



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

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**REGULAR MEETING
August 18, 2010**

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

- 6:00 P.M. Fairway Avenue Discussion
- 6:40 P.M. Summit Preschool Tap Fees
- 8:40 P.M. New Ute Theater Society (NUTS)

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

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

- 7:00 p.m. 1. Regular Meeting Call to Order and Roll Call
- 7:03 p.m. 2. Consent Agenda
 - A. Minutes from the August 4, 2010 Regular Meeting
 - B. Liquor License Renewal for Moose Lodge
 - C. June Financial Report
 - 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)
- 7:20 p.m. 5. Public Hearing: Cayton Ranger Station Foundation (for GRHD) Special Event Liquor License Application for Grand Wine Affair (Kristy Christensen)
- 7:30 p.m. 6. Public Hearing: Second Amendment to Watershed District Permit No. 1-99 (EnCana Oil & Gas, USA, Inc. Beaver Creek Operations)
- 7:40 p.m. 7. Resolution 18-10: North Pasture, Filing No. 5 Minor Subdivision (Nathan Lindquist)
- 7:55 p.m. 8. Ordinance 11-10: Adoption of 2010 Model Traffic Code (Jim Neu)
- 8:05 p.m. 9. Intergovernmental Agreement with Garfield School District No. RE-2 for The Randolph Avenue Connection Easement to Centennial Park (Jim Neu)
- 8:10 p.m. 10. Fairway Avenue Access Line Break Deeds (Jim Neu)
- 8:15 p.m. 11. Approval to pursue an Administrative grant request to DOLA (Mike Braaten)
- 8:20 p.m. 12. Administrative Reports
 - A. City Manager Report
 - B. Other Reports
- 8:30 p.m. 13. Comments from Mayor and Council
- 8:40 p.m. 14. Workshop: New Ute Theatre Society (NUTS) update (Gil Frontella)

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

Next Regular Council Meeting: September 1, 2010 at 7:00 p.m.



RIFLE CITY COUNCIL MEETING

Wednesday, August 4, 2010

REGULAR MEETING

7:00 p.m. * Council Chambers

The regular meeting of the Rifle City Council was called to order at 7:02 p.m. by Mayor Keith Lambert.

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

OTHERS PRESENT: John Hier, City Manager; Wanda Nelson, City Clerk; Kristy Christensen, Deputy City Clerk; Jim Neu, City Attorney; Michael Churchill, Cable 10; Charlie Stevens, Utility Director; Mike Braaten, Government Affairs Coordinator; Charles Kelty, Finance Director; John Scalzo; Lisa Cain; Tim Cain; Annick Pruet; Patty Lambert; Deb Bath; Susan Birdsey; Steve Kaufman; Lynne Miller.

CONSENT AGENDA

MINUTES FROM THE JULY 21, 2010 REGULAR MEETING; MINUTES FROM THE JULY 21, 2010 SPECIAL MEETING; CITY CLERK APPOINTMENT; ELKS CORPORATE REPORT OF CHANGES; JUNE SALES TAX REPORT; ACCOUNTS PAYABLE

Councilor Rice excused himself from voting on both minutes. Councilor Lambert moved to approve the Consent Agenda; seconded by Councilor.

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

CITIZEN COMMENTS AND LIVE CALL-IN

Patty Lambert thanked Ms. Nelson for her help over the years, and congratulated Lisa Cain for her appointment as Clerk.

Mr. Scalzo presented a picture of the Veteran's Memorial. He also addressed the flashing lights in town. Mr. Scalzo also stated that there were many vendors at the Silt Hey Days.

Mayor Lambert and Council presented a plaque to Ms. Nelson for her years of service to the City.

ACTION ON WORKSHOP ITEMS

Mayor Lambert stated that Appointments to the Visitor Improvement Fund (VIF) Advisory Board were discussed during the workshop. Councilor Miller moved to appoint the current incumbents Scott Becker and Jim Voorhies to the Board; seconded by Councilor Lambert.

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

Councilor Miller moved to nominate the two remaining candidates, Susan Alvis-Nichols and Ryan Mackley, for consideration; seconded by Councilor Lambert.

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

Council voted by ballot, the Clerk tallied the results, and the Mayor announced that Ryan Mackley has been appointed to the Board as alternate.

Rifle City Council Meeting, August 4, 2010

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

THEATRE LEASE

Mr. Neu reported that two groups – New Ute Theatre Society (NUTS) and the Rifle Theatre Corporation – are working with the City on renovating and operating the Rifle Creek Theatre. The mission of NUTS is to renovate the theatre, and they have done some fundraising for these costs. Unfortunately, a recent grant submitted to the State Historic Society was not approved, so NUTS will continue its fundraising efforts. The Rifle Theatre Group is proposing to operate the theatre once the renovations are complete. Both groups have draft plans for the renovation and operation. Councilor Thompson moved to approve the Leases contingent upon staff approval of the renovation and operation plans; seconded by Councilor Miller.

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

PUBLIC HEARING: SPECIAL EVENT LIQUOR LICENSE APPLICATION CHAMBER OF COMMERCE

Mayor Lambert opened the public hearing. Applicants Annick Pruett and Patty Lambert were sworn in. Council heard this item at its July 7th Council Meeting; however, GRHD does not have the documentation required by the State to receive a permit, so the Chamber agreed to be apply for the Permit. This event is for a VIP party for Westfest at the hospital on August 12. Ms. Nelson stated that the hearing was properly noticed, the application is complete, and the fees have been paid. Councilor Miller moved to approve the Application; seconded by Councilor Thompson.

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

PUBLIC HEARING: FIRST READING OF ORDINANCE 11-10: ADOPTION OF THE 2010 MODEL TRAFFIC CODE

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO REPEALING AND REENACTING CHAPTER 8, ARTICLE I OF THE RIFLE MUNICIPAL CODE TO ADOPT BY REFERENCE THE 2010 EDITION OF THE MODEL TRAFFIC CODE FOR COLORADO; REPEALING ALL ORDINANCES OF THE CITY OF RIFLE, COLORADO, IN CONFLICT THEREWITH; AND PROVIDING PENALTIES FOR VIOLATION THEREOF.

Mayor Lambert opened the public hearing. Mr. Neu explained that Chapter 8, Article I of the Rifle Municipal Code (“RMC”) currently incorporates by reference, with revisions, the 2003 Model Traffic Code. In 2010, the Colorado Department of Transportation issued a new Model Traffic Code (“MTC”) for adoption by Colorado communities. The 2010 MTC does not diverge sharply from the 2003 edition but has been updated to reflect evolving law enforcement and public works needs and concerns. Police Chief Daryl Meisner headed staff efforts to review and adopt City-specific revisions to the 2010 MTC, resulting in Ordinance No. 11, 2010. The 2010 MTC will be adopted by reference, which means that only the amendments and implementing measures are listed in the RMC. A copy of the full 2010 MTC is available for review or purchase at City Hall. Pursuant to C.R.S. §31-16-203, which governs adoption of codes by reference, the first reading of the Ordinance will be a public hearing. In accordance with statutory requirements, the City Clerk published notice of the MTC public hearing in the Citizen Telegram on July 16 and July 23, 2010. On another procedural note, the statute also specifies that the Ordinance will be effective thirty days after passage, so the Police Department will continue to enforce the 2003 MTC until mid-September. Councilor Winkler moved to approve Ordinance 11-10 on first reading as presented and ordered it to be published by title as required by Charter; seconded by Councilor Rice.

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

AFTER SCHOOL PROGRAM

Mayor Lambert noted this item was scheduled on Council's previous agenda; however, the applicants were unable to attend that meeting. Appearing tonight for the discussion of an after school program were Steve Kaufman, Debbie Bath, and Susan Birdsey. Mr. Kaufman noted he is requesting support from City Council for an after school program for the middle schools. Garfield County has tentatively committed \$30,000 for this program. Councilor Winkler moved to support the After School Program; seconded by Councilor Miller. The motion passed unanimously.

RESOLUTION 17-10: ADOPTING THE CALENDAR FOR THE 2011 BUDGET

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, ADOPTING THE CALENDAR FOR THE 2011 BUDGET

Mr. Kely explained that Resolution 17-10 sets the calendar for the 2011 Budget. Councilor Lambert moved to approve Resolution 17-10; seconded by Councilor Rice.

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

PURCHASE OF ELECTRIC VEHICLES

Mr. Hier reported that the City received a grant from the GNECI in the amount of \$75,000 for the purchase of electric vehicles. Staff has been test driving various electric vehicles from three vendors, and recommends the purchase of four vehicles (two trucks, a van, and a three-wheel sedan) from Aspen Electric Vehicles. Councilor Rice moved to purchase four vehicles from Aspen Electric in an amount not to exceed \$48,375; seconded by Councilor Miller.

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

NORTH WASTEWATER LAGOON BIOSOLIDS REMOVAL CONTRACT ADDENDUM NO. 2

Mr. Neu noted that the City Council recently awarded a bid to Parker Ag Services, Inc. to reclaim the City's North Wastewater Treatment Plant Lagoons. Since that time, the Contactor has been unable to provide the Payment and Performance Bonds required by the Contract, the Public Works Manual and the Rifle Municipal Code because it has outstanding bonds on other projects that limits its current bonding capacity. Parker Ag Services was the only respondent to the City's request for proposals for the Project. City staff has been working with the Contractor and recommends that the City Council waive the Payment and Performance Bond requirements pursuant to the terms and conditions in the enclosed Addendum No. 2 to the 2010 Biosolids Project Agreement. The Project entails removing the biosolids from the three lagoons at the old north wastewater treatment plant and land applying or otherwise legally disposing of the material. The Contractor will not be utilizing any subcontractors or materials for which the Payment Bond secures payments. In addition, there are no structures being built for which a Performance Bond is needed- if the Contractor stops working, the City only pays for the work completed and would hire another contractor to complete the work without any real damage to the City. Therefore, this waiver does not pose much risk to the City as it would for a normal capital project. In consideration for the waiver, the City will retain 30% of all draw requests as security that the Project is proceeding pursuant to the Contract. Upon the State's inspection of final reclamation of each lagoon, the City will disburse the retainage with the final payment. This is an unusual request but staff does not want to re-bid the Project and believes Addendum No. 2 adequately protects the City. Councilor Miller moved to approve the Addendum; seconded by Councilor Thompson.

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

ADMINISTRATIVE REPORTS

Mr. Hier reported on: work at the south wastewater treatment plant lagoon; flooding in Rifle Creek; completion of the parking garage; 2011 budget; Downtown events during Westfest; City water supply; Fairway Avenue; Energy Innovation Park. Mr. Braaten discussed the possibility of an administrative grant from DOLA for the Health + Wellness Center.

COMMENTS FROM MAYOR AND COUNCIL

CONGRATULATIONS AND GOOD LUCK!

Council congratulated Lisa Cain for her appointment at incoming City Clerk. Council thanked Ms. Nelson for her service to the City.

DOWNTOWN FESTIVAL

Councilor Sanborn invited everyone to participate in the events being held downtown during Westfest.

CROSS COUNTRY TREKKER

Councilor Sanborn described her interaction with a man who recently visited Rifle on horseback. He is embarked on a cross country trek to raise money for children needing organ transplants.

KUDOS TO RIFLE POLICE DEPARTMENT

Councilor Lambert congratulated the Rifle PD for their acts of bravery in apprehending a dangerous escapee that had fled through Rifle.

NOVEMBER BALLOT MEASURES

Councilor Rice stated that he was not at the previous Council meeting, where a resolution was passed in opposition to three ballot measures. Councilor Rice noted his support of this resolution as well, and sees the ballot measures as reckless.

RHS BEARS CAMP

Councilor Rice invited children in first – six grades to participate in an upcoming football camp at the high school.

ARTILLUMA

Councilor Thompson noted that Artilluma has recently purchased the Dance Academy. Artilluma has videos on their website www.artilluma.com for viewing.

THANK YOU!

As this was her last Council meeting, Mayor Lambert gave Ms. Nelson the opportunity to have the last word. Ms. Nelson thanked the community, City Council, and City staff for eight wonderful years.

Meeting adjourned at 9:12 p.m.

Wanda Nelson
City Clerk

Keith Lambert
Mayor



Memo

To: John Hier, City Manager
From: Kristy Christensen, City Clerk
Date: Monday, August 02, 2010
Subject: Liquor License Renewal(s)

LIQUOR LICENSE RENEWALS HAVE BEEN RECEIVED FOR:

Loyal Order of Moose
133 East 3rd Street

Type of License: Club Liquor License

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).





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MEMORANDUM

To: John Hier, City Manager
From: Charles Kelty, Finance Director *ck*
Date: August 11, 2010
Subject: June 2010 Financial Reports

Attached are the financial reports for the six months ending June 30, 2010. Below are a few comments.

Page 3 **General Fund Revenues** – Total revenues were \$3,786,817, which compared to the prior year of \$3,874,358 is \$87,541 and 2% less. Sales Tax revenues were 7% less than the prior year. Building and Motor Vehicle Use Tax was 43% less than the prior year.

General Fund Expenditures – Total expenditures are \$3,483,349, which compared to the prior year of \$3,972,331 is \$488,982 and 12% less.

Page 4 **Parks & Recreation Fund Revenues** – Total revenues are \$1,053,222, which compared to the prior year of \$1,514,476 is 31% less. Sales Tax revenues were 7% less than the prior year. Building and Motor Vehicle Use Tax was 43% less than the prior year.

Parks & Recreation Fund Expenditures – Expenditures are \$2,173,516, which compared to the prior year of \$3,098,352 is \$924,836 and 30% less.

Page 5 **Water Fund Revenues** – Overall, revenues are \$1,220,071, which compared to the prior year of \$1,229,487 is \$9,416 and 1% less. Operating revenues were 11% higher than the prior year amount. Water rights revenues were \$39,034 higher than prior year. Capital revenues were 72% less than the prior year.

Water Fund Expenses – Total expenses are \$1,410,815, which compared to the prior year of \$1,497,396 is \$86,581 and 6% less. Operation and Maintenance expenses are 19% less than prior year. Water rights expenses were 77% higher than prior year. Water System Improvements (Capital) expenses were 19% higher than prior year.

Page 6 **Wastewater Fund Revenue** – Total revenues are \$1,301,077, which compared to the prior year of \$1,601,332 is \$300,255 and 19% less. Operating revenues were 2% less than the prior year. Capital Revenues were 90% less than the prior year.



Wastewater Expenses – Total expenses were \$1,194,490, which compared to the prior year of \$6,844,532 is \$5,650,042 and 83% less. Operating and Maintenance expenses are higher by 9% compared to the prior year. Sewer System Improvements (Capital) expenses were 95% less than the prior year.

Page 7 **Sanitation Fund Revenues** – Total revenues are \$287,478, which compared to the prior year amount of \$283,945 is \$3,533 and 1% higher.

Sanitation Fund Expenses – Total expenses are \$229,858, which compared to the prior year amount of \$233,290 is \$3,432 and 1% less.

Pages 8 **Visitor Improvement Fund** – Total revenues are \$59,329, which compared to the prior year amount of \$86,130 is \$26,801 and 31% less. Total expenses are \$50,699, which compares to the prior year amount of \$126,820 is \$76,121 and 60% less.

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 6 MONTHS ENDING JUNE 30, 2010

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
GENERAL REVENUES	7,875,577.00	835,911.25	3,786,817.23	4,088,759.77	3,874,357.80
	7,875,577.00	835,911.25	3,786,817.23	4,088,759.77	3,874,357.80
<u>EXPENDITURES</u>					
MAYOR/COUNCIL	69,862.00	6,985.24	30,088.38	39,773.62	34,678.78
CITY CLERK	161,494.00	9,876.23	61,337.29	100,156.71	77,568.30
MUNICIPAL COURT	184,796.00	13,676.35	87,320.15	97,475.85	78,226.13
CITY MANAGER	217,880.00	12,595.30	98,522.57	119,357.43	102,481.27
GOVERNMENT AFFAIRS	169,640.00	9,737.13	66,667.98	102,972.02	64,022.50
FINANCE	439,037.00	32,542.55	229,870.96	209,166.04	233,837.49
ATTORNEY	330,500.00	30,937.00	120,201.63	210,298.37	174,177.47
PLANNING/ZONNING	580,041.00	35,892.34	217,034.70	363,006.30	329,706.29
INFORMATION SERVICES	.00	.00	.00	.00	107,562.33
CITY HALL	155,638.00	10,695.18	58,044.31	97,593.69	66,231.48
GROUNDS AND FACILITY MAINT.	71,065.00	3,964.67	26,089.58	44,975.42	28,524.59
COMMUNITY ACCESS TV	109,717.00	8,888.88	52,220.75	57,496.25	54,363.33
POLICE	2,425,259.00	146,064.80	1,006,154.56	1,419,104.44	1,116,183.30
JUSTICE CENTER BLDG. OPERATION	366,148.00	7,258.94	177,781.37	188,366.63	186,699.79
BUILDING INSPECTIONS	253,131.00	9,800.15	97,830.45	155,300.55	139,409.87
STREETS	856,429.00	62,527.68	391,724.93	464,704.07	429,405.95
CONSTRUCTION CREW - INHOUSE	218,470.00	10,607.26	84,129.52	134,340.48	110,031.13
PUBLIC WORKS	258,720.00	20,969.35	136,511.71	122,208.29	116,113.38
ANIMAL SHELTER	97,233.00	6,535.63	43,914.39	53,318.61	49,976.38
CEMETERY O & H	68,828.00	4,313.78	27,711.23	41,116.77	32,639.98
SENIOR CENTER	434,857.00	30,128.68	240,774.15	194,082.85	208,510.91
NON DEPARTMENTAL	582,445.00	16,888.69	224,795.55	357,649.45	207,994.39
HOUSING AUTHORITY	51,731.00	.00	4,623.10	47,107.90	23,986.28
OPERATING TRANSFERS OUT	175,000.00	.00	.00	175,000.00	.00
	8,277,921.00	490,885.83	3,483,349.26	4,794,571.74	3,972,331.32
	(402,344.00)	345,025.42	303,467.97	(705,811.97)	(97,973.52)

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 6 MONTHS ENDING JUNE 30, 2010

PARKS & RECREATION

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
PARKS AND REC REVENUE	3,819,328.00	272,250.36	1,053,221.64	2,766,106.36	1,514,476.18
	3,819,328.00	272,250.36	1,053,221.64	2,766,106.36	1,514,476.18
<u>EXPENDITURES</u>					
RECREATION	560,821.00	45,107.10	241,472.63	319,348.37	254,232.51
POOL	228,690.00	57,833.33	79,658.20	149,031.80	118,070.25
PARK MAINTENANCE	948,707.00	76,432.17	345,088.16	603,618.84	360,350.56
PARKS CAPITAL	3,177,388.00	302,067.58	1,433,067.34	1,744,320.66	2,316,353.89
NON-DEPARTMENTAL	90,979.00	2,698.21	40,771.02	50,207.98	15,886.00
OPERATING TRANSFER OUT	66,917.00	5,576.42	33,458.52	33,458.48	33,458.52
	5,073,502.00	489,714.81	2,173,515.87	2,899,986.13	3,098,351.73
	(1,254,174.00)	(217,464.45)	(1,120,294.23)	(133,879.77)	(1,583,875.55)

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CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 6 MONTHS ENDING JUNE 30, 2010

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WATER REVENUE	2,461,770.00	306,381.10	1,119,227.39	1,342,542.61	1,008,027.57
WATER RIGHTS REVENUE	45,130.00	16,823.62	37,257.61	7,872.39	(1,776.88)
CAPITAL REVENUE	920,004.00	2,300.80	63,585.51	856,418.49	223,236.15
	<u>3,426,904.00</u>	<u>325,505.52</u>	<u>1,220,070.51</u>	<u>2,206,833.49</u>	<u>1,229,486.84</u>
<u>EXPENDITURES</u>					
WATER O&H	2,423,962.00	190,198.85	851,334.92	1,572,627.08	1,051,307.67
WATER RIGHTS	152,500.00	6,745.87	84,179.35	68,320.65	47,447.37
WATER SYSTEM IMPROVEMENTS	1,130,090.00	99,922.35	475,301.09	654,788.91	398,641.13
	<u>3,706,552.00</u>	<u>296,867.07</u>	<u>1,410,815.36</u>	<u>2,295,736.64</u>	<u>1,497,396.17</u>
	<u>(279,648.00)</u>	<u>28,638.45</u>	<u>(190,744.85)</u>	<u>(88,903.15)</u>	<u>(267,909.33)</u>

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 6 MONTHS ENDING JUNE 30, 2010

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
WASTE WATER REVENUE	2,557,875.00	218,338.35	1,271,815.52	1,286,059.48	1,294,764.86
WASTE WATER REVENUE	184,395.00	5,565.07	29,261.25	155,133.75	306,566.91
	<u>2,742,270.00</u>	<u>223,903.42</u>	<u>1,301,076.77</u>	<u>1,441,193.23</u>	<u>1,601,331.77</u>
<u>EXPENDITURES</u>					
SEWER O&H	2,761,243.00	38,319.14	906,700.10	1,854,542.90	834,824.76
SEWER SYSTEM IMPROVEMENTS	654,400.00	17,673.20	287,789.93	366,610.07	6,009,707.08
	<u>3,415,643.00</u>	<u>55,992.34</u>	<u>1,194,490.03</u>	<u>2,221,152.97</u>	<u>6,844,531.84</u>
	<u>(673,373.00)</u>	<u>167,911.08</u>	<u>106,586.74</u>	<u>(779,959.74)</u>	<u>(5,243,200.07)</u>

CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 6 MONTHS ENDING JUNE 30, 2010

SANITATION FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
SANITATION FUND	583,932.00	48,574.13	287,478.02	296,453.98	283,944.63
	583,932.00	48,574.13	287,478.02	296,453.98	283,944.63
<u>EXPENDITURES</u>					
SANITATION	697,400.00	45,145.89	229,857.75	467,542.25	233,289.97
	697,400.00	45,145.89	229,857.75	467,542.25	233,289.97
	(113,468.00)	3,428.24	57,620.27	(171,088.27)	50,654.66

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CITY OF RIFLE
 FUND SUMMARY WITH COMPARISON TO PRIOR YEAR
 FOR THE 6 MONTHS ENDING JUNE 30, 2010

VISITOR IMPROVEMENT FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	BUD REMAINING	PRIOR YTD ACT
<u>REVENUE</u>					
VISITOR IMPROVEMENT	171,151.00	13,467.73	59,328.54	111,822.46	86,130.10
	171,151.00	13,467.73	59,328.54	111,822.46	86,130.10
<u>EXPENDITURES</u>					
VISITOR IMPROVEMENT	338,255.00	10,206.54	50,699.15	287,555.85	126,819.76
	338,255.00	10,206.54	50,699.15	287,555.85	126,819.76
	(167,104.00)	3,261.19	8,629.39	(175,733.39)	(40,689.66)

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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
08/10	08/06/2010	47612	6034	Beard Hayley	080510	1	210-4512-400-5	.00	400.00
Total 47612:								.00	400.00
08/10	08/06/2010	47613	4121	Cebt	080110	1	100-202-007	.00	71,653.06
08/10	08/06/2010	47613	4121	Cebt	080110	2	210-202-007	.00	12,355.38
08/10	08/06/2010	47613	4121	Cebt	080110	3	310-202-007	.00	14,548.52
08/10	08/06/2010	47613	4121	Cebt	080110	4	320-202-007	.00	3,926.19
08/10	08/06/2010	47613	4121	Cebt	080110	5	330-202-007	.00	1,015.08
08/10	08/06/2010	47613	4121	Cebt	080110	6	610-202-007	.00	1,595.08
08/10	08/06/2010	47613	4121	Cebt	080110	7	620-202-007	.00	3,190.16
08/10	08/06/2010	47613	4121	Cebt	080110	8	100-202-007	.00	3,805.82
Total 47613:								.00	112,089.29
08/10	08/06/2010	47614	6020	CMCA	080510	1	100-4114-400-5	.00	35.00
Total 47614:								.00	35.00
08/10	08/06/2010	47615	5268	COLO ASSOC OF VET TECHNIC	070110	1	100-4210-400-5	.00	124.00
Total 47615:								.00	124.00
08/10	08/06/2010	47616	3201	Colorado Custom Cycles	072910	1	210-4512-400-6	.00	465.00
Total 47616:								.00	465.00
08/10	08/06/2010	47617	6054	Colorado Youth Soccer	080510	1	210-4512-400-5	.00	467.00
Total 47617:								.00	467.00
08/10	08/06/2010	47618	3015	Kroger/King Sooper Cust Charge	000000 0803	1	100-4514-400-6	.00	.83
08/10	08/06/2010	47618	3015	Kroger/King Sooper Cust Charge	019265	1	100-4514-400-6	.00	63.72
08/10	08/06/2010	47618	3015	Kroger/King Sooper Cust Charge	05559	1	100-4514-400-6	.00	58.78
08/10	08/06/2010	47618	3015	Kroger/King Sooper Cust Charge	075649	1	100-4514-400-6	.00	71.35
08/10	08/06/2010	47618	3015	Kroger/King Sooper Cust Charge	095545	1	100-4514-400-6	.00	70.46
08/10	08/06/2010	47618	3015	Kroger/King Sooper Cust Charge	096967	1	100-4514-400-6	.00	24.59
08/10	08/06/2010	47618	3015	Kroger/King Sooper Cust Charge	097565	1	100-4514-400-6	.00	29.94
Total 47618:								.00	318.01
08/10	08/06/2010	47619	6042	Premier Party Rental	071410	1	205-4651-400-6	.00	1,432.38
Total 47619:								.00	1,432.38
08/10	08/06/2010	47620	2830	Qwest	970-625-030	1	210-4521-400-5	.00	52.48
08/10	08/06/2010	47620	2830	Qwest	970-625-033	1	100-4310-400-5	.00	92.27
08/10	08/06/2010	47620	2830	Qwest	970-625-106	1	310-4331-400-5	.00	82.05
08/10	08/06/2010	47620	2830	Qwest	970-6251636	1	210-4512-400-5	.00	52.48
08/10	08/06/2010	47620	2830	Qwest	970-625-187	1	100-4514-400-5	.00	45.38
08/10	08/06/2010	47620	2830	Qwest	970-625-284	1	310-4331-400-5	.00	49.51
08/10	08/06/2010	47620	2830	Qwest	970-625-318	1	100-4210-400-5	.00	43.34
08/10	08/06/2010	47620	2830	Qwest	970-625-318	1	210-4513-400-5	.00	47.96

