industry.

4. Any and all other permits issued or to be issued by county, state and/or federal agencies in relation to the operation of the Project are incorporated herein by this reference.

II. FINDINGS OF FACT

5. The proposed activity is within the defined boundaries of the City's Watershed District as defined in RMC §13-2-20, specifically within five (5) miles of the City's Colorado River municipal water diversion and intake structure. The proposed activities include the operation of a gravel pit.

6. The Application filed by the Applicant is complete.

7. The Applicant has paid the application fee required under RMC §13-2-110.

8. A duly noticed Public Hearing was held before the Rifle City Council (the "Council") on May 19, 2010. At the hearing, testimony was presented by Jeff Simonson regarding the activities proposed by the Applicant and the applicability of the City's Watershed District Ordinance. City Attorney Jim Neu explained to the Council its jurisdiction on this matter and that it's authority was limited to the protection of the City's water quality and supply. Mr. Simonson explained the provisions of the Permit and the terms and conditions set forth in the Simonson Letter, which classified the proposed activities as an Impact pursuant to RMC §13-2-120. Greg Lewicki with Greg Lewicki and Associates, consultant for the Applicant, and _____ with United Companies, provided testimony on behalf of the Applicant regarding the Application and the Project. Testimony was opened up for members of the public. The City Council expressed

9. With the performance of the conditions contained in the Application, this Permit and the Simonson Letter, and based upon the Applicant's testimony, the Council finds that adequate measures are in place for the proposed activities to mitigate foreseeable risk of significant injury to the City's waterworks or pollution to the City water supply, so long as the Applicant adheres to all of the conditions stated in the Application, this Permit and the Simonson Letter. The City Council therefore finds and determines that the issuance of the Permit requires the inclusion of conditions as set forth in the Application and the Simonson Letter, and as outlined above, that such conditions are necessary to prevent a risk of injury to the City's water works and pollution of the City's water

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supply, and that such conditions are authorized pursuant to RMC §13-2-140.

III. CONCLUSIONS OF LAW AND ISSUANCE OF PERMIT

10. The foregoing Findings of Facts are incorporated herein by reference.

11. The City has jurisdiction over the proposed activity pursuant to RMC §13-2-20 and City of Rifle Ordinance No. 22, Series of 1994.

12. Based on the evidence presented at the Public Hearing and the Simonson Letter, the Council hereby determines that this decision shall constitute a Watershed District Permit for the operation of the Project as more fully outlined in the Application. The conditions of approval recommended by Mr. Simonson in the Simonson Letter are hereby approved and adopted by the Council as conditions of approval of this Permit unless expressly amended herein. In addition, all representations, whether oral or written, made by the Applicant and/or its agents as part of the application and public hearing process shall be conditions of approval of the Permit. The Applicant shall further comply with the following additional conditions:

a. City staff and its consultants shall inspect the Project in a frequency it deems necessary to ensure compliance with the conditions contained herein and the Application, specifically during construction and reclamation activities.

b.

13. All conditions of approval contained within any permit issued to the Applicant for the Project by any county, state and/or federal agency shall be deemed conditions of approval of this Permit. All such permits and approvals must be finalized and issued prior to the start of any mining operations. Any violation of the conditions of any other such permit issued shall be deemed a violation of this Permit.

14. A copy of this Permit shall be sent by certified mail, return receipt requested, to the Applicant.

15. Pursuant to RMC §13-2-110, the Applicant shall reimburse the City for all outside professional services, including but not limited to engineering, legal, consulting, publication and copying fees associated with the review and processing of the Application and for subsequent inspections ensuring compliance with the Permit.

City of Rifle, Colorado
Watershed District Permit No. 3-10
Scott Expansion to the Chambers Gravel Pit
Old Castle SW Group, Inc. d/b/a United Companies of Mesa County

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16. This Permit shall not be effective until approved by the City and agreed to by the Applicant.

Dated this _____ day of _____, 2010.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk

This City of Rifle Watershed District Permit No. 3-10 is accepted and agreed to this _____ day of _____, 2010.

