CITY COUNCIL
WORKSHOP AND REGULAR MEETING AGENDA

January 21, 2026
7:00 PM
202 Railroad Avenue, Rifle, CO 81650

5:45 PM - Workshop Meeting

Discussion and Review

a. Discussion on Rural Economic Development Initiative (REDI) Grant

b. Discussion on Procurement Threshold (Purchasing Policy)

c. Discussion on Workshop Agenda - Annual Meeting with Board of County Commissioners (BOCC)

7:00 PM - Regular Meeting

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. Public Comment
*(Maximum time permitted for Public Comment is 3 minutes per person) *(Reserved for general comments or items on the agenda that are not a public hearing)

5. Consent Agenda

5.a. Consider Minutes of the January 7, 2026 Regular Meeting

5.b. Consider Liquor License Renewal for Capitol Deli, LLC dba Capitol Deli

5.c. Consider Approval of Purchase Order for Colorado River Valley Economic Development Partnership (CRVEDP)

5.d. Consider Amending Rifle Municipal Code Section 10-2-20 Obstruction of Government Operations - Ordinance No. 16, Series of 2025 (2nd Reading)

5.e. Consider Approving Final Subdivision Plan and Final Subdivision Plat for Vetter Filing No. 2 Subdivision - Ordinance No. 15, Series of 2025 (2nd Reading)

5.f. Consider Letter of Support for Colorado River Valley Chamber of Commerce Grant Application to Support a Regional Visitor Center

6. Action, if any, on Workshop Items

7. Public Hearing

7.a. Consider Appeal Request for the Two Creeks Sketch Plan, Arnold Annexation Agreement Amendment, and Rezoning

7.a.i. Consider Appeal Request for the Two Creeks Sketch Plan and Arnold Annexation Agreement Amendment

7.a.ii. Consider Rezoning the Arnold Subdivision, Now Known As the Two Creeks Subdivision, from LDR/PUD and MDR/PUD to Medium Density Residential (MDR) - Ordinance No.1, Series of 2026 (1st Reading)

8. Regular Agenda

8.a. Consider Purchase Approval for the Rifle Creek Golf Course — Resolution No. 3, Series of 2026

8.b. Consider Creating the Rifle Creek Golf Course Fund — Ordinance No. 2, Series of 2026 (1st Reading)

8.c. Consider Approval of the Rifle Information Center Facility Lease Agreement

8.d. Consider Approving DOLA Energy and Mineral Impact Fund (EIAF) Grant for Rifle's South Lift Station Replacement — Resolution No. 2, Series of 2026

8.e. Consider Award to Johnson Construction for the Construction of Park Ave Phase 2 and Phase 3

8.f. Consider Approving Agreement to Acquire Parcel 5 for the Development of a Park & Ride and Rifle Depot Subdivision

8.g. Consider Award to JVA for the Design of the 2026 Water System Improvements

8.h. Consider Nomination of Colorado River Valley Economic Development Partnership Member Representative

9. Administrative Reports

9.a. Report to City Manager

10. Comments from Mayor and Council

11. Adjournment

ACCESSIBILITY STATEMENT

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Agenda Item #a.

Agenda Item Name:
Discussion on Rural Economic Development Initiative (REDI) Grant

Presenter:
Zach Higgins, Planning Director

Item Description:
Economic Development Grant opportunity. Potential for implementation of the Grand Junction Business Incubator model in Rifle in conjunction with Rifle CoWork.

Recommended Action:
Discussion for general direction

Fiscal Impact:
REDI grant is offering funds up to $150,000 to support economic development activities

Operational Impact:
Potential for capacity building to implement goals outlined in the grant

Prior Board Motions:
N/A

Background Information:
Grant information can be reviewed through the Colorado Department of Local Affairs website at https://dlg.colorado.gov/REDI-notice-of-funding-availability

Executive Summary:
City Staff has been working with Rifle Co-Work and RREDC representatives regarding the potential submittal of a REDI grant to the Department of Local Affairs. The grant would be used to support the implementation of the Grand Junction Incubation Center model in Rifle. This includes a partnership with the Rifle Co-Work through utilization of space and potential build-out of the location. Additionally, this would include a request for a part-time position who would be responsible for implementation of the incubator model from Grand Junction. There would also be the opportunity for pop-up space for retail businesses within Co-Work's space.

Notification Requirements:
N/A

Prepared By:
Zach Higgins, Planning Director

Attachments:

None

Agenda Item #b.

Agenda Item Name:
Discussion on Procurement Threshold (Purchasing Policy)

Presenter:
Iris Trevisano, Procurement and Grant Reporting Manager

Item Description:
Consideration of Changes to Code, Chapter 4 Article III Sec. 4-3-120 (Increase to Procurement Thresholds)

Recommended Action:
Discussion Only

Fiscal Impact:
N/A

Operational Impact:
The discussed items for amending the purchasing code are intended to increase purchasing efficiency.

Prior Board Motions:
Council previously amended the purchasing code in 2022.

Background Information:

In the past 20 years, the city's Procurement Code has been updated twice, most recently in 2022 (Ordinance No. 7). This update introduced Section 4-3-120, setting approval thresholds for procurement decisions: City Council can approve contracts over $25,000, the City Manager can approve up to $25,000, and Department Heads can approve up to $10,000.

The 2022 update kept the $25,000 threshold for City Council approval from the 2005 ordinance (Ordinance No. 15) but added new limits for the City Manager and Department Heads. These thresholds have not been adjusted for inflation, despite rising costs, making periodic updates necessary to maintain an efficient procurement process.

Executive Summary:

Executive Summary:

Inflation Impact: Since the last update in 2005, inflation has significantly raised the cost of goods and services. This has led to inefficiencies, as outdated thresholds now require unnecessary City Council approval

for some purchases. For example, $10,000 in 2005 is equivalent to $16,769 in 2025, and $25,000 in 2005 would now be $41,924.

Operational Efficiency: Raising approval thresholds for the City Manager and Department Heads would streamline the approval process for smaller transactions, saving time and resources.

Comparative Thresholds: Other cities have adjusted their thresholds to reflect inflation and operational needs.

Review Process: It's recommended to implement regular reviews and adjustments of procurement thresholds every five years to stay aligned with current market conditions.

Procurement Code Updates: To implement these threshold increases, updates are proposed to be made to several sections of the Procurement Code, including:

- Sec. 4-3-120 Approvals
- Sec. 4-3-210 Methods of Source Selection
- Sec. 4-3-215 Competitive Sealed Bidding
- Sec. 4-3-220 Competitive Sealed Proposals
- Sec. 4-3-225 Small Purchases

The current Procurement Code lacks a provision for regular updates to procurement thresholds, which has led to the $25,000 threshold for City Council approval remaining unchanged for nearly two decades. The proposed new thresholds are:

- Department Head: ≤$14,999
- City Manager: $15,000-$89,999
- Governing Body Approval: >$90,000

Notification Requirements:
No additional notice required

Prepared By:
Patrick Waller, City Manager

Attachments:
1. MEMO Consideration of Changes to Code Chapter 4 Article III Sec. 4-3-120 1.6.25

Procurement and Grant Reporting
City of Rifle
202 Railroad Avenue, Rifle, CO 8165
970-665-6412

MEMORANDUM

TO: Honorable Mayor and City Council Members

CC: Patrick Waller, City Manager and Scott Rust Finance Director

FROM: Iris Trevisano, Procurement and Grant Reporting

DATE: January 21, 2026

SUBJECT: Consideration of Changes to Code, Chapter 4 Article III Sec. 4-3-120 (Increase to Procurement Thresholds)

Background

Over the past 20 years, the city's Procurement Code has been updated twice, most recently in 2022. The 2022 update (Ordinance No. 7) added Section 4-3-120, which sets approval thresholds for the City Council, City Manager, and Department Heads for procurement decisions.

The 2005 ordinance (Ordinance No. 15) required City Council approval for contracts exceeding $25,000 annually with a single vendor. The 2022 update maintained this $25,000 threshold for City Council approval but added new limits: the City Manager can approve up to $25,000, and Department Heads can approve up to $10,000.

These thresholds have remained unchanged despite inflation over the last 27 years, which has impacted on the cost of goods and services. To ensure the city's procurement process remains efficient and reflective of current market conditions, it's important to periodically adjust these thresholds for inflation.

Inflation and Thresholds

Inflation Impact: The cost of goods and services has significantly increased since the last adjustment in 2005. Maintaining the same thresholds without periodic updates has created inefficiencies, with some routine purchases requiring City Council approval.

Month/Year	Dollars	CPI	Month/Year	Dollars	CPI	Increase
Jan. 2005	$10,000	190.7	December 2025	$16,992.87	324.054	69.23%
Jan. 2005	$25,000	190.7	December 2025	$42,482.17	324.054	69.23%

*https://www.bls.gov/data/inflation_calculator.htm

Operational Efficiency: Increasing the thresholds for City Manager and Department Heads would streamline the approval process for smaller transactions, saving time and resources.

Community	*Other Dept. Head, COO, Procurement Manger	City Manager	Governing Body Approval	Year Updated
Rifle	≤$10,000	≤$25,000	≥$25,000	2022
Basalt	≤ $5,000	$5,000-$74,999	$75,000	2023
Fruita	**No Adopted**	**threshold policy**	**at this time**	
Glenwood Springs	≤$50,000	$100,000	≥$100,000	2018
Eagle	≤$15,000	≤$50,000*	≥$50,000**	2023
Steamboat Springs	$24,999	≥ $25,000	≥ $75,000	2024

Federal Micro-Purchases: Increased from $10,000 to $15,000 (effective Oct 1, 2025)

*Professional services in the amount of $50,000 or less and all capital improvements contracts in the amount of $250,000 or less

** Professional services in the amount of $50,000 or more and all capital improvements contracts in the amount of $250,000 or more

Year	CPI	Change	Threshold
2020	258.811		$33,130.00
2021	270.970	4.7	$34,686.40
2022	292.655	8.0	$37,462.34
2023	304.702	4.1	$39,004.37
2024	313.689	2.9	$40,132.55
2025	324.054	2.7	$41,924.36*
2026	Will be released	Feb. 2026	

*https://www.bls.gov/data/inflation_calculator.htm

By updating these thresholds, we can maintain a more efficient and responsive procurement system that reflects the realities of today's market.

There is currently no provision in the City's Procurement Code that mandates regular updates to procurement thresholds. As a result, critical limits—such as the $25,000 threshold for City Council approval—have remained unchanged for nearly two decades, despite significant inflation and rising costs.

Increase Existing Procurement Thresholds:

Increasing the procurement threshold ensures contracts remain competitive and efficient while staying within budget. It streamlines operations, reduces delays for low-value purchases, and allows quicker responses to urgent needs without compromising governance or financial oversight. This change also effectively raises the bid threshold. Staff would like feedback on the increases identified in the following table:

Community	Department Head	City Manager	Governing Body Approval	Next Increase
Rifle	**≤$14,999.00**	**$15,000-$89,999**	**>$90,000**	**2030**

Other Discussion Items:

City Staff has also considered other options for exempting certain purchases from a full bid process. This includes software, insurance, and possibly raising the threshold for bid requirements.

Agenda Item #c.

Agenda Item Name:
Discussion on Workshop Agenda - Annual Meeting with Board of County Commissioners (BOCC)

Presenter:
Patrick Waller, City Manager

Item Description:
2026 Annual Meeting with Board of County Commissioners - Joint Workshop Session Agenda

Recommended Action:
No action on Workshop Items

Fiscal Impact:
N/A

Operational Impact:
N/A

Prior Board Motions:
N/A

Background Information:
Attached is a copy of the 2025 joint workshop meeting agenda for your review.

Executive Summary:
The BOCC and City Council meet once a year to discuss matters of concern and share information on projects. The next meeting will be held on February 11, 2026.

Notification Requirements:
No additional notice requirements

Prepared By:
Patrick Waller, City Manager

Attachments:
1. January 22, 2025 BOCC & City Council Agenda

CITY COUNCIL & BOARD OF COUNTY COMMISSIONERS

SPECIAL MEETING AGENDA

January 22, 2025
202 Railroad Avenue, Rifle, CO

6:00 PM - Special Meeting

1. **Discussion and Review**

   1.a. Update on Garfield County Airport Planning Process

   1.b. Update on Major City Capital Projects

   1.c. Bus Service / Traveler Discussion

   1.d. Economic Development in Rifle and Western Garfield County

   1.e. FMLD Grants & Funding

   1.f. Update on Broadband Planning Process

   1.g. Plans for Fairgrounds - Including Parking and Stillwell Property

   1.h. Inter Mountain Transportation Planning Region Projects

   1.i. Discussion on Rifle Correctional Facility

2. **Adjournment**

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Agenda Item #5.a.

Agenda Item Name:
Consider Minutes of the January 7, 2026 Regular Meeting

Presenter:
Alexis Ramirez, City Clerk

Item Description:
Consider Minutes of the January 7, 2026 Regular Meeting

Recommended Action:
Move to approve the minutes of the January 7, 2026, City Council Regular Meeting

Fiscal Impact:
N/A

Operational Impact:
N/A

Prior Board Motions:
N/A

Background Information:
N/A

Executive Summary:
Minutes of the January 7, 2026, Regular Meeting

Notification Requirements:
N/A

Prepared By:
Alexis Ramirez, City Clerk

Attachments:
1. 01.07.2026 REVISED DRAFT Minutes

RIFLE CITY COUNCIL
REGULAR MEETING

January 7, 2026
7:00 p.m.
202 Railroad Avenue Rifle, CO

CALL TO ORDER & ROLL CALL
A regular meeting of the Rifle City Council was called to order at 7:00 p.m.by Mayor Clint Hostettler.

Present at Roll Call:
Councilor Scott Marsh, Councilor Chris Bornholdt, Councilor Michael Clancy, Councilor Jonathan Rice, Councilor Karen Roberts, Councilor Alicia Gresley and Mayor Clint Hostettler

Roll Call: Yes - Chris Bornholdt, Scott Marsh, Michael Clancy, Clint Hostettler, Jonathan Rice, Karen Roberts and Alicia Gresley.
No – None.

Others Present:
City Manager Patrick Waller, City Clerk Alexis Ramirez, City Attorney Jim Neu, Parks & Recreation Director Austin Rickstrew, Chief of Police Debra Funston, Community Development Director Zach Higgins, Lieutenant Mike Kuper, Garfield County Public Health Nutrition Programs Manager Christine Dolan RDN and Wayne Eshton.

PUBLIC COMMENT
Public comment was heard from Wayne Eshton.

CONSENT AGENDA – CONSIDER THE FOLLOWING ITEMS:
A. Consider Minutes of the December 17, 2025 Regular Meeting.
B. Consider Designating a Public Posting Place — Resolution No. 1, Series of 2026
C. Consider Yearly Aluminum Sulfate Purchase for Water Plant
D. Consider Yearly Sodium Chlorite Purchase for Water Plant
E. Consider Yearly Citric Acid Purchase for Water Plant
F. Consider Yearly Sodium Hypochlorite Purchase for Water Plant
G. Consider Yearly Polymer Purchase for Wastewater Plant
H. Consider Approval of Purchase Order for Sustainable Strategies

Councilor Alicia Gresley moved to approve Consent Agenda Items A, B, C, D, E, F, G and H; seconded by Councilor Jonathan Rice.

Roll Call: Yes - Karen Roberts, Jonathan Rice, Alicia Gresley, Chris Bornholdt, Michael Clancy Scott Marsh, and Mayor Clint Hostettler
No – None.

PRESENTATION

Healthy Beverage Partnership

Garfield County Public Health, Nutrition Programs Manager RDN Christine Dole, provided presentation on the Healthy Beverage Partnership program. This initiative aims to reduce the consumption of sugary beverages across Garfield County to combat chronic diseases such as heart disease, diabetes, and obesity. Sugary drinks are the primary source of added sugars in American diets, contributing to concerning health trends, particularly among youth, and potentially leading to shorter life expectancies. The partnership between Denta Alliance, District 16, Family Resource Center and the Mountain Coalition for Food and Nutrition Security employ several strategies; including public awareness campaigns, limiting sugary beverage marketing to youth, advocating for increased prices on sugary drinks, and actively promoting the "Healthy Drinks in Kids Meals" program with local restaurants. This program encourages restaurants to offer healthy default drink options like water, seltzer, or milk with children's bundled meals. The initiative is funded by tobacco tax money and has recently received a two-year extension.

Garfield County Public Health Nutrition Programs Manager Christine Dolan RDN answered questions for Council.

Comments were heard from Councilor Karen Roberts, Councilor Alicia Gresley, Councilor Jonathan Rice, Councilor Scott Marsh, Councilor Michael Clancy and Mayor Clint Hostettler.

REGULAR AGENDA

Consider Authorization of Grant Application Submittal in Partnership with Youthzone for Building Remodel

City Manager Patrick Waller presented request to consider authorization to sign and submit a state opioid grant application in partnership with Youthzone. This request formalizes directions previously discussed during workshops held. The grant is funded through statewide opioid settlement funds, with a maximum award of $750,000, which is lower than the amount discussed at the workshop but otherwise unchanged. Youthzone initiated the application and will use the funds for a building remodel and facility improvements. The city will serve solely as a pass-through and fiscal agent, while Youthzone assumes full responsibility for grant compliance and reporting. The Finance Director Scott Rust has reviewed the grant specifications / requirements and identified no issues with the city acting

as a fiscal agent. City staff will review the application prior to submission and any resulting grant agreements to ensure compliance. Approval allows the City Manager to immediately sign and submit the application to the State.

City Manager Patrick Waller answered questions for Council.

Comments were heard from Councilor Alicia Gresley and Mayor Clint Hostettler.

Councilor Scott Marsh moved to authorize the City Manager to submit the grant application and sign grant agreement for Youthzone Building Remodel; seconded by Councilor Alicia Gresley.
Roll Call: Yes - Alicia Gresley, Chris Bornholdt, Michael Clancy, Jonathan Rice, Karen Roberts, Scott Marsh and Mayor Clint Hostettler.
No – None.

Report to City Manager
Reports were heard from City Manager Patrick Waller, Chief of Police Debra Funston and Lieutenant Mike Kuper.

Comments from Mayor and Council
Comments were heard from Councilor Karen Roberts, Councilor Alicia Gresley and Councilor Michael Clancy.

Adjournment
Meeting adjourned at 7:46 p.m.

Alexis Ramirez City Clerk	Clint Hostettler Mayor

Agenda Item #5.b.

Agenda Item Name:
Consider Liquor License Renewal for Capitol Deli, LLC dba Capitol Deli

Presenter:
Alexis Ramirez, City Clerk

Item Description:
Consider Liquor License Renewal for Capitol Deli, LLC dba Capitol Deli

Recommended Action:
Move to approve the Liquor License Renewal for Capitol Deli, LLC dba Capitol Deli

Fiscal Impact:
N/A

Operational Impact:
N/A

Prior Board Motions:
N/A

Background Information:
Capitol Deli, LLC dba Capitol Deli located at 851 Railroad Avenue, Rifle, CO has submitted a Hotel & Restaurant Liquor License Renewal Application.

The application is complete and the appropriate fees have been paid.

Executive Summary:
N/A

Notification Requirements:
N/A

Prepared By:
Alexis Ramirez, City Clerk

Attachments:
1. REDACTED- Capital Deli 2026 Liquor License Renewal

APPLICANT ID: 725469

DR 8400 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Submit to Local Licensing Authority

CAPITOL DELI
851 RAILROAD AVENUE
Rifle CO 81650

RECEIVED
JAN 16 2025
City Clerk
City of Rifle

Fees Due	
Annual Renewal Application Fee	$
Renewal Fee	750.00
Storage Permit $100 X _____	$
Sidewalk Service Area $75.00	$
Additional Optional Premise Hotel & Restaurant $100 X _____	$
Related Facility - Campus Liquor Complex $160.00 per facility	$
Amount Due/Paid	$756

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one- time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

☒ Paid by check
☐ Paid Online

Uploaded to MoveIt on Date

Licensee Name
CAPITOL DELI, INC

Doing Business As Name (DBA)
CAPITOL DELI

Liquor License Number

License Type
Hotel & Restaurant (city)

Sales Tax License Number

Expiration Date

Due Date

Business Address

Street Address
851 RAILROAD AVENUE

Phone Number

City, State, ZIP Code
Rifle CO 81650

Mailing Address

Street Address

City, State, ZIP Code

Email

Operating Manager

Date of Birth

Home Address

Street Address | Phone Number

City | State | ZIP Code

1. Do you have legal possession of the premises at the street address? ..... ◉ Yes ○ No

Are the premises owned or rented? ○ Owned ◉ Rented*

*If rented, expiration date of lease

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? ..... ○ Yes ◉ No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit? ..... ○ Yes ◉ No

(**Note:** must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If selecting 'Yes', an additional $11.00 is required to renew the permit.

If so, which are you renewing? ..... ○ Delivery ○ Takeout ○ Both Takeout and Delivery

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ○ Yes ◉ No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ..... ○ Yes ◉ No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? ..... ○ Yes ◉ No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

DR 8495 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Tax Check Authorization, Waiver, and Request to Release Information

I, [redacted]

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

[redacted]

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/ Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? ○ Yes ◉ No

If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? ○ Yes ◉ No

If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? ○ Yes ◉ No

If yes, attach a detailed explanation.

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

Title

Signature

Date (MM/DD/YY) 12/22/2025

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

Title

Attest

Signature

Date (MM/DD/YY)

Name (Individual/Business)

Social Security Number/Tax Identification Number | Home Phone Number | Business/Work Phone Number

Street Address

City | State | ZIP Code

Printed name of person signing on behalf of the Applicant/Licensee

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) | Date Signed

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

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Agenda Item #5.c.

Agenda Item Name:
Consider Approval of Purchase Order for Colorado River Valley Economic Development Partnership (CRVEDP)

Presenter:
Patrick Waller, City Manager

Item Description:
Purchase Order

Recommended Action:
Move to approve the purchase order for Colorado River Valley Economic Development Partnership Purchase Order in the amount of $30,000

Fiscal Impact:
$30,000 was included in the 2026 budget

Operational Impact:
N/A

Prior Board Motions:
Council provided the same amount of financial support to CRVEDP in 2025.

Background Information:
N/A

Executive Summary:
Colorado River Valley Economic Development Partnership's website is available here: https://crvedp.org/.

Notification Requirements:
No additional notice required.

Prepared By:
Patrick Waller, City Manager

Attachments:
1. OFFICIAL PURCHASE REQUEST FORM

CITY OF RIFLE
PURCHASE REQUEST

1.	Vendor Name NEW: W-9 attached ☐
	Rifle Economic Development Corporation - CRVEDP

2.	Vendor Address
	P.O Box 823, Rifle, CO 81650

3.	For the Purchase of (description)
	CRVEDP Annual Support

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	$30,000	$30,000	

5.	Dept. Name	General Ledger Acct #
	Non-Departmental	100-4800-400-510

6.		Type of Purchase
	☐	Capital Construction
	☐	Capital Construction – Change Order
	☐	Capital Equipment
	☐	Plant Equipment
	☐	Materials, supplies, non-profession/technical services (includes computer/software maint.)
	✔	Professional Services
	☐	Utilities (includes equipment installation and ongoing contracts)
	☐	Land, easements, ROW

7.		Purchasing Process Required (Rifle Municipal Code sections for guidance)		
	☐	Cooperative Purchasing:	Sec 4-3-50	
	☐	Emergency Procurement	Sec. 4-3-235	
	☐	Small Purchases	Sec. 4-3-225	
	☐	Request for Proposal:	Sec. 4-3-220(b)	(attach bid tab)
	☐	Competitive Sealed Bid:	Sec.4-3-215	(attach bid tab & advertisement)
	✔	Miscellaneous Exemptions	Sec. 4-2-230	(attach memo)

8.		Authorization Required
	☐	City Manager
	✔	City Council

9.	Signatures		
	Position	Signature	Date
	Department Director		
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		

FOR FULL CITY OF RIFLE PURCHASING PROVISIONS CLICK HERE

TABLE 1 - IS A PURCHASE ORDER NECESSARY

Amount of Purchase	*Is Purchase Order Needed*	*Method of Source Selection*
$0.01 - $10,000	No – Dept Head Approval	No special sourcing
$10,000.01 - $25,000	Yes – City Manager Approval	Yes – see table 2 below
$25,000.01 or Greater	Yes – Council Approval	Yes – see table 2 below

TABLE 2 - METHODS OF SOURCE SELECTION

Methods of source selection	*Contract limits*
Competitive sealed bidding	Greater than $50,000.00
**Competitive sealed proposals	Greater than $10,000.00 and less than $50,000.00**.

**Greater than $50,000 allowed for Construction Manager/General Contractor proposals, or similar type proposal.

Small purchases	Less than $10,000.00 - DEPARTMENT HEAD DISCRETION

TABLE 3 - LOCAL VENDOR PREFERENCE

Contract Amount	Primary Preference In City Limits	Secondary Preference In County Out of City
Less than $1,000	10% discount	5% discount
$1,001 to $5,000	8% discount	4% discount
$5,001 to $25,000	6% discount	3% discount
$25,001 to $100,000	5% discount	2% discount
$100,000 to $200,000	4% discount	2.5% discount
$200,001 to $500,000	3% discount	1.5% discount
$500,000 or greater	2% discount	1% discount

Agenda Item #5.d.

Agenda Item Name:
Consider Amending Rifle Municipal Code Section 10-2-20 Obstruction of Government Operations - Ordinance No. 16, Series of 2025 (2nd Reading)

Presenter:
Kathy Pototsky, Court Clerk / PIO

Item Description:
Consider amending Rifle Municipal Code 10-2-20 to add a section mirroring state law regarding repeated calls to public safety entities and add an additional section prohibiting individuals from obstructing government operations by making repeated contacts without due cause to any public servant which hinders the employee from performing their job duties.

Recommended Action:
Move to approve amendment to the Rifle Municipal Code 10-2-10 (definitions) and 10-2-20, Obstruction of Government Operations — Ordinance No.16, Series of 2025 on second reading.

Fiscal Impact:
None

Operational Impact:
None

Prior Board Motions:
None

Background Information:
Officer Josh Allison asked us to revisit this after the state added the protections for emergency call centers. Our language mirrors state law, but allows the charges to be written into municipal court instead of state court. Our proposed amendment also provides additional protections for front line and other City staff from individuals who make repeated contacts without due cause.

Executive Summary:
These proposed amendments provide additional safeguards for emergency call centers, emergency workers and City staff from abusive conduct and unreasonable or non-legitimate demands.

Notification Requirements:
None

Prepared By:
Alexis Ramirez, City Clerk

Attachments:

1. Ordinance No. 16-Obstruction of Govt

CITY OF RIFLE, COLORADO
ORDINANCE NO. 16
SERIES OF 2025

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING ARTICLE 2 OF CHAPTER 10 OF THE RIFLE MUNICIPAL CODE BY CREATING NEW REGULATIONS REGARDING OBSTRUCTION OF GOVERNMENT OPERATIONS

WHEREAS, the City of Rifle ("Rifle" or the "City") is a home-rule municipality organized pursuant to Article XX of the Colorado Constitution and the authority granted by the Rifle Home Rule Charter; and

WHEREAS, Chapter 10 of the Rifle Municipal Code (the "Code") regulates General Offences within the City; and

WHEREAS, City staff have recommended updates to the Code in order to bolster the City's ability to restrict and penalize persons that obstruct government operations within the City; and

WHEREAS, Section 18-8-102, C.R.S., defines and prohibits the obstruction of government operations, which includes, among other conduct, repeated contacts or calls to emergency call centers or public safety entities for non-legitimate purposes or without due cause; and

WHEREAS, the City's Code does not expressly state that repeated contacts or calls to a public safety emergency call center or a public safety entity for non-legitimate reasons or without due cause, which hinder a public servant's ability to perform their duties, constitute obstruction of government operations; and

WHEREAS, the City Council has reviewed the regulations contained in this ordinance and has provided comments and recommendations in support of adopting the proposed amendments to the Code; and

WHEREAS, the City Council finds and determines that it is in the best interests of the citizens of Rifle to amend Chapter 10 of the Code to clarify that a person may obstruct government operations by engaging in repeated, non-legitimate actions that hinder a public servant's ability to perform their duties.

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

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. Section 10-2-10 of the Rifle Municipal Code, "Definitions", is hereby amended as follows, with underlined text added and ~~strikethrough text~~ deleted:

Section 10-2-10. – Definitions.

For purposes of this Chapter, the following words shall have the meanings ascribed hereafter:

Contact shall include in-person, by phone, phone network, data network, mail or other paper or physical medium, text message, instant message, computer, computer network or computer system, or other interactive electronic medium. All communications in violation of this section are deemed to have been committed at the location in which the communication was initiated or received.

Government includes any branch, subdivision, institution or agency of the government of the City.

Governmental function includes any activity which a public servant is legally authorized to undertake on behalf of a government.

Public servant means any ~~officer~~ official or employee of the City~~, whether elected or appointed~~, and any person participating as an advisor or consultant, engaged in the service of process or otherwise performing a governmental function, but the term does not include peace officers or witnesses.

Section 3. Section 10-2-20 of the Rifle Municipal Code, "Obstructing Government Operations", is hereby amended as follows, with underlined text added and ~~strikethrough text~~ deleted:

Sec. 10-2-20. – Obstructing government operations.

(a) It is unlawful to obstruct government operations.

(b) A person commits the Class A municipal offense of obstructing government operations if he or she intentionally obstructs, impairs or hinders the performance of a governmental function by a public servant, by using or threatening to use violence, force, physical interference or obstacle.

(c) A person commits the Class A municipal offense of obstructing government operations if the person repeatedly contacts or calls a public safety emergency call center or public safety entity and the contact or call is not for the legitimate reporting of a public safety concern, to report an emergency, or to seek necessary assistance.

(d) A person commits the Class A municipal offense of obstructing government operations by making repeated contacts without due cause to any public servant which hinders the public servant's ability to perform their job duties.

(e) ~~(c)~~It is an affirmative defense that:

(1) The obstruction, impairment or hindrance was of unlawful action by a public servant;

(2) The obstruction, impairment or hindrance was of the making of an arrest; or

(3) The obstruction, impairment or hindrance was by lawful activities in connection with a labor dispute with the government.

INTRODUCED, on December 17, 2025, read in full, passed on first reading, and ordered published by title as required by the City Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on January 21, 2026, approved without amendments, and ordered published in full as required by the Charter.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

_____
City Clerk

Agenda Item #5.e.

Agenda Item Name:
Consider Approving Final Subdivision Plan and Final Subdivision Plat for Vetter Filing No. 2 Subdivision - Ordinance No. 15, Series of 2025 (2nd Reading)

Presenter:

Item Description:
Consider the approval of Ordinance No. 15 Series of 2025, approving the Final Subdivision Plat for Vetter Filing #2. This subdivision converts two existing estate zoned parcels into 6 (six) estate zoned parcels. Also being considered is the approval of the accompanying Subdivision Improvement Agreement and an amendment to the Farm Subdivision Improvement Agreement.

Recommended Action:
Move to approve amendment to the Farm Subdivision Improvement Agreement and Ordinance No. 15, Series of 2025 on second reading and order it to be published as required by Charter.

Fiscal Impact:
N/A

Operational Impact:
N/A

Prior Board Motions:
The City Council previously approved Vetter Filing #1 and the Planning Commission recommended approval of Vetter Filing #2 in December, 2024.

Background Information:
See attached memo.

Executive Summary:
See attached memo.

Notification Requirements:
No notification required for Final Plat.

Prepared By:
Zach Higgins, Planning Director

Attachments:
1. 20251203-5th Amendment to Annexation Agreement-Vetter 16th Street Improvements
2. 20251203-SIA-Vetter Filing 2 ver 2025 11 24

3. 20251203-SIA-Vetter Filing 2
4. 12 19064 VETTER II PLAT 20250905
5. Vetter Filing 2 Final Plat - CC - MEMO 12-3-25
6. Ordinance No. 15-Vetter Filing No. 2 Subdivision_01_21_2026

FIFTH AMENDMENT TO
THE FARM ANNEXATION AGREEMENT

THIS FIFTH AMENDMENT TO THE FARM ANNEXATION AGREEMENT is made and entered into this ___ day of _____, 2025 by and between the CITY OF RIFLE, COLORADO, a Colorado home-rule municipality (hereinafter "City"), and GRAHAM MESA DEVELOPMENT, LLC, a Colorado limited liability company, as the owner of the real property described hereafter (hereinafter "Developer").

