



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
June 2, 2010**

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

6:00 P.M. Water Rate Structure (Charlie Stevens)

**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 19, 2010 Regular Meeting
 - B. Minutes from the May 12, 2010 Special Meeting
 - C. Liquor License Renewals: El Kora; 6 & 13 Quick Mart; Red River Quick Mart
 - D. 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. Resolution 10-10: Adopting Place Brand (Michael Langhorne)
- 7:25 p.m. 6. Contract to Purchase Clough Property (Jim Neu)
 - A. McKenzie Out of City Water Upgrade Request
 - B. Snyder Out of City Water Request
- 7:40 p.m. 7. Award of 2010 Biosolids Project (Dick Deussen)
- 7:55 p.m. 8. Resolution 9-10: Efficient Fleet Policies (Mike Braaten)
- 8:05 p.m. 9. Update on HB 10-1284 Regarding Medical Marijuana Dispensaries (Mike Braaten)
- 8:15 p.m. 10. Administrative Reports
 - A. City Manager Report
 - B. Other Reports
- 8:25 p.m. 11. Comments from Mayor and Council

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

Next Regular Council Meeting: June 16, 2010 at 7:00 p.m.



RIFLE CITY COUNCIL MEETING

Wednesday, May 19, 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 Pro Tem Jay Miller.

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

Councilor Lambert moved to excuse Mayor Keith Lambert from tonight's meeting; seconded by Councilor Thompson.

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

OTHERS PRESENT: John Hier, 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; Rod Hamilton, Public Works Director; Mike Braaten, Government Affairs Coordinator; Kris Swanson; Rich Carter; Kevin Kelley, Construction Inspector; Brian Condie; Paul Spencer; Pete Siegmund; Mike Russell; Liv Fawcett; Bill Bailey.

CONSENT AGENDA

MINUTES FROM THE MAY 5, 2010 COUNCIL MEETING; PRAB APPOINTMENTS; SET PUBLIC HEARING FOR LA HACIENDA LLC LIQUOR LICENSE APPLICATION; CHEERMEISTER MODIFICATION OF PREMISES APPLICATION; IGA MOSQUITO CONTROL; ACCOUNTS PAYABLE

Councilor Lambert moved to approve the Consent Agenda; seconded by Councilor Rice.

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

CITIZEN COMMENTS AND LIVE CALL-IN

There were no citizen comments or live call-ins.

HEALTH + WELLNESS CENTER

UPDATE

Kris Swanson, Rich Carter, and Michael Langhorne presented the new schematic design of the Health + Wellness Center. The design includes a multi-level center that includes basketball and racquetball courts, yoga studios, and a coffee shop.

MOU FOR SITE

Mr. Langhorne noted this agreement is for the development of the south side of the former Valley Lumber site (presently owned by the City) for the Health + Wellness Center. Mr. Hier noted this is a win-win situation for the Center and the City. Councilor Lambert moved to approve the MOU as amended; seconded by Councilor Thompson.

Rifle City Council Meeting, May 19, 2010

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

GARFIELD COUNTY ADVISORY COMMITTEE PRESENTATION

Chief Meisner and Shelly Evans provided an overview of the Community Health Initiatives, which focused on the use of alcohol and drugs by youth. A policy advisory board, made up of key policy makers working in Garfield County, created a strategic plan that focused on social and environmental conditions and community norms. Data on substance abuse, treatment, and prevention were collected over several years, and a subcommittee reviewed treatment gaps and needs. Media campaigns about underage drinking were created. Ms. Evans expressed her gratitude for the community's support for their efforts.

XCEL ENERGY COMMUNITY SOLAR ARRAY PROGRAM (SOLAR GARDENS)

Mr. Braaten introduced Paul Spencer with the Clean Energy Collective. Through a PowerPoint presentation, Mr. Spencer showed how this program seeks to promote community-sized renewable energy facilities owned in a cooperative fashion by customers of utilities. Advantages of the Collective include a 15% savings on premiums and aesthetics of the systems on community owned facilities.

IGA WITH GARFIELD COUNTY REGARDING AIRPORT WATER AND SEWER UTILITIES LOOP SYSTEM

Mr. Neu and Brian Condi, Garfield County Airport Manager, explained that 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. These items are included in the IGA for the Airport Water and Sewer Utilities Loop Upgrade System. County Commissioner Mike Samson was present for this discussion. Councilor Rice moved to approve the IGA and assess in-City water rates for County property; seconded by Councilor Thompson.

Roll Call: Yes – A. Lambert, Rice, Thompson, Winkler, Miller
No – Sanborn

IGA WITH GARFIELD COUNTY REGARDING THE AIRPORT RUNWAY IMPROVEMENTS ROAD AND UTILITY RELOCATION

Mr. Neu noted past discussions regarding 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 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. The City will also 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. Mr. Condi and Commissioner Samson answered questions from Council. Councilor Sanborn moved to approve the IGA; seconded by Councilor Lambert.

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

IGA WITH GARFIELD COUNTY REGARDING THE COMPOST FACILITY AT THE ENERGY INNOVATION CENTER

Mr. Hier noted that 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. The 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 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 approved the IGA at its meeting on Monday May 17th. Councilor Winkler moved to approve the IGA; seconded by Councilor Lambert.

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

PURCHASE WATER PLANT EQUIPMENT

Mr. Stevens noted that Reverse Osmosis (RO) equipment from a former Intel Plant in Colorado Springs is available for purchase. He and engineering consultants looked at the equipment during an on-site visit and concluded that it could be used in the future water plant. The equipment is valued at over \$1 million, and the City can purchase it for \$290,000. Councilor Lambert moved to approve the purchase of the Equipment in an amount not to exceed \$290,000; seconded by Councilor Rice.

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

Mayor Pro Tem Miller called for a recess at 9:20 p.m. The meeting resumed at 9:25 p.m.

PUBLIC HEARING: WATERSHED DISTRICT PERMIT NO. 3-10 (UNITED SCOTT GRAVEL PIT)

Mayor Pro Tem Miller opened the public hearing. This hearing was properly noticed. Present for the Applicant were Mike Russell, attorney, Greg Lewicki, consultant for the Applicant, and Pete Siegmund with United, all of whom were sworn in. 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 being considered now. The Applicant provided an extensive power point presentation detailing the Project and measures to mitigate the concerns staff has had over the years. Jeff Simonson referenced his review of the revised Application in a letter dated May 11, 2010. A draft permit was included in Council's packet for consideration. Councilor Winkler moved to approve the Permit; seconded by Councilor Thompson.

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

ADMINISTRATIVE REPORTS

Mr. Hier reported on: recent budget cuts; new trail extension; Cacaloco lease; PAC equipment; upcoming Strategic Planning session.

COMMENTS FROM MAYOR AND COUNCIL

KUDOS

Councilor Rice attended a fantastic choir and band concert at Rifle High School. He noted that the track team is headed for the State meet. Councilor Rice congratulated the students who will be graduating this weekend from high school.

NATURE AT THE SCOTT PIT SITE

Councilor Sanborn appreciates the fact that the trees at the site of the Scott Gravel Pit were allowed to remain, and, in fact, were needed for the health of the watershed. Mayor Pro Tem Miller is thankful the eagles relocated their nest.

Meeting adjourned at 10:50 p.m.

Wanda Nelson
City Clerk

Jay Miller
Mayor Pro Tem

RIFLE CITY COUNCIL MEETING

May 12, 2010

Rifle City Hall, 202 Railroad Avenue

The special meeting of the Rifle City Council was called to order at 7:21 p.m. by Mayor Pro Tem Jay Miller.

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

Councilor Lambert moved to excuse Mayor Keith Lambert from tonight's meeting; seconded by Councilor Thompson.

ROLL CALL: Yes – A. Lambert, Rice, Sanborn, Thompson, Winkler, Miller

OTHERS PRESENT: John Hier, City Manager; Wanda Nelson, City Clerk; Jim Neu, City Attorney; Daryl Meisner, Chief of Police.

ITEMS ON THE AGENDA

RESOLUTION 8-10: PERSONNEL MANUAL AMENDMENTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, AMENDING SECTIONS 2.9 AND 2.10 OF THE CITY'S PERSONNEL MANUAL REGARDING REDUCTION IN FORCE AND SEVERANCE PAY, SECTION 6.5 OF THE MANUAL REGARDING LEAVE UNDER THE FAMILY MEDICAL LEAVE ACT, AND SECTION 6.14 OF THE MANUAL REGARDING SCHOOL ACTIVITY LEAVE.

Mr. Hier stated that recent budget cuts have resulted in the need to reduce the City's personnel force. Mr. Neu explained that the City's Personnel Manual needed to be clarified regarding the procedures for Reductions in Force. Additionally, changes to the Federal Law mandated that the Personnel Manual be amended regarding Family Medical Leave and School Activity Leave. Councilor Rice moved to approve Resolution 8-10 as amended; seconded by Councilor Sanborn.

ROLL CALL: Yes – A. Lambert, Rice, Sanborn, Thompson, Winkler, Miller

EXECUTIVE SESSION: FOR DISCUSSION OF A PERSONNEL MATTER UNDER CRS SECTION 24-6-402(2)(f) AND NOT INVOLVING ANY SPECIFIC EMPLOYEES WHO HAVE REQUESTED DISCUSSION OF THE MATTER IN OPEN SESSION

Councilor Lambert moved to adjourn to Executive Session; seconded by Councilor Thompson (7:30 p.m.).

ROLL CALL: Yes – A. Lambert, Rice, Sanborn, Thompson, Winkler, Miller

Councilor Rice moved to adjourn from Executive Session; seconded by Councilor Lambert (9:03 p.m.)

Meeting adjourned at 9:03 p.m.

Wanda Nelson, City Clerk

Jay Miller, Mayor Pro Tem



Memo

To: John Hier, City Manager
From: Wanda Nelson, CMC, City Clerk (CW)
Date: Wednesday, May 26, 2010
Subject: Liquor License Renewal(s)

LIQUOR LICENSE RENEWALS HAVE BEEN RECEIVED FOR:

El Kora
160 East 26th Street

Type of License: Hotel & Restaurant

6 & 13 Quick Mart
101 Railroad Avenue

Type of License: 3.2% Off Premises

Red River Quick Mart
702 Taughenbaugh

Type of License: 3.2% Off Premises

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

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

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





Prepared Check Run 5/17/10

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	05/17/2010	46732	5991	Avalanche Excavation LLC	0716	1	100-204-000	.00	500.00
Total 46732:									500.00
05/10	05/17/2010	46733	4547	Corbin & Associates Inc	05062010	1	100-4210-400-5	.00	385.00
Total 46733:									385.00
05/10	05/17/2010	46734	5947	DENNIS' BACKFLOW LLC	5751	1	320-4325-400-4	.00	1,549.25
Total 46734:									1,549.25
05/10	05/17/2010	46735	5990	El Kora	05/17/10	1	001-004-178	.00	150.00
Total 46735:									150.00
05/10	05/17/2010	46736	1074	Garfield County Clerk	05/10/2010	1	100-4151-400-6	.00	6.00
Total 46736:									6.00
05/10	05/17/2010	46737	3015	Kroger/King Sooper Cust Charge	002285	1	100-4195-400-6	.00	19.83
Total 46737:									19.83
05/10	05/17/2010	46738	5989	PIFCO	0712	1	100-204-000	.00	500.00
Total 46738:									500.00
05/10	05/17/2010	46739	2830	QWEST BUSINESS SERVICES	1105868730	1	100-4114-400-5	.00	13.68
05/10	05/17/2010	46739	2830	QWEST BUSINESS SERVICES	1105868730	2	100-4121-400-5	.00	18.24
05/10	05/17/2010	46739	2830	QWEST BUSINESS SERVICES	1105868730	3	100-4132-400-5	.00	22.81
05/10	05/17/2010	46739	2830	QWEST BUSINESS SERVICES	1105868730	4	100-4151-400-5	.00	45.61
05/10	05/17/2010	46739	2830	QWEST BUSINESS SERVICES	1105868730	5	100-4191-400-5	.00	45.61
05/10	05/17/2010	46739	2830	QWEST BUSINESS SERVICES	1105868730	6	100-4199-400-5	.00	18.24
05/10	05/17/2010	46739	2830	QWEST BUSINESS SERVICES	1105868730	7	100-4240-400-5	.00	27.37
05/10	05/17/2010	46739	2830	QWEST BUSINESS SERVICES	1105868730	8	100-4317-400-5	.00	31.93
05/10	05/17/2010	46739	2830	QWEST BUSINESS SERVICES	1105868730	9	210-4512-400-5	.00	63.86
05/10	05/17/2010	46739	2830	QWEST BUSINESS SERVICES	1105868730	10	100-4215-400-5	.00	155.08
05/10	05/17/2010	46739	2830	QWEST BUSINESS SERVICES	1105868730	11	310-4331-400-5	.00	6.84
05/10	05/17/2010	46739	2830	QWEST BUSINESS SERVICES	1105868730	12	320-4325-400-5	.00	6.84
05/10	05/17/2010	46739	2830	QWEST BUSINESS SERVICES	1105868730	13	210-4521-400-5	.00	36.49
05/10	05/17/2010	46739	2830	QWEST BUSINESS SERVICES	1105868730	14	620-4192-400-5	.00	18.24
05/10	05/17/2010	46739	2830	QWEST BUSINESS SERVICES	1105868730	15	310-4331-400-5	.00	18.25
05/10	05/17/2010	46739	2830	QWEST BUSINESS SERVICES	1105868730	16	320-4325-400-5	.00	18.25
05/10	05/17/2010	46739	2830	QWEST BUSINESS SERVICES	1105868730	17	100-4310-400-5	.00	45.61
Total 46739:									592.95
05/10	05/17/2010	46740	5960	Leigh, Jannie	2000516.002	1	210-3000-347-0	.00	10.00
Total 46740:									10.00
05/10	05/17/2010	46741	2423	Rifle City Petty Cash Rmp	05/17/10	1	210-001-002	.00	100.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
Total 46741:								.00	100.00
05/10	05/17/2010	46742	2393	Usda Forest Service	04/19/10	1	210-4512-400-5	.00	110.00
Total 46742:								.00	110.00
05/10	05/17/2010	46743	5941	Baca, Benito and Maria	1175102	1	001-004-175	.00	211.66
Total 46743:								.00	211.66
05/10	05/17/2010	46744	5941	Desi, Peggy Ann & Frank	3340102	1	001-004-175	.00	65.00
Total 46744:								.00	65.00
05/10	05/17/2010	46745	2960	Walmart Community	004436	1	100-4194-400-6	.00	31.42
05/10	05/17/2010	46745	2960	Walmart Community	004436	2	100-4422-400-6	.00	19.20
05/10	05/17/2010	46745	2960	Walmart Community	006533	1	100-4199-400-6	.00	19.41
05/10	05/17/2010	46745	2960	Walmart Community	023134	1	100-4210-400-6	.00	10.62
05/10	05/17/2010	46745	2960	Walmart Community	026769	1	100-4210-400-6	.00	52.52
05/10	05/17/2010	46745	2960	Walmart Community	027512	1	320-4325-400-6	.00	105.88
05/10	05/17/2010	46745	2960	Walmart Community	029111	1	100-4194-400-6	.00	37.28
05/10	05/17/2010	46745	2960	Walmart Community	029731	1	100-4210-400-6	.00	26.56
Total 46745:								.00	302.89
J5/10	05/17/2010	46746	1120	Xcel Energy Inc	236995104	1	310-4331-400-4	.00	3,807.29
05/10	05/17/2010	46746	1120	Xcel Energy Inc	236995104	1	310-4331-400-4	.00	3,807.29- V
05/10	05/17/2010	46746	1120	Xcel Energy Inc	237478842	1	100-4310-400-4	.00	14.57
05/10	05/17/2010	46746	1120	Xcel Energy Inc	237478842	1	100-4310-400-4	.00	14.57- V
05/10	05/17/2010	46746	1120	Xcel Energy Inc	237478857	1	100-4310-400-4	.00	76.30
05/10	05/17/2010	46746	1120	Xcel Energy Inc	237478857	1	100-4310-400-4	.00	76.30- V
05/10	05/17/2010	46746	1120	Xcel Energy Inc	237478963	1	100-4310-400-4	.00	72.72
05/10	05/17/2010	46746	1120	Xcel Energy Inc	237478963	1	100-4310-400-4	.00	72.72- V
05/10	05/17/2010	46746	1120	Xcel Energy Inc	238343933	1	210-4523-400-7	.00	101.29
05/10	05/17/2010	46746	1120	Xcel Energy Inc	238343933	1	210-4523-400-7	.00	101.29- V
Total 46746:								.00	.00
05/10	05/17/2010	46747	1120	Xcel Energy Inc	236995104	1	310-4331-400-4	.00	3,807.29
05/10	05/17/2010	46747	1120	Xcel Energy Inc	237478842	1	100-4310-400-4	.00	14.57
05/10	05/17/2010	46747	1120	Xcel Energy Inc	237478857	1	100-4310-400-4	.00	76.30
05/10	05/17/2010	46747	1120	Xcel Energy Inc	237478963	1	100-4310-400-4	.00	72.72
Total 46747:								.00	3,970.88
05/10	05/17/2010	46748	3909	Mancinelli's	PO 34197	1	210-4512-400-5	.00	93.25
05/10	05/17/2010	46748	3909	Mancinelli's	PO 34343	1	100-4195-400-6	.00	85.75
Total 46748:								.00	179.00
Grand Totals:								.00	8,652.46

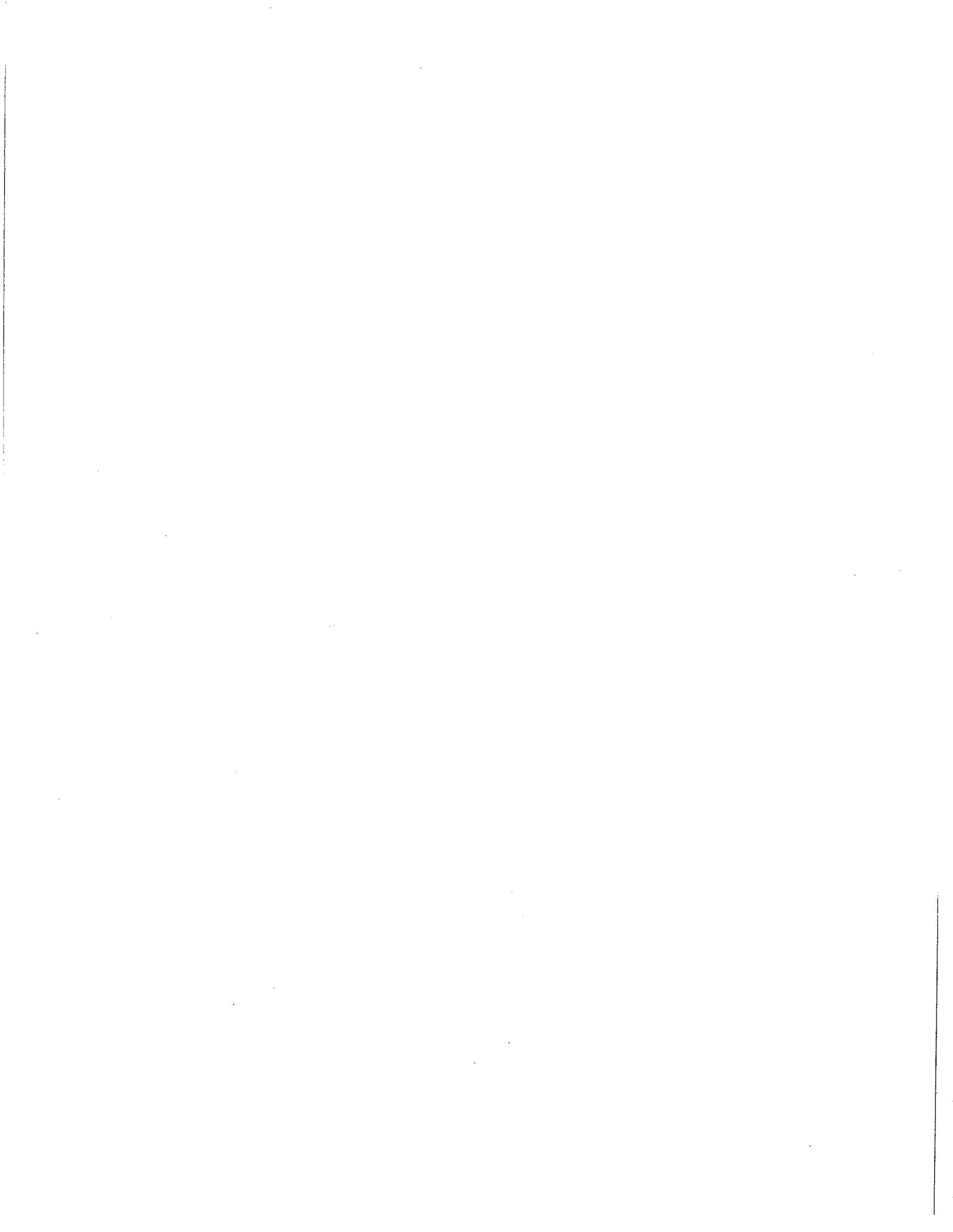
Dated: 5/18/10

Accounts Payable : _____

Finance Director : Chad Kelly

Report Criteria:

Report type: GL detail



Prepaid check Run 5/21/10

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	05/21/2010	46844	5673	CAMCA	05212010	1	100-4121-400-5	.00	40.00
Total 46844:								.00	40.00
05/10	05/21/2010	46845	4121	Cebt	05212010	1	100-202-007	.00	67,901.32
05/10	05/21/2010	46845	4121	Cebt	05212010	2	210-202-007	.00	11,141.71
05/10	05/21/2010	46845	4121	Cebt	05212010	3	310-202-007	.00	15,539.32
05/10	05/21/2010	46845	4121	Cebt	05212010	4	320-202-007	.00	3,640.27
05/10	05/21/2010	46845	4121	Cebt	05212010	5	330-202-007	.00	941.22
05/10	05/21/2010	46845	4121	Cebt	05212010	6	610-202-007	.00	1,479.79
05/10	05/21/2010	46845	4121	Cebt	05212010	7	620-202-007	.00	2,959.58
05/10	05/21/2010	46845	4121	Cebt	05212010	8	100-202-007	.00	4,427.57
Total 46845:								.00	108,030.78
05/10	05/21/2010	46846	5744	CORTEZ, DARWIN F	05142010	1	210-4512-400-5	.00	60.00
Total 46846:								.00	60.00
05/10	05/21/2010	46847	3955	Holy Cross Energy	500747602 5	1	100-4310-400-4	.00	8.71
05/10	05/21/2010	46847	3955	Holy Cross Energy	503137300 5	1	310-4331-400-4	.00	48.28
Total 46847:								.00	56.99
05/10	05/21/2010	46848	3015	Kroger/King Sooper Cust Charge	006782	1	100-4514-400-6	.00	92.72
05/10	05/21/2010	46848	3015	Kroger/King Sooper Cust Charge	007217	1	100-4514-400-6	.00	131.65
05/10	05/21/2010	46848	3015	Kroger/King Sooper Cust Charge	009009	1	100-4514-400-6	.00	64.81
05/10	05/21/2010	46848	3015	Kroger/King Sooper Cust Charge	059920	1	100-4514-400-6	.00	44.75
05/10	05/21/2010	46848	3015	Kroger/King Sooper Cust Charge	132007	1	100-4514-400-6	.00	4.94
05/10	05/21/2010	46848	3015	Kroger/King Sooper Cust Charge	161517	1	100-4210-400-6	.00	1.89
05/10	05/21/2010	46848	3015	Kroger/King Sooper Cust Charge	183162	1	100-4514-400-6	.00	212.04
05/10	05/21/2010	46848	3015	Kroger/King Sooper Cust Charge	184216	1	100-4210-400-6	.00	1.89
05/10	05/21/2010	46848	3015	Kroger/King Sooper Cust Charge	228539	1	100-4210-400-6	.00	228.17
05/10	05/21/2010	46848	3015	Kroger/King Sooper Cust Charge	230692	1	100-4514-400-6	.00	19.47
05/10	05/21/2010	46848	3015	Kroger/King Sooper Cust Charge	287955	1	100-4210-400-6	.00	9.98
Total 46848:								.00	812.31
05/10	05/21/2010	46849	4240	Platinum Plus/Bell	BELL 05/10	1	100-4199-400-6	.00	91.18
05/10	05/21/2010	46849	4240	Platinum Plus/Bell	BELL 5/10	1	100-4199-400-6	.00	49.97
Total 46849:								.00	141.15
05/10	05/21/2010	46850	4240	PLATINUM PLUS/briedes	BRIEDIS 5/1	1	210-4512-400-5	.00	31.00
05/10	05/21/2010	46850	4240	PLATINUM PLUS/briedes	BRIEDIS 5/1	2	210-4512-400-6	.00	168.07
Total 46850:								.00	199.07
05/10	05/21/2010	46851	4240	PLATINUM PLUS/BRONAUGH	BRONAUGH	1	100-4111-400-5	.00	152.28
05/10	05/21/2010	46851	4240	PLATINUM PLUS/BRONAUGH	BRONAUGH	2	204-4650-400-5	.00	85.55
05/10	05/21/2010	46851	4240	PLATINUM PLUS/BRONAUGH	BRONAUGH	3	100-4132-400-5	.00	47.03
05/10	05/21/2010	46851	4240	PLATINUM PLUS/BRONAUGH	BRONAUGH	4	100-4111-400-5	.00	81.65

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
Total 46851:								.00	366.51
05/10	05/21/2010	46852	4240	PLATINUM PLUS/EDGETON	EDGETON 0	1	210-4512-400-6	.00	52.84
Total 46852:								.00	52.84
05/10	05/21/2010	46853	4240	Platinum for Business/Hier	HIER 5/10	1	100-4132-400-5	.00	77.25
Total 46853:								.00	77.25
05/10	05/21/2010	46854	4240	PLATINUM PLUS/kelty	KELTY 5/10	1	100-4151-400-5	.00	231.82
05/10	05/21/2010	46854	4240	PLATINUM PLUS/kelty	KELTY 5/10	2	100-4151-400-5	.00	70.00
05/10	05/21/2010	46854	4240	PLATINUM PLUS/kelty	KELTY 5/10	3	100-4151-400-5	.00	25.00
Total 46854:								.00	326.82
05/10	05/21/2010	46855	4240	Platinum Plus/Kuper	KUPER 5/10	1	100-4210-400-5	.00	22.62
Total 46855:								.00	22.62
05/10	05/21/2010	46856	4240	PLATINUM PLUS/stevens	NELSON 5/1	1	100-4111-400-5	.00	102.99
05/10	05/21/2010	46856	4240	PLATINUM PLUS/stevens	NELSON 5/1	2	210-4512-400-3	.00	6.85
05/10	05/21/2010	46856	4240	PLATINUM PLUS/stevens	NELSON 5/1	3	620-4192-400-3	.00	6.85
05/10	05/21/2010	46856	4240	PLATINUM PLUS/stevens	NELSON 5/1	4	100-4194-400-6	.00	31.15
Total 46856:								.00	147.84
05/10	05/21/2010	46857	4240	PLATINUM PLUS/sturgeon	STURGEON	1	100-4191-400-5	.00	27.04
Total 46857:								.00	27.04
05/10	05/21/2010	46858	4240	PLATINUM PLUS/tyler	TYLER 5/10	1	100-4210-400-5	.00	50.68
Total 46858:								.00	50.68
05/10	05/21/2010	46859	4240	PLATINUM PLUS/VAN TEYLING	VAN TEYLIN	1	100-4210-400-6	.00	51.48
Total 46859:								.00	51.48
05/10	05/21/2010	46860	4240	Platinum Plus For Business	STEVENS 5/	1	310-4331-400-5	.00	203.50
05/10	05/21/2010	46860	4240	Platinum Plus For Business	STEVENS 5/	2	320-4325-400-5	.00	87.38
05/10	05/21/2010	46860	4240	Platinum Plus For Business	STEVENS 5/	3	320-4325-400-6	.00	52.75
05/10	05/21/2010	46860	4240	Platinum Plus For Business	STEVENS 5/	4	310-4331-400-5	.00	46.39
Total 46860:								.00	390.02
05/10	05/21/2010	46861	2830	Qwest	625-0004 5/1	1	320-4325-400-5	.00	5.13
05/10	05/21/2010	46861	2830	Qwest	625004 5/10	1	100-4114-400-5	.00	10.26
05/10	05/21/2010	46861	2830	Qwest	625004 5/10	2	100-4121-400-5	.00	13.68
05/10	05/21/2010	46861	2830	Qwest	625004 5/10	3	100-4132-400-5	.00	17.10
05/10	05/21/2010	46861	2830	Qwest	625004 5/10	4	100-4151-400-5	.00	34.20
05/10	05/21/2010	46861	2830	Qwest	625004 5/10	5	100-4191-400-5	.00	34.20
05/10	05/21/2010	46861	2830	Qwest	625004 5/10	6	100-4199-400-5	.00	13.68
05/10	05/21/2010	46861	2830	Qwest	625004 5/10	7	100-4240-400-5	.00	20.52
05/10	05/21/2010	46861	2830	Qwest	625004 5/10	8	100-4317-400-5	.00	23.94

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
05/10	05/21/2010	46861	2830	Qwest	625004 5/10	9	210-4512-400-5	.00	47.89
05/10	05/21/2010	46861	2830	Qwest	625004 5/10	10	100-4215-400-5	.00	116.29
05/10	05/21/2010	46861	2830	Qwest	625004 5/10	11	310-4331-400-5	.00	5.13
05/10	05/21/2010	46861	2830	Qwest	625004 5/10	13	210-4521-400-5	.00	27.36
05/10	05/21/2010	46861	2830	Qwest	625004 5/10	14	620-4192-400-5	.00	13.69
05/10	05/21/2010	46861	2830	Qwest	625004 5/10	15	310-4331-400-5	.00	13.69
05/10	05/21/2010	46861	2830	Qwest	625004 5/10	16	320-4325-400-5	.00	13.69
05/10	05/21/2010	46861	2830	Qwest	625004 5/10	17	100-4310-400-5	.00	34.20
05/10	05/21/2010	46861	2830	Qwest	625-0115 5/1	1	100-4210-400-5	.00	282.36
05/10	05/21/2010	46861	2830	Qwest	625-0163 5/1	1	320-4325-400-5	.00	282.36
05/10	05/21/2010	46861	2830	Qwest	625-0164 05/	1	100-4310-400-5	.00	282.36
05/10	05/21/2010	46861	2830	Qwest	625-0165 5/1	1	310-4331-400-5	.00	285.18
05/10	05/21/2010	46861	2830	Qwest	625-0166 5/1	1	210-4521-400-5	.00	282.36
05/10	05/21/2010	46861	2830	Qwest	625-0183 5/1	1	100-4210-400-5	.00	285.18
Total 46861:								.00	2,144.45
05/10	05/21/2010	46862	5994	Schouten, Roger	05182010	1	320-4325-400-6	.00	86.87
Total 46862:								.00	86.87
05/10	05/21/2010	46863	5211	STAPLES	007799	1	620-4192-400-6	.00	29.99
Total 46863:								.00	29.99
05/10	05/21/2010	46864	4967	Touch Tone Communications	9706252121	1	100 4114 400 5	.00	6.45
05/10	05/21/2010	46864	4967	Touch Tone Communications	9706252121	2	100 4121 400 5	.00	8.60
05/10	05/21/2010	46864	4967	Touch Tone Communications	9706252121	3	100 4132 400 5	.00	10.75
05/10	05/21/2010	46864	4967	Touch Tone Communications	9706252121	4	100 4151 400 5	.00	21.51
05/10	05/21/2010	46864	4967	Touch Tone Communications	9706252121	5	100 4191 400 5	.00	21.51
05/10	05/21/2010	46864	4967	Touch Tone Communications	9706252121	6	100 4199 400 5	.00	8.60
05/10	05/21/2010	46864	4967	Touch Tone Communications	9706252121	7	100 4240 400 5	.00	12.91
05/10	05/21/2010	46864	4967	Touch Tone Communications	9706252121	8	100 4317 400 5	.00	15.06
05/10	05/21/2010	46864	4967	Touch Tone Communications	9706252121	9	210 4512 400 5	.00	30.11
05/10	05/21/2010	46864	4967	Touch Tone Communications	9706252121	10	100 4215 400 5	.00	73.13
05/10	05/21/2010	46864	4967	Touch Tone Communications	9706252121	11	310 4331 400 5	.00	3.23
05/10	05/21/2010	46864	4967	Touch Tone Communications	9706252121	12	320 4325 400 5	.00	3.23
05/10	05/21/2010	46864	4967	Touch Tone Communications	9706252121	13	210 4521 400 5	.00	17.21
05/10	05/21/2010	46864	4967	Touch Tone Communications	9706252121	14	620 4192 400 5	.00	8.60
05/10	05/21/2010	46864	4967	Touch Tone Communications	9706252121	15	310 4331 400 5	.00	8.60
05/10	05/21/2010	46864	4967	Touch Tone Communications	9706252121	16	320 4325 400 5	.00	8.60
05/10	05/21/2010	46864	4967	Touch Tone Communications	9706252121	17	100 4310 400 5	.00	21.51
Total 46864:								.00	279.61
05/10	05/21/2010	46865	2960	Walmart Community	004322 5/10	1	100-4514-400-6	.00	25.68
05/10	05/21/2010	46865	2960	Walmart Community	009489	1	100-4210-400-6	.00	26.00
05/10	05/21/2010	46865	2960	Walmart Community	010882	1	100-4194-400-6	.00	12.00
05/10	05/21/2010	46865	2960	Walmart Community	011455	1	100-4210-400-6	.00	526.56
05/10	05/21/2010	46865	2960	Walmart Community	012459	1	100-4514-400-6	.00	11.96
05/10	05/21/2010	46865	2960	Walmart Community	013548	1	210-4512-400-6	.00	61.28
05/10	05/21/2010	46865	2960	Walmart Community	014049	1	210-4512-400-6	.00	5.15
05/10	05/21/2010	46865	2960	Walmart Community	015898	1	100-4215-400-6	.00	70.40
Total 46865:								.00	739.03

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
05/10	05/21/2010	46866	1120	Xcel Energy Inc	237461647	1	320-4325-400-4	.00	45.00
05/10	05/21/2010	46866	1120	Xcel Energy Inc	237463530	1	320-4325-400-4	.00	99.65
05/10	05/21/2010	46866	1120	Xcel Energy Inc	237612792	1	320-4325-400-4	.00	26.08
05/10	05/21/2010	46866	1120	Xcel Energy Inc	238541670	1	100-4310-400-4	.00	15,867.77
Total 46866:								.00	16,038.50
05/10	05/21/2010	46867	4240	PLATINUM PLUS/ BRAATEN	BRAATEN 5/	1	100-4132-400-5	.00	390.02
Total 46867:								.00	390.02
05/10	05/21/2010	46868	4240	FIA Card Services	TIMMER 5/1	1	100-4151-400-5	.00	331.81
Total 46868:								.00	331.81
Grand Totals:								.00	130,893.68

Dated: 5/24/10

Accounts Payable: _____

Finance Director: Chalo Kelly

Report Criteria:

Report type: GL detail

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						
	SI51705	engine oil	05/07/2010	5.44	.00	
	SI51827	blower	05/12/2010	239.95	.00	
	SI51959	safety equipment	05/18/2010	85.57	.00	
	SI51987	needle bearing	05/19/2010	16.50	.00	
	SI51988	chain, chainsaw	05/19/2010	94.59	.00	
	SI52005	trimmer line	05/20/2010	79.49	.00	
	SI52096	engine oil	05/24/2010	26.70	.00	
Total 1003:				548.24	.00	
1009						
B & B Plumbing, Inc						
	31483	ROTO DRAIN/SR CENTER	04/30/2010	298.75	.00	
Total 1009:				298.75	.00	
1010						
B & H Sports						
	AAA003074-A	BASEBALL & SOFTBALL PANTS	05/04/2010	37.55	.00	
	AAH025502-A	BASEBALL & SOFTBALL PANTS	05/04/2010	25.50	.00	
	AAH025503-A	BASEBALL & SOFTBALL PANTS	05/04/2010	12.75	.00	
	AAH025575-A	BASEBALL & SOFTBALL PANTS	05/04/2010	459.20	.00	
	AAH025579-A	t-ball	05/06/2010	47.90	.00	
Total 1010:				582.90	.00	
1018						
Valley Lumber						
	39630	deck screws	04/01/2010	3.99	.00	
	39685	eye bolt	04/02/2010	2.67	.00	
	39777	washer, bolt	04/06/2010	5.01	.00	
	39897	blade	04/08/2010	21.99	.00	
	39907	deck screws	04/08/2010	3.99	.00	
	39911	COncrete mix, paint	04/08/2010	37.95	.00	
	40277	primer & paint	04/16/2010	129.89	.00	
	40592	no trespassing sign	04/23/2010	3.46	.00	
	41192	light bulbs	05/07/2010	22.98	.00	
	41340	orange spray	05/11/2010	27.96	.00	
	41526	battery	05/17/2010	9.99	.00	
	41745	COncrete mix	05/21/2010	14.97	.00	
Total 1018:				284.85	.00	
1022						
Central Distributing Co						
	830423	CLEANING PRODUCTS/wwtp	04/14/2010	67.35	.00	
	832304	CLEANER/sr center	05/05/2010	229.53	.00	
	832365	ant bait	05/04/2010	119.66	.00	
	832502	CLEANING PRODUCTS/CITY HA	05/05/2010	56.75	.00	
	833026	supplies	05/12/2010	184.56	.00	
	833029	CLEANING PRODUCTS/justice	05/12/2010	41.33	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	833031	latex gloves	05/12/2010	375.76	.00	
	833032	CLEANING PRODUCTS/park mai	05/12/2010	146.39	.00	
	833033	CLEANING PRODUCTS/park mai	05/12/2010	185.08	.00	
Total 1022:				1,406.41	.00	
1055						
Columbine Ford, Inc						
	99752	SEAL ASSY	05/12/2010	9.87	.00	
	99819	SUPPORT	05/17/2010	85.47	.00	
	99859	oil	05/18/2010	33.24	.00	
Total 1055:				128.58	.00	
1076						
Garfield County Landfill						
	20101-000001	Landfill	04/30/2010	14,534.50	.00	
Total 1076:				14,534.50	.00	
1078						
Garfield County Sheriff						
	30904	SUBPOENA	04/11/2010	19.50	.00	
Total 1078:				19.50	.00	
1083						
Youth Zone						
	022810	ASSES & RECOMM/EDMOND/C	02/28/2010	500.00	.00	
	17004	ASSES & RECOMM/EDMOND/C	04/30/2010	500.00	.00	
Total 1083:				1,000.00	.00	
1100						
Karp, Neu, Hanlon P.c.						
	04302010	LEGAL FEES/non planning	04/30/2010	10,633.62	.00	
	04302010	LEGAL FEES/planning	04/30/2010	568.22	.00	
	04302010	LEGAL FEES/water & water rights	04/30/2010	2,661.00	.00	
	04302010	LEGAL FEES/garfield county	04/30/2010	162.00	.00	
	04302010	LEGAL FEES/CREEKSIDE	04/30/2010	172.00	.00	
	04302010	LEGAL FEES/pioneer mesa	04/30/2010	86.00	.00	
	04302010	LEGAL FEES/white River	04/30/2010	466.50	.00	
	04302010	LEGAL FEES/TRAPPERS ANNE	04/30/2010	276.50	.00	
	04302010	LEGAL FEES/QUEENS CROWN	04/30/2010	451.50	.00	
	04302010	LEGAL FEES/sewer fund	04/30/2010	608.00	.00	
	04302010	LEGAL FEES/williams	04/30/2010	322.50	.00	
	04302010	LEGAL FEES/Encana	04/30/2010	43.00	.00	
	04302010	LEGAL FEES/United	04/30/2010	353.02	.00	
	04302010	LEGAL FEES/Beaver Creek Gas	04/30/2010	795.50	.00	
	04302010	LEGAL FEES/BILL BARRETT CO	04/30/2010	43.00	.00	
	04302010	LEGAL FEES/airport	04/30/2010	722.00	.00	
	04302010	LEGAL FEES/Runway expansion	04/30/2010	152.00	.00	
	04302010	LEGAL FEES/umptra	04/30/2010	969.00	.00	
	04302010	LEGAL FEES/PARKS & REC	04/30/2010	345.22	.00	
Total 1100:				19,830.58	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1105						
Meadow Gold Dairies						
	50203242	DAIRY PRODUCTS/SENIOR CT	05/06/2010	53.14	.00	
	50203316	DAIRY PRODUCTS/SENIOR CT	05/13/2010	69.21	.00	
Total 1105:				122.35	.00	
1106						
Micro Plastics Inc						
	80942	VINYL lettering	05/03/2010	35.00	.00	
Total 1106:				35.00	.00	
1108						
Mountain Clear Bottled Water						
	6884 4/10	BOTTLED WATER/CITY HALL	04/30/2010	179.85	.00	
	6885 4/10	BOTTLED WATER/PARKS	04/30/2010	8.50	.00	
	6886 4/10	BOTTLED WATER/WW	04/30/2010	43.00	.00	
Total 1108:				231.35	.00	
1110						
Napa Auto Parts						
	097785	grease gun	05/05/2010	46.76	.00	
	098158	air filter	05/07/2010	8.88	.00	
	098175	dip brush	05/07/2010	27.46	.00	
	098821	paint	05/11/2010	5.59	.00	
	098836	paint	05/11/2010	15.99	.00	
	098902	paint	05/11/2010	5.33	.00	
	098966	oil cap	05/11/2010	10.99	.00	
	098998	return paint	05/11/2010	10.66	.00	
	099431	air filter	05/14/2010	10.69	.00	
	099541	pump	05/14/2010	62.88	.00	
	100191	hose	05/18/2010	100.86	.00	
	100783	tool assortment	05/21/2010	49.54	.00	
	100940	cable tie cannister	05/21/2010	37.09	.00	
	100946	grease fitting	05/21/2010	3.99	.00	
Total 1110:				375.39	.00	
1111						
Neve's Uniforms, Inc						
	NE3457	UNIFORM /PD	05/10/2010	108.89	.00	
Total 1111:				108.89	.00	
1118						
Parts House						
	5613-108	water pump	05/06/2010	59.99	.00	
	5613-110	return water pump	05/06/2010	59.99	.00	
	5613-181	brake pad, shocks	05/10/2010	189.77	.00	
	5613-203	rear pads	05/10/2010	99.99	.00	
	5613-268	filter	05/12/2010	21.68	.00	
	5613-316	fuse	05/13/2010	12.20	.00	
	5613-318	return brake pad	05/13/2010	65.99	.00	
	5613-389	wiper blades	05/17/2010	71.92	.00	
	5613-391	filters	05/17/2010	21.68	.00	
	5613-78	water pump	05/05/2010	59.99	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	S439216	oil	04/23/2010	133.92	.00	
Total 1118:				545.16	.00	
1132						
Rifle Lock & Safe						
	29861	KEYS	05/16/2010	18.50	.00	
	29874	KEYS	05/24/2010	20.00	.00	
Total 1132:				38.50	.00	
1138						
Schmueser/Gordon/Meyer, Inc						
	145/001	PHASE 001	04/27/2010	65.00	.00	
	145/179	PHASE 179	04/27/2010	1,062.50	.00	
	145/287	PHASE 287	04/27/2010	465.00	.00	
	145/299	PHASE 299	04/27/2010	3,920.18	.00	
	145/387A	PHASE 387a	04/27/2010	650.00	.00	
	145/417	PHASE 417/po # 75	04/27/2010	3,898.10	.00	
	145/454	PHASE 454/2010 DRINKING WA	04/27/2010	390.00	.00	
	99055G-29	PO #56 /WWTF CONSTRUCTION	04/29/2010	16,497.75	.00	
	99055K-3	WWTP OPERATOR ASSISTANC	04/27/2010	1,950.00	.00	
	99055L-1	Uni-Directional Flushing Prog Des	02/23/2010	3,352.50	.00	
Total 1138:				32,251.03	.00	
1143						
Swallow Oil Company						
	05/14/10	DIESEL /FLEET	05/14/2010	4,942.11	.00	
Total 1143:				4,942.11	.00	
1180						
Forensic Science/Joseph Snyder						
	05062010	BAC ALCOHOL ANALYSIS	05/06/2010	150.00	.00	
Total 1180:				150.00	.00	
1188						
Jean's Printing						
	101725	UTILITY BILL FLYER	05/20/2010	126.37	.00	
	101725	UTILITY BILL FLYER	05/20/2010	126.36	.00	
Total 1188:				252.73	.00	
1191						
Lewan & Associates, Inc						
	684367	COPY CHARGES	05/03/2001	23.92	.00	
Total 1191:				23.92	.00	
1252						
Elmer Glass Company/rifle Inc						
	1011615	replace glass	05/19/2010	17.87	.00	
Total 1252:				17.87	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1256						
Resource Engineering, Inc						
	7699	cummulative impact assessment	03/31/2010	1,761.50	.00	
	7814	airport augmentation plan	04/30/2010	1,750.00	.00	
	8165	cummulative impact assessment	04/30/2010	15,443.95	.00	
	8166	ANTERO RESOURCES WATERS	04/30/2010	67.50	.00	
	8167	laramie Energy watershed	04/30/2010	101.25	.00	
	8168	black diamonds minerals watersh	04/30/2010	101.25	.00	
	8169	Bbc watershed permit	04/30/2010	438.75	.00	
	8170	valerus	04/30/2010	148.00	.00	
	8171	williams production	04/30/2010	101.25	.00	
	8172	ANnual ste water accounting	04/30/2010	1,030.75	.00	
Total 1256:				20,944.20	.00	
1258						
Hach Company						
	6711217	accorn temp and probe	04/29/2010	329.00	.00	
	6717171	filter plate	05/04/2010	149.51	.00	
	6719266	bottle	05/05/2010	101.35	.00	
Total 1258:				579.86	.00	
1289						
Galls Incorporated						
	510592791	TEST	05/11/2010	60.88	.00	
Total 1289:				60.88	.00	
1339						
Grand Junction Pipe & Supply						
	C2316028	CURB BOX LID	04/28/2010	72.00	.00	
	C2316030	CB PRO JET	04/28/2010	665.02	.00	
	C2316331	sprinkler parts	05/04/2010	1,126.44	.00	
	C2316587	RATHCHET WRENCH	05/06/2010	46.98	.00	
	C2316792	PIPE AND PIPE FITTINGS	05/07/2010	158.50	.00	
	C2316799	valve box	05/07/2010	285.40	.00	
	C2317598	gate valve	05/14/2010	181.76	.00	
	C2317757	rock enclosure	05/17/2010	848.15	.00	
Total 1339:				3,384.25	.00	
1381						
Zee Medical, Inc						
	0011531274	FIRST AID SUPPLIES	05/18/2010	97.55	.00	
Total 1381:				97.55	.00	
1407						
Usa Blue Book						
	150174	lab supplies	05/13/2010	442.99	.00	
Total 1407:				442.99	.00	
1458						
QA Balance Services Inc						
	6163	incubator	05/19/2010	384.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1458:				384.00	.00	
1505						
Markertek Video Supply						
	893693	male to female microphone	05/04/2010	72.89	.00	
Total 1505:				72.89	.00	
1649						
Ikon Office Solutions						
	82074912	IMAGERUNNER LEASE	05/05/2010	1,138.14	.00	
Total 1649:				1,138.14	.00	
1768						
Faris Machinery Company						
	G19698	SENSOR	05/04/2010	28.12	.00	
Total 1768:				28.12	.00	
1806						
CDMS INC						
	8122	DSL ACCESS - Cemetery	05/01/2010	17.95	.00	
	8122	DSL ACCESS - Pool	05/01/2010	17.95	.00	
Total 1806:				35.90	.00	
1830						
Grand Valley Foods						
	107285	FOOD PRODUCT/SR CENTER	05/04/2010	295.83	.00	
	107372	FOOD PRODUCT/SR CENTER	05/07/2010	453.38	.00	
	107463	FOOD PRODUCT/SR CENTER	05/11/2010	37.77	.00	
	107497	FOOD PRODUCT/SR CENTER	05/14/2010	873.14	.00	
Total 1830:				1,660.12	.00	
1833						
P & K's Auto Body						
	7725	IMPOUND FEE	04/23/2010	50.00	.00	
Total 1833:				50.00	.00	
1990						
Bookcliff Survey Services, Inc						
	6943	Construction staking of Centennial	04/30/2010	3,067.50	.00	
Total 1990:				3,067.50	.00	
2149						
Dell Marketing L.p.						
	XDRWF2956	NOTEBOOK	05/04/2010	1,698.09	.00	
Total 2149:				1,698.09	.00	
2169						
Information Systems Consulting						
	0051289-IN	CALL HANDLER issues	04/23/2010	92.50	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 2169:				92.50	.00	
2181						
Nalco Chemical Company						
	95179309	ULTRION	04/30/2010	2,125.34	.00	
	95183864	mixer drum	05/04/2010	623.80	.00	
	95184435	core shell	04/28/2010	1,671.72	.00	
	95202076	core shell	05/13/2010	3,216.40	.00	
Total 2181:				7,637.26	.00	
2192						
Sports Turf Managers Assc						
	2010 MEMBER	STMA-1959/08 MEMBERSHIP/W	03/10/2010	145.00	.00	
	STMA-13402	Member # STMA-13402/Bill Tabor	02/15/2010	110.00	.00	
Total 2192:				255.00	.00	
2208						
Amerigas						
	0613-267005A	tank rent/rmp	05/12/2010	65.00	.00	
	0613-267006A	PROPANE/WATER	05/12/2010	35.00	.00	
	0613-267007A	PROPANE/CE	05/12/2010	35.00	.00	
Total 2208:				135.00	.00	
2340						
Nfhs-nati Fed St Hi Sch Assns						
	119568	rule books	05/27/2010	134.15	.00	
Total 2340:				134.15	.00	
2491						
Western Colorado Truck Center						
	97921A	FILTERs	05/07/2010	240.22	.00	
Total 2491:				240.22	.00	
2540						
Walker Electric						
	3381	lamps for O&M BUILDING	02/23/2010	528.16	.00	
Total 2540:				528.16	.00	
2543						
Airgas Intermountain, Inc						
	104378521	welding wire	04/30/2010	325.18	.00	
	104384114	welding bottles	04/30/2010	49.98	.00	
	104397741	welding supplies	05/07/2010	69.64	.00	
Total 2543:				444.80	.00	
2573						
Mountain West Office Products						
	243040I	pushpins	04/30/2010	4.39	.00	
	243041I	pouch	04/30/2010	22.85	.00	
	243054I	crtgd	04/30/2010	16.50	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	243096i	crt dg	05/04/2010	31.89	.00	
	243165i	ltr	05/04/2010	34.42	.00	
	243322i	surge	05/06/2010	21.23	.00	
	243324i	tab	05/06/2010	112.70	.00	
	243325i	stamp	05/06/2001	9.88	.00	
	243326i	folder	05/06/2010	146.52	.00	
	243468i	bus card, label	05/11/2010	92.41	.00	
	243610i	bus cards	05/13/2010	14.64	.00	
	243641i	dvd+r	05/13/2010	37.42	.00	
	2436639i	dvd+r	05/13/2010	22.27	.00	
Total 2573:				567.12	.00	
2734						
Justice Systems, Inc						
	1000101-IN	FULL COURT SOFTWARE MAIN	05/05/2010	1,790.00	.00	
Total 2734:				1,790.00	.00	
2776						
Boyle Equipment Company, Inc						
	210471	inlet tube weldment	05/07/2010	819.98	.00	
Total 2776:				819.98	.00	
2846						
Colo Mtn News Media						
	5063181	La Hacienda Liq lic hearing	05/20/2001	14.17	.00	
Total 2846:				14.17	.00	
2940						
Face-n-space Silkscreening						
	3366	umpire shirts	05/19/2010	841.76	.00	
Total 2940:				841.76	.00	
2960						
Walmart Community						
	004322 5/10	FOOD/SENIOR CENTER	05/04/2010	25.68	25.68	05/21/2010
	009489	32in1 cr/wr	05/09/2010	26.00	26.00	05/21/2010
	010882	coffee	05/10/2010	12.00	12.00	05/21/2010
	011455	bike rodeo	05/11/2010	526.56	526.56	05/21/2010
	012459	refill	05/12/2010	11.96	11.96	05/21/2010
	013548	table	05/13/2010	61.28	61.28	05/21/2010
	014049	cable ties	05/14/2010	5.15	5.15	05/21/2010
	015898	2g mem card	05/15/2010	70.40	70.40	05/21/2010
Total 2960:				739.03	739.03	
3015						
Kroger/King Sooper Cust Charge						
	006782	FOOD /SR CENTER	05/10/2010	92.72	92.72	05/21/2010
	007217	FOOD /SR CENTER	05/03/2010	131.65	131.65	05/21/2010
	009009	FOOD /SR CENTER	05/17/2010	64.81	64.81	05/21/2010
	059920	FOOD /SR CENTER	05/11/2010	44.75	44.75	05/21/2010
	132007	FOOD /SR CENTER	05/12/2010	4.94	4.94	05/21/2010
	161517	roll call	05/20/2010	1.89	1.89	05/21/2010

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	183162	FOOD /SR CENTER	05/06/2010	212.04	212.04	05/21/2010
	184216	ice	05/13/2010	1.89	1.89	05/21/2010
	228539	bike rodeo snacks	05/14/2010	228.17	228.17	05/21/2010
	230692	FOOD /SR CENTER	05/14/2010	19.47	19.47	05/21/2010
	287955	bike rodeo donuts	05/15/2010	9.98	9.98	05/21/2010
Total 3015:				812.31	812.31	
3083						
ALSCO						
	LGRA846797	LAUNDRY/senior center	05/04/2010	44.31	.00	
	LGRA849601	LAUNDRY/senior center	05/11/2010	45.82	.00	
	LGRA852454	work shirts and pants	05/18/2010	22.55	.00	
Total 3083:				112.68	.00	
3091						
Newman Signs Inc						
	TI-0221026	SIGNS/STREETS	05/05/2010	120.71	.00	
Total 3091:				120.71	.00	
3135						
United Rental, Inc.						
	87353273-001	bit, core 4"	05/04/2010	321.48	.00	
	87559429-001	bit, core 6"	05/12/2010	265.08	.00	
Total 3135:				586.56	.00	
3156						
Superwash Of Rifle						
	2025 5/10	CAR WASH	05/04/2010	74.08	.00	
	2030 05/10	CAR WASH	05/04/2010	9.61	.00	
Total 3156:				83.69	.00	
3178						
Hanson Equipment,inc						
	632771	slot nozzle	02/16/2010	76.30	.00	
Total 3178:				76.30	.00	
3251						
Mountain Communications And EI						
	203532	GRASS MESA RENTAL	05/01/2010	250.00	.00	
Total 3251:				250.00	.00	
3326						
Hunting Shack Inc. The						
	42929	AMMunition	05/04/2010	1,384.60	.00	
Total 3326:				1,384.60	.00	
3389						
Sandy's Office Supply Inc						
	858809	work table and chairs	05/04/2010	2,063.22	.00	
	860110	office supplies/wwtp	05/12/2010	213.57	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	860537	portfolio	05/17/2010	57.50	.00	
	860549	stapler	05/17/2010	26.28	.00	
	860577	clipboard	05/17/2010	50.97	.00	
	861136	clipboard	05/20/2010	40.47	.00	
Total 3389:				2,452.01	.00	
3446						
Staples Business Advantage						
	8015318603	OFFICE SUPPLIES	04/24/2010	271.56	.00	
Total 3446:				271.56	.00	
3683						
Mid-American Research Chemical						
	0414919-IN	gloves	04/23/2010	281.42	.00	
Total 3683:				281.42	.00	
3692						
Miox Corporation						
	57380	clamp assembly	05/10/2010	329.23	.00	
Total 3692:				329.23	.00	
3723						
Flint Trading Inc						
	117392	LINES/SIGNS/STREETS	05/06/2010	932.72	.00	
Total 3723:				932.72	.00	
3755						
Wagner Equipment Co						
	POOC1409186	LEver	05/06/2010	79.14	.00	
Total 3755:				79.14	.00	
3771						
Waste Management Inc						
	0558865-1185-	RMP DUMPSTER SERVICES/R	05/01/2010	43.86	.00	
	0561814-1185-	Recycling Service	05/01/2010	1,563.67	.00	
	0913383-0576-	Recycling Service	05/01/2010	1,961.03	.00	
	0913384-0576-	Recycling Service	05/01/2010	1,910.83	.00	
	0913385-0576-	Recycling Service	05/01/2010	499.68	.00	
Total 3771:				5,979.07	.00	
3847						
Drive Train Industries Inc						
	04 523892	FILTER	05/11/2010	108.67	.00	
Total 3847:				108.67	.00	
3955						
Holy Cross Energy						
	500747602 5/1	Baron Lane St Lights	05/07/2010	8.71	8.71	05/21/2010
	503137300 5/1	BEAVER CREEK HEADGATE	05/07/2010	48.28	48.28	05/21/2010

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3955:				56.99	56.99	
3972						
Hier, John	05262010	Contract - Mileage allowance	05/26/2010	200.00	.00	
Total 3972:				200.00	.00	
4098						
Heuton Tire Co	77641	TIRES/FLEET	05/14/2010	462.00	.00	
Total 4098:				462.00	.00	
4141						
True Brew Coffee Service	126819	COFFEE SUPPLIES/CITY HALL	05/06/2010	32.14	.00	
	127057	COFFEE SUPPLIES/CITY HALL	05/20/2010	83.83	.00	
Total 4141:				115.97	.00	
4240						
Platinum Plus For Business	BRAATEN 5/10	press conf, maniton mtg	05/11/2010	390.02	390.02	05/21/2010
	TIMMER 5/10	travel for Caselle	05/11/2010	331.81	331.81	05/21/2010
Total 4240:				721.83	721.83	
4321						
Barnes Distribution	1975934001	kar tite	05/06/2010	88.44	.00	
Total 4321:				88.44	.00	
4345						
Helen Artist-Rogers/HR Design	05262010	DDA MANAGEMENT	05/26/2010	1,985.00	.00	
Total 4345:				1,985.00	.00	
4373						
Rifle Electric Inc	1781	action park lights	05/11/2010	205.00	.00	
Total 4373:				205.00	.00	
4406						
Rifle Creek Stone Inc	23594	CHIP 3/8"	05/05/2010	160.88	.00	
	23677	CHIP 3/8"	05/12/2010	182.13	.00	
Total 4406:				343.01	.00	
4459						
Ground Engineering Consultants	106509.01-2	Material Testing Rifle Creek Trail -	04/21/2010	1,275.00	.00	
	106509.0-3	Material Testing Rifle Creek Trail -	05/21/2010	807.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4459:				2,082.00	.00	
4507						
Neopost Inc						
	5660 05/10	postage	05/02/2010	100.00	.00	
Total 4507:				100.00	.00	
4522						
Lifeguard Store Inc The						
	INV009195	valve maks	05/07/2010	74.50	.00	
Total 4522:				74.50	.00	
4590						
Colorado Poolscapes Inc						
	61080	POOL CHEMICALS	05/19/2010	1,842.51	.00	
Total 4590:				1,842.51	.00	
4630						
Kirkman, Ula						
	44	PERFORMANCE/SR CENTER	05/07/2010	75.00	.00	
	45	PERFORMANCE/SR CENTER	05/18/2010	75.00	.00	
Total 4630:				150.00	.00	
4728						
Garfield County Public Health						
	4110	HEP A HEP B SHOTS	05/13/2010	65.00	.00	
	916	HEP A HEP B SHOTS	05/13/2010	35.00	.00	
Total 4728:				100.00	.00	
4734						
Vandewalle & Associates, Inc.						
	201004057	PO 250 / ZONING CODE UPDAT	04/30/2010	7,500.00	.00	
	201004058	PO 250 / ZONING CODE UPDAT	04/30/2010	5,750.00	.00	
Total 4734:				13,250.00	.00	
4753						
Rifle Truck & Trailer						
	2498	carry-on cargo	05/20/2010	2,275.00	.00	
	2500	2" ball	05/20/2010	42.80	.00	
Total 4753:				2,317.80	.00	
4811						
United Site Services Inc						
	103-29588	PORTABLE RESTROOM/ deerfiel	05/07/2010	520.00	.00	
	103-29740	PORTABLE RESTROOM/ metro	05/10/2010	130.00	.00	
	103-29741	PORTABLE RESTROOM/ PARK	05/10/2001	130.00	.00	
Total 4811:				780.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4839						
Apeiron Utility Construction						
	3310	9th Street signal	05/13/2010	620.00	.00	
Total 4839:				620.00	.00	
4920						
Bell Supply Co						
	PSI207299	hose tank truck suction	03/29/2010	41.24	.00	
	PSI213703	bushing, nipple	04/20/2010	57.77	.00	
Total 4920:				99.01	.00	
4926						
Ge Capital						
	53912685	KIP PRINTER	05/09/2010	391.49	.00	
Total 4926:				391.49	.00	
4964						
Western Petroleum Co						
	09421	HYDRAULIC OIL	04/27/2010	477.35	.00	
	Q9037	HYDRAULIC OIL	04/30/2001	79.70	.00	
Total 4964:				557.05	.00	
4966						
Graphic Edge						
	449249	Team uniforms/rec	05/04/2010	85.45	.00	
	449263	Team uniforms/rec	05/11/2010	75.97	.00	
	450897	Team uniforms/rec	05/12/2010	254.46	.00	
	450902	Team uniforms/rec	05/12/2010	313.01	.00	
Total 4966:				728.89	.00	
5078						
BSN SPORTS COLLEGIATE PACIFIC						
	93528080	PORTABLE PITCHING MOUND	05/10/2010	2,925.00	.00	
Total 5078:				2,925.00	.00	
5093						
Wolverine Publishing						
	10112	RMP & WESTERN CO ROCK CL	04/20/2010	174.00	.00	
Total 5093:				174.00	.00	
5157						
CREATIVE AUTO RECYCLERS & PART						
	16677	FRIDGE EVACUATION	05/12/2010	60.00	.00	
Total 5157:				60.00	.00	
5181						
FRED'S HARDWARE						
	20305 4/10	SUPPLIEs / sr center	04/30/2010	52.98	.00	
	20306 4/10	SUPPLIES	04/30/2010	1,019.44	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5181:				1,072.42	.00	
5192						
PECZUH PRINTING COMPANY						
	160947	BUSINESS CARDS	05/17/2010	34.00	.00	
	160947	BUSINESS CARDS	05/17/2010	68.00	.00	
	160947	BUSINESS CARDS	05/17/2010	272.00	.00	
	160947	BUSINESS CARDS	05/17/2010	68.00	.00	
	160947	BUSINESS CARDS	05/17/2010	68.00	.00	
	160947	BUSINESS CARDS	05/17/2010	68.00	.00	
	160947	BUSINESS CARDS	05/17/2010	51.00	.00	
	160947	BUSINESS CARDS	05/17/2010	51.00	.00	
Total 5192:				680.00	.00	
5210						
GOLF ENVIRO SYSTEMS, INC.						
	44002	Bulk Fertilizer - Parks	05/06/2010	849.57	.00	
	44045	FERTILIZER FOR PARKS	05/06/2010	4,309.30	.00	
Total 5210:				5,158.87	.00	
5211						
STAPLES						
	007799	monitor cord	05/07/2010	29.99	29.99	05/21/2010
Total 5211:				29.99	29.99	
5253						
FASTENAL						
	CORIF31201	HCS 5/8	04/06/2010	23.51	.00	
	CORIF31732	EZSTOP	04/28/2010	175.54	.00	
	CORIF32160	towing strap	05/14/2010	96.02	.00	
Total 5253:				295.07	.00	
5368						
Mountain Restroom, Inc.						
	9395	portable restrooms wtp/remainder	04/17/2010	373.21	.00	
Total 5368:				373.21	.00	
5473						
McAfee						
	INV389310	FAIL SAFE DISASTER RECOVER	05/01/2010	132.00	.00	
Total 5473:				132.00	.00	
5503						
JAY-MAX SALES						
	187393	cleaning supplies	04/22/2010	368.61	.00	
Total 5503:				368.61	.00	
5571						
QUEVEDO, JENNIE						
	100 5/10	Court Interpreter	05/20/2010	568.85	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 5571:				568.85	.00	
5670						
Thon, Bob						
	05/13/10	Piano Playing/Sr Cntr	05/13/2010	40.00	.00	
Total 5670:				40.00	.00	
5708						
Teledyne Isco						
	924309	pump	05/05/2010	189.00	.00	
Total 5708:				189.00	.00	
5729						
CAMPUS TEAM WEAR						
	P01900680001	uniforms	03/31/2010	500.00	.00	
	P01903570001	uniforms	04/07/2010	13.95	.00	
Total 5729:				513.95	.00	
5744						
CORTEZ, DARWIN F						
	05142010	REFEREE	05/14/2010	60.00	60.00	05/21/2010
Total 5744:				60.00	60.00	
5752						
Accutest Mountain States						
	D4-8521	WATER QUALITY	05/05/2010	210.00	.00	
Total 5752:				210.00	.00	
5768						
HP Geotech						
	0110045	Centennial Park Material Testi	04/30/2010	1,445.50	.00	
Total 5768:				1,445.50	.00	
5796						
Norit Americas Inc.						
	507533	LEASE OF DOSING EQUIPMEN	05/07/2010	3,175.00	.00	
Total 5796:				3,175.00	.00	
5894						
TRANS-TECH ENERGY AND ENV						
	2100113-1 B	silicone wipes	01/13/2010	200.00	.00	
Total 5894:				200.00	.00	
5935						
V RAMSEY HVAC, INC.						
	05182010	REPLACE SWAMP COOLER AT	05/18/2010	1,004.00	.00	
Total 5935:				1,004.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5984						
JIM DIBLE OIL CO						
	Q5090	case	05/11/2010	275.60	.00	
Total 5984:				275.60	.00	
5994						
Schouten, Roger						
	05182010	Steel toed boots	05/18/2010	86.87	86.87	05/21/2010
Total 5994:				86.87	86.87	
5995						
GARFIELD & HECT, P.C.						
	70649	PARALEGAL	04/30/2010	4,791.66	.00	
Total 5995:				4,791.66	.00	
5996						
Dennis M Walters, PC						
	10000	court appointed attorney	05/19/2010	126.75	.00	
Total 5996:				126.75	.00	
5997						
Omega Service and Supply						
	978	Reverse Osmosis Equipment	05/25/2010	290,000.00	.00	
Total 5997:				290,000.00	.00	
Grand Totals:				480,700.76	2,507.02	

Dated: 5/26/10City Treasurer: Chas Kelly

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

May 26, 2010

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

Re: June 2, 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 June 2, 2010 Rifle City Council Meeting.