UNITED COMPANIES OF MESA COUNTY

By: _____

Print name and title



ENGINEERING / PUBLIC WORKS / UTILITIES

PROJECT STATUS REPORT as of: 5/19/10

* = New Information

Capital Improvement Projects

Rifle Regional Wastewater Reclamation Facility

UV system controls and punch list items are nearing completion by the contractor. *Several items continue to be of concern but will be worked out with equipment manufacturers.

Water Treatment Plant Design

Progress continues on Phase 1 and the Basis of Design Report (BODR) has been modified to reduce the plant size to 6 mgd, expandable to 8 mgd. The 30% completion drawings are nearly finished. A cost to finish design (after the 30% drawings are complete) is being developed by the Consultant because of the change in Site, reduction in size, etc.

Separate tasks underway include development of a report on the feasibility of connecting Beaver Creek to the new water treatment facility (thus avoiding the future cost of replacement/expansion of the BCWTP).

Bypass Pipeline at Rifle Pond

This project, funded partially by a STAG Grant, will consist of a bypass pipeline from the River Intake to the raw water pump station, a pond outlet back to the river and one or two bores across the railroad and U.S. 6 for a future raw water pipeline to the new Water Treatment facility. Design is underway.

Powdered Activated Carbon (PAC) System at GMWTP

*The dosing equipment and PAC material for testing and startup service has been delivered to the GMWTP and the equipment installed. The pump and air compressor have been delivered. Coring of the walls is complete and conduit has been installed. *Startup was conducted on May 18th and 19th.

Centennial Park Development

Work continues on placing rock on the pillars at the bridge entrances and, grading of the east and west parking areas. *The trail was reinforced from Park Avenue and around the Community Green for future Farmers Market trucks. The stage structure column bases have been poured at the Amphitheatre. The Pioneer pump station equipment and electrical control panels have been set. The project is about 55% complete. The Rifle Creek crossing at 5th Street will be closed for the month of May. Bridge piers have been installed.



Centennial Park Wayside #4

Deerfield Park Planning

*A first concept plan has been prepared by the Consultant and Staff is reviewing preliminary drainage plans. They are continuing with the development plan.

Rifle Arterial Transportation Engineering (Gateway, S.H. 13 & U.S. 6)

Alternatives reviewed and evaluated for both the gateway entrance to the City and Park Avenue extension can be viewed on www.riflegateway.com.

Modeling is presently underway. A draft report has been returned with Staff comments for incorporation into the final report. CDOT Transportation Commission has approved further development of the one-way couplet and the final report is nearing completion.

Energy Park Improvements

Design drawings for the first phase of this development for the composting facility are complete. Improvements include roadways, water and sewer service, a solids line extension from the RRWWRF to the composting plant, electrical service, detention ponds and drainage swales. A gravity service to the existing sewer is also included. This project will be ready to bid this month depending upon availability of funds and assistance from the County. The contractual documents are also complete.

Traffic Signal at 24th Street

The contractor, under his warranty, will repair the thermoplastic pedestrian crossing markings.

Trail Along Rifle Creek

Handrail has been installed and the concrete trail poured. Minor improvements, such as signage, are still remaining to be completed.



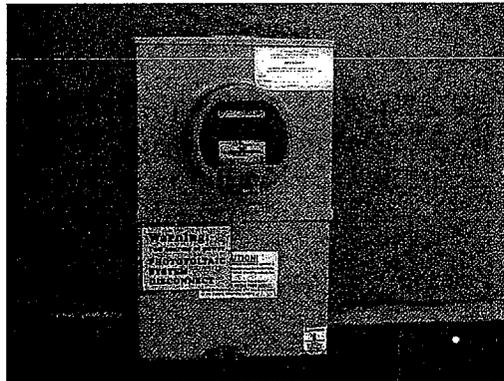
Rifle Creek Trail Near City Market

Environmental Work at Rifle Pond

Environmental work for the STAG Grant is presently being performed. A COE representative has reviewed the project site with the consultant's environmental scientist and City staff. *A preliminary report is expected this month.

Photovoltaic Electric Systems

PV panels have been installed on the roof at the Service Center and at the Police and Court Building and on ground supports at the Parks Maintenance Facility. State electrical inspections have been completed. *Three installations are connected to the Xcel electrical system and one is awaiting Xcel installation of meters. The Kiosk at the Parks Building has been installed.