W I T N E S S E T H:

WHEREAS, on September 19, 2007, the City and Owner entered into that certain Annexation Agreement recorded with the Garfield County Clerk and Recorder as Reception No. 757958 (the "Annexation Agreement") concerning the terms and conditions of the annexation of certain unincorporated tracts of land located in the County of Garfield, State of Colorado, known as the Farm Annexation described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, on October 23, 2008, the City and Developer entered into that certain First Amendment to The Farm Annexation Agreement recorded with the Garfield County Clerk and Recorder as Reception No. 757959 (the "First Amendment") clarifying the terms and conditions of the annexation and development of the Property; and

WHEREAS, on August 6, 2009, the City and Developer entered into that certain Second Amendment to The Farm Annexation Agreement recorded with the Garfield County Clerk and Recorder as Reception No. 773125 (the "Second Amendment") regarding the terms and conditions of the construction, dedication, ownership and maintenance of public improvements for Phase 1A-C of the Property to serve Graham Mesa Elementary School; and

WHEREAS, on May 15, 2015, the City and Developer entered into that certain Third Amendment to The Farm Annexation Agreement recorded with the Garfield County Clerk and Recorder as Reception No. 863130 (the "Third Amendment") regarding the dedication of property for the City's construction of the Morrow Draw Trail; and

WHEREAS, on June 6, 2016, the City and Developer entered into that certain Fourth Amendment to The Farm Annexation Agreement recorded with the Garfield County Clerk and Recorder as Reception No. 878841 (the "Fourth Amendment") regarding the City's acquisition of property from Developer to enhance the Morrow Draw Trail alignment in exchange for Parkland Dedication Fee Credits appurtenant to the Property; and

WHEREAS, a related party to Developer developed that certain Vetter Filing No. 2 Subdivision on the south side of 16th Street from the Property and entered into that Subdivision Improvements Agreement with the City on even date herewith that is recorded with the Garfield County Clerk and Recorder as Reception No. _____ (the "Vetter Filing No. 2 SIA"); and

WHERES, in the Vetter Filing No. 2 SIA, the City agreed to a variance from the sidewalk requirement along the south side of 16th Street and the reconstruction of 16th Street to City standards along the Vetter Filing No. 2 property because those improvements would be completed as part of the development of The Farm; and

WHEREAS, the City and Developer desire to enter into this Agreement to evidence the obligation of The Farm to complete those improvements.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer agree as follows:

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

2. Reconstruction of 16th Street Along Vetter Filing No. 2 Subdivision. Developer agrees that the reconstruction of 16th Street including sidewalk/trail shall be the obligation of The Farm for any phase which includes development of Road A aka Farmland Parkway (access road from 16th St. to Graham Mesa Elementary)

3. Final Agreement/Ratification of Annexation Agreement, First Amendment, Second Amendment, Third Amendment and Fourth Amendment. The parties hereby ratify and affirm the Annexation Agreement, the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment.

5. 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.

6. 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.

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

GRAHAM MESA DEVELOPMENT, LLC

By _____
Name:_____

STATE OF COLORADO)
) ss.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this _____ day of _____ 2025 by _____ as _____ of Graham Mesa Development, LLC.

WITNESS my hand and official seal. My Commission expires: _____.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE FARM

T. 6 S., R. 93 W., 6th P.M.
Sec. 3: SE1/4SW1/4, SW1/4SE1/4
Sec. 10: NW1/4NE1/4, NE1/4NW1/4

EXCEPT: Parcels described in documents recorded in Book 344 at Page 410 (Wood), Book 430 at Page 96 (Smith), and Book 561 at Page 634 (Horizons West).

Garfield County, Colorado

LEGAL DESCRIPTION OF THE REMAINDER OF HOMESTEAD

Garfield County Assessor Parcel No. 2177 102 00 056; and

Garfield County Assessor Parcel No. 2177 102 00 217 - Homestead Phase B east of 1395 East 16th Street and north of Homestead Highlands

SITE SPECIFIC DEVELOPMENT PLAN AND SUBDIVISION IMPROVEMENTS AGREEMENT FOR VETTER FILING NO. 2 SUBDIVISION

THIS AGREEMENT made this _____ day of _____ 2025, 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 DYNASTY TRUST fbo JOHN SAVAGE, a Colorado trust whose address is P.O. Box 1926, Rifle, CO 81650 (hereinafter "Developer");

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real property located in the City of Rifle, Colorado known as the Vetter Filing No. 2, in the County of Garfield, City of Rifle, Colorado as described in Exhibit A, attached hereto. (hereinafter the "Property"); and

WHEREAS, on December 17, 2024, after a duly-noticed public hearing and pursuant to Rifle Municipal Code §16-5-280, the City of Rifle Planning Commission approved a Sketch/Preliminary Plan for the Property; and

WHEREAS, on December 3, 2025 and December 17, 2025, the City Council of the City of Rifle approved by appropriate ordinance a Final Subdivision Plat and Final Subdivision Plan for the Property, which Ordinance No. __, Series of 2025 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 Homestead Annexation Agreement ("Annexation Agreement"), dated July 30, 1998, recorded with the Garfield County Clerk and Recorder's Office on August 10, 1998 at Reception No. 530226, Book 1082 at Page 680, 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), 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 Service. Developer, its successors and assigns, shall comply in full with Title 13 of the Rifle Municipal Code regarding system improvement fees for water and sewer service. No system improvement fees for water and sewer service are due for Lot 2, as Lot 2 has existing 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. Per the Homestead at Rifle PUD Phase 2 SIA (recorded 04/04/2001 as Rec. No. 578630 B1242 P809), all appurtenant water rights (0.035cfs Priority No. 80 in the Rifle Creek Canon Ditch) were conveyed (Quit Claim Deed dated 3/8/2001 and recorded 04/04/2001 as Rec. No. 578633 B1242 P550) to City of Rifle w/ 0.019cfs being held in trust for the Homestead at Rifle PUD HOA for raw water irrigation of the AG Open Space and Estate Lots and 0.016cfs to be owned by the City of Rifle for its future uses.

Developer, with this Vetter Subdivision Filing No. 2 is conveying an additional 0.05cfs (appurtenant to Lot 2, aka 1395 E. 16th St.) Priority No. 80 in the Rifle Creek Canon Ditch to the City of Rifle to be held in trust for the Vetter Subdivision HOA. By agreement w/ the Homestead at Rifle PUD HOA, the original 0.019cfs and this additional 0.05cfs will be used to operate a combined raw water irrigation system for the AG Open Space and the 10 Vetter subdivision Estate lots.

(3) Basic Water Rights Dedication Fees Calculations for Vetter Filing No. 2. Developer shall pay the basic water rights dedication fee of 1EQR each for Lots 1, 3, 4, 5 & 6. Lot 2 is an existing municipal water user and owes no Basic Water Right Dedication Fee. All of the 0.05cfs appurtenant to Lot 2 is being utilized in the raw water irrigation systems so no Dedication credits are attributed to that water right. Water Rights Dedication Fees (Exhibit B) are due before recording of this document and commencement of infrastructure construction.

(4) Additional Water Rights Dedication Fees Due at the Time of Building Permit and/or Site Plan Application. 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 any lots.

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 agree and acknowledge that Developer has satisfied the parkland dedication fees due at final plat AND building permit by Developer's use of credits left over from North Pastures subdivision and received for parkland dedication as shown on Exhibit B attached hereto and incorporated herein by this reference. Developer has 0.3919 acres remaining Parkland Dedication credits from North Pasture Filing No. 7, which may be assigned to future projects by Developer. No Parkland Dedication fees are due for Lot 2 as it is an existing and improved lot.

E. Offsite Street Impact Fees. For each unit constructed on the Property, offsite street impact fees shall be due and payable 34% at the time of Final Plat (Exhibit B), and 66% 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. No Offsite Street Impact Fees are due for Lot 2 as it is an existing and improved lot.

F. Domestic Water Service.

(1) Northeast Tank Upper Pressure Zone ("NTUPZ") Impact Fees. Developer shall pay the NTUPZ Impact Fee for Lots 1 and 2-6 prior to recording of this document (Exhibit B). No NTUPZ Impact Fee is due for Lot 2 as it is an existing and improved lot.

(2) Northeast Tank Upper Pressure Zone Service Surcharge. Lot Owners within the 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.

(4) 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 units 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. Sidewalk/Trail Along 16th Street. The sidewalk/trail along 16th Street will be concrete through the existing driveway for Lot 2 and thereafter heading east will be asphalt to the eastern boundary of the Property. This variance to the Public Works Manual from concrete to asphalt is approved because the trail will be brought up to City Standards with the widening of 16th Street that that will occur when The Farm, or other properties develop to the east.

C. PENWELL WATER LINE Public Improvements on 16th St. adjacent to Vetter Subd. Flg. 2: The City is installing a water main ("Penwell Project") adjacent to a portion of the Property along 16th Street and for the sake of efficiency, the following public improvements are included in the Penwell Project, but which immediately benefit the

Vetter Flg. 2 subdivision. The subject improvements are:

1. Curb, gutter and sidewalk from the end of the existing curb, gutter and sidewalk on the south side of 16th Street to the to the west Line of Lot 2
2. Water and sewer service extensions to Lot 1; and
3. Retaining wall on Lot 2.

Curb, gutter and sidewalk installed along Lot 2 are not subject to reimbursement, as Lot 2 is an existing improved residential lot.

The amount to be reimbursed by Developer pursuant to Section 3(A) of this Agreement is $10,780.30 plus costs of water and sewer taps and service line extensions for Lot 1

C. Total Final Plat Fees Due. Total fees due prior to recording of Vetter Filing No. 2 Final Plat are listed on Exhibit B.

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, Inc. as Construction Drawings Vetter Subdivision Filing No. 2 and dated _____, 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 C 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 twenty-four (24) 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 twenty-four (24) 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 two (2) years, as stated above.

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

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 acceptable security such as 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 C. 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.

In the alternative, Developer can secure its obligations hereunder by the City delaying the recording of the Final Plat until the Public Improvements are completed and accepted by the City and with Developer's full satisfaction of all of the terms and conditions of this Agreement.

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 C, 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. Reserved.

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 Dynasty Trust fbo John Savage
c/o John Savage, Trustee
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 DYNASTY TRUST FBO JOHN SAVAGE

By: _____
Name: John W. Savage
Title: Trustee

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

Acknowledged, subscribed, and sworn to before me this ____ day of _____, 20___, by John Savage as Trustee of Savage Dynasty Trust fbo John Savage.

WITNESS my hand and official seal.

My Commission expires: _____.

_____
Notary Public

LIST OF EXHIBITS

EXHIBIT A: property description

EXHIBIT B: Impact Fees calculations

EXHIBIT C: Cost Estimate of Public Improvements

SITE SPECIFIC DEVELOPMENT PLAN AND SUBDIVISION IMPROVEMENTS AGREEMENT FOR VETTER FILING NO. 2 SUBDIVISION

THIS AGREEMENT made this _____ day of _____ 2025, 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 DYNASTY TRUST fbo JOHN SAVAGE, a Colorado trust whose address is P.O. Box 1926, Rifle, CO 81650 (hereinafter "Developer");

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real property located in the City of Rifle, Colorado known as the Vetter Filing No. 2, in the County of Garfield, City of Rifle, Colorado as described in Exhibit A, attached hereto. (hereinafter the "Property"); and

WHEREAS, on December 17, 2024, after a duly-noticed public hearing and pursuant to Rifle Municipal Code §16-5-280, the City of Rifle Planning Commission approved a Sketch/Preliminary Plan for the Property; and

WHEREAS, on December 3, 2025 and December 17, 2025, the City Council of the City of Rifle approved by appropriate ordinance a Final Subdivision Plat and Final Subdivision Plan for the Property, which Ordinance No. __, Series of 2025 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 Homestead Annexation Agreement ("Annexation Agreement"), dated July 30, 1998, recorded with the Garfield County Clerk and Recorder's Office on August 10, 1998 at Reception No. 530226, Book 1082 at Page 680, 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), 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 Service. Developer, its successors and assigns, shall comply in full with Title 13 of the Rifle Municipal Code regarding system improvement fees for water and sewer service. No system improvement fees for water and sewer service are due for Lot 2, as Lot 2 has existing 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. Per the Homestead at Rifle PUD Phase 2 SIA (recorded 04/04/2001 as Rec. No. 578630 B1242 P809), all appurtenant water rights (0.035cfs Priority No. 80 in the Rifle Creek Canon Ditch) were conveyed (Quit Claim Deed dated 3/8/2001 and recorded 04/04/2001 as Rec. No. 578633 B1242 P550) to City of Rifle w/ 0.019cfs being held in trust for the Homestead at Rifle PUD HOA for raw water irrigation of the AG Open Space and Estate Lots and 0.016cfs to be owned by the City of Rifle for its future uses.

Developer, with this Vetter Subdivision Filing No. 2 is conveying an additional 0.05cfs (appurtenant to Lot 2, aka 1395 E. 16th St.) Priority No. 80 in the Rifle Creek Canon Ditch to the City of Rifle to be held in trust for the Vetter Subdivision HOA. By agreement w/ the Homestead at Rifle PUD HOA, the original 0.019cfs and this additional 0.05cfs will be used to operate a combined raw water irrigation system for the AG Open Space and the 10 Vetter subdivision Estate lots.

(3) Basic Water Rights Dedication Fees Calculations for Vetter Filing No. 2. Developer shall pay the basic water rights dedication fee of 1EQR each for Lots 1, 3, 4, 5 & 6. Lot 2 is an existing municipal water user and owes no Basic Water Right Dedication Fee. All of the 0.05cfs appurtenant to Lot 2 is being utilized in the raw water irrigation systems so no Dedication credits are attributed to that water right. Water Rights Dedication Fees (Exhibit B) are due before recording of this document and commencement of infrastructure construction.

(4) Additional Water Rights Dedication Fees Due at the Time of Building Permit and/or Site Plan Application. 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 any lots.

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 agree and acknowledge that Developer has satisfied the parkland dedication fees due at final plat AND building permit by Developer's use of credits left over from North Pastures subdivision and received for parkland dedication as shown on Exhibit B attached hereto and incorporated herein by this reference. Developer has 0.3919 acres remaining Parkland Dedication credits from North Pasture Filing No. 7, which may be assigned to future projects by Developer. No Parkland Dedication fees are due for Lot 2 as it is an existing and improved lot.

E. Offsite Street Impact Fees. For each unit constructed on the Property, offsite street impact fees shall be due and payable 34% at the time of Final Plat (Exhibit B), and 66% 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. No Offsite Street Impact Fees are due for Lot 2 as it is an existing and improved lot.

F. Domestic Water Service.

(1) Northeast Tank Upper Pressure Zone ("NTUPZ") Impact Fees. Developer shall pay the NTUPZ Impact Fee for Lots 1 and 2-6 prior to recording of this document (Exhibit B). No NTUPZ Impact Fee is due for Lot 2 as it is an existing and improved lot.

(2) Northeast Tank Upper Pressure Zone Service Surcharge. Lot Owners within the 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.

(4) 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 units 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. Sidewalk/Trail Along 16th Street. The sidewalk/trail along 16th Street will be concrete through the existing driveway for Lot 2 and thereafter heading east will be asphalt to the eastern boundary of the Property. This variance to the Public Works Manual from concrete to asphalt is approved because the trail will be brought up to City Standards with the widening of 16th Street that that will occur when The Farm or other properties develop to the east.

C. Penwell Water Line Public Improvements on 16th Street: The City is installing a water main ("Penwell Project") adjacent to a portion of the Property along 16th Street and for the sake of efficiency, the following public improvements for the benefit of the Vetter Filing No. 2 Subdivision are included in the Penwell Project. The subject improvements are:

1. Curb, gutter and sidewalk from the end of the existing curb, gutter and sidewalk on the south side of 16th Street to the to the west Line of Lot 2;
2. Water and sewer service extensions to Lot 1; and
3. Retaining wall on Lot 2.

The curb, gutter and sidewalk installed along Lot 2 are not subject to reimbursement, as Lot 2 is an existing improved residential lot. The amount to be reimbursed by Developer pursuant to Section 3(A) of this Agreement is $10,780.30 plus costs of water and sewer taps and service line extensions for Lot 1.

D. Total Final Plat Fees Due. Total fees due prior to recording of Vetter Filing No. 2 Final Plat are listed on Exhibit B.

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, Inc. as Construction Drawings Vetter Subdivision Filing No. 2 and dated _____, 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 C 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 twenty-four (24) 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 twenty-four (24) 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 two (2) years, as stated above.

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

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 acceptable security such as 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 C. 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.

In the alternative, Developer can secure its obligations hereunder by the City delaying the recording of the Final Plat until the Public Improvements are completed and accepted by the City and with Developer's full satisfaction of all of the terms and conditions of this Agreement.

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 C, 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. Reserved.

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 Dynasty Trust fbo John Savage
c/o John Savage, Trustee
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 DYNASTY TRUST FBO JOHN SAVAGE

By: _____
Name: John W. Savage
Title: Trustee

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

Acknowledged, subscribed, and sworn to before me this ____ day of _____, 20___, by John Savage as Trustee of Savage Dynasty Trust fbo John Savage.

WITNESS my hand and official seal.

My Commission expires: _____.

_____
Notary Public

LIST OF EXHIBITS

EXHIBIT A: property description

EXHIBIT B: Impact Fees calculations

EXHIBIT C: Cost Estimate of Public Improvements

EXHIBIT A

PROPERTY DESCRIPTION PROPOSED VETTER II SUBDIVISION

A PARCEL OF LAND SITUATE IN THE SW1/4 OF THE NW 1/4 AND IN THE SE1/4 OF THE NW1/4, SECTION 10, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH P.M., CITY OF RIFLE, COUNTY OF GARFIELD, STATE OF COLORADO. ALL BEARINGS RELATIVE TO A BEARING OF N89°32'17"E ALONG THE SOUTHERLY RIGHT-OF-WAY OF 16TH STREET BETWEEN FOUND #5 REBARS AND 1-1/4" ORANGE PLASTIC CAPS STAMPED "PROP CORNER PLS 36572". SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON SAID SOUTHERLY RIGHT-OF-WAY, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 4, VETTER HOMESTEAD, RECORDED AS RECEPTION NO. 865321 IN THE GARFIELD COUNTY CLERK AND RECORDER'S RECORDS; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES:

1.) N 89°32'17" E 315.68 FEET
2.) S89°44'29"E 311.59 FEET
3.) S86°46'45"E 201.36 FEET
4) S89°48'22"E 206.72 FEET
5.) N86°25'31"E 59.21 FEET

THENCE DEPARTING SAID RIGHT-OF-WAY S00°47'12"E 874.11 FEET' TO A POINT ON THE EASTERLY LINE OF THE HOMESTEAD AT RIFLE P.U.D., PHASE 4, RECORDED AS RECEPTION NO. 622629; THENCE ALONG SAID EASTERLY LINE N44°47'53"W 199.37 FEET TO A POINT ON THE SECOND AMENDED HOMESTEAD AT RIFLE PHASE A, HOMESTEAD HIGHLANDS TOWNHOMES RECORDED AS RECEPTION NO. 644273; THENCE ALONG SAID RECEPTION NO. 644273 THE FOLLOWING THREE (3) COURSES"

1.) N13°02'27"W 148.62 FEET
2.) N06°29'18"W 163.11 FEET
3.) N35°56'52"W 179.38 FEET

THENCE DEPARTING SAID RECEPTION NO. 644273 S89°37'51"W 510.03 FEET; THENCE S89°37'49"W 293.34 FEET; THENCE N00°56'55"W 89.73 FEET; THENCE ALONG THE EAST LINE OF SAID LOT 4, VETTER HOMESTEAD N00°59'42"W 203.17 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINING 9.403 ACRES MORE OR LESS.

SIA sec.	DESCRIPTION	FINAL PLAT	BUILDING PERMIT	
			per lot	
3C	WATER RIGHTS DEDICATION	$2,250	TBD	Note 1
3D	PARKLAND DEDICATION	$0	$0	Note 2
3E	OFFSITE STREET IMPACT FEE	$11,547	TBD	Note 3
3F(1)	NTUPZ FEE	$9,300	$0	Note 4
	TOTALS	$23,097	$0	

Note 1	RMC 13-4-60: Class of Use A.1. Residential SFR w/ 5,000sq.ft landscape; All lots are provided w/ raw water irrigation, 5,000sq.ft. of landscaping included in 1EQR, covers shoulder season and occasional outside municipal water useage.		
Note 2	Credits remaining after Vetter 2	0.5487	acres
Note 3	34% due at FP, Fee due at Building Permit is 66% of the then applicable fee.		
Note 4	All NTUPZ Fee paid at Final Plat per Annexation Agreement		

revised: 5/26/03
printed: 9/7/2025; 2:45 PM

Vetter 2	LOTS	EQR'S	DEDICATED	PAID	BALANCE
CREDIT BALANCE					0.00
Vetter 2	5	5.00	0.00	5.00	0.00
					0.00
TOTAL				5.00	
Per EQR			$450	$2,250	

FORMULA: # of sfr lots x 3.5 residents/lot = # of residents @8.96ac/1000 res.=Dedication requirement

					acres per lot
Vetter 2		5	lots		
# of residents (lots x 3.5)		17.50	residents		
Parkland due (@8.96ac/1000 residents)		0.1568	acres due at Final Plat		0.0065

FORMULA: # of MF lots x 3.0 residents/lot = # of residents @8.96ac/1000 res.=Dedication requirement

# of lots			lots		
# of residents (lots x 3.0)		0.00	residents		
Parkland due (@8.96ac/1000 residents)		0.0000	acres due at Final Plat		
		0.0000	acres due at Building Permit		

SUBDIVISION	ITEM	LOTS	ACRES owed	ACRES credit	IN LIEU PD.	ACRES +/-	Credit acres
MEADOWS	SIA CREDIT			3.6490		3.6490	3.6490
NP Flg 1	NP Flg 1 RAYNARD DITCH TRAIL ROW			0.0544		0.0544	3.7034
NP Flg 1	Filing 1 Open Space 1.816@25%			0.4540		0.4540	4.1574
NP Flg 1	Morrow Draw Trail ROW 15'X807.12'			0.2780		0.2780	4.4354
NP Flg 1	Morrow Draw Open Space 25%			0.4350		0.4350	4.8704
NP Flg 1	SFR Final Plat	24	0.5880			-0.5880	4.2824
NP Flg 1	MFR Final Plat	12	0.2520			-0.2520	4.0304
NP Flg 2	Final Plat	28	0.8781			-0.8781	3.1523
NP Flg 2	Raynard Trail Const. Credit			0.2604		0.0000	3.4127
NP Flg 3	Final Plat	27	0.2509			-0.2509	3.1618
NP Flg 3	Open Space @25%			0.6065		0.0000	3.7683
NP Flg 4	SFR lots	8	0.0836			-0.0836	3.6847
NP Flg 4	Duplex lots	12	0.1882			-0.1882	3.4965
NP Flg 5	no residential lots	0	0.0000			0.0000	3.4965
NP Flg 6	SFR Final Plat 100%	18	0.5645			-0.5645	2.9320
NP Flg 6	SFR Build. Permit 100%	18	0.5645			-0.5645	2.3675
NP Flg 6	Lots 15-18 split final plat 100%	4	0.1254			-0.1254	2.2421
NP Flg 6	Lots 15-18 split Build Permit 100%	4	0.1254			-0.1254	2.1167
NP Flg 6	Final Plat 100%	25	0.7840			-0.7840	1.3327
NP Flg 6	Building Permit 100%	25	0.7840			-0.7840	0.5487
Vetter (1)	All fees paid at final plat no credit adjustment	4	0.0000			0.0000	0.5487
Vetter Flg 2	Final Plat 100%	5	0.1568			-0.1568	0.3919

NE Pressure Tank fees

			Fee	No. lots	TOTAL
SFR LOTS			$1,860	5	$ 9,300
TOTALS				5	$ 9,300

Off Site Street Impact fees

	LOTS	PER LOT OSSIF	F.P 34.00%	F.P. TOTAL
SFR	5	$6,792.19	$2,309.34	$11,546.72

Note: Duplex lots treated same as SFR

OFFSITE STREET IMPACT FEES:

Ord 7 2021 $5859/EQR 3% escalation Jan. 1

YEAR	SFR	MFR
2025	$6,792.19	

ITEM	Description	Qty	Unit	Unit $	Amount
1	Mobilization	1	LS	$12,000	$12,000
2	Traffic Control	1	LS	$5,000	$5,000
3	SWMP practices	1	LS	$10,000	$10,000
4	Clear & Grub	2.5	acre	$3,000	$7,500
5	Overlot grading	2.5	acre	$1,500	$3,750
6	Potable water pipeline	200	lf	$125	$25,000
7	Fire hydrants	2	ea	$12,500	$25,000
8	Water main connection	1	ea	$10,000	$10,000
9	Lot water services	4	ea	$4,000	$16,000
10	Waterline extension	200	lf	$125	$25,000
11	Sewer line	1000	lf	$100	$100,000
12	Sewer connection	1	ea	$15,000	$15,000
13	Sewer manholes	4	ea	$5,000	$20,000
14	sewer services	4	ea	$3,000	$12,000
15	Stormwater line	730	lf	$50	$36,500
16	Concrete	1	ea	$50,000	$50,000
17	Private driveway	1	ea	$35,000	$35,000
18	conduits	3000	lf	$6	$18,000
19	Stop signs	1	ea	$650	$650
20					$426,400

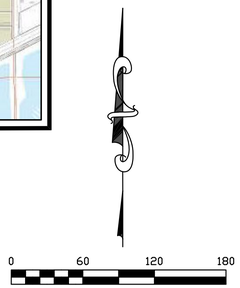
Final Plat

VETTER II SUBDIVISION

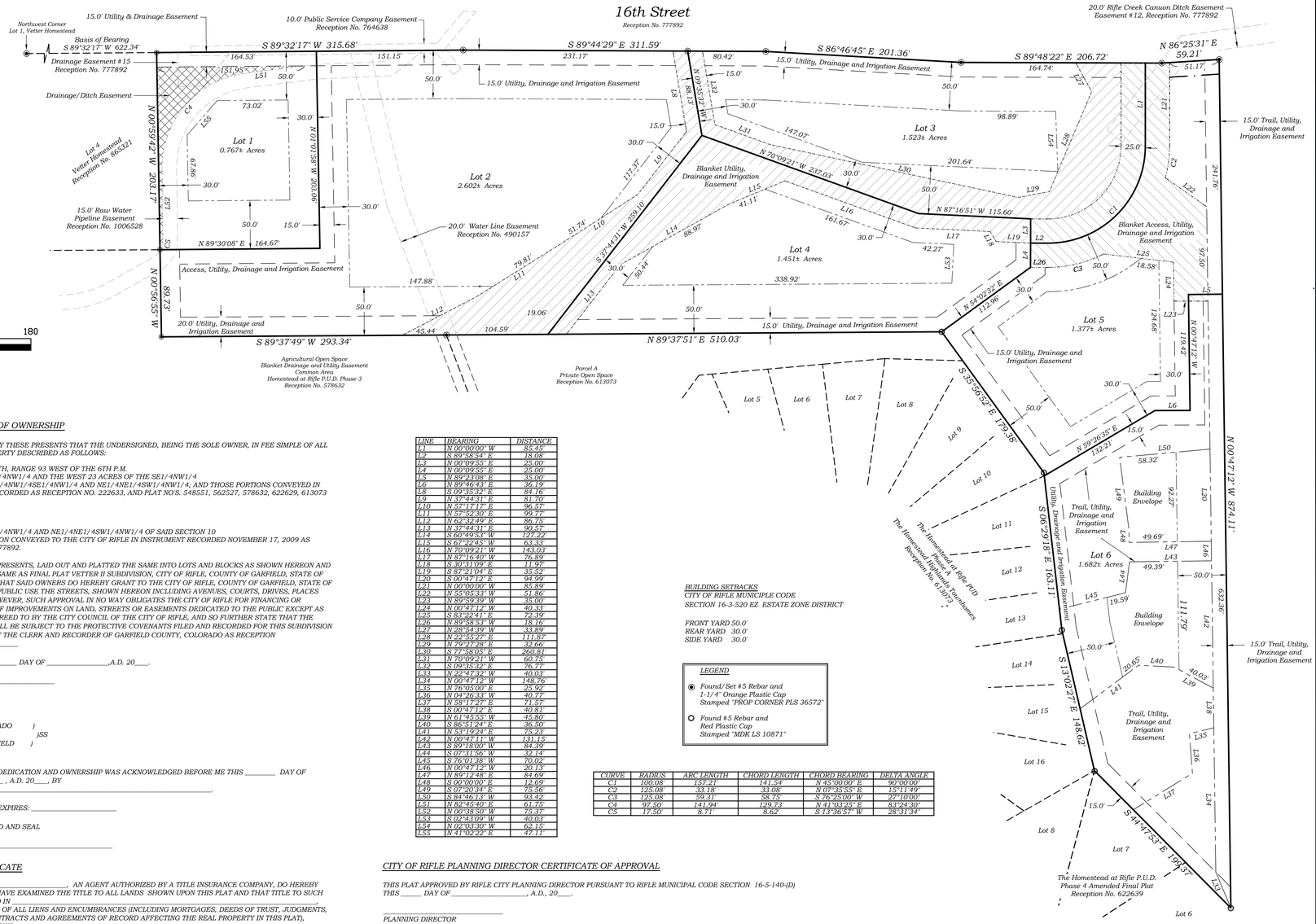
Parcels of Land Situate in the SW1/4 of the NW1/4 and in the SE1/4 of the NW1/4 of Section 10, Township 6 South, Range 93 West of the 6th P.M. City of Rifle, County of Garfield, State of Colorado



Vicinity Map
Scale: 1"=1000'



SCALE: 1"=60'



LINE	BEARING	DISTANCE
L1	N 00°00'00" W	85.45'
L2	S 89°58'54" E	18.08'
L3	N 00°09'55" E	25.00'
L4	N 00°09'55" E	25.00'
L5	N 89°23'08" E	35.00'
L6	N 89°46'43" E	36.19'
L8	S 09°35'32" E	84.16'
L9	N 37°44'31" E	81.70'
L10	N 57°17'17" E	96.57'
L11	N 57°52'30" E	99.77'
L12	N 62°32'49" E	86.75'
L13	N 37°44'31" E	90.57'
L14	S 60°49'53" W	127.22'
L15	S 67°22'45" W	63.33'
L16	N 70°09'21" W	143.03'
L17	N 87°16'40" W	76.89'
L18	S 30°31'09" E	11.97'
L19	S 87°21'04" E	35.52'
L20	S 00°47'12" E	94.99'
L21	N 00°00'00" W	85.89'
L22	N 55°05'33" W	51.86'
L23	N 89°59'39" W	35.00'
L24	N 00°47'12" W	40.33'
L25	S 83°22'41" E	72.39'
L26	N 89°58'53" W	18.16'
L27	N 28°54'39" W	33.89'
L28	N 22°55'27" E	111.87'
L29	N 79°27'28" E	32.66'
L30	S 77°58'05" E	260.81'
L31	N 70°09'21" W	60.75'
L32	S 09°35'32" E	76.77'
L33	N 22°47'32" W	40.03'
L34	N 00°47'12" W	148.76'
L35	N 76°05'00" E	25.92'
L36	N 04°26'33" W	40.77'
L37	N 58°17'27" E	71.57'
L38	S 00°47'12" E	40.81'
L39	N 61°45'55" W	45.80'
L40	S 86°51'24" E	36.50'
L41	N 53°19'24" E	75.23'
L42	N 00°47'11" W	131.18'
L43	S 89°18'00" W	84.39'
L44	S 07°31'56" W	22.14'
L45	S 76°01'38" W	70.02'
L46	N 00°47'12" W	20.13'
L47	N 89°12'48" E	84.69'
L48	S 00°00'00" E	12.69'
L49	S 07°20'34" E	75.56'
L50	S 84°46'13" W	93.42'
L51	N 82°45'40" E	61.75'
L52	N 00°38'50" W	75.37'
L53	S 02°43'09" W	40.03'
L54	N 02°03'30" W	62.15'
L55	N 41°02'22" E	47.11'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	100.08'	157.21'	141.54'	N 45°00'00" E	90°00'00"
C2	125.08'	33.18'	33.08'	N 07°35'55" E	15°11'49"
C3	125.08'	59.31'	58.75'	S 76°25'00" W	27°10'00"
C4	97.50'	141.94'	129.73'	N 41°03'25" E	83°24'30"
C5	17.50'	8.71'	8.62'	S 13°36'57" W	28°31'34"

BUILDING SETBACKS
CITY OF RIFLE MUNICIPLE CODE
SECTION 16-3-S20 EZ ESTATE ZONE DISTRICT

FRONT YARD 50.0'
REAR YARD 30.0'
SIDE YARD 30.0'

LEGEND

- ◉ *Found/Set #5 Rebar and 1-1/4" Orange Plastic Cap Stamped "PROP CORNER PLS 36572"*
- ○ *Found #5 Rebar and Red Plastic Cap Stamped "MDK LS 10871"*

UTILITY COMPANY CERTIFICATES

THIS PLAT APPROVED BY XCEL ENERGY OF COLORADO THIS _____ DAY OF _____ , A.D., 20___.

BY: _____

TITLE: _____

THIS PLAT APPROVED BY CENTURYLINK COMMUNICATIONS THIS _____ DAY OF _____ , A.D., 20___.
BY: _____

TITLE: _____

THIS PLAT APPROVED BY COMCAST CABLE SERVICES THIS _____ DAY OF _____ , A.D., 20___.