1. Contract to Purchase Clough Gravel Pit Property. As we have discussed with you in the past, the City has been pursuing the purchase of approximately 36 acres along Hwy 6 & 24 owned by Genevieve Clough to construct a future water treatment facility. This property is referred to as the Clough Gravel Pit Property. The City had the Clough Gravel Pit Property appraised late last year and it was valued at \$280,000. The Clough Family has been very open to various purchase arrangements to help the City acquire the Property, but staff came to the conclusion that it makes the most sense to purchase the Property outright at this time. Enclosed is a standard form real estate contract with a closing date of June 15, 2010. The Purchase Price has been reduced from the appraised value of \$280,000 to \$213,270 in the Real Estate Contract pursuant to two associated matters discussed below relating to properties owned by Clough family members. All three agreements have been negotiated together and are a package deal. The Clough Family has already reviewed and approved all of the agreements.

A. McKenzie Out-of-City Water Upgrade Request. The City provides out-of-City water service to the Clough Family's Homestead now owned by Ryan McKenzie (the "McKenzie Property") at the City's standard out-of-City rates which are double in-City rates. This water service has been provided for decades with no written agreement and has served a single family residence, certain outbuildings, and stock watering. The City is obligated to continue water service as it has historically been provided. Mr. McKenzie has requested that the historic service line be upgraded to a four inch (4") service line to help with water pressure and meet the needs on the McKenzie Property. This upgrade requires City approval. In consideration for the City granting that upgraded service line, a \$50,000 credit has been provided towards the purchase of the Clough Gravel Pit Property. In addition, the cost of the 4" water meter of \$3,790 is also a credit towards the Purchase Price of the Clough Gravel Pit Property. Finally, we included additional credits towards the Purchase Price of the Clough Gravel Pit Property in this Agreement totaling \$12,940 that are related to service to the Snyder Property, discussed below, for the out-of-City system improvement fee and reimbursed costs

Mayor Keith Lambert
Rifle City Council
Page 2

associated with drafting the agreements. The credits towards the Purchase Price of the Clough Gravel Pit Property total \$66,730. While negotiating and drafting the McKenzie Water Services Agreement, we have also taken the opportunity to memorialize the water service to the McKenzie Property based upon historic water records. Water service is limited to 700,000 gallons each year and no more than 285,000 gallons should be used in any given month. In the event these amounts are exceeded, that overage will be billed at four (4) times the City's in-City rates. In no event shall water use exceed 1,100,000 which is the highest annual use for the McKenzie Property in the City's recent records. There is no pre-annexation requirement in this Water Services Agreement because the McKenzie Property has been historically served by the City without a pre-annexation clause and this Agreement simply memorializes that service and sets forth the credits towards the purchase of the Clough Gravel Pit Property.

B. Snyder Out-of-City Water Request. The property adjacent to the McKenzie Property is owned by Danny and Lori Snyder (the "Snyder Property"). The Snyders requested out-of-City water service from the City in 2007, which request was denied. Resolution No. 3, Series of 1996 provides the City guidance on when to approve out-of-City water service and I have enclosed it for your reference. The City found that the Snyder request did not satisfy the requirements of Resolution No. 3-96 and the Snyders drilled a water well for their house. The water quality of the well is not satisfactory and the Snyders still would like to receive water service from the City. The enclosed Snyder Water Services Agreement grants that request as part of the Clough Gravel Pit Property acquisition. Because the Clough Gravel Pit Property will be used for the City's new water treatment plant enhancing the City's operation of its water system, Item No. 4 of Resolution No. 3-96 is now satisfied. As a compromise related to this package of agreements, there is no pre-annexation requirement in the Snyder Agreement either, which staff has no objection to looking at the location of the Snyder Property in relation to the Clough Family's land holdings and future development patterns. In addition, because the residence is in existence already, the "lettered" requirements of Resolution No. 3-96 do not apply. The Snyder's will pay out-of-City water rates and otherwise comply with the Rifle Municipal Code related to water service.

We recommend approval of the Real Estate Contract between Genevieve Clough and the City of Rifle and authorization for the City Manager to sign the Contract and execute all documents necessary at Closing. We further recommend approval of the McKenzie Water Service Agreement and the Snyder Water Service Agreement contingent on the Closing of the Real Estate Contract.

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

Enclosure

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 10
SERIES OF 2010**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO, ADOPTING A PLACE BRAND FOR THE CITY OF RIFLE

WHEREAS, branding for the City of Rifle occurred in 2005 by Vandewalle & Associates, identifying Rifle as a Regional Center, Energy Village, and River Town; and

WHEREAS, the Rifle Economic Development Corporation and Rifle Area Chamber of Commerce saw the need to develop a Brand for the City of Rifle; and

WHEREAS, the Place Branding Committee was formed in 2009 of members from the following Stakeholders: City of Rifle; Visitor Improvement Fund Advisory Board; Rifle Area Chamber of Commerce; Rifle Economic Development Corporation; and Associated Governments of Northwest Colorado; and

WHEREAS, the Committee's mission was to explore and develop a Brand for the City of Rifle; and

WHEREAS, the Committee adapted the Branding by Vandewalle & Associates identifying Rifle as a Regional Center and Energy Village, and changing River Town to Western Heritage on the Colorado River; and

WHEREAS, the Stakeholders have viewed a presentation by the Committee outlining the process, the proposed Brand, and offered their support.

NOW, THEREFORE, be it resolved by the City Council of the City of Rifle, Colorado, that the Brand for the City of Rifle shall be "Real • Western • Innovation".

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a special meeting held this 2nd day of June, 2010.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk

*UTILITY DEPARTMENT
INTEROFFICE MEMO*



TO: John A. Hier, City Manager

FROM: Charles G. Stevens, Utility Director ^{CS}

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

DATE: May 12, 2010

RE: Purchase of Clough Property

REQUEST

Please request the City Council to approve this investment expenditure for acquisition of this parcel - 32.28 Acres north of Highway 6 - to provide a future site for the construction of a new Rifle Regional Water Purification Facility (RRWPF).

DISCUSSION

The City of Rifle has been under contract with Malcolm-Pirnie for the last year to design this new RRWPF and design is at 30% completion. The site plan has been developed for this parcel and allows for easy expansion in the future to this facility. The first phase of this facility is sized at 6.0 MGD with an expansion capability to 8.0 MGD. This site has adequate size to accommodate photovoltaic solar power to power this facility if the economics of solar power work in the future and the City can successfully negotiate a Power Purchase Agreement with a third party. The City Attorney has been in negotiations with the Clough family for several months and a contract has been developed that all parties agree to. The cost for this parcel of land is \$213,270.00. Funds for this purchase will need to come from the Capital Fund as part of an amended budget. This purchase will come from line item number 206-4900-400-711. This investment towards the future will ensure more reliable water service, provide for improved drinking water quality to customers that meets community expectations, is consistent with the city's vision, and will implement forward thinking methods and technologies that anticipate future regulations while providing cost-effective community benefits.

ACTION

The Utility Director recommends the purchase of this parcel of land from the Clough family in an amount not to exceed \$213,270.00.

Attachment (1)



CITY OF RIFLE, COLORADO

RESOLUTION NO. 3

SERIES OF 1996

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE ADOPTING A POLICY CONCERNING THE PROVISION OF WATER OUTSIDE THE CITY.

WHEREAS, Resolution #11-95, May 1995 limited the issuance of water taps outside the City until the expansion of the Graham Mesa Water Plant was assured; and

WHEREAS, the City has now received State approval for the expansion, and a construction contract has been approved; and

WHEREAS, the expansion of the Water Plant is now essentially assured; and

WHEREAS, the current expansion program will utilize all of the available economical ultimate capacity of the existing Graham Mesa plant, and the addition of future water plant capacity will require the construction of a new water plant which will be significantly more expensive; and,

WHEREAS, the City Council wishes to articulate a more permanent policy concerning the availability of water taps outside the City; and

WHEREAS the Council desires that the policy:

1. Further the City's land use plan and objectives;
2. Assure that adverse impacts on the City from growth outside the City are mitigated;
3. Recognize that the price of the expanded plant capacity is quite low, that future expansions will be much more expensive and will be born primarily by in-City residents, and that except to further a major City objective, the plant capacity will be reserved primarily for properties that will ultimately be in the City of Rifle;
4. Provide that out-of-City water service does not place an undue operational burden on the City.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Rifle, Colorado that no water taps will be made available outside the City limits except those that meet one or more of the following conditions:

1. The property is covered by the March 10, 1988 agreement with the Rifle Village South Metropolitan District, or other such pre-existing agreement obligating the City to provide water service;
2. The City Council, after reviewing all available information, determines that a particular water tap outside the City will create substantial and meaningful long term employment opportunities for City residents, and that the water use is not determined to be excessive for the level of employment produced;

3. That contiguity suitable for annexation does not now exist, and the City Council determines, after the receipt of a review of the Planning Commission, that a water tap outside the City will permit the City to obtain a pre-annexation agreement for property that has been found to be necessary for the orderly expansion of service consistent with the City's Comprehensive Land Use Plan;

4. The City Council determines, after the receipt of an analysis by Staff, that the issuance of an outside water tap will enhance the operation of the water system within the City through upgrading of water mains, looping, or the addition of storage;

5. The City Council determines that there is a demonstrated significant human health hazard from existing domestic wells which could be eliminated with a City water tap, and that the water tap will be confined to use for development that exists as of this date.

BE IT FURTHER RESOLVED by the City Council of the City of Rifle, Colorado, that the issuance of any water tap outside the City, except for those covered by pre-existing agreements, shall only be granted upon a finding by the City Council that all of the following conditions are met:

A. All new residential development shall by contract agree to pay the off-site street impact, and parks fees specified by Resolution Number 25, Series of 1995, except that fees shall be paid upon the first extension of water service, or upon final plat approval by the County, whichever first occurs.

B. The developer shall be responsible for any capacity and storage upgrades to the water distribution system that result from the outside water tap.

C. Water main extensions shall meet all of the City public works standards, and shall not be less than the City standard of eight inch. Long dead end water mains shall be avoided unless "looping" is expected to occur within a reasonable period of time.

D. The density and location of the development is not expected to place a burden on water system repair, maintenance and meter reading significantly higher than the user fees anticipated.

E. All residential development to be served by City water shall also be served by City sewer, although an interim septic system may be permitted providing:

1. The City, State, or County have found no adverse impacts as a result of an interim septic system, and

2. The developer either installs a sewer main extension that the City determines is a fair proportionate share of cost to extend the sewer main to this development, or deposits with the City an amount (or provides other acceptable financial guarantee for such amount) that guarantees that extension. These funds shall be made available to either the City or a private developer to install a portion of the sewer main extension, and

3. For all developments with more than five residential units, on site sewer improvements are required to be installed to the property line to permit later connection to the main, and shall be installed to City specifications.

4. The developer will be required to connect to the City sewer system when City service is within 400 feet of the property line.

F. The developer has, or is, committed to installing all public improvements in the development to City standards, and that an adequate inspection mechanism exists at no cost to the City.

G. All residential development in excess of one residence, or involving subdivision, or more than one lot, must submit development plans to the City, and the Planning Commission has found that once the property is annexed, the zoning, land use, density, setbacks, transportation system, drainage and other major factors are consistent with the Commission's planning for the area, and will not place any undue burden on the City or adjacent property.

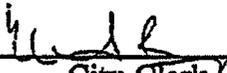
H. The water user executes a preannexation agreement in a form acceptable to the City.

THIS RESOLUTION, was read, passed and adopted by the Rifle City Council at a regular meeting this 20th day of March, 1996.

CITY OF RIFLE, COLORADO

BY:  _____
Mayor

ATTEST:



City Clerk



AGREEMENT TO PROVIDE WATER SERVICE

THIS AGREEMENT TO PROVIDE WATER SERVICE is made and entered into this 5th day of May, 2010, by and between the CITY OF RIFLE, COLORADO, a municipal corporation (hereinafter the "City") and DANNY LEE SNYDER and LORICHERI SNYDER, as the owners of the real property described hereafter (hereinafter "Owners");

WITNESSETH:

WHEREAS, Owners desire to obtain the municipal service hereinafter described from the City, and the City is capable of providing such service; and

WHEREAS, the City finds and determines that in accordance with Resolution No. 3, Series of 1996, provision of water outside the City to Owners' property will further the City's land use planning objectives and directly support utility operations without placing an undue operational burden on the City by providing a location for a new water plant and/or appurtenant facilities on a separate parcel owned by Owners' family to be acquired by the City pursuant to a separate agreement; and

WHEREAS, the parties desire to enter into this Agreement to set forth the terms and conditions of the extension of such water service by the City.

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

1. Incorporation of Recitals. The aforementioned recitals are hereby fully incorporated herein.

2. Service Provided/Property. The City agrees to provide Owners with municipal water service via a metered, private service line for one (1) single-family residence located at 1404 West 2nd Street in the County of Garfield, State of Colorado, as more particularly described in that Personal Representative's Deed recorded in Book 1849 at Page 620 as Reception No. 708319 in the Office of the Garfield County Clerk and Recorder (the "Property").

3. Terms of Service Extension. The City's agreement to extend municipal water service to the Property is in consideration of the transfer of the 36.08 acre Clough Gravel Pit Property located on Highway 6 as a site for the City's new water plant and for a future north-south road connection. The parties acknowledge that the acquisition of the Clough Gravel Pit Property by the City constitutes a substantial public benefit that justifies extension of extraterritorial water service to the Property.

4. Uses. The service described in Paragraph 2 shall be provided to the Property for domestic uses associated with one (1) single-family residence only.

5. Costs. The City will provide said service subject to the rules, regulations, charges, fees, and ordinances of the City of Rifle as are now in effect, or as they may hereafter be amended.

The cost of extending service lines will be borne by the Owners, as provided in the Rifle Municipal Code. The Owners and their agents, employees, and tenants shall be bound by all of the ordinances of the City of Rifle insofar as they may pertain to the provision of the municipal service herein described.

6. Service Charges. During the term of this Agreement, the Owners agree to pay for the above-described municipal service at the rate and in the manner which may be provided by the Rifle Municipal Code for municipal utility consumers residing outside the City limits. The City reserves the right to modify these charges or regulations by an ordinance of general applicability.

7. No Precedential Value. Nothing herein shall obligate the City to extend additional service to the Owners or to the Property, other than that service described in Paragraph 2, above. There shall be no expansion of such service without the express written consent of the City.

8. Service Subject to Municipal Code; Termination for Breach. The extension of municipal service under this Agreement is subject to all requirements of the Rifle Municipal Code applicable to the supplying of such services now in effect or as hereafter amended. A failure by the Owners to comply with all applicable provisions of the Rifle Municipal Code or with the terms of this Agreement shall constitute a material breach, and the City shall be entitled to terminate this Agreement upon such a breach and/or to discontinue the municipal services provided hereunder.

9. Lien Rights. The City shall be entitled to prepare and record a lien against the Property for the amount of any costs, fees, and other expenses which it has advanced or which the Owners are required to be pay pursuant to this Agreement and/or the Rifle Municipal Code.

10. No Pre-Annexation. The parties acknowledge this Agreement does not serve as a pre-annexation agreement nor sets forth terms and conditions for annexation. Until annexation, nothing herein shall be construed as obligating the City to provide additional EQR or services of any kind to the Property.

11. No Guarantee of Fire Flows. Nothing herein shall be construed to obligate the City to provide adequate fire flows for residences or developments outside the City which receive City water services hereunder.

12. Miscellaneous. The parties agree time is of the essence in the implementation of this Agreement. All of the terms and conditions of this Agreement shall bind the heirs, successors, assigns, or personal representatives of the parties hereto. This Agreement constitutes a covenant which runs with the Property. This Agreement sets forth the entire understanding between the parties, and any previous agreements, promises, or understandings have been included in this Agreement.

13. Recording. The City shall record this Agreement upon execution.

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

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk

OWNERS:

Danny Lee Snyder

Lori Cheri Snyder

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

Acknowledged, subscribed, and sworn to before me this ____ day of _____, 2010,
by _____, Mayor, and _____, City Clerk,
on behalf of the City of Rifle, Colorado.

WITNESS my hand and official seal.

My Commission expires: _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this ____ day of _____, 2010,
by Danny Lee Snyder and Lori Cheri Snyder.

WITNESS my hand and official seal.

My Commission expires: _____.

Notary Public

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS3-7-04)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**CONTRACT TO BUY AND SELL REAL ESTATE
(VACANT LAND – FARM – RANCH)**

Date: June 2, 2010

Purchase Price: \$213,270.00

1. AGREEMENT. Buyer agrees to buy, and the undersigned Seller agrees to sell, the Property defined below on the terms and conditions set forth in this contract.

2. DEFINED TERMS.

a. Buyer. Buyer, CITY OF RIFLE, COLORADO, will take title to the real property described below as

Joint Tenants **Tenants In Common**

Other a Colorado municipal corporation.

b. Property. The Property is the following legally described real estate:

See Exhibit A attached hereto and incorporated herein by this reference.

Seller shall reserve all oil, gas and other minerals (except gravel) to the extent such mineral rights have not been previously conveyed or reserved.

in the County of Garfield, Colorado,
commonly known as No. _____

Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded.

c. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 5a	Loan Application Deadline	N/A
2	§ 5b	Loan Commitment Deadline	N/A
3	§ 5c	Buyer's Credit Information Deadline	N/A
4	§ 5c	Disapproval of Buyer's Credit Deadline	N/A
5	§ 5d	Existing Loan Documents Deadline	N/A
6	§ 5d	Objection to Existing Loan Documents Deadline	N/A
7	§ 5d	Approval of Loan Transfer Deadline	N/A
8	§ 6a	Appraisal Deadline	N/A
9	§ 7a	Title Deadline	June 4, 2010
10	§ 7c	Survey Deadline	June 4, 2010
11	§ 8c	Survey Objection Deadline	N/A
12	§ 7b	Document Request Deadline	June 7, 2010
13	§ 8a	Title Objection Deadline	June 9, 2010
14	§ 8b	Off-Record Matters Deadline	June 4, 2010

15	§ 8b	Off-Record Matters Objection Deadline	June 9, 2010
16	§ 10	Seller's Property Disclosure Deadline	June 4, 2010
17	§ 10a	Inspection Objection Deadline	June 9, 2010
18	§ 10b	Resolution Deadline	June 11, 2010
19	§ 10c	Property Insurance Objection Deadline	N/A
20	§ 11	Closing Date	June 15, 2010
21	§ 16	Possession Date	upon Closing
22	§ 16	Possession Time	delivery of deed
23	§ 27	Acceptance Deadline Date	June 3, 2010
24	§ 27	Acceptance Deadline Time	5:00pm MDT

d. **Attachments.** The following are a part of this contract:
Exhibit A (legal description).