Photovoltaic Electrical Systems – O&M

Generator at Airport Pump Station

Shop drawings have been approved for the installation of a 275 KW generator at the Airport Pump Station. The County of Garfield is providing funds for this improvement. A pad for the generator and a walkway around the pad has

been placed. Underground electrical conduit has been placed. The generator is scheduled to arrive on site in June.

Biosolids Removal at the North Wastewater Plant

Staff has completed contract bid documents for removal of biosolids from the existing North Wastewater Treatment Plant to meet closure requirements of CDPHE and the project has been advertised. Proposals are expected on May 21st, 2010. The City construction crew will decommission the South Wastewater Treatment Plant.

Water Sales Building

Staff is requesting assistance from a vendor to improve the existing water sales building. This would include a new meter and the ability to allow credit card purchases. Transactions would be automatically transferred to the Finance Department.

Reconstruction of City Streets

Design work is beginning on the reconstruction of Acacia Avenue from the south end to beyond 26th Street and for South 7th Street from Taughenbaugh Boulevard to Garden Lane. These failing streets will require geotechnical work to determine a final cross-section. Acacia Avenue work requires replacement of water service saddles.

Overlay of City Street

Staff has also directed SGM to prepare bidding documents for an overlay of 24th Street from Howard Avenue to the West end of the Street and Railroad Avenue from 16th Street to State Highway 13.

Walkway Over Sedimentation Basin at GMWTP

As a means to measure sludge depth in the basin, once the PAC system is in operation, a new truss walkway has been designed. It will be installed in the near future.



PAC System Installation

Development Projects

Staff is working on the following development projects:

Development projects on hold because of the present economic downturn:

Pioneer Mesa, Phase 2
The Shoppes at Rifle
Comfort Suites

14th Street Marketplace
Scalzo Ranch (The Grove)
Whiteriver Plaza

Development projects presently under construction include:

Western Rockies Credit Union (punch list item)
Fire Station No. 3 (punch list items)
Lift-up Fire Service Connection (street patch required)
Rifle Heights (re-vegetation required)
Mackey Building (Enterprise Court)



Mackey Building Landscaping

Creekside Townhomes (punch list items)
Habitat Complex on Coal Mine Avenue
Napa Building
Water main at CMC (nearly complete)
16th Street Chip & Seal (recently re-graded) Picture Below



Projects in progress through Planning/Engineering are:

Walmart Remodel
Kum & Go at Centennial Parkway and Railroad Avenue
Kum & Go at 26th Street
West Side Mobile Home Park
Queen's Crown
Roan View Industrial Park
Rimrock
Remington Square
Scott Gravel Pit
The Farm
Eagles Nest
Trapper Hollow
819 Randolph Duplex
La Hacienda Restaurant

Right-of-Way Permits

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

Water & Sewer Connection on CR 352 for Airport Project
Water & Sewer Connection at CR 319 & 346 for Airport
Colorado Mountain College
Comcast cable installation along Airport Road
Sewer connection on East Avenue
*Gas service disconnection on West 2nd Street

Garfield County Projects within the Rifle Area

Garfield County Sheriff Annex

The County is constructing a new Sheriff's Annex near the Airport and other County facilities on Hunter Mesa. The City is providing out-of-city water and sewer services. The water and sewer service installations are complete. The City is awaiting As-built drawings and final easement plats/descriptions.

Garfield County Health Services Center

This facility is being constructed adjacent to and south of the Social Services Building at Railroad Avenue and 14th Street. The County has contributed funds to improve the intersection and move the traffic signal on the southwest corner to a location which would allow a larger turn radius. Plans for the traffic signal have been approved and the pole and mast will be on site next week. 14th Street will be closed and Railroad Avenue southbound traffic rerouted around the pole and mast installation on May 18th.

Garfield County Airport Runway Realignment and Improvements

The County of Garfield and the FAA are expanding and realigning the airport runway, CR 346 and CR 319, alignment of Dry Creek and relocating the City's water main and trunk sewer. Staff is providing inspection of public improvements within the City. Kelly Trucking is the primary contractor. The contract was delayed due to blasting required for rock along the roadway and water/sewer lines, which is now finished. *Work on the wall at the end of the runway is about 70% complete. The sewer along the realigned Airport Road has been completed and the water main is presently being installed. *Airport Road and Baron Lane will be closed overnight on 17th of May (may change) for roadbase installation and closed for a period of time on May 18th for paving at the tie-in for the new relocated Airport Road.