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
08/10	08/06/2010	47620	2830	Qwest	970-625-371	1	100-4210-400-5	.00	59.74
08/10	08/06/2010	47620	2830	Qwest	970-625-372	1	310-4331-400-5	.00	53.41
08/10	08/06/2010	47620	2830	Qwest	970-625-379	1	210-4521-400-5	.00	52.31
08/10	08/06/2010	47620	2830	Qwest	970-625-395	1	100-4310-400-5	.00	52.88
08/10	08/06/2010	47620	2830	Qwest	970-625-462	1	320-4325-400-5	.00	68.82
08/10	08/06/2010	47620	2830	Qwest	970-625-462	1	320-4325-400-5	.00	62.64
08/10	08/06/2010	47620	2830	Qwest	970-625-496	1	100-4210-400-5	.00	127.96
08/10	08/06/2010	47620	2830	Qwest	970-625-733	1	100-4114-400-5	.00	8.55
08/10	08/06/2010	47620	2830	Qwest	970-625-733	2	100-4121-400-5	.00	11.40
08/10	08/06/2010	47620	2830	Qwest	970-625-733	3	100-4132-400-5	.00	14.24
08/10	08/06/2010	47620	2830	Qwest	970-625-733	4	100-4151-400-5	.00	28.49
08/10	08/06/2010	47620	2830	Qwest	970-625-733	5	100-4191-400-5	.00	28.49
08/10	08/06/2010	47620	2830	Qwest	970-625-733	6	100-4199-400-5	.00	11.40
08/10	08/06/2010	47620	2830	Qwest	970-625-733	7	100-4240-400-5	.00	17.09
08/10	08/06/2010	47620	2830	Qwest	970-625-733	8	100-4317-400-5	.00	19.94
08/10	08/06/2010	47620	2830	Qwest	970-625-733	9	210-4512-400-5	.00	39.88
08/10	08/06/2010	47620	2830	Qwest	970-625-733	10	100-4210-400-5	.00	96.86
08/10	08/06/2010	47620	2830	Qwest	970-625-733	11	310-4331-400-5	.00	4.27
08/10	08/06/2010	47620	2830	Qwest	970-625-733	12	320-4325-400-5	.00	4.27
08/10	08/06/2010	47620	2830	Qwest	970-625-733	13	210-4521-400-5	.00	22.79
08/10	08/06/2010	47620	2830	Qwest	970-625-733	14	620-4192-400-5	.00	11.40
08/10	08/06/2010	47620	2830	Qwest	970-625-733	15	310-4331-400-5	.00	11.40
08/10	08/06/2010	47620	2830	Qwest	970-625-733	16	320-4325-400-5	.00	11.40
08/10	08/06/2010	47620	2830	Qwest	970-625-733	17	100-4310-400-5	.00	28.48
08/10	08/06/2010	47620	2830	Qwest	970-625-880	1	100-4414-400-5	.00	88.30
08/10	08/06/2010	47620	2830	Qwest	970-625-892	1	210-4521-400-5	.00	97.31
08/10	08/06/2010	47620	2830	Qwest	970-625-917	1	100-4151-400-5	.00	86.68
Total 47620:								.00	1,585.87
08/10	08/06/2010	47621	6055	Seastone Jeff	080210	1	210-4512-400-6	.00	57.05
Total 47621:								.00	57.05
08/10	08/06/2010	47622	5767	Smith, James Michael	073010	1	210-4512-400-5	.00	400.00
Total 47622:								.00	400.00
08/10	08/06/2010	47623	6048	Tally Ho Shires & Sporthorses	080510	1	204-4650-400-7	.00	1,350.00
Total 47623:								.00	1,350.00
08/10	08/06/2010	47624	1004	Verizon Wireless, Bellevue	0889197131	1	310-4331-400-5	.00	64.71
08/10	08/06/2010	47624	1004	Verizon Wireless, Bellevue	0889197131	2	320-4325-400-5	.00	64.72
08/10	08/06/2010	47624	1004	Verizon Wireless, Bellevue	0889197131	3	210-4523-400-7	.00	40.69
08/10	08/06/2010	47624	1004	Verizon Wireless, Bellevue	0889197131	4	100-4414-400-5	.00	75.49
08/10	08/06/2010	47624	1004	Verizon Wireless, Bellevue	0889197131	5	100-4240-400-5	.00	123.49
08/10	08/06/2010	47624	1004	Verizon Wireless, Bellevue	0889197131	6	100-4422-400-5	.00	36.51
08/10	08/06/2010	47624	1004	Verizon Wireless, Bellevue	0889197131	7	100-4199-400-5	.00	37.01
08/10	08/06/2010	47624	1004	Verizon Wireless, Bellevue	0889197131	8	100-4194-400-5	.00	58.69
08/10	08/06/2010	47624	1004	Verizon Wireless, Bellevue	0889197131	9	100-4132-400-5	.00	54.04
08/10	08/06/2010	47624	1004	Verizon Wireless, Bellevue	0889197131	10	100-4311-400-5	.00	57.01
08/10	08/06/2010	47624	1004	Verizon Wireless, Bellevue	0889197131	11	100-4135-400-5	.00	54.04
08/10	08/06/2010	47624	1004	Verizon Wireless, Bellevue	0889197131	12	620-4192-400-5	.00	197.57
08/10	08/06/2010	47624	1004	Verizon Wireless, Bellevue	0889197131	13	100-4111-400-5	.00	33.91
08/10	08/06/2010	47624	1004	Verizon Wireless, Bellevue	0889197131	14	210-4521-400-5	.00	219.71

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
08/10	08/06/2010	47624	1004	Verizon Wireless, Bellevue	0889197131	15	100-4191-400-5	.00	106.22
08/10	08/06/2010	47624	1004	Verizon Wireless, Bellevue	0889197131	16	100-4210-400-5	.00	1,195.12
08/10	08/06/2010	47624	1004	Verizon Wireless, Bellevue	0889197131	17	100-4317-400-5	.00	65.12
08/10	08/06/2010	47624	1004	Verizon Wireless, Bellevue	0889197131	18	210-4512-400-5	.00	252.57
08/10	08/06/2010	47624	1004	Verizon Wireless, Bellevue	0889197131	19	330-4320-400-5	.00	40.69
08/10	08/06/2010	47624	1004	Verizon Wireless, Bellevue	0889197131	20	100-4514-400-5	.00	33.47
08/10	08/06/2010	47624	1004	Verizon Wireless, Bellevue	0889197131	21	100-4310-400-5	.00	210.05
08/10	08/06/2010	47624	1004	Verizon Wireless, Bellevue	0889197131	22	310-4331-400-5	.00	54.04
08/10	08/06/2010	47624	1004	Verizon Wireless, Bellevue	0889197131	23	320-4325-400-5	.00	170.14
08/10	08/06/2010	47624	1004	Verizon Wireless, Bellevue	0889197131	24	320-4325-400-5	.00	185.11
08/10	08/06/2010	47624	1004	Verizon Wireless, Bellevue	0889197131	25	100-4317-400-5	.00	18.67
08/10	08/06/2010	47624	1004	Verizon Wireless, Bellevue	0889197131	26	320-4325-400-5	.00	13.44
08/10	08/06/2010	47624	1004	Verizon Wireless, Bellevue	0889197131	27	100-4310-400-5	.00	8.24
08/10	08/06/2010	47624	1004	Verizon Wireless, Bellevue	0889197131	28	310-4331-400-5	.00	13.44
Total 47624:								.00	3,483.91
08/10	08/06/2010	47625	2960	Walmart Community	002965	1	100-4514-400-6	.00	17.40
08/10	08/06/2010	47625	2960	Walmart Community	004220	1	100-4514-400-6	.00	132.83
08/10	08/06/2010	47625	2960	Walmart Community	026023	1	100-4514-400-6	.00	45.58
08/10	08/06/2010	47625	2960	Walmart Community	026389	1	320-4325-400-6	.00	144.08
Total 47625:								.00	339.89
08/10	08/06/2010	47626	4478	Western Slope State League	073010	1	210-4512-400-5	.00	925.00
Total 47626:								.00	925.00
08/10	08/06/2010	47627	1120	Xcel Energy Inc	245908229	1	100-4310-400-4	.00	13,874.59
08/10	08/06/2010	47627	1120	Xcel Energy Inc	53-1009712-	1	320-4325-400-4	.00	5,530.59
08/10	08/06/2010	47627	1120	Xcel Energy Inc	53-1009712-	2	100-4310-400-4	.00	3.24
08/10	08/06/2010	47627	1120	Xcel Energy Inc	53-1009717-	1	100-4310-400-4	.00	15,263.69
08/10	08/06/2010	47627	1120	Xcel Energy Inc	53-8291735-	1	310-4331-400-4	.00	12.51
08/10	08/06/2010	47627	1120	Xcel Energy Inc	53-9226529-	1	320-4325-400-4	.00	22.29
08/10	08/06/2010	47627	1120	Xcel Energy Inc	53-9226530-	1	320-4325-400-4	.00	24.74
Total 47627:								.00	34,731.65
Grand Totals:								.00	158,204.05

Dated: 8/6/10

Accounts Payable: _____

Finance Director: Charles Kelly

Report Criteria:

Report type: GL detail

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
07/10	07/30/2010	47484	2824	Afiac	190657ER	1	100-4800-400-3	.00	165.00
07/10	07/30/2010	47484	2824	Afiac	240366ER	1	100-4800-400-3	.00	165.00
Total 47484:								.00	330.00
07/10	07/30/2010	47485	6050	Banana's Fun Park	072910	1	100-4210-400-6	.00	625.00
Total 47485:								.00	625.00
07/10	07/30/2010	47486	5774	FARR, GENEVA	072910	1	210-4512-400-5	.00	700.00
Total 47486:								.00	700.00
07/10	07/30/2010	47487	4459	Ground Engineering Consultants	072310	1	100-204-000	.00	500.00
Total 47487:								.00	500.00
07/10	07/30/2010	47488	6051	HR Design	1423	1	205-4651-400-7	.00	1,235.74
Total 47488:								.00	1,235.74
07/10	07/30/2010	47489	3015	Kroger/King Sooper Cust Charge	051362	1	210-4521-400-6	.00	79.21
07/10	07/30/2010	47489	3015	Kroger/King Sooper Cust Charge	074856	1	100-4111-400-5	.00	90.08
07/10	07/30/2010	47489	3015	Kroger/King Sooper Cust Charge	082062	1	100-4514-400-6	.00	51.63
07/10	07/30/2010	47489	3015	Kroger/King Sooper Cust Charge	100743	1	100-4514-400-6	.00	57.86
Total 47489:								.00	278.78
07/10	07/30/2010	47490	1106	Micro Plastics Inc	82184	1	204-4650-400-7	.00	50.00
Total 47490:								.00	50.00
07/10	07/30/2010	47491	4240	Platinum Plus/BURNS	BURNS-07-1	1	310-4331-400-5	.00	23.47
Total 47491:								.00	23.47
07/10	07/30/2010	47492	4240	Platinum Plus/Kuper	KUPER-07-1	1	100-4210-400-5	.00	89.73
Total 47492:								.00	89.73
07/10	07/30/2010	47493	4240	PLATINUM PLUS/Ryan	RYAN-07-11-	1	100-4210-400-5	.00	176.98
Total 47493:								.00	176.98
07/10	07/30/2010	47494	4240	PLATINUM PLUS/stewart	STEWART-0	1	100-4210-400-5	.00	54.53
Total 47494:								.00	54.53
07/10	07/30/2010	47495	4240	PLATINUM PLUS/sturgeon	STURGEON	1	100-4191-400-5	.00	96.81
Total 47495:								.00	96.81
07/10	07/30/2010	47496	4240	PLATINUM PLUS/tyler	TYLER-07-1	1	100-4210-400-5	.00	267.01

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
Total 47496:								.00	267.01
07/10	07/30/2010	47497	4240	Platinum Plus For Business	BRAATEN	1	100-4135-400-5	.00	40.00
07/10	07/30/2010	47497	4240	Platinum Plus For Business	BRAATEN	2	100-4135-400-5	.00	202.72
07/10	07/30/2010	47497	4240	Platinum Plus For Business	BRAATEN	3	100-4135-400-5	.00	198.65
07/10	07/30/2010	47497	4240	Platinum Plus For Business	CHRISTENS	1	100-4111-400-5	.00	432.19
07/10	07/30/2010	47497	4240	Platinum Plus For Business	CHRISTENS	2	100-4114-400-5	.00	30.00
07/10	07/30/2010	47497	4240	Platinum Plus For Business	DUNCAN-07-	1	100-4210-400-5	.00	17.23
07/10	07/30/2010	47497	4240	Platinum Plus For Business	DUNCAN-07-	2	100-4210-400-5	.00	52.46
07/10	07/30/2010	47497	4240	Platinum Plus For Business	MEISER	1	100-4210-400-5	.00	114.88
07/10	07/30/2010	47497	4240	Platinum Plus For Business	MEISER	2	100-4210-400-5	.00	399.54
07/10	07/30/2010	47497	4240	Platinum Plus For Business	MEISER	3	100-4135-400-5	.00	350.00
07/10	07/30/2010	47497	4240	Platinum Plus For Business	MEISER	4	100-4210-400-5	.00	57.65
07/10	07/30/2010	47497	4240	Platinum Plus For Business	NELSON-07-	1	100-4114-400-5	.00	40.00
07/10	07/30/2010	47497	4240	Platinum Plus For Business	NELSON-07-	2	100-4132-400-5	.00	41.24
07/10	07/30/2010	47497	4240	Platinum Plus For Business	NELSON-07-	3	100-4114-400-5	.00	30.00
07/10	07/30/2010	47497	4240	Platinum Plus For Business	NELSON-07-	4	100-4151-400-3	.00	6.85
07/10	07/30/2010	47497	4240	Platinum Plus For Business	NELSON-07-	5	100-4114-400-5	.00	125.00
07/10	07/30/2010	47497	4240	Platinum Plus For Business	NELSON-07-	6	100-4114-400-5	.00	200.00
07/10	07/30/2010	47497	4240	Platinum Plus For Business	NELSON-07-	7	100-4114-400-5	.00	22.00
07/10	07/30/2010	47497	4240	Platinum Plus For Business	NELSON-07-	8	100-4114-400-5	.00	125.00
07/10	07/30/2010	47497	4240	Platinum Plus For Business	PRENTISS	1	320-4325-400-5	.00	343.50
07/10	07/30/2010	47497	4240	Platinum Plus For Business	WILSON-07-	1	100-4210-400-5	.00	540.09
Total 47497:								.00	3,309.00
07/10	07/30/2010	47498	4240	PLATINUM PLUS/whitmore	WHITMORE-	1	100-4194-400-5	.00	87.23
Total 47498:								.00	87.23
07/10	07/30/2010	47499	4045	Sanborn Studio	783	1	205-4651-400-7	.00	1,767.15
Total 47499:								.00	1,767.15
07/10	07/30/2010	47500	6048	Tally Ho Shires & Sporthorses	072610	1	204-4650-400-7	.00	150.00
Total 47500:								.00	150.00
07/10	07/30/2010	47501	4771	Walker Jan	16	1	210-4512-400-6	.00	40.00
Total 47501:								.00	40.00
07/10	07/30/2010	47502	2960	Walmart Community	021790	1	100-4514-400-6	.00	168.67
07/10	07/30/2010	47502	2960	Walmart Community	027084	1	620-4192-400-6	.00	91.89
07/10	07/30/2010	47502	2960	Walmart Community	027510	1	320-4325-400-6	.00	39.64
07/10	07/30/2010	47502	2960	Walmart Community	029827	1	210-4512-400-6	.00	52.00
Total 47502:								.00	352.20
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	1	210-4513-400-4	.00	1,609.12
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	2	210-4513-400-4	.00	48.14
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	3	210-4513-400-4	.00	2,398.18
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	4	310-4331-400-4	.00	21.65
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	5	310-4331-400-4	.00	30.99
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	6	310-4331-400-4	.00	3,967.55

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	7	320-4325-400-4	.00	301.17
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	8	310-4331-400-4	.00	2,370.66
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	9	100-4310-400-4	.00	10.90
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	10	100-4422-400-4	.00	95.42
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	11	320-4325-400-4	.00	2,352.66
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	12	100-4800-400-4	.00	85.63
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	13	100-4310-400-4	.00	28.21
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	14	210-4521-400-4	.00	15.11
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	15	100-4310-400-4	.00	49.06
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	16	100-4422-400-4	.00	358.84
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	17	310-4331-400-4	.00	40.11
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	18	210-4521-400-4	.00	2,037.47
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	19	210-4521-400-4	.00	1,055.73
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	20	310-4331-400-4	.00	10.90
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	21	320-4325-400-4	.00	215.81
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	22	100-4310-400-4	.00	25.08
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	23	210-4521-400-4	.00	75.20
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	24	210-4521-400-4	.00	11.32
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	25	100-4414-400-4	.00	111.90
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	26	210-4521-400-4	.00	21.23
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	27	100-4310-400-4	.00	11.05
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	28	310-4331-400-4	.00	688.74
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	29	210-4513-400-4	.00	94.08
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	30	100-4194-400-4	.00	2,522.39
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	31	100-4800-400-4	.00	10.90
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	32	100-4310-400-4	.00	10.90
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	33	100-4310-400-4	.00	24.56
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	34	210-4521-400-4	.00	398.87
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	35	310-4331-400-4	.00	61.43
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	36	210-4521-400-4	.00	55.15
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	37	100-4514-400-4	.00	1,064.70
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	38	210-4521-400-4	.00	985.64
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	39	100-4310-400-4	.00	34.14
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	40	100-4310-400-4	.00	1,967.31
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	41	210-4521-400-4	.00	2,366.64
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	42	310-4331-400-4	.00	13.58
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	43	100-4215-400-4	.00	1,619.25
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	44	100-4310-400-4	.00	144.79
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	45	210-4521-400-4	.00	730.01
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	46	310-4331-400-4	.00	72.27
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	47	100-4310-400-4	.00	112.42
07/10	07/30/2010	47503	1120	Xcel Energy Inc	246594614	48	100-4194-400-4	.00	250.00
Total 47503:								.00	30,086.86
Grand Totals:								.00	40,220.49

Dated: 7/30/10

Accounts Payable: _____

Finance Director: Charles Holt

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						
	S153862	handlebar support	07/30/2010	30.10	.00	
	S153918	wheel	08/03/2010	84.70	.00	
	S153939	sleeve	08/04/2010	46.70	.00	
	SI154017	bar oil	08/09/2010	14.05	.00	
	SI54034	propane fuel	08/09/2010	12.44	.00	
Total 1003:				187.99	.00	
1004						
Verizon Wireless, Bellevue						
	0889197131	1/2 water	07/18/2010	64.71	64.71	08/06/2010
	0889197131	1/2 water	07/18/2010	64.72	64.72	08/06/2010
	0889197131	210-4523-400-749	07/18/2010	40.69	40.69	08/06/2010
	0889197131	Animal Shelter	07/18/2010	75.49	75.49	08/06/2010
	0889197131	Building	07/18/2010	123.49	123.49	08/06/2010
	0889197131	Cemetery/City Hall	07/18/2010	36.51	36.51	08/06/2010
	0889197131	Ch13	07/18/2010	37.01	37.01	08/06/2010
	0889197131	city hall	07/18/2010	58.69	58.69	08/06/2010
	0889197131	city manager	07/18/2010	54.04	54.04	08/06/2010
	0889197131	construction crew	07/18/2010	57.01	57.01	08/06/2010
	0889197131	govt affairs	07/18/2010	54.04	54.04	08/06/2010
	0889197131	it	07/18/2010	197.57	197.57	08/06/2010
	0889197131	mayor & council	07/18/2010	33.91	33.91	08/06/2010
	0889197131	parks	07/18/2010	219.71	219.71	08/06/2010
	0889197131	planning	07/18/2010	106.22	106.22	08/06/2010
	0889197131	police	07/18/2010	1,195.12	1,195.12	08/06/2010
	0889197131	public works	07/18/2010	65.12	65.12	08/06/2010
	0889197131	rec dept	07/18/2010	252.57	252.57	08/06/2010
	0889197131	sanitation	07/18/2010	40.69	40.69	08/06/2010
	0889197131	senior center	07/18/2010	33.47	33.47	08/06/2010
	0889197131	streets	07/18/2010	210.05	210.05	08/06/2010
	0889197131	utilities	07/18/2010	54.04	54.04	08/06/2010
	0889197131	waste water	07/18/2010	170.14	170.14	08/06/2010
	0889197131	water	07/18/2010	185.11	185.11	08/06/2010
	0889197131	public works	07/18/2010	18.67	18.67	08/06/2010
	0889197131	sewer o m	07/18/2010	13.44	13.44	08/06/2010
	0889197131	streets improvement fund	07/18/2010	8.24	8.24	08/06/2010
	0889197131	water O*M	07/18/2010	13.44	13.44	08/06/2010
Total 1004:				3,483.91	3,483.91	
1009						
B & B Plumbing, Inc						
	32062	leak in drain line	07/29/2010	208.83	.00	
Total 1009:				208.83	.00	
1018						
Valley Lumber						
	43510	hex nut	06/30/2010	47.73	.00	
	44948	bleach clorox	07/30/2010	17.25	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	45042	poly gas can	08/02/2010	7.99	.00	
	45086	hole saw	08/03/2010	24.98	.00	
	45336	SAND	08/09/2010	3.69	.00	
Total 1018:				101.64	.00	
1022						
Central Distributing Co						
	809559	CLEANER/sr center	09/17/2009	82.00-	.00	
	816526	CLEANER/sr center	11/27/2009	44.44-	.00	
	819754	CLEANER/sr center	12/30/2009	81.76-	.00	
	841827	Supplies	08/04/2010	217.59	.00	
	841828	Supplies	08/04/2010	230.70	.00	
	841834	Supplies	08/04/2010	99.27	.00	
Total 1022:				339.36	.00	
1055						
Columbine Ford, Inc						
	100465	YL5Z*14405*KA	07/29/2010	198.00	.00	
	200289	transmission	07/29/2010	1,346.29	.00	
Total 1055:				1,544.29	.00	
1070						
Federal Express Corp						
	7-173-10779	SHIPPING	07/29/2010	108.80	.00	
	7-180-61578	SHIPPING	08/05/2010	10.53	.00	
Total 1070:				119.33	.00	
1078						
Garfield County Sheriff						
	32091	SUBPOENA	07/28/2010	19.50	.00	
Total 1078:				19.50	.00	
1087						
Grainger						
	9309065929	city hall air system	07/28/2010	116.40	.00	
	9310928065	fuse	07/29/2010	187.20	.00	
Total 1087:				303.60	.00	
1094						
Hy-way Feed & Ranch Supply						
	462455	pathfinder	07/28/2010	151.20	.00	
Total 1094:				151.20	.00	
1097						
Johnson Construction Inc						
	208517	dirt	08/09/2010	4,200.00	.00	
Total 1097:				4,200.00	.00	
1105						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Meadow Gold Dairies						
	50203992	DAIRY PRODUCTS/SENIOR CT	07/29/2010	71.90	.00	
	50204051	DAIRY PRODUCTS/SENIOR CT	08/05/2010	48.87	.00	
Total 1105:				120.77	.00	
1106						
Micro Plastics Inc						
	82135	lettered signs	07/20/2010	443.20	.00	
Total 1106:				443.20	.00	
1108						
Mountain Clear Bottled Water						
	6884 073110	BOTTLED WATER/CITY HALL	07/31/2010	235.40	.00	
	6885 073110	BOTTLED WATER/PARKS	07/31/2010	8.50	.00	
Total 1108:				243.90	.00	
1110						
Napa Auto Parts						
	113182	adapter	07/23/2010	18.64	.00	
	113635	fuse	07/26/2010	4.45	.00	
	114002	adhesive	07/28/2010	22.19	.00	
	114417	tools	07/29/2010	35.79	.00	
	114454	spark plugs	07/29/2010	41.06	.00	
	114466	acetylene	07/29/2010	154.00	.00	
	114712	eye wash	07/30/2010	13.29	.00	
	115383	spark plugs	08/03/2010	5.50	.00	
	115430	adhesive	08/04/2010	10.99	.00	
	115678	impact socket	08/05/2010	37.99	.00	
	115685	extension set	08/05/2010	21.29	.00	
	115692	hose	08/05/2010	55.93	.00	
Total 1110:				421.12	.00	
1118						
Parts House						
	5613-2557	bearings	07/30/2010	352.10	.00	
	5613-2560	filters	07/30/2010	3.28	.00	
	5613-2672	water pumps	08/03/2010	77.99	.00	
	5613-2682	shop tools	08/03/2010	43.95	.00	
	5613-2683	blue chassis products	08/03/2010	73.98	.00	
	5613-2741	tie rod end	08/05/2010	73.98-	.00	
Total 1118:				477.32	.00	
1120						
Xcel Energy Inc						
	245908229	STREET LIGHTS	07/13/2010	13,874.59	13,874.59	08/06/2010
	53-1009712-0	2515 w centennial pkwy	07/26/2010	5,530.59	5,530.59	08/06/2010
	53-1009712-0	area lights	07/26/2010	3.24	3.24	08/06/2010
	53-1009717-5	STREETS LIGHTS	06/11/2010	15,263.69	15,263.69	08/06/2010
	53-8291735-1	250 w 16th st	07/28/2010	12.51	12.51	08/06/2010
	53-9226529-5	2515 w centennial pkwy	07/30/2010	22.29	22.29	08/06/2010
	53-9226530-8	2515 w centennial pkwy	07/30/2010	24.74	24.74	08/06/2010