BY: _____

TITLE: _____

NOTES

1.) DATE OF SURVEY WAS APRIL 16, 2025.

2.) BASIS OF BEARING FOR THIS SURVEY IS A BEARING OF S 89°32'17" W ALONG THE NORTH LINE OF VETTER HOMESTEAD RECORDED JULY 14, 2015 AS RECEPTION NO. 865321 BETWEEN FOUND #5 REBARS AND 1-1/4" ORANGE PLASTIC CAPS STAMPED "PROP CORNER PLS 36572" AT THE NORTHWEST CORNER OF LOT 1 AND AT THE NORTHEAST CORNER OF LOT 4, AS SHOWN HEREON.

3.) THIS PLAT IS BASED ON:

a. SPECIAL WARRANTY DEED RECORDED JANUARY 1, 2017 AS RECEPTION NO. 887645 IN THE RECORDS OF THE GARFIELD, COUNTY, COLORADO CLERK AND RECORDER'S OFFICE.

a. RESEARCH FOR RIGHTS-OF-WAY AND EASEMENTS OF RECORD ARE BASED ON COMMONWEALTH TITLE COMPANY OF GARFIELD COUNTY, INC. COMMITMENT NO. 2024-03-78, DATED JULY 2, 2024.

b. MONUMENTS FOUND IN PLACE AS INDICATED HEREON.

4.) ALL DIMENSIONS SHOWN HEREON ARE RECORD AND AS-MEASURED UNLESS OTHERWISE INDICATED.

5.) ALL FOUND OR SET MONUMENTS ARE FLUSH WITH GROUND EXCEPT AS NOTED HEREON.

6.) THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

7.) ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

SURVEYOR'S CERTIFICATE

I MICHAEL J. LANGHORNE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE ***FINAL PLAT OF VETTER II SUBDIVISION AS*** *LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT ACCURATELY REPRESENTS A SURVEY, PERFORMED BY ME OR UNDER MY SUPERVISION, IS BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, AND THAT IT CONFORMS WITH THE CURRENT "STANDARDS FOR LAND SURVEYS" OF THE COLORADO AES BOARD OF LICENSURE, AS WELL AS WITH RELATED SURVEY REQUIREMENTS OF CURRENT VERSIONS OF THE COLORADO REVISED STATUTES AND CITY OF RIFLE REGULATIONS, THIS CERTIFICATE IS NOT INTENDED TO BE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE OF ANY MATTERS EXCEPT THOSE STATED IN THE PRECEDING SENTENCE AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS OF THE* ***FINAL PLAT OF VETTER II SUBDIVISION AS THE SAME ARE STAKED UPON THE GROUND IN COMPLIANCE WITH APPLICABLE REGULATIONS*** *GOVERNING THE SUBDIVISION OF LAND.*

IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL

DATE: _____

MICHAEL J. LANGHORNE, P.L.S. #36572

REVIEW

CERTIFICATE OF OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING THE SOLE OWNER, IN FEE SIMPLE OF ALL THAT REAL PROPERTY DESCRIBED AS FOLLOWS:

TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH P.M.
SECTION 10: SW1/4NW1/4 AND THE WEST 23 ACRES OF THE SE1/4NW1/4
EXCEPT THE NW1/4NW1/4SE1/4NW1/4 AND NE1/4NE1/4SW1/4NW1/4; AND THOSE PORTIONS CONVEYED IN INSTRUMENTS RECORDED AS RECEPTION NO. 222633, AND PLAT NO'S. 548551, 562527, 578632, 622629, 613073 AND 865321.

AND

NW1/4NW1/4SE1/4NW1/4 AND NE1/4NE1/4SW1/4NW1/4 OF SAID SECTION 10
LESS THAT PORTION CONVEYED TO THE CITY OF RIFLE IN INSTRUMENT RECORDED NOVEMBER 17, 2009 AS RECEPTION NO. 777892.

HAVE BY THESE PRESENTS, LAID OUT AND PLATTED THE SAME INTO LOTS AND BLOCKS AS SHOWN HEREON AND DESIGNATE THE SAME AS FINAL PLAT VETTER II SUBDIVISION, CITY OF RIFLE, COUNTY OF GARFIELD, STATE OF COLORADO AND THAT SAID OWNERS DO HEREBY GRANT TO THE CITY OF RIFLE, COUNTY OF GARFIELD, STATE OF COLORADO, FOR PUBLIC USE THE STREETS, SHOWN HEREON INCLUDING AVENUES, COURTS, DRIVES, PLACES AND ALLEYS, HOWEVER, SUCH APPROVAL IN NO WAY OBLIGATES THE CITY OF RIFLE FOR FINANCING OR CONSTRUCTION OF IMPROVEMENTS ON LAND, STREETS OR EASEMENTS DEDICATED TO THE PUBLIC EXCEPT AS SPECIFICALLY AGREED TO BY THE CITY COUNCIL OF THE CITY OF RIFLE, AND SO FURTHER STATE THAT THE SUBDIVISION SHALL BE SUBJECT TO THE PROTECTIVE COVENANTS FILED AND RECORDED FOR THIS SUBDIVISION IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO AS RECEPTION NO._____

EXECUTED THIS _____ DAY OF _____,A.D. 20___.

_____
KMLJ LLC
PO BOX 1926
RIFLE, CO 81650

STATE OF COLORADO)
)SS
COUNTY OF GARFIELD)

THE FOREGOING DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ , A.D. 20___, BY _____.

MY COMMISSION EXPIRES: _____

WITNESS MY HAND AND SEAL

_____
NOTARY PUBLIC

TITLE CERTIFICATE

I, _____, AN AGENT AUTHORIZED BY A TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO ALL LANDS SHOWN UPON THIS PLAT AND THAT TITLE TO SUCH LANDS IS VESTED IN _____ FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES (INCLUDING MORTGAGES, DEEDS OF TRUST, JUDGMENTS, EASEMENTS, CONTRACTS AND AGREEMENTS OF RECORD AFFECTING THE REAL PROPERTY IN THIS PLAT), EXCEPT AS FOLLOWS:

_____
_____
_____

DATED THIS _____ DAY OF _____, A.D. 20___.

TITLE COMPANY: _____

_____
AGENT

PLANNING COMMISSION CERTIFICATE OF APPROVAL

THIS PLAT APPROVED BY CITY OF RIFLE PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, A.D., 20___.

_____
CHAIRMAN

CITY OF RIFLE PLANNING DIRECTOR CERTIFICATE OF APPROVAL

THIS PLAT APPROVED BY RIFLE CITY PLANNING DIRECTOR PURSUANT TO RIFLE MUNICIPAL CODE SECTION 16-5-140-(D) THIS _____ DAY OF _____, A.D., 20___.

_____
PLANNING DIRECTOR

CITY OF RIFLE COUNCIL CERTIFICATE OF APPROVAL AND ACCEPTANCE

THIS PLAT APPROVED BY THE CITY COUNCIL OF THE CITY OF RIFLE, GARFIELD COUNTY, COLORADO THIS _____ DAY OF _____ A.D., 20___, FOR FILING WITH THE CLERK AND RECORDER OF GARFIELD COUNTY, AND FOR CONVEYANCE TO THE CITY OF THE PUBLIC DEDICATIONS SHOWN HEREON; SUBJECT TO THE PROVISIONS THAT APPROVAL IN NO WAY OBLIGATES THE CITY OF RIFLE FOR FINANCING OR CONSTRUCTION OF IMPROVEMENTS ON LAND, STREETS OR EASEMENTS DEDICATED TO THE PUBLIC EXCEPT AS SPECIFICALLY AGREED TO BY THE CITY COUNCIL.

_____
MAYOR

WITNESS MY HAND AND SEAL OF THE CITY OF RIFLE

ATTEST: _____
CITY CLERK

CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO, AT _____ O'CLOCK ____, ON THIS _____ DAY OF _____A.D., 20___, AND IS DULY RECORDED AS RECEPTION NO. _____.

ATTEST: _____
CLERK AND RECORDER

BY: _____
DEPUTY

REVISION	DESCRIPTION

BOOKCLIFF Survey Services, Inc.
136 East 3rd Street
Rifle, Colorado 81650
Ph. (970) 625-1330
Fax (970) 625-3773

VETTER II SUBDIVISION

KMLJ LLC
PO BOX 1926
RIFLE, CO 81650

FILE:	VETTER II
DFT.	TL
CK.	MJL
DATE:	5/5/25
PROJECT NO.	19064
SHEET	1
OF	1

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

MEMORANDUM

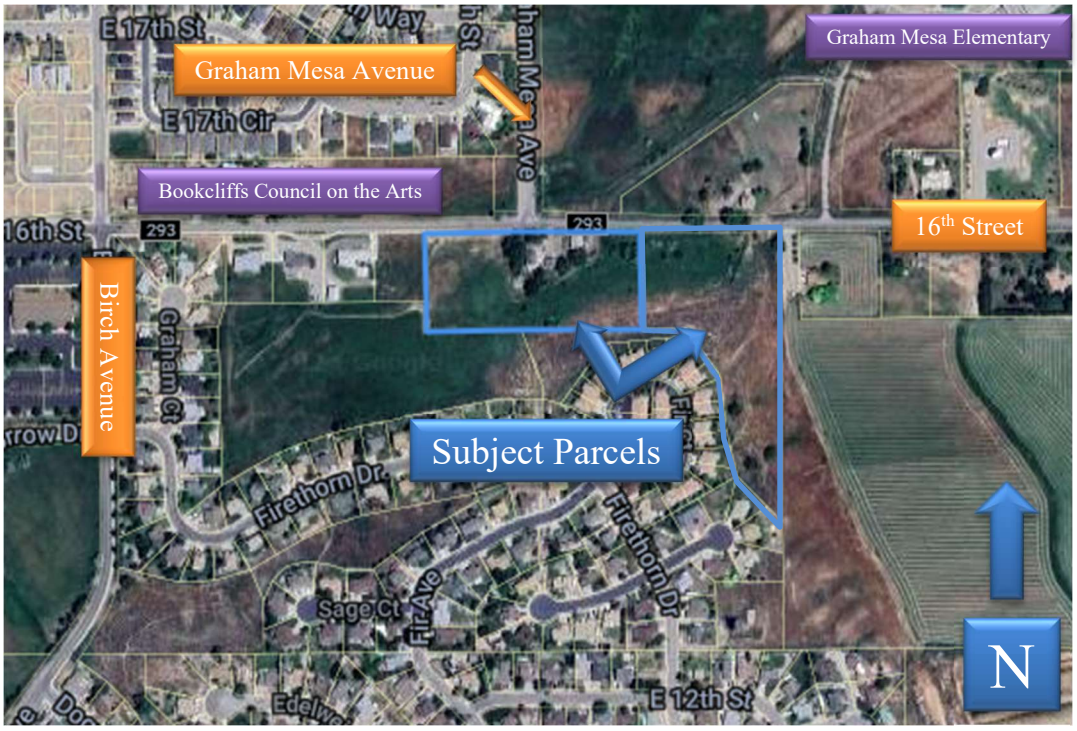
TO:	Rifle City Council
FROM:	Geir H. Sverdrup, Senior Planner
DATE:	December 3, 2025
SUBJECT:	Vetter II Subdivision – Final Plat
ADDRESS:	S of 16th Street & E And W of Graham Mesa Avenue Alignment
CASE #:	Final Plat 2025-026
APPLICANT:	KMLJ LLC/John W. Savage and Sally M. Brands

REQUEST AND SUMMMARY

The applicants request approval of a Final Plat to subdivide two parcels into 6 estate lots. The proposed subdivision is known as Vetter II Subdivision.

VICINITY MAP

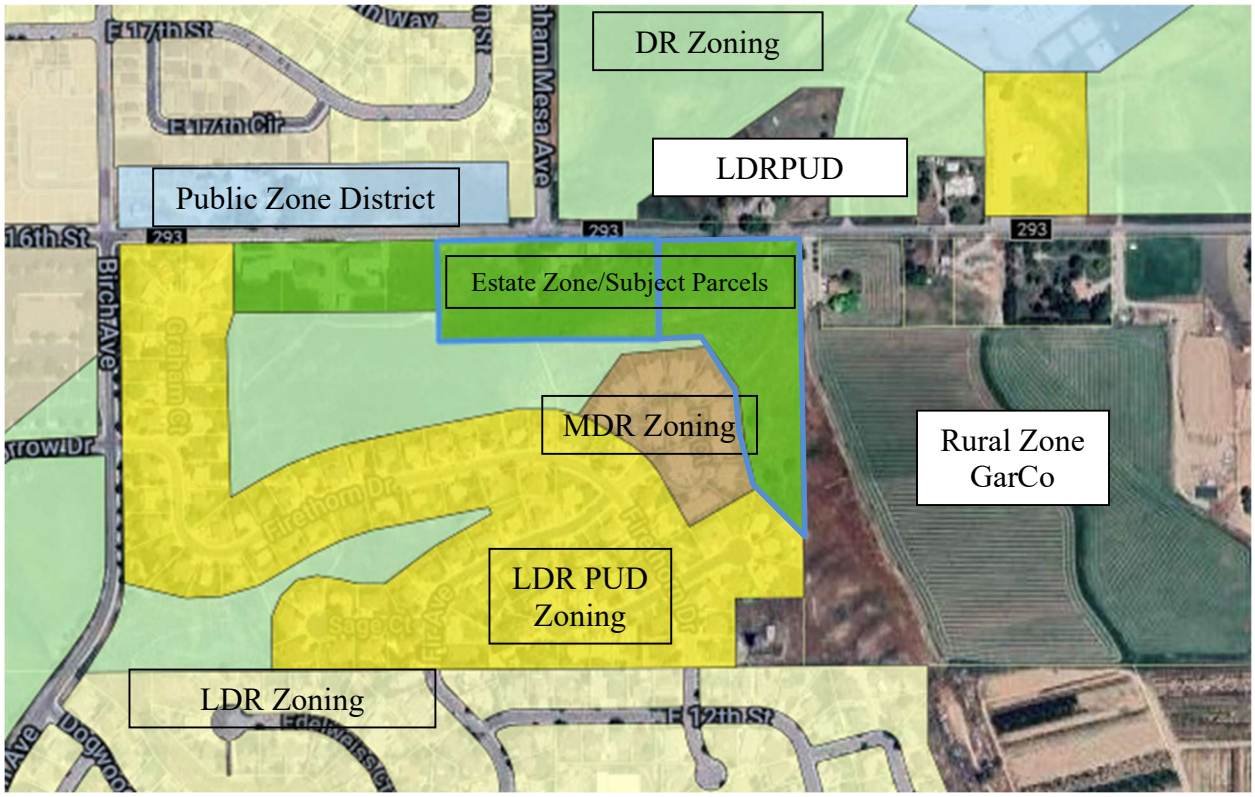
The property is located south of 16th Avenue and east and west of the Graham Mesa Avenue alignment. The property is generally level along 16th Street with increasing slopes to the south adjacent to the Homestead PUD Phase A subdivision, and single-family/duplex residential uses are to the south. To the north are vacant lands within The Farm and Smith LLA subdivisions as well as the property belonging to the Bookcliffs Council on the Arts. The proposed subdivision encompasses two of the remaining large parcels in the area of North Pastures/Promontory Park.



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

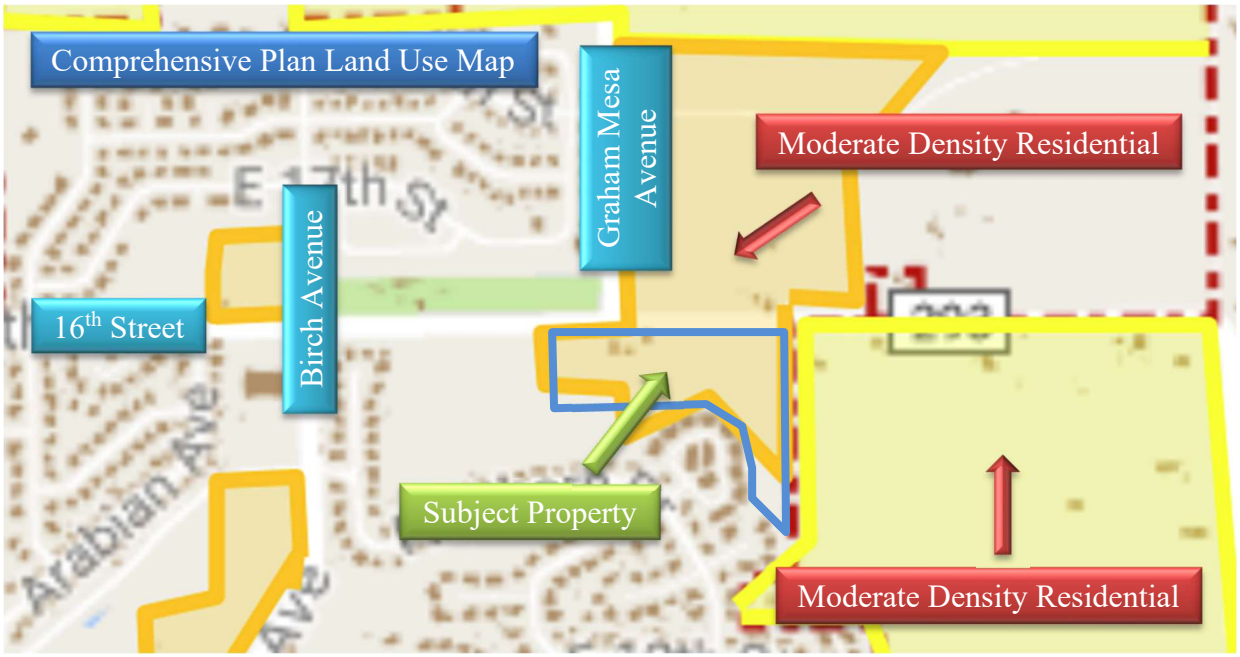
ZONING, LAND USE, AND COMPREHENSIVE PLAN

The property is the remainder of the Homestead PUD Subdivision. The parcels are zoned Estate (EZ) Zone. The properties to the north are zoned Developing Resources (DR) and Low Density Residential (LDR). Properties to the south are zoned Medium Density Residential (MDR), DR and Low Density Residential Planned Unit Development (LDR PUD). Property to the east is zoned Rural in the county.

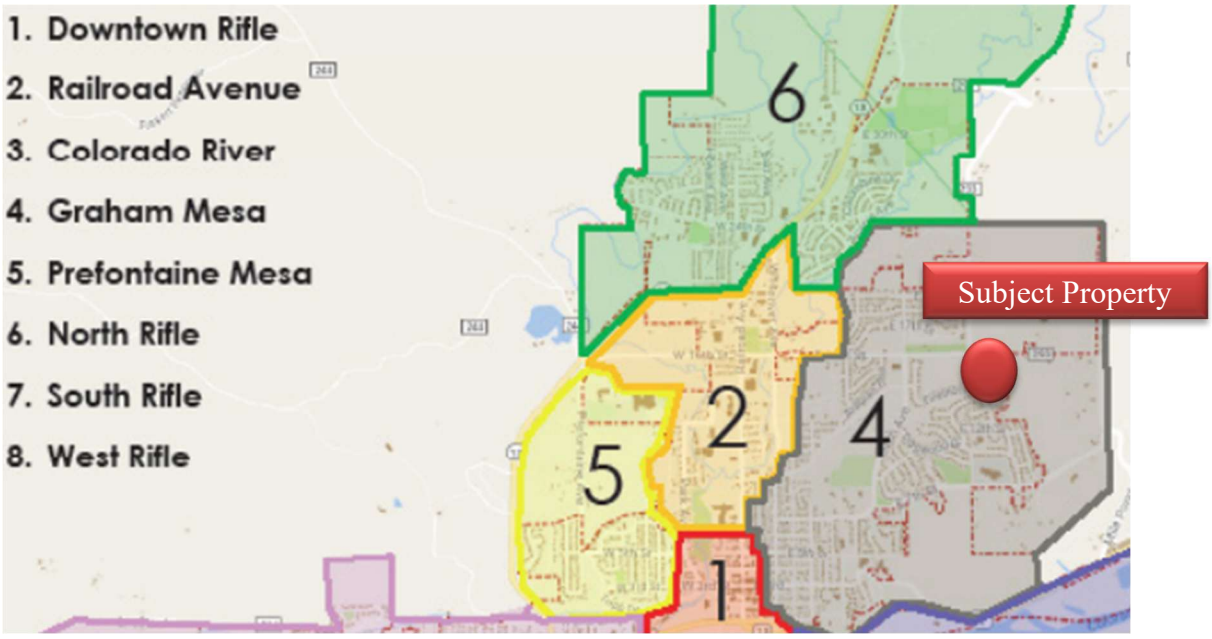


The Comprehensive Plan indicates that these properties are planned for Moderate Density Residential uses. The applicant is proposing 6 single family parcels within the approximately 9.4 acres development for a density of less than one (1) unit per acre. This is lower than the suggested density in the Comprehensive Plan but consistent with the underlying zoning and is compatible with surrounding uses. High density uses may be difficult from a utility and access perspective.

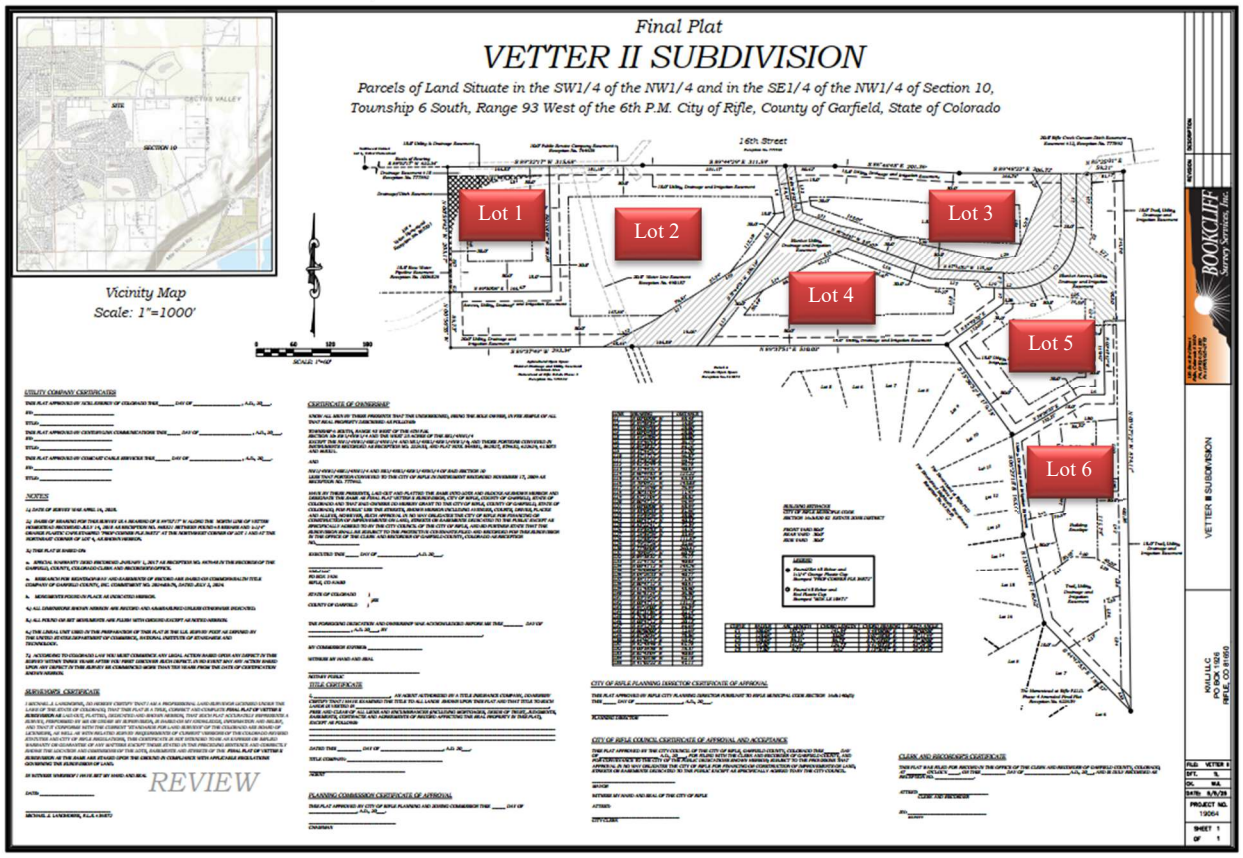
The subject parcels are located in the City of Rifle's Comprehensive Plan Tier 1 Development Area, which means they are suited for immediate development based on location of the property, access to utilities, and existing road infrastructure.



Per the Comprehensive Plan Map, the parcels are located along the southern border of The Farm in the Graham Mesa Neighborhood. While not in a specifically denoted area, Chapter 4.4 of the Comprehensive Plan: Graham Mesa states that the area is expected to see significant new residential development within its Tier 1 areas. Unlike other neighborhoods, Graham Mesa lacks alternate routes to the Gateway and development here may eventually contribute to more congestion on Railroad Avenue. For that reason, more Tier 1 areas are designated "Suburban Residential" rather than "Moderate Residential" on the Future Land Use Map. These considerations, as well as the existing surrounding residences, add to the appropriateness of the proposed parcels.



PROPOSED FINAL PLAT



(Full-scale plan attached)

REFERRAL COMMENTS AND STAFF COMMENTS

The proposed subdivision comprises 6 lots accessed off 16th Street and internal roads. Lot 2 currently has an existing farmhouse built on it with access onto 16th Street. The applicant proposes access onto 16th Street via a private drive currently named Gallo Drive. Lot 1 will access 16th Street and Lot 2 will maintain the existing access. Gallo Drive will provide access for lots 3, 4 & 5. The driveway coming off Gallo Drive will require naming if both lot 5 & 6 utilize this for access.

The proposed subdivision meets minimum lot size requirements in the Estate Zone Residential zone district (1½ acre average lots).

Referral Comments

Staff received comments from the following agencies, any remaining comments will be addressed with construction documents for the Final Plat:

Mountain Cross Engineering

1. No comments were generated

Xcel Energy

- No Objections with the proposal.
- At the time of submittal to Xcel the following will be required and could happen.
  1. Accurate BTU loads for gas service will be required.
  2. If determined by area engineer that reinforcement is needed to Xcel's gas main to support added loads from subdivision, said reinforcement will be at Developers expense.
  3. Reinforcement costs are required to be paid prior to installation.

City of Rifle GIS

- Standard GIS submission requirements for parcels and utilities apply to this project. GIS will assign addresses at final plat approval. Requested GIS information shall be submitted as part of Final Plat.

City of Rifle Engineering

1. All irrigation ditch piping must be approved, signed and dated by the President or other authorized officer of the ditch company, prior to approval by the City Engineer.
2. All sanitary services shall connect to the main/lateral not manholes
3. A hydrant shall be installed at the southern dead end of the waterline for flushing.
4. There is a boulder wall and public improvements that are in the subdivision plans but are being constructed with the Penwell Transmission line. The Engineer's estimate should be updated to reflect this and the reimbursements can then be addressed in the SIA.

Colorado River Fire Rescue

1. Road name shall be approved by Garfield County Communications Center to ensure road name conflict in the county. Gallo Drive shall be an approved road name. The drawings do not show another road name for south fork of designed road to lots. A separate road name shall be installed on the south road from the fork to the end of the road. Second road name shall be approved by Garfield County Communications Center.
2. Drawings show a fire hydrant installed at the end of Gallo Drive. The proposed fire hydrant shall be moved back to the intersection of Gallo and unnamed road. If this is not acceptable then another fire hydrant shall be installed at the end of the unnamed road.
3. Fire access roads longer than 150' shall be provided with approved fire apparatus turnaround. Turnaround shall be installed on both roads at the end of the road as both are longer than 150'.

Staff Comments

The private road Gallo Drive and the driveway are proposed to be 20' in width, which is adequate for 2-way traffic if there is no parking permitted along these drives. Staff recommends that a condition of approval be that the drives are posted "No Parking".

The applicant proposes hammer-head turnarounds at the ends of these drives, CRFR is requesting 150" cul-de-sacs. The applicant shall resolve the emergency access with CRFR prior to recording of the Final plat.

Lot 3 is proposed to take access off of Gallo Drive, 16th Street will eventually become a major arterial serving the area, Staff recommends that a plat note be added restricting Lot 3 from having access to 16th Street.

The natural drainage on the properties is covered by a blanket utility, drainage and irrigation easement.

FINDINGS

Pursuant to Section 16-5-280, the City shall consider the following criteria before approving a project (***staff comments shown in bold italics***):

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

   The proposal is following the process as described in the code. The Subdivision meets all minimum lot size requirements for the Estate Zone district.

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

   The neighborhood is largely residential and the proposal for additional single-family housing is compatible with the surrounding area.

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

   New single-family home lots are desirable in this area.

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

   There are no adverse environmental effects anticipated.

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

   The proposed density is lower than recommended in the Comprehensive Plan, which envisions moderate density residential in this area, however, the proposed density is compatible with existing zoning and surrounding land uses.

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

   Staff would anticipate the development of a vacant area requiring ongoing maintenance with new homes would be an improvement on surrounding property values.

7. Conformance of the proposal with the approval requirements concerning water and sewer tap availability for high-volume use requests pursuant to Section 13-4-120 of this Code, if applicable.

   Not applicable.

PLANNING & ZONING COMMISSION RECOMMENDATION

The P&Z Commission reviewed the Sketch Preliminary Plan at their December 17, 2024 meeting. A member of the public voiced concern in the trail easement connecting with the existing trail easement for Homestead Filing 4. There was also concern for the removal of the existing natural open space, which the residents of Homestead F4 currently enjoy. The Commission voted unanimously to approve the Sketch/Preliminary Plan.

STAFF RECOMMENDATION

Staff recommends that City Council APPROVE Final Plat 2025-026 for Vetter II Subdivision, with the following conditions:

1. All representations made by the Applicant in the application and during the public hearing shall be conditions of approval unless specifically altered by the Planning Commission.

2. The applicant shall resolve referral comments from Colorado River Fire Rescue, and City of Rifle Engineering prior to recording of the Final Plat.

3. Add a Plat Note stating that Lot 3 shall not access 16th Street.

4. Add a Plat Note that “No on-street parking shall be permitted on Gallo Drive or the private driveway. “

5. The applicant shall provide GIS information prior to the final plat being recorded.

THE FARM SUBDIVISION IMPROVEMENT AGREEMENT

The Farm Subdivision Improvement Agreement is proposed for an amendment to allow for a lesser condition of improvement along 16th Street until such time as The Farm or similar development occurs to the North of the subject property. At the time of subdivision of the North property currently known as the Farm, 16th Street will need to be upgraded to meet City standards including curb, gutter, sidewalk.

CITY OF RIFLE, COLORADO
ORDINANCE NO. 15
SERIES OF 2025

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, APPROVING A FINAL SUBDIVISION PLAN AND FINAL SUBDIVISION PLAT FOR VETTER FILING NO. 2 SUBDIVISION.

WHEREAS, Developer is the owner of certain real property located in the City of Rifle, Colorado known as the Vetter Filing No. 2, in the County of Garfield, City of Rifle, Colorado as described in Exhibit A, attached hereto. (hereinafter the "Property"); and

WHEREAS, on December 17, 2024, after a duly-noticed public hearing and pursuant to Rifle Municipal Code §16-5-280, the City of Rifle Planning Commission approved a Sketch/Preliminary Plan for the Property; and

WHEREAS, Developer submitted a request for Final Subdivision Plan and Final Subdivision Plat approval for six single family lots; and

WHEREAS, on December 3, 2025 and January 21, 2026, the Rifle City Council reviewed the Final Subdivision Plan and the Final Subdivision Plat application for the Property and found these documents to be consistent with the approved Sketch/Preliminary Plan, and that all conditions of Sketch/Preliminary Plan approval have been met; and

WHEREAS, the City Council desires to approve the Final Subdivision Plan and Final Subdivision Plat for the Property, subject to all terms and conditions set forth in the Site-Specific Development Plan and Subdivision Improvements Agreement for the Property (the "SIA"), which Final Plan and SIA are available for inspection at the City Clerk's Office during business hours.

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

1. The City Council incorporates the foregoing recitals as findings by the City Council.

2. That certain Final Subdivision Plan and Final Subdivision Plat for Vetter Filing No. 2 Subdivision, proposing six single family lots, are hereby approved subject to all terms and conditions contained herein and in the SIA, which is hereby approved.

3. The Mayor of the City is hereby authorized to indicate the City Council's approval of the Final Subdivision Plan and Final Subdivision Plat for the Property and the SIA by signing the SIA and Final Plat. A true and correct copy of the SIA and Final Plat for the Property 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.

4. Developer shall comply with all of Developer's representations made in any

applications and in statements during the Public Hearings before the Planning Commission and City Council which shall be conditions of approval with which the Developer shall comply. The Developer shall also comply in full with the Rifle Municipal Code and the Public Works Manual requirements.

5. The City Clerk is hereby directed to file one (1) copy of the Final Plat of Rifle Vetter Filing No. 2 Subdivision, the original of this Ordinance, and the SIA in the Office of the City Clerk.