Note: The following disclosure forms are attached but are not a part of this contract:

e. **Applicability of Terms.** A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the latest date upon which both parties have signed this contract.

3. **INCLUSIONS AND EXCLUSIONS.** The Purchase Price includes the following items (Inclusions):

a. **Fixtures.** If attached to the Property on the date of this contract, lighting, heating, plumbing, ventilating, and air conditioning fixtures, inside telephone wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, sprinkler systems and controls; and _____.

b. **Exclusions.** The following attached fixtures are excluded from this sale:

c. **Personal Property.** If on the Property whether attached or not on the date of this contract: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings, curtain rods, drapery rods, storage sheds, and all keys. If checked, the following are included: **Smoke/Fire Detectors** **Security Systems**; and
 None _____.

d. **Transfer of Personal Property.** The Personal Property to be conveyed at Closing shall be conveyed, by Seller, free and clear of all taxes, (except personal property taxes for the year of closing), liens and encumbrances, except

Conveyance shall be by bill of sale or other applicable legal instrument.

e. **Trade Fixtures.** With respect to trade fixtures, Seller and Buyer agree as follows:

f. **Water Rights.** The following legally described water rights:
any and all appurtenant to the Property

Any water rights shall be conveyed by quit claim deed or other applicable legal instrument.

g. **Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:

N/A

4. **PURCHASE PRICE AND TERMS.** The Purchase Price set forth below shall be payable in U. S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4	Purchase Price	\$213,270.00	
2	§ 4a	Earnest Money		\$0.00
3	§ 4b(1)	New First Loan		N/A

100	4	§ 4b(2)	New Second Loan		N/A
101	5	§ 4c	Assumption Balance		N/A
102	6	§ 4d	Seller or Private Financing		N/A
103	7				
104	8				
105	9	§ 4e	Cash at Closing		
106	10		TOTAL	\$213,270.00	\$213,270.00

107
108 Note: If there is an inconsistency between the Purchase Price on the first page and this § 4, the amount in § 4 shall
109 control.

110
111 **a. Earnest Money.** The Earnest Money set forth in this section, in the form of N/A, is part payment of the
112 Purchase Price and shall be payable to and held by N/A (Earnest Money Holder), in its trust account, on behalf of both
113 Seller and Buyer. The Earnest Money deposit shall be tendered with this contract unless the parties mutually agree and
114 set forth a different deadline in writing for its payment. The parties authorize delivery of the Earnest Money deposit to
115 the closing company, if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on
116 earnest money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado
117 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the
118 Earnest Money Holder in this transaction shall be transferred to such fund.

- 119 **b. New Loan.** N/A
- 120 **c. Assumption.** N/A
- 121 **d. Seller or Private Financing.** N/A
- 122 **e. Cash at Closing.** All amounts paid by Buyer at Closing including Cash at Closing, plus Buyer's closing
123 costs, shall be in funds which comply with all applicable Colorado laws, which include cash, electronic transfer funds,
124 certified check, savings and loan teller's check and cashier's check (Good Funds).

125
126 **5. FINANCING CONDITIONS AND OBLIGATIONS.** N/A

127
128 **6. APPRAISAL PROVISIONS.**

129 **a. Appraisal Condition.** This subsection a. Shall Shall Not apply.
130 Buyer shall have the sole option and election to terminate this contract if the Purchase Price exceeds the Property's
131 valuation determined by an appraiser engaged by _____. The contract shall terminate by
132 Buyer giving Seller written notice of termination and either a copy of such appraisal or written notice from lender that
133 confirms the Property's valuation is less than the Purchase Price, received on or before **Appraisal Deadline** (§ 2c). If
134 Seller does not receive such written notice of termination on or before **Appraisal Deadline** (§ 2c), Buyer waives any right
135 to terminate under this subsection.

136 **b. Cost of Appraisal.** N/A

137
138 **7. EVIDENCE OF TITLE.**

139 **a. Evidence of Title.** On or before **Title Deadline** (§ 2c), Seller shall cause to be furnished to Buyer, at Seller's
140 expense, a current commitment for owner's title insurance policy (Title Commitment) in an amount equal to the Purchase
141 Price, or if this box is checked, **An Abstract** of title certified to a current date. At Seller's expense, Seller shall cause
142 the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing. If a title insurance
143 commitment is furnished, it **Shall** **Shall Not** commit to delete or insure over the standard exceptions which relate
144 to:

- 145 (1) parties in possession,
- 146 (2) unrecorded easements,
- 147 (3) survey matters,
- 148 (4) any unrecorded mechanic's liens,
- 149 (5) gap period (effective date of commitment to date deed is recorded), and

150 (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing.
151 Any additional premium expense to obtain this additional coverage shall be paid by Buyer Seller.
152 b. **Copies of Exceptions.** On or before **Title Deadline** (§ 2c), Seller, at Seller's expense, shall furnish to Buyer
153 and Buyer's attorney, James S. Neu, Karp Neu Hanlon, P.C., (1) a copy of any plats, declarations, covenants, conditions
154 and restrictions burdening the Property, and (2) if a title insurance commitment is required to be furnished, and if this box
155 is checked **Copies of any Other Documents** (or, if illegible, summaries of such documents) listed in the schedule of
156 exceptions (Exceptions). Even if the box is not checked, Seller shall have the obligation to furnish these documents
157 pursuant to this subsection if requested by Buyer any time on or before **Document Request Deadline** (§ 2c). This
158 requirement shall pertain only to documents as shown of record in the offices of the clerk and recorder. The abstract or
159 title insurance commitment, together with any copies or summaries of such documents furnished pursuant to this section,
160 constitute the title documents (Title Documents).
161 c. **Survey.** On or before **Survey Deadline** (§ 2c) Seller Buyer shall cause Buyer and the issuer of the
162 Title Commitment or the provider of the opinion of title if an abstract, to receive a current **Improvement Survey Plat**
163 **Improvement Location Certificate** _____ (the description checked is known
164 as Survey). An amount not to exceed \$ _____ for Survey shall be paid by Buyer Seller. If the cost exceeds this
165 amount, _____ shall pay the excess on or before Closing.
166

167 **8. TITLE AND SURVEY REVIEW.**

168 a. **Title Review.** Buyer shall have the right to inspect the Title Documents. Written notice by Buyer of
169 unmerchantability of title, form or content of Title Commitment or of any other unsatisfactory title condition shown by
170 the Title Documents, notwithstanding § 12, shall be signed by or on behalf of Buyer and given to Seller on or before **Title**
171 **Objection Deadline** (§ 2c), or within five (5) calendar days after receipt by Buyer of any change to the Title Documents
172 or endorsement to the Title Commitment together with a copy of the document adding any new Exception to title. If
173 Seller does not receive Buyer's notice by the date specified above, Buyer accepts the condition of title as disclosed by
174 the Title Documents as satisfactory.

175 b. **Matters not Shown by the Public Records.** Seller shall deliver to Buyer, on or before **Off-Record Matters**
176 **Deadline** (§ 2c) true copies of all leases and surveys in Seller's possession pertaining to the Property and shall disclose
177 to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed)
178 or other title matters (including, without limitation, rights of first refusal, and options) not shown by the public records
179 of which Seller has actual knowledge. Buyer shall have the right to inspect the Property to determine if any third party
180 has any right in the Property not shown by the public records (such as an unrecorded easement, unrecorded lease, or
181 boundary line discrepancy). Written notice of any unsatisfactory condition disclosed by Seller or revealed by such
182 inspection, notwithstanding § 12, shall be signed by or on behalf of Buyer and given to Seller on or before **Off-Record**
183 **Matters Objection Deadline** (§ 2c). If Seller does not receive Buyer's notice by said date, Buyer accepts title subject
184 to such rights, if any, of third parties of which Buyer has actual knowledge.

185 c. **Survey Review.** Buyer shall have the right to inspect Survey. If written notice by or on behalf of Buyer of
186 any unsatisfactory condition shown by Survey, notwithstanding § 8b or § 12, is received by Seller on or before **Survey**
187 **Objection Deadline** (§ 2c) then such objection shall be deemed an unsatisfactory title condition. If Seller does not
188 receive Buyer's notice by **Survey Objection Deadline** (§ 2c), Buyer accepts Survey as satisfactory.

189 d. **Special Taxing Districts.** **SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL**
190 **OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX**
191 **LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH**
192 **DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX**
193 **BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE**
194 **RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS**
195 **WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYER SHOULD INVESTIGATE THE DEBT**
196 **FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF**
197 **SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS,**
198 **AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.**

199 In the event the Property is located within a special taxing district and Buyer desires to terminate this contract as

200 a result, if written notice is received by Seller on or before **Off-Record Matters Objection Deadline** (§ 2c), this contract
201 shall then terminate. If Seller does not receive Buyer's notice by such date, Buyer accepts the effect of the Property's
202 inclusion in such special taxing district and waives the right to terminate.

203 e. **Right to Object, Cure.** Buyer's right to object shall include, but not be limited to those matters listed in §
204 12. If Seller receives notice of unmerchantability of title or any other unsatisfactory title condition or commitment terms
205 as provided in subsections 8 a, b, c and d above, Seller shall use reasonable efforts to correct said items and bear any
206 nominal expense to correct the same prior to Closing. If such unsatisfactory title condition is not corrected to Buyer's
207 satisfaction on or before Closing, this contract shall then terminate; provided, however, Buyer may, by written notice
208 received by Seller on or before Closing, waive objection to such items.

209 f. **Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be
210 reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and
211 use of the Property, including without limitation boundary lines and encroachments, area, zoning, unrecorded easements
212 and claims of easements, leases and other unrecorded agreements, and various laws and governmental regulations
213 concerning land use, development and environmental matters. **The surface estate may be owned separately from the**
214 **underlying mineral estate, and transfer of the surface estate does not necessarily include transfer of the mineral**
215 **rights. Third parties may hold interests in oil, gas, other minerals, geothermal energy or water on or under the**
216 **Property, which interests may give them rights to enter and use the Property.** Such matters may be excluded from
217 the title insurance policy. Buyer is advised to timely consult legal counsel with respect to all such matters as there are
218 strict time limits provided in this contract (e.g., **Title Objection Deadline** [§ 2c] and **Off-Record Matters Objection**
219 **Deadline** [§ 2c]).

220
221 9. **LEAD-BASED PAINT.** Unless exempt, if the improvements on the Property include one or more residential
222 dwellings for which a building permit was issued prior to January 1, 1978, this contract shall be void unless a completed
223 Lead-Based Paint Disclosure (Sales) form is signed by Seller and the required real estate licensees, which must occur prior
224 to the parties signing this contract.

225
226 10. **PROPERTY DISCLOSURE, INSPECTION AND INSURABILITY; BUYER DISCLOSURE.** On or before
227 **Seller's Property Disclosure Deadline** (§ 2c), Seller agrees to provide Buyer with a Seller's Property Disclosure (Vacant
228 Land) form completed by Seller to the best of Seller's current actual knowledge.

229 a. **Inspection Objection Deadline.** Buyer shall have the right to have inspections of the physical condition of
230 the Property and Inclusions, at Buyer's expense. If the physical condition of the Property or Inclusions is unsatisfactory
231 in Buyer's subjective discretion, Buyer shall, on or before **Inspection Objection Deadline** (§ 2c):

- 232 (1) notify Seller in writing that this contract is terminated, or
233 (2) provide Seller with a written description of any unsatisfactory physical condition which Buyer requires
234 Seller to correct (Notice to Correct).

235 If written notice is not received by Seller on or before **Inspection Objection Deadline** (§ 2c), the physical condition
236 of the Property and Inclusions shall be deemed to be satisfactory to Buyer.

237 b. **Resolution Deadline.** If a Notice to Correct is received by Seller and if Buyer and Seller have not agreed
238 in writing to a settlement thereof on or before **Resolution Deadline** (§ 2c), this contract shall terminate one calendar day
239 following the **Resolution Deadline** (§ 2c), unless before such termination Seller receives Buyer's written withdrawal of
240 the Notice to Correct.

241 c. **Insurability.** This contract is conditioned upon Buyer's satisfaction, in Buyer's subjective discretion, with
242 the availability, terms, conditions and premium for property insurance. This contract shall terminate upon Seller's receipt,
243 on or before **Property Insurance Objection Deadline** (§ 2c) of Buyer's written notice that such insurance was not
244 satisfactory to Buyer. If said notice is not timely received, Buyer shall have waived any right to terminate under this
245 provision.

246 d. **Damage, Liens and Indemnity.** Buyer is responsible for payment for all inspections, surveys, engineering
247 reports or for any other work performed at Buyer's request and shall pay for any damage which occurs to the Property
248 and Inclusions as a result of such activities. Buyer shall not permit claims or liens of any kind against the Property for
249 inspections, surveys, engineering reports and for any other work performed on the Property at Buyer's request. Buyer
250 agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred
251 by Seller in connection with any such inspection, claim, or lien. This indemnity includes Seller's right to recover all costs

252 and expenses incurred by Seller to enforce this subsection, including Seller's reasonable attorney and legal fees. The
253 provisions of this subsection shall survive the termination of this contract.
254

255 **11. CLOSING.** Delivery of deed from Seller to Buyer shall be at closing (Closing). Closing shall be on the date
256 specified as **Closing Date** (§ 2c) or by mutual agreement at an earlier date. The hour and place of Closing shall be as
257 designated by mutual agreement of the parties.
258

259 **12. TRANSFER OF TITLE.** Subject to tender or payment at Closing as required herein and compliance by Buyer
260 with the other terms and provisions hereof, Seller shall execute and deliver a good and sufficient Warranty deed to Buyer,
261 at Closing, conveying the Property free and clear of all taxes except the general taxes for the year of Closing. Except as
262 provided herein, title shall be conveyed free and clear of all liens, including any governmental liens for special
263 improvements installed as of the date of Buyer's signature hereon, whether assessed or not. Title shall be conveyed
264 subject to:

- 265 a. those specific Exceptions described by reference to recorded documents as reflected in the Title Documents
- 266 accepted by Buyer in accordance with § 8a (Title Review),
- 267 b. distribution utility easements,
- 268 c. those specifically described rights of third parties not shown by the public records of which Buyer has actual
- 269 knowledge and which were accepted by Buyer in accordance with § 8b (Matters not Shown by the Public Records) and
- 270 § 8c (Survey Review),
- 271 d. inclusion of the Property within any special taxing district,
- 272 e. the benefits and burdens of any declaration and party wall agreements, if any, and
- 273 f. other _____.
- 274

275 **13. PAYMENT OF ENCUMBRANCES.** Any encumbrance required to be paid shall be paid at or before Closing
276 from the proceeds of this transaction or from any other source.
277

278 **14. CLOSING COSTS, DOCUMENTS AND SERVICES.** Buyer and Seller shall pay, in Good Funds, their
279 respective Closing costs and all other items required to be paid at Closing, except as otherwise provided herein. Buyer
280 and Seller shall sign and complete all customary or reasonably required documents at or before Closing. Fees for real
281 estate Closing services shall be paid at Closing by **One-half by Buyer and One-half by Seller** Buyer Seller
282 **Other** _____.

283 The local transfer tax of N/A% of the Purchase Price shall be paid at Closing by **One-half by Buyer and One-**
284 **half by Seller** Buyer Seller **Other** _____. Any sales and use tax that may accrue
285 because of this transaction shall be paid when due by Buyer Seller.
286

287 **15. PRORATIONS.** The following shall be prorated to **Closing Date** (§ 2c), except as otherwise provided:
288 a. **Taxes.** Personal property taxes, if any, and general real estate taxes for the year of Closing, based on
289 **Taxes for the Calendar Year Immediately Preceding Closing** **Most Recent Mill Levy and Most Recent**
290 **Assessment** **Other** _____;

291 b. **Rents.** Rents based on **Rents Actually Received** **Accrued**. Security deposits held by Seller shall be
292 credited to Buyer. Seller shall assign all leases to Buyer and Buyer shall assume such leases.

293 c. **Other Prorations.** Water and sewer charges; interest on any continuing loan, and _____
294 _____.

295 d. **Final Settlement.** Unless otherwise agreed in writing, these prorations shall be final.
296

297 **16. POSSESSION.** Possession of the Property shall be delivered to Buyer on **Possession Date** and **Possession Time**
298 (§ 2c), subject to the following leases or tenancies: None
299 _____

300 If Seller, after Closing, fails to deliver possession as specified, Seller shall be subject to eviction and shall be

301 additionally liable to Buyer for payment of \$100.00 per day from the **Possession Date** (§ 2c) until possession is delivered.
302

303 **17. NOT ASSIGNABLE.** This contract shall not be assignable by Buyer without Seller's prior written consent. Except
304 as so restricted, this contract shall inure to the benefit of and be binding upon the heirs, personal representatives,
305 successors and assigns of the parties.
306

307 **18. INSURANCE; CONDITION OF, DAMAGE TO PROPERTY AND INCLUSIONS.** Except as otherwise
308 provided in this contract, the Property, Inclusions or both shall be delivered in the condition existing as of the date of this
309 contract, ordinary wear and tear excepted.

310 **a. Casualty Insurance.** In the event the Property or Inclusions shall be damaged by fire or other casualty prior
311 to Closing, in an amount of not more than ten percent of the total Purchase Price, Seller shall be obligated to repair the
312 same before the **Closing Date** (§ 2c). In the event such damage is not repaired within said time or if the damages exceed
313 such sum, this contract may be terminated at the option of Buyer by delivering to Seller written notice of termination.
314 Should Buyer elect to carry out this contract despite such damage, Buyer shall be entitled to a credit, at Closing, for all
315 the insurance proceeds resulting from such damage to the Property and Inclusions payable to Seller but not the owners'
316 association, if any, plus the amount of any deductible provided for in such insurance policy, such credit not to exceed the
317 total Purchase Price.

318 **b. Damage, Inclusions and Services.** Should any Inclusion or service (including systems and components of
319 the Property, e.g. heating, plumbing, etc.) fail or be damaged between the date of this contract and Closing or possession,
320 whichever shall be earlier, then Seller shall be liable for the repair or replacement of such Inclusion or service with a unit
321 of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such
322 Inclusion, service or fixture is not the responsibility of the owners' association, if any, less any insurance proceeds
323 received by Buyer covering such repair or replacement. The risk of loss for any damage to growing crops, by fire or other
324 casualty, shall be borne by the party entitled to the growing crops, if any, as provided in § 3 and such party shall be
325 entitled to such insurance proceeds or benefits for the growing crops, if any.

326 **c. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, shall have the right to walk
327 through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with
328 this contract.
329

330 **19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this document, Buyer and Seller
331 acknowledge that the respective broker has advised that this document has important legal consequences and has
332 recommended the examination of title and consultation with legal and tax or other counsel before signing this contract.
333

334 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence hereof. If any note or check
335 received as Earnest Money hereunder or any other payment due hereunder is not paid, honored or tendered when due,
336 or if any other obligation hereunder is not performed or waived as herein provided, there shall be the following remedies:
337

338 **a. If Buyer is in Default:**

339 **(1) Specific Performance.** Seller may elect to treat this contract as canceled, in which case all payments
340 and things of value received hereunder shall be forfeited and retained on behalf of Seller, and Seller may recover such
341 damages as may be proper, or Seller may elect to treat this contract as being in full force and effect and Seller shall have
342 the right to specific performance or damages, or both.

343 **(2) Liquidated Damages.** All payments and things of value received hereunder shall be forfeited by Buyer
344 and retained on behalf of Seller and both parties shall thereafter be released from all obligations hereunder. It is agreed
345 that such payments and things of value are LIQUIDATED DAMAGES and (except as provided in subsection c) are
346 SELLER'S SOLE AND ONLY REMEDY for Buyer's failure to perform the obligations of this contract. Seller expressly
347 waives the remedies of specific performance and additional damages.

348 **b. If Seller is in Default:** Buyer may elect to treat this contract as canceled, in which case all payments and
349 things of value received hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer
350 may elect to treat this contract as being in full force and effect and Buyer shall have the right to specific performance or
351 damages, or both.

352 **c. Costs and Expenses.** In the event of any arbitration or litigation relating to this contract, the arbitrator or

352 court shall award to the prevailing party all reasonable costs and expenses, including attorney and legal fees.

353
354 **21. MEDIATION.** If a dispute arises relating to this contract, prior to or after closing, and is not resolved, the parties
355 shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with
356 an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding
357 decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an
358 acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall
359 terminate in the event the entire dispute is not resolved within 30 calendar days of the date written notice requesting
360 mediation is sent by one party to the other at the party's last known address. This section shall not alter any date in this
361 contract, unless otherwise agreed.

362
363 **22. EARNEST MONEY DISPUTE.** In the event of any controversy regarding the Earnest Money and things of value
364 (notwithstanding any termination of this contract or mutual written instructions), Earnest Money Holder shall not be
365 required to take any action. Earnest Money Holder may await any proceeding, or at its option and sole discretion,
366 interplead all parties and deposit any money or things of value into a court of competent jurisdiction and shall recover
367 court costs and reasonable attorney and legal fees.

368
369 **23. TERMINATION.** In the event this contract is terminated, all payments and things of value received hereunder
370 shall be returned and the parties shall be relieved of all obligations hereunder, subject to §§ 10d, 21 and 22.

371
372 **24. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado
373 Real Estate Commission.)