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1120:				34,731.65	34,731.65	
1126						
Rifle City Of						
	13571.01 0701	2416-22 Rail Ave	07/01/2010	846.80	846.80	07/25/2010
	14531.01 0701	50 UTE AVE	07/01/2010	624.66	624.66	07/25/2010
	20031.01 0701	201 E. 18th st	07/01/2010	391.13	391.13	07/25/2010
	20041.01 0701	1612 RAILROAD AVE	07/01/2010	468.25	468.25	07/25/2010
	20051.01 0701	1612 RAILROAD AVE	07/01/2010	896.96	896.96	07/25/2010
	20061.01 0701	101 S East Ave	07/01/2010	1,548.60	1,548.60	07/25/2010
	20071.01 0701	301 E 30TH STREET	07/01/2010	126.09	126.09	07/25/2010
	20171.02 0701	1718 Railroad Ave	07/01/2010	1,524.36	1,524.36	07/25/2010
	20330.01 0701	750 Ute Ave	07/01/2010	116.11	116.11	07/25/2010
	20380.01 0701	0409 CR 265/POUND	07/01/2010	88.13	88.13	07/25/2010
	20460.01 0701	143 E 4TH ST/DDA	07/01/2010	41.95	41.95	07/25/2010
	22111.01 0701	1201 Railroad Ave	07/01/2010	519.10	519.10	07/25/2010
	22141.01 0701	1500 DOGWOOD DR	07/01/2010	546.03	546.03	07/25/2010
	22151.01 0701	225 east ave	07/01/2010	35.97	35.97	07/25/2010
	23251.01 0701	1500 DOGWOOD DR	07/01/2010	194.30	194.30	07/25/2010
	25751.01 0701	143 E 4TH ST/DDA	07/01/2010	16.65	16.65	07/25/2010
	2651.04 07011	centennial park addition	07/01/2010	64.77	64.77	07/25/2010
	29751.01 0701	24998 Hwy 6	07/01/2010	26.31	26.31	07/25/2010
	30791.01 0701	595 w 24th st	07/01/2010	435.25	435.25	07/25/2010
	33211.01 0701	000 BROWNING DR	07/01/2010	16.65	16.65	07/25/2010
	33551.01 0701	1221 E CENTENNIAL PARKWAY	07/01/2010	16.65	16.65	07/25/2010
	36361.01 0701	250 E 16th st	07/01/2010	72.50	72.50	07/25/2010
	364411.01 070	360 S 7th St B	07/01/2010	16.65	16.65	07/25/2010
	36731.01 0701	3100 Dokes Ln	07/01/2010	118.37	118.37	07/25/2010
	36771.01 0701	2515 WEST CENTENNIAL PARK	07/01/2010	7,663.46	7,663.46	07/25/2010
	8231.01 07011	202 Railroad Ave	07/01/2010	367.37	367.37	07/25/2010
	9441.03 07011	221 WEST 2ND STREET	07/01/2010	108.01	108.01	07/25/2010
Total 1126:				16,891.08	16,891.08	
1138						
Schmueser/Gordon/Meyer, Inc						
	99055G-31	rifle regional wwtf construction	06/24/2010	3,710.70	.00	
	99055L-6	Uni-Directional Flushing Prog Des	07/26/2010	7,693.16	.00	
Total 1138:				11,403.86	.00	
1139						
Silvertip Printing						
	5066	rifle mtn park window decal	07/30/2010	321.50	.00	
Total 1139:				321.50	.00	
1143						
Swallow Oil Company						
	1816 072910	DIESEL /FLEET	07/29/2010	1,003.97	.00	
	1816 072910	UNLEADED /FLEET	07/29/2010	2,462.31	.00	
	1816 072910	car wash	07/29/2010	36.00	.00	
	1816 072910	UNLEADED /FLEET	07/29/2010	82.11	.00	
	1816 072910	non-detergent	07/29/2010	27.50	.00	
Total 1143:				3,611.89	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1188						
Jean's Printing						
	102337	printing	07/16/2010	32.45	.00	
	102497	printing	07/30/2010	115.80	.00	
Total 1188:				148.25	.00	
1191						
Lewan & Associates, Inc						
	722457	B&W METER	07/29/2010	222.89	.00	
Total 1191:				222.89	.00	
1249						
Berthod Motors inc						
	495709C	f-latch	07/27/2010	7.66	.00	
Total 1249:				7.66	.00	
1256						
Resource Engineering, Inc						
	8532	transmittal of information	07/31/2010	135.00	.00	
	8533	transmittal of information	07/31/2010	416.00	.00	
	8534	watershed permit review	07/31/2010	33.75	.00	
	8535	watershed permit review	07/31/2010	628.17	.00	
	8536	watershed permit review	07/31/2010	202.50	.00	
	8537	transmittal of information	07/31/2010	301.50	.00	
Total 1256:				1,716.92	.00	
1258						
Hach Company						
	6833162	filter glass	07/26/2010	447.23	.00	
Total 1258:				447.23	.00	
1339						
Grand Junction Pipe & Supply						
	C2325060.	hydrostatic press tester	07/09/2010	3,000.00	.00	
	C2327358	weed barrier	07/30/2010	256.00	.00	
	C2327508	cartridge	08/02/2010	224.55	.00	
Total 1339:				3,480.55	.00	
1437						
TAYLOR FENCE COMPANY OF GRAND						
	G28818	CONST. PANEL RENTAL	07/29/2010	15.00	.00	
	G28819	CONST. PANEL RENTAL	07/29/2010	28.80	.00	
Total 1437:				43.80	.00	
1460						
Western Colorado Electrical						
	4507	PO 34518 Graham water plant	08/05/2010	765.00	.00	
Total 1460:				765.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1505						
Markertek Video Supply						
	906625	Tecnac	07/30/2010	46.17	.00	
	906805	White lexan wall plate	08/02/2010	49.99	.00	
Total 1505:				96.16	.00	
1649						
Ikon Office Solutions						
	82780730	IMAGERUNNER LEASE	08/05/2010	1,138.14	.00	
Total 1649:				1,138.14	.00	
1727						
Canyon Systems Inc						
	9373	unjam suction flange	07/30/2010	1,050.00	.00	
Total 1727:				1,050.00	.00	
1734						
United Companies						
	761484	Class B State	07/17/2010	453.61	.00	
Total 1734:				453.61	.00	
1768						
Faris Machinery Company						
	G20109	channel window	07/29/2010	29.86	.00	
Total 1768:				29.86	.00	
1785						
Cole-parmer Instrument Company						
	7520198	GEAR HOUSING ASSEMBLY	07/23/2010	253.76	.00	
Total 1785:				253.76	.00	
1830						
Grand Valley Foods						
	108767	FOOD PRODUCT/SR CENTER	07/30/2010	71.74	.00	
	108837	FOOD PRODUCT/SR CENTER	08/03/2010	53.04	.00	
	108882	FOOD PRODUCT/SR CENTER	08/06/2010	490.08	.00	
Total 1830:				614.86	.00	
2122						
Utility Notification Center Co						
	21007612	RTL TRANSMISSIONS	07/31/2010	127.19	.00	
Total 2122:				127.19	.00	
2159						
Lab Safety Supply Inc						
	1015863088	blank tag	07/29/2010	98.75	.00	
Total 2159:				98.75	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2181						
Naico Chemical Company						
	95337007	Drum	07/26/2010	1,362.28	.00	
Total 2181:				1,362.28	.00	
2250						
World Class Athleticsurfaces						
	29801	AEROSOL	07/29/2010	357.00	.00	
Total 2250:				357.00	.00	
2428						
Rivendell Sod Farm, Inc						
	45710	SOD/DEERFIELD	07/27/2010	2,106.38	.00	
Total 2428:				2,106.38	.00	
2478						
Schmueser & Associates, Inc.						
	99055G-31	PO 56 / WWTF CONSTRUCTION	06/24/2010	3,710.70-	.00	
Total 2478:				3,710.70-	.00	
2573						
Mountain West Office Products						
	246260	supplies	07/16/2010	8.94	.00	
	246346l	supplies	07/19/2010	54.87	.00	
	246346l	supplies	07/19/2010	11.79	.00	
	246346l	supplies	07/19/2010	8.68	.00	
	246346l	supplies	07/19/2010	18.04	.00	
	246346l	supplies	07/19/2010	.93-	.00	
	246493	supplies	07/21/2010	18.04-	.00	
	246842	supplies	08/04/2010	219.96	.00	
Total 2573:				303.31	.00	
2803						
ALL TEMP SERVICES						
	24159GBA	light fixture	07/30/2010	385.65	.00	
	24392GPK	t-stat w/display	07/30/2010	335.82	.00	
Total 2803:				721.47	.00	
2830						
Qwest						
	970-625-0309	Parks	07/22/2010	52.48	52.48	08/06/2010
	970-625-0339	street	07/22/2010	92.27	92.27	08/06/2010
	970-625-1060	Utilities Water	07/22/2010	82.05	82.05	08/06/2010
	970-6251636	Recreation	07/22/2010	52.48	52.48	08/06/2010
	970-625-1877	senior center	07/22/2010	45.38	45.38	08/06/2010
	970-625-2841	Utilities Water	07/22/2010	49.51	49.51	08/06/2010
	970-625-3180	Police	07/22/2010	43.34	43.34	08/06/2010
	970-625-3185	Recreation	07/22/2010	47.96	47.96	08/06/2010
	970-625-3712	Police	07/22/2010	59.74	59.74	08/06/2010
	970-625-3724	ww	07/22/2010	53.41	53.41	08/06/2010
	970-625-3798	Parks	07/22/2010	52.31	52.31	08/06/2010
	970-625-3957	O&M	07/22/2010	52.88	52.88	08/06/2010

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	970-625-4620	Utilities WW	07/22/2010	68.82	68.82	08/06/2010
	970-625-4622	ww	07/22/2010	62.64	62.64	08/06/2010
	970-625-4960	Police	07/22/2010	127.96	127.96	08/06/2010
	970-625-7330	City Clerk	07/22/2010	8.55	8.55	08/06/2010
	970-625-7330	Municipal Court	07/22/2010	11.40	11.40	08/06/2010
	970-625-7330	City Manager	07/22/2010	14.24	14.24	08/06/2010
	970-625-7330	Finance	07/22/2010	28.49	28.49	08/06/2010
	970-625-7330	Planning	07/22/2010	28.49	28.49	08/06/2010
	970-625-7330	CH13	07/22/2010	11.40	11.40	08/06/2010
	970-625-7330	Building Inspection	07/22/2010	17.09	17.09	08/06/2010
	970-625-7330	public works	07/22/2010	19.94	19.94	08/06/2010
	970-625-7330	Recreation	07/22/2010	39.88	39.88	08/06/2010
	970-625-7330	Police	07/22/2010	96.86	96.86	08/06/2010
	970-625-7330	Utilities Water	07/22/2010	4.27	4.27	08/06/2010
	970-625-7330	Utilities WW	07/22/2010	4.27	4.27	08/06/2010
	970-625-7330	Parks	07/22/2010	22.79	22.79	08/06/2010
	970-625-7330	IT	07/22/2010	11.40	11.40	08/06/2010
	970-625-7330	water	07/22/2010	11.40	11.40	08/06/2010
	970-625-7330	ww	07/22/2010	11.40	11.40	08/06/2010
	970-625-7330	O&M	07/22/2010	28.48	28.48	08/06/2010
	970-625-8808	dog pound	07/22/2010	88.30	88.30	08/06/2010
	970-625-8929	Parks	07/22/2010	97.31	97.31	08/06/2010
	970-625-9179	Finance	07/22/2010	86.68	86.68	08/06/2010
Total 2830:				1,585.87	1,585.87	
2846						
Colo Mtn News Media						
	5371753R	ADS	07/28/2010	322.00	.00	
	5371789R	ADS	08/06/2010	237.33	.00	
	5417424A	ADS	08/11/2010	15.69	.00	
Total 2846:				575.02	.00	
2960						
Walmart Community						
	002965	food/sr center	08/02/2010	17.40	17.40	08/06/2010
	004220	food/sr center	08/04/2010	132.83	132.83	08/06/2010
	026023	food/sr center	07/26/2010	45.58	45.58	08/06/2010
	026389.	supplies	07/26/2010	144.08	144.08	08/06/2010
Total 2960:				339.89	339.89	
3015						
Kroger/King Sooper Cust Charge						
	000000 080310	FOOD /SR CENTER	08/03/2010	.83-	.83-	08/06/2010
	019265	FOOD /SR CENTER	08/02/2010	63.72	63.72	08/06/2010
	05559	FOOD /SR CENTER	07/27/2010	58.78	58.78	08/06/2010
	075649	FOOD /SR CENTER	07/27/2010	71.35	71.35	08/06/2010
	095545	FOOD /SR CENTER	08/03/2010	70.46	70.46	08/06/2010
	096967	FOOD /SR CENTER	08/03/2010	24.59	24.59	08/06/2010
	097565	FOOD /SR CENTER	07/28/2010	29.94	29.94	08/06/2010
Total 3015:				318.01	318.01	
3016						
Flattops Fencing And Supply						
	97332	Commercial chain link fencing	07/20/2010	2,135.81	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3016:				2,135.81	.00	
3083						
ALSCO						
	LGRA882833	LAUNDRY/senior center	07/27/2010	46.62	.00	
	LGRA885901	LAUNDRY/senior center	08/03/2010	49.25	.00	
	LGRA885902	work shirts and pants	08/03/2010	27.56	.00	
Total 3083:				123.43	.00	
3156						
Superwash Of Rifle						
	2036 080410	CAR WASH	08/04/2010	6.77	.00	
Total 3156:				6.77	.00	
3201						
Colorado Custom Cycles						
	072910	PRIZES ROLLING RENDEZVOU	07/29/2010	465.00	465.00	08/06/2010
Total 3201:				465.00	465.00	
3347						
V.i.p. Services						
	29594	TRASH PICKUP/DDA	05/01/2010	140.00	.00	
	30491	TRASH PICKUP/DDA	07/01/2010	140.00	.00	
	31092	TRASH PICKUP/DDA	08/01/2010	140.00	.00	
Total 3347:				420.00	.00	
3389						
Sandy's Office Supply Inc						
	870834	paper	07/16/2010	75.80	.00	
	873322	SUPPLIES	07/29/2010	120.99	.00	
	873981	SUPPLIES	08/02/2010	241.98	.00	
Total 3389:				438.77	.00	
3394						
Fire Sprinkler Services Inc						
	R8210A1	ANNUAL INSPECTION OF FIRE	08/03/2010	465.00	.00	
Total 3394:				465.00	.00	
3446						
Staples Business Advantage						
	8016059597	supplies	07/24/2010	365.37	.00	
Total 3446:				365.37	.00	
3612						
International Code Council						
	1219953-IN	03 IRC COMMENTARY VOL 1	07/09/2010	365.50	.00	
	1220940-IN	03 IRC COMMENTARY VOL 1	07/13/2010	175.00	.00	
	1224076-CM	03 IRC COMMENTARY VOL 1	07/22/2010	180.00-	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 3612:				360.50	.00	
3683						
Mid-American Research Chemical						
	0420635-IN	gloves	07/09/2010	43.20-	.00	
	0421165-IN	gloves	07/15/2010	429.40-	.00	
	0421165-IN.	gloves	07/15/2010	429.40	.00	
Total 3683:				43.20-	.00	
3707						
Interstate Battery System Inc						
	22028843	MT-58, mtp-65	07/28/2010	347.80	.00	
Total 3707:				347.80	.00	
3771						
Waste Management Inc						
	0579704-1185-	RMP DUMPSTER SERVICES/R	08/01/2010	640.14	.00	
Total 3771:				640.14	.00	
3847						
Drive Train Industries Inc						
	04 527034	FILTER	07/26/2010	7.69	.00	
Total 3847:				7.69	.00	
4021						
Rifle Equipment Inc						
	C1003137	turtle-box power box	08/03/2010	595.79	.00	
Total 4021:				595.79	.00	
4098						
Heuton Tire Co						
	79823	CAR MULTI TRAC-PARKS	07/27/2010	268.00	.00	
Total 4098:				268.00	.00	
4121						
Cebt						
	080110	Insurance Premiums	08/01/2010	71,653.06	71,653.06	08/06/2010
	080110	Insurance Premiums	08/01/2010	12,355.38	12,355.38	08/06/2010
	080110	Insurance Premiums	08/01/2010	14,548.52	14,548.52	08/06/2010
	080110	Insurance Premiums	08/01/2010	3,926.19	3,926.19	08/06/2010
	080110	Insurance Premiums	08/01/2010	1,015.08	1,015.08	08/06/2010
	080110	Insurance Premiums	08/01/2010	1,595.08	1,595.08	08/06/2010
	080110	Insurance Premiums	08/01/2010	3,190.16	3,190.16	08/06/2010
	080110	cobra	08/01/2010	3,805.82	3,805.82	08/06/2010
Total 4121:				112,089.29	112,089.29	
4123						
Mt Hood Solutions						
	0711209	CLEANING SUPPLIES/SR CENT	07/23/2010	123.60	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 4123:				123.60	.00	
4141						
True Brew Coffee Service						
	128487	COFFEE	07/29/2010	38.52	.00	
	128488	COFFEE	07/29/2010	40.85	.00	
Total 4141:				79.37	.00	
4207						
Radio Shack						
	10127927	pana tape	07/23/2010	37.49	.00	
	10128174	barrage holster	07/30/2010	19.99	.00	
	10128500	gigaware wireless kb/l s m	08/10/2010	29.99	.00	
Total 4207:				87.47	.00	
4339						
Design Concepts						
	0013570	PO #74 /CONST DOCS/CENTEN	08/05/2010	2,437.94	.00	
	0013578	SCHEMATIC DESIGN, COST ES	08/05/2010	1,944.50	.00	
Total 4339:				4,382.44	.00	
4406						
Rifle Creek Stone Inc						
	24601/24599/2	3/4 Screened	07/27/2010	822.71	.00	
Total 4406:				822.71	.00	
4459						
Ground Engineering Consultants						
	106017.0-1	GEOTECHNICAL RECOMMEND	04/22/2010	475.00	.00	
Total 4459:				475.00	.00	
4478						
Western Slope State League						
	073010	2008 FALL SOCCER REGISTRA	07/30/2010	925.00	925.00	08/06/2010
Total 4478:				925.00	925.00	
4753						
Rifle Truck & Trailer						
	2716	strap	07/27/2010	252.12	.00	
	2783	rear ramp	08/10/2010	1,875.00	.00	
Total 4753:				2,127.12	.00	
4777						
Garfield County						
	2010-0000025	landfill fees	07/31/2010	18,918.86	.00	
Total 4777:				18,918.86	.00	
4920						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Bell Supply Co						
	PSI244081	CAM & GROOVE	07/29/2010	12.03	.00	
	PSI244084	hose tank truck suction	07/29/2010	124.96	.00	
	PSI244097	CAM & GROOVE	07/29/2010	55.50	.00	
Total 4920:				192.49	.00	
4989						
Mr Power S/Sandor Drucker						
	123	SIDEWALK CLEANING/DDA	08/02/2010	1,770.00	.00	
Total 4989:				1,770.00	.00	
4999						
Master Automotive Inc						
	12241	check a/c system	08/02/2010	1,047.93	.00	
	12255	REPLACE right and left inner	08/05/2010	312.46	.00	
Total 4999:				1,360.39	.00	
5181						
FRED'S HARDWARE						
	20300 073110	SUPPLIES/Parks	07/31/2010	427.76	.00	
	20300 073110	SUPPLIES	07/31/2010	193.95	.00	
	20301 073110	SUPPLIES	07/31/2010	324.67	.00	
	20303 073110	SUPPLIES	07/31/2010	337.36	.00	
	20305 073110	SUPPLIES	07/31/2010	14.47	.00	
	20306 073110	SUPPLIES	07/31/2010	92.09	.00	
Total 5181:				1,390.30	.00	
5196						
L.L. JOHNSON DISTRIBUTING CO						
	1552931-00	line marking chalk	07/20/2010	504.00	.00	
	1553298-00	used toro greens aerator	07/22/2010	1,900.00	.00	
Total 5196:				2,404.00	.00	
5253						
FASTENAL						
	CORIF33776	tape	07/19/2010	102.94	.00	
	CORIF33850	tyvek	07/23/2010	148.80	.00	
Total 5253:				251.74	.00	
5268						
COLO ASSOC OF VET TECHNICIANS						
	070110	CERTIFICATION RENEWAL	07/01/2010	124.00	124.00	08/06/2010
Total 5268:				124.00	124.00	
5365						
American Windshield Repair						
	072810	ford ranger 0421	07/28/2010	40.00	.00	
Total 5365:				40.00	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net invoice Amount	Amount Paid	Date Paid
5384						
MOUNTAIN HIGH PAINT						
	7044	PAIN T AND PAINT SUPPLIES	07/08/2010	291.96	.00	
	7263	PAIN T AND PAINT SUPPLIES	07/26/2010	291.96	.00	
Total 5384:				583.92	.00	
5503						
JAY-MAX SALES						
	189807	MOLY CHAIN LUBE	07/28/2010	11.28	.00	
	189813	COTTON RAGS	07/28/2010	30.00	.00	
Total 5503:				41.28	.00	
5680						
Malcolm Pirnie, Inc.						
	100111599	NEPA DOCUMENTATION	08/09/2010	1,950.00	.00	
Total 5680:				1,950.00	.00	
5767						
Smith, James Michael						
	073010	Farmer's Market Performance	07/30/2010	400.00	400.00	08/06/2010
Total 5767:				400.00	400.00	
5788						
ECI Site Construction Mgmt						
	13	Centennial Park Phase I	08/09/2010	412,390.95	.00	
Total 5788:				412,390.95	.00	
5789						
GARFIELD CO LIBRARIES CAPITAL						
	09-009REV	Civic plaza dola grant	04/15/2010	228,332.26	.00	
	09-015REV	Civic plaza dola grant	05/15/2010	158,294.29	.00	
	09-026REV	Grant	06/15/2010	60,095.67	.00	
Total 5789:				446,722.22	.00	
5796						
Norit Americas Inc.						
	508893	LEASE OF DOSING EQUIPMEN	07/26/2010	3,175.00	.00	
Total 5796:				3,175.00	.00	
5798						
INSERCO, INC						
	107226	morton cullenux salt	07/26/2010	675.13	.00	
Total 5798:				675.13	.00	
5907						
ASPEN VALLEY HARLEY-DAVIDON						
	194782	parts polairs ranger	08/03/2010	282.95	.00	
Total 5907:				282.95	.00	

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5943						
McCoy Sales Corporation						
	5224089	parker coupler	06/14/2010	109.26	.00	
	5224090	parker coupler	06/14/2010	81.83	.00	
	5224091	parker coupler	06/14/2010	180.89	.00	
Total 5943:				371.98	.00	
5945						
Loyal E Leavenworth pc						
	301073110	legal fees	07/31/2010	2,051.13	.00	
Total 5945:				2,051.13	.00	
6014						
Nationwide Chemical						
	144-01	HORNET SPRAY	07/30/2010	1,435.25	.00	
	144-02	HORNET SPRAY	08/02/2010	896.25	.00	
Total 6014:				2,331.50	.00	
6020						
CMCA						
	080510	WORKSHOP-ELECTIONS	08/05/2010	35.00	35.00	08/06/2010
Total 6020:				35.00	35.00	
6034						
Beard Hayley						
	080510	PERFORMANCE	08/05/2010	400.00	400.00	08/06/2010
Total 6034:				400.00	400.00	
6041						
JC Supply Co						
	1031	weed killer	06/10/2010	2,157.62-	.00	
	1031 061010	weed killer	06/10/2010	2,607.37-	.00	
	1031.	weed killer	06/10/2010	2,607.37	2,607.37	08/05/2010
	1031-01	weed killers	07/02/2010	2,514.73-	.00	
	1031-01.	weed killer	07/02/2010	2,514.73	2,514.73	08/05/2010
Total 6041:				2,157.62-	5,122.10	
6042						
Premier Party Rental						
	071410	CANOPY RENTAL	07/14/2010	1,432.38	1,432.38	08/06/2010
Total 6042:				1,432.38	1,432.38	
6047						
Climate Control Company						
	S37314	repair	07/26/2010	195.29	.00	
	S37481	Trane Chiller A/C System repair a	07/31/2010	9,387.28	.00	
Total 6047:				9,582.57	.00	
6048						

Vendor Name and Number	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Tally Ho Shires & Sporthorses	080510	CARRIAGE RIDES	08/05/2010	1,350.00	1,350.00	08/06/2010
Total 6048:				1,350.00	1,350.00	
6053						
Prestige Chemicals Inc.	075-01	WEED KILLER	07/29/2010	1,934.00	.00	
	075-02	WEED KILLER	08/03/2010	1,489.25	.00	
Total 6053:				3,423.25	.00	
6054						
Colorado Youth Soccer	080510	soccer fees	08/05/2010	467.00	467.00	08/06/2010
Total 6054:				467.00	467.00	
6055						
Seastone Jeff	080210	reimbursement meals	08/02/2010	57.05	57.05	08/06/2010
Total 6055:				57.05	57.05	
6057						
Specter Instruments	1007015941	annual renewal	07/23/2010	395.00	.00	
Total 6057:				395.00	.00	
Grand Totals:				1,134,100.44	180,217.23	

Dated: 8/11/10City Treasurer: Charles Kelly

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

August 12, 2010

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

Re: August 18, 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 August 18, 2010 Rifle City Council Meeting.