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

7. The City Council's approval of this Final Subdivision Plan and the Final Subdivision Plat for the Property 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 Ordinance. 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.

INTRODUCED on December 3, 2025, 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 January 21, 2026, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this _____ of _____, 2026.

CITY OF RIFLE, COLORADO

BY: _____
Mayor

ATTEST:

_____
City Clerk

Agenda Item #5.f.

Agenda Item Name:
Consider Letter of Support for Colorado River Valley Chamber of Commerce Grant Application to Support a Regional Visitor Center

Presenter:
Patrick Waller, City Manager

Item Description:
Consent Agenda Item

Recommended Action:
Move to approve Letter of Support for Colorado River Valley Chamber of Commercie

Fiscal Impact:
No impact for a letter of support

Operational Impact:
None

Prior Board Motions:
Council previously discussed the idea of a visitor center in a workshop and was generally supportive.

Background Information:
N/A

Executive Summary:
See attached project overview information provided by the Chamber

Notification Requirements:
No additional notice required

Prepared By:
Patrick Waller, City Manager

Attachments:
1. City of Rifle - Letter of Support
2. CRV Visitor Project Overview

January 21, 2026

Colorado Tourism Office
Attn: Tourism Management Grant Review Committee

Dear Grant Review Committee,

On behalf of the City of Rifle, I am pleased to offer our support for the Colorado River Valley Chamber of Commerce's application to the Colorado Tourism Office's FY26 Tourism Management Grant.

The Chamber is seeking funding to support strategic planning for the development of a regional visitor center that will serve the communities of Silt, Rifle, Parachute, and Battlement Mesa. The region currently lacks a coordinated, data-informed approach to visitor services, making it difficult to understand who is visiting, what information they need, and how visitation impacts our communities. This project will help establish a clear framework for delivering consistent, accessible visitor information while laying the groundwork for future data collection and analysis.

This planning effort focuses on foundational capacity-building, including the development of a multi-year strategic plan and tools to better understand visitor behavior, needs, and impacts. These efforts are essential to ensuring that tourism-related decisions are informed, proactive, and aligned with community priorities.

From our municipality's perspective, this project represents an important step toward a more coordinated regional approach to visitor services. A thoughtfully planned regional visitor center will support local businesses, improve access to accurate and timely information, and help ensure that future tourism efforts benefit communities across the Colorado River Valley.

We value the Chamber's role as a regional convener and appreciate its commitment to collaboration with local governments and community partners. We believe this project will strengthen the region's ability to plan responsibly and support long-term economic vitality.

Thank you for your consideration of this application.

Sincerely,

Clint Hostettler
Mayor

Colorado River Valley Regional Visitor Center Project

Project Overview

The Colorado River Valley Chamber of Commerce is advancing a regional visitor center initiative to provide coordination and stewardship of visitor information and tourism narrative across Battlement Mesa, Parachute, Rifle, and Silt.

This project is not intended to increase tourism volume or promote mass visitation. Instead, it addresses a structural gap: outside of the Parachute Visitor Center, there is no single organization responsible for managing visitor information, shared messaging, or regional coordination.

Individually, no one community functions as a primary tourism draw. Collectively, however, the region offers a more complete and understandable experience when information is presented together, underscoring the need for coordination rather than growth-focused promotion.

Identified Need

- Visitor information is fragmented and inconsistent across communities
- Regional stories are often shaped by outside sources
- There is no shared framework for visitor data, reporting, or long-term planning
- Residents lack a clear view of what exists across neighboring communities

Project Intent

The visitor center initiative is intended to:

- Provide a central access point for accurate visitor information
- Connect visitors back to individual municipalities and local assets
- Establish a cohesive regional context while preserving local identity
- Designate a responsible entity to manage and update visitor messaging
- Increase local awareness to support informed referrals and engagement

Grant Being Pursued

The project is being submitted under the CTO Tourism Management Grant.

The grant focus is on:

- Strategic planning for regional visitor services
- Data collection and reporting frameworks
- Foundational tools to guide future decision-making

Role of Regional Partners

Letters of support demonstrate regional alignment and are a recommended component of the grant application.

A letter of support:

- Does not commit funding
- Does not create operational responsibility
- Confirms conceptual support for the project's intent

Summary

This initiative is about clarity, coordination, and stewardship, creating a responsible framework for visitor information and regional storytelling that reflects how the Colorado River Valley is experienced.

Agenda Item #7.a.

Agenda Item Name:
Consider Appeal Request for the Two Creeks Sketch Plan, Arnold Annexation Agreement Amendment, and Rezoning

Presenter:
Zach Higgins, Planning Director

Item Description:
The applicant has requested an amendment the Arnold Annexation Agreement to align with the current development proposal of 202 units on the Two Creeks property as well as a corresponding Sketch Plan. The applicant received a 4-3 vote of denial of the Sketch Plan at the regularly scheduled December 09, 2025 Planning Commission Meeting. The applicant has appealed that denial to the City Council for review and followed all municipal code guidance in that process.

Recommended Action:
Council will need to make two motions on this item:

1. Move to approve Two Creeks Sketch Plan appeal of Planning Commission decision and approve amendment to the Arnold Annexation Agreement as presented.

2. Move to approve rezoning the Arnold Subdivision, now known as the Two Creeks Subdivision, from LDR/PUD and MDR/PUD to Medium Density Residential (MDR) - Ordinance No.1 Series of 2026 on first reading as presented and order it to be published as required by Charter.

Fiscal Impact:
No fiscal impact to the City at this time. Per the annexation agreement, the developer would cover the cost of infrastructure for their own project, including adjacent improvements such as extension of Acacia Avenue to connect to Whiteriver Ave.

Operational Impact:
None at this time.

Prior Board Motions:
Rifle Planning and Zoning Commission denied the Two Creeks Sketch Plan and recommended denial of the rezone to MDR at their regularly scheduled December 09, 2025 meeting.

Background Information:
See Staff Report.

Executive Summary:
See Staff Report.

Notification Requirements:
Notice requirements and verified by Staff.

Prepared By:
Zach Higgins, Planning Director

Attachments:
1. ~~$ARNOLD ANNEXATION AGREEMENT_2003 - 2
2. 20260121 - Restated Arnold Annexation Agreement
3. Two_Creeks_City_Council_Staff_Report_01_21_2026

618806 01/16/2003 01:48P B1427 P789 M ALSDORF
1 of 18 R 91.00 D 0.00 GARFIELD COUNTY CO

ARNOLD ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into this 13 day of September 2002 by and between the CITY OF RIFLE, COLORADO, a Colorado home-rule municipality (hereinafter "City"), and JAMES C. ARNOLD AND JO ELLEN ARNOLD (hereinafter collectively "Owner").

W I T N E S S E T H:

WHEREAS, on May 30, 2000, the Owner filed an Annexation Petition with the Rifle City Clerk requesting that the Rifle City Council commence proceedings to annex to the City certain unincorporated tracts of land located in the County of Garfield, State of Colorado, known as the Arnold Annexation, and described on Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, by Ordinance No. 25, Series of 2000, the City of Rifle annexed a parcel of land owned by the Owner and described on Exhibit B attached hereto and incorporated herein by this reference, which parcel was subsequently zoned MDR by Ordinance No. 35, Series of 2000 (hereinafter the "Remainder Parcel"); and

WHEREAS, the Owner and the City entered into a Land Purchase Agreement dated August 31, 1999 regarding the Remainder Parcel that in Paragraph 4 sets forth fees to be paid at the time of the issuance of a building permit for the Remainder Parcel; and

WHEREAS, because the Owner intends to develop the Remainder Parcel in conjunction with the Arnold Annexation, the City and Owner desire to waive the fees required by Paragraph 4 of the Land Purchase Agreement and subject the Remainder Parcel to the terms and conditions of this Annexation Agreement (hereinafter "Agreement"); and

WHEREAS, both properties described on Exhibit A and Exhibit B shall hereinafter be collectively referred to as the "Property"; and

WHEREAS, the Owner has requested water and sewer service from the City; and

WHEREAS, the City is willing to extend water and sewer service to the Property only pursuant to the terms and conditions of this Agreement; and

WHEREAS, the City and Owner desire to enter into this Agreement to set forth their agreements concerning the terms and conditions of the annexation of the Property to the City and the zoning of the Property.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Owner agree as follows:

Conforming Copy

1. Purpose. The purpose of this document as an Annexation Agreement is to set forth the terms and conditions of the annexation of the Property. Moreover, the parties agree and acknowledge that it is their intent that this Agreement shall be enforceable as an annexation agreement, and that the Owner waives any objection to the enforcement of this document as a contractual obligation consistent with annexation agreements. Thus, this Agreement is intended to provide a contractual relationship between the City and the Owner to ensure compliance with all requirements contained herein, including, but not limited to restrictions upon the zoning of the Property stated herein and referenced in City of Rifle Ordinance No. 6, Series of 2001. All conditions herein are in addition to any and all requirements of the City of Rifle Municipal Code (hereinafter "City Code") and any and all state statutes.

2. Binding Effect.

a. This Agreement shall be binding upon and inure to the benefit of the City, the Owner and any party succeeding to any interest of the Owner in and to any parcel for which Final Planned Unit Development Plan ("PUD") and Final Subdivision Plat (hereinafter collectively referred to as the "Final Subdivision Plat") approval for development has not occurred. The obligations (specifically including, but not limited to, the payment of fees and compliance with any zoning requirements and covenant obligations as may be referenced herein) that run with the land following Final Subdivision Plat approval shall be limited to those set forth herein, or on any Final Subdivision Plat, PUD development plan or plat, or in any other development approval document, and any exhibits or attachments thereto.

b. This Agreement and any other agreement(s) between the City and the Owner may be enforced, amended, modified, removed or released only by the City, the Owner and any party succeeding to any interest of the Owner in and to any part of the Property which has not been granted Final Subdivision Plat approval.

3. Sketch Plan Approval/Development Proposal. The parties agree and acknowledge that the Rifle Planning Commission on June 27, 2000 approved a Sketch Plan for the Arnold Subdivision. A copy of the approved Sketch Plan is attached hereto as Exhibit C and incorporated herein by reference (hereinafter "Sketch Plan"). The Owner has proposed development for the Property that consists of subdividing the property into twenty-two (22) single family lots and forty (40) multi-family units. The parties further agree and acknowledge that, during the Preliminary Plat process, additional refinements and/or modifications may be proposed by the Owner or imposed by the City.

The Owner intends to develop the Arnold Annexation described in Exhibit A in five (5) Filings and the Remainder Parcel described on Exhibit B with one (1) four-plex. The development of the Property shall be limited to the following maximum densities, as generally

depicted on Exhibit C:

Remainder Parcel	One (1) four-plex
Filings 1, 2 and 4	Sixteen (16) single family dwellings
Filing 3	Six (6) single family dwellings
Filing 5	Thirty-six (36) townhome units

The Owner may develop the four-plex on the Remainder Parcel upon the City Planning Commission's review and approval of a Site Plan, which may occur prior to finalization or recordation of any Filings for the Property. The City's approval of the Site Plan for the four-plex shall trigger the requirement of the payment of any fees for the four-plex otherwise due at Final Plat pursuant to this Agreement for the four-plex.

As for the development of Filings 1 through 5 for the Property, the Owner shall submit the Preliminary Plans for all five (5) Filings for the City's review and approval. The Owner intends to request that City approve the Preliminary Plan for a duration of five (5) years pursuant to Rifle Municipal Code §17.05.370(B)(2). Thereafter, the Final Plat for Filing 1, which Owner shall record first, shall dedicate the Open Space generally depicted on the Sketch Plan to the City and indicate the remaining Filings 2 through 5 as lots. The Owner shall record the Final Plat for and develop Filing 2 second, and Filings 3, 4 and 5 may be developed in any order, subject to the terms and conditions of this Agreement. Because the Owner intends to develop townhomes in Filing 5, which would entail the submission of a Site Plan to the City and the recordation of a Final Subdivision Plat upon the completion of construction of the Townhomes, the City's approval of the Site Plan for Filing 5 shall trigger the requirement of the payment of any fees for Filing 5 otherwise due at Final Plat pursuant to this Agreement for Filing 5.

4. Fees For the Proposed Development of the Property. Based upon the approved Sketch Plan, the Owner agrees to pay to the City the fees in the amounts and times set forth below (in the event the Final PUD Development Plan and Final Subdivision Plan contain a different number of lots, the amounts set forth below shall be changed accordingly):

a. Processing Fees. All fees and costs hereto incurred by the City, including but not limited to engineering, surveying, and legal services rendered in connection with the review, preparation, negotiation, resolution, and finalization of any annexation, zoning, and PUD or subdivision review of the Property by the City, including recording fees, costs of legal publication, and any and all other out-of-pocket costs incurred by the City shall be paid by the Owner. 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 Rights Dedication Fees. Owner shall pay the cash in lieu of the water rights dedication fees as required under RMC Section 10.20.000, *et. seq.* For this purpose, at the time of Final Plat approval of each Filing, the Owner shall pay the fee then in effect (currently $200 per EQR) for each lot or unit for which potable water service is provided by the City for the first time. Cash-in-lieu water rights dedication fees shall not be due for the proposed lot upon which existing structures are located.

c. Parkland Dedication Fees.

i. General. As a condition of annexation of the Property, the Owner agrees to pay the City parkland dedication fees in the amounts and at the times and under the terms specified by Resolution No. 25, Series of 1995 and Resolution No. 6, Series 2000 of the City of Rifle, which doubles the Parkland Dedication fees proscribed in the Code. For this purpose, the Owner shall pay 100% of the parkland dedication fees in effect at the time of Final Plat approval of each Filing; provided, however, the Owner shall receive a credit in an amount equal to the actual cost of the construction of the gravel trail along Rifle Creek as generally depicted on the Sketch Plan. If the trail is not constructed by the Owner's application for Site Plan or Final Plat approval for Filing 5, the cost of the construction of the trail shall be estimated and the credit provided to Owner until such credit is exhausted. Further, at the time of building permit application, the building permit applicant shall pay 100% of the Parkland Dedication fee then in effect.

ii. Payment of such fees by the Owner and building permit applicants shall constitute complete satisfaction of the City's parkland dedication requirements for the Property; provided, however, that in the event of a re-subdivision, re-platting or other change in use of the Property, additional parkland dedication requirements may be due pursuant to Rifle Municipal Code, Sections 17.01.155 and 17.04.210 then in effect.

d. Offsite Street Impact Fees. As a condition of annexation of the Property to the City, the Owner agrees and acknowledges that offsite street impact fees are due for the development of the Property pursuant to Resolution No. 25, Series of 1995 and Resolution No. 6, Series of 2000. The Owner shall partially satisfy the offsite street impact fee requirement for the Property with the construction of Acacia Avenue pursuant to Paragraph 5 below. In addition to the construction of Acacia Avenue, and to completely satisfy the offsite street impact fees requirement for the Property, the building permit applicant of each lot or unit shall pay one-sixth (1/6) of the amount of the offsite street impact fee then in

effect at the issuance of each building permit. The construction of Acacia Avenue and the payment of such fees by the building permit applicant shall constitute complete satisfaction of the City's offsite street impact fees dedication requirements for the Property; provided, however, that 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 Resolution No. 25, Series of 1995 and Resolution No. 6, Series 2000.

e. Whiteriver Avenue Improvements Fee. The Owner agrees that the improvement of one-half (½) of Whiteriver Avenue to collector street standards adjacent to the Property is part of the required on-site street improvements to the Property. Prior to the recordation of the Final Plat for Filing 5, and in lieu of constructing this on-site street improvement, the Owner shall provide to the City funds in the amount of the estimated cost of improving one-half (½) of Whiteriver Avenue adjacent to the Property to collector street standards (without a sidewalk- see subparagraph (f) below) pursuant to the City of Rifle Public Works Manual then in effect. The costs of improving one-half (½) of Whiteriver Avenue to collector street standards to determine the amount to be paid shall be estimated at the time of payment. The Owner's obligation to make this payment shall not be waived if Whiteriver Avenue is constructed to collector street standards prior to the recordation of the Final Plat for Filing 5. However, if Whiteriver Avenue has already been constructed to collector street standards by a party other than the Owner prior to the recordation of the Final Plat for Filing 5, the amount to be paid by the Owner shall be the actual cost for the construction of one-half (½) of Whiteriver Avenue to collector street standards (without a sidewalk).

f. Government Trail Grant Match. As a condition of annexation, the Owner agrees to provide a grant match, not to exceed twenty percent (20%) of a grant that the City shall apply for and obtain, to construct a paved trail ten feet (10') in width along Government Creek as generally depicted on the Sketch Plan. The Owner's payment of the grant match shall alleviate the need for payment of the construction of a sidewalk along Whiteriver Avenue set forth above. The Owner shall provide the payment of the grant match to the City within thirty (30) days of the City's written notification that payment is due for the purposes of obtaining the grant, regardless of the status of the platting of the Property. If a recreation or park development fee is hereafter enacted by the City to which the Property is subject, the Owner shall receive a credit in the amount of the grant match towards such fee. In the event the Final Plat for Filing 1 has not been recorded, which Plat will dedicate to the City the Open Space through which the trail will be constructed, the Owner shall grant an easement to the City for the trail. The City shall have all maintenance obligations for the Government Creek trail upon completion.

g. Fees as a Condition of Annexation. Any fees that may be required by this

Agreement and the Code to be paid by the Owner shall continue to be an obligation of Owner, and subsequent lot owners, even if the Code provisions are declared to be invalid. Payment of such fees pursuant to this Agreement is agreed to by and between the parties as a condition of annexation and, as such, Owner agrees that all such fees, whether in effect in the City by ordinance or not (if repealed or not in effect, the last fee in effect shall apply and be paid), shall be imposed on them and as a condition of any development review. Owner further agrees not to contest the validity of such fees or any ordinance imposing such fees as they pertain to the Property. This obligation to pay such fees shall be a covenant running with the land and shall bind Owner and any party succeeding to any interest of the Owner in and to any part of the Property which has not been granted Final Subdivision Plat approval, and to any future lot owners, both as provided for in Paragraph 2 above.

h. Credit pursuant to Land Purchase Agreement. The parties hereto acknowledge that the Owner has a credit with the City of not more than twenty thousand dollars ($20,000.00) pursuant to the Land Purchase Agreement, which credit may be used by the Owner towards any fees due to the City until such credit is exhausted.

5. Rights of Way and Road Improvements. The following specific provisions address rights of ways related to the property:

a. Public Right-of-Way Dedications. Except as provided in Subparagraph (f) below and Ordinance No. 6, Series of 2001, all public and private roads and rights-of-way as reflected on the Sketch Plan, shall be dedicated by the Owner to the City or the Arnold Subdivision Homeowner's Association, as appropriate, concurrent with the filing of the Final Plat for each Filing of the Arnold Subdivision.

b. Operation, Maintenance, Repair, and Replacement of the Public Rights-of-Way. Following acceptance by the City of all dedication and acceptance of the public improvements to the road rights-of-way dedicated to the City, the City shall be responsible for the operation, maintenance, repair and replacement of said rights-of-way, except as expressly set forth herein or as provided by the Rifle Municipal Code and subject to any warranty requirements set forth in any subdivision improvements agreements.

c. Acacia Avenue Improvements. As part of the public improvements for Filing 2 of the Property, Acacia Avenue shall be constructed from its present terminus to the point of connection with Whiteriver Avenue, including the completion of the bridge across Government Creek. Acacia Avenue shall be constructed thirty-six feet (36') in width, with no sidewalk on the South side and a five foot (5') sidewalk on the North side terminating at a logical and safe point at the west end of the proposed four-plex on the Remainder Parcel. The Owner acknowledges that the City already has preliminary construction drawings prepared for the

bridge crossing Government Creek which may be utilized by the Owner; however, any necessary modifications of those drawings shall be the sole responsibility of the Owner and shall be provided to the City for review and approval as part of the Preliminary Plat process.

d. Whiteriver Avenue Right-of-Way Dedication. Whiteriver Avenue is a prescriptive right-of-way, part of which is located on the Property. In addition, the improvement of Whiteriver Avenue to collector street standards will necessitate the dedication of additional right-of-way to the City over the Property. The Owner shall dedicate that portion of Whiteriver Avenue necessary to construct Whiteriver Avenue to collector street standards upon the request of the City or on the Final Plat for Filing 1, whichever occurs first; provided, however, the dedication of right-of-way for Whiteriver Avenue will not adversely affect the Owner's open space dedication calculation.

e. Annexation of Whiteriver Avenue. The Owner shall include that portion of Whiteriver Avenue adjacent to the Property on the Annexation Plat for the Property so that portion of Whiteriver Avenue is annexed into the City along with the Property.

f. Emergency Ingress/Egress Easement for Filing 4.

i. On the Final Plat for Filing 5, the Owner shall dedicate an emergency ingress/egress easement twenty feet (20') wide from Filing 4 and looping through Filing 5 to the public street and pave it twenty feet (20') in width as part of the public improvements for Filing 5.

ii. If the Owner develops Filing 4 before Filing 5, prior to the issuance of any building permits in Filing 4, the Owner shall grant to the City an emergency ingress/egress easement twenty feet (20') wide from Filing 4 and looping through Filing 5 to the public street. The easement shall be improved with an all weather surface twenty feet (20') in width as part of the pubic improvements for Filing 4. The townhome Site Plan and Final Plat for Filing 5 may relocate this easement; provided, however, the Owner shall comply with Subsection (5)(f)(i) above.

6. Open Space and Trails. The Owner shall dedicate the open space along Government Creek and Rifle Creek as generally depicted on the Sketch Plan on the Final Plat for Filing 1. Except as set forth in Paragraph 4(f), the Owner or the Homeowners' Association for the Property shall maintain the open space for a period of five (5) years from the recordation of the Final Plat for Filing 1. Creek bank stabilization shall be the perpetual responsibility of abutting lot owners. The Owner shall develop the Rifle Creek trail as generally depicted on the Sketch Plan to a width of five feet (5') as part of the public improvements of Filing 3, unless the Owner chooses to develop it in an earlier Filing. The Rifle Creek trail shall consist of six inches

(6") of Class 6 Base Course with a weed control barrier underlay.

7. General Conditions for Entire Property.

a. Subdivision Improvements Agreement. Owner agrees to enter into a Subdivision Improvements Agreement as a condition of any Final Plat approval for the Property in the forms then in use by the City and as approved by the City Attorney.

b. Solid Waste Collection. At the time of Preliminary Plat, the Owner shall determine whether to use City or private solid waste collecting services pursuant to Rifle Municipal Code §6.04.140. If not undertaken by the City, refuse collection for the Property shall be the responsibility of the Homeowners Association. Except as set forth herein, all provisions of the Rifle Municipal Code shall apply. The City shall not be required to enter upon private streets for the purpose of solid waste collection.

c. Landscaping. The Owner's landscaping concept shall be reviewed and approved by the City at the time of Preliminary Plat approval, which landscaping concept shall be considered a public improvement governed by the provisions of the pertinent subdivision improvements agreement and requiring an appropriate letter of credit or other security acceptable to the City. Along with the landscaping concept, the Owner shall submit a list of all plant materials already in place on the Property as well as all plant materials the Owner intends to plant within the Property.

d. Noxious Weed Control/Maintenance. The Owner agrees and acknowledges that it shall, pending and during development of the Property, control the growth of noxious weeds on all parcels within the Property as required by the Rifle Municipal Code and maintain the Property.

e. Covenants and Restrictions. The Owner agrees to provide a draft Declaration of Covenants and Restrictions for the Property at the time of the Preliminary Plat submittal for review and approval by the City. Said covenants, the content of which shall also appear as notes on the Final Plat, shall be consistent with the terms and conditions of this Agreement. The exact language of the covenants and plat notes shall be reviewed and approved by City at the time of Final Plat approval and shall include, but not be limited to, provisions concerning:

i. a restriction on the use of treated water from the City system for lawn and garden irrigation of no more than 2500 square feet per lot. Any and all other lawn and garden irrigation exceeding 2500 square feet must comply with the additional water system improvement fees payment requirements pursuant to the Rifle Municipal Code;

ii. obligations concerning refuse collection, noxious weed control, fencing and landscaping maintenance, repair and replacement;

iii. the requirement that subsequent lot owners must be provided with notice at the time of closing on any purchase of any lot within the Property concerning the payment of fees.

iv. obligations concerning the operation, snow plowing, maintenance, repair and replacement of the internal private road(s), which may be worded as follows:

Those lot owners within Filings 3, 4 and 5 are hereby advised that the streets accessing their lots are private streets and are operated, snow plowed, maintained, repaired and replaced by the Arnold Subdivision Homeowner's Association. The City has no obligation to operate, snow plow, maintain, repair or replace these private streets, which shall be the sole responsibility of the Homeowner's Association.

v. In order to ensure adequate emergency access and to ensure the prompt response of emergency services, appropriate signage identifying the street name and number of each individual residence shall be required.

f. Rifle Metropolitan Park District. Within ten days of the execution of this Agreement, the Owner agrees to file a petition for annexation to the Rifle Metropolitan Park District pursuant to Section 17.02.230 of the Rifle Municipal Code and hereby consents to the annexation of the Property into said District.

8. Zoning. Owner consents to LDR/PUD and MDR/PUD Zoning for the Property set forth in Ordinance No. 6, Series of 2001.

9. Breach by Owner; City Remedies. In the event of a breach of any of the terms and conditions of this Agreement by Owner, the City may take any action necessary or appropriate, including:

a. The refusal to issue any building permit or Certificate of Occupancy to the Owner; provided, however, that this remedy shall not be available to the City until after the affidavit described in subparagraph b., below, has been recorded; provided further this remedy shall not be available against a bona fide third party.

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 Owner. 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 a second affidavit stating that the default has been cured and nullifying the previous affidavit. Upon the recording of such an affidavit, no further parcels or portions thereof may be sold 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 any security given for completion of the public improvements be paid or honored;

d. The refusal to allow further development review for the Property; or

e. Any other remedy available in equity or at law.

Unless necessary to protect the immediate health, safety, and welfare of the City, the City shall provide Owner ten (10) days' written notice of its intent to take any action under this paragraph, during which 10-day period Owner may cure the breach described in said notice and prevent further action by the City. Furthermore, unless and until an affidavit as described in subparagraph b., above, has been recorded with the Garfield County Clerk and Recorder, any person dealing with Owner shall be entitled to assume that no default by Owner has occurred hereunder.

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

11. 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.

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

13. 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 Code and ordinances and the laws of the State of Colorado, and that Owner, when dealing with the City, acts at its own risk as to any representation or undertaking by the City or its officers or agents, or their designees, which is subsequently held unlawful by a court of law, which is in accordance with the laws of the State of Colorado; provided, however, that this paragraph shall not be construed to limit the rights and remedies of the parties otherwise provided by law, including under equitable doctrines of estoppel and the like.

14. Indemnity.

a. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the City and the City's agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, provided that such claim, damage, loss, or expense arises out of or from the following circumstances: any and all claims which may arise as a result of approving the annexation, any approval given during development review of the Property or, except to the extent of any actual negligence on the part of the City, its agents, and employees, in connection with any road enlargement, extension, realignment, improvement, or maintenance, or approval thereof, or any operation, maintenance, repair or replacement of the raw water irrigation and sprinkler system within the Property, or any other item contained in this Agreement.

b. The Owner shall reimburse the City at the City's direction for all legal fees, expenses, and costs incurred in any action brought against the City as a result of the City's approval of this annexation, and shall reimburse the City for all costs, including attorneys' fees and costs associated with any referendum election, the review of petition for referendum, protest, or any other challenge procedures to the annexation and zoning. However, nothing herein shall obligate or compel the City to take any position, stand, or proceed with any action or referendum position other than as the City Council, in its sole discretion, decides.

15. Voluntary Agreement. Owner agrees to comply with all of the terms and conditions of this Annexation Agreement on a voluntary and contractual basis, as a condition of annexation to the City. Owner agrees that the payment of all fees required under this Agreement is a condition of annexation and, therefore all such fees, whether in effect in the City by ordinance or not (if repealed or not in effect, the last fee in effect shall apply and be paid), shall be imposed on Owner as a condition of any development review. The obligation to pay such fees shall be a covenant running with the land and shall bind all successors in interest of Owner in and to any part of the Property which has not been granted Final Subdivision Plat approval.

16. Election. Owner agrees that it is voluntarily entering into this Agreement. Owner represents and submits that, to the extent an election would be required pursuant to C.R.S. §31-12-112, as amended, to approve the annexation or impose terms and conditions upon the Property to be annexed, Owner owns 100 percent of the Property to be annexed, and would vote to approve the annexation and all terms and conditions as set forth herein. Thus, any election would necessarily result in a majority of the electors' approval to the annexation and the terms and conditions.

17. Developer Representations. All representations of the Owner, either oral or as set forth in the annexation, zoning, and the Sketch Plan applications, as amended, and all documents subsequently submitted with reference thereto, shall be considered incorporated into

this Annexation Agreement as if set forth in full herein. The City will, upon request from interested parties, including prospective purchases of all or any portion of the Property, or lenders to be granted a security interest in all or any portion of the Property, and within a reasonable period of time (not exceeding ten (10) business days) following receipt of each such request, issue appropriate written certification as to the compliance, or lack thereof, with any of the provisions hereof, including any such written representations and documents.

18. Attorney Fees; Survival. Should this Agreement become the subject of litigation between the City and Owner, the prevailing party shall be entitled to attorneys' fees and costs of suit actually incurred, including expert witness fees.

19. 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 the City:	City of Rifle P.O. Box 1908 Rifle, CO 81650
With copy to:	Leavenworth & Tester, P.C. P. O. Drawer 2030 Glenwood Springs, CO 81602
Notice to Owner:	James and Jo Arnold 1820 Whiteriver Ave. Rifle, CO 81650

20. Title Policy. Whenever there appears a requirement to dedicate land to the City, Owner shall provide a title policy which shall indicate that the Property is free and clear of all encumbrances whatsoever which would impair the use of the Property as proposed in this Agreement or in any further document. Further, said title policy shall show that the Property to be dedicated to the City is free and clear of all encumbrances which would make said dedications unacceptable to the City as the City, in its sole discretion, determines. Should such title policy reflect encumbrances which may impair the use of the Property as proposed or which would make the public dedications unacceptable, the City shall notify Owner, who shall have sixty (60) days to cure or otherwise remove said encumbrances to the satisfaction of the City Attorney. If said encumbrances are not cured or removed, the City may take whatever action or seek whatever remedies it deems advisable, including without limitation disconnection from the City or withholding of any development review approval.

21. Terms and Conditions as Consideration for Annexation. The Owner

acknowledges that the City is under no obligation to annex any property into the City of Rifle city limits, and thus the City of Rifle's decision to annex the Owner's property is at the City's sole discretion. In consideration for the City's agreement to annex, the Owner agrees to be bound by all of the terms and conditions of such annexation contained herein, and further acknowledges that such conditions are a necessary condition of the City's decision to annex the property into the City of Rifle municipal limits. The Owner further agrees and acknowledges that its decision to proceed with annexation is a voluntary act of the Owner and that the Owner has the sole and absolute discretion to withdraw its petition for annexation in lieu of such voluntary act.

22. Contractual Extension of Municipal Services. All parties hereto agree and acknowledge that the City of Rifle is not obligated to sell or furnish any water, sewer or trash services outside of its municipal limits to the Owner and thus, in agreeing to provide such services, the City of Rifle is acting in a proprietary capacity and the relationship entered into between the City of Rifle and the Owner and the terms and conditions of this Agreement are purely contractual in nature.

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
Deputy

CITY OF RIFLE GARFIELD COUNTY, COLORADO SEAL

OWNER

By _____
James C. Arnold, Owner

By _____
Jo Ellen Arnold, Owner

STATE OF COLORADO)
) ss.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this ____ day of _____ 2002 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 13th day of Sept. 2002 by James C. Arnold and Jo Ellen Arnold.

WITNESS my hand and official seal. My Commission expires: 03-07-03.

E. Christine Lemmon
Notary Public

EXHIBITS

A. Legal Description Arnold Annexation.

B. Legal Description for Remainder Parcel.

C. Approved Sketch Plan Map.

EXHIBIT A
LEGAL DESCRIPTION

A parcel of land situated in the NW ¼ NE ¼ of Section 9, Township 6 South, Range 93 West of the 6th Principal Meridian, Garfield County, Colorado, being more particularly described as follows:

Commencing at the N ¼ corner of said Section 9, the basis of bearing being S00°23'28"E along the west line of the NE ¼ of said Section 9 to the C ¼ corner of said Section 9 based on the City of Rifle local coordinate system;
thence N89°37'01"E a distance of 550.17 feet along the north line of said NW ¼ NE ¼ to the point of beginning;
thence N89°37'01"E a distance of 777.08 feet to the E 1/16 corner of said Section 9; thence S00°40'06"E a distance of 660.01 feet to the south line of the N ½ NW ¼ NE ¼ of said Section 9;
thence S89°36'35"W a distance of 469.10 feet along said south line to the center line of Rifle Creek;
thence southwesterly along the center line of said Rifle Creek to the west line of said NW ¼ NE ¼;
thence N00°23'28"W a distance of 876.13 feet along said west line;
thence N89°52'51"E a distance of 112.51 feet;
thence N45°52'13"E a distance of 55.86 feet;
thence S44°07'47'E a distance of 46.27 feet;
thence N78°51'07"E a distance of 232.63 feet;
thence along the arc of a curve to the left 173.97 feet, having a central angle of 57°53'16" and a radius of 172. 19 feet, the chord of which bears N49°54'29"E a distance of 166.66 feet; thence N20°57'51"E a distance of 23.45 feet to the point of beginning.