374
375 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL.** This agreement constitutes the entire contract
376 between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written,
377 have been merged and integrated into this contract. No subsequent modification of any of the terms of this contract shall
378 be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any obligation in this
379 contract that, by its terms, is intended to be performed after termination or Closing shall survive the same.

380
381 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

382 **a. Physical Delivery.** Except for the notice requesting mediation described in § 21, and except as provided in
383 § 26b below, all notices must be in writing. Any notice to Buyer shall be effective when received by Buyer or by Selling
384 Brokerage Firm, and any notice to Seller shall be effective when received by Seller or Listing Brokerage Firm.

385 **b. Electronic Delivery.** As an alternative to physical delivery, any signed document and written notice may
386 be delivered in electronic form by the following indicated methods only: Facsimile E-mail None. Documents
387 with original signatures shall be provided upon request of any party.

388 **c. Choice of Law.** This contract and all disputes arising hereunder shall be governed by and construed in
389 accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in
390 this state for property located in Colorado.

391
392

393 27. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal shall expire unless accepted in writing, by
394 Buyer and Seller, as evidenced by their signatures below, and the offering party receives notice of acceptance pursuant
395 to § 26 on or before **Acceptance Deadline Date** (§ 2c) and **Acceptance Deadline Time** (§ 2c). If accepted, this
396 document shall become a contract between Seller and Buyer. A copy of this document may be executed by each party,
397 separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and
398 complete contract between the parties.

399

400 **CITY OF RIFLE, COLORADO**

401

402 Date: _____

403

404 _____

405 John Hier, City Manager

406

407 Address: P.O. Box 1908, Rifle, Colorado 81650

408 Phone No.: 970-625-6266

409 Fax No.: _____

410

411 **[NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 28]**

412

413 Date: _____

414

415 _____

416 Genevieve Clough

417

418 Address: _____

419

420 Phone No.: _____

421 Fax No.: _____

422

423 28. COUNTER; REJECTION. This offer is Countered Rejected.

424 Initials only of party (Buyer or Seller) who countered or rejected offer _____

425

426 **END OF CONTRACT**

428 **Note: Closing Instructions and Earnest Money Receipt should be signed on or before Title Deadline (§ 2c).**

429

The Northeast 1/4 of the Northwest 1/4 (NE1/4NW1/4) of Section 15, Township 6 South, Range 93 West of the 6th Principal Meridian.

EXCEPTING THEREFROM that parcel conveyed to the Board of County Commissioners of Garfield County, Colorado, and their successors in office, as more fully described in Quit Claim Deed recorded March 9, 1933 in Book 159 at Page 420.

Also Excepting any portion of the Northeast 1/4 of the Northwest 1/4 (NE1/4NW1/4) of said Section 15 lying within the right of way of the Denver & Rio Grande Western Railroad.

**COUNTY OF GARFIELD
STATE OF COLORADO**

EXHIBIT A

AGREEMENT TO PROVIDE WATER SERVICE

THIS AGREEMENT is made and entered into this ____ day of _____, 2010, by and between the CITY OF RIFLE, COLORADO (hereinafter "City") and RYAN MCKENZIE (hereinafter "Owner") and GENEVIEVE CLOUGH (hereinafter "Clough");

WITNESSETH:

WHEREAS, Owner's predecessor in interest previously obtained municipal water service from the City for use on that certain property described on Exhibit A attached hereto and incorporated herein by this reference (the "Property") which Property has received out-of-City water service on a historically consistent basis for decades; and

WHEREAS, Owner desires to increase the service line size for that water service to the Property; and

WHEREAS, the City finds and determines that in accordance with Resolution No. 3, Series of 1996, an upgrade of the water service line serving the Property and continued provision of water service outside the City to the Property will directly support utility operations without placing an undue operational burden on the City by providing a location for a new water treatment plant on a separate parcel owned by Owner's family to be acquired by the City pursuant to a separate agreement; and

WHEREAS, the parties desire to enter into this Agreement to set forth the terms and conditions of the upgrade of the water service line serving the Property and continued water service by the City.

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

1. Incorporation of Recitals. The aforementioned recitals are hereby fully incorporated herein.

2. Service Provided. This Agreement memorializes the City's provision of municipal water service to the Property which is located at in Rifle, Colorado and legally described on Exhibit A. The parties acknowledge that water service to the Property will continue to be provided via a metered, private service line and will be limited to the historic uses described herein.

3. Terms of Service Line Upgrade/Clough Gravel Pit Property. The City's agreement to continue municipal water service to the Property via an upgraded four inch (4") service line is in consideration of the sale of that certain 36.08 acre property located on Highway 6 described on Exhibit B attached hereto and incorporated herein by this reference (the "Clough Gravel Pit Property") which the City proposes to use as a site for a future water treatment plant and other uses. The Clough Gravel Pit Property was appraised and valued at \$280,000.00. The City and Clough have entered into a separate Contract to Buy and Sell Real Estate for the Clough Gravel Pit Property with a closing date of June 15, 2010 (the "Real Estate Contract"). In consideration for the City's

upgraded water service to the Property through a four inch (4") service line, Clough agrees to credit \$53,790.00 towards the purchase price for the Clough Gravel Pit Property, which amount includes the four inch (4") water meter, but not the meter vault or installation. Clough further agrees to credit \$12,940.00 towards the purchase price for the Clough Gravel Pit Property for the system improvement fee (\$10,940.00) and application fee and cost reimbursement (\$2,000.00) related to out-of-City water service from the City to adjacent property owned by Danny and Lori Snyder ("Snyder") which service is subject to a separate Agreement between Snyder and the City. The total credit towards the purchase price for the Clough Gravel Pit Property is \$66,730.00 resulting in a Purchase Price of \$213,270.00 as reflected on the Real Estate Contract.

With the City's acquisition of the Clough Gravel Pit Property, Owner agrees that the water tap credit granted to W.F. Clough by the City in a June 9, 1948 Easement Agreement and appurtenant to the Clough Gravel Pit Property shall be terminated.

4. Uses. The City's water service shall only be provided for the continuation of historic, approved uses on the Property which are specifically limited to a the single-family residence and associated domestic irrigation for the residence, service to an accessory residence, and stock watering for ranch animals. No other uses shall be permitted and Owner specifically acknowledges and agrees that the resale of water to any other party is strictly prohibited.

A. Annual Limitation. The total water use for the Property shall be limited to the historic water use for the Property which the parties agree is 700,000 gallons per year. In the event that water use for the Property exceeds this yearly amount on a calendar basis, Owner shall pay a rate equal to four (4) times the applicable in-City rate for domestic water use for each gallon in excess of this limitation. In no event shall water use for the Property exceed 1,100,000 gallons in a calendar year.

B. Monthly Limitation. The total water use for the Property shall further be limited to 285,000 gallons per month. In the event that water use for the Property exceeds this amount in any given month, Owner shall pay a rate equal to four (4) times the applicable in-City rate for domestic water use for each gallon in excess of this limitation for such month. In the event the annual water use limitation is exceeded set forth in Section 4(A) above, any monthly excess charges paid may be deducted from the annual excess charges due.

C. No Waiver. Any water use over the historic limitations contained herein paid at the increased rate shall not be deemed a waiver of the City's rights to limit such water use or prevent the City from enforcing such limitations.

5. Costs. The City will provide said service subject to the rules, regulations, charges, fees, and ordinances of the City of Rifle as are now in effect, or as they may hereafter be amended. The cost of extending service lines will be borne by the Owner, as provided in the Rifle Municipal Code. The Owner and any agents, employees, and tenants of Owner shall be bound by all of the ordinances of the City of Rifle insofar as they may pertain to the provision of the municipal service herein described.

6. Service Charges. During the term of this Agreement, Owner agrees to pay for water service at the rate and in the manner which may be provided by the Rifle Municipal Code for municipal utility consumers residing outside the City limits. The City reserves the right to modify these charges or regulations.

7. No Precedential Value. Nothing herein shall obligate the City to extend additional service to the Owner or to the Property, other than water service described in Paragraphs 2 and 4, above. There shall be no expansion of such service without the express written consent of the City.

8. Service Subject to Municipal Code; Termination for Breach. The continued provision of water service under this Agreement is subject to all requirements of the Rifle Municipal Code applicable to the supplying of such services now in effect or as hereafter amended, including without limitation lien rights. A failure by the Owner to comply with all applicable provisions of the Rifle Municipal Code or with the terms of this Agreement shall constitute a material breach, and the City shall be entitled to terminate this Agreement upon such a breach and/or to discontinue the municipal services provided hereunder.

9. Lien Rights. The City shall be entitled to prepare and record a lien against the Property for the amount of any costs, fees, and other expenses which it has advanced or which the Owners are required to be pay pursuant to this Agreement and/or the Rifle Municipal Code.

10. No Pre-Annexation. The parties acknowledge this Agreement does not serve as a pre-annexation agreement nor sets forth terms and conditions for annexation. Until annexation, nothing herein shall be construed as obligating the City to provide additional service of any kind to the Owner of the Property.

11. No Guarantee of Fire Flows. Nothing herein shall be construed to obligate the City to provide adequate fire flows for residences or developments outside the City which receive City water services hereunder.

12. Miscellaneous. The parties agree time is of the essence in the implementation of this Agreement. All of the terms and conditions of this Agreement shall bind the heirs, successors, assigns, or personal representatives of the parties hereto. This Agreement constitutes a covenant which runs with the Clough Homestead Property. This Agreement sets forth the entire understanding between the parties, and any previous agreements, promises, or understandings have been included in this Agreement.

13. Recording. The City shall record this Agreement upon execution.

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

CITY OF RIFLE, COLORADO

By

Mayor

ATTEST:

City Clerk

OWNER

Ryan McKenzie

CLOUGH

Genevieve Clough

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

Acknowledged, subscribed, and sworn to before me this ____ day of _____, 20__,
by _____, Mayor, and _____, City Clerk,
on behalf of the City of Rifle, Colorado.

WITNESS my hand and official seal.

My Commission expires: _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this ____ day of _____, 2010,
by Ryan McKenzie.

WITNESS my hand and official seal.

My Commission expires: _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this ____ day of _____, 2010,
by Genevieve Clough.

WITNESS my hand and official seal.

My Commission expires: _____.

Notary Public

EXHIBIT A

A PARCEL OF LAND SITUATED IN SECTION 8 OF TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHENCE THE SOUTHWEST CORNER OF SAID SECTION 8 BEARS S68°45'53"W 947.58 FEET; THENCE N00°36'00"E 225.09 FEET; THENCE N04°23'02"E 342.26 FEET; THENCE 37.30 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 20.04 FEET AND A CHORD OF N48°56'39"W 32.14 FEET; THENCE 125.37 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 75.62 FEET AND CHORD OF N54°46'38"W 111.50 FEET; THENCE 123.86 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 609.33 FEET AND CHORD N01°27'33"W 123.64 FEET; THENCE 415.44 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 506.80 FEET AND CHORD OF N19°07'11"W 403.91 FEET; THENCE N16°56'29"W 163.26 FEET; THENCE N00°47'02"W 207.08 FEET; THENCE N24°10'28"W 402.89 FEET; THENCE N12°29'09"W 140.47 FEET; THENCE S50°03'11"E 239.94 FEET; THENCE S68°46'17"E 249.92 FEET; THENCE S61°46'51"E 293.29 FEET; THENCE S2°07'17"E 562.47 FEET; THENCE S33°06'05"E 987.56 FEET; THENCE S76°44'56"E 331.80 FEET; THENCE S00°00'00"E 481.08 FEET; THENCE N78°41'02"W 1299.64 FEET TO THE POINT OF BEGINNING. SAID PROPERTY CONTAINS 36.111± ACRES AS DESCRIBED.

COUNTY OF CARFIELD
STATE OF COLORADO

TOGETHER WITH A 50.00 FOOT ACCESS AND UTILITY EASEMENT

A 50.00 FOOT ACCESS AND UTILITY EASEMENT SITUATED IN SECTION 8, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE CENTERLINE OF SAID 50.00 FOOT EASEMENT WHENCE THE SOUTHWEST CORNER OF SAID SECTION 8 BEARS N89°40'58"W 958.48 FEET; THENCE ALONG SAID CENTERLINE THE FOLLOWING 8 COURSES AND DISTANCES; 1) 122.40 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 128.91 FEET AND A CHORD OF N26°36'04"W 117.85 FEET; 2) N00°36'00"E 488.16 FEET 3) N04°23'02"E 341.43 FEET; 4) 83.83 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 45.04 FEET AND CHORD OF N48°56'39"W 72.24 FEET; 5) 83.92 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 50.62 FEET AND CHORD OF N54°46'38"W 74.64 FEET; 6) 118.77 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 584.33 FEET AND CHORD OF N01°27'33"W 118.67 FEET; 7) 435.94 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 591.80 FEET AND CHORD OF N19°07'11"W 423.83 FEET; 8) N42°38'13"W 163.15 FEET TO THE POINT OF TERMINATION. SAID EASEMENT TO BE 25.00 FEET EACH SIDE OF THE DESCRIBED CENTERLINE AND TO EXTEND OR TERMINATE AT THE SOUTHERLY LINE OF SAID SECTION 8.

RESERVING TO THE GRANTOR THE NON-EXCLUSIVE USE OF SAID 50.00 FOOT ACCESS AND UTILITY EASEMENT FOR INGRESS AND EGRESS AND UTILITIES TO ALL REAL PROPERTY OWNED BY IT IN SECTIONS 7 AND 8, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH P.M.

The Northeast 1/4 of the Northwest 1/4 (NE1/4NW1/4) of Section 15, Township 6 South, Range 93 West of the 6th Principal Meridian.

EXCEPTING THEREFROM that parcel conveyed to the Board of County Commissioners of Garfield County, Colorado, and their successors in office, as more fully described in Quit Claim Deed recorded March 9, 1933 in Book 159 at Page 420.

Also Excepting any portion of the Northeast 1/4 of the Northwest 1/4 (NE1/4NW1/4) of said Section 15 lying within the right of way of the Denver & Rio Grande Western Railroad.

COUNTY OF GARFIELD
STATE OF COLORADO

EXHIBIT B

UTILITY DEPARTMENT
INTEROFFICE MEMO



TO: John A. Hier, City Manager

FROM: Charles G. Stevens, Utility Director *CS*

CC: City Council Members, Assistant City Manager, Matt Sturgeon, Charles Kelty, Finance Director, Dick Deussen, P.E., Project Engineer, Jake Prentiss, Wastewater Supervisor

DATE: May 26, 2010

RE: 2010 Biosolids Project

REQUEST

Please request the City Council to approve this expenditure as part of the North Wastewater Treatment Facility Decommissioning efforts for 2010.

DISCUSSION

Eight firms asked for and were sent Requests for Proposals (RFP's) to remove Biosolids from the existing North Wastewater Treatment Facility. Only one, Parker Ag Service, Inc., submitted a proposal. We asked for three alternatives to be priced (lump sum), which included: A) Removal and transport to a compost facility, B) Removal and disposal to a landfill and C) Removal and land application. Following are the prices for each alternate and an alternative suggested by Parker Ag:

Alternate A-1	Climax Compost Facility	\$943,000
Alternate A-2	Caca Loco Compost Facility	\$863,000
Alternate B	South Canyon Landfill	\$969,000
Alternate C	Permitted Land applications	\$562,000
Alternative Option	Blend of Land Application And Composting at Caca Loco	\$643,000

The Alternative Option assumes Caca Loco can take 3,000 wet tons of Biosolids for composting and that the existing permitted land application sites and weather will be adequate for the remaining biosolids. This work needs to be completed to comply with CDPHE requirements and to mitigate odor complaints.

Staff recommends that Parker Ag Services be awarded the contract for the 2010 Biosolids Project in the amount of \$643,000 for the Alternative Option. This option while more expensive allows the most flexibility to accommodate weather conditions and allows Caca Loco Compost to begin operations sooner until the Caca Loco Compost site at the Energy Innovation Center is fully operational. Funds are available from the Wastewater Capital Fund (320-4326-400-733) in the amount of \$600,000. The remaining amount (\$43,000) would be from the Operation and Maintenance Fund Balance which is currently at \$1,400,000.



This investment for the decommissioning looks towards the future development of this City owned site and will ensure all regulatory requirements are met, provide for public and environmental health that meets community expectations, is consistent with the city's vision, and will implement forward thinking methods and technologies while providing cost-effective community benefits.

ACTION

The Utility Director and City's Project Engineer recommends the approval of this RFP for the 2010 Biosolids Project in an amount not to exceed \$643,000.00.

CITY OF RIFLE, COLORADO
RESOLUTION NO. 9
SERIES OF 2010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO, SUPPORTING THE DEVELOPMENT OF A
COMPREHENSIVE EFFICIENT FLEET POLICY FOR THE CITY OF RIFLE.

WHEREAS, creating an efficient fleet begins with a commitment to review vehicle operations and vehicle types and consider options to deliver the same level of service at a lower dollar cost; and

WHEREAS, the development of efficient fleet policies have the potential to reduce vehicle use and maintenance, improve purchase decisions through lifecycle cost analysis, increase vehicle fuel diversity and save the City money; and

WHEREAS, the City has taken steps, formal and informal, to improve its fleet efficiency such as implementation of a mileage and fuel tracking system, increasing fuel diversity in its fleet through the planned purchase of electric vehicles and planned conversions of vehicles to compressed natural gas, and better matching tasks to the appropriate vehicle; and

WHEREAS, through the Garfield New Energy Communities Initiative, the City has access to technical assistance to aid in the development of formal efficient fleet policies; and

WHEREAS, City department heads agree it is important to move forward with the development of formal efficient fleet policies; and

WHEREAS; Organizations that have succeeded in such endeavors found benefit in their leaders committing to the development of such policies and empowering staff and providing guidance to move forward.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIFLE that for the foregoing reasons the City Council supports the development of efficient fleet policies for the City of Rifle.

THIS RESOLUTION, was read, passed and adopted by the Rifle City Council at a regular meeting held this 2nd day of June, 2010.

CITY OF RIFLE, COLORADO

By _____

Mayor

ATTEST:

City Clerk

Efficient Fleets

Adopting a comprehensive fleet policy for cost efficiency, fuel efficiency and fuel diversity

Organizational Commitment

Creating an efficient fleet begins with a commitment to take a look at vehicle operations and vehicle types and consider options to deliver the same services but at a lower dollar cost and at a reduced impact to the environment. CLEER and GNECI have created a list of fleet management techniques with proven results from throughout North America. In beginning the process to adopt efficient fleet practices, organizations that succeed found benefit in their leaders committing to high level goals that empower staff and give guidance to move ahead.

The Town/City/County of _____ commits to adopting efficient fleet practices as a means to:

- Reduce petroleum dependence of government operations
- Reduce lifecycle fleet costs through purchasing policies, operational efficiency and vehicle efficiency
- Increase operational robustness through fuel diversity

Signed _____ date _____

Title _____

(example commitment by leadership to be signed by council and all department heads)

Creating Fleet Policies

Creating policies that work for your fleet is the next step. An efficient fleet policy for an organization could be a set of guidelines to address each of the following areas:

- Track vehicle energy usage
- Select the most efficient vehicle for each day's use
- Reduce vehicle miles traveled
- Improve vehicle efficiency
- Improve driver efficiency
- Limit use of 4x4 vehicles
- Use life-cycle cost in vehicle purchase planning
- Buy efficient vehicles
- Plan for new technologies
- Increase use of biofuels
- Increase use of natural gas
- Reduce tailpipe pollutants
- Reduce diesel particulate emissions

Suggested Fleet Policies

The Garfield New Energy Communities has compiled a list of fleet practices based on successful fleet policies in use by Colorado's State Fleet, City of Denver's Fleet, Eagle County's fleet, and others around the nation. These guidelines save fuel, save cost, and can save staff time, all while delivering quality fleet services to municipalities.

TRACK FLEET ENERGY USAGE

Tracking odometer readings and fuel usage provides information needed to better optimize vehicle usage for minimum cost and gives early warning of vehicle problems.

Vehicle energy usage data is critical to complete accounting and regular reporting of progress toward financial, energy-reduction and carbon-emission targets.

Fleet-management software can track fuel and odometer readings, link to existing fuel-card systems, and cut time and expense from fleet management by eliminating paperwork.

DEPT.	MODEL	JANUARY	FEBRUARY	M
BOCC	PRIUS	1,088	1,352	
BOCC	PRIUS	1,343	758	
ASSESSOR	DURANGO	461	428	
ASSESSOR	LIBERTY	579	403	
ASSESSOR	PRIUS	0	0	
COMMUNICATIONS	ESCAPE	0	322	
IT	PRIUS	0	844	
P&Z	PRIUS			
FACILITIES	RANGER	1,337	1,017	
FACILITIES	F350	751	513	
FACILITIES	2500			
FACILITIES	3500	652	823	
FACILITIES	CHEROKEE	0	0	
FACILITIES	VAN	0	0	
FACILITIES	F350	874	303	
FACILITIES	2500	716	691	
FACILITIES	2500	0	1,337	

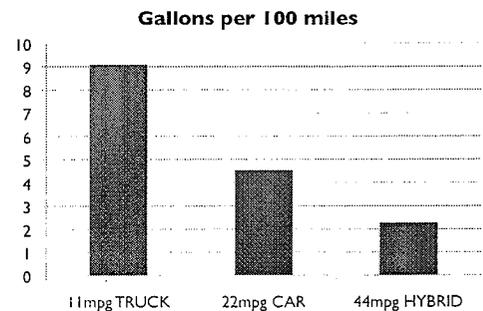
OPTIMIZE VEHICLE USE

The manner in which fleet vehicles are used for travel in your city or county is a key determinant of the fleet's overall efficiency. Most importantly, schedule travel efficiently so that multiple tasks can be accomplished with one trip. With proper planning, staff should also be able to share vehicles for all or part of a trip. Software especially designed to optimize fleet vehicle routes can also be used to achieve large reductions in fuel use and emissions.