1. Ordinance No. 11, Series of 2010 (Adoption of 2010 Model Traffic Code). Chapter 8, Article I of the Rifle Municipal Code ("RMC") currently incorporates by reference, with revisions, the 2003 Model Traffic Code. In 2010, the Colorado Department of Transportation issued a new Model Traffic Code ("MTC") for adoption by Colorado communities. The 2010 MTC does not diverge sharply from the 2003 edition but has been updated to reflect evolving law enforcement and public works needs and concerns. Police Chief Daryl Meisner headed staff efforts to review and adopt City-specific revisions to the 2010 MTC, resulting in Ordinance No. 11, 2010 before you on second reading. The 2010 MTC will be adopted by reference, which means that only the amendments and implementing measures are listed in the RMC. A copy of the full 2010 MTC is available for review or purchase at City Hall.

City staff is proposing the adoption of the 2010 MTC with a number of amendments. Many of these amendments parallel those adopted with the 2003 MTC, but a few new additions are proposed for 2010. We will focus on the new revisions. First, we deleted reference to the bicycle registration program since it never became popular and is now largely defunct. The references in RMC Section 8-1-60 to "off-road vehicles" have been revised to "off-highway vehicles," as the Police Department reports this is now the preferred nomenclature. In RMC Section 8-1-70 and elsewhere, we revised the violation provisions to state that the City will collect and keep fines. The MTC, being a state document, provides for half of each fine to be transmitted to the state treasurer and credited to the highway users tax fund, but it is not necessary to do so. Adoption of the 2010 MTC will not change the process by which the City administers penalties, including collection of fines.

RMC Section 8-1-110 has been revised from "Parking prohibited in alleys" to "Parking prohibited in specified places." As an amendment to the 2003 MTC, the City already prohibited parking in alleys. To the list specified in the 2010 MTC, Chief Meisner also suggested adding cars parked in

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more than one parking space and cars parked in violation of designated parking as defined by pavement markings or signs. This change responds to traffic enforcement issues with double-parked and otherwise illegally parked vehicles. We also adopted a minor revision to existing policy in RMC Section 8-1-190, which addresses noncriminal traffic offense penalties. Judge Zerbi of the Rifle Municipal Court will continue to set a penalty schedule for various types of traffic offenses, but we recommend raising the maximum amount of a fine from \$100.00 to \$500.00 to account for inflation and the increased costs of administering traffic offenses. Please note that this change will not automatically increase any penalties; it simply allows for a higher ceiling when future revisions to the penalty schedule are considered.

After discussion and review of the 2010 MTC provisions versus the existing RMC Chapter 8, Article II, we opted to forego adopting Part 18 of the MTC, "Vehicles Abandoned on Public Property." The 2003 MTC abandoned vehicles code is adopted by reference in the RMC and overlaps with the RMC provisions at Chapter 8, Article II. Staff found few discrepancies between the RMC provisions and MTC. Based on extensive input from the Police Department, the City Council recently adopted Ordinance No. 8, Series of 2010 updating the City's abandoned vehicle regulations. Staff felt this work should be maintained by eliminating Part 18 of the MTC. The new RMC Section 8-1-210 clarifies that Part 18 of the 2010 MTC is not adopted by reference and that the City's regulations concerning abandoned and inoperable vehicles are set forth at Article II of Chapter 8. Staff feels this is a cleaner approach than overlapping provisions and protects the City's interests.

Pursuant to state statute regarding the adoption of codes by reference, the Ordinance will be effective thirty (30) days after passage, so the Police Department will continue to enforce the 2003 MTC until mid-September.

We recommend approval of Ordinance No. 11, Series of 2010 on second reading.

2. Resolution No. 18, Series of 2010 (North Pasture, Filing No. 5 Minor Subdivision). The Owner and Developer of The North Pasture Subdivision is requesting a minor subdivision of Filing No. 5 into three (3) lots as shown on the enclosed final plat. The Planning Department's staff report provides the details of the development plan and the enclosed SIA sets forth the terms and conditions of the subdivision and the construction of the public improvements. Resolution No. 18, Series of 2010 approves the minor subdivision and the SIA.

We recommend approval of Resolution No. 18, Series of 2010.

3. Fairway Avenue Access Line Break Deeds. As you know, the City approved a new Access Control Plan for Highway 13 instigated by the City requesting an Access Line Break for the extension of Fairway Avenue. The Access Control Plan relocated the Fairway Avenue A-Line Break to the west and, as a condition of CDOT conveying the new A-Line Break to the City, the City needs to convey back to CDOT the current A-Line Break for Fairway Avenue. CDOT has already approved the

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new A-Line Break Deed to the City.

Before you tonight is the approval of the Quit Claim Deed from the City conveying the old Fairway Avenue A-Line Break to CDOT and authorizing the Mayor to sign the Deed, and the acceptance of the conveyance of the new A-Line Break from CDOT to the City.

4. Second Amendment to Watershed District Permit No. 1-99 (EnCana Oil & Gas, USA, Inc. Beaver Creek Operations). Enclosed in your packet is a request from EnCana Oil & Gas, USA, Inc. to extend Watershed District Permit No. 1-99 for its Beaver Creek Operations. Permit No. 1-99 was initially issued to Tom Brown, Inc., which EnCana purchased, and it contained a five (5) year term expiring in 2004. Realizing the Permit expired and wanting to perform additional activities, EnCana requested in 2006 that the Permit be extended for another five (5) years. Council granted the extension in the First Amendment to Permit No. 1-99 and EnCana mistakenly thought the five (5) year term commenced in 2006 with the First Amendment, but in fact it commenced upon the expiration of the Permit in 2004, terminating in 2009. EnCana is now requesting that the term be eliminated altogether and Michael Erion states his recommendations in his letter dated June 28, 2010 attached to the draft Second Amendment to Permit No. 1-99 as Exhibit A. A public hearing must be opened to consider the Second Amendment and we will finalize that document depending on Council's actions.

5. Intergovernmental Agreement with Garfield School District No. RE-2 for the Randolph Avenue Connection Easement to Centennial Park. The Centennial Park plan includes an access point from Randolph Avenue to provide pedestrian access from the west side of the City to the Park and to Rifle Middle School. To accomplish the Randolph Avenue Connection, the City negotiated an easement across property owned by Dale and Sherry Babcock. In consideration for their conveyance of the Easement to the City, the Babcocks wanted to acquire property adjacent to their property owned by the School District. The School District is willing to convey the property and participate in this three party trade to facilitate the additional pedestrian access to the Middle School and because the requested property is on the opposite side of Rifle Creek and of little use to it. To memorialize the transaction, we negotiated the enclosed IGA with the School District, which has already been approved by its Board. It is now before the City Council tonight for approval. If approved, the District will convey the RE-2 Property to the City and the City will then convey it to the Babcocks in exchange for the Randolph Avenue Connection Easement. The City's conveyance of the RE-2 Property to the Babcocks will include a deed restriction that no structures or sheds shall be constructed on the Property and no storage of materials of any kind shall occur on the Property. With the recent flooding of Rifle Creek, the need for this restriction is evident, and it will also benefit the aesthetics from the Park.

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We recommend approval of the Intergovernmental Agreement with Garfield School District No. RE-2 for the Randolph Avenue Connection Easement to Centennial Park and authorization for the Mayor to sign the pertinent deed.

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

Very truly yours,

KARP NEU HANLON, P.C.

James S. Neu

JSN:
Enclosure



Memo

To: John Hier, City Manager
From: Kristy Christensen, Deputy City Clerk
Date: June 30, 2010
Subject: Special Events Permit: Cayton Ranger Station Foundation for Grand River Hospital District (GRHD)

At its July 7th Council meeting, Council approved GRHD's request for their Grand Wine Affair on September 9th. However, a complication has been noted with the State's approval process.

In order to receive a Special Event Permit with the State of Colorado, the applicant must be a non-profit entity and be able to provide one of the following documents:

1. Certificate of Good Corporate Standing (nonprofit) issued by the Secretary of State; or
2. A nonprofit charter.

When GRHD submitted their application, they provided a copy of their *Findings and Organization Decree*. Staff considered this adequate evidence of their nonprofit status. Even though the State recognized that GRHD is a Special District, they are requiring one of the documents noted above. As they do not have either of these documents, they requested that the Cayton Ranger Station Foundation apply for the Permit, and the Chamber has graciously agreed.

Staff reposted the Public Hearing notice on the premises. A representative from the Foundation and GRHD will be present to discuss their application and answer questions.

Staff is recommending approval of this revised application.





EnCana Oil & Gas (USA) Inc.

EnCana Oil & Gas (USA) Inc.
2717 County Road 215
Suite 100
Parachute, CO 81635

tel: (970) 285-2825
fax: (970) 285-2691
renata.busch@encana.com
www.encana.com

March 30, 2010

Charlie Stevens
City of Rifle
Utility Director
202 Railroad Avenue
Rifle, CO 81650

RE: Request to Extend Permit 1-99 (Beaver Creek Watershed)

Dear Mr. Stevens:

EnCana Oil & Gas (USA) Inc. (EnCana) is requesting to extend Permit 1-99 in the Beaver Creek Watershed. The permit was set up on 5 year extensions and appears that it expired June 1, 2009. Unfortunately, EnCana did not realize that the 5 years was retroactive to 2004, as we had interpreted the 5 year expiration date as that from the 2006 assignment. The 2006 assignment also included an amendment to allow more than one well per pad. The pads covered by Permit No. 1-99 include Savage 1-13, Savage 1-14, Savage 1-23, Savage 1-24, Savage 1-34, Savage 1-44, Federal 1-43, and Federal J-1 (old existing well).

EnCana is considering future activities on these pads within the Beaver Creek Watershed. Please note that actual activities are an estimate on today's current and anticipated production volumes and are considered a forward-looking statement. And actual activities may be accelerated or delayed based on field development.

Along with our request to extend Permit 1-99, we ask that the 5 year extension provision be removed consistent with more recent permits, which terminate upon final completion of the project, removal of all equipment, and restoration of the site(s).

We look forward to approval of this extension request and thank you in advance for your time and cooperation in this matter.

Sincerely,

Renata Busch
Permit Coordinator

Cc: David Grisso, EnCana Operations Field Leader
Michael Erion, Resource Engineering

BEFORE THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO

SECOND AMENDMENT TO RIFLE WATERSHED DISTRICT PERMIT NO. 1-99 HELD BY
ENCANA OIL & GAS (USA) INC. TO DRILL AND OPERATE NATURAL GAS WELLS IN
THE BEAVER CREEK WATERSHED

FINDINGS OF FACT, CONCLUSIONS OF LAW AND AMENDMENTS TO WATERSHED
DISTRICT PERMIT NO. 1-99

I. FINDINGS OF FACT

1. Rifle Watershed District Permit No. 1-99 (the "Permit") was issued by the Rifle City Council to Tom Brown, Inc. (hereinafter "Tom Brown") and became effective on June 17, 1999.
2. The Permit allowed for various natural gas activities to be conducted within the Beaver Creek Watershed, which is within the defined boundaries of the City's Watershed District as defined in Chapter 13, Article II of the RMC, pursuant to various terms and conditions set forth therein and in attachments thereto.
3. Effective January 1, 2005, Tom Brown merged into EnCana Oil & Gas (USA) Inc. (hereinafter "EnCana").
4. Pursuant to Paragraph 33 of the Permit, the Permit expired on June 1, 2004 unless an extension was requested and granted following a review and public hearing before the City Council on Tom Brown's compliance with the Permit.
5. In 2006, EnCana requested that the City of Rifle amend Watershed Permit No. 1-99 to reflect the change of the name of the holder of the Permit from Tom Brown to EnCana.
6. EnCana also requested that the City Council extend the Permit for an additional five (5) years, or June 1, 2009 and approval to drill more than one (1) well per well pad, for which the Permit did not expressly provide, which request the City Council granted during a public hearing at its meeting held March 15, 2006 and memorialized in that certain First Amendment to Watershed District Permit No. 1-99.
7. EnCana mistakenly interpreted the five (5) year extension from the 2006 hearing and, upon realizing its mistake, on March 30, 2010, EnCana requested extending the Permit, as amended, and eliminating the five (5) year term requirement of the Permit.

CITY OF RIFLE, COLORADO
SECOND AMENDMENT TO
WATERSHED DISTRICT PERMIT NO. 1-99
ENCANA OIL & GAS (USA) INC.

8. Michael Erion, P.E. of Resource Engineering, Inc., Consulting Professional Engineer for the City, reviewed EnCana's request and submitted his findings to the City in a letter dated June 28, 2010 attached hereto as Exhibit A and incorporated herein by this reference (the "Erion Letter"). The Erion Letter recommends removing the five (5) year expiration date of the Permit and allowing EnCana to continue with its operations under the Permit subject to the terms and conditions of the Permit.

II. CONCLUSIONS OF LAW AND AMENDMENT OF THE PERMIT

9. The City incorporates the foregoing recitals as findings and determinations by the City Council, and conclusively makes all of the Findings of Fact, Determinations and Conclusions contained herein.

10. City of Rifle Watershed District Permit No. 1-99, as amended, remains in full force and effect and is hereby amended to remove the five (5) year term of the Permit. All other terms, conditions and requirements of the Permit and shall remain in effect.

11. Any additional roads, well pads, pipelines or associated facilities not approved in the Permit, as amended, shall be reviewed by the City Council pursuant to the City's Watershed District Ordinance.

12. EnCana, by its signature below, agrees to be bound by all of the terms, conditions and requirements set forth in the Permit, as amended, and hereby ratifies and affirms the Permit.

13. The costs for legal and engineering services incurred by the City of Rifle in amending the Permit and ensuring that the holder of the Permit complies with and continues to comply with the terms and conditions set forth in the Permit shall be borne by EnCana.

Dated this ___ day of _____, 2010.

CITY OF RIFLE, COLORADO
DRAFT

By _____

Mayor

CITY OF RIFLE, COLORADO
SECOND AMENDMENT TO
WATERSHED DISTRICT PERMIT NO. 1-99
ENCANA OIL & GAS (USA) INC.

ATTEST:

City Clerk

DRAFT

Accepted and agreed to this _____ day of _____, 2010.

ENCANA OIL & GAS (USA) INC.

By

[Name]
Title: _____



June 28, 2010

Charlie Stevens
City of Rifle
PO Box 1908
Rifle CO 81650

RECEIVED

JUN 29 2010

KARP, NEU, HANLON, P.C.

Jim Neu, Esq.
Karp, Neu and Hanlon, P.C.
PO Box 2030
Glenwood Springs CO 81602

RE: Rifle Watershed District Permit No. 1-99 Encana request to Extend Permit

Dear Charlie and Jim:

Resource Engineering, Inc. (RESOURCE) reviewed the request by Encana Oil and Gas (USA), Inc. to extend Watershed District Permit No. 1-99 (Beaver Creek). Permit No. 1-99 was originally issued to Tom Brown, Inc. in 1999. The permit had a renewable 5 year expiration date. The permit was assigned to Encana and amended to include multiple wells from the existing single well pads in 2006. The renewable 5 year expiration date provision remained in the text for the amended permit. This provision was retroactive to the 2004 expiration date rather than the 2006 permit date. RESOURCE and the City discovered the expiration date issue when reviewing the permit for extent of approved activities. RESOURCE notified Encana that Permit No. 1-99 was expired and a request to extend the permit must be submitted. Encana submitted the attached Request to Extend the permit No. 1-99.

ANALYSIS

Permit No. 1-99 is the only active Watershed District permit with the 5 year term. Permit No. 2-99 also had this provision, but such provision was eliminated when the permit was incorporated into Permit No. 3-09 for Williams Production RMT. The original intent of the 5 year term was for construction activities. The ongoing operation and maintenance for the life of the well was apparently not considered in the old permits. RESOURCE recommends that the permit cover the life of the project and therefore recommend removing the 5 year renewable term provision.

Encana and the City have continued with operation and implementation of Permit No. 1-99 as if it were in place. All existing conditions of the permit should remain, except for the 5 year extension provision.

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

Sincerely,

RESOURCE ENGINEERING, INC.

Michael J. Erion, P.E.
Water Resources Engineer

MJE/mmm
341-10.7

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650
Phone: 970-665-6490 Fax: 970-625-6268



MEMORANDUM

TO: Matt Sturgeon, Assistant City Manager
FROM: Nathan Lindquist, Planner
DATE: August 12, 2010
SUBJECT: Final 2010-2
North Pasture Commercial Minor Subdivision Sketch/Prelim Plan

REQUEST

John Savage—manager of Savage Limited Partnership I—requests City Council approve the Final Plat for a Minor Subdivision in the North Pasture Subdivision. The parcel is located north of 16th Street and east of Birch Avenue.

RECOMMENDATION

Staff recommends City Council approve Final 2010-2 with the following conditions:

1. The final construction drawings shall meet all requirements of City review comments.

BACKGROUND

The purpose of this Minor Subdivision is to subdivide the parcel in the North Pasture subdivision into three lots. Lot CS-1 (0.39 acres) is expected to be sold for the construction of a dentist office. Lot CS-2 (2.21 acres) is to be developed as commercial uses in the future. Lot MDR-3 is to be developed as multi-family in the future. The applicants have included a concept plan (see attached) that shows a potential layout of future buildings that are pulled up to the street with parking located behind the building. This concept layout creates a pedestrian-oriented streetscape in line with the recommendations of the Comprehensive Plan. In order to implement this concept the applicants have created architectural design standards that go beyond the requirements of City Code, and an Architectural Control Committee that will review the design standards. Final construction plans have been submitted, and SGM's review comments are included herein. Sidewalk, curb and gutter will be installed along the north side of 16th Street to the intersection of Birch Avenue.



SCHMUESER | GORDON | MEYER
ENGINEERS SURVEYORS

MEMORANDUM

TO: Rod Hamilton, Matt Sturgeon, Nathan Lindquist (City of Rifle)

FROM: ; Jeff Simonson, P.E.

DATE: August 10, 2010

RE: **North Pasture Commercial Final Plat Review**
FINAL 2010-2

Please note that we are in receipt of the drawings prepared concurrently by Colorado River Engineering and Bookcliff Survey Services for the Final Plat application of North Pastures. The drawings are dated 7/16/10 (CRE drawings) and 7/15/10 (BSS revised drawing). Given our review of the forementioned drawings please note the following:

1. For the extension of the sewer main from the stub on the north side of 16th and Arabian, clarification should be given to field determine the slope of the sewer stub and to match that slope with the new construction proposed to MH-1. Provide drawings for review and approval by the City upon determining if conditions that exists is different than what is shown.
2. For the dry utilities, particularly Xcel Energy, provisions in the agreement to provide service shall include submittal of Xcel drawings for installation of their facilities to the City for review and approval prior to construction.
3. For the waterline tie to the existing 8" main in 16th Street, provide also a valve on the existing line on the east side of the tee to be installed.
4. For the widening of 16th Street at the west end, provide a tapered tie of the asphalt from the widened portion back to 16th Street. The abrupt termination of the widened roadway could safety issues.
5. For the pedestrian sidewalk at the west end of the 16th Street widening, how is this to tie back to existing, usable facilities?
6. The swale location in plan view reflects a six foot offset from back of walk while the section view reflect five foot. Assure that the two are consistent.

7. For the east end of the swale going into the detention pond, is there to be a need for more frequent erosion log placement or erosion control matting as this section of the swale steepens in grade?
8. Have drainage calculations been submitted with this application that sizes the facilities proposed?
9. At the east detention pond and related to the Birch Avenue Storm Drain improvements proposed, what is the grade of the sewer stub from 16th and Birch in relation to the drainage improvements proposed? Are there any current or future grade conflicts?
10. The proposed roadway section for 16th street widening seems more than adequate when using 6 ½" of HBP along with Class 6 ABC. Is there a pavement design requiring such? Based on other notes observed, a pavement design for City review and approval will need to be submitted.
11. Has a geotechnical report been submitted with this application?
12. A note is provided indicating depth assumptions of gas and telephone along 16th Street. Coordinate the proposed field determined findings with the City. If problems exist, design modification will need to be submitted to and approved by the City.

Upon your receipt and review, please call with questions!

JSS

LAND DESIGN PARTNERSHIP

918 Cooper Avenue, Glenwood Springs, CO 81601
970-945-2246 / Fax 970-945-4066 / Cell 970-379-7638
E-mail: ron@landdesignpartnership.com

July 16, 2010

Mr. Matt Sturgeon
Assistant City Manager & Director of Planning
202 Railroad Avenue
Rifle, CO 81650

Re: Final Plat Application, North Pasture Filing No. 5

Dear Matt:

On behalf of Savage Limited Partnership I the North Pasture Commercial development team offers the attached herewith plans and supplemental materials as required for Final Plan review for subdivision of a portion of the remainder tract of the North Pasture Subdivision. This lot configuration will remove that ambiguity. When North Pasture Filing No. 5, Lots CS2 and MDR1 will require additional approvals from the City before any further development occurs.

Lots CS2 and MDR1 will carry a note: "No building permits allowed until re-platted or a Site Plan is approved.

We propose the following regarding final plat fees:

- 1) Water rights dedication fee: Developer to pay for 1EQR, any additional fees to be paid by lot user at time of Site Plan/Building Permit approval;
- 2) Northeast Pressure Zone Impact Fee: Same as #1;
- 3) Parkland Dedications: None required for commercial lots;
- 4) Offsite Street Impact Fee: We do not believe that development of this single lot justifies the need or expense of a Traffic Study and propose that this single lot be assessed an Off-Site Street Impact Fee comparable to that of a single family residential lot, payable 34% at Final Plat and the balance at building permit.

The construction drawings included show the work that will be done for the sale and development of CS1, in particular, developer will complete the pavement profile and adjoining curb, gutter, and sidewalk from Birch Ave to the proposed extension of Arabian Ave. The sidewalk, curb and gutter will end with a curb return to pick up minimal drainage from the private driveway. Access to lot CS1 will be via a private driveway off of 16th St. to be designed and constructed by the ultimate lot buyer. The construction plans provide the required elevations so that the CS1 lot driveway will be compatible with future construction of the Arabian Avenue extension.

The proposed lot is intended to be sold to a dentist who is expected to build a dental clinic. It is anticipated that subdivision of the proposed lot will be completed by late summer allowing time to initiate development of the new lot in the fall.

The Design Guidelines have been developed to meet the needs of a neighborhood shopping center. We may need to work with the City to make some changes in CS zoning in a neighborhood setting.

The changes in the allowed uses was established by City ordinance at the time of Annexation (City of Rifle Ordinance 12 Series 2000).