Said parcel contains 22.0 acres more or less.

LEGAL DESCRIPTION
REMAINDER LOT

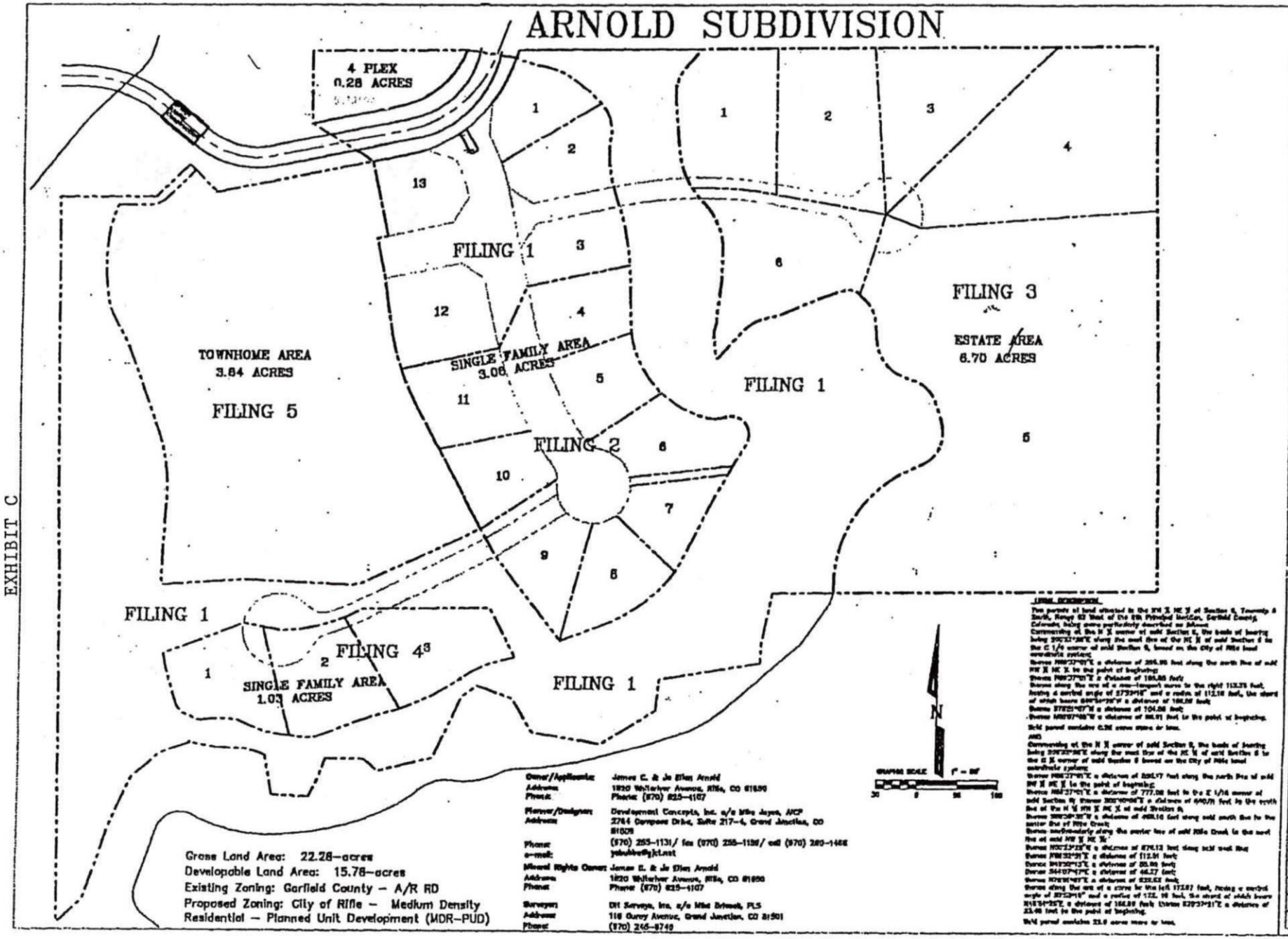
EXHIBIT B

Beginning at a point whence the South ¼ Corner of Section 4, Township 8 South, Range 93 West, 6th P.M., bears S 89°44'10" W 299.90 feet, thence S 00°00'00" E 88.91', thence N 78°58'16" E 104.56', thence along said southernly right-of-way line along the arc of a curve to the left having a radius of 112.19 feet and a central angle of 57°53'16" with an arc distance of 113.35 feet with a chord bearing N 50°01'38"E 108.59 feet, thence S 89°44'10" 185.85 feet to the POB, having an area of 12,037 square feet (0.276 acres) more or less.

204-1.1
ROW description 8-13-99.doc

EXHIBIT C

ARNOLD SUBDIVISION



Gross Land Area: 22.28-acres
Developable Land Area: 15.78-acres
Existing Zoning: Garfield County - A/R RD
Proposed Zoning: City of Rifle - Medium Density Residential - Planned Unit Development (MDR-PUD)

Owner/Applicants: James C. & Jo Ellen Arnold
Address: 1820 Whitewater Avenue, Rifle, CO 81650
Phone: Phone: (970) 625-4107

Planner/Designer: Development Concepts, Inc. c/o Mike Joyce, AICP
Address: 2764 Compass Drive, Suite 217-1, Grand Junction, CO 81506
Phone: (970) 255-1131/ fax (970) 255-1138/ cell (970) 260-1468
e-mail: jabubbey@jct.net

Mineral Rights Owner: James C. & Jo Ellen Arnold
Address: 1820 Whitewater Avenue, Rifle, CO 81650
Phone: Phone: (970) 625-4107

Surveyor: Dit Surveys, Inc. c/o Mike Driscoll, PLS
Address: 118 Gurley Avenue, Grand Junction, CO 81501
Phone: (970) 245-8749

LEGAL DESCRIPTION

The property of land situated in the NW ¼ NE ¼ of Section 8, Township 6 South, Range 93 West of the 6th Principal Meridian, Garfield County, Colorado, being more particularly described as follows:

Commencing at the N ¼ corner of said Section 8, the basis of bearing being S00°32'38"E along the west line of the NE ¼ of said Section 8 to the C 1/4 corner of said Section 8, bound on the City of Rifle local coordinate system;

Thence N88°27'01"E a distance of 205.95 feet along the north line of said NW ¼ NE ¼ to the point of beginning;

Thence N88°27'01"E a distance of 184.88 feet;

Thence along the arc of a non-tangent curve to the right 113.25 feet, having a central angle of 5°33'16" and a radius of 112.58 feet, the chord of which bears S66°54'38"W a distance of 106.88 feet;

Thence S72°21'47"W a distance of 104.88 feet;

Thence N00°32'38"W a distance of 88.91 feet to the point of beginning.

Said parcel contains 0.36 acres more or less.

AND

Commencing at the N ¼ corner of said Section 8, the basis of bearing being S00°32'38"E along the west line of the NE ¼ of said Section 8 to the E ¼ corner of said Section 8 bound on the City of Rifle local coordinate system;

Thence N88°27'01"E a distance of 205.17 feet along the north line of said NW ¼ NE ¼ to the point of beginning;

Thence N88°27'01"E a distance of 777.08 feet to the E 1/16 corner of said Section 8; thence S00°40'08"E a distance of 640.71 feet to the north line of the N ½ NW ¼ NE ¼ of said Section 8;

Thence S88°29'38"W a distance of 468.16 feet along said north line to the center line of Rifle Creek;

Thence southeasterly along the center line of said Rifle Creek to the west line of said NW ¼ NE ¼;

Thence N00°32'38"W a distance of 876.13 feet along said west line;

Thence N88°32'38"E a distance of 112.91 feet;

Thence N41°20'13"E a distance of 251.86 feet;

Thence S64°07'47"E a distance of 66.27 feet;

Thence N78°58'48"E a distance of 225.62 feet;

thence along the arc of a curve to the left 17.87 feet, having a central angle of 20°53'18" and a radius of 122.18 feet, the chord of which bears N13°34'25"E, a distance of 166.88 feet; thence S28°57'51"E a distance of 23.98 feet to the point of beginning.

Said parcel contains 23.8 acres more or less.

DRAFTING SERVICE PROVIDED BY:
HR Drafting Specialties
287 3/4 27 3/8 Road
Grand Junction, CO 81503

DEVELOPMENT CONCEPTS, INC.
Planning and Development Services
2764 Compass Drive, Suite 217-1
Grand Junction, CO 81506

FILING PLAN
Arnold Subdivision
Rifle, Colorado

Revision: 6
Scale 1" = 50'
Date: 01-01-01
Drawn By: HR
Checked By: M
Designed By: M

618803 01/16/2003 01:32P B1427 P781 M ALSDORF
1 of 4 R 21.00 D 0.00 GARFIELD COUNTY CO

781

CITY OF RIFLE, COLORADO
ORDINANCE NO. 6
SERIES OF 2001

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, ZONING CERTAIN REAL PROPERTY KNOWN AS THE ARNOLD ANNEXATION OR THE ARNOLD SUBDIVISION AS LDR/PUD AND MDR/PUD.

WHEREAS, on May 30, 2000, Owners/Applicant, James and Jo Arnold (hereinafter "Owner"), filed with the City Clerk of the City of Rifle, a Petition requesting that the City Council of the City of Rifle, Colorado, commence proceedings to annex to the City certain property located in Garfield County, Colorado, known as the Arnold Annexation, as described on Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, by Resolution No. 20, Series of 2000, the City Council of the City of Rifle found that the Petition is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S. §31-12-107(1), as amended; and

WHEREAS, the Owner desires to develop the Arnold Annexation property as the Arnold Subdivision, and has submitted a development application with the City for this purpose, the Sketch Plan for which is attached hereto as Exhibit B and incorporated by this reference; and

WHEREAS, on June 27, 2000, the City of Rifle Planning Commission considered the zoning application for the Arnold Annexation, and agreed to recommend LDR/PUD and MDR/PUD zoning for the property as depicted on Exhibit B; and

WHEREAS, by Ordinance No. 5, Series of 2001, the City of Rifle annexed the Arnold Annexation to the City; and

WHEREAS, the City of Rifle Planning Commission and the Rifle City Council have held duly-noticed public hearings as required by the Rifle Municipal Code, and now wish to establish the zoning depicted on Exhibit B for the property described on Exhibit A.

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

1. The aforementioned recitals are hereby fully incorporated herein.

2. The property described on Exhibit A, commonly known as the Arnold Annexation to the City of Rifle is hereby zoned LDR/PUD and MDR/PUD as depicted on Exhibit B and shall be subject to the zone district requirements of the LDR and MDR zone districts, respectively, subject to the following zoning modifications:

a. Filing 3 shall contain no more than six (6) single family lots. A total of six (6) lots in Filing 3 may be accessed by a single private driveway as generally

Please Return To
City of Rifle
P.O. Box 1908
Rifle, CO 81650

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depicted on Exhibit B;

b. Filing 4 may be accessed by a private dead-end street in excess of six hundred sixty feet (660') as generally depicted on Exhibit B; provided, however, an emergency ingress/egress easement twenty feet (20') wide shall be dedicated and graveled from Filing 4 and looping through Filing 5 to the public street prior to the issuance of any building permits in Filing 4. Such easement may be relocated with the approval of the Filing 5 townhome Site Plan and Final Plat for Filing 5;

c. Filing 5 shall contain no more than thirty-six (36) units.

3. Within thirty (30) days after the effective date of this Ordinance, the City Clerk shall incorporate the terms of this Ordinance into the Geographical Information System described in RMC §17.03.120, shall cause a printed copy of the amendment to the City Zone District Map to be made, which shall be dated and signed by the Mayor and attested to by the City Clerk, and which shall bear the seal of the City. The amended map shall include the number of this Ordinance. The signed original printed copy of the Zoning Map shall be filed with the City Clerk. The Clerk shall also record a certified copy of this Ordinance with the Garfield County Clerk and Recorder. The City staff is further directed to comply with all provisions of the Rifle Land Use Regulations, RMC §17-01-101 *et seq.*, to implement the provisions of this Ordinance.

INTRODUCED on March 7, 2001, 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 March 21, 2001, passed with amendment, approved, and ordered published in full as required by the Charter.

DATED this 13th day of January, 2003.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

_____
City Clerk
Deputy

CITY OF RIFLE SEAL GARFIELD COUNTY, COLORADO

618803 01/16/2003 01:32P B1422 P783 M ALSDORF
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EXHIBIT A
LEGAL DESCRIPTION

A parcel of land situated in the NW ¼ NE ¼ of Section 9, Township 6 South, Range 93 West of the 6th Principal Meridian, Garfield County, Colorado, being more particularly described as follows:

Commencing at the N ¼ corner of said Section 9, the basis of bearing being S00°23'28"E along the west line of the NE ¼ of said Section 9 to the C ¼ corner of said Section 9 based on the City of Rifle local coordinate system;
thence N89°37'01"E a distance of 550.17 feet along the north line of said NW ¼ NE ¼ to the point of beginning;
thence N89°37'01"E a distance of 777.08 feet to the E 1/16 corner of said Section 9; thence S00°40'06"E a distance of 660.01 feet to the south line of the N ½ NW ¼ NE ¼ of said Section 9;
thence S89°36'35"W a distance of 469.10 feet along said south line to the center line of Rifle Creek;
thence southwesterly along the center line of said Rifle Creek to the west line of said NW ¼ NE ¼;
thence N00°23'28"W a distance of 876.13 feet along said west line;
thence N89°52'51"E a distance of 112.51 feet;
thence N45°52'13"E a distance of 55.86 feet;
thence S44°07'47'E a distance of 46.27 feet;
thence N78°51'07"E a distance of 232.63 feet;
thence along the arc of a curve to the left 173.97 feet, having a central angle of 57°53'16" and a radius of 172. 19 feet, the chord of which bears N49°54'29"E a distance of 166.66 feet; thence N20°57'51"E a distance of 23.45 feet to the point of beginning.

Said parcel contains 22.0 acres more or less.

618803 01/16/2003 01:32P B1427 P784 M ALSDORF
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Multi family

Single family

EXHIBIT B

ARNOLD SUBDIVISION

FILING 1

FILING 2

FILING 3

FILING 4

FILING 5

SINGLE FAMILY AREA
1.03 ACRES

SINGLE FAMILY AREA
3.06 ACRES

TOWNHOME AREA
3.84 ACRES

ESTATE AREA
6.70 ACRES

4 PLEX
0.28 ACRES

Gross Land Area: 22.28-acres
Developable Land Area: 15.78-acres
Existing Zoning: Garfield County - A/R RD
Proposed Zoning: City of Rifle - Medium Density Residential - Planned Unit Development (MDR-PUD)

Owner/Applicant: James C. & Jo Ellen Arnold
Address: 1820 Wallbanger Avenue, Rifle, CO 81650
Phone: (970) 625-4107

Planner/Designer: Development Concepts, Inc. c/o Mike Joyce, AICP
Address: 2764 Compass Drive, Suite 217-1, Grand Junction, CO 81505
Phone: (970) 255-1131/ fax (970) 255-1159/ cell (970) 260-1466
e-mail: joebubba@q.net

Mineral Rights Owner: James C. & Jo Ellen Arnold
Address: 1820 Wallbanger Avenue, Rifle, CO 81650
Phone: Phone (970) 625-4107

Surveyor: DH Survey, Inc. c/o Mike Stovall, PLS
Address: 118 Ouray Avenue, Grand Junction, CO 81501
Phone: (970) 245-8249

LEGAL DESCRIPTION

Two parcels of land situated in the NW ¼ NE ¼ of Section 6, Township 6 South, Range 93 West of the 6th Principal Meridian, Garfield County, Colorado, being more particularly described as follows:

Parcel 1:

Commencing at the N ¼ corner of said Section 6, the basis of bearing being S00°32'48"E along the west line of the NE ¼ of said Section 6 to the C 1/4 corner of said Section 6, thence on the City of Rifle Control Network coordinate system;

thence N89°27'01"E a distance of 255.80 feet along the north line of said NW ¼ NE ¼ to the point of beginning;

thence N89°27'01"E a distance of 1818.85 feet;

thence along the arc of a non-tangent curve to the right 1133.5 feet, having a central angle of 57°57'18", and a radius of 1121.8 feet, the chord of which bears S67°34'57"E a distance of 1086.58 feet;

thence S38°36'18"E a distance of 1078.08 feet;

thence S51°01'42"W a distance of 70.00 feet;

thence S38°36'18"E a distance of 1078.08 feet;

thence N51°01'42"E a distance of 70.00 feet;

thence S38°36'18"E a distance of 1078.08 feet;

thence along the arc of a non-tangent curve to the left 1133.5 feet, having a central angle of 57°57'18", and a radius of 1121.8 feet, the chord of which bears S67°34'57"E a distance of 1086.58 feet;

thence S89°27'01"E a distance of 1818.85 feet;

thence S00°32'59"E a distance of 1078.08 feet;

thence S89°27'01"W a distance of 70.00 feet;

thence S00°32'59"E a distance of 1078.08 feet;

thence N89°27'01"E a distance of 1818.85 feet;

thence along the arc of a non-tangent curve to the left 1133.5 feet, having a central angle of 57°57'18", and a radius of 1121.8 feet, the chord of which bears N67°34'57"W a distance of 1086.58 feet;

thence N38°36'18"W a distance of 1078.08 feet;

thence N51°01'42"E a distance of 70.00 feet;

thence N38°36'18"W a distance of 1078.08 feet;

thence N89°27'01"W a distance of 1818.85 feet;

thence N00°32'59"W a distance of 1078.08 feet;

thence N89°27'01"W a distance of 255.80 feet to the point of beginning.

Parcel 2:

Commencing at the N ¼ corner of said Section 6, the basis of bearing being S00°32'48"E along the west line of the NE ¼ of said Section 6 to the C 1/4 corner of said Section 6, thence on the City of Rifle Control Network coordinate system;

thence N89°27'01"E a distance of 255.80 feet along the north line of said NW ¼ NE ¼ to the point of beginning;

thence S00°32'59"E a distance of 1078.08 feet;

thence S89°27'01"W a distance of 70.00 feet;

thence S00°32'59"E a distance of 1078.08 feet;

thence N89°27'01"E a distance of 1818.85 feet;

thence along the arc of a non-tangent curve to the right 1133.5 feet, having a central angle of 57°57'18", and a radius of 1121.8 feet, the chord of which bears N67°34'57"E a distance of 1086.58 feet;

thence N38°36'18"W a distance of 1078.08 feet;

thence N51°01'42"E a distance of 70.00 feet;

thence N38°36'18"W a distance of 1078.08 feet;

thence N89°27'01"W a distance of 1818.85 feet;

thence N00°32'59"W a distance of 1078.08 feet;

thence N89°27'01"W a distance of 255.80 feet to the point of beginning.

AND

Commencing at the N ¼ corner of said Section 6, the basis of bearing being S00°32'48"E along the west line of the NE ¼ of said Section 6 to the C ¼ corner of said Section 6, thence on the City of Rifle Control Network coordinate system;

thence N89°27'01"E a distance of 2617.7 feet along the north line of said NW ¼ NE ¼ to the point of beginning;

thence N00°32'59"W a distance of 1078.08 feet to a point on the south line of said Section 31, Township 5 South, Range 93 West of the 6th Principal Meridian, Garfield County, Colorado;

thence N89°27'01"E a distance of 1778.08 feet to a ¼" rebar and cap marked PLS 18650;

thence S00°32'59"E a distance of 1078.08 feet to a ¼" rebar and cap marked PLS 18650;

thence S89°27'01"W a distance of 1778.08 feet to the point of beginning.

Parcel 3:

Commencing at the N ¼ corner of said Section 6, the basis of bearing being S00°32'48"E along the west line of the NE ¼ of said Section 6 to the C 1/4 corner of said Section 6, thence on the City of Rifle Control Network coordinate system;

thence N89°27'01"E a distance of 255.80 feet along the north line of said NW ¼ NE ¼ to the point of beginning;

thence S00°32'59"E a distance of 1078.08 feet;

thence S89°27'01"W a distance of 70.00 feet;

thence S00°32'59"E a distance of 1078.08 feet;

thence N89°27'01"E a distance of 1818.85 feet;

thence along the arc of a non-tangent curve to the right 1133.5 feet, having a central angle of 57°57'18", and a radius of 1121.8 feet, the chord of which bears N67°34'57"E a distance of 1086.58 feet;

thence N38°36'18"W a distance of 1078.08 feet;

thence N51°01'42"E a distance of 70.00 feet;

thence N38°36'18"W a distance of 1078.08 feet;

thence N89°27'01"W a distance of 1818.85 feet;

thence N00°32'59"W a distance of 1078.08 feet;

thence N89°27'01"W a distance of 255.80 feet to the point of beginning.

Said parcel contains 2.26 acres more or less.

AND

Commencing at the N ¼ corner of said Section 6, the basis of bearing being S00°32'48"E along the west line of the NE ¼ of said Section 6 to the C ¼ corner of said Section 6, thence on the City of Rifle Control Network coordinate system;

thence N89°27'01"E a distance of 2617.7 feet along the north line of said NW ¼ NE ¼ to the point of beginning;

thence N00°32'59"W a distance of 1078.08 feet to a ¼" rebar and cap marked PLS 18650;

thence N89°27'01"E a distance of 1778.08 feet to a ¼" rebar and cap marked PLS 18650;

thence S00°32'59"E a distance of 1078.08 feet to the north line of said Section 31;

thence S89°27'01"W a distance of 1778.08 feet to the point of beginning.

Parcel 4:

Commencing at the N ¼ corner of said Section 6, the basis of bearing being S00°32'48"E along the west line of the NE ¼ of said Section 6 to the C ¼ corner of said Section 6, thence on the City of Rifle Control Network coordinate system;

thence N89°27'01"E a distance of 255.80 feet along the north line of said NW ¼ NE ¼ to the point of beginning;

thence S00°32'59"E a distance of 1078.08 feet;

thence S89°27'01"W a distance of 70.00 feet;

thence S00°32'59"E a distance of 1078.08 feet;

thence N89°27'01"E a distance of 1818.85 feet;

thence along the arc of a non-tangent curve to the right 1133.5 feet, having a central angle of 57°57'18", and a radius of 1121.8 feet, the chord of which bears N67°34'57"E a distance of 1086.58 feet;

thence N38°36'18"W a distance of 1078.08 feet;

thence N51°01'42"E a distance of 70.00 feet;

thence N38°36'18"W a distance of 1078.08 feet;

thence N89°27'01"W a distance of 1818.85 feet;

thence N00°32'59"W a distance of 1078.08 feet;

thence N89°27'01"W a distance of 255.80 feet to the point of beginning.

Said parcel contains 2.26 acres more or less.

GRAPHIC SCALE 1" = 50'

Revision: 6
Scale 1" = 50'
Date: 01-01-01
Drawn By: HR
Checked By: MJ
Designed By: MJ

FILING PLAN
Arnold Subdivision
Rifle, Colorado

DEVELOPMENT CONCEPTS, INC.
Planning and Development Services
2764 Compass Drive, Suite 217-1
Grand Junction, CO 81506
Phone (970) 255-1131 Fax (970) 255-1159
E-mail Address - yebubba @ gjct.net

Drafting Service Provided By:
HR Drafting Specialties
287 3/4 27 3/8 Road
Grand Junction, CO 81503
Phone (970) 255-7482 Cell (970) 234-8599
E-mail Address - hrdraft @ gjct.net

01/02/01 MON 11:18 FAX 8/02 Development Concepts 002

AMENDED AND RESTATED
ARNOLD ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into this 21st day of January, 2026 by and between the CITY OF RIFLE, COLORADO, a Colorado home-rule municipality (hereinafter the "City"), and RIFLE CREEKSIDE ESTATES, LLC, a Colorado limited liability company ("Owner").

W I T N E S S E T H:

WHEREAS, Owner's predecessor in interest and the City entered into that certain Arnold Annexation Agreement dated September 13, 2002 recorded with the Garfield County Clerk and Recorder as Reception No. 618806 regarding the annexation of an unincorporated tract of land located in the County of Garfield, State of Colorado, known as the Arnold Annexation described on Exhibit A, attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Rifle City Council by Ordinance No. 5, Series of 2001 annexed the Property, and by Ordinance No. 6, Series of 2001 zoned the Property LDR/PUD and MDR/PUD; and

WHEREAS, the Property has not been developed pursuant to its PUD zoning and Owner desires to revise the development plan for the Property; and

WHEREAS, Owner applied to rezone the Property to Medium Density Residential (MDR) Zone District which the City Council considered at a duly noticed public hearing on January 21, 2026 and approved such rezoning application from LDR/PUD and MDR/PUD to Medium Density Residential (MDR) Zone District by Ordinance No. __, Series of 2026; and

WHEREAS, with the new zoning for the Property, the City and Owner desire to enter into this Agreement to set forth their agreements concerning the terms and conditions of the annexation of the Property to the City by amending and restating the Arnold Annexation Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Owner agree as follows:

1. Purpose. The purpose of this document as an annexation agreement is to set forth the terms and conditions of the annexation of the Property by amending and restating in full the Arnold Annexation Agreement as set forth herein. This Agreement is intended to provide a contractual relationship between the City and Owner to ensure compliance with all requirements contained herein, including, but not limited to restrictions upon the zoning of the Property stated herein. All conditions herein are in addition to any and all requirements of the City of Rifle Municipal Code (hereinafter the "Code") and any and all state statutes.

2. Binding Effect.

a. This Agreement shall be binding upon and inure to the benefit of the City, Owner and any party succeeding to any interest of Owner in and to any parcel for which Final Subdivision Plat approval has not occurred. The obligations (specifically including, but not limited to, the payment of fees and compliance with any zoning requirements and covenant obligations as may be referenced herein) that run with the land following Final Subdivision Plat approval shall be limited to those set forth herein, or on any Final Subdivision Plat or in any other development approval document, and any exhibits or attachments thereto.

b. This Agreement and any other agreement(s) between the City and Owner may be enforced, amended, modified, removed or released only by the City, Owner and any party succeeding to any interest of Owner in and to any part of the Property which has not been granted Final Subdivision Plat approval.

3. Development Proposal. On January 21, 2026, the Rifle City Council approved a Sketch Plan for the Property which proposes approximately 202 units on 16.37 acres with a total site density of approximately 12.3 units per acre as generally shown on Exhibit B attached hereto and incorporated herein by this reference (the "Sketch Plan"). The proposal also includes the dedication of open space, the development of a neighborhood park, and trails as shown on the Sketch Plan.

4. Fees and Dedications. Owner agrees to pay to the City the fees in the amounts and times set forth below:

a. Processing Fees. All fees and costs hereto incurred by the City, including but not limited to engineering, surveying, and legal services rendered in connection with the review, preparation, negotiation, resolution, and finalization of any annexation, zoning, and subdivision review of the Property by the City, including recording fees, costs of legal publication, and any and all other out-of-pocket costs incurred by the City shall be paid by Owner. 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 Rights Dedication Fees. Owner shall comply with the water rights dedication requirements under RMC §13-6-10, et. seq, as it may be amended.

c. Parkland Dedication Fees. As a condition of annexation of the Property, Developer agrees it has the obligation to comply with the City parkland dedication requirement proscribed in the Code at §§16-1-90 and 16-4-110.

d. Offsite and Onsite Street Impact Mitigation. As a condition of annexation of the Property to the City, Owner agrees and acknowledges that offsite street impact fees are due for the development of the Property pursuant to RMC §16-1-100. Specific offsite and onsite street mitigation may be necessary as determined during the Preliminary Plan process for the City's review and approval.

e. Fees as a Condition of Annexation. Any fees that may be required by this Agreement and the Code to be paid by Owner shall continue to be an obligation of Owner, and subsequent lot owners, even if the Code provisions are declared to be invalid. Payment of such fees pursuant to this Agreement is agreed to by and between the parties as a condition of annexation and, as such, Owner agrees that all such fees, whether in effect in the City by ordinance or not (if repealed or not in effect, the last fee in effect shall apply and be paid), shall be imposed on them and as a condition of any development review. Owner further agrees not to contest the validity of such fees or any ordinance imposing such fees as they pertain to the Property. This obligation to pay such fees shall be a covenant running with the land and shall bind Owner and any party succeeding to any interest of Owner in and to any part of the Property which has not been granted Final Subdivision Plat approval, and to any future lot owners, both as provided for in Section 2 above.

5. General Conditions for the Property.

a. Rights of Way. Rights of way for the development of the Property shall be dedicated to a homeowners association created as a condition of Final Plan for the Property to be privately repaired, replaced and maintained. An access easement shall be granted to the City and the public on the Final Plat. All public improvements shall comply with the City's public works manual unless variances are proposed during the Preliminary Plan Process for the City's review and approval.

b. Acacia Avenue Improvements. As part of the public improvements for any development of the Property, Owner shall construct Acacia Avenue from its present terminus to the point of connection with Whiteriver Avenue, including the completion of the bridge across Government Creek with a similar profile as the existing portion of Acacia Avenue. The plans and specifications for the extension of Acacia Avenue and the bridge shall be determined during the Preliminary Plan process for the City's review and approval.

c. Whiteriver Avenue Right-of-Way Dedication. Whiteriver Avenue is a prescriptive right-of-way, part of which is located on the Property. In addition, the improvement of Whiteriver Avenue to collector street standards will necessitate the dedication of additional right-of-way to the City over the Property. The Owner shall dedicate that portion of Whiteriver Avenue necessary to construct Whiteriver Avenue to collector street standards upon the request of the City or on the Final Plat, whichever occurs first.

d. Emergency Egress. Emergency ingress and egress for the development of the Property shall be determined during the Preliminary Plan process for the City's review and approval.

e. Park(s) and Trails. Owner shall construct at least one improved park on the Property in compliance with the plans and specifications approved by the City during the Preliminary Plan process. The Homeowners Association shall own and maintain the park and it shall be open to the general public. Owner shall dedicate to the public trail easements and construct concrete trails with a minimum width of eight feet pursuant to plans and specifications to be determined during the Preliminary Plan process for the City's review and approval.

f. Site Sections and Massing. Owner shall comply with the Site Sections and Massing for the development of the Property as set forth in Exhibit E of the Sketch Plan.

g. Parking Standards. During the Preliminary Plan process, the City will consider if the development of the Property is allowed count on-street parking within the right-of-way adjacent to apartment structures towards the off-street parking requirements pursuant to RMC §16-7-90(3).

h. Noxious Weed Control/Maintenance. Owner agrees and acknowledges that it shall, pending and during development of the Property, control the growth of noxious weeds on all parcels within the Property as required by the Rifle Municipal Code and maintain the Property.

i. Covenants and Restrictions. Owner agrees to provide a draft Declaration of Covenants and Restrictions for the Property setting forth at a minimum the maintenance, repair, and replacement obligations of the homeowners association of the roads, sidewalks, parks, open space, fencing, and landscaping for the City's review and approval during the Preliminary Plan process.

6. Zoning. Owner hereby consents to zoning for the Property as set forth in Ordinance No. ___, Series of 2026 zoning the property Medium Density Residential (MDR) Zone District.

7. Breach by Owner; City Remedies. In the event of a breach of any of the terms and conditions of this Agreement by Owner, the City may take any action necessary or appropriate, including:

a. The refusal to issue any building permit or Certificate of Occupancy to Owner; provided, however, that this remedy shall not be available to the City until after the affidavit described in subparagraph b., below, has been recorded; provided further this remedy shall not be available against a bona fide third party.

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 Owner. 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 a second affidavit stating that the default has been cured and nullifying the previous affidavit. Upon the recording of such an affidavit, no further parcels or portions thereof may be sold 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 any security given for completion of the public improvements be paid or honored;

d. The refusal to allow further development review for the Property; or

e. Any other remedy available in equity or at law.

Unless necessary to protect the immediate health, safety, and welfare of the City, the City shall provide Owner ten (10) days written notice of its intent to take any action under this paragraph, during which 10-day period Owner may cure the breach described in said notice and prevent further action by the City. Furthermore, unless and until an affidavit as described in subparagraph b., above, has been recorded with the Garfield County Clerk and Recorder, any person dealing with Owner shall be entitled to assume that no default by Owner has occurred hereunder.

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

9. 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.

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

11. 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 Rifle Municipal Code and ordinances and the laws of the State of Colorado, and that Owner, when dealing with the City, acts at its own risk as to any representation or undertaking by the City or its officers or agents, or their designees, which is subsequently held unlawful by a court of law, which is in accordance with the laws of the State of Colorado; provided, however, that this paragraph shall not be construed to limit the rights and remedies of the parties otherwise provided by law, including under equitable doctrines of estoppel and the like.