New Alignment of Airport Road Looking East



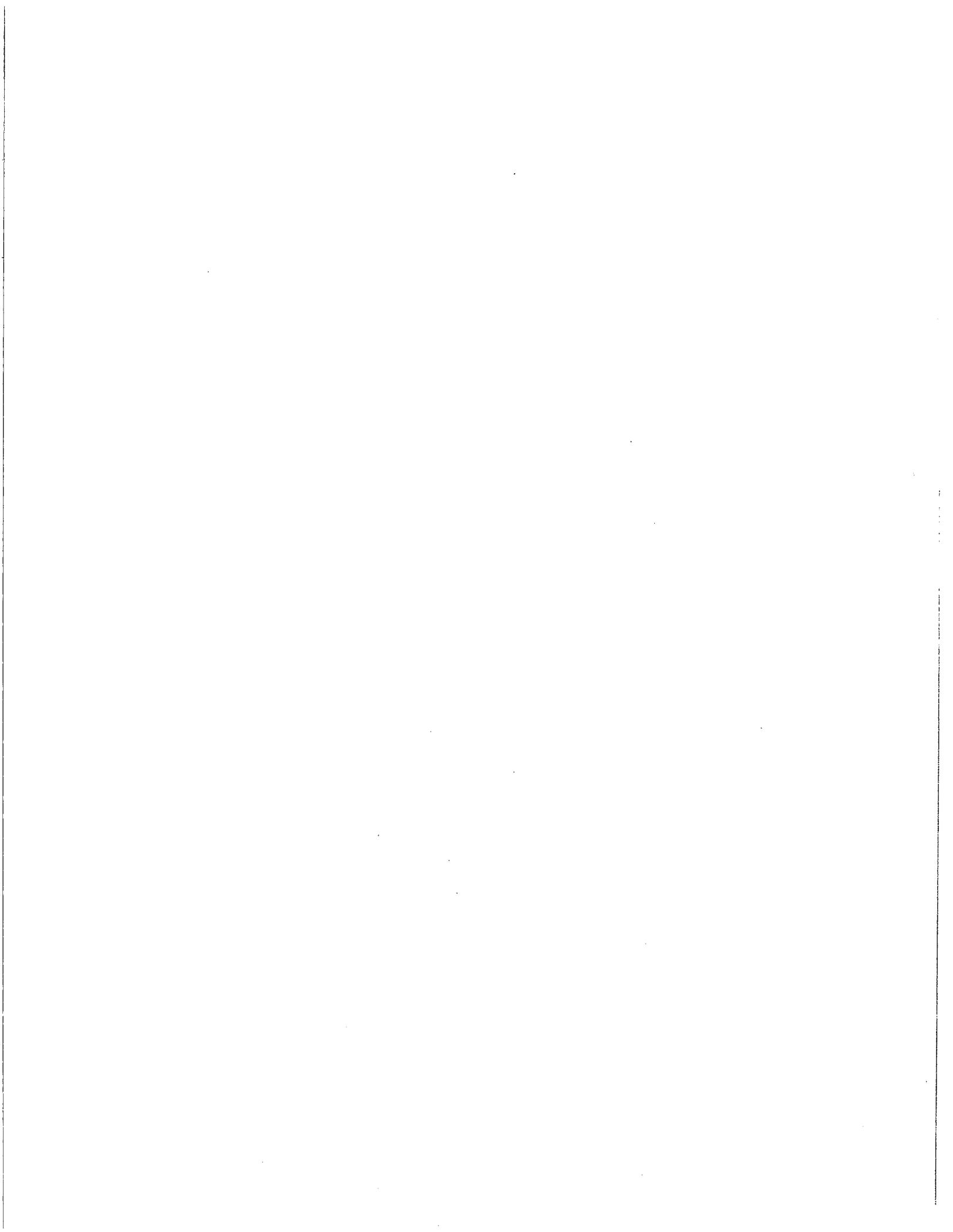
New Alignment of Airport Road Looking West

Garfield County Airport Water and Sewer System Expansion

The contractor has installed the main water service line connecting to the Airport Road water main near the west end of the Airport and has connected at the entrance to the Airport. The new sewer is being installed to service the hanger area. City will own, operate and maintain these facilities (which will replace existing inadequate facilities). New water services and meters have been installed and the buildings are now receiving water from the new mains.