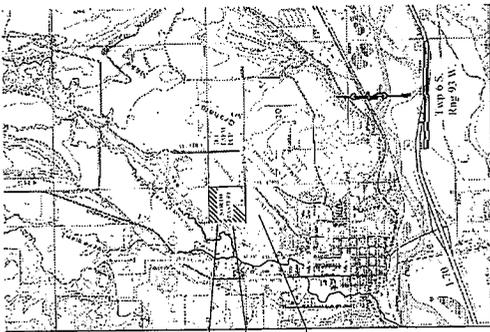
Please contact the development team if you require any additional information. The applicant requests that the Final Plat be reviewed by Staff and scheduled before the City Council at Staff and Council's their earliest convenience consistent with City processing procedures.

Regards,

A handwritten signature in black ink, appearing to read "Ronald Liston", written in a cursive style.

Ronald Liston

The North Pasture, Rifle, CO. Lot B-1 Sketch Plan



Floodplain: This property is outside of all 100-year floodplain areas.

Legal Description:

The North Pasture Remainder Parcel, Garfield County Parcel No. 217700113070 is a portion of the SE 1/4 of the NE 1/4 of Section 9, Township 6 South, Range 93 West of the Sixth Principal Meridian, City of Rifle, County of Garfield, State of Colorado.

LAND USE SUMMARY:

- A) Total Area (Remainder Parcel): approx. 8.3 acres
- B) Acreage Of Developable Land: 7.8 acres
- C) Number of Residential Lots: N/A
Number of Nonresidential Lots: 1 Area: 0.39 acres
- D) Uses Other Than Detached Single Family Homes:
Community Service (Commercial), Area: 0.39 acres
- E) Number Of Residential Dwelling Units By Type:
MDR: N/A
- F) Gross Residential Density: N/A
Net Residential Density: N/A
- G) Total Area Of Nonresidential Floor-Space: Lot B-1, ± 3100 sq. ft.
- H) Total Number Of Off Street Parking Spaces: To be determined by code, ± 17 estimated currently
- I) Existing Zoning: Remainder Parcel consists of: MDR - Medium Density Residential and CS - Community Service (Commercial)

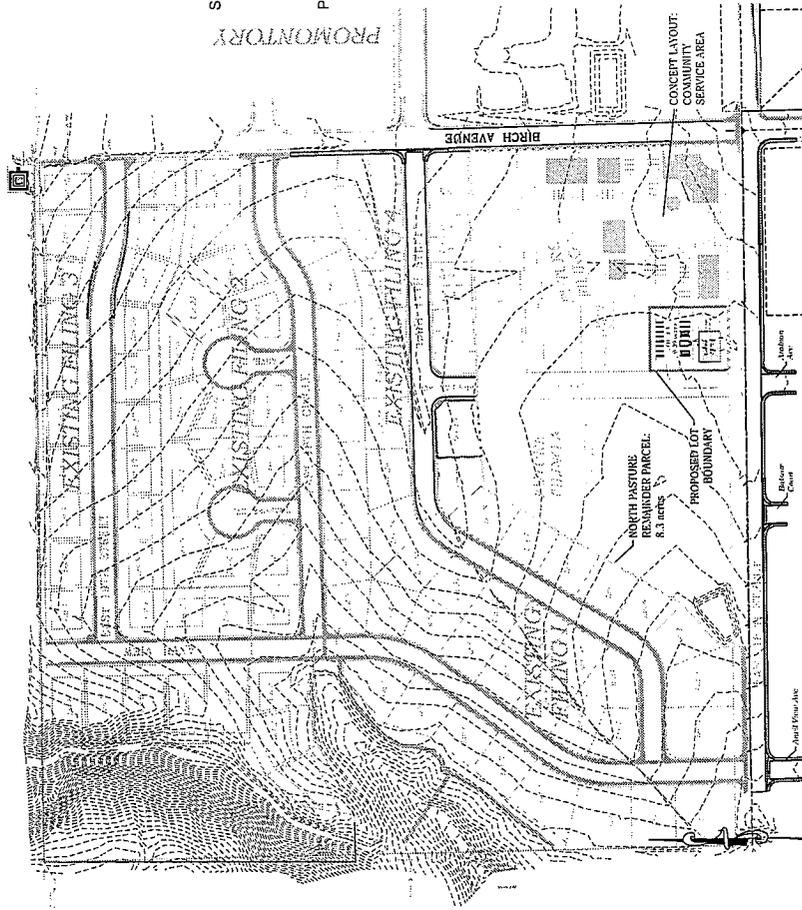
OWNER/DEVELOPER: SAVAGE LIMITED PARTNERSHIP I
c/o JOHN W. SAVAGE
P.O. BOX 1926
RIFLE, COLORADO 81650-1926
PHONE: 970-625-1470

ENGINEER:
COLORADO RIVER ENGINEERING

P.O. BOX 1301
RIFLE, COLORADO 81650
PHONE: 970-625-4933
FAX: 970-625-4564
PROJECT ENGINEER:
CHRISTOPHER MANERA P.E. #30578

SURVEYORS:
BOOKCLIFF SURVEY SERVICES, INC
136 EAST THIRD STREET
RIFLE, COLORADO 81650
PHONE: 970-625-1330
FAX: 970-625-2773

PLANNER:
Ron Liston
Land Design Partnership
918 Cooper Avenue
Glenwood Springs, CO 81601
(970) 945-2246
(970) 379-7638 cell



PROJECT LAYOUT

SHEET INDEX

SHT#	TITLE
1	COVER SHEET
2	SITE LAYOUT

05/19/10
SHEET NO. 1

Savage Limited Partnership I
c/o John Savage
P.O. BOX 1926 RIFLE, CO 81650-1926
North Pasture Lot B-1

COLORADO RIVER ENGINEERING

The Design was prepared by the client. Identical to the design when the design was prepared. Any changes to the design after the design was prepared are the responsibility of the client.

NO.	DATE	BY	REVISION

SHEET TITLE: Cover Sheet

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 18
SERIES OF 2010**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO, APPROVING THE FINAL PLAT OF NORTH PASTURE, FILING
NO. 5 MINOR SUBDIVISION WITHIN THE CITY OF RIFLE

WHEREAS, Savage Limited Partnership I (hereinafter "Developer") filed with the Rifle Planning Department an application for Final Plat approval for a minor subdivision of property known as North Pasture, Filing No. 5, which property is described on Exhibit A attached hereto and incorporated herein by this reference (hereinafter the "Property"); and

WHEREAS, Developer desires to subdivide the Property into three (3) lots: two (2) lots zoned Commercial Services (Lots CS-1 and CS-2) and one (1) lot zoned Medium Density Residential (Lot MDR-3); and

WHEREAS, on August 18, 2010, the Rifle City Council reviewed the Final Subdivision Plat application for the Property, and found these documents to be consistent with the approved combined Sketch/Preliminary Plan; and

WHEREAS, the City Council desires to approve the Final Subdivision Plat of the North Pasture, Filing No. 5 Minor Subdivision pursuant to Rifle Municipal Code §16-5-440(e), subject to all terms and conditions set forth in the Site-Specific Development Plan and Subdivision Improvements Agreement for the Property ("SIA"), which Final Plat and SIA are available for inspection at the City Clerk's Office during business hours.

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

1. The City Council incorporates the foregoing recitals as findings by the City Council.
2. That certain Final Subdivision Plat for the North Pasture, Filing No. 5 Minor Subdivision is hereby approved, subject to all terms and conditions contained herein and in the SIA for the Property, which is hereby approved.
3. Developer shall comply with all of Developer's representations made in any applications and in statements during the public hearings before the Planning Commission and City Council and they shall be conditions of approval with which Developer shall comply unless specifically modified. Developer shall also comply in full with the requirements of the Rifle Municipal Code, including without limitation the requirements of the City of Rifle Public Works Manual. Developer shall also comply in full with the conditions of the Planning and Development Department's staff report presented to the City Council on even date herewith, which conditions must be satisfied prior to the recording of the Final Plat.

4. The Mayor of the City is hereby authorized to indicate the City Council's approval of the Final Plat and SIA for the Property by signing two (2) reproducible copies of the Final Plat and SIA. A true and correct copy of the Final Plat and SIA shall be deposited with the City Clerk and shall be available for public inspection at the Clerk's office after being fully executed by the parties.

5. The City Clerk is hereby directed to file one (1) copy of the Final Plat for the Property, the original of this Resolution, and the SIA in the Office of the City Clerk.

6. The City Clerk is hereby further directed to record this Resolution, the Final Plat for the Property, and the SIA in the Office of the Clerk and Recorder of Garfield County, and to file one (1) certified copy of the Final Plat and this Resolution with the Garfield County Assessor.

7. The City Council's approval of the Final Subdivision Plat creates a vested property right pursuant to the Rifle Municipal Code and Article 68 of Title 24, C.R.S., as amended, for a period of three (3) years from the effective date of this Resolution. As a condition of the granting of such vested right, the Developer shall, at its expense, publish the vested rights notice required by C.R.S. §24-68-103(c) and the Rifle Municipal Code §16-11-10, *et. seq.*, and Developer shall comply with all other procedural requirements set forth therein.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held the 18th day of August, 2010.

CITY OF RIFLE, COLORADO

By

Mayor

ATTEST:

City Clerk

**SITE SPECIFIC DEVELOPMENT PLAN AND
SUBDIVISION IMPROVEMENTS AGREEMENT
FOR NORTH PASTURE, FILING NO. 5
MINOR SUBDIVISION**

THIS AGREEMENT made this ____ day of _____, 2010, by and between the CITY OF RIFLE, COLORADO, a home-rule municipality whose address is P.O. Box 1908, Rifle, CO 81650 (hereinafter "City") and SAVAGE LIMITED PARTNERSHIP I, a Colorado partnership whose address is P.O. Box 1926, Rifle, CO 81650 (hereinafter "Developer");

WITNESSETH:

WHEREAS, Developer is the owner of certain real property located in the City of Rifle, Colorado known as North Pasture, Filing No. 5 and described on Exhibit A attached hereto and incorporated herein by this reference (hereinafter the "Property"); and

WHEREAS, on May 25, 2010, after a duly-noticed public hearing and pursuant to Rifle Municipal Code §16-5-280, the City of Rifle Planning Commission approved a combined Sketch/Preliminary Plan for the Property; and

WHEREAS, on August 18, 2010, the City Council of the City of Rifle, after holding the necessary public meeting, approved by appropriate resolution a Final Subdivision Plat and Final Subdivision Plan for the Property creating three (3) lots: two (2) lots zoned Commercial Services (Lots CS-1 and CS-2) and one (1) lot zoned Medium Density Residential (Lot MDR-3), which Resolution No. 18, Series of 2010 is recorded as Reception No. _____ in the Office of the Garfield County Clerk and Recorder; and

WHEREAS, the City and Developer previously entered into the Joan L. Savage Annexation Agreement ("Annexation Agreement"), dated March 1, 2000, recorded with the Garfield County Clerk and Recorder's Office on May 30, 2000 at Reception No. 564203, Book 1189 at Page 829, the terms and conditions of which are incorporated herein by reference, unless otherwise modified herein; and

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

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

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

2. Purposes. The purpose of this Agreement is to set forth the terms and conditions to be met by the Developer; to set forth the fees to be paid by the Developer upon subdivision of the Property, and to constitute the Subdivision Improvement Agreement provided for in Sections

16-4-170, 16-5-440(d) and 16-6-180(c)(2) of the Rifle Municipal Code. All terms and conditions contained herein are in addition to all requirements of the Rifle Municipal Code, the City of Rifle Land Use Regulations (Title 16 of the Rifle Municipal Code), Resolution No. 18, Series, of 2010, and state and federal statutes, and are not intended to supersede any requirements contained therein, except where specifically provided in this Agreement.

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

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

B. Water and Sewer Taps. Developer, its successors and assigns, shall comply in full with Title 13 of the Rifle Municipal Code regarding tap fees for water and sewer service.

C. WATER RIGHTS DEDICATION.

(1) General Requirements. Pursuant to Section 3.B.(1) of the Annexation Agreement, to the extent Developer's water rights dedications do not fulfill the water rights dedication requirements set forth in Rifle Municipal Code, Section 13-6-10 *et seq.* (formerly 10.20.00, *et seq.*) then in effect at the time of Final Plat for each Phase, Developer shall dedicate additional water rights acceptable to the City or, at the City's option, pay the in lieu of water rights dedication fee at the rate then in effect. The EQR value for the Property shall be calculated at Final Plat for the portion of the Property then the subject of Final Plat.

(2) Water Rights Dedications. Developer has used all water rights dedication credits from its original water rights dedications for Arabian Heights 1 and 2. Developer is retaining the appurtenant water rights to the Property and the consumptive use credits appurtenant to the Property. The City of Rifle has agreed to waive its Option to Purchase and First Right of Refusal per RMC 13-6-80.

(3) Basic Water Rights Dedication Fees Calculations for Filing No. Five. Developer shall pay the basic water rights dedication fee for one (1) EQR for Lot CS-1.

(4) Water Rights Dedication Fees Due at the Time of Building Permit and/or Site Plan Application for Lot CS-1. Any additional water rights dedication fees due shall be determined at time of Site Plan and Building Permit application for Lot CS-1 and paid by the applicant for those approvals. Any additional water rights dedications fees in lieu of water rights dedication shall be due at the time of any building permit application and shall be based upon the fees then in effect per EQR, for any additional EQRs deemed applicable for the proposed uses of Lot CS-1.

(5) Water Rights Dedication Fees Due for Lots CS-2 and MDR-3. No development of these lots is authorized by this Agreement and water rights dedication fees shall be determined at time of any future development application for those lots and shall be based on the fees then in effect.

D. Parkland Dedication. The City and Developer agree that the Property is generally subject to the City parkland dedication requirements set forth in RMC Sections 16-1-90 and 16-4-110. The parties further acknowledge that no residential development is planned for Lot CS-1 as shown on the Final Plat, so no parkland dedication fees are currently owed to the City. However, Lot CS-2 may be developed and/or re-subdivided in the future for a mix of commercial and multi-family uses. For any residential unit, Developer shall pay parkland dedication fees then in effect for each residential unit at the time of building permit application.

E. Offsite Street Impact Fees. For each unit constructed on the Property, offsite street impact fees shall be due and payable 1/3 at the time of Final Plat, and 2/3 at the time a building permit is issued for each unit pursuant to the Rifle Municipal Code in the amount then in effect. In the event of a re-subdivision, re-platting or other change in use of the Property, additional offsite street impact dedication requirements shall be due pursuant to RMC Section 16-1-100.

F. Domestic Water Service.

(1) Northeast Tank Upper Pressure Zone ("NTUPZ") Impact Fees. Developer shall pay the NTUPZ Impact Fee for one (1) EQR for Lot CS-1.

(2) NTUPZ Fees Due at the Time of Building Permit and/or Site Plan Application for Lot CS-1. Any additional NTUPZ Impact Fees due shall be determined at time of Site Plan and Building Permit application for Lot CS-1 and paid by the applicant for those approvals and shall be based upon the fees then in effect per EQR, for any additional EQRs deemed applicable for the proposed uses

of Lot CS-1.

(3) NTUPZ Fees Due for Lots CS-2 and MDR-3. No development of these lots is authorized by this Agreement and NTUPZ Impact Fees for those lots shall be determined at time of any future development application and shall be based on the fees then in effect.

(4) Northeast Tank Upper Pressure Zone Service Surcharge. Lot Owners within Property shall be obligated to pay a Northeast Tank Upper Pressure Zone Service Surcharge, if adopted by the City. If the Northeast Tank Upper Pressure Zone Service Surcharge includes a capital recovery component for recovery of the original construction cost of the Northeast Tank Upper Pressure Zone, Lot Owners within the Property shall be entitled to a credit against said capital recovery for all Northeast Tank Upper Pressure Zone Impact Fees previously paid.

(5) Pressure Reducing Valves. Developer acknowledges that water main pressures in this area can exceed 100 psi. An in-house pressure relief valve shall be installed in all homes and business constructed on the Property. A Plat Note and covenant shall be included in the relevant documents reciting this requirement.

4. Specific Conditions. Developer agrees to perform the following conditions:

A. Representations. All representations of the Developer made in its application and in statements during the public hearings before the Planning Commission and City Council shall be considered conditions of approval with which the Developer shall comply.

B. Revegetation and Landscaping. Within one year of the filing of the Final Plat, Developer shall landscape the Property to eliminate erosion and revegetate any disturbed areas pursuant to plans reviewed and approved by the City. Developer shall further install or require by covenant, to which the City shall be a third party beneficiary, landscaping on the Property pursuant to plans approved by the City. Cost estimates of all landscaping shall be submitted to the City, guaranteed by the security required by this Agreement, and shall be considered a public improvement hereunder.

C. Birch Avenue Sidewalk Maintenance. Developer, and after construction and dedication of the public improvements, the Owner's Association or individual lot owners, shall maintain, including landscaping, snow removal, trash pickup, and weed removal, all Birch Avenue and 16th Street right of way to the back of sidewalk on the west side of Birch Avenue and north side of 16th Street, not including repair or replacement of the sidewalk, except as otherwise hereafter agreed or as provided by law.

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

6. Public Improvements. All water lines, water facilities, sewer lines, sewer facilities, hydrants, water or sewer distribution facilities, drainage structures, landscaping, gas lines, electrical facilities, cable T.V., telephone lines, utility systems, streets (public and/or private), lighting and signage required by this Agreement or shown on the Construction drawings prepared by Colorado River Engineering as Job No. 529.6 and dated July 15, 2010, as may be amended (the "Public Improvements") shall be installed and completed at the expense of the Developer.

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

7. Construction Observation and Inspection.

- A. Construction Inspection by Developer. Developer shall be responsible for ensuring that its certified professional engineer provides construction inspection services as necessary to allow Developer's engineer to provide a stamped certification, when improvements are submitted to the City for acceptance, that the Public Improvements have been constructed in accordance with the Plans and Specifications approved by the City.
- B. Construction Observation by the City. The City shall have the right to make engineering observations at reasonable intervals and at the Developer's expense during construction of the Public Improvements. Observation, acquiescence in or approval by any engineering inspector of the construction of any physical facilities, at any particular time, shall not constitute City approval of any phase of construction of the Public Improvements. City approvals shall be made only after completion of construction and in the manner hereinafter set forth. To assist the City in monitoring the installation of the Public Improvements, a supervisor employed by the Developer's general contractor shall inspect the Public

Improvements on at least a weekly basis, and shall provide the City Public Works Director or his/her designee with supervisor's field and inspection notes relating to the installation of the Public Improvements which have been reviewed and stamped by a professional engineer. The supervisor shall regularly apprise the City Public Works Director or his/her designee of the status of the work on the Public Improvements. Further, the Developer at its own expense shall have an approved geotechnical engineer monitor the methods of construction and backfill, to ensure such work is being completed in conformance with the approved Plans and Specifications, and accepted standards for such work. The geotechnical engineer shall conduct inspections and testing as directed by the City Public Works Director or his/her designee. The City agrees to respond to requests for interim inspections in a timely manner and to respond not later than ten (10) business days after a request for a final inspection. Nothing in this paragraph shall be construed to constitute an acceptance by the City of the Public Improvements, which approval and acceptance shall only occur pursuant to the specific provisions below.

8. Completion of Public Improvements; Approval. The Developer shall complete all Public Improvements within one (1) year of the execution of this Agreement. Upon the Developer's completion of construction of the Public Improvements, the Developer's engineer shall certify in writing that the improvements have been completed in conformance with the Plans and Specifications and submit to the City a completed acceptance checklist utilizing a form approved by the City. Thereafter, the City Public Works Director or his/her designee shall inspect the Public Improvements and certify in writing and with specificity their conformity or lack thereof to the Plans and Specifications. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Plans and Specifications. The Developer shall at its expense have "as-built" drawings prepared by a professional engineer and a registered land surveyor, which drawings shall include all legal descriptions the City may require. The Developer shall also prepare a summary of the actual construction costs of all Public Improvements to be dedicated to the City. The "as-built" drawings and costs summary shall be forwarded to the City for review and approval.

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

9. Acceptance; Conveyance. Within thirty (30) days of the Acceptance Date, the

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

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

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

11. Performance Guarantee. The total amount of required security for the Public Improvements shall be as specified on Exhibit B.

- A. In order to secure the construction and installation of the Public Improvements above described, for which the Developer is responsible, the Developer shall upon execution of this Agreement, and before any units are contracted for or sold or offered for sale, furnish the City in good and sufficient form approved by the City Attorney a financial guarantee or certificate or other evidence of an irrevocable letter of credit, issued or confirmed by a commercial banking institution authorized to do business and with offices located within the State of Colorado to secure the performance and completion of the Public Improvements, in an amount equal to the estimated costs of said facilities as set forth on Exhibit B. The City shall have the right to review and approve all terms and conditions of the letter of credit prior to recording of the Final Plat.

The original letter of credit shall be delivered to the City prior to the recordation of the Final Plat. This Letter of Credit shall comply in all respects with the Uniform Customs and Practice for Documentary Credits, 1993 Revision, issued by the International Chamber Commerce, Paris, to the extent it does not conflict with Article 5 of the Colorado Uniform Commercial Code.

- B. In the event the Public Improvements are not constructed or completed within 12 months of the date of this Agreement, the letter of credit shall provide that the funds necessary to complete the Public Improvements shall be put directly to an escrow account under the control of the City Manager and shall be used to complete the Public Improvements called for herein.

- C. Within ten (10) days of timely completion of the Public Improvements, and performance of the conditions and requirements of this Agreement secured by the performance guarantee, and upon the approval of the City Manager, the performance guarantee shall be released to Developer. If the improvements are not completed within the required time, the performance guarantee may be called by the City and the monies may be used to complete the improvements; provided, however, that if such guarantee is not sufficient to pay the actual costs, the Developer shall be responsible for the balance.
- D. The required security for the Public Improvements is the amount mutually agreed upon by the Developer and the City Engineer as set forth above. The parties agree that this amount does not necessarily reflect the City Engineer's estimate of what the actual cost to the City would be if the City were required to fund construction of all of the Public Improvements. In the event the costs of the Public Improvements exceed the amount set forth above, Developer shall be solely responsible for the actual cost. The purpose of Exhibit B is solely to determine the amount of security and shall be revised every twelve (12) months to reflect the actual costs, and the performance guarantee required by this SIA shall be adjusted accordingly. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the actual costs of all such Public Improvements.
- E. The parties expressly agree that the Developer's preparation and submission to the City of "as-built drawings" and a summary of actual construction costs for the Public Improvements to be dedicated to the City--and approval by the City of the as-built drawings and summary--are essential requirements of this Agreement. In the event the Developer fails to provide the as-built drawings and summary to the City thirty (30) days prior to the expiration of the performance guarantee or any extension thereof, such failure shall constitute a breach of this Agreement with regard to the completion of the Public Improvements, damages for which are impossible to ascertain, entitling the City to call upon the performance guarantee in an amount equal to ten (10%) percent of the total amount set forth on Exhibit B, which amount the City may retain as liquidated damages due to Developer's breach. No releases to the letter of credit shall be granted by the City until such as-built drawings are provided and all improvements are accepted by the City.

12. Title Policy. Prior to the recordation of the Final Plat for the Property, the Developer shall provide the City a commitment for a title insurance policy in the minimum amount available, indicating that the Property is free and clear of all encumbrances whatsoever which would impair the use of the Property as proposed by the Final Subdivision Plat. Further, said title commitment, and/or an additional title commitment, shall show that all other property to be dedicated to the City is free and clear of all encumbrances which would make said dedications unacceptable as the City in its sole discretion determines. At the time of recording the Final Plat, the title insurance policy(s) shall be provided to the City, and the premium(s) for the title insurance shall be paid by the Developer. In the event the title commitment(s) reflect

encumbrances which would impair the use of the Property as proposed or which would make the public dedications unacceptable, the City shall notify the Developer, who shall cure or otherwise remove or subordinate said encumbrances to the satisfaction of the City prior to the recordation of the Final Plat.

13. Vested Rights. Pursuant to Section 16-11-10, *et. seq.*, of the Rifle Municipal Code, the City and the Developer agree that the City Council's final subdivision plat approval of the Property constitutes the approval of a "Site Specific Development Plan", and no further hearings are required. Pursuant to the approval by the City Council of the Final Plat for the Property, the City granted vested property rights for the Property for a period of three (3) years from the effective date of the City ordinance approving this Agreement and the Final Plat upon the condition that Developer comply with all of the terms and conditions of this Agreement, the Final Plat for the Property, and the development submittal. Such rights shall also be subject to the provisions of Rifle Municipal Code Section 16-11-10, *et. seq.* The Developer shall at its expense publish the vested rights notice required by C.R.S. §24-68-103(1) and Rifle Municipal Code Section 16-11-50.