SELECT THE RIGHT VEHICLE FOR EACH DAY'S WORK

A simple but important step that any city or county can take to improve the efficiency of its fleet is to ensure that the correct vehicle is chosen for each day. Whereas permanent vehicle assignments might result in an inefficient pickup being driven on an administrative task, a "motor pool" arrangement allows workers to choose the right vehicle for the job.

Recommendations include: Require employees to select the car or truck that matches that day's tasks; Use cars or minivans, not SUVs, for moving people; Use 4x4 trucks or SUVs only for off-road jobs or inclement weather; Do not permanently assign large vehicles or 4x4s to individuals, unless that person's job requires off-road or inclement weather driving for a majority of the time.



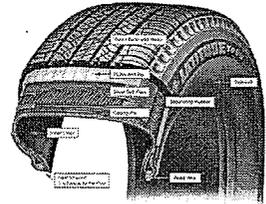
IMPROVE VEHICLE EFFICIENCY

Vehicle efficiency can be improved by a variety of simple practices that any fleet can incorporate into their daily operations

Improve Aerodynamics: Put racks, ladders and tools on vehicle roofs only when needed that day.

Reduce Rolling Resistance: Routinely check tire pressure checks. Note: tires inflated with nitrogen stay fully inflated longer.

Purchase Low Rolling Resistance Tires: Use low rolling resistance (LRR) tires to achieve fuel savings of 2 to 10 percent. Cars: Goodyear FuelMax, Bridgestone Ecopia, Michelin Energy. Heavy Trucks: Goodyear FuelMax (dual), Michelin X-One (wide-base)

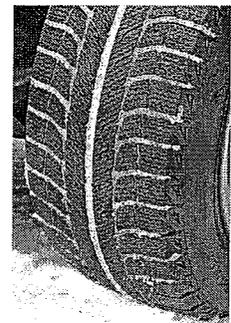


Note: Low rolling resistance does NOT mean low traction. LRR tires use improved internal construction to reduce the energy absorbed inside the tire during each rotation. Truckers using wide-base tires actually report improved traction in snowy conditions.

USE EFFICIENT VEHICLES YEAR-ROUND

Purchase modern Studless Snow Tires: With a set of 4 modern studless snow tires, front-wheel-drive vehicles are capable of operating all winter.

Michelin X-Ice Xi2 has better ice traction than a studded tire, but performs like an all season tire on dry pavement. New compounds outlast traditional snow tires many times over. Just in case, put shovels in cars in case vehicle is plowed-in. Eagle County their 20 Prius hybrids year-round.



IMPROVE DRIVER EFFICIENCY

Vehicles need to be operated in the correct manner as well. Employees should receive driver training and be awarded incentives for driving efficiently. Finally, establishing a policy against idling vehicles is a key component of an Efficient Fleets program. Edmonton, Alberta increased average fuel economy by 20% by coaching employees on fuel-efficient driving. Avoid fast acceleration, hard braking and unnecessary idling. Use good planning to combine trips and identify efficient routes. Choose the most efficient vehicle you can for the trip.

EDUCATE AND ENGAGE VEHICLE USERS

Educating users on the savings of efficient fleets is important. Engaging the team in the decision making process builds engagement and helps create a more successful project. A key message is that money saved = jobs saved. Old habits are hard to break, but educate the team that daily vehicle choice is critical, and reward good decisions. Challenge departments to compete for quarterly VMT and fuel reductions. Make it fun, keep it visible over time. Change is never easy. Facilitate a can-do-attitude. Anyone can find reasons that something new may fail, yet it takes courage to persevere.

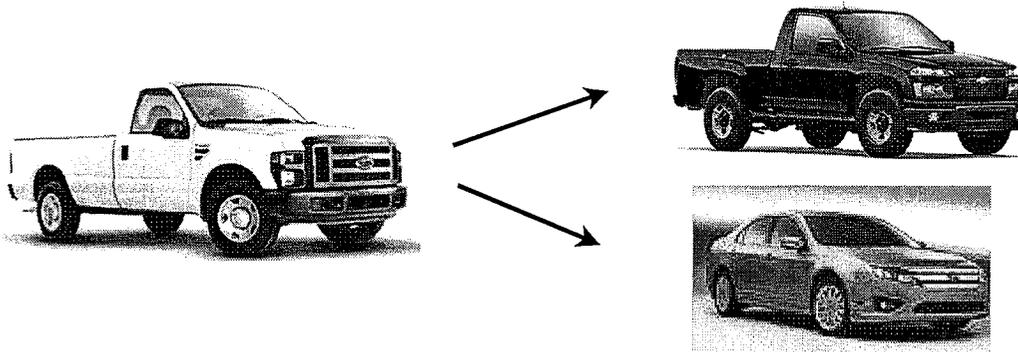
ELIMINATE EXCESS VEHICLES

In many cases cities and counties have more vehicles than they need in their fleets. By analyzing the operational needs of your fleet, and eliminating excess vehicles, non-critical trips will be discouraged and alternative forms of travel encouraged.



DOWNSIZE VEHICLES

Does a building inspector need to drive a full size truck? Probably not, but in many local governments trucks and large sedans are still the vehicles assigned to staff, regardless of how appropriate the vehicle is to the duties that they perform. Matching duty requirements of staff to the smallest possible vehicle for the task is a critical component of an Efficient Fleets program. Smaller vehicles should be substituted for larger vehicles by phasing them in as new vehicles are purchased or by selling larger vehicles.



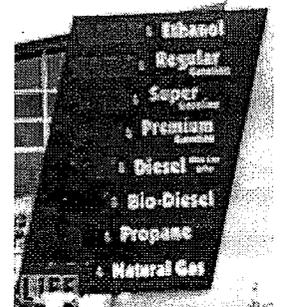
INCORPORATE EFFICIENCY INTO BID SPECIFICATIONS

Including a minimum fuel efficiency standard for each vehicle class in procurement specifications results in only the most fuel-efficient vehicles being purchased. When planning a vehicle purchase, quantify the total cost of ownership, buy using realistic fuel price forecasts and calculating the net present value of fuel/maint/repair for vehicles. Always purchase vehicles with the lowest overall life cycle cost. This process helps staff quantify the savings from advanced technology vehicles with higher purchase price but lower lifecycle cost due to lower fuel use.

Note: Do not use artificially low fuel prices, or unrealistically high maintenance costs of for advanced vehicles.

BUY VEHICLES THAT RUN ON ALTERNATIVE FUELS

Fuel Diversity is a key pillar of a well-run fleet. As fuel price spikes have dented budgets, petroleum availability problems could reduce a municipality's ability to meet citizen needs. By incorporating non-petroleum fuels into your daily operations, you will be able to "play the market" for the cheapest fuel, and choose between a variety of fuels if supplies of one type become restricted. Consider "Second Generation Biofuels" such as Cellulosic Ethanol (Flex Fuel), non-food-based BioDiesel. Also consider Natural Gas Vehicles such as CNG-dedicated or CNG-Bi-Fuel (CNG + Gasoline)



LIMIT USAGE OF 4x4 VEHICLES

A key piece of Colorado's State Fleet Policy is to revisit the ubiquitous deployment of 4x4 vehicles in the fleet. Though necessary in certain cases, 4x4 vehicles cost more to purchase, more to operate, use more fuel, and cost more to repair than other vehicles. Create a motor pool for shared use of low-efficiency vehicles such as SUVs and 4x4s. Pre-arrange agreements with rental companies for times of special need. Do not permanently assign large vehicles or 4x4s to individuals, unless that person's job requires off-road or inclement weather driving for a majority of the time. Require director-level approval for any 4x4 purchases.

REDUCE VMT: USE TRANSIT, BIKE, WALK, OR TELECOMMUTE

Is it necessary to drive to that meeting? Often the answer is no. Fleet vehicle usage can be substantially decreased if employees use other modes of travel. Depending on the distance; transit, a bicycle, or walking normally will suffice. Employees should be provided with transit passes and reimbursed when using transit or bicycles to travel for business reasons. Another option is to avoid travel altogether by using email, phone, or video technology to accomplish tasks by telecommuting. Leverage IT staff to identify and eliminate gaps in or barriers to teleconference, videoconference and webinar tools. Develop a VMT reduction outreach and education program for employees.

PURCHASE ELECTRIC VEHICLES

Vehicles with electric drive trains will likely replace internal combustion engine vehicles in the future. Electric vehicles (EVs) powered by batteries and gasoline-powered generators (hybrids) are already available. These vehicles are appropriate for many tasks and, especially in the case of battery powered EVs, result in a substantial reduction in CO2 emissions.

- Buy Neighborhood Electric Vehicles (NEVs) today:
 - Federal designation: 25mph on 35mph roads.
 - Designed to charge overnight from any 110 volt wall plug.
 - 20-40 miles per charge, perfect for city maintenance
 - Available in the US since 1998 as cars, pickups, vans, etc.
- Plan for purchase of plug-in hybrids (PHEVs) in 2010
 - Vehicles will operate on plug electricity and as a gasoline-electric hybrid.
 - Designed to charge overnight from any 110 volt wall plug.
 - Efficiency will range from 50 to 150 mpg, capable of normal highway operation.
 - Passenger cars will be on the market in 2010, cargo vans by 2012.
- Plan for purchase of electric vehicles in 2010
 - Electric vehicles are planned by many manufacturers (domestic & foreign)
 - Electric vehicles will be available in many vehicle types (cars/trucks/vans)
 - Electric vehicles will be all-weather, highway-capable with significant cargo capacity
 - Cargo vans, delivery trucks, and cars will all be available in 2010
- Prepare for new technology
 - When repaving sidewalks or parking lots, bury electrical conduit to allow for future plug-in parking spaces.
 - When designing or remodeling buildings, include 110 volt outdoor outlet plugs near parking spaces and size circuits for future installation of fast-charging 240 volt outlet plugs for electric vehicles.



From: CML Update [cml@cml.org]
Sent: Tuesday, May 25, 2010 3:03 PM
To: Wanda Nelson
Subject: Medical marijuana update

If this email does not display properly, please view our [online version](#).
To ensure receipt of our email, please add cml@cml.org to your address book.
Please do not reply to this automatic e-mail.



The Voice of Colorado's Cities and Towns

CML UPDATE



Medical marijuana update ***CML outlines "next steps" to assist and inform members***

By Kevin Bommer, CML legislative & policy advocate

As of 11:30 a.m. on May 25, Gov. Bill Ritter had not yet signed HB 10-1284, which establishes the regulatory framework for licensing medical marijuana centers and related operations. CML members have not been wasting any time getting on top of the issues and planning their next steps, and CML staff is committed to providing as much assistance and information as needed by our members as they deal with the myriad of complex legal, political, regulatory, and administrative issues presented by the legislation.

While many of the questions about how the state will address medical marijuana have been answered by HB 10-1284, the legislation is ambiguous in some instances, and will require further clarification through rulemaking and potential legislative action in the 2011 session. In addition, some individuals are stating publicly the intent to try to block aspects of the legislation through legal action. CML staff will continue to provide updates on items of interest, as well as to distribute guidance documents and respond to questions from members.

On Friday, May 21, CML conducted an online Webinar for about 80 members. The Webinar was intended to address some of the "basics" of the legislation, as well as to attempt to answer some of the common questions staff has received thus far. [Click here to view the PowerPoint.](#)

CML Staff Attorney Rachel Allen will be working on a *Knowledge Now* publication on medical marijuana for members, using the information in the PowerPoint as a basis. The article will focus on the basics of HB 1284 and SB 109, the latter of which CML also supported and specifically addresses limitations on the doctor-patient relationship. We expect to have that published and distributed in mid-June, prior to the [CML Annual Conference](#) in Breckenridge.

Efforts to develop material that is more detailed are underway, as well. Staff will electronically distribute any guidance documents, sample opt-out ordinances, sample opt-out referred questions, sample local licensing and regulation ordinances, and other guidance documents as they become available. Unless otherwise noted in future communications, these and other sample documents are available on [CML's Web site under Information > On the issues > Medical marijuana](#).

Finally, CML will be convening a small, ad-hoc group to assist staff on several issues where guidance and specific expertise is needed. In particular, the group will be asked to assist in requests and recommendations for specific outcomes when the Department of Revenue holds rulemaking proceedings later this year. Also, any recommendations for technical and substantive changes in the 2011 legislative session to HB 10-1284 may be developed by this group, and they will participate in crafting the sample ordinances and referenda referenced above.

For more information, watch CML's Web site and your email inbox. Please do not hesitate to contact CML, as well, if you have any questions. [Kevin Bommer](#), [Mark Radtke](#), or [Rachel Allen](#). Click on the name to email, or call 303-831-6411 or 866-578-0936.

Key dates

Below are some key dates related to HB 10-1284. They are not all-inclusive, and more details and guidance will be provided to CML members in the weeks ahead.

July 1, 2010: Medical marijuana businesses, or those that have applied for a local license that is subsequently granted, may continue to operate legally through July 1, 2011, under specific circumstances.

Aug. 1, 2010: All existing operations must pay a fee to the Colorado Department of Revenue and pay a specified fee in order to remain lawful. If a local license is issued after Aug. 1, the licensee must apply to the state for an interim state license within 30 days.

Sept. 1, 2010: All existing dispensaries (centers) must certify to the state that they are cultivating at least 70 percent of the medical marijuana required for the number of patients registered to each respective dispensary. *This item is perhaps the most critical for municipalities that desire to license past July 1, 2010. Regardless of any disagreement about the permissibility of continued licensing, if the state licensing authority holds a strict interpretation of the next item, then anyone issued a local license after Sept. 1 will be committing an unlawful act by failing to meet the deadline. As such, the state licensing authority will not issue that licensee a state license on or after July 1, 2011, since commission of an unlawful act is grounds for denial of a new license or renewal. In essence, potential licensees would be set up to fail unless they can comply with the deadlines of Aug. 1 and Sept. 1.*

July 1, 2011: All medical marijuana centers, optional premises grow operations, and medical marijuana-infused products manufacturers may operate lawfully only if a local license and a state license have been issued. Medical marijuana centers must grow in their optional premise cultivation licensed premises 70 percent of the medical marijuana required for the number of patients registered to each respective center.

Colorado Municipal League

1144 Sherman Street | Denver, CO 80203
(p) 303-831-6411 or 866-578-0936 | (f) 303-860-8175
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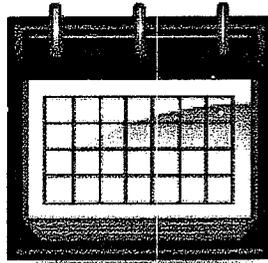
Manager's Report



June 2, 2010

City employees are continuing to be very busy, as we near summer. A considerable amount of maintenance is underway on parks, streets, and other City facilities. We have noted a slowdown in the amount of walk-in traffic at City Hall compared to previous years, but the use of City parks, ball fields, playgrounds, has not slowed, and traffic usage on City streets has not slowed. City Hall access has been hampered somewhat by the construction, but we are optimistic that the new parking lot will be complete sometime in July, thus making City Hall more accessible to citizens. My comments on various projects and programs are as follows:

Furlough Days – All City employees will be taking five furlough days this year. May 28th will be the first day, and some facilities including City Hall will be closed on that day. Several departments including Police and Utilities will have flexible schedules with respect to taking furlough days.



As you are all aware, the City has had to lay-off several employees due to financial constraints. We regret this decision was necessary, and it was a last resort option following all possible operational budget cuts. The City is doing everything it can to assist those laid-off, including extending health insurance benefits, and assisting them in finding other employment. We are hopeful that this will conclude budget cuts for 2010. We will remain vigilant with respect to our financial condition, and will keep you all informed. Thank you for the job you are doing, and your continued dedication to the community of Rifle.

Centennial Park – Progress on Centennial Park construction is going very well. The park is on schedule, and should be completed on time. Alex Briedis noted recently that the landscaping and sod work should be complete by August, and that the Westfest promoters will be using a portion of the park for the festival.

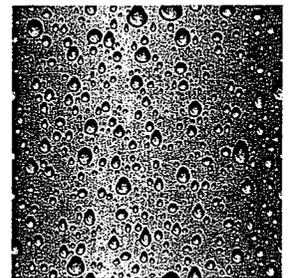


Medical Marijuana Legislation - HB 10-1284 has been approved by the Colorado Legislature, and should be signed by the Governor soon. It includes significant licensing requirements and other provisions that all medical marijuana dispensaries will be required to follow. I have requested that our staff provide the City Council with a complete briefing on this bill. We noted that in the past week, three additional application packets have been requested, and anticipate that these applications may be filed with the City within the next several weeks.

City Prosecutor Services – Council previously directed our staff to solicit proposals for municipal court prosecution services at mid-year. Proposals received will be utilized in the budget preparation process for the 2011 municipal budget. The RFP is prepared for this solicitation, and the advertising will begin within the next several weeks. Please note that the City has not bid this service since 2007.

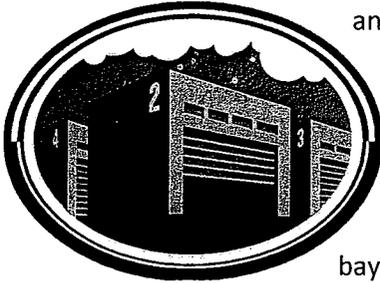
Local Preference Purchasing – I have nearly completed the work on the local preference regarding City purchases. We expect to have it in ordinance form and on the City Council agenda for the June 16th meeting.

Reverse Osmosis equipment storage – Recently the City Council approved purchase of a reverse osmosis filtration unit. This equipment can be used in a new water treatment plant when it is constructed. Utility Director Charlie Stevens has estimated that it may cost as much as \$40,000 to store the equipment for three years. We believe that it the period of time required to plan,



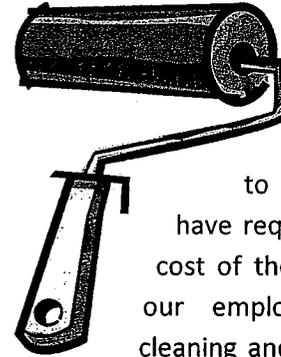
design, and develop a finance plan for the new plant may be about three years. The initial plan for storage calls for rental of a large warehouse type of building. However, I believe the City should consider these costs, versus the cost of expanding the Public Works shop by a 3rd bay, and store the equipment in the shop until it is needed. At the end of the storage period, the Public Works shop would have a 3rd bay to work on equipment or store sensitive equipment at night during winter months. The shop is presently at maximum capacity

and could use additional space. Lastly, the shop was originally designed to be expanded to the east with the addition of bays as needed, so the construction process would be relatively easy. Funds have not been budgeted for this project. However, one solution would be to utilize funds within the City's Capital fund for the initial construction. The cost of the expansion would be considered as a loan to the Utility Enterprise and the Public Works and Special Street Funds. These operations would repay the loan to the Capital Fund over time. Preliminary estimates by staff for a one bay expansion to the Public Works building are in the range of \$90,000 - \$125,000. I suggest to Council that we should analysis this possibility, as it may be a win-win opportunity.



the station at their cost. The County will require that the City enter into an agreement which details how our employees would use the system etc. This will be a fairly "minor" agreement as IGA's go. We believe the cost savings to the City will be substantial, and therefore are investigating this opportunity further.

City Hall Work – The 2010 budget included funds for minor work in the areas previously occupied by the Rifle Police Department. The area was to be renovated for offices, meeting rooms, and break rooms. Also, the



plans called for replacement of the emergency generator which is undersized. We have deferred this work due to budget limitations. However, I have requested that staff investigate the cost of the generator replacement. Also, our employees have completed some cleaning and painting in the area. We will continue to defer any major work until such time as the budget allows for it.

As always, please call me with your comments and questions.

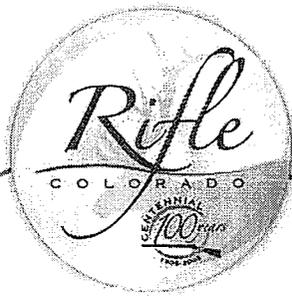
Thanks,

John

PAC System – The Water Utility has been operating the new powder activated carbon system at the Graham Mesa water treatment plant for the past two weeks. There are a number of "bugs" to be worked out with the new system, but staff advises me that it is operational, and they have noted that it is removing algae from the incoming raw water. We are optimistic that water quality in the system will be improved by this system.

Gas Purchasing – Garfield County is constructing a new fueling station at the Fairgrounds. This system will provided fuel for all County vehicles operating within the Rifle area. They have advised us that the City may purchase fuel from





MEMORANDUM

To: John Hier, City Manager
From: Mike Braaten, Government Affairs Coordinator
Date: May 21, 2010
Re: Staff update

Colorado "Sustainable Main Street Initiative" Update

A group including Michael Langhorne, Helen Rogers, Sally Brands, Nathan Lindquist and I attended the Sustainable Main Streets Initiative training in Golden on May 19th. We were welcomed by Susan Kirkpatrick, Director of the Colorado Department of Local Affairs and Lieutenant Governor Barbara O'Brien. As the community champion, Michael Langhorne gave a short overview of the community of Rifle and explained the projects and desired outcomes that the working group would like to see from this initiative. We also heard a presentation from person who first developed a similar program in Oregon and now works to replicated it in other states and communities and as a group, visited with 8-10 difference state agencies and divisions that explained how they may assist us in achieving our outcomes. Overall, a good training that better explained the program and the type of assistance we can expect to receive from the state.