Garfield County Library and Future Civic Center Complex

The contractor has installed the steel beams, columns and girders. *The north wall of the parking garage and the double-T roof beams have been placed and the topping over the T beams has been poured. The topping contains Hycrete, a waterproofing additive. The storm drain installation is proceeding. The water main and hydrant on the east side on the east has been installed.





RIFLE POLICE DEPARTMENT

201 East 18th Street • Rifle, CO 81650-3237

MEMORANDUM

TO: JOHN HIER, CITY MANAGER
FROM: DARYL L. MEISNER, CHIEF OF POLICE
DATE: MAY 13, 2010
RE: STAFF REPORT

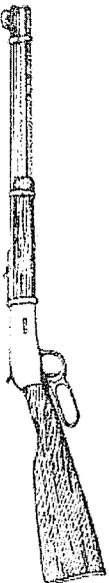
The SIDNE impaired driving simulator has arrived. On Wednesday the 12th of May three officers, Sgt. Vaughn Miles, Officer Dustin Marantino and Officer Kirk Wilson were trained as trainers on the simulator and we are now prepared to begin conducting impaired driving awareness programs. The first classes will be at Rifle High School. We are working on obtaining a trailer to transport the SIDNE and hope to have one soon.

On May 15th we will conduct the annual Rifle Police Department Bicycle Rodeo and Safety Fair. This fair includes opportunities for officers to interact with the community. We will be helping our young citizens learn about bicycle safety while having a good time with the Police Officers. We will also give out bicycle helmets again this year. Over the years we have given away hundreds of bicycle and skate board helmets to the youth of our community. It is gratifying to see so many wearing helmets in our community and know that we had some part in protecting our children. This year the event will coincide with the skateboard event at the Action Park. We will give you a report on the outcome in the next report.

We want to bring attention to the fact that the warmer weather of spring and summer not only bring out the flowers and green grass, but we also see an increase in thefts. We wish to remind everyone to be sure to lock your cars and don't leave your valuables in the cars overnight. Also for business make sure that all your security devices are in good working order. Make sure your night lighting is working and always on after dark. We ask that the community be sure to call anytime they see or hear anything suspicious. We would rather check it out and find all is well than not receive a call of a real crime.

The enforcement efforts at the cross walks in Rifle continue. We are seeing an improvement in the level of voluntary compliance with pedestrian crossing laws.

We are working with public works on some solutions to a noise complaint in the area of Wapiti Court. The Police Department remains busy with all that the spring season brings with it.



Please forward this message to friends, neighbors, service organizations, businesses, etc. in Garfield County-

OPEN HOUSE: comment on environmental issues that may affect our health

Hosted by Garfield County Public Health

- Stop by one of the 7 different open houses (one in each town listed below).
- There you will see 44 posters with environmental health issues on them. These are environmental issues that may affect our health here in Garfield County.
- Place a marker on the 5 issues you think are most important.
- Grab some refreshments and go.
- Or email your thoughts directly at www.GarfieldCountyCARES.com

OPEN HOUSE times, dates, locations:

Mon., May 17, 4:30-6:30 p.m., **Glenwood Springs** City Council Room, 101 West 8th Street.

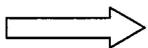
Tues., May 18, 2-3:30 p.m., **Battlement Mesa** Activity Center, 0398 Arroyo Drive.

Tues., May 18, 4:30-6:30 p.m., **Parachute** Town Hall, 222 Grand Valley Way.

Wed., May 19, 4:30-6:30 p.m., **Carbondale** City Hall, 511 Colorado Avenue.

Wed., May 19, 4:30 – 6:30 p.m., **New Castle** Recreation Center, 450 West Main Street.

Th., May 20, 4:30-6:30 p.m., **Silt** Fire Station, 611 Main Street.



Th., May 20, 4:30 – 6:30 p.m., **Rifle**, Health & Human Services Bldg., 195 W. 14th Street.

Carrie Godes

Garfield County Public Health

Special Projects Coordinator/Health Educator

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