14. Owners Association; Covenants. An owners association shall be created by the Developer under the laws of the State of Colorado before any properties within the development are sold to third parties. The Articles of Incorporation and covenants shall be reviewed by the City Attorney to insure that they meet the City's requirements that the owners association (1) maintains, operate and assume full responsibility for all easements and common areas within the Property and shown on the Final Plat, including landscaping; (2) maintains all private open space; and (3) is empowered to enforce any provisions of the covenants, conditions and restrictions affecting the Property. The covenants for the Property shall also address, at a minimum as applicable: party wall agreements, snow removal, building and landscape maintenance, sidewalk maintenance, use of limited and general common elements, and fencing styles and heights. The Articles of Incorporation and covenants shall be reviewed and approved, and the Articles filed with the Colorado Secretary of State prior to the recordation of the Final Plat.

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

- A. This SIA has been recorded in the Office of the Garfield County Clerk and Recorder, and a recorded copy is on file in the Office of the City Clerk.
- B. The Final Plat has been recorded in the Office of the Garfield County Clerk and Recorder, and a recorded copy is on file in the Office of the City Clerk.
- C. All public improvements have been accepted, or a performance guarantee to secure all public improvements has been provided in accordance with this SIA.

16. Voluntary Action of Developer. Notwithstanding any provision of the Rifle Municipal Code, the Developer agrees that all terms and conditions of this Agreement, including

specifically the payment of fees, the dedication of land, and the completion of off-site infrastructure improvements, are agreed to and constitute the voluntary actions of the Developer.

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

- A. The refusal to issue to the Developer any building permit or certificate of occupancy; provided, however, that this remedy shall not be available to the City until after the affidavit described below has been recorded;
- B. The recording with the Garfield County Clerk and Recorder of an affidavit, approved in writing by the City Attorney and signed by the City Manager or his designee, stating that the terms and conditions of this Agreement have been breached by the Developer. At the next regularly scheduled City Council meeting, the City Council shall either approve the filing of said affidavit or direct the City Manager to file an affidavit stating that the default has been cured. Upon the recording of such an affidavit, no further units may be sold within the Property until the default has been cured. An affidavit signed by the City Manager or his designee and approved by the City Council stating that the default has been cured shall remove this restriction;
- C. A demand that the security given for the completion of the public improvements be paid or honored;
- D. The refusal to consider further development plans within the Property; and/or
- E. Any other remedy available at law.

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

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

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

20. Waiver of Defects. In executing this Agreement, Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the City to impose conditions on Developer as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

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

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

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

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

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

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

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

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

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

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

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

Notice to City:

City of Rifle
P. O. Box 1908
Rifle, CO 81650

With copy to:

Karp Neu Hanlon, P.C.
P. O. Drawer 2030
Glenwood Springs, CO 81602

Notice to Developer:

Savage Limited Partnership I
c/o John Savage, Manager
P.O. Box 1926
Rifle, CO 81650

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

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

CITY OF RIFLE, COLORADO

By: _____
Mayor

ATTEST:

Clerk

SAVAGE LIMITED PARTNERSHIP I

By: _____
Name: _____
Title: _____

A PARCEL OF LAND SITUATE IN THE NE1/4NE1/4 OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF RIFLE, COUNTY OF GARFIELD, STATE OF COLORADO. ALL BEARINGS RELATIVE TO A BEARING OF N00°40'16"W BETWEEN THE NORTHEAST 1/16 CORNER OF SAID SECTION 9, A BRASS CAP LS NO. 16397 IN PLACE, AND THE EAST 1/16 CORNER OF SAID SECTION 9 AND SECTION 4, AN ALUMINUM CAP LS NO. 16413 IN PLACE. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT SAID NORTHEAST 1/16 CORNER OF SAID SECTION 9; THENCE N84°59'00"E 371.07 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF NORTH PASTURE, FILING NO. 1, THE TRUE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY BOUNDARY LINE THE FOLLOWING THREE (3) COURSES:

- 1.) N00°22'46"W 19.22 FEET
- 2.) N48°28'53"E 108.68 FEET
- 3.) N30°58'37"E 430.06 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF NORTH PASTURE FILING NO. 4; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE THE FOLLOWING THREE (3) COURSES:

- 1.) N86°09'14"E 164.22 FEET
- 2.) S89°22'32"E 50.00 FEET
- 3.) N88°39'29"E 412.59 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF BIRCH AVENUE; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S01°00'40"E 473.99 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST 16 STREET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE S89°37'14"W 937.30 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINING 8.275 ACRES, MORE OR LESS.

B.

Table 1 - North Pasture Filing 5

Engineers Estimate of probable construction costs - Public Improvements

		All Phases				
Construction Costs (all items are constructed in place)		QTY	Units	Unit Cost	Est. Cost	Sub-totals
GRADING	Mobilization	1	ls	\$3,000.00	\$3,000	
	Net grading road excavation	760	cy	\$5.00	\$3,800	
	Drainage swales, Pond - 189 CY	500	lf	\$5.00	\$2,500	
	Revegetation, Restoration of Grounds	1	ls	\$2,500.00	\$2,500	
	TOTAL OVERLOT					\$11,800
SEWER	Street cut	1	ea	\$300.00	\$300.00	
	8" sewer mains - depth to 8 to 16-feet	75	lf	\$44.00	\$3,300	
	4" sewer services	1	ea	\$1,400.00	\$1,400	
	Manholes	1	ea	\$3,500.00	\$3,500	
	TOTAL SEWER					\$8,500
WATER	8" PVC C-900 water service	55	lf	\$32.00	\$1,760	
	8" gate valve with cast iron valve box	1	ea	\$1,600.00	\$1,600	
	1" Copper Type K water service	40	lf	\$35.00	\$1,400	
	8" Tee	1	ea	\$700.00	\$700	
	Connection to existing mains, mechanical coupler, 8" Tee	1	ea	\$3,000.00	\$3,000	
	Concrete thrust blocks, 8" cap, tracer wire	1	ea	\$1,000.00	\$1,000	
	tap, meter pit, curb stop	1	ea	\$1,200.00	\$1,200	
	TOTAL WATER					\$10,660
ROADS	Saw cut existing asphalt back min 2', remove asphalt	465	lf	\$2.50	\$1,163	
	Scarify, moisture treat and recompact - 12" depth	180	sy	\$12.00	\$2,160	
	Asphalt road base 12" ABC, Class 6	248	ton	\$25.00	\$6,200	
	Asphalt 6.5" depth	180	ton	\$94.00	\$16,920	
	Concrete road base 6" depth, Class 6	100	ton	\$25.00	\$2,500	
	24" gutter & 6" Vert. Curb	396	lf	\$20.00	\$7,920	
	5' Detached sidewalk	396	lf	\$25.00	\$9,900	
	Pour concrete ramp sidewalk connection	1	ea	\$3,000.00	\$3,000	
	TOTAL ROADS					\$49,763
DRAINAGE	24" x 36" Storm Drain Box with Grate	1	ea	\$3,500.00	\$3,500	
	12" ADS N-12 storm drain pipe	30	lf	\$28.00	\$840	
	12" Flared End Section	1	ea	\$400.00	\$400	
	Street cut, concrete replacement	1	ls	\$500.00	\$500	
	18" ADS N-12 storm drain pipe	20	lf	\$40.00	\$800	
	18"x 8" Reducer	1	ea	\$500.00	\$500	
	Rip-rap culvert inlet	5	ton	\$50.00	\$250	
	Straw bale eroision control dams	3	ea	\$150.00	\$450	
	TOTAL DRAINAGE					\$7,240
SHALLOW UTIL	Trenching and Conduit	136	lf	\$10.00	\$1,360	
	Dry util risers, transformers, switch gear, disconnects, etc.	1	ls	\$3,000.00	\$3,000	
	TOTAL SHALLOW UTIL					\$4,360
Construction Subtotal					\$92,323	\$92,323
Contingency				5%	\$4,616	
Geotech				5%	\$4,616	
Engineering, Surveying, Construction Inspection				10%	\$9,232	
Total					\$110,787	\$110,787
This summary of probable construction costs was prepared for estimating purposes only in support of the development of an SIA with the City of Rifle. Estimates are based on current market conditions and the preliminary design construction drawings.						

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 11
SERIES OF 2010**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO REPEALING AND REENACTING CHAPTER 8, ARTICLE I OF THE RIFLE MUNICIPAL CODE TO ADOPT BY REFERENCE THE 2010 EDITION OF THE MODEL TRAFFIC CODE FOR COLORADO; REPEALING ALL ORDINANCES OF THE CITY OF RIFLE, COLORADO, IN CONFLICT THEREWITH; AND PROVIDING PENALTIES FOR VIOLATION THEREOF.

WHEREAS, by Ordinance No. 30, Series of 2003, the City adopted by reference the Model Traffic Code for Colorado, 2003 Edition, which regulations are now codified at Chapter 8, Article I of the Rifle Municipal Code; and

WHEREAS, the Colorado Department of Transportation has recently revised the Model Traffic Code and adopted the Model Traffic Code, 2010 Edition; and

WHEREAS, City staff has undertaken a review of the 2010 Model Traffic Code and recommends to the City Council that it be adopted by the City; and

WHEREAS, the City Council desires to adopt by reference the Model Traffic Code, 2010 Edition, pursuant to the procedures set forth in C.R.S. §31-16-201 *et. seq*; and

WHEREAS, pursuant to C.R.S. §31-16-203, the City Council held a duly-noticed public hearing on August 4, 2010 to solicit public opinion on the adoption of the 2010 Model Traffic Code; and

WHEREAS, the City Council finds and determines that the adoption of the 2010 Model Traffic Code is in the best interest of the public health, safety and welfare of the citizens of Rifle.

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

Section 1. The foregoing recitals are incorporated by reference as findings and determinations of the City Council; and

Section 2. Chapter 8, Article I of the Rifle Municipal Code is hereby repealed and reenacted to read as follows:

**CHAPTER 8
Vehicles and Traffic**

**Article I
Model Traffic Code**

8-1-10. Adoption.

Pursuant to Parts 1 and 2 of Article 16 of Title 31, C.R.S., there is hereby adopted by reference Articles I and II, inclusive, of the 2010 edition of the *Model Traffic Code for Colorado*, together with the appendices thereto, promulgated and published as such by the Colorado Department of Transportation, Safety and Traffic Engineering Branch, 4201 East Arkansas Avenue, EP 700, Denver, Colorado 80222. The subject matter of the Model Traffic Code relates primarily to comprehensive traffic and vehicle control regulations for the City. The purpose of this Article and the code adopted herein is to provide a system of uniform traffic regulations consistent with state law, and generally conforming to similar regulations throughout the state and the nation.

8-1-20. Copy on file.

One (1) copy of the Model Traffic Code adopted herein is now on file may be inspected during regular business hours. Copies are available for sale in the office of the City Clerk.

8-1-30. Amendments.

Except as expressly modified in this Article, the Model Traffic Code is adopted as if set forth in full.

8-1-40. Application.

This Article shall apply to every street, alley, sidewalk area, driveway, park and every other public way, place or parking area, either within or outside the corporate limits of the City, the use of which the City has jurisdiction and authority to regulate. The provisions of Sections 1401, 1402 and 1413 of the adopted Model Traffic Code, respectively concerning reckless driving, careless driving and eluding a police officer, shall apply not only to public places and ways but also throughout the City.

8-1-50. Prohibited activities on sidewalks.

Section 109(9) of the adopted code is amended by the addition of the following sentence at the end of subsection (9):

When properly posted, it shall be unlawful for any person to ride a bicycle, roller skate, roller blade, skateboard or utilize similar devices on sidewalks or parking lots anywhere within the City limits.

8-1-60. Definition and use of off-highway vehicles.

A new Section 111 of the adopted code is hereby enacted as follows:

111. Off-highway vehicles.

(1) Definition of Off-Highway Vehicle. Every motor vehicle designed primarily for travel off of the public highways and which is not required to be registered with the State of Colorado under the provisions of Article 3, Title 42, C.R.S.

(2) Use of Off-Highway Vehicles. No off-highway vehicle shall be operated anywhere in the City of Rifle, except on private property by the written permission of the landowner, or in a parade licensed by the Chief of Police in accordance with the provisions of the Rifle Municipal Code. Testimony of the failure of any owner or operator of an off-highway vehicle to present immediate evidence of permission to operate the vehicle, when requested to do so by a peace officer, shall constitute prima facie evidence that such owner or operator of the off-highway vehicle violated this section. No person shall be convicted of a violation of this section if he produces in court an affidavit, signed under oath by the landowner, that he had given the owner or operator permission to use the off-highway vehicle on his property at the time of the alleged violation.

8-1-70. Mufflers.

Section 225(3) of the adopted code is hereby amended to read as follows.

(3) Any person who violates subsection (1) of this section commits a class B traffic infraction. Any person who violates subsection (1.5) of this section shall, upon conviction, be punished by a fine of five hundred dollars (\$500.00).

8-1-80. Obstruction of roadways by pedestrians prohibited.

Section 801 of the adopted code is amended to add a new subsection (5) as follows:

(5)(a) It is unlawful for a pedestrian to engage in any activity within a public street or roadway that obstructs, or reasonably could obstruct, the free flow of vehicular traffic or otherwise constitutes, or reasonably could constitute, a hazard, except as expressly permitted or authorized by this Code.

(b) It is unlawful for a parent, guardian, or other person having care or custody of any child under the age of ten (10) years to intentionally, knowingly, or recklessly allow or permit any such child to violate subsection (a) of this section.

(c) The fact that a child under the age of ten (10) years is engaged in an activity within a public street or roadway contrary to the provisions of subsection (a) of this section shall be prima facie evidence that the parent, guardian, or other person having custody of the child is guilty of violating this section.

8-1-90. Speed limits.

Section 1101(2) of adopted code is amended to read as follows:

(2) Except when a special hazard exists that requires a lower speed, and except as otherwise provided herein, the following speeds shall be lawful:

(a) Twenty-five (25) miles per hour on all City streets, unless otherwise posted.

(b) Twenty (20) miles per hour on narrow, winding mountainous highways and blind curves.

(c) Forty (40) miles per hour on open mountain highways.

(d) Forty-five (45) miles per hour for all vehicles in the business of transporting trash, where higher speeds are posted, when said vehicle is loaded as an exempted vehicle pursuant to Section 507(3).

(e) Fifty-five (55) miles per hour on other open highways which are not on the interstate system, as defined in C.R.S. §43-2-101(2).

(f) Seventy-five (75) miles per hour on surfaced, four-lane highways which are on the interstate system, as defined in C.R.S. §43-2-101(2), where authorized by a majority of the members of the transportation commission and such speed has been so designated by official traffic control devices.

(g) Any speed not in excess of a speed limit designated by an official traffic control device.

8-1-100. Traffic regulation in mobile home parks.

Pursuant to Section 1102(6) of the adopted code, all stop sign regulations and speed limits not inconsistent with Section 8-1-90 above shall be enforced upon any way which is open to travel by motor vehicles and which is privately maintained in mobile home parks, when appropriate signs giving notice of such enforcement are erected at the entrances to such ways.

8-1-110. Parking prohibited in specified places.

Section 1204(1) of the adopted code is amended to add subsections (l), (m) and (n) to read as follows:

- (l) Within an alley, except during the necessary expeditious loading and unloading of merchandise or freight, and in no case shall a stop for loading or unloading of materials exceed twenty (20) minutes.
- (m) Parked occupying more than one parking space.
- (n) Parked in violation of designated parking as defined by pavement markings or signs.

8-1-120. Illegal parking on private property.

Section 1204 of the adopted code is hereby amended to add a new subsection (9) to read as follows:

- (9) At any place within this municipality where clearly marked signs or markings are posted by the owner, or lessee, of the property, giving notice of any stopping, standing or parking restrictions or prohibitions, no person shall stop, stand or park a vehicle in any manner in violation of the provisions contained on such sign or signs. Any violation thereof shall be punished as in other cases of unlawful parking; provided, however, that the police department shall require the owner or lessee of the property to sign a complaint prior to taking any action.

8-1-130. Obedience to stopping, standing or parking restriction and prohibition signs.

Section 1204 of the adopted code is hereby amended by the addition of new subsection 1204 (10), to read as follows:

- (10) On any street, alley, parking lot, or at any place within this municipality where official signs are posted giving notice of stopping, standing or parking restrictions or prohibitions as authorized in Section 42-4-111(a), C.R.S., no person shall stop, stand or park a vehicle in any manner in violation of the provisions contained on such sign or signs except when necessary to avoid conflict with other traffic, or in compliance with the directions of a police officer. The City Council may adopt by resolution parking restrictions on certain streets, alleys and parking lots.

8-1-140. Interference with parking enforcement officer or procedures.

Section 1204 of the adopted code is hereby amended by the addition of new subsection 1204(11), to read as follows:

(11) No person shall erase, remove, alter or otherwise tamper with markings or other detection materials placed on any vehicle, vehicle tire or pavement for the purpose of enforcement of timed parking.

8-1-150. Parking for certain purposes prohibited.

Section 1205 of the adopted code is hereby amended by the addition of a new subsection 1205(5), to read as follows:

(5) No person shall park a vehicle upon a roadway for the purpose of:
(a) Greasing, painting, washing or repairing such vehicle, except repairs necessitated by an emergency.

8-1-160. Parking permits.

A new Section 1212 of the adopted code is hereby adopted, to read as follows:

1212. Parking permits. The City Council may provide by resolution for parking permits granting exemption from time parking regulations on such terms and conditions and for such fees as the Council may determine appropriate from time to time.

8-1-170. Notice on illegally parked vehicles.

A new Section 1213 of the adopted code is hereby adopted, to read as follows:

1213. Notice on illegally parked vehicles. Whenever any motor vehicle without a driver is found parked or stopped in violation of any of the restrictions imposed by the ordinances of the City of Rifle, the officer finding such vehicle shall take its registration number and may take any other information displayed on the vehicle which may identify its user, and shall conspicuously affix to such vehicle a penalty assessment notice issued pursuant to Section 8-1-180 of the Rifle Municipal Code.

8-1-180. Compulsory insurance penalty.

Section 1409(9) of the adopted code is hereby deleted.

8-1-190. Penalties for violation.

Section 1701 of the adopted code is amended to read as follows:

1701. Municipalities – traffic offenses classified – schedule of fines.

(1) Except as otherwise provided for in this section, any person who violates any provision of the Model Traffic Code shall be deemed to have committed a noncriminal traffic offense. Every person who is convicted of, who admits liability for, or against whom a judgment is entered for, a noncriminal traffic offense shall be penalized by imposition of a fine in an amount not less than \$5.00 and not greater than \$500.00. The presiding Judge of the Municipal Court shall promulgate a schedule of penalties for all noncriminal traffic offenses contained in the Model Traffic Code. Said schedule shall be prominently posted in the office of the Municipal Court Clerk.

(2) A violation of any of the following provisions of the Model Traffic Code shall be a criminal offense. Every person convicted of violating any of the following provisions of the Model Traffic Code shall be punished by a fine of not more than \$1,000.00 or by imprisonment for not more than one (1) year, or by both such fine and imprisonment.

(a) Section 1903 – Stopping for school buses.

(b) Section 1101 – Speeding (the alleged violator is accused of exceeding the prima facie speed limit by more than 19 miles per hour).

(c) Section 1105 – Speed contests.

(d) Section 1401 – Reckless driving.

(e) Section 1402 – Careless driving (the violation has caused, or contributed to the cause of, an accident resulting in appreciable damage to property of another or an injury or death to any person).

(f) Section 1413 – Eluding or attempting to elude police officer.

(g) Section 1409 – Compulsory insurance.

(h) Any other offense contained in the Model Traffic Code resulting in an accident causing personal injury or substantial property damage.

8-1-200. Procedure for noncriminal traffic offenses.

Part 17 of the adopted code is amended by the addition of a new Section 1701.5, to read as follows:

1701.5 Procedure – noncriminal traffic offenses.

(1) Notwithstanding the provisions of Rule 223(a) and (b) of the Colorado Municipal Court Rules of Procedure, or any other provision of law, the right of a jury trial shall not be available at a hearing where the cited person is charged with a noncriminal traffic

offense. In addition, no person charged with a noncriminal traffic offense shall be afforded the right of court-appointed counsel.

(2) The Colorado Municipal Court Rules of Procedure shall apply to any hearing where the cited person is charged with a noncriminal traffic offense, unless any of the rules are clearly inapplicable. The burden of proof shall be upon the people, and the court shall dismiss charges against an alleged violator beyond a reasonable doubt.

(3) An appeal from final judgment on a noncriminal traffic offense shall be made in accordance with Rule 237 of the Colorado Municipal Court Rules of Procedure.

(4) Except as otherwise provided in this subsection, no person against whom a judgment has been entered for a noncriminal traffic offense shall collaterally attack the validity of that judgment unless such attack is commenced within three months after the date of entry of the judgment. The only exceptions to the time limitations shall be:

(a) A case in which the court entering judgment did not have jurisdiction over the subject matter of the alleged infraction;

(b) A case in which the court entering judgment did not have jurisdiction over the person of the violator;

(c) Where the court finds by a preponderance of the evidence that the failure to seek relief within the applicable time period was caused by an adjudication of incompetence or by commitment of the violator to an institution for treatment as a mentally ill person; or

(d) Where the court finds that the failure to seek relief within the applicable time period was the result of circumstances amounting to justifiable excuse or excusable neglect.

(5) At any time that a person is cited for the commission of any noncriminal traffic offense, the citing officer shall give a notice to the person in charge of or operating the motor vehicle involved, which notice shall be in the form of a penalty assessment notice.

(6) The penalty assessment notice tendered by the citing officer shall contain the name and address of such person or, if the vehicle is unattended, the owner of the vehicle shall be presumed to be such person, the license number of the vehicle involved, if any, the number of such person's driver's license, if available, the nature of the offense, the amount of the penalty prescribed for such offense, the date of the notice, the time and place and when and where such person shall appear in court in the event such penalty is not paid, and a place for such person to execute a signed acknowledgment of liability and an agreement to pay the penalty prescribed within twenty days, as well as such other information as may be required by law to constitute such notice as a summons and complaint to appear in court, should the prescribed penalty not be paid within the time period.

(7) One copy of the notice shall be given to the violator by the citing officer.

(8) The time specified in the notice to appear shall be at least fourteen days, but not more than forty-five days after such citation, unless the person cited shall demand an earlier hearing.

(9) Whenever the alleged violator refuses to sign or accept the penalty assessment notice, tender of such notice by the citing officer to the alleged violator shall constitute service of a summons and complaint.

(10) In the event a person who has been cited for a noncriminal traffic offense fails to pay the penalty assessment within the time period specified in the penalty assessment notice, he shall make an appearance and answer the complaint against him. If the alleged violator answers that he is liable, judgment shall be entered against him, and he shall be assessed the appropriate penalty and applicable court costs. If the alleged violator denies the allegations in the complaint, a final hearing on the complaint shall be held within the time period prescribed in Rule 248 of the Colorado Municipal Court Rules of Procedure. If the alleged violator fails to appear for a final hearing, judgment shall be entered against him, and he shall be assessed the appropriate penalty and applicable court costs.

(11) In the event a person who has been cited for a noncriminal traffic offense fails to pay the penalty assessment within the time period specified in the penalty assessment notice and fails to appear at the time and place specified in the notice, judgment shall be entered against him, and he shall be assessed the appropriate penalty and court costs.

(12) A police officer coming upon an unattended vehicle which is in apparent violation of any provision of the *Model Traffic Code* may place upon the vehicle a penalty assessment notice indicating the noncriminal traffic offense pursuant to the procedure set forth at Subsection (6) above. If the penalty assessment is not paid within twenty days of the issuance of such notice, the court shall mail a notice to the registered owner of the vehicle, setting forth the noncriminal traffic offense, the time and place where it occurred, directing the payment of the penalty assessment within twenty days from the issuance of the notice, and the time and place and when and where such person shall appear in court in the event such penalty is not paid as provided in the initial penalty assessment notice. In any prosecution of any of the provisions governing unattended vehicles, proof that the particular vehicle described in the penalty assessment notice was left unattended in violation of any such law or regulation, together with proof that the defendant named in the penalty assessment notice was, at the time of violation, the registered owner of such vehicle, shall constitute in evidence a prima facie rebuttable presumption that the registered owner of such vehicle was the person who left the vehicle unattended at the place where, and for the time during which, such violation occurred.

(13) If the alleged violator is cited for a noncriminal traffic offense, he shall be privileged to answer the complaint made against him in the manner provided in the Colorado Municipal Court Rules of Procedure. The maximum penalty which may be imposed shall not exceed the penalty set forth in the penalty assessment notice.

(14) The provisions of this section shall not apply to violations specified in Section 1701(2) of this code, nor shall they apply when it appears that the alleged violator has, in the course of the same transaction, violated one of the provisions referred to in Section 1701(1) of this code, and has also violated one or more of the provisions contained in Section 1701(2) of this code, and the arresting officer charges such alleged violator with two or more violations, any one of which is not referred to in Section 1701(1) of this code.

(15) If a person receives a penalty assessment notice for a violation under this Part 17 and such person pays the fine and surcharge for the violation on or before the date the payment is due, the points assessed for the violation are reduced as follows:

(a) For a violation having an assessment of three (3) or more points, the points are reduced by two (2) points;

(b) For a violation having an assessment of two (2) points, the points are reduced by one (1) point.

8-1-210. Abandoned motor vehicles.