12. Indemnity.

a. To the fullest extent permitted by law, Owner shall indemnify and hold harmless the City and the City's agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, provided that such claim, damage, loss, or expense arises out of or from the following circumstances: any and all claims which may arise as a result of approving the annexation, any approval given during development review of the Property or, except to the extent of any actual negligence on the part of the City, its agents, and employees, in connection with any road enlargement, extension, realignment, improvement, or maintenance, or approval thereof, or any operation, maintenance, repair or replacement of the raw water irrigation and sprinkler system within the Property, or any other item contained in this Agreement.

b. Owner shall reimburse the City at the City's direction for all legal fees, expenses, and costs incurred in any action brought against the City as a result of the City's approval of this annexation, and shall reimburse the City for all costs, including attorneys' fees and costs associated with any referendum election, the review of petition for referendum, protest, or any other challenge procedures to the annexation and zoning. However, nothing herein shall obligate or compel the City to take any position, stand, or proceed with any action or referendum position other than as the City Council, in its sole discretion, decides.

13. Voluntary Agreement. Owner agrees to comply with all of the terms and conditions of this Agreement on a voluntary and contractual basis, as a condition of annexation to the City. Owner agrees that the payment of all fees required under this Agreement is a condition of annexation and, therefore all such fees, whether in effect in the City by ordinance or not (if repealed or not in effect, the last fee in effect shall apply and be paid), shall be imposed on Owner as a condition of any development review. The obligation to pay such fees shall be a covenant running with the land and shall bind all successors in interest of Owner in and to any part of the Property which has not been granted Final Subdivision Plat approval. Owner represents and submits that, to the extent an election would be required pursuant to C.R.S. §31-12-112, as amended, to approve the annexation or impose terms and conditions upon the Property to be annexed, Owner owns 100 percent of the Property to be annexed, and would vote to approve the annexation and all terms and conditions as set forth herein. Thus, any election would necessarily result in a majority of the electors' approval to the annexation and the terms and conditions.

14. Owner Representations. All representations of Owner, either oral or as set forth in the annexation and zoning applications, as amended, and all documents subsequently submitted with reference thereto, shall be considered incorporated into this Agreement as if set forth in full herein. The City will, upon request from interested parties, including prospective purchasers of all or any portion of the Property, or lenders to be granted a security interest in all or any portion of the Property, and within a reasonable period of time (not exceeding ten (10) business days) following receipt of each such request, issue appropriate written certification as to the compliance,

or lack thereof, with any of the provisions hereof, including any such written representations and documents.

15. Attorney Fees; Survival. Should this Agreement become the subject of litigation between the City and Owner, the prevailing party shall be entitled to attorneys' fees and costs of suit actually incurred, including expert witness fees.

16. 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 the City:	City of Rifle P.O. Box 1908 Rifle, Colorado 81650
With copy to:	Karp Neu Hanlon, P.C. P. O. Drawer 2030 Glenwood Springs, Colorado 81602
Notice to Owner:	_____ _____ _____

17. Title Policy. Whenever there appears a requirement to dedicate land to the City, Owner shall provide a title policy which shall indicate that the property is free and clear of all encumbrances, except severed mineral rights, whatsoever which would impair the use of the property as proposed in this Agreement or in any further document. Further, said title policy shall show that the property to be dedicated to the City is free and clear of all encumbrances which would make said dedications unacceptable to the City as the City, in its sole discretion, determines. Should such title policy reflect encumbrances which may impair the use of the property as proposed or which would make the public dedications unacceptable, the City shall notify Owner, who shall have sixty (60) days to cure or otherwise remove said encumbrances to the satisfaction of the City Attorney. If said encumbrances are not cured or removed, the City may take whatever action or seek whatever remedies it deems advisable, including without limitation disconnection from the City or withholding of any development review approval.

18. Terms and Conditions as Consideration for Annexation. Owner acknowledges that the City is under no obligation to annex any property into the City of Rifle city limits, and thus the City of Rifle's decision to annex Owner's property is at the City's sole discretion. In consideration for the City's agreement to annex, Owner agrees to be bound by all of the terms and conditions of such annexation contained herein, including its agreement to mitigate the impacts associated with the development of the Property, and further acknowledges that such conditions are a necessary

condition of the City's decision to annex the Property into the City of Rifle municipal limits. Owner further agrees and acknowledges that its decision to proceed with annexation is a voluntary act of Owner and that Owner has the sole and absolute discretion to withdraw its petition for annexation in lieu of such voluntary act.

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

RIFLE CREEKSIDE ESTATES, LLC:

By _____
Title _____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this _____ day of _____ 2026 by _____ as _____ of Rifle Creekside Estates, LLC.

WITNESS my hand and official seal. My Commission expires: _____.

_____
Notary Public

EXHIBIT A

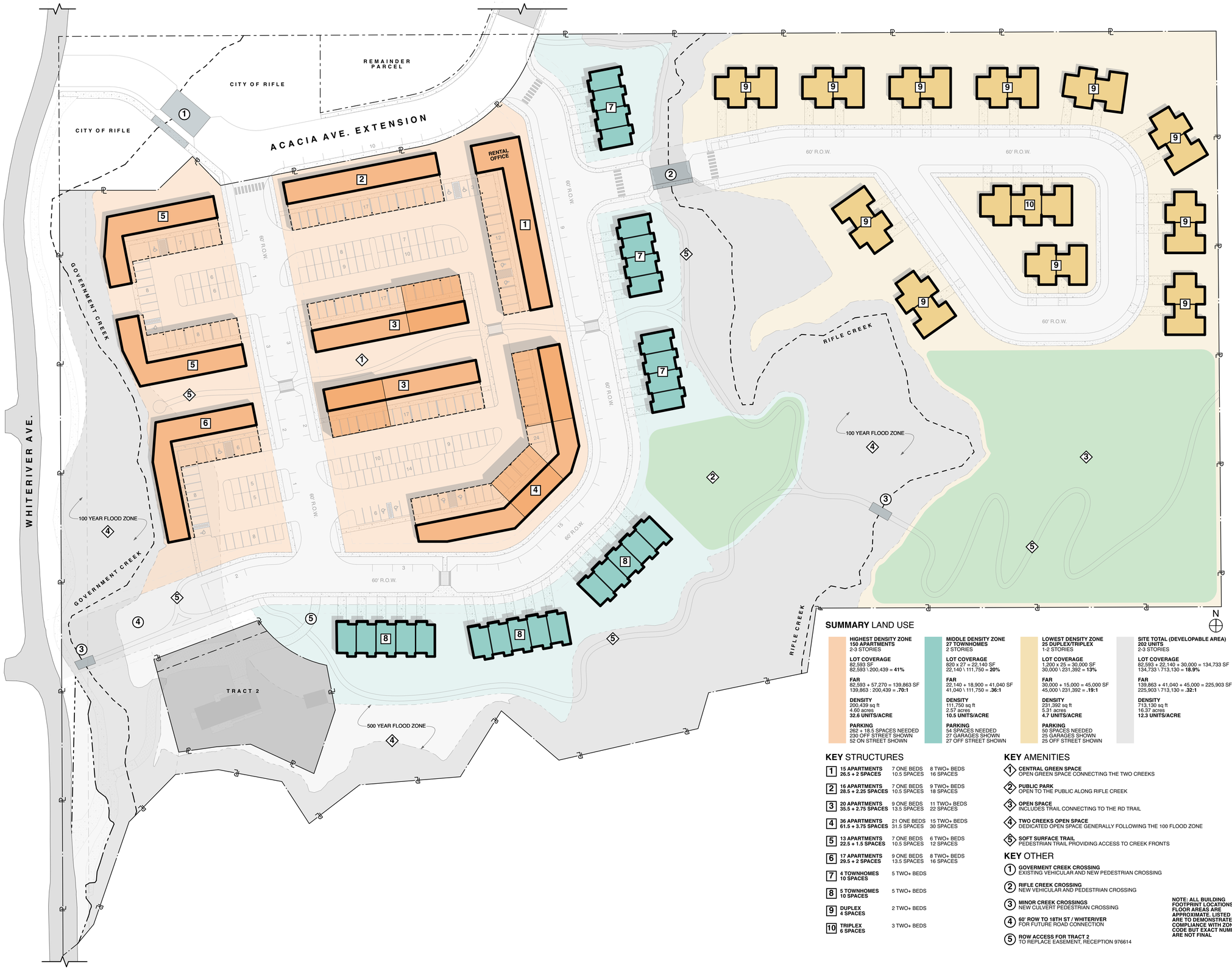
Legal Description of Property

LEGAL DESCRIPTION

Section: 9 Township: 6 Range: 93 Subdivision: east of Whiteriver Avenue and south of the Acacia Avenue alignment. (21.364 acres)

EXHIBIT B

Sketch Plan



SUMMARY LAND USE

HIGHEST DENSITY ZONE
150 APARTMENTS
2-3 STORIES

LOT COVERAGE
82,593 SF
82,593 \ 200,439 = **41%**

FAR
82,593 + 57,270 = 139,863 SF
139,863 : 200,439 = **.70:1**

DENSITY
200,439 sq ft
4.60 acres
32.6 UNITS/ACRE

PARKING
262 + 18.5 SPACES NEEDED
230 OFF STREET SHOWN
52 ON STREET SHOWN

MIDDLE DENSITY ZONE
27 TOWNHOMES
2 STORIES

LOT COVERAGE
820 x 27 = 22,140 SF
22,140 \ 111,750 = **20%**

FAR
22,140 + 18,900 = 41,040 SF
41,040 \ 111,750 = **.36:1**

DENSITY
111,750 sq ft
2.57 acres
10.5 UNITS/ACRE

PARKING
54 SPACES NEEDED
27 GARAGES SHOWN
27 OFF STREET SHOWN

LOWEST DENSITY ZONE
25 DUPLEX/TRIPLEX
1-2 STORIES

LOT COVERAGE
1,200 x 25 = 30,000 SF
30,000 \ 231,392 = **13%**

FAR
30,000 + 15,000 = 45,000 SF
45,000 \ 231,392 = **.19:1**

DENSITY
231,392 sq ft
5.31 acres
4.7 UNITS/ACRE

PARKING
50 SPACES NEEDED
25 GARAGES SHOWN
25 OFF STREET SHOWN

SITE TOTAL (DEVELOPABLE AREA)
202 UNITS
2-3 STORIES

LOT COVERAGE
82,593 + 22,140 + 30,000 = 134,733 SF
134,733 \ 713,130 = **18.9%**

FAR
139,863 + 41,040 + 45,000 = 225,903 SF
225,903 \ 713,130 = **.32:1**

DENSITY
713,130 sq ft
16.37 acres
12.3 UNITS/ACRE

KEY STRUCTURES

1	**15 APARTMENTS** **26.5 + 2 SPACES**	7 ONE BEDS 10.5 SPACES	8 TWO+ BEDS 16 SPACES
2	**16 APARTMENTS** **28.5 + 2.25 SPACES**	7 ONE BEDS 10.5 SPACES	9 TWO+ BEDS 18 SPACES
3	**20 APARTMENTS** **35.5 + 2.75 SPACES**	9 ONE BEDS 13.5 SPACES	11 TWO+ BEDS 22 SPACES
4	**36 APARTMENTS** **61.5 + 3.75 SPACES**	21 ONE BEDS 31.5 SPACES	15 TWO+ BEDS 30 SPACES
5	**13 APARTMENTS** **22.5 + 1.5 SPACES**	7 ONE BEDS 10.5 SPACES	6 TWO+ BEDS 12 SPACES
6	**17 APARTMENTS** **29.5 + 2 SPACES**	9 ONE BEDS 13.5 SPACES	8 TWO+ BEDS 16 SPACES
7	**4 TOWNHOMES** **10 SPACES**	5 TWO+ BEDS	
8	**5 TOWNHOMES** **10 SPACES**	5 TWO+ BEDS	
9	**DUPLEX** **4 SPACES**	2 TWO+ BEDS	
10	**TRIPLEX** **6 SPACES**	3 TWO+ BEDS	

KEY AMENITIES

1. **CENTRAL GREEN SPACE** — OPEN GREEN SPACE CONNECTING THE TWO CREEKS
2. **PUBLIC PARK** — OPEN TO THE PUBLIC ALONG RIFLE CREEK
3. **OPEN SPACE** — INCLUDES TRAIL CONNECTING TO THE RD TRAIL
4. **TWO CREEKS OPEN SPACE** — DEDICATED OPEN SPACE GENERALLY FOLLOWING THE 100 FLOOD ZONE
5. **SOFT SURFACE TRAIL** — PEDESTRIAN TRAIL PROVIDING ACCESS TO CREEK FRONTS

KEY OTHER

1. **GOVERMENT CREEK CROSSING** — EXISTING VEHICULAR AND NEW PEDESTRIAN CROSSING
2. **RIFLE CREEK CROSSING** — NEW VEHICULAR AND PEDESTRIAN CROSSING
3. **MINOR CREEK CROSSINGS** — NEW CULVERT PEDESTRIAN CROSSING
4. **60' ROW TO 18TH ST / WHITERIVER** — FOR FUTURE ROAD CONNECTION
5. **ROW ACCESS FOR TRACT 2** — TO REPLACE EASEMENT, RECEPTION 976614

NOTE: ALL BUILDING FOOTPRINT LOCATIONS AND FLOOR AREAS ARE APPROXIMATE. LISTED AREAS ARE TO DEMONSTRATE COMPLIANCE WITH ZONING CODE BUT EXACT NUMBERS ARE NOT FINAL

1 SP1 Sketch Plan

SCALE: 1" = 50'

0 20' 50' 100'

jvD LLC
1910 7th Street, Third Floor
Boulder, Colorado 80302
720.301.0500
jv@jvdesousa.com

All contents of this document expresses design intent only. FInal engineering and fabrication shall remain the responsibility of the contractor or fabricator. All ideas, designs, arrangements and plans indicated or presented by these drawings are the property of the Architect, and were created for use in connection with the specified project.

Two Creeks
1820 WHITE RIVER AVE
RIFLE COLORADO 81650

Drawing Set: Sketch Plan
First Issued Date: DRAFT

revisions:

drawing title
Sketch Site Plan

drawing scale AS NOTED

drawing number
SP1

COMMUNITY DEVELOPMENT DEPARTMENT
202 Railroad Avenue, Rifle, CO 81650
Phone: 970-665-6490

MEMORANDUM

TO: City of Rifle City Council
FROM: Zach Higgins, Community Development Director
Geir H. Sverdrup, Senior Planner
DATE: January 21, 2026
SUBJECT: Annexation Agreement Amendment, Rezone (2025-033) and Sketch Plan Appeal (2025-034)
ADDRESS: E of Whiteriver Avenue and S of the Acacia Avenue alignment
CASE #: 2025-033 & 2025-034
APPLICANT: Adam Roy representing Headwaters Housing Partners

REQUEST AND SUMMMARY

The applicant is requesting approval of an amendment to the Arnold Annexation Agreement in addition to a rezone of the property from LDR PUD - Low Density Residential Planned Unit Development and MDR PUD - Medium Density Residential Planned Unit Development zone districts to MDR - Medium Density Residential zone districts. The applicant is also requesting approval of a Sketch Plan to develop the property with 202 units that include multi-family apartments, townhomes and duple/triplexes. The property has in recent history been known as Two Creeks.

VICINITY MAP



The property is located east of Whiteriver Avenue and south of the Acacia Avenue alignment. Rifle Creek runs through the middle of the project and turns to the west along the southern boundary joining Government Creek at the western edge of the property. The property has several generally level areas within the property bisected by Rifle Creek running through the site. To the north are the Creek Meadows subdivisions and further north is the Deerfield PUD subdivision. To the east overlooking the project is the North Pasture F3 subdivision. To the south are parcels remaining in Garfield County. The proposed project encompasses 21 acres of land that has been zoned for low and medium density residential since August of 2000.

ANNEXATION

- HISTORY
    - Under Ordinance No. 25 Series of 2000, City Council approved commencement of proceedings to annex this property into the City on March 17, 2000. Initial zoning was established under Ordinances 26 Series of 2000 and 35 series of 2000 to Public Zone and MDR Zone Districts. Ordinance No. 6, Series of 2001 established LDR/PUD and MDR/PUD zoning. The Arnold Annexation Agreement made and entered into September 13, 2002, approved specific types of residential for each filing. Ordinance No. 5 Series of 2001 as well as a site plan.
    - The current Arnold Annexation Agreement allows for 62 units including a mix of single-family dwellings, townhomes, and a four-plex.
- PROPOSED AMENDMENT
    - The proposed amendment to the annexation agreement was drafted to align with the current proposal, freeing the property from a site design and Planned Unit Development that is 23 years old and no longer meets the intent of the adopted 2019 Comprehensive Plan. The included infrastructure improvements remain largely unchanged from the original including the Acacia Avenue extension to Whiteriver.
    - The agreement has been updated to include a proposed park improvement as well as trail improvement connecting the Raynard Ditch Trail through the site to the Rifle Creek Trail.
    - The impact fee language was amended to reflect current regulations and conditions. The applicant has expressed interest in negotiating fees in exchange for dedicating undecided percentages of the project to perpetual affordability or similar mechanisms.
    - See attached Annexation Agreement Amendment for more details.

COMPREHENSIVE PLAN, ZONING, AND LAND USE,

Comprehensive Plan

The 2019 Comprehensive Plan, Chapter 4.2 Railroad Avenue Area (Railroad Neighborhood) which designates the project as follows:

> E. Two Creeks. This is a large development of 177 units very close to parks, trails, businesses, and services. It would require the continuation of Acacia Avenue to Whiteriver Avenue. This is an important street connection for traffic circulation.

Connection of Acacia Avenue

The completion of Acacia Avenue will provide a connection to Rifle city street system that is much needed. Currently all the residential development, Creek Meadows and Deerfield must cross Highway 13 to come into the city street system. As of this time, there is no traffic control to access the highway. Additionally, completion of Acacia Avenue will provide the students and teachers of Wamsley Elementary and the residents utilizing Deerfield Park a safe route to school and to play. This Acacia Ave extension to Whiteriver Ave has been included in the City of Rifle's Streets Plans since the 2003 Transportation Master Plan.

The completion of Acacia Avenue may utilize the existing box culvert, if approved by an independent engineer. The current walking path will likely be rerouted using a new crossing for Rifle Creek.

Comprehensive Plan Land Use Map

The future Land Use Map designates this area for High Density Residential which is defined by the Comp Plan as follows:

> Density: 12-30 du/acre
>
> **Housing Types**: Apartment and condo buildings; townhomes; duplexes; and in some cases small homes/patio homes with less than 3,000 square foot lots.
>
> **Location Criteria**: Areas that are walkable to services and core areas of the community such as Downtown Rifle; the Colorado River Development Area; areas in South Rifle that are south of Airport Road and west of Grand River Health; areas east and west of Railroad Avenue.
>
> **Zoning**: High Density Residential is desirable in some, but not all, areas zoned the following: Central Business District (CBD); Medium Density Residential Redeveloping (MDR-X); Medium Density Residential (MDR)



The Comprehensive Plan indicates that this property is planned for High Density Residential uses. The applicant is proposing 202 units within the approximately 21 acres development for a density of 9.6 units per acre. This is lower than the suggested density in the Comprehensive Plan at 12-30 du/ac. From a utility and access perspective high density uses are able to connect to existing utility infrastructure.

COMMUNITY DEVELOPMENT DEPARTMENT
202 Railroad Avenue, Rifle, CO 81650
Phone: 970-665-6490

TIERED GROWTH SYSTEM



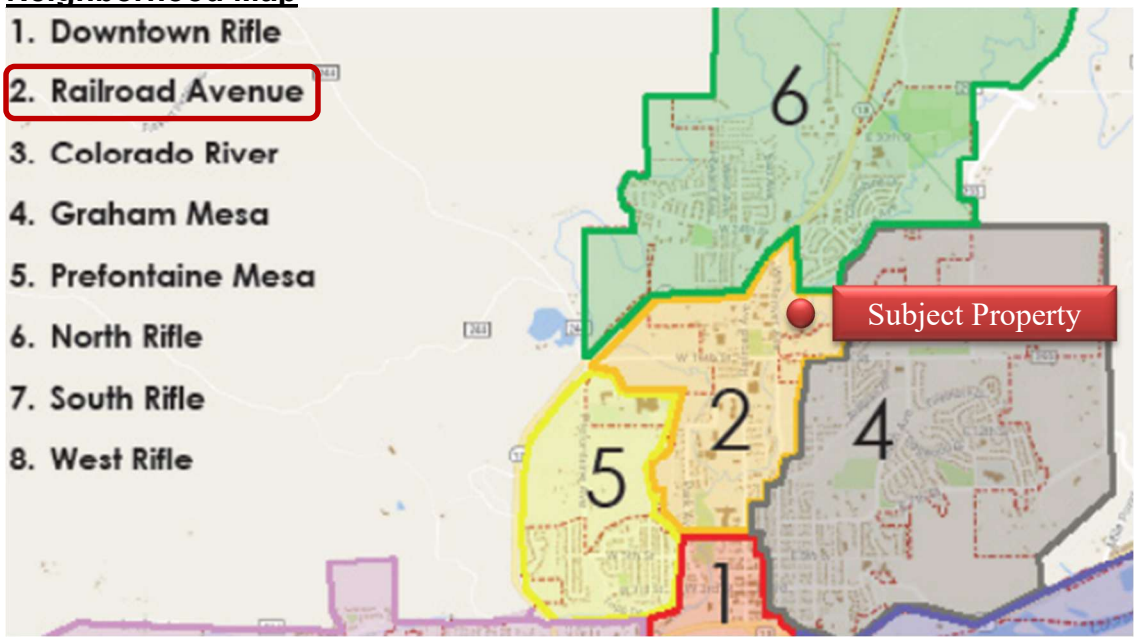
The subject parcel is located in the City of Rifle's Comprehensive Plan Tier 1 Development Area, meaning it is suited for immediate development based on location of the property, access to utilities, and existing road infrastructure.

INFILL FEE REDUCTION AREA

This development location was intentionally included in Rifle's Infill Fee Reduction Area. The IFRA was created to spur development within the identified zone which largely follows the spine of the City, Railroad Ave. This incentive is in keeping with City's long held belief that sprawling infrastructure to the outskirts of the built environment is detrimental to the fiscal and physical sustainability of the City.

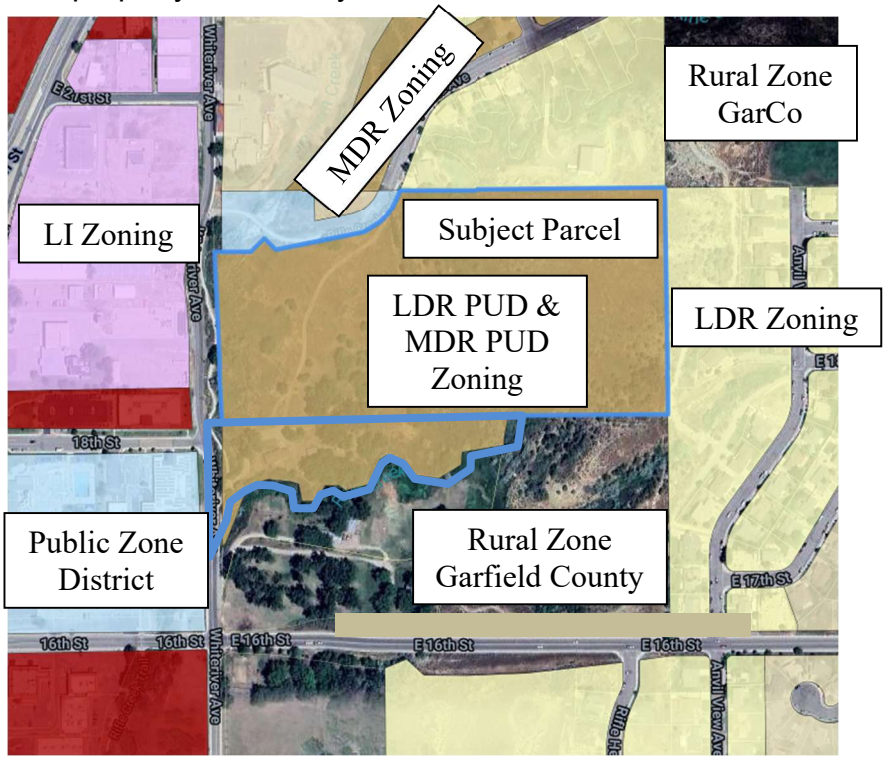
Per the Rifle Municipal Code:
"*The water system improvement fee set forth in Section 13-4-70, the wastewater system improvement fee set forth in Section 13-4-90 and the offsite street improvement fee set forth in Section 16-1-100 shall all be reduced by twenty percent (20%) for building permits issued in the infill development area*".

Neighborhood Map



The property is currently zoned LDRPUD and MDRPUD . Creek Meadows to the north is also zoned MDRPUD. Properties to the west, across Whiteriver Ave, are zoned Light Industrial. North Pasture F3 overlooking the site to the east is zoned LDR. Property to the south is zoned Rural in Garfield County.

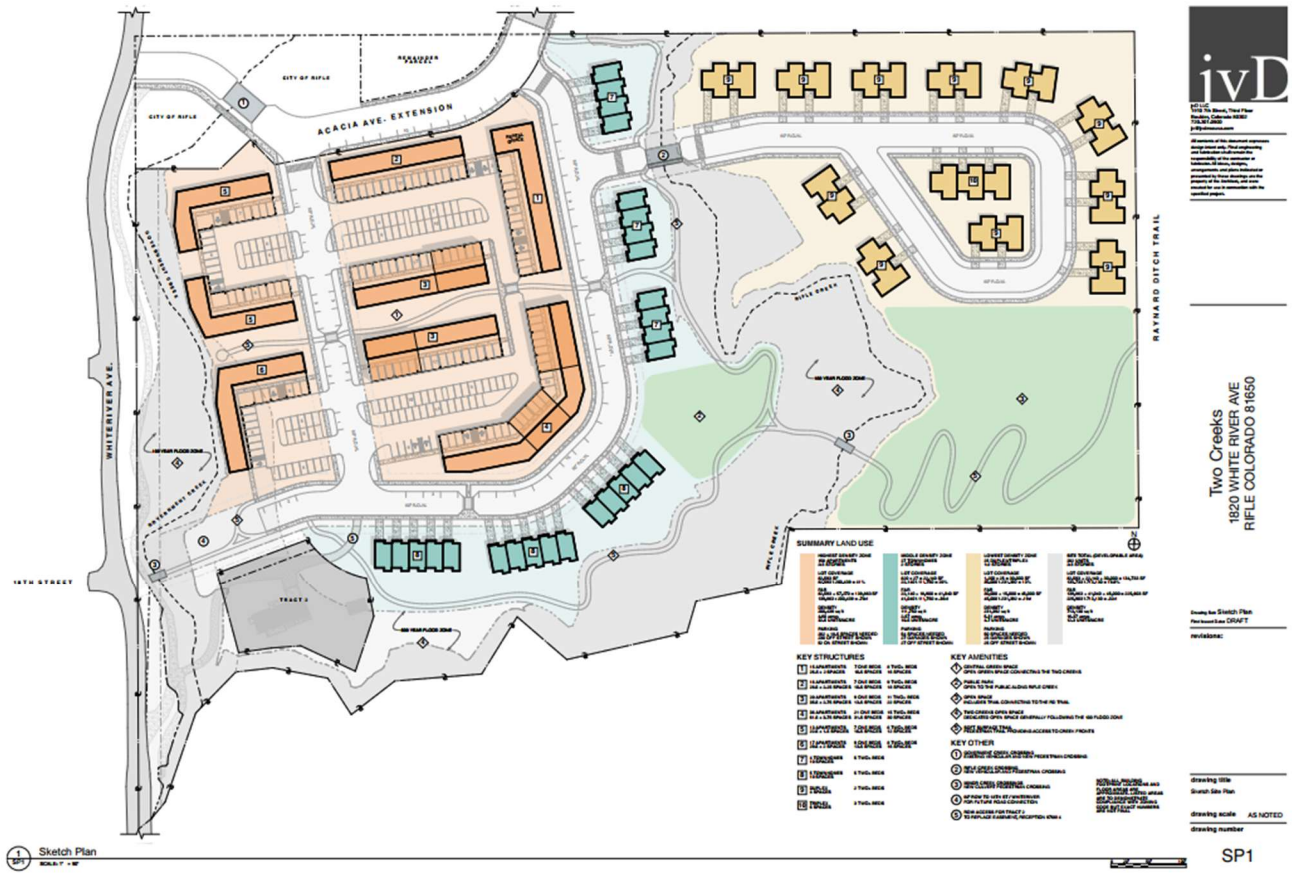
The property is currently vacant with Acacia Avenue dead ending at the north boundary.



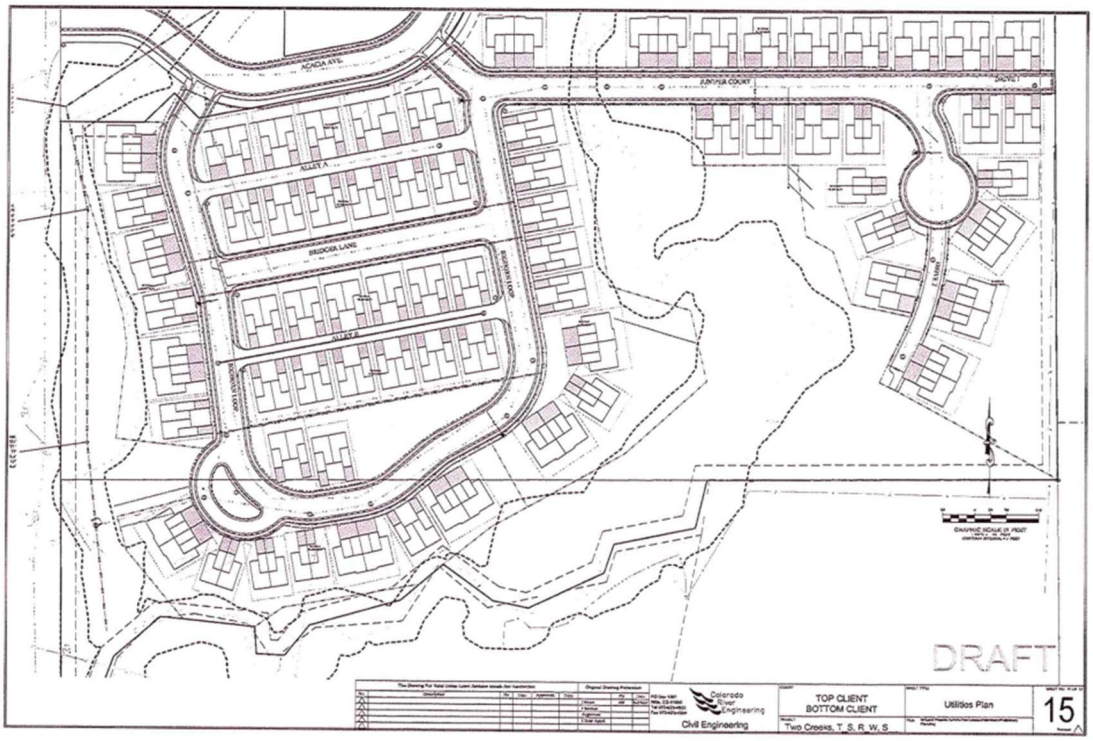
PROPOSED SKETCH PLAN

The proposed sketch plan will connect Acacia Avenue from the current dead end in Creek Meadows to Whiteriver Avenue. The proposed plan will utilize apartments along Whiteriver Avenue (orange), with townhouses (teil) along the east and south side of the apartments and triplex's and duplex's (gold) in the northeast quarter of the site. Open space and trails are located in the southeast quarter. Rifle Creek and Government Creek will remain undisturbed within the 100 year floodplain designation.

Proposed Sketch Plan (2025)



Approved Sketch Plan (2006)



(Full-scale plans attached)

REFERRAL AND STAFF COMMENTS

The annexed, proposed, and at certain times, approved Two Creeks project has been in the works for over 20 years. The project proposes 202 units where the previously approved plan from 2006 proposed 177 units. The proposed project is significantly lower in density than the Comprehensive Plan would permit, 9.6 du/ac v 12-30 du/ac. The proposed project is in close proximity to Metro Park, Railroad Ave, a transit stop, and grocery store.

Referral Comments

Staff received comments from the following referral agencies:

Xcel Energy

No Comment

City of Rifle Parks and Recreation

P&R will have recommendations for the soft surface material for the trail but would ultimately like to see the trails concrete and at least 8ft wide.

P&R will need clarification before Final Plat approval regarding responsibility for the park and trail system within the project.

City of Rifle GIS

- Standard GIS submission requirements for parcels and utilities apply to this project. GIS will assign addresses at final plat approval. Requested GIS information shall be submitted as part of Final Plat.