One of the initial items recommended by the State Resource Team that met with us was to send a letter to the State Historical Fund Director to alert him to our selection as a Sustainable Main Street Community and reemphasize to him the high-level of community support and desire in pursuing the Ute Theater façade restoration and interior rehabilitation. A letter was sent to Mr. Steve Turner, State Historical Fund Director on May 21 and was copied to the Governor and DOLA Director Kirkpatrick.

The next meeting of the Rifle Sustainable Main Street Initiative group is scheduled for Wednesday June 9th 3-5 at City Hall. A major emphasis for this meeting will be pair the project list down and focusing on projects that could be completed by December.

Medical Marijuana Law - HB 10-1284

The Governor has said he will sign the new law governing medical marijuana distribution in Colorado. The bill was 78 pages and covered a gamut of issues. Specifically and of note for the City, the bill establishes three types of licenses that locals can permit: medical marijuana center (dispensaries), optional premise licenses (grow-operations) or infused product provider (edibles, etc.). The bill establishes dates that the existing operations need to comply with the new state regulations; any medical marijuana center (dispensary), grow-operation or infused product provider (edibles, etc.) in operation on July 1, 2010 will need to conform to the state licensing requirements by July 1, 2011. Also, by August 1 2010, dispensaries must register and pay their state application fee and by September 2010, dispensaries will be required to grow 70 percent of the marijuana they dispense (and certify that to the State). Also of note, it appears the grow operations must be located in the same jurisdiction in which

the dispensary operates – so if they operate in Rifle, they must grow 70 percent of the product they sell in Rifle. The bill also allows local governing boards to prohibit the cultivation or sale of medical marijuana within their jurisdiction.

The State Department of Revenue will be hiring enforcement agents to audit the centers and track the product from “seed to use.” The Department of Revenue will also be conducting emergency rulemaking to “fill-in” the regulations. More information regarding the implementation of the new law will be forthcoming.

Performance Contracting – Ennovate

Staff met with Ennovate to discuss their recommendations for improvements to various City Buildings. After reviewing their recommendations report, staff requested they provide more information on cost and payback of suggested improvements. They anticipate providing this requested information by early June.



ENGINEERING / PUBLIC WORKS / UTILITIES

PROJECT STATUS REPORT as of: 6/2/10

* = 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 new cost to finish design (after the 30% drawings are complete) is being developed by the Consultant because of a change in location, 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 system is operational with dosing occurring at 10 mg/l. The contract is complete.



PAC System Installation

Centennial Park Development

* Amphitheater construction is underway. Trails have poured except for connections between new and existing pathways. Bridge railings are being installed. Curbs and gutters at the east parking area have been completed. Irrigation service has been restored to the homes along Park Avenue. The project is about 58% complete. The Rifle Creek crossing at 5th Street will be closed for the month of May.



Amphitheatre Seating

Deerfield Park Planning

A first concept plan for the Park 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. *CDOT Transportation Commission has approved further development of the one-way couplet and a draft final report has been submitted for review to the city and CDOT .

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 is ready to bid after receiving assistance from the County.

Traffic Signal at 24th Street

*The contractor, under his warranty, has repaired the thermoplastic pedestrian crossing markings.

Trail Along Rifle Creek

*This project has been completed except for minor punch list items.



Completed Section of Rifle Creek Trail

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 now have the required Xcel meters. The Kiosk at the Parks Building has been installed. Contract is now complete.

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

*Proposals have been received for removal of Biosolids from the existing NWWTP. The City construction crew will decommission the South Wastewater Treatment Plant.

Water Sales Building

*Staff has received a proposal 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

*We have received a 30% design drawing on the reconstruction of Acacia Avenue from the south end to beyond 26th Street. South 7th Street from Taughenbaugh Boulevard to Garden Lane is still in the design process.

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. The trusses have been ordered and the walkway will be installed in the near future.

Development Projects

Staff is working on the following development projects:

Development projects on hold because of the present economic downturn:

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

Development projects presently under construction include:

- Western Rockies Credit Union (punch list item)
- Fire Station No. 3 (punch list items)
- Rifle Heights (re-vegetation required)
- Mackey Building (Enterprise Court)
- 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
Queen's Crown
Roan View Industrial Park
Rimrock
Eagles Nest
Trapper Hollow
North Pasture Commercial
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
Comcast cable installation along Airport Road

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

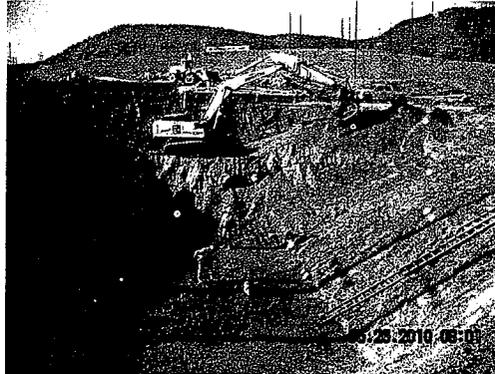
This facility is being constructed adjacent to and south of the Social Services Building at Railroad Avenue and 14th Street. The County has contributed funds to improve the intersection and move the traffic signal on the southwest corner to a location which would allow a larger turn radius. *The pole and mast for the traffic signal have been placed and are in operation. New handicap ramps and pedestrian crossings are being installed.



Signal Installation

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 90% complete. The sewer and water main along the realigned Airport Road have been completed. Airport Road between Baron Lane and CMC is presently being paved.



Box Culvert on Airport Road

Garfield County Airport Water and Sewer System Expansion

The new mains and services are now operational. The new sewer has been installed to service the hanger area and services are being connected. Smoke testing of existing services is underway. City will own, operate and maintain these facilities once complete.

Garfield County Library and Future Civic Center Complex

*The north wall of the parking garage and the double-T roof beams have been placed. The topping over the T beams was delayed and is now scheduled for the first week in June. The topping contains Hycrete, a waterproofing additive. The water main and hydrant on the east side on the east has been installed.



Preparations for Deck Pour at Parking Structure



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 26, 2010
RE: STAFF REPORT

Lexipol

During budget planning you will recall that we discussed a subscription to the Lexipol program which is a program that provides comprehensive up to date police policy and daily police training. Each policy will be researched and will meet current Federal and State law. We budgeted \$6000 for the program. We have been working with CIRSA over the last year to bring the program to Colorado. I am pleased to advise that we have completed the process and will begin implementation in the month of June. It is also exceptional news that CIRSA will help fund the program at 75% the first year, 50% the second year and 25% the third year with the subscriber taking on the cost after that time. Our first year cost will be \$1737.50. The implementation process will begin in June with full implementation by November of 2010.

This program should prove to be an invaluable tool for departments of our size that don't have dedicated administrative staff to maintain research and develop police policy that meets ongoing legal changes. More information about is available at www.lexipol.com.

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

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RIFLE POLICE DEPARTMENT

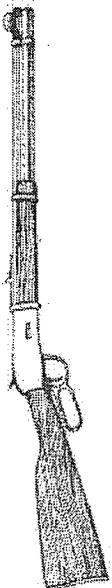
201 East 18th Street • Rifle, CO 81650-3237

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.





MEMORANDUM

PROVIDING
RISK
MANAGEMENT
SOLUTIONS

TO: CIRSA Member Chiefs of Police

FROM: Chris Krall, Deputy Executive Director *CK*

CC: CIRSA Loss Control Contacts

DATE: May 6, 2010

SUBJECT: Lexipol Program

The CIRSA Police Liability Committee established a goal to explore the feasibility of bringing the Lexipol program to Colorado. Lexipol is a leading national consulting firm that provides risk management services for law enforcement agencies. Organizations that have utilized their services have seen significant reductions in the frequency and severity of police liability claims. Dan Merkle, Lexipol CEO, spoke at several of our Committee meetings, and many of our member police departments have expressed a great deal of interest in Lexipol's policy manual and Daily Training Bulletins (DTB's).

We are pleased to announce that, as a benefit of your membership, the CIRSA Board of Directors approved a plan to help fund the Lexipol program for the next three years. CIRSA will pay for the cost of the Lexipol program for those members who chose to participate as follows:

*75% of member costs in 2010
50% of member costs in 2011, and
25% of member costs in 2012*

The Lexipol Program:

There are two main components of the Lexipol Program; the police policy manual and daily training bulletins. The policy manual consists of 140 comprehensive court tested policies that focus on officer safety and risk management. The policies are continually updated to reflect changes in federal and state laws and court decisions. Each agency will have the ability to customize their internal policies.

The daily training bulletins are e-mailed to all participants. They consist of 3-5 minute scenarios that focus on high risk liability areas, such as use of force and pursuit driving. Records are maintained via an online system that members have access to 24-7.

303 757-5475
800 228-7136
FAX 303 757-8950

3665 Cherry Creek North Drive
Denver, Colorado 80209

www.cirsa.org

A description of the Lexipol program is included in the attached *Scope of Services*. For more information about the Lexipol program, please go to their website at www.lexipol.com.

Program Costs:

The attached spreadsheet (*Colorado Agency Pricing – CIRSA 2010*) details the costs for the Lexipol program by the number of sworn officers. For example, for a police department with 1-5 sworn officers, the first year cost in 2010 for the policy manual and DTB's is \$4950. CIRSA will pay 75% of the first year costs, or \$3,712.50 and the member will be responsible for paying the remaining \$1237.50.

In 2011, for a department with 1-5 sworn officers, the annual policy update fee plus DTB's will total \$2,950. CIRSA will pay 50% of this cost, or \$1,475, and the member would pay the other half. In 2012, CIRSA will pay 25% of member costs.

After 2012, members will need to budget and pay for program fees on their own.

Program Implementation:

Program implementation is an approximate 5 month process that will begin in June and end in November, 2010. Attached is the *Implementation Timeline*. A Peer Review Group (PRG) made up of 20-30 law enforcement professionals and legal advisors will work with Lexipol staff to customize policies that reflect Colorado laws and court decisions.

The first meeting of the PRG is scheduled for *Monday, June 14th* from 9:00 a.m. to 5:00 p.m. at the CIRSA office, 3665 Cherry Creek North Drive, Denver CO. After the initial meeting, communications regarding the policy development will take place via the internet and e-mail.

We need volunteers to sit on the PRG. Please call or e-mail me ASAP with the name, phone number and e-mail address for anyone in your department who would like to participate.

CIRSA will reimburse member travel expenses for Peer Review Group meetings per the provisions of our Travel Reimbursement Policy.

Around November 1, 2010, the State Master Policy Manual Content will be released. DTB's will become available approximately 60 days later. Those members who wish to participate in the program will need to sign an agreement with Lexipol. First year fees will also be due at that time. Lexipol will work with individual law enforcement agencies

to implement the policy manual. Each agency will have the ability to customize their policies.

Member Participation:

Member participation in the Lexipol program is voluntary. Insurance coverage's will not be affected by your decision to participate or not.

FOR THOSE MEMBERS WHO WOULD LIKE TO PARTICPATE IN THE LEXIPOL PROGRAM, PLEASE COMPLETE THE ATTACHED FORM AND RETURN IT TO CIRSA BY JUNE 15, 2010.

If we do not hear from you by that time, we will presume that you are not interested in participating in the Lexipol program in 2010. You will have the opportunity to join in future years, but CIRSA will fund a lesser amount of member program fees in 2011 and 2012.

We appreciate your interest in the Lexipol program. If you have any questions please e-mail me at chris@cirsa.org or call me at 800-228-7136.



Lexipol LLC
6B Liberty #200
Aliso Viejo, CA 92656
Tel: 949-484-4444
Fax: 949-484-4443

Scope of Services

12 month Policy Development Subscription

Lexipol will provide full access for one year to our proprietary online policy development system. The system includes a comprehensive questionnaire defining the nomenclature, structure and scope of mission of the agency. Completion of the questionnaire prompts the selection of content for a Draft of the Policy Manual. The content of the Draft is color coded to indicate the origin and relative importance of the selected content: red- federal statute and case law, orange-state statute and case law, yellow-best practices, & green- discretionary policies. Editing features include adding new policies, selecting from existing optional policies from Lexipol, deletion of suggested content, addition of clarifying sections or sub-sections through out the entire manual. Adoption of the final content triggers publication delivered by PDF file and bound hard copies. Adoption also creates the initial archiving record tracking of all future changes with time-date stamps. Lexipol's staff is available during normal working hours by phone and email along with online help features to assist the agency with all questions. Subscribers have full access to the Lexipol Online Forum site where additional information concerning Public Safety Policy is archived as well as access to current discussion boards.

12 month Policy Update Subscription

Lexipol will provide full access for one year to our proprietary policy update system. This service includes: 1) Urgent updates prompted by changes to policy we believe need immediate adoption, 2) Agency generated changes addressing the normal evolution of an agency, 3) Maintenance updates are released semi-annually including all new policies and changes developed since the last update. Full editing capabilities are available 24/7. Archiving of all changes is time-date stamped. Lexipol's staff is available during normal working hours by phone and email along with online help features to assist the agency with all questions. Subscribers have full access to the Lexipol Online Forum site where additional information concerning Public Safety Policy is archived as well as access to current discussion boards.

12 Month Daily Training Bulletin Subscription (DTB)

Lexipol will provide 365 unique scenario-driven training bulletins focused on topics of high risk, low frequency and policy changes. An agency receives one month of Training Bulletins in advance of the beginning of the month. The mix of topics is based on the agency's risk profile and is revised to reflect current events and policy changes. Each bulletin describes a brief scenario and officer actions. The next section references the agency's policy guiding behavior for this incident. The next section analyzes why this policy would apply. The bulletin concludes with a lesson for the day. Upon completion of the training either in a group setting or individually, the officer logs onto the Lexipol web site and answers a brief T/F or multiple choice question. If the answer is incorrect, the officer is prompted to reconsider. Final choice is recorded in the data base owned by the agency. The agency administrator has access to pull reports from the data base.



Lexipol

Partners Against Risk

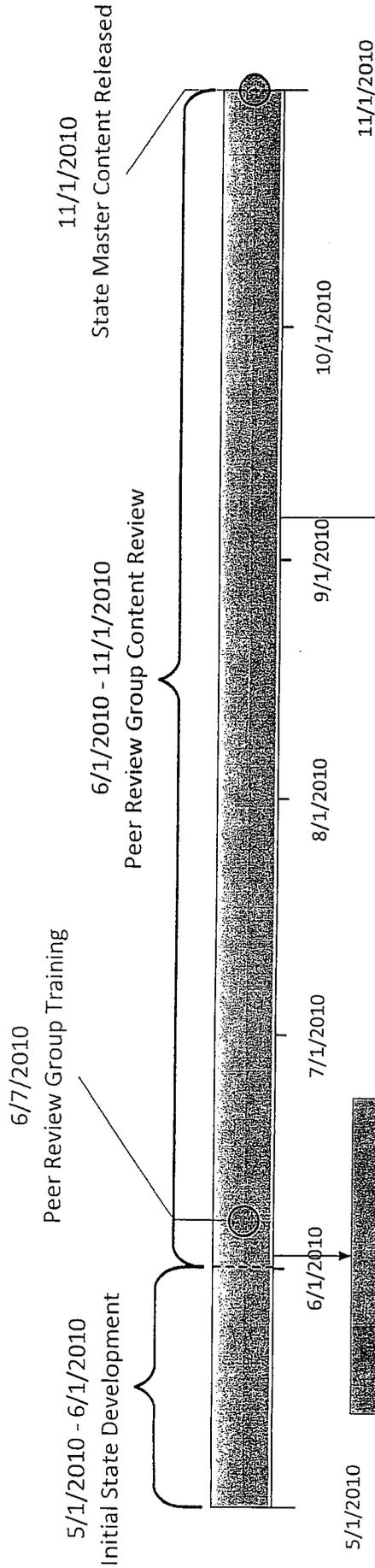
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Colorado Agency Pricing – CIRSA 2010

	1-5	6-10	11-15	16-25	26-50	51-75	76-100	101-150	151-200	201-300	301-500	501-700	701-1000	1000-2000
Sworn Officers														
1st Year Fee Including DTB	\$4,950	\$5,450	\$5,950	\$6,950	\$7,950	\$8,950	\$9,950	\$12,950	\$14,950	\$17,950	\$21,950	\$24,950	\$29,500	\$34,950
Annual Policy Update Fee	\$1,950	\$2,450	\$2,850	\$3,200	\$3,600	\$3,900	\$4,500	\$5,200	\$5,500	\$6,200	\$6,900	\$7,500	\$8,500	\$9,950
Daily Training Bulletin (DTB)	\$1,000	\$2,000	\$2,700	\$5,400	\$7,200	\$9,000	\$12,500	\$16,000	\$22,000	\$27,000	\$36,000	\$42,000	\$56,000	\$65,000



Lexipol, LLC Colorado Implementation Timeline



5/1/2010

6/1/2010

7/1/2010

8/1/2010

9/1/2010

10/1/2010

11/1/2010

During the initial state development cycle Lexipol prepares the state master content so it can be reviewed by the Peer Review Group, which is made up of in-state subject matter experts from law enforcement, corrections, POST, legal advisors, training and others. The process continues throughout the PRG's review period and beyond.

The Peer Review Groups (PRG) primary role, as identified in the Lexipol Peer Review Guide, is to review, analyze and offer suggestions and recommendations on the work authored by Lexipol staff. To perform this task effectively the PRG should be comprised of a balanced representation of subject matter experts from throughout the state.

Notes:

The development cycle depicted above may vary between 18 and 22 weeks depending upon variables such as holiday schedules and special events in Colorado, as well as availability of the PRG members. The Lexipol team will work with the state representatives to release the master content in conjunction with any planned special event. Lexipol would like to schedule the PRG training day in the first two weeks in June.

OFFICE OF GOV. BILL RITTER, JR.
WWW.COLORADO.GOV/GOVERNOR

FOR IMMEDIATE RELEASE
MONDAY, MAY 17, 2010

CONTACTS

Todd Hartman, GEO, 303-866-2262, todd.hartman@state.co.us
Stacey Simms, GEO, 303-866-2308, stacey.simms@state.co.us
Natalia Swalnick, Clean Cities Coalition, 303-847-0271, nswalnick@lungcolorado.org

**GOV. RITTER AWARDS \$800K TO BOOST NATURAL GAS AS
TRANSPORTATION FUEL**

Gov. Bill Ritter announced today the awarding of two grants totaling nearly \$800,000 to increase the use of natural gas as a transportation fuel. The Recovery Act-supported grants will help create and retain jobs, strengthen Western Slope communities, increase energy independence and address climate change.

“Fueling fleets and heavy-duty vehicles with compressed natural gas creates another market for Colorado’s homegrown energy and continues to advance the state as a national leader in the New Energy Economy,” Gov. Ritter said. “These grants will make it easier for local governments and energy companies to fuel their vehicles with CNG, reducing the use of foreign oil and increasing our energy independence, while also making our air cleaner.”

The grants are being administered through the Governor’s Energy Office. One grant will provide \$120,000 to the city of Grand Junction to complete a CNG fueling station for use by the city’s natural gas-powered fleet vehicles, as well as CNG-powered vehicles for use by other fleets. The city has purchased four CNG-powered garbage trucks and Grand Valley Transit is purchasing two natural gas-powered buses that will benefit from the fueling station.

A second grant will provide \$675,285 to Rocky Mountain Alternative Fueling (RMAF) to develop a CNG fueling station and associated infrastructure in Rifle near Interstate 70. The station will serve the public, as well as CNG-powered fleet vehicles owned by Garfield County, Colorado Mountain College and vehicles owned by several oil and gas companies in the region. Both grants are conditional pending state and federal permits and other contracting requirements.

The Rifle station will complement another CNG station under development by RMAF in Parachute, 17 miles west. The two stations will give local CNG-powered fleets more flexibility as to where they can fuel up. The Rifle station also will help open up more of the I-70 corridor to CNG-fueled vehicles.

“Encouraging natural gas as a transportation fuel is great for Colorado, and we commend the Governor’s Energy Office for their award in this area,” said Tisha Schuller, president of the Colorado Oil & Gas Association. “Natural gas vehicles reduce air pollution, create jobs in

Colorado, and decrease our dependence on foreign oil. Congratulations to the City of Grand Junction and Garfield County on this important milestone.”

Substituting natural gas for petroleum brings environmental benefits. Powering vehicles with CNG reduces greenhouse gas emissions 21 percent to 26 percent, according to the U.S. Department of Energy. Vehicles running on CNG also produce fewer emissions that contribute to ground-level ozone, a pollution problem in several regions of Colorado.

“Stakeholders from across Colorado have been working together through the Colorado Natural Gas Vehicle Coalition (CNGVC) to strategically site natural gas fueling locations,” said Natalia Swalnick, air quality/clean cities manager at the American Lung Association in Colorado. The American Lung Association is home to both the CNGVC and Denver Metro Clean Cities Coalition. “The CNGVC has been laying the foundation for natural gas by coupling planned infrastructure with vehicle commitments from local fleets.”

"Momentum for natural gas vehicles is building here in Western Colorado. When strong leadership at the City of Grand Junction and Garfield County combines with the Governor's vision for a cleaner transportation sector, Western Colorado's first CNG fueling station is the result," said David Ludlam, director of Western Slope COGA.

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