Part 18 of 2010 Model Traffic Code, "Vehicles Abandoned on Public Property," is not adopted by reference and shall not be incorporated in the Rifle Municipal Code. The City's regulations concerning abandoned and inoperable vehicles are set forth at Article II of this Chapter.

Section 3. Any ordinance or parts thereof of the City of Rifle, Colorado, covering the same subject matter, or in conflict or inconsistent herewith, are hereby repealed; provided, however, that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this ordinance.

Section 4. If any part or parts of this ordinance are for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part or parts thereof, irrespective of the fact that any one part or parts be declared invalid.

Section 5. This ordinance shall be so interpreted and construed as to effectuate its general purpose to conform with the State's uniform system of the regulation of vehicles and traffic. Article and section headings of the ordinance and adopted Model Traffic Code shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or extent of the

provisions of any article or section thereof.

Section 6. The effective date of this ordinance shall be thirty (30) days after final publication thereof.

Section 8. The City Clerk shall certify to the passage of this ordinance and keep not less than three (3) certified copies of the adopted Model Traffic Code, 2010 Edition, in the clerk's office available for inspection by the public during regular business hours.

INTRODUCED on August 4, 2010 read by title, passed on first reading, and ordered published as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on August 18, 2010 passed without amendment, approved, and ordered published in full as required by the Charter.

DATED this ____ day of _____, 2010.

CITY OF RIFLE, COLORADO

By _____

Mayor

ATTEST:

City Clerk

A public hearing on the adoption of this Ordinance was held on August 4, 2010. Notice of such hearing was published in the Citizen Telegram on July 16 and July 23, 2010.

**INTERGOVERNMENTAL AGREEMENT
REGARDING CENTENNIAL PARK
PROPERTY CONVEYANCE**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA or Agreement") is made effective on the date of execution, by and between the CITY OF RIFLE, COLORADO (the "City") and GARFIELD SCHOOL DISTRICT NO. RE-2 (the "District").

RECITALS

WHEREAS, Section 18, Art. XIV of the Colorado Constitution and C.R.S. § 29-1-201, *et seq.* authorizes and encourages governmental entities to enter into agreements with each other for the purpose of making the most effective and efficient use of their powers and resources; and

WHEREAS, the City is completing the construction of Centennial Park in downtown Rifle as an urban corridor City park (the "Park"); and

WHEREAS, the District owns part of the land comprising the Park and operates Rifle Middle School adjacent to the Park and participated in conceptual planning for the Park which includes educational and interpretative features; and

WHEREAS, the District, through that certain Grant of Easement and Intergovernmental Agreement regarding Centennial Park entered into by the parties in 2008, conveyed to the City an easement allowing the City to construct and maintain a portion of the Park, and allowing the public's use of the Park; and

WHEREAS, the construction of improvements for the Park provides additional pedestrian access from the west side of the City to Rifle Middle School; and

WHEREAS, the City has constructed a bridge across Rifle Creek and pedestrian access way to Randolph Avenue known as the "Randolph Avenue Connection" which will serve as another pedestrian access to Rifle Middle School; and

WHEREAS, the City needs an easement through property owned by Dale and Sherry Babcock (the "Babcocks") for the Randolph Avenue Connection described on Exhibit A attached hereto and incorporated herein by this reference (the "Randolph Avenue Connection Easement"); and

WHEREAS, the District owns certain property described on Exhibit B attached hereto and incorporated herein by this reference on the west and opposite side of Rifle Creek from Rifle Middle School and adjacent to the Babcocks' property (the "RE-2 Property"); and

WHEREAS, the Babcock's would like to acquire the RE-2 Property in consideration for granting to the City the Randolph Avenue Connection Easement; and

WHEREAS, subject to the terms and conditions of this Agreement, the District is willing to convey the RE-2 Property to the City allowing the City to convey the RE-2 Property to the Babcocks in consideration for the Babcocks' conveyance of the Randolph Avenue Connection Easement to the City.

NOW THEREFORE, in exchange for the mutual covenants, promises, and benefits contained herein, and to achieve the aforementioned goals, the parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as if set forth in full.
2. Conveyance of RE-2 Property. The District agrees to convey to the City the RE-2 Property described on Exhibit B conditioned upon the City obtaining the Randolph Avenue Connection Easement from the Babcocks and performing the obligations contained in Section 3 below.
3. Conveyance of Randolph Avenue Connection Easement. Upon delivery of an Easement Deed from the Babcocks conveying the Randolph Avenue Connection Easement described on Exhibit A to the City, the City shall convey the RE-2 Property to the Babcocks. Because the RE-2 Property is located in the Foodplain and visible to the Park, the City agrees that the conveyance of the RE-2 Property to the Babcocks will include the following deed restriction regarding the use of the RE-2 Property: "No structures or sheds shall be constructed on the Property and no storage of materials of any kind shall occur on the Property."
4. No Waiver of Governmental Immunity/No Multi-Year Fiscal Obligations. By executing this Agreement, the parties do not waive any immunity or limit liability contained in the Colorado Governmental Immunity Act; do not create a multi-year fiscal obligation; and do not create any other financial obligation not supported by a current appropriation.
5. Waiver of Defects. In executing this Agreement, the parties waive all objections they may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the parties to impose the conditions set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.
6. Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the parties, with the exception of those Agreements previously made and recorded and which, to the extent they do not conflict with the terms of this Agreement, have been fully ratified and affirmed herein.
7. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope of this Agreement or any part thereof.

8. Notices. Any notice, demand, or request authorized or required under this Agreement, shall be deemed to have been given when mailed, postage prepaid, or hand delivered to the parties at the following addresses:

City of Rifle
P.O. Box 1908
Rifle, CO 81650

With a copy to:
Karp Neu Hanlon, P.C.
P.O. Box 2030
Glenwood Springs, CO 81602

Garfield RE-2 School District
839 Whiteriver Avenue
Rifle, CO 81650

With a copy to:
Thomas Stuver, Esq.
Stuver Lemoine & Clifton, P.C.
120 W. 3rd Street
Rifle, CO 81650

9. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

10. Assignment. This Agreement shall not be assigned by any party without the prior written consent of the other parties hereto.

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

ATTEST:

CITY OF RIFLE:

By: Lisa Cain, City Clerk
Date: _____

By: Keith Lambert, Mayor
Date: _____

ATTEST:

GARFIELD SCHOOL DISTRICT NO.
RE-2:

By:
Date: _____

By:
Date: _____

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

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

WITNESS my hand and official seal.

My Commission expires: _____.

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

Acknowledged, subscribed, and sworn to before me this ____ day of _____,
2010, by _____ as _____ and _____ as
_____ on behalf of Garfield School District No. RE-2.

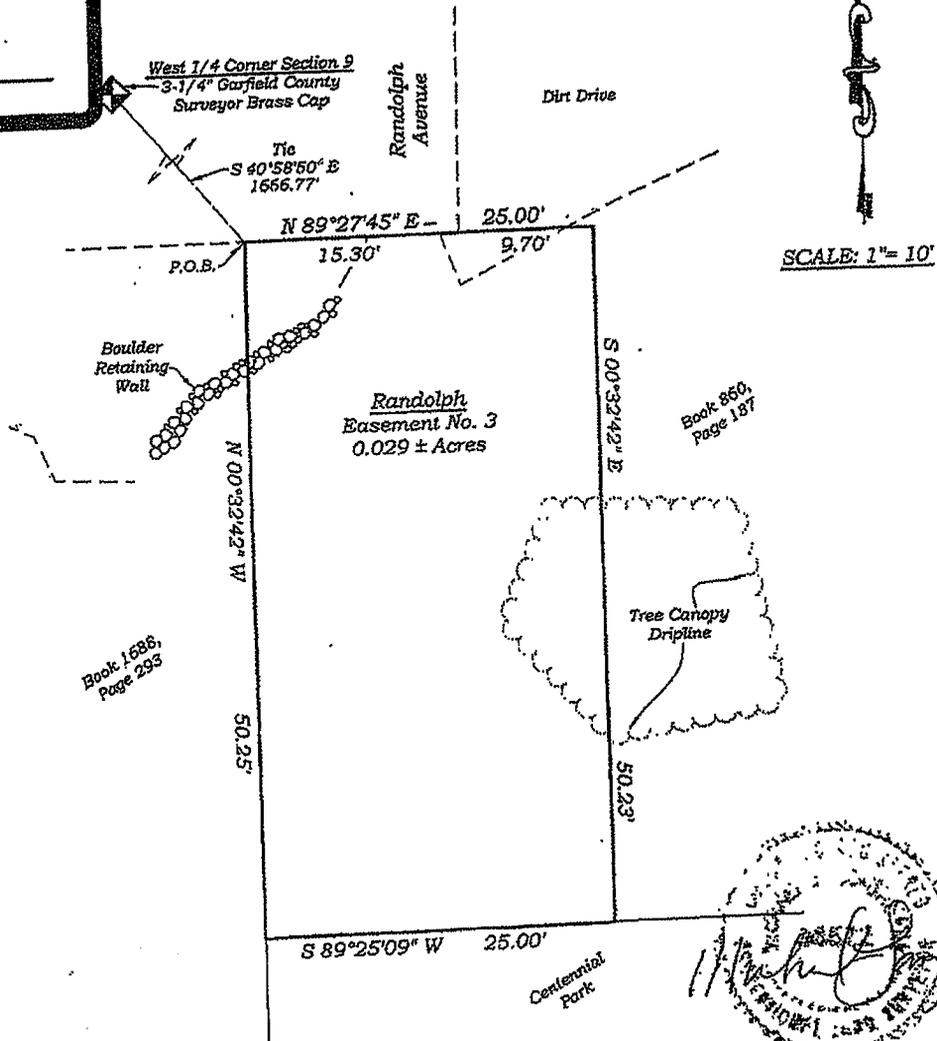
WITNESS my hand and official seal.

My Commission expires: _____.

Notary Public

EXHIBIT
A

RANDOLPH CONNECTION EASEMENT EXHIBIT



SCALE: 1" = 10'

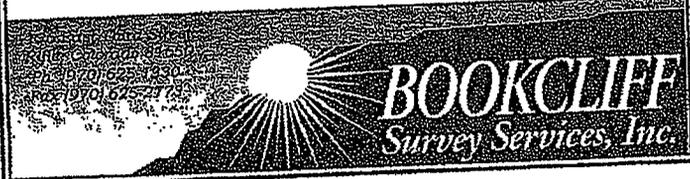
NOTE: THIS PROPERTY IS SUBJECT TO RESERVATIONS, RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD OR IN PLACE.

EASEMENT DESCRIPTION

RANDOLPH EASEMENT NO. 3

A PARCEL OF LAND BEING A PORTION OF A PARCEL OF LAND DESCRIBED IN BOOK 860, AT PAGE 187 RECORDED AT THE GARFIELD COUNTY CLERK AND RECORDERS OFFICE FOR THE PURPOSE OF AN ACCESS AND MAINTENANCE EASEMENT SITUATE IN THE SW 1/4 OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF RIFLE, COUNTY OF GARFIELD, STATE OF COLORADO. ALL BEARINGS RELATIVE TO A BEARING OF N89°35'43"E BETWEEN THE WEST 1/4 CORNER OF SAID SECTION 9, A 3-1/4" GARFIELD COUNTY SURVEYOR BRASS CAP IN PLACE AND THE CENTER 1/4 CORNER OF SAID SECTION 9, A 3-1/4" ALUMINUM CAP LS NO. 19598 IN PLACE. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 9, A 3-1/4" GARFIELD COUNTY SURVEYOR BRASS CAP IN PLACE; THENCE S40°58'50"E 1666.77 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF RANDOLPH AVENUE, THE TRUE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY LINE N89°27'45"E 15.30 FEET; THENCE DEPARTING SAID SOUTHERLY LINE N89°27'45"E 9.70 FEET; THENCE ALONG SAID SOUTHERLY LINE S00°32'42"E 50.23 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID BOOK 860, PAGE 187; THENCE ALONG SAID SOUTHERLY LINE S89°25'09"W 25.00 FEET TO A POINT ON THE EASTERLY LINE OF BOOK 1688, PAGE 293 RECORDED AT THE GARFIELD COUNTY CLERK AND RECORDERS OFFICE; THENCE ALONG SAID EASTERLY LINE N00°32'42"W 50.25 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINING 0.029 ACRES, MORE OR LESS.

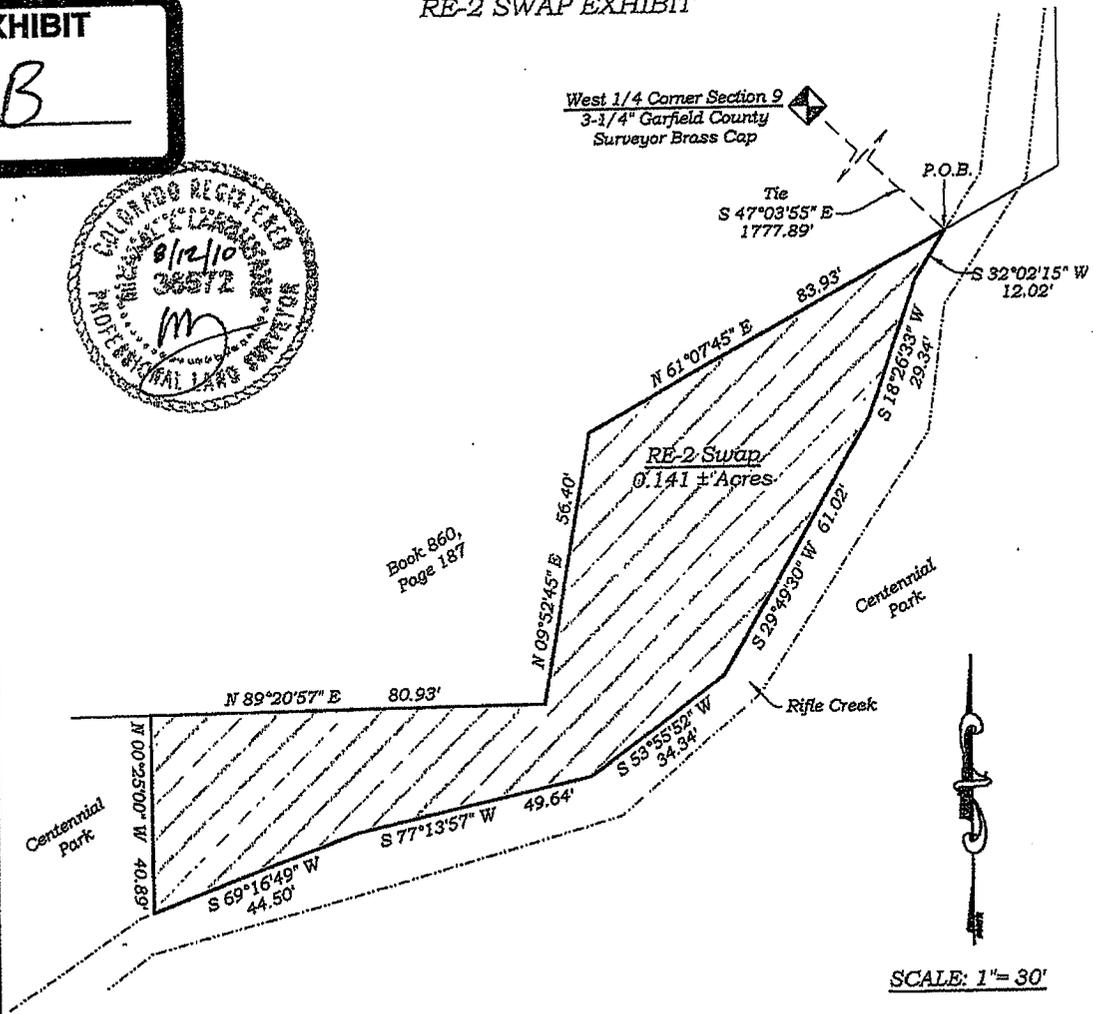


DATE: JUNE 17, 2009

JOB NO: 04113-01

EXHIBIT
 B

RE-2 SWAP EXHIBIT



NOTE: THIS PROPERTY IS SUBJECT TO RESERVATIONS, RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD OR IN PLACE.

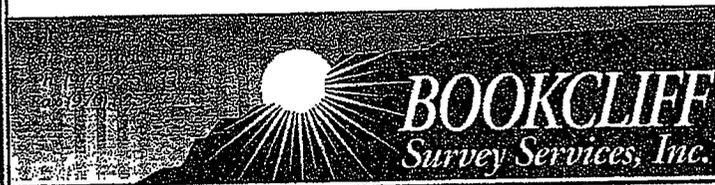
PROPERTY DESCRIPTION

A PARCEL OF LAND SITUATE IN THE SW1/4 OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF RIFLE, COUNTY OF GARFIELD, STATE OF COLORADO. ALL BEARINGS RELATIVE TO A BEARING OF N89°35'43\"/>

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 9, A 3-1/4\"/>

- 1.) THENCE S32°02'15\"/>

6.) THENCE S69°16'49\"/>



DATE: UPDATE 8/12/10

JOB NO: 04113-01

QUIT CLAIM DEED

THIS QUIT CLAIM DEED made this ____ day of _____, 2010, between the CITY OF RIFLE, COLORADO, a municipal corporation whose address is P. O. Box 1908, Rifle, Colorado 81650 (hereinafter "Grantor"), and the COLORADO DEPARTMENT OF TRANSPORTATION, whose address is _____ (hereinafter "Grantee");

WITNESSETH:

That the Grantor, for and in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed and QUIT CLAIMED, and by these presents does remise, release, sell, convey and QUIT CLAIM unto the Grantee, its successors and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described real property, together with improvements, if any, situate, lying and being in the County of Garfield and State of Colorado, described as follows:

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

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

CITY OF RIFLE, COLORADO

By: _____
Title: _____

ATTEST:

City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

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

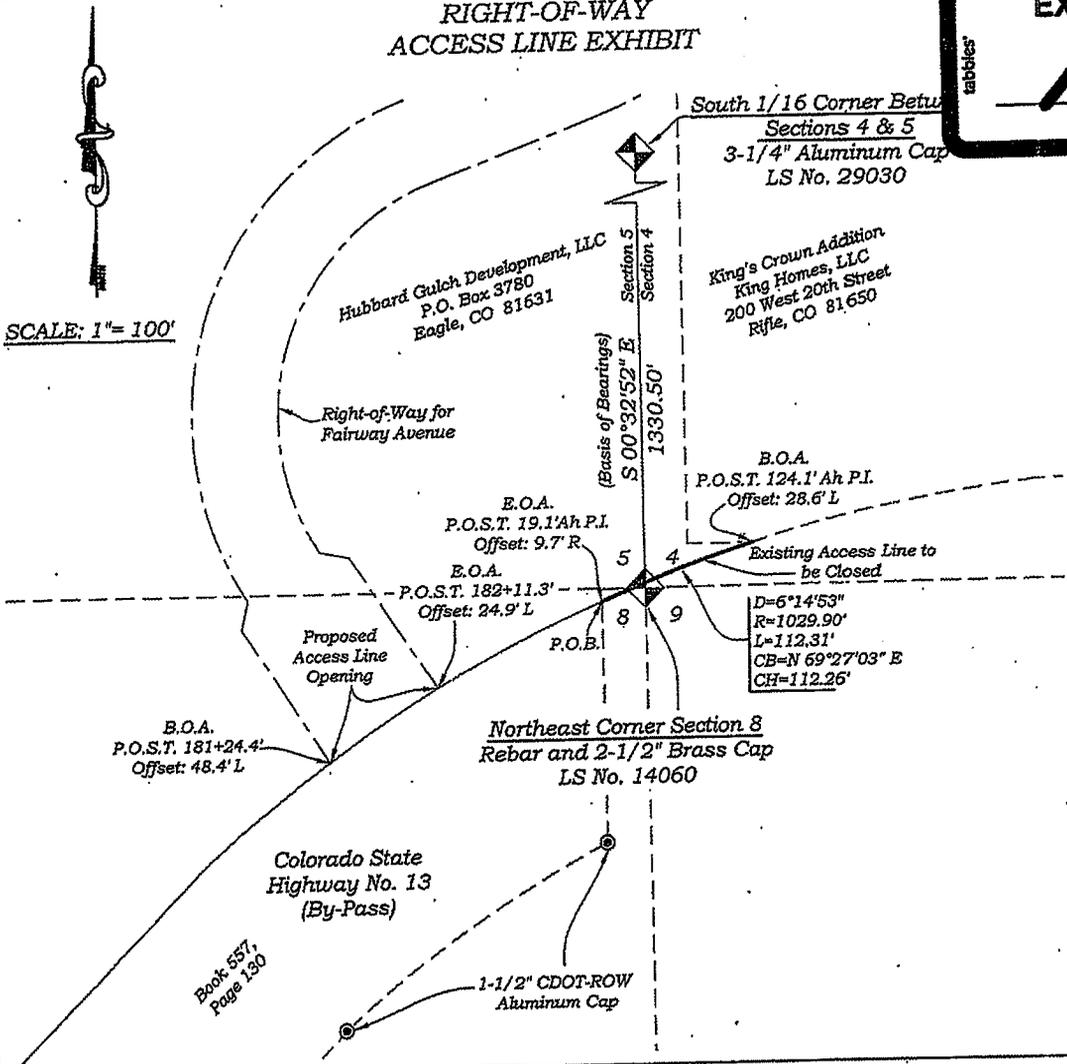
WITNESS my hand and official seal.

My Commission expires: _____.

Notary Public

RIGHT-OF-WAY
ACCESS LINE EXHIBIT

EXHIBIT
A



RIGHT-OF-WAY ACCESS LINE DESCRIPTION

A PORTION OF A PARCEL OF LAND FOR THE PURPOSE OF A POINT OF ACCESS FOR FAIRWAY AVENUE FROM COLORADO STATE HIGHWAY NO. 13, AS DEFINED BY THE COLORADO DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP PROJECT NO. CC24-0013-22, SITUATE IN SECTION 4, 5, AND 8, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO. ALL BEARINGS RELATIVE TO A BEARING OF S00°32'52"E BETWEEN THE SOUTH 1/16 CORNER BETWEEN SECTIONS 4 & 5, A 3-1/4" ALUMINUM CAP LS NO. 29030 IN PLACE AND THE NORTHEAST CORNER OF SECTION 8, A REBAR AND 2-1/2" ALUMINUM CAP LS NO. 14060 IN PLACE. SAID ACCESS POINT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

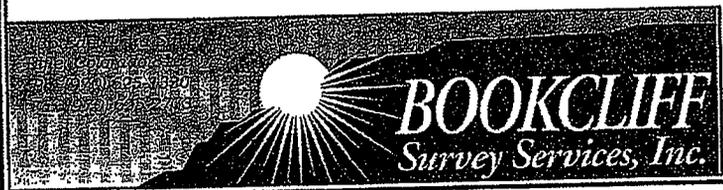
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 8, A REBAR AND 2 1/2" BRASS CAP LS NO. 14060 IN PLACE; THENCE S73°37'22"W 31.38 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF COLORADO STATE HIGHWAY NO. 13, THE BEGINNING OF SAID ACCESS LINE, THE TRUE POINT OF BEGINNING; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1029.90' AN ARC LENGTH OF 112.31 FEET, CHORD BEARS N69°27'03"E 112.26 FEET TO THE END OF SAID ACCESS LINE, THE POINT OF TERMINUS, WHENCE THE SOUTH 1/16 CORNER BETWEEN SECTIONS 4 & 5, A 3 1/4" ALUMINUM CAP LS NO. 29030 IN PLACE BEARS N03°51'35"W 1302.85 FEET.

THIS CONVEYANCE IS MADE TO CLOSE AN ACCESS OPENING RIGHT OF P.O.S.T. 19.1, ACROSS THE ACCESS CONTROL LINE AS DESCRIBED HEREBON.