City of Rifle Engineering

Streets:

1. Both the existing and new Government Creek bridges need stamped structural plans.
2. Pavement design will be needed for the Acacia Avenue extension
3. An engineer's confirmation that the previous traffic study works with the proposed modifications
    a. The previous study shall then be submitted
4. It is recommended that the internal roadways remain private

Storm:

1. Not reviewed at this point
    a. A drainage report will be needed, sizing onsite detention

Sewer/Water

2. Not reviewed at this point

City of Rifle Utilities

Will provide comments with preliminary plan submittal

Colorado River Fire Rescue

CRFR doesn't see any issues with roads, parking , and the buildings.
A couple of requirements, the subdivision will need to meet 2015 IFC requirements for roads and water supply-hydrants.
This subdivision may fall into the new State Wildfire Code and buildings may need to be built to both building and defensible space requirements of the new code.
Additional comments may be generated with final site plans.

RE-2 School District

No Comment

Staff Comments

The proposed plan would add "missing middle" housing to Rifle's market which is seen as a demanded product per the recently adopted housing study and action plan, Rooted in Rifle. The Two Creeks development parcel has been designated for multi-family development since 2006. The proposed plan envisions the density at 202 units versus 177 units in the 2006 Sketch Plan approval. The density proposed is 9.6 du/ac which is well under the 12-30 du/ac recommended by the 2019 Comprehensive Plan. The annexation agreement from 2001 was tied to an approved plan from that time which does not now align with the 2019 Comprehensive Plan or the 2025 Housing Needs Assessment. The Acacia Avenue continuation will complete a vital street connection for

traffic circulation that has been a part of the Rifle Streets Plan since at least the 2003 City of Rifle Transportation Master Plan. The project is proposing a pedestrian connection from the site to the Raynard Ditch Trail above the project, ultimately connecting that trail to the Rifle Creek Trail.

FINDINGS

Pursuant to Section 16-5-280, the City shall consider the following criteria before approving a project (***staff comments shown in bold italics***):

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

   The proposal is following the process as described in the code.

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

   The adjacent neighborhood to the north is medium density residential and the low density to the west is buffered by steep slopes and open space. Property to the west is light industrial with county lands to the south. Multi-family housing is a positive buffer to the surrounding area.

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

   A diverse mix of multi-family housing types within this site is in alignment with the adopted 2019 Comprehensive Plan. This parcel falls within the City's Infill Fee Reduction Area which is in place to encourage infill development. The City's recently adopted housing study and action plan calls for additional "missing middle" housing within the City's undeveloped Tier 1 parcels.

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

   There are no anticipated adverse environmental effects. The proposed project does not substantially differ from the previously proposed and approved plans.

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

   The proposed density is lower than recommended in the Comprehensive Plan, which envisions high density residential in this area, however, the proposed density is compatible with the proposed site zoning, adjacent zoning, and surrounding land uses.

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

   It is anticipated that the proposed use will have no significant impact to the value of property and buildings within the surrounding area. The proposed

project would complete the connection of Acacia Avenue to Whiteriver Ave as well as connect the Raynard Ditch Trail to the Rifle Creek Trail which increases connectivity for the adjacent properties and neighborhoods.

7. Conformance of the proposal with the approval requirements concerning water and sewer tap availability for high-volume use requests pursuant to Section 13-4-120 of this Code, if applicable.

   Not applicable.

SKETCH PLAN APPEAL TO CITY COUNCIL

On December 09, 2025 the Rifle Planning and Zoning Commission voted 4-3 to deny the Two Creeks Sketch Plan and recommend denial of the MDR rezone to the City Council at their regularly scheduled meeting. A public hearing was held, and public comment was given both for and against the project itself as well as in opposition to Acacia Avenue extension to Whiteriver Ave and potential traffic congestion of the latter.

The applicant submitted a letter of appeal on December 22, 2025 for the Sketch Plan to be considered directly by the City Council. Per their attached letter of appeal, the applicant feels that the project, as depicted in the Sketch Plan is “directly in line with, and informed by the City of Rifle’s current guiding documents and land use code”.

The Rifle Municipal Code contains the following in regards to appeals of Planning Commission decisions to City Council:

Sec. 16-5-300. - Review of Planning Commission decision.

(a) Appeal of Planning Commission decision. Decisions by the Planning Commission may be appealed by any interested party to the City Council by filing a written appeal within fourteen (14) days following the Planning Commission decision. Appeals of Planning Commission decisions will be considered by the City Council at a public hearing after proper notice of the public hearing is provided pursuant to Section 16-1-50 of this Chapter. The City Council may, by a two-thirds vote of the Council Members present and voting at the public hearing, modify or add conditions to the decision of the Planning Commission, or deny the application. In the case of denial of an application by the Planning Commission, the City Council may overrule such denial by recorded vote of not less than two-thirds (?) of the entire City Council.

(Prior code 17.05.380; Ord. 4 §1, 2005)

The applicant has submitted their appeal within the timeline outlined above, a public hearing has been scheduled, and notice has been provided as prescribed.

STAFF RECOMMENDATION

Staff recommends that the City Council APPROVE Annexation Agreement Amendment, Rezone (2025-033) and Sketch Plan Appeal (2025-034), with the following conditions:

1. All representations made by the Applicant in the application and during the public hearing shall be conditions of approval unless specifically altered by the Planning Commission.

2. The applicant shall resolve all referral comments as part of the preliminary plan submittal to the satisfaction of the City of Rifle and outside reviewing agencies.

3. The applicant shall provide GIS information before the Final Plat is recorded.

jv DeSousa LLC
ARCHITECTURE | PLANNING

Two Creeks Sketch Plan, Rezoning and Annexation Amendment

1910 Seventh Street, Third Floor, Boulder, Colorado 80302 tel 720.301.0500 **jv@jvdesousa.com**

Friday, October 31, 2025

Zach Higgins, AICP
Community Development Director
City of Rifle
202 Railroad Ave.
Rifle, CO 81650

Purpose

This narrative and accompanying exhibits are for the application for sketch subdivision plan, rezoning and an amendment to the Arnold Annexation Agreement on the site described as follows:

> **Section: 9 Township: 6 Range: 93 TRACT 1, HABLUTZEL EXEMPTION, AS PER AMENDED LOT LINE ADJUSTMENT PLAT RECEPTION NO. 969927 21.364 ACRES (plat shown in exhibit A)**

The purpose of the application for rezoning is to remove the MDR/PUD and LDR/PUD put in place at the time of annexation and rezone to the underlaying MDR zoning designation, allowing the density identified in the 2019 Rifle Comprehensive Plan.

The purpose of the application for an amendment to the Arnold Annexation Agreement is to remove the density restrictions identified in the agreement that are specific to the 2000 sketch subdivision plan, which has since expired. The density restrictions are described in section 4 in reference to the expired sketch plan and in section 8 in reference to the MDR/PUD and LDR/PUD. Additional language, that is no longer relevant, will be amended in order to provide a path for new development to meet the goals stated in the City's comprehensive plan.

Project Overview

The project scope is the development of the ~21 acre site located at 1820 Whiteriver Ave for multi-family rental units with a wide variety of unit types and densities. The site is surrounded by existing trails and public amenities such as the Rifle Metro Pool and Park, emergency services and the local grocery store, making it an ideal infill site to meet some of Rifle's most critical housing needs. The site was identified in the 2019 Rifle Comprehensive Plan for a high density residential development, in which the goal density range is 12-30 units per acre. The project is proposing 202 units on 16.37 acres of developable land, with a total site density of 12.3 units per acre.

Government Creek and Rifle Creek run both parallel to and through the site. The proposed concept uses these natural features to drive site organization and divide the site into three distinct development areas identified below.

The area proposed with the highest density is on the western portion of the site, closest to the Rifle Creek Path and farthest away from existing single family homes. This area will contain apartments ranging from one to three bedrooms in a series of two and three story structures. The use of a third story will be minimal and strategically placed away from existing single family homes.. The third story will also step back from the face of the structure to make the buildings appear smaller from ground level and respect the scale of adjacent buildings in Rifle. Parking needs are met through “tuck-under” parking on the ground floor and surface parking spaces, both on and off street.

The second development area is along Rifle Creek, in the middle of the site. This area will include townhomes along the meandering boundary of the creek and a public park. The townhomes, primarily two and three bedrooms, will be two stories tall and include a garage with a driveway/off-street parking space. This smaller scale typology provides a buffer between the larger scale apartments and lowest density duplex and triplexes.

The third development area is on the east side, across Rifle Creek. This area presents challenges in both topography and access. This area is being proposed as the lowest density, given these challenges and it’s proximity to the single family neighborhood to the North and East. The area could include up to 25 total housing units, in the form of duplexes and triplexes. A large open space takes up the remaining Southern portion of this area with a pedestrian trail connecting to the Raynard Ditch Trail. The development for this area could potentially produce both for rent and/or for sale options. The intent of the concept shown in this sketch plan is to establish a top end of total units and the process for development will be explored during subsequent phases of the subdivision process.

The natural flood areas along Rifle Creek and Government Creek are to be dedicated as public space. These spaces will include soft surface trails, providing safe pedestrian and cycling connections to the existing Rifle Creek Trail and Raynard Ditch Trail by helping diverting foot traffic off of Acacia Ave and other adjacent neighborhood streets.

Acacia Ave will be extended to Whiteriver Ave as a part of the project. Right of Ways will be dedicated as generally depicted on the sketch plan in exhibit C. The proposed project includes a ROW dedicated for a connection to 18th Street, this would allow the City of Rifle to complete that connection in the future. In the interim, the project proposes a temporary pedestrian connection to the Rifle Creek Trail within the ROW as a part of this development.

Rifle Comprehensive Plan Objectives

The 2019 Rifle Comprehensive Plan defines the high density residential development zones with a goal of 12-30 units/acre. The housing types identified in the plan are a mix of apartments and condo buildings, townhomes, duplexes and small homes. Zones identified for high density are CBD, MDR-X and MDR.

The proposed sketch plan provides three of the four different housing types identified in the comprehensive plan. Density within each zone reflects the variety of those housing types while also providing an overall density within the range set for high density residential development areas. This

balanced density approach will provide housing for a range of different incomes and lifestyles on a site that is close to a wide variety of amenities.

Connection is a core design principle for the project. The adjacency to existing pedestrian trails led the design team to layout the structures around several new pedestrian walking trails that will provide different options on how new and existing community members can move across the site, towards downtown and other trail networks. The completion of Acacia Ave and a ROW dedication for a future continuation of 18th street provides better access for this project and the neighborhood to the North.

Request to Approve Alternative to Standards

The proposed project requests approval for an alternative to the parking standards from the Planning Director per Sec. 16-7-90 (3) of the Rifle Municipal Code.

The proposed alternative is an allowance to count the on-street parking, within the ROW, adjacent the apartment structures toward the projects off-street parking requirements. When the on-street spaces are included, the project provides all uncovered, covered and guest parking as required by the zoning standards. This alternative allows the project to meet the Rifle Comprehensive Plan's minimum density goals while still providing the total number of parking spaces needed.

Exhibits

Exhibit A Letter of Authorization

Exhibit B Amended Lot Line Adjustment Plat (RECEPTION NO. 969927)

Exhibit C Vicinity Plan

Exhibit D Sketch Plan

Exhibit E Site Sections and Massing

Exhibit F Title Commitment

Exhibit G Name and addresses of owners within 200'

Exhibit A

Letter of Authorization

October 22, 2025

Zach Higgins, AICP
Community Development Director
City of Rifle
202 Railroad Ave.
Rifle, CO 81650

Re: ~~1820~~ TBD W.R. White River Avenue ("Two Creeks" / "Arnold Annexation") – Annexation Amendment, Rezoning and Sketch Plan Review Authorization to Represent

Dear Mr. Higgins:

RIFLE CREEKSIDE ESTATES LLC is the sole owner of the property at 1820 White River Avenue, Rifle, CO. 81650. This letter is to serve as authorization by the Rifle Creekside Estates LLC for Headwaters Housing Partners and jv DeSousa LLC | Architecture + Planning to represent and submit an amendment to the Arnold Annexation Agreement, application for rezoning, and application for sketch plan review and approval. The aforementioned entities are also authorized to conduct all proceedings for the amendment and applications for the subject property with the legal description generally described as follows:

Section: 9 Township: 6 Range: 93 TRACT 1, HABLUTZEL EXEMPTION, AS PER AMENDED LOT LINE ADJUSTMENT PLAT RECEPTION NO. 969927 21.364 ACRES

Please feel free to contact me if you have any further questions regarding this authorizing letter.

Sincerely yours,

Wayne Pollard

Date: 10/29/2025

Wayne Pollard, Manager
RIFLE CREEKSIDE ESTATES LLC
6448 COUNTY ROAD 233
SILT CO 81652

STATE OF COLORADO)
) ss.
COUNTY OF Garfield)

Acknowledged, subscribed, and sworn to before me this 29th day of October, 2025, by Angela Rhae Marsh.

WITNESS my hand and official seal.

My Commission expires: June 30, 2029.

Angela Rhae Marsh
Notary Public

ANGELA RHAE MARSH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214026448
MY COMMISSION EXPIRES JUNE 30, 2029

Colorado Secretary of State

ID#: 20031331508
Document #: 20251852690
Filed on: 08/02/2025 12:01:51 PM
Paid: $25.00

Periodic Report

filed pursuant to §7-90-301, et seq. and §7-90-501 of the Colorado Revised Statutes (C.R.S)

The entity name is RIFLE CREEKSIDE ESTATES LLC

The entity ID Number is 20031331508

Jurisdiction under the law of which the entity was formed or registered is

Colorado

The principal office street address is

6448 County Road 233
Silt CO 81652
US

The principal office mailing address is

6448 County Road 233
Silt CO 81652
US

The name of the registered agent is WAYNE HOWARD POLLARD

The registered agent's street address is

6448 County Road 233
Silt CO 81652
US

The registered agent's mailing address is

6448 County Road 233
Silt CO 81652
US

The person above has agreed to be appointed as the registered agent for this entity.

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

Wayne Pollard
6448 County Road 233
Silt Colorado CO 81652
US

Document Processing Fee
If document is on paper: $25.00
If document is filed electronically: Currently Not Available
Fees are subject to change.
For electronic filing and to obtain copies of filed documents visit www.sos.state.co.us
Deliver paper documents to:
Colorado Secretary of State
Business Division
1560 Broadway, Suite 200
Denver, CO 80202-5169
Paper documents must be typed or machine printed.

20051013371 M
$ 25.00
SECRETARY OF STATE
01-10-2005 12:43:33
ABOVE SPACE FOR OFFICE USE ONLY

Statement of Change

filed pursuant to §7-90-301, et seq. and §7-90-305.5 or §7-90-604 or §7-90-701 or §7-90-702 or §7-90-705 or §7-90-804 of the Colorado Revised Statutes (C.R.S)

ID number: 20031331508

1. Entity name:

Rifle Creekside Estates LLC

2. True name:
(if different from the entity name)

Complete lines 3 - 15 as applicable. You must complete line 16.

3. Resignation of registered agent of record:

Date on which agent resigned: 12/16/2004 *(mm/dd/yyyy)*

Registered agent: (if an individual)

Bennett	Michael	A	
(Last)	*(First)*	*(Middle)*	*(Suffix)*

OR (if a business organization)

Registered agent street address: 702 Traver Trail
(Street name and number)

Glenwood Springs	CO	81601
(City)	*(State)*	*(Postal/Zip Code)*

The person appointed as registered agent has delivered notice of the change to the entity at the principal office address of its principal office.

4. Appointment of new registered agent following resignation of registered agent of record:

Registered agent: (if an individual)

Pollard	Wayne		
(Last)	*(First)*	*(Middle)*	*(Suffix)*

OR (if a business organization)

The person appointed as registered agent in the document has consented to being so appointed.

Registered agent street address: 6448 County Road 233

(Street name and number)

Silt (City) CO (State) 81652 (Postal/Zip Code)

Registered agent mailing address:
(if different from above)

(Street name and number or Post Office Box information)

(City) (State) (Postal/Zip Code)

(Province – if applicable) (Country – if not US)

5. Change of registered agent name and/or address of record:

Registered agent: (if an individual)

(Last) (First) (Middle) (Suffix)

OR (if a business organization)

The person appointed as registered agent in the document has consented to being so appointed.

Registered agent street address:

(Street name and number)

CO

(City) (State) (Postal/Zip Code)

Registered agent mailing address:
(if different from above)

(Street name and number or Post Office Box information)

(City) (State) (Postal/Zip Code)

(Province – if applicable) (Country – if not US)

If the change is being effected by the registered agent, the following statement applies:

The person appointed as registered agent has delivered notice of the change to the entity at the principal office address of its principal office.

6. Change of principal office address of record:

New principal office
street address:

6448 County Road 233

(Street name and number)

Silt (City) CO (State) 81652 (Postal/Zip Code)

(Province – if applicable) (Country – if not US)

New principal office
mailing address:
(if different from above)

(Street name and number or Post Office Box information)

(City) (State) (Postal/Zip Code)

(Province – if applicable) *(Country – if not US)*

7. Document number: _____
(required for change(s) to 8, 9, 10, 11, and/or 12 below)

8. Change of entity name of record (LLP, art. 61 LLLP or foreign entity only):

New entity name:

_____

9. Change of true name of record (LLP, art. 61 LLLP, general partnership or foreign entity only):

New true name:

_____

10. Change of jurisdiction of formation of record (foreign entity only):

New jurisdiction of formation: _____

11. Change of entity form of record (foreign entity only):

New entity form: _____

12. Other change(s) not provided for above:

If other information contained in the filed document is being changed, mark this box ☐ and include an attachment stating the information to be changed and each such change.

If other information is being added or deleted, mark this box ☐ and include an attachment stating each addition or deletion.

13. Withdrawal of Statement of Registration of True Name: (if applicable, mark this box ☐)

14. Use of Restricted Words *(if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, make the applicable selection)*:

☐ "bank" or "trust" or any derivative thereof
☐ "credit union" ☐ "savings and loan"
☐ "insurance", "casualty", "mutual", or "surety"

15. *(Optional)* Delayed effective date: _____
(mm/dd/yyyy)

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

16. Name(s) and address(es) of the individual(s) causing the document

to be delivered for filing:

Goluba	Neil		
(Last)	*(First)*	*(Middle)*	*(Suffix)*

PO Box 931

(Street name and number or Post Office Box information)

Glenwood Springs	CO	81602
(City)	*(State)*	*(Postal/Zip Code)*

(Province – if applicable) *(Country – if not US)*

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box ☐ and include an attachment stating the name and address of such individuals.)

Disclaimer:

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.

ARTICLES OF ORGANIZATION
Form 400 Revised October 1, 2002
Filing fee: **$50.00**
Deliver to: Colorado Secretary of State
Business Division,
1560 Broadway, Suite 200
Denver, CO 80202-5169
This document must be typed or machine printed
Copies of filed documents may be obtained at www.sos.state.co.us

FILED
BONETTA DAVIDSON
COLORADO SECRETARY OF STATE
20031331508 H
$ 50.00
SECRETARY OF STATE
10-20-2003 15:06:16

ABOVE SPACE FOR OFFICE USE ONLY

Pursuant to § 7-80-203 and part 3 of article 90 of title 7, Colorado Revised Statutes (C.R.S.), these Articles of Organization are delivered to the Colorado Secretary of State for filing.

1. The name of the limited liability company is: Rifle Creekside Estates LLC

The name of a limited liability company must contain the term "limited liability company", "ltd. liability company", "limited liability co.", or "ltd. liability co." or the abbreviation "LLC" or "L.L.C." §7-90-601(3)[(c), C.R.S.

2. *If known,* The principal place of business of the limited liability company is:
3000 County Road 342, Silt, CO 81652

3. The name, and the business address, of the registered agent for service of process on the limited liability company are: Name Michael A. Bennett;
Business Address *(must be a street or other physical address in Colorado)*
3000 County Road 342, Silt, CO 81652
If mail is undeliverable to this address, ALSO include a post office box address:

4. a. *If the management of the limited liability company is vested in managers, mark the box*
☒ "The management of the limited liability company is vested in managers rather than members."
The name(s) and business address(es) of the initial manager(s) is(are):
Name(s) Rural Land Management Corp Business Address(es) 3000 County Road 342 Silt, CO 81652

or

b. *If management of the limited liability company is not vested in managers rather than members,*
The name(s) and business address(es) of the initial member(s) is(are):
Name(s) Business Address(es)

5. The (a) name or names, and (b) mailing address or addresses, of any one or more of the individuals who cause this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused, are: Nicholas W. Goluba, Goluba & Goluba P.C., 802 Grand Avenue, Suite 301, P.O. Box 931, Glenwood Springs, CO 81602

Causing a document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed or the act and deed of the entity on whose behalf the individual is causing the document to be delivered for filing and that the facts stated in the document are true.

Exhibit B

Amended Lot Line Adjustment Plat (RECEPTION NO. 969927)

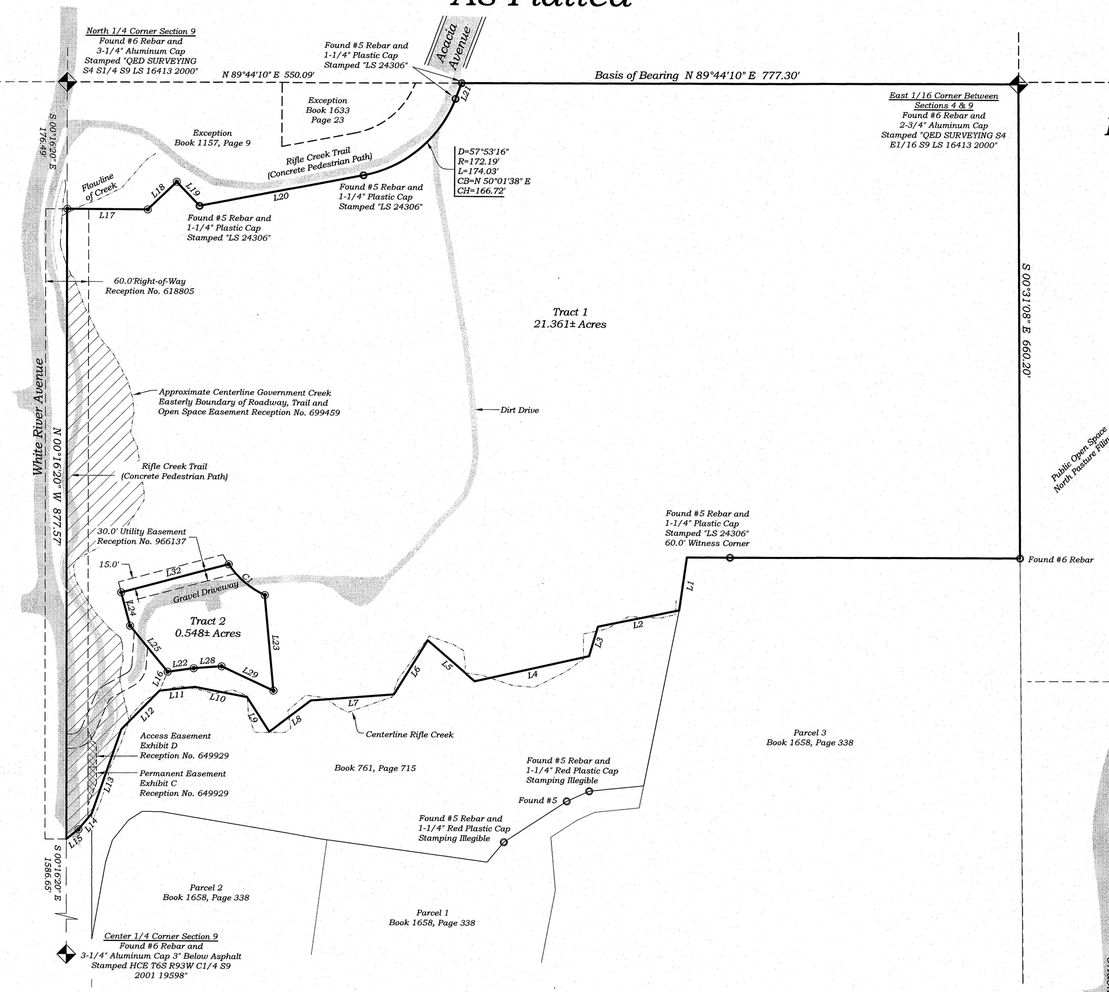
Amended Lot Line Adjustment Plat

HABLUTZEL EXEMPTION

Parcels of Land Situate in the NW1/4 of the NE1/4 of Section 9, Township 6 South, Range 93 West of the 6th P.M.

City of Rifle, County of Garfield, State of Colorado

As Platted



LEGEND

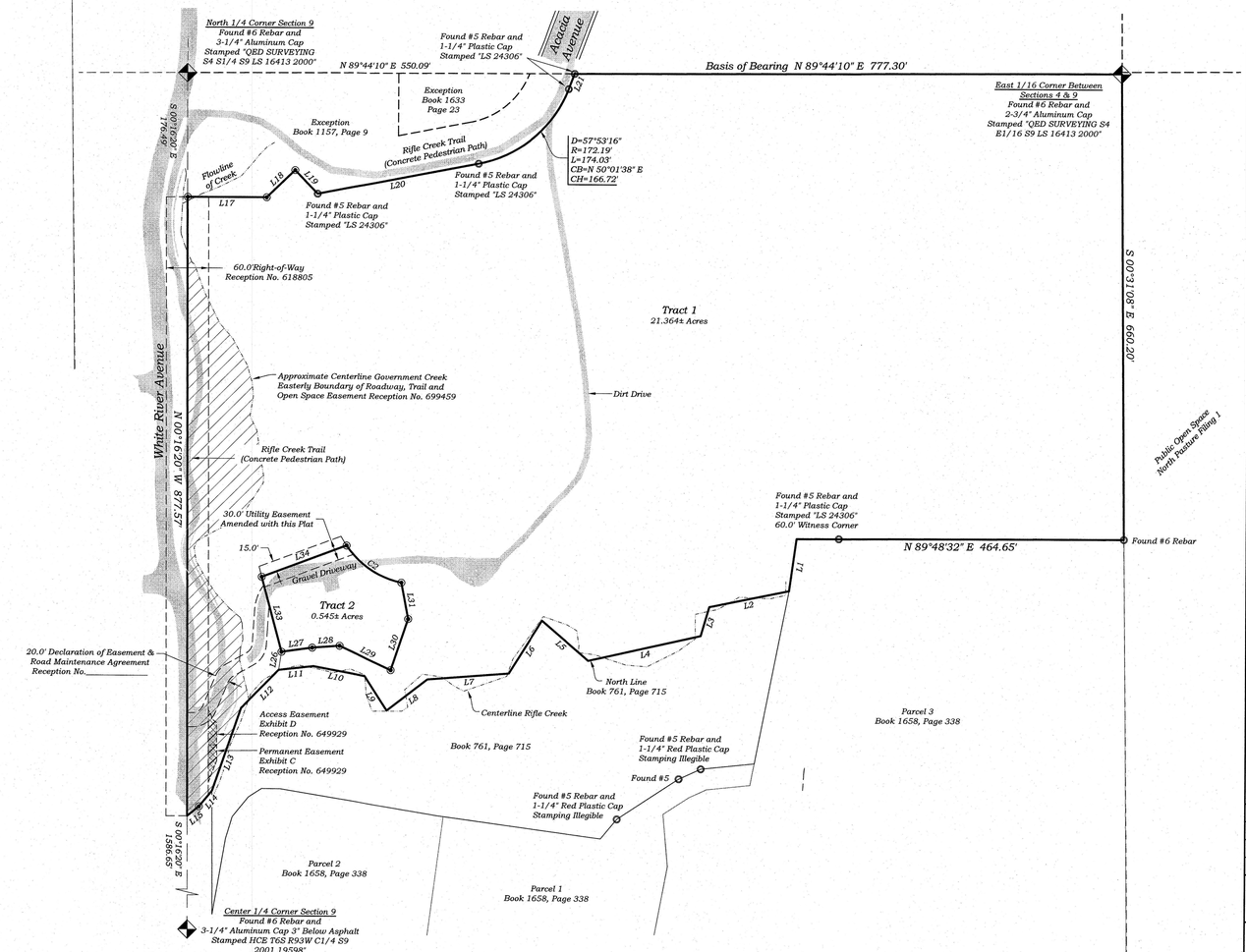
Found/Set 18" #5 Rebar and 1-1/4" Orange Plastic Cap Stamped "PROP CORNER PLS 36572"

Roadway, Trail & Open Space Easement Reception No. 699459

LINE	BEARING	DISTANCE
L1	N 07°56'38" E	74.51'
L2	N 78°22'00" E	115.58'
L3	N 16°20'09" E	42.83'
L4	N 27°14'02" E	163.63'
L5	S 49°24'36" E	86.91'
L6	N 31°52'55" E	89.05'
L7	N 85°23'23" E	115.93'
L8	N 52°25'26" E	72.84'
L9	S 33°00'18" E	57.53'
L10	S 79°25'37" E	74.19'
L11	N 83°37'49" E	49.45'
L12	N 44°23'57" E	76.03'
L13	N 19°03'13" E	124.50'
L14	N 39°46'16" E	28.79'
L15	S 50°54'57" W	21.46'
L16	N 22°33'00" E	28.82'
L17	N 90°00'00" E	112.47'
L18	S 45°59'23" W	55.86'
L19	N 44°00'38" W	46.27'
L20	S 78°58'16" W	232.63'
L21	S 21°05'00" W	23.45'
L22	N 81°56'58" E	36.73'
L23	N 05°30'25" W	133.75'
L24	S 15°23'01" E	47.89'
L25	S 39°30'36" E	89.92'
L26	N 08°27'38" E	25.88'
L27	S 81°56'58" W	44.05'
L28	S 85°43'42" W	38.91'
L29	N 65°08'06" W	80.01'
L30	S 18°35'39" W	76.73'
L31	S 10°52'37" E	52.37'
L32	S 75°00'36" W	155.02'
L33	S 15°03'42" E	110.19'
L34	N 69°31'31" E	128.27'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	125.00'	67.05'	66.25'	S 49°51'53" E	30°44'02"
C2	125.00'	95.97'	93.63'	S 56°29'14" E	43°59'19"

As Amended



0 100 200 300

SCALE: 1"=100'

REVISION	DESCRIPTION
1/13/2022	PRINT MYLAR

BOOKCLIFF Survey Services, Inc.
146 East 2nd Street
Rifle, Colorado 81650
Ph. (970) 625-1330
Fax (970) 625-2773

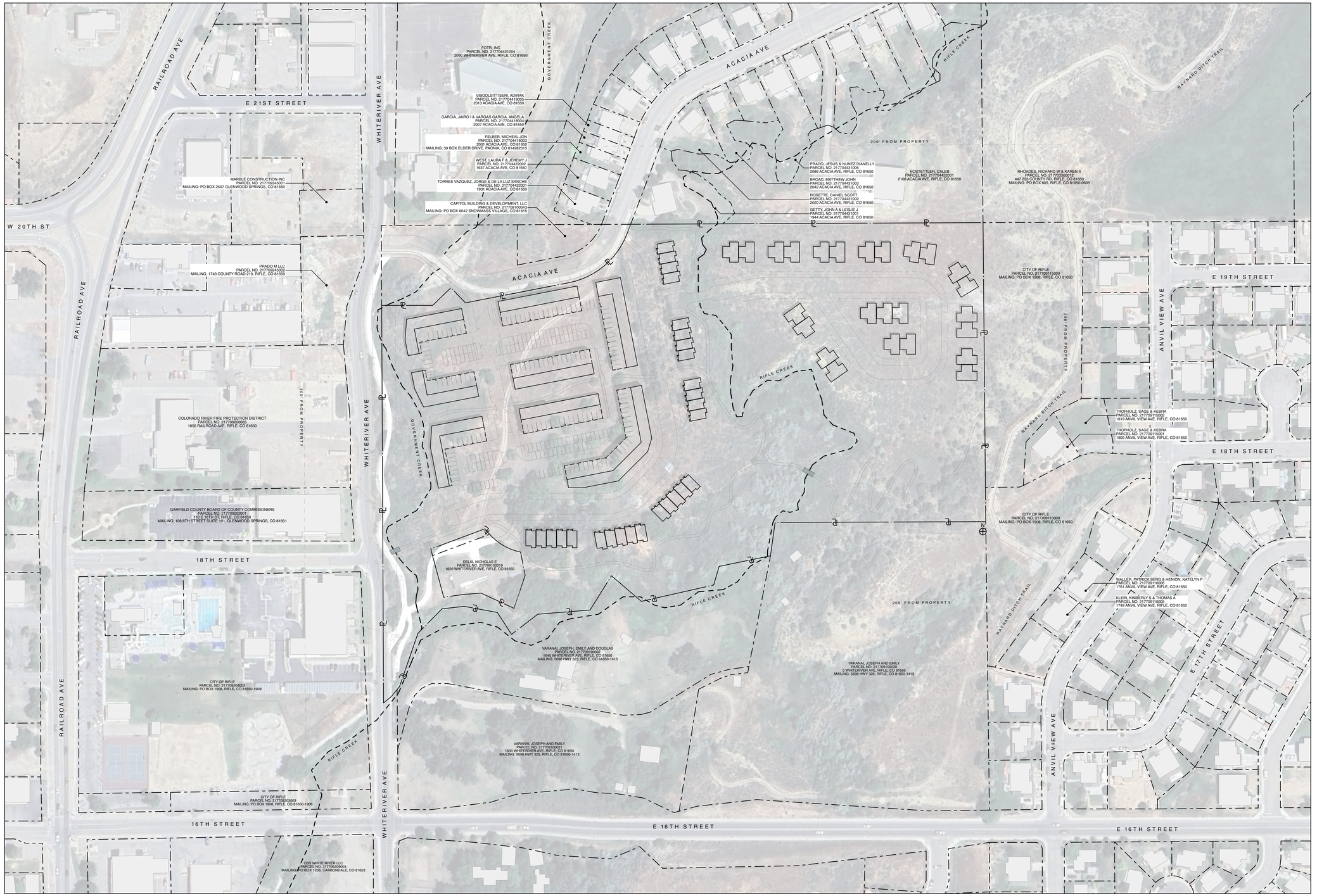
AMENDED LOT LINE ADJUSTMENT PLAT
HABLUTZEL EXEMPTION

RIFLE CREEKSIDE ESTATES, LLC
6448 COUNTY ROAD 233
SILT, CO 81652

FILE:	LLA
DFT.	TL
CK.	MJL
DATE:	3/31/21
PROJECT NO.	21049-01
SHEET	2
OF	2

Exhibit C

Vicinity Plan



NOTE: LOCATIONS OF OFFSITE PROPERTY LINE, STRUCTURES, CREEK FLOW LINES, ROADS, TRAILS AND UTILITIES ARE APPROXIMATE. CITY OF RIFLE GIS MAPS USED TO LOCATE ALL OFF SITE LINEWORK.