DATE: MARCH 18, 2010

JOB NO: 07124-01
CDOT A-LINE
JOB NO: NORTH-CLOSED

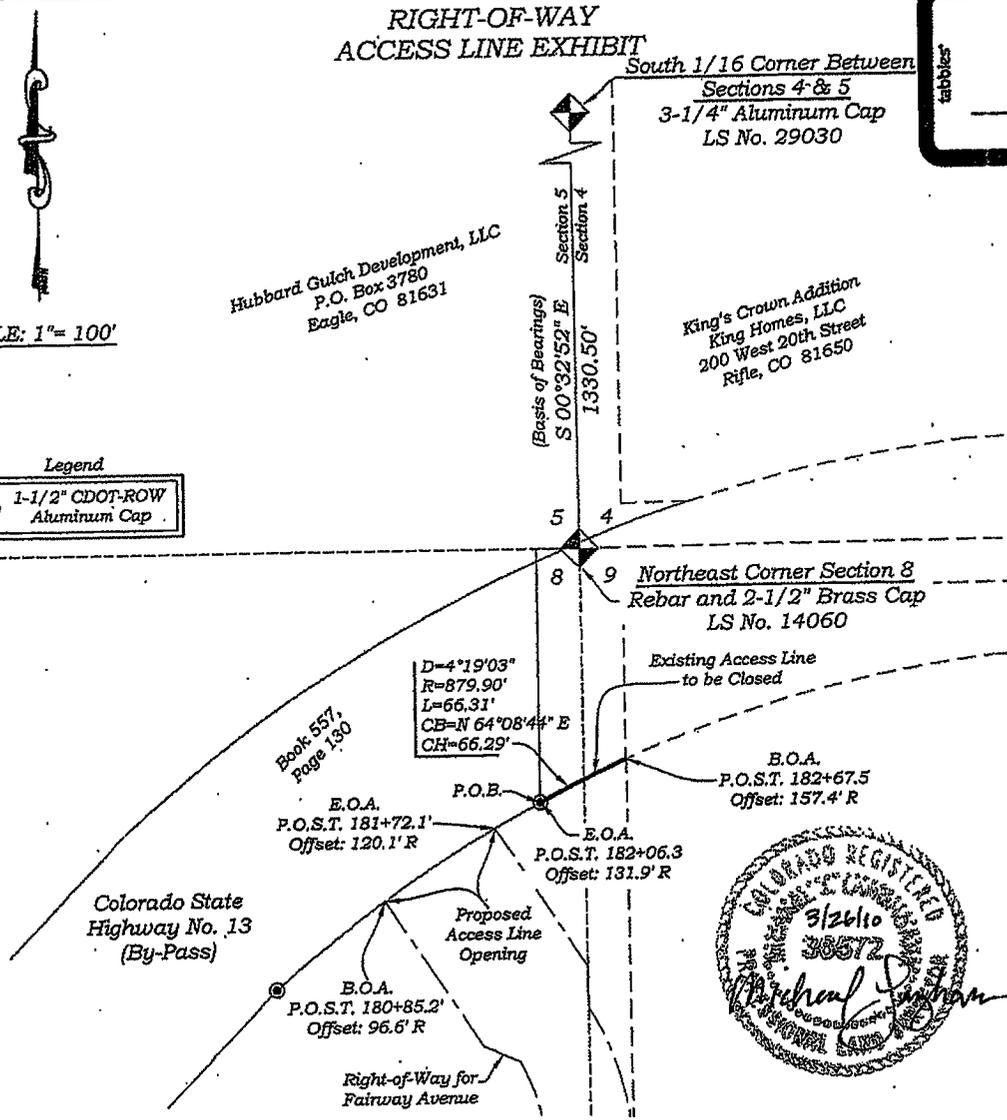


RIGHT-OF-WAY
ACCESS LINE EXHIBIT



SCALE: 1" = 100'

Legend
1-1/2" CDOT-ROW
Aluminum Cap

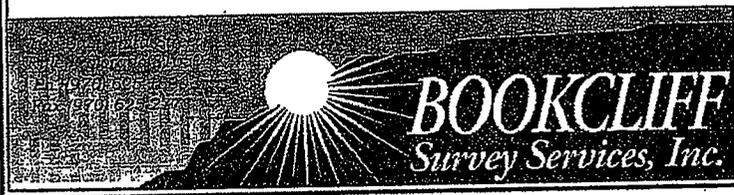


RIGHT-OF-WAY ACCESS LINE DESCRIPTION

A PORTION OF A PARCEL OF LAND FOR THE PURPOSE OF A POINT OF ACCESS FOR FAIRWAY AVENUE FROM COLORADO STATE HIGHWAY NO. 13, AS DEFINED BY THE COLORADO DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP PROJECT NO. CC24-0013-22, SITUATE IN THE NE1/4NE1/4 SECTION 8 AND THE NW1/4NW1/4 OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO. ALL BEARINGS RELATIVE TO A BEARING OF S00°32'52"E BETWEEN THE SOUTH 1/16 CORNER BETWEEN SECTIONS 4 & 5, A 3-1/4" ALUMINUM CAP LS NO. 29030 IN PLACE AND THE NORTHEAST CORNER OF SECTION 8, A REBAR AND 2-1/2" ALUMINUM CAP LS NO. 14060 IN PLACE SAID ACCESS POINT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 8, A REBAR AND 2 1/2" BRASS CAP LS NO. 14060 IN PLACE; THENCE S09°25'41" W 177.04 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 13 AS DESCRIBED IN BOOK 557, PAGE 130, RECORDED AT THE GARFIELD COUNTY CLERK AND RECORDERS OFFICE, THE BEGINNING OF SAID ACCESS LINE, THE TRUE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 879.90 FEET AN ARC LENGTH OF 66.31 FEET, CHORD BEARS N64°08'44"E 66.29 FEET TO THE END OF SAID ACCESS LINE, THE POINT OF TERMINUS, WHENCE THE SOUTH 1/16 CORNER BETWEEN SECTIONS 4 & 5, A 3 1/4" ALUMINUM CAP LS NO. 29030 IN PLACE BEARS N01°40'56"W 1476.82 FEET.

THIS CONVEYANCE IS MADE TO CLOSE AN ACCESS OPENING RIGHT OF P.O.S.T. 182+06.3, ACROSS THE ACCESS CONTROL LINE AS DESCRIBED HEREBON.



DATE: MARCH 18, 2010

JOB NO: 07124-01
CDOT A-LINE
JOB NO: SOUTH-CLOSED



August 19, 2010

Susan Kirkpatrick, Executive Director
Colorado Department of Local Affairs
Executive Director's Office
1313 Sherman Street
Denver, Colorado 80203

Re: Administrative Grant Request from the City of Rifle

Dear Director Kirkpatrick:

The City and our partners continue to make progress on the community-identified outcomes identified through our participation in the Governor's Sustainable Main Street Initiative and we appreciate Elyse Ackerman's assistance and guidance as well as the other state agencies that are working with us. To assist the Rifle community in making marked progress, we submit for your consideration two small projects that would benefit from DOLA's financial assistance in the form of an Administrative Energy Impact Grant.

Ute Theater

As you know, the City was unsuccessful in its initial bid for a SHF grant for restoration and rehabilitation of the Ute Theater, one of the three identified projects for the Rifle SMSI. Because of this, it will require the City, working with our renovation partner the non-profit New Ute Theater Society (NUTS) to phase renovations as our budgets allow. One of the identified needs prior to conducting any remodeling of the auditorium is to have the facility and the proposed renovation plans evaluated by an acoustical engineer. This service is estimated to cost approximately \$10,000.

Health & Wellness Center

An identified action step in the redevelopment of the Valley Lumber site is to understand mechanisms to fund the construction, maintenance and operations of the proposed Rifle Health and Wellness Center. The Rifle Economic Development Corporation's Health and Wellness Committee has taken the lead on this project and they are seeking financial assistance to complete a funding feasibility study that will examine community support and evaluate funding mechanisms. The estimated cost of the study is approximately \$35,000.

The total estimated cost for both projects is \$45,000, resulting in a grant request to DOLA totaling \$22,500 with \$22,500 in matching cash from NUTS and REDC. If approved, the City will enter into MOUs with the respective entities for the outlined projects and administer the funds.

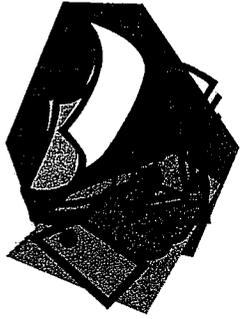
Rifle greatly appreciates all of DOLA's technical and financial assistance over the years and we again ask for your favorable consideration of this request. Feel free to contact Mike Braaten, Rifle's Government Affairs Coordinator, if any additional information is needed (mbraaten@rifleco.org or 970-665-6408).

Sincerely,

Keith Lambert, Mayor
City of Rifle

Manager's Report

August 12, 2010



The last two weeks have been vacation periods for a number of staff, as many families are scrambling to get their summer vacations completed prior to the start of school on August 16th. However, work on all city projects and programs have progressed and remain on schedule for the most part.

The recent rains did wreck havoc on a couple of occasions. The large rainfall on August 4th flooded Government Creek and Rifle Creek and did do some damage in Centennial Park. A separate report regarding the flooding incident has been prepared by Tom Whitmore and is included within the Administrative Report section of the Council Packet. Other reports include:

Rifle Creek Theater

The Theater Society is refocusing its efforts on a revised plan of renovation.

The need to revise the renovation plan arose when the State Historical Society Grant was not approved.

We have requested that the Theater Society revise their budget and renovation plan and submit it to the City Council for discussion. A second work session for this purpose has been scheduled at the end of the City Council's regular meeting on August 18th.

City Hall Repairs

Recently the City Hall air conditioning system failed when a main compressor and cooling system coil both failed.

We initiated emergency repairs of the compressor which cost in excess of \$10,000.

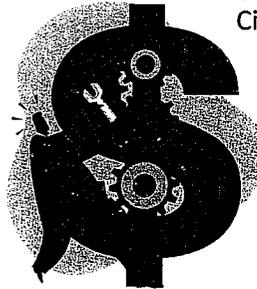
The coil replacement will have added costs beyond this amount. We did research replacement of the entire cooling system and the estimated costs for the equipment only would probably exceed \$55,000, therefore, we need to maintain the present system.



The emergency backup generator has been problematic for many years, and recently has caused serious problems with the Information Technology equipment during power outages. The 2010 budget included funds to replace the generator, and "Buzz" Kehoe and Tom Whitmore are working on getting cost estimates for the generator replacement. We expect these costs to exceed \$50,000.

Budget Work Session

On several occasions we have held a "pre-budget" work session with the City Council to discuss upcoming budget issues. This can provide the Council an opportunity to give staff some direction and sense of priorities if desired.



We are prepared to schedule a preliminary budget work session if council desires. However, due to the budget cuts already enacted, and more frequent financial reviews, you may not feel this is necessary at the present time.

Anyway, we can discuss this matter at the August 18th meeting, and schedule a work session on budget if you desire.

Rifle Remote Control Vehicle Park

The Rifle Public Works Department is sponsoring (on a trial basis), an area for enthusiasts who wish to participate in organized events for the small remote control vehicles.



A flyer is attached for your review. Please feel free to provide myself or Rod Hamilton any comments you have on this proposal.

Furlough Days

All City employees have completed two furlough days. There are three remaining furlough days to complete. They have been scheduled to coincide with the upcoming holidays including Labor Day, Thanksgiving, and Christmas. City operations (except for Police) will be closed on those days.

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

Thanks,

John Hier
City Manager



RRCP



Rifle Remote Control Park

Sponsored by:

City of Rifle, Public Works Department

Park Rules

No drugs or alcohol

No firearms

No fireworks

No pets; this is for everyone's safety

No ATV's, Dirt bikes, bicycles, golf carts

No racing beyond designated race track

Pick up any trash and debris and place in trash receptacles



Hours of Operation

- 8:00 a.m. – 5:00 p.m. Monday- Friday.
- 8:00 a.m. – 12:00 p.m. Saturday.
- 6:30 p.m. – To Dark, Monday, Wednesday, Friday.

All Weeknight Hours Subject To Change.



Memo

To: City Manager, Honorable Mayor and City Council

From: Tom Whitmore *TW*

Date: August 10, 2010

Re: Centennial Park Flooding on 8/4/2010

As it turns out, the flash flooding at Centennial Park on the 4th of August was less damaging than we expected.

There was a cloudburst the previous Monday night with some localized high water that caused our crews to monitor the area after that event. O. and M. staff as well as Parks staff teamed up to do some clean-up at the Pioneer Ditch diversion structure in Rifle Creek, just south of the 5th Street entrance to Centennial Park. Staff members also took the initiative to clean the concrete box culvert at West 12th Street and Park Avenue.

The new bridges at Centennial Park handled large flows under the bridges as well as withstanding over-the-top flows. The fact that railings had yet to be installed lessened the damage that would normally be sustained during this type of event. The northernmost bridge at the park did withstand some debris lodging. The debris was removed by ECI personnel later that evening.

The most immediate concern following this event was that most of the riprap installed to protect the Pioneer Ditch irrigation structure and nearby trail, eroded during the storm. Once water had subsided, ECI personnel used what material they could recover and temporarily returned the riprap to the bank in expectation of more flooding. Staff will be reviewing the stabilization at the structure to identify ways of keeping this from washing out in the future.

Sod had yet to be installed and no trees were planted at the time of the flooding. Up to 8" of sediment deposited in the amphitheatre which had to be cleaned by hand. Many valves and underground infrastructure items silted-in and workers have been excavating those items by hand. By Monday, much of the ground was dry, re-grading was underway, trees were being planted and work was continuing as usual.





MEMORANDUM

To: John Hier, City Manager
From: Mike Braaten, Government Affairs Coordinator
Date: August 10, 2010
Re: Staff updates

DOLA Impact Grant Funds questionable

As reported by the City Manager at the last council meeting, the application under consideration by DOLA for infrastructure at the Energy Innovation Center may not receive any funding and funding for the August and December rounds is questionable due to State Budget issues and severance tax revenues not meeting forecasted numbers.

The City did submit a DOLA grant application to complete design/engineering for a new water treatment plant and was party to a grant request submitted by the Garfield New Energy Communities Initiative to fund various energy-efficiency improvements in local governments across Garfield County.

DOLA direct distribution payment expected to the City this month

Through the last legislative session and into the summer, the Governor's office has held true that they would not and did not raid direct distribution funding for communities impacted by energy development. The payment from the State is expected to be received by the City around the end of August. Last year the City received close to \$2.5M; this year, due to reduced activity energy development activity during 2009, it is expected total revenues will be greatly reduced. The City assumed the reduced energy receipts would impact the direct distribution this year and conservatively budgeted \$300,000 in total (from FML and Severance tax direct distributions) for the City's 2010 budget.

Rifle's Sustainable Main Street Initiative update

- **Ute Theater Renovation**

- Staff received comments on the State Historic Fund grant application submitted that was not successful in receiving funding. The included two concerns with the application: 1) It was unclear whether the proposed work would meet preservation standards and 2) concerns with the aggressive rehabilitation timeline.
- Included on Council's agenda for Aug. 18 is the submission of an Administrative Grant Request to DOLA totaling \$45,000 (\$22,500 from DOLA) that includes acoustical engineering services for the Ute Theater Remodel. NUTS has agreed to provide the cash match is successful.

- Staff pursuing financial assistance from the Colorado Department of Public Health and Environment to remediate asbestos issues at the Ute Theater and will report back as more information is available.
- **Valley Lumber**
 - Staff has a meeting with CDOT to discuss a Park Avenue/Highway 6 intersection as recommended in the Gateway Study.
 - DOLA is working up a training for staff regarding economic development tools and financing mechanisms.
 - EDC and City Staff has been working with Rich Sales of the Colorado Center for Community Development regarding potential site-layout and design concepts.
 - Included in the Administrative grant request to DOLA is \$35,000 request from the EDC-Health and Wellness Committee for financial assistance to conduct a financial feasibility study for the Health & Wellness Center. EDC will provide the cash-match is successful.
- **Economic development/training/assistance**
 - The REDC, DDA and Chamber have partnered to host three events to educate local business owners and gain information about existing and potential businesses assistance programs available to Rifle businesses. The events are on Aug. 20, 24 and September 2.

Completion of EPA STAG grant application

A portion of my time in July was consumed with completing an application for funding to receive the funds that the City was already awarded through a congressional earmark from the EPA – State and Tribal Assistance Grant program. The application was submitted and approved by EPA and we are now waiting the final grant award letter from EPA before any proposed construction work can commence.

Downtown Colorado Inc. Annual Conference in Glenwood Springs

I have been asked to speak at the Downtown Colorado Inc. annual conference in Late September in Glenwood Springs. The session will focus on the Sustainable Main Streets Initiative and speakers will be from DOLA, the City of Rifle and the City of Monte Vista (also a SMSI community).

CML Policy Committee Process Changes

The Colorado Municipal League has dissolved their four standing committees (land-use, energy, fiscal issues and water/wastewater) and instead will focus all membership policy development through their policy committee through a much more involved process. The first Policy Committee meeting will be October 7, the next December 7 and another on February 24. Councilor Miller is Council's appointee to the CML Policy Committee and Mayor Lambert is the alternate. I also generally attend the meetings.

CLUB 20 Fall Meeting Sept. 11.

Club 20's fall conference will be held on Saturday, September 11th in Grand Junction at the Two Rivers Convention Center. As this is an election year, the bulk of the day's schedule is filled with political debates for those seeking state and federal elected positions – including gubernatorial and US Senate Debates. Please let me know if any council members are interested in attending the event.



ENGINEERING / PUBLIC WORKS / UTILITIES

PROJECT STATUS REPORT as of: 8/18/10

* = New Information

Capital Improvement Projects

Rifle Regional Wastewater Reclamation Facility

*A single item remains to be completed on the final punch list.

Water Treatment Plant Design

The Final Draft Basis of Design Report (BODR) and 30% drawings have been submitted for Staff review, comments made and returned to the consultant for correction.

A separate task includes 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). A draft has been submitted for review by Staff and comments returned for final completion.

A portion of a draft Membrane Procurement Document has been delivered for Staff review. *Staff is meeting with CDOT to discuss a boring location for the raw water pipeline to the new RRWPF.

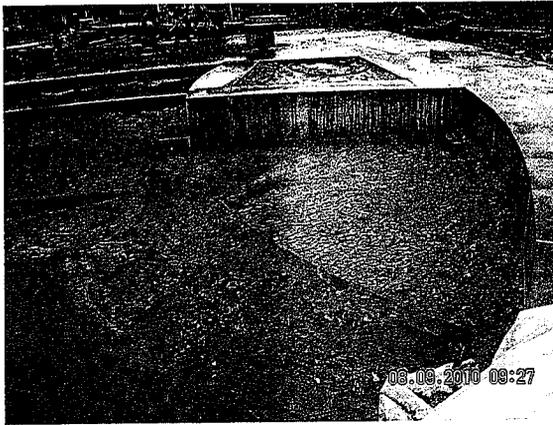
Bypass Pipeline at Rifle Pond

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 plans and specifications, submitted for review by Staff, has been returned to the consultant for correction.

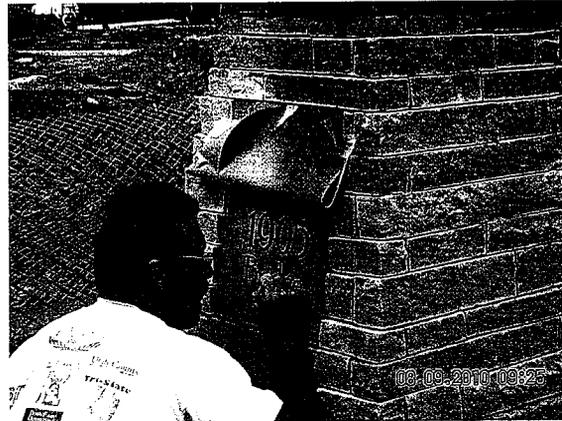
Centennial Park Development

Amphitheater construction is underway. Sandblasting work is beginning. Curbs and gutters at the east parking area have been completed and are underway in the West Parking area. The sun dial has been set and concrete poured. *The project was about 70% complete. However, the recent flash flood caused a delay in project completion. Damage to the improvements was minor in nature. The amphitheatre received a lot of silt and mud and

water went around the east end of the pioneer ditch dam. The Rifle Creek crossing at 5th Street is still closed as the handrails are yet to be installed.



Mud in Amphitheatre



Painting Numbers on Bridge Columns



Removing Bridge Decks

Deerfield Park Planning

A second generation concept plan for the Park has been prepared by the Consultant. Staff has discussed these drawings and preliminary electrical plans and returned them for correction.

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 has returned comments on the draft final report. *The consultant has delivered the final report with costs for various phases of the work.

Energy Park Improvements

Phase 1 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. *The contractor has started work and has graded the

roadways and made connection to the water main. Completion is expected the middle of November.



Water Line Construction

Environmental Work at Rifle Pond

Environmental work for the STAG Grant has been completed and a report has been sent to EPA recommending a CATEX (Categorical Exemption). EPA has determined that a FONSI (Finding of No Significant Impact) will apply to this project which will require a 30 day public review process. *No comments were received from the public and the FONSI has been granted and work now can proceed. The Environmental phase of the STAG grant is now complete.

Generator at Airport Pump Station

The generator has been set on the pad at the station. Training has been completed with Staff and the equipment is in operation. Operation and Maintenance Manuals have been delivered for Staff review.

Biosolids Removal at the North Wastewater Plant

*Contract documents for removal of Biosolids from the existing NWWTP have been signed. Work will now begin as CDPHE is nearing approval for permitting land disposal at selected sites.

Water Sales Building

Staff has received a proposal from a vendor to improve the existing water sales building which is being reviewed by Staff. 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

*This project has been advertised for construction. Bids are due August 23, 2010. Paving must be complete by October 15th. Letters have been sent to all residents and property owners along Acacia Avenue explaining the construction activities and that access to their homes will be limited during the construction period. Work will also be performed on water services.

Overlay of City Streets

*This overlay work has been combined with the reconstruction work and will hereafter be called the 2010 Street Improvement project. Overlay of Railroad Avenue from 16th Street to S.H. 13 will also include a right-in/right-out entrance to Jean's printing parking lot.

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
Eagles Nest	

Development projects presently under construction include:

- Rifle Heights (re-vegetation required)
- Creekside Townhomes (punch list items)
- Habitat Complex on Coal Mine Avenue
- Napa Building
- Water main at CMC (need easement and As-builts)
- La Hacienda Restaurant

Projects in progress through Planning/Engineering are:

- Kum & Go at Centennial Parkway and Railroad Avenue
- Kum & Go at 26th Street
- Queen's Crown
- Roan View Industrial Park
- Rimrock
- Trapper Hollow
- North Pasture Commercial
- 762 Buckhorn Drive
- Rifle Regional Water Purification Facility Annexation
- Rifle Airpark
- *Kitchen remodel at the Fairgrounds
- *Mountain Family Health Center

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
- La Hacienda sewer connection in alley

Qwest at the Railroad Avenue Bridge

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 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. Staff has received easements from the County for review.

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. Airport Road has been paved between Baron Lane and CMC and is in operation. A large box culvert is under construction where CR 346 joins with Baron Lane.

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. *A report is due to the City on environmental concerns at the Airport regarding rain gutters connected to the sewer, sand.oil separators, etc.

Garfield County Library and Future Civic Center Complex

The lower level of the parking garage has been completed and is open for parking. Entrances from both Railroad and East Avenues have been completed. Work is underway on the plaza area between City Hall and the garage. The lower entrance to City Hall has been closed to allow work at this level. A new sign has been placed by the library identifying the facility under construction. *Sidewalks, portion of the plaza parking and drainage structures have been poured.

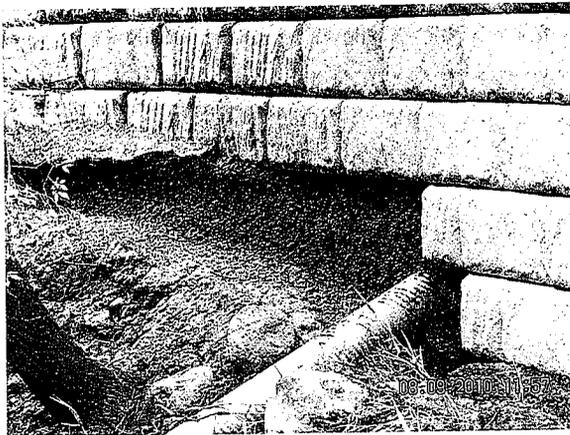


Garden Level Entry to City Hall

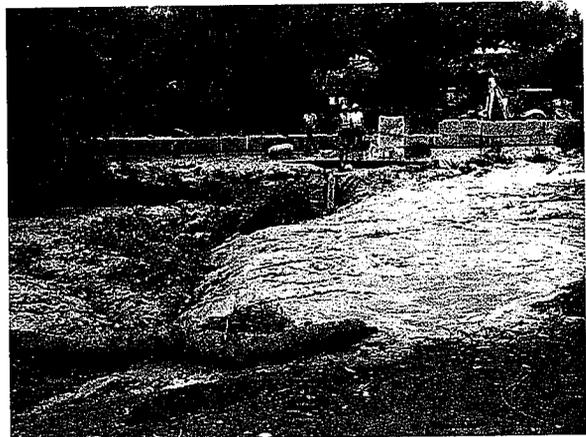


Surface Parking at Civic Center

FLOOD PHOTOS



Erosion at Rifle Creek Trail Behind City Market



4th Street Dam



5th Street Bridge



1955 Bridge



Honorable City Council:

The Parks and Recreation Department will be hosting an open house for the Deerfield Park Completion Plan on **Monday, August 23rd from 4-7 PM** at the Rifle Parks Maintenance Facility. You are also invited to the PRAB meeting, that night, at the same location starting at **5:30 PM** for a more in depth presentation. Representatives from Design Concepts will be presenting.

Also, please mark your calendars for the Centennial Park Dedication. This event will be held on **Saturday, September 25th**. We will have fun events planned for the whole family and plan on having a free BBQ for attendees. Times and details will be announced as they become available.

Please contact me with any questions.

Thanks,

Aleks Briedis

Recreation Director