1 SP1 Vicinity Plan

SCALE: 1" =100'

0 50' 100' 200'

ivD

ivD LLC
1910 7th Street, Third Floor
Boulder, Colorado 80302
720.301.0500
jv@jvdesousa.com

All contents of this document expresses design intent only. FInal engineering and fabrication shall remain the responsibility of the contractor or fabricator. All ideas, designs, arrangements and plans indicated or presented by these drawings are the property of the Architect, and were created for use in connection with the specified project.

Two Creeks
1820 WHITE RIVER AVE
RIFLE COLORADO 81650

Drawing Set: Sketch Plan
First Issued Date: DRAFT

revisions:

drawing title
Vicinity Plan

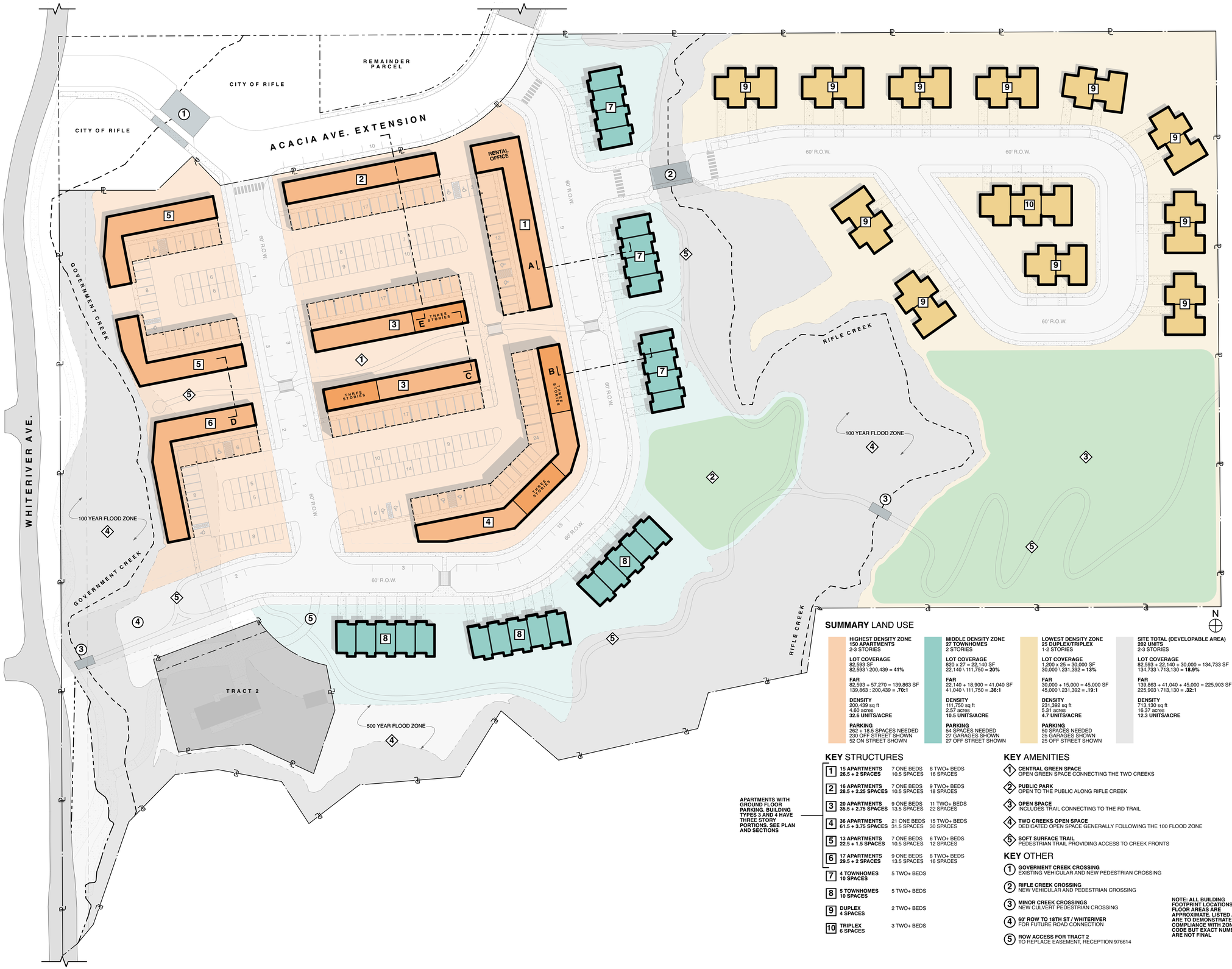
drawing scale AS NOTED

drawing number

SP1

Exhibit D

Sketch Plan



SUMMARY LAND USE

HIGHEST DENSITY ZONE
150 APARTMENTS
2-3 STORIES

LOT COVERAGE
82,593 SF
82,593 \ 200,439 = **41%**

FAR
82,593 + 57,270 = 139,863 SF
139,863 : 200,439 = **.70:1**

DENSITY
200,439 sq ft
4.60 acres
32.6 UNITS/ACRE

PARKING
262 + 18.5 SPACES NEEDED
230 OFF STREET SHOWN
52 ON STREET SHOWN

MIDDLE DENSITY ZONE
27 TOWNHOMES
2 STORIES

LOT COVERAGE
820 x 27 = 22,140 SF
22,140 \ 111,750 = **20%**

FAR
22,140 + 18,900 = 41,040 SF
41,040 \ 111,750 = **.36:1**

DENSITY
111,750 sq ft
2.57 acres
10.5 UNITS/ACRE

PARKING
54 SPACES NEEDED
27 GARAGES SHOWN
27 OFF STREET SHOWN

LOWEST DENSITY ZONE
25 DUPLEX/TRIPLEX
1-2 STORIES

LOT COVERAGE
1,200 x 25 = 30,000 SF
30,000 \ 231,392 = **13%**

FAR
30,000 + 15,000 = 45,000 SF
45,000 \ 231,392 = **.19:1**

DENSITY
231,392 sq ft
5.31 acres
4.7 UNITS/ACRE

PARKING
50 SPACES NEEDED
25 GARAGES SHOWN
25 OFF STREET SHOWN

SITE TOTAL (DEVELOPABLE AREA)
202 UNITS
2-3 STORIES

LOT COVERAGE
82,593 + 22,140 + 30,000 = 134,733 SF
134,733 \ 713,130 = **18.9%**

FAR
139,863 + 41,040 + 45,000 = 225,903 SF
225,903 \ 713,130 = **.32:1**

DENSITY
713,130 sq ft
16.37 acres
12.3 UNITS/ACRE

KEY STRUCTURES

1	**15 APARTMENTS** **26.5 + 2 SPACES**	7 ONE BEDS 10.5 SPACES	8 TWO+ BEDS 16 SPACES
2	**16 APARTMENTS** **28.5 + 2.25 SPACES**	7 ONE BEDS 10.5 SPACES	9 TWO+ BEDS 18 SPACES
3	**20 APARTMENTS** **35.5 + 2.75 SPACES**	9 ONE BEDS 13.5 SPACES	11 TWO+ BEDS 22 SPACES
4	**36 APARTMENTS** **61.5 + 3.75 SPACES**	21 ONE BEDS 31.5 SPACES	15 TWO+ BEDS 30 SPACES
5	**13 APARTMENTS** **22.5 + 1.5 SPACES**	7 ONE BEDS 10.5 SPACES	6 TWO+ BEDS 12 SPACES
6	**17 APARTMENTS** **29.5 + 2 SPACES**	9 ONE BEDS 13.5 SPACES	8 TWO+ BEDS 16 SPACES
7	**4 TOWNHOMES** **10 SPACES**	5 TWO+ BEDS	
8	**5 TOWNHOMES** **10 SPACES**	5 TWO+ BEDS	
9	**DUPLEX** **4 SPACES**	2 TWO+ BEDS	
10	**TRIPLEX** **6 SPACES**	3 TWO+ BEDS	

APARTMENTS WITH GROUND FLOOR PARKING. BUILDING TYPES 3 AND 4 HAVE THREE STORY PORTIONS. SEE PLAN AND SECTIONS

KEY AMENITIES

1. **CENTRAL GREEN SPACE** — OPEN GREEN SPACE CONNECTING THE TWO CREEKS
2. **PUBLIC PARK** — OPEN TO THE PUBLIC ALONG RIFLE CREEK
3. **OPEN SPACE** — INCLUDES TRAIL CONNECTING TO THE RD TRAIL
4. **TWO CREEKS OPEN SPACE** — DEDICATED OPEN SPACE GENERALLY FOLLOWING THE 100 FLOOD ZONE
5. **SOFT SURFACE TRAIL** — PEDESTRIAN TRAIL PROVIDING ACCESS TO CREEK FRONTS

KEY OTHER

1. **GOVERMENT CREEK CROSSING** — EXISTING VEHICULAR AND NEW PEDESTRIAN CROSSING
2. **RIFLE CREEK CROSSING** — NEW VEHICULAR AND PEDESTRIAN CROSSING
3. **MINOR CREEK CROSSINGS** — NEW CULVERT PEDESTRIAN CROSSING
4. **60' ROW TO 18TH ST / WHITERIVER** — FOR FUTURE ROAD CONNECTION
5. **ROW ACCESS FOR TRACT 2** — TO REPLACE EASEMENT, RECEPTION 976614

NOTE: ALL BUILDING FOOTPRINT LOCATIONS AND FLOOR AREAS ARE APPROXIMATE. LISTED AREAS ARE TO DEMONSTRATE COMPLIANCE WITH ZONING CODE BUT EXACT NUMBERS ARE NOT FINAL

1 SP2 Sketch Plan

SCALE: 1" = 50'

0 20' 50' 100'

ivD

jvD LLC
1910 7th Street, Third Floor
Boulder, Colorado 80302
720.301.0500
jv@jvdesousa.com

All contents of this document expresses design intent only. FInal engineering and fabrication shall remain the responsibility of the contractor or fabricator. All ideas, designs, arrangements and plans indicated or presented by these drawings are the property of the Architect, and were created for use in connection with the specified project.

Two Creeks
1820 WHITE RIVER AVE
RIFLE COLORADO 81650

Drawing Set: Sketch Plan
First Issued Date: DRAFT

revisions:

drawing title
Sketch Site Plan

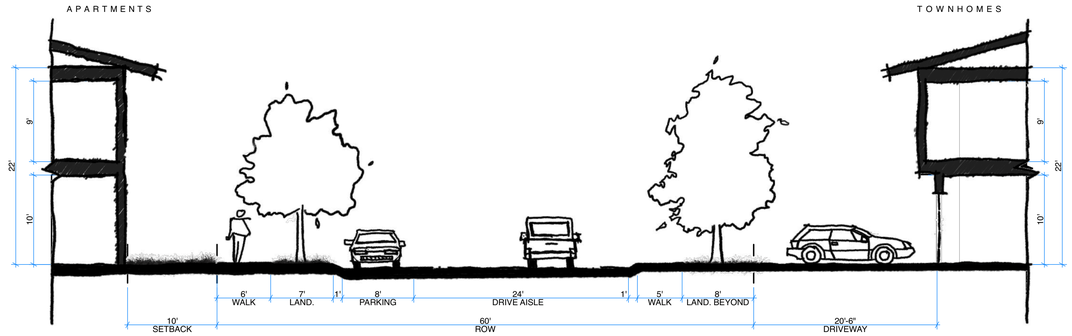
drawing scale AS NOTED

drawing number
SP2

Exhibit E

Site Sections and Massing

STREETSCAPE BETWEEN TWO STORY APARTMENTS AND TOWNHOMES

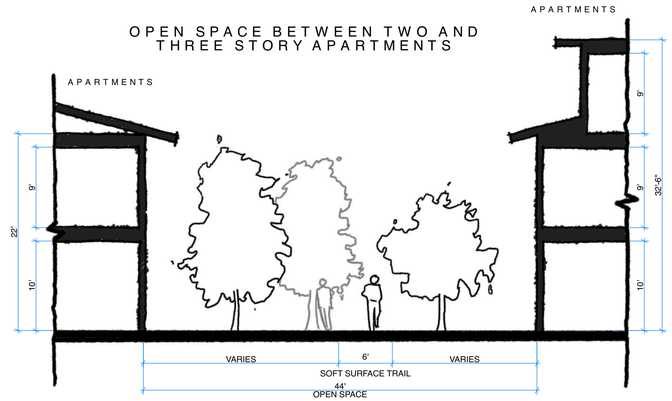


1 SP3 **Section A**

SCALE: 1/8" = 1'-0"

0 4' 8' 16'

OPEN SPACE BETWEEN TWO AND THREE STORY APARTMENTS

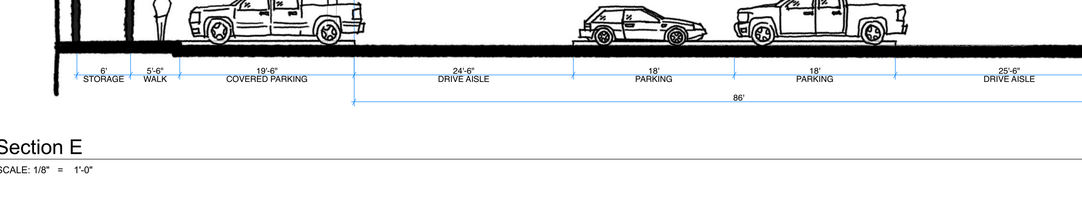


3 SP3 **Section C**

SCALE: 1/8" = 1'-0"

0 4' 8' 16'

STREETSCAPE BETWEEN TWO STORY APARTMENTS AND TOWNHOMES

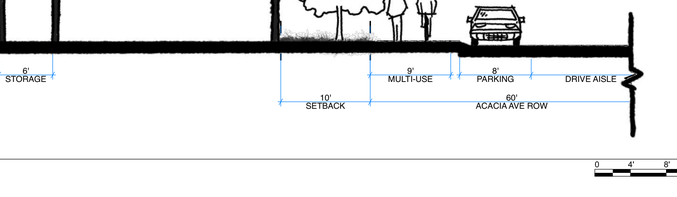


2 SP3 **Section B**

SCALE: 1/8" = 1'-0"

0 4' 8' 16'

OPEN SPACE BETWEEN TWO STORY APARTMENTS



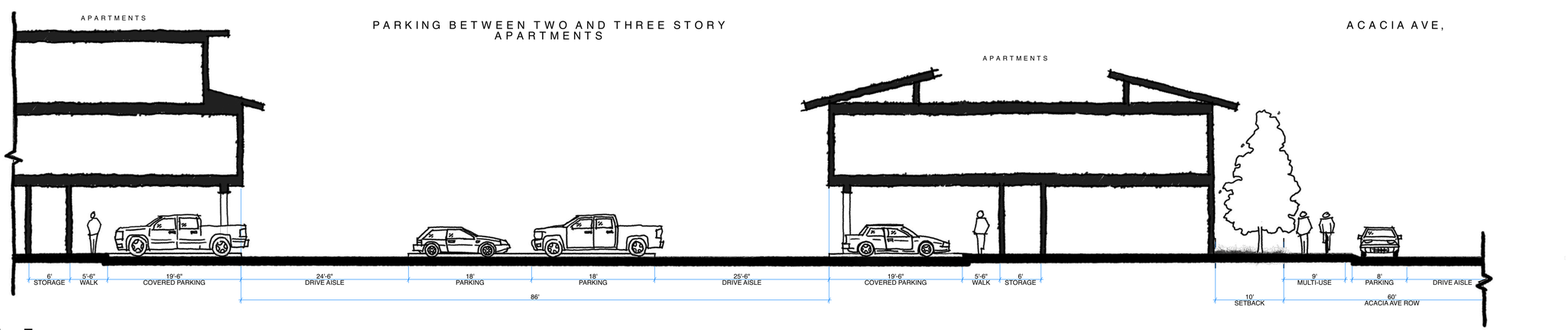
4 SP3 **Section D**

SCALE: 1/8" = 1'-0"

0 4' 8' 16'

PARKING BETWEEN TWO AND THREE STORY APARTMENTS

ACACIA AVE,



5 SP3 **Section E**

SCALE: 1/8" = 1'-0"

0 4' 8' 16'

jvD LLC
1910 7th Street, Third Floor
Boulder, Colorado 80302
720.301.0500
jv@jvdesousa.com

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Two Creeks
1820 WHITE RIVER AVE
RIFLE COLORADO 81650

Drawing Set: Sketch Plan
First Issued Date: DRAFT

revisions:

drawing title
Sketch Site Sections

drawing scale AS NOTED

drawing number

SP3

Exhibit F

Title Commitment

COMMONWEALTH TITLE COMPANY

Property Address: 1820-1 Whiteriver Avenue Rifle, CO
Order Number: 2022-02-32

Buyer
Headwaters Housing Partners, LLC
Delivery via: Secure Electronic Mail

Seller
Rifle Creekside Estates, LLC
Delivery via: Secure Electronic Mail

Selling Agent
Property Professionals
Wayne Pollard
Sarah Pace
wayne@pollardteam.com
Delivery via: Secure Electronic Mail

Listing Agent
Property Professionals
Wayne Pollard
Sarah Pace
wayne@pollardteam.com
Delivery via: Secure Electronic Mail

Closing Contacts Rifle Branch:

Denna Conwell
970.623.7505
denna@cwtrifle.com

Jolene Chavez
970.623.7506
jolene@cwtrifle.com

Closing Contacts Glenwood Branch:

Linda Gabossi
970.947.0900
linda@cwtrifle.com

Jolene Chavez
970-623-7506
jolene@cwtrifle.com

Exhibit G

Name and addresses of owners within 200’

Owner	Parcel No.	Physical Address	Mailing Address
CBS White River LLC	217709209003	1551 Whiteriver Ave	PO Box 1236, Carbondale, CO 81623
City of Rifle	217709203003		PO Box 1908, Rifle, CO 81650
City of Rifle	217709204002	195-201 18th & 200 16th	PO Box 1908, Rifle, CO 81650
Garfield County	217709202001	1800 Railroad Ave & 200 E 18th	108 8th St, Suite 101, Glenwood Springs, CO 81601
CO RFPD	217709200065	1850 Railroad Ave	1850 Railroad Ave, Rifle CO 81650
Prado M LLC	217709245002		1743 County Rd 210, Rifle CO 81650
Marble Construction INC	217709345001		PO Box 2597, Glenwood Springs, CO 81650
FOTR INC	217704421004	2090 Whiteriver Ave	2090 Whiteriver Ave, Rifle, CO 81650
Adirak Viboolsittiseri	217704418005	2013 Acacia Ave	2013 Acacia Ave, Rifle CO 81650
Jairo Garcia, Angela Vargas Garcia	217704418004	2007 Acacia Ave	2007 Acacia Ave, Rifle CO 81650
Micheal Jon Felber	217704418003	2001 Acacia Ave	39 Box Elder Drive, Paonia, CO 81428
Jeremy & Laura West	217704418002	1937 Acacia Ave	1937 Acacia Ave, Rifle CO 81650
Jorge & De La Luz Sanche Torres Vazquez	217704418001	1931 Acacia Ave	1931 Acacia Ave, Rifle CO 81650
Capitol Building and Development LLC	217709100043		PO Box 6042 Snowmass Village, CO 81615
John & Leslie Getty	217704431001	1944 Acacia Ave	1944 Acacia Ave, Rifle CO 81615
Daniel Scott Rosette	217704431002	2020 Acacia Ave	2020 Acacia Ave, Rifle CO 81615
Matthew John Broad	217704431003	2042 Acacia Ave	2042 Acacia Ave, Rifle CO 81615
Jesus and Nunez Dianelly Prado	217704431005	2086 Acacia Ave	2086 Acacia Ave, Rifle CO 81615
Caleb Hostettler	217704432001	2100 Acacia Ave	2100 Acacia Ave, Rifle CO 81615
Richard & Karen Rhoades	217703300012	447 233 County Rd	PO Box 605, Rifle, CO 81650
City of Rifle	217709115009		PO Box 1908, Rifle, CO 81650
City of Rifle	217709110009		PO Box 1908, Rifle, CO 81650
Sage & Kebra Trofholz	217709115002	1819 Anvil View Ave	1819 Anvil View Ave, Rifle CO 81650
Sage & Kebra Trofholz	217709115001	1805 Anvil View Ave	1805 Anvil View Ave, Rifle CO 81650
Patrick Waller & Katelyn Henion	217709110006	1761 Anvil View Ave	1761 Anvil View Ave, Rifle CO 81650
Kimberly & Thomas Klein	217709110005	1749 Anvil View Ave	1749 Anvil View Ave, Rifle CO 81650
Joseph & Emily Varanai	217709100020	0 Whiteriver Ave	5698 Hwy 325, Rifle CO 81650
Joseph & Emily Varanai	217709100021	1630 Whiteriver Ave	5698 Hwy 325, Rifle CO 81650
Joseph, Emily & Douglas Varanai	217709100002	1640 Whiteriver Ave	5698 Hwy 325, Rifle CO 81650

DEPARTMENT OF PLANNING & DEVELOPMENT
202 Railroad Avenue, Rifle, CO 81650
Phone: 970-665-6491

LAND USE APPLICATION FORM

Application Type (check all that apply):

□ Amended Plat	□ Lot line Rearrangement	□ Site Plan
□ Annexation	□ Minor Subdivision Sketch Plan	□ Text Amendment
□ Conditional Use	□ Outside City Water/Sewer	□ Vacation – Easement / Right-of-Way
□ Final Plat	□ Preliminary Subdivision Plan	□ Zoning Variance
□ Floodplain Development	□ Sketch Subdivision Plan	☑ Zoning Map Amendment
□ Lot line dissolution	□ Sketch – Preliminary Subdivision Plan	□ GIS System Integration

☑ Other (description): Annexation Agreement Amendment

Brief Description of Application(s)

This application is to change the property zoning from MDR PUD and LDR PUD to and MDR zoning Designation, and to amend the annexation agreement to remove the forementioned PUD and allow the density set forth in the Rifle comprehensive plan and the accompanying sketch subdivision plan for this property.

Property Information

Owner(s) (Name): RIFLE CREEKSIDE ESTATES LLC (Wayne Pollard)

Property Address: 1820 Whiteriver Ave

Parcel ID number: 217709100016, 217709100019

Legal Description *(attach additional sheet if necessary)*: attached

Access to Property: Accessed from the Acacia ROW that is to be extended to whiteriver as a part of this developement

Instructions for Submittal

- **Original applications with original signatures must be provided.**
- In addition to this application, all information on the supplemental checklist must be submitted.
- Incomplete applications **will not be accepted** and will delay processing.
- Initially, one copy of each document may be submitted to the Planning Department for review. When the documents are deemed adequate, additional copies as required by the Planning Department shall be submitted.
- All documents, plans, plats, etc. shall be no larger than 8 1/2" x 14" in size or folded to that or a smaller size.
- The property owner **must** fill out the Owner Affidavit in presence of notary.

STAFF USE ONLY

Pre-app conference: _____ (date)
Application received: _____ (date)
Application complete: _____ (date)
Case Number: _____
Fees: _____
Case Name: _____
Deposits: _____
Paid: _____ (date)
Referrals sent _____ (date)

Project Team Information (fill in all that apply) *(add additional sheets if needed)*:

Property Owner(s) Name: Wayne Pollard **Phone:** 970.379.2506

Company: RIFLE CREEKSIDE ESTATES LLC **Fax:**

Address 6448 COUNTY ROAD 233 SILT CO 81652 **Email:** wayne@pollardteam.com

Authorized Rep. Name: Adam Roy **Phone:** 970.274.0890

Company: Headwaters Housing Partners **Fax:**

Address 625 East Main Street, Ste. 102B, PMB 139 Aspen, CO 81611 **Email:** adam@headwatershp.com

Engineer/Designer(s) Name: Aaron Ladner **Phone:** 256-679-1138

Company: jv DeSousa Architecture and Planning **Fax:**

Address: 1910 7th Street, Third Flr., Boulder, CO 80302 **Email:** aaron@jvdesousa.com

Billable Party: ☐ Owner ☒ Representative ☐ Engineer

The Billable Party, by signing below, hereby agrees to reimburse the City the actual costs to the City for engineering, surveying, and legal services rendered in connection with the review of the Application. The Billable Party shall also reimburse the City for the cost of making any corrections or additions to the master copy of the official City map and for any fees for recording any plats and accompanying documents with the County Clerk and Recorder of Garfield County. The Billable Party agrees that 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, 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.

Headwaters Housing Partners LLC
Company (printed)

Adam Roy
Contact Name (printed)

625 East Main Street, Ste. 102B, PMB 139 Aspen, CO 81611
Address

adam@headwatershp.com
Email

970.274.0890
Phone

Fax

Signature

Type of Identification

County of Pitkin)

State of Colorado)

Sworn to and subscribed before me this 30th day of October (fill in month), 2025 (fill in year)

By Adam Roy
(Contact name printed)

Witness my hand and official seal.

Notary Public

My Commission expires 9/16/2029

Notary Seal

MELISALYN MILLER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20254034921
MY COMMISSION EXPIRES 09/16/2029

Disclosure of Property Ownership

- ☐ If owner is an individual, indicate name exactly as it appears on the deed.
- ☒ If owner is a corporation, partnership, limited partnership, or other business entity, name principals on a separate page. Please include the articles of organization, partnership agreement, etc., as applicable.
- ☐ If owner is a land trust, name beneficiaries on a separate page.
- ☐ If applicant is a lessee, indicate the owner(s) on a separate page.
- ☐ If applicant is a contract purchaser, attach a copy of the contract, and indicate the owner(s) on a separate page.

Please provide the name(s), mailing address(es), street address(es), and phone number(s) for all owners.

Property Owner Affidavit

I/We, See attached Letter of Authorization, being first duly sworn, depose and state under penalties of perjury that I am (we are) the owner(s) of the property described herein and which is the subject of the application and proposed hearings; that all answers provided to the questions in this application, and all sketches, data, and all other supplementary matter attached hereto and made part of this application, are honest and true to the best of my (our) knowledge and belief. I (we) understand that this application must be complete and accurate prior to a hearing being scheduled. I (we) authorize City staff to visit the site as necessary for proper review of this application. I (we) further acknowledge that until paid, ALL LAND USE APPLICATION FEES, INCLUDING FEES FOR PROFESSIONAL REVIEW SERVICES, SHALL BECOME AND REMAIN A FIRST AND PERPETUAL LIEN ON OR AGAINST THE SUBJECT PREMISES PURSUANT TO RMC §16-1-60(e).

(If there are any special conditions such as guard dogs, locked gates, restricted hours, etc., please give the name and phone number of the person(s) who can provide access to the site.)

Name (printed)	Name (printed)
Address	Address
Phone	Phone
Fax	Fax
Signature	Signature

Type of Identification

County of _____)

State of _____)

Sworn to and subscribed before me this _____ day

of _____, _____.
(fill in month) (fill in year)

By _____
(name printed)

Witness my hand and official seal.

_____
Notary Public

My Commission expires: _____

Notary Seal

Authorized Representative

I/We (Owners *name*) See attached Letter of Authorization authorize
(Representative *name*) _____ to act
as my/our representative in any manner regarding this application, to answer questions and to represent me/us at any meeting and public hearing(s) which may be held on this application.

NOTE: All correspondence will be sent to the authorized representative. It will be the representative's responsibility to keep the owner(s) adequately informed as to the status of the application.

_____ Property Owner (Name printed)	Adam Roy Representative (Name printed)
_____ Company (Name printed)	Headwaters Housing Partners Company (Name printed)
_____ Address (printed)	625 E Main St. Ste. 102b, PMB 139 Aspen CO 81611 Address (printed)
_____ Phone w/Area Code (printed)	970.274.0890 Phone w/Area Code (printed)
_____ e-Mail Address (printed)	adam@headwatershp.com e-Mail Address (printed)
_____ Fax w/Area Code (printed)	_____ Fax w/Area Code (printed)
_____ Signature	_____ Signature

_____
Type of Identification

County of Pitkin)

State of Colorado)

Sworn to and subscribed before me this 30th day

of October (fill in month), 2025 (fill in year).

By Adam Roy
(name printed)

Witness my hand and official seal.

_____
Notary Public

My Commission expires: 9/16/2029

Notary Seal

MELISALYN MILLER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20254034921
MY COMMISSION EXPIRES 09/16/2029

October 22, 2025

Zach Higgins, AICP
Community Development Director
City of Rifle
202 Railroad Ave.
Rifle, CO 81650

Re: ~~1820~~ TBD W.R. White River Avenue ("Two Creeks" / "Arnold Annexation") – Annexation Amendment, Rezoning and Sketch Plan Review Authorization to Represent

Dear Mr. Higgins:

RIFLE CREEKSIDE ESTATES LLC is the sole owner of the property at 1820 White River Avenue, Rifle, CO. 81650. This letter is to serve as authorization by the Rifle Creekside Estates LLC for Headwaters Housing Partners and jv DeSousa LLC | Architecture + Planning to represent and submit an amendment to the Arnold Annexation Agreement, application for rezoning, and application for sketch plan review and approval. The aforementioned entities are also authorized to conduct all proceedings for the amendment and applications for the subject property with the legal description generally described as follows:

Section: 9 Township: 6 Range: 93 TRACT 1, HABLUTZEL EXEMPTION, AS PER AMENDED LOT LINE ADJUSTMENT PLAT RECEPTION NO. 969927 21.364 ACRES

Please feel free to contact me if you have any further questions regarding this authorizing letter.

Sincerely yours,

Wayne Pollard

Date: 10/29/2025

Wayne Pollard, Manager
RIFLE CREEKSIDE ESTATES LLC
6448 COUNTY ROAD 233
SILT CO 81652

STATE OF COLORADO)
) ss.
COUNTY OF Garfield)

Acknowledged, subscribed, and sworn to before me this 29th day of October, 2025, by Angela Rhae Marsh.

WITNESS my hand and official seal.

My Commission expires: June 30, 2029.

Angela Rhae Marsh
Notary Public

ANGELA RHAE MARSH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214026448
MY COMMISSION EXPIRES JUNE 30, 2029

Colorado Secretary of State

ID#: 20031331508
Document #: 20251852690
Filed on: 08/02/2025 12:01:51 PM
Paid: $25.00

Periodic Report

filed pursuant to §7-90-301, et seq. and §7-90-501 of the Colorado Revised Statutes (C.R.S)

The entity name is RIFLE CREEKSIDE ESTATES LLC

The entity ID Number is 20031331508

Jurisdiction under the law of which the entity was formed or registered is

Colorado

The principal office street address is

6448 County Road 233
Silt CO 81652
US

The principal office mailing address is

6448 County Road 233
Silt CO 81652
US

The name of the registered agent is WAYNE HOWARD POLLARD

The registered agent's street address is

6448 County Road 233
Silt CO 81652
US

The registered agent's mailing address is

6448 County Road 233
Silt CO 81652
US

The person above has agreed to be appointed as the registered agent for this entity.

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

Wayne Pollard
6448 County Road 233
Silt Colorado CO 81652
US

Document Processing Fee
If document is on paper: $25.00
If document is filed electronically: Currently Not Available
Fees are subject to change.
For electronic filing and to obtain copies of filed documents visit www.sos.state.co.us
Deliver paper documents to:
Colorado Secretary of State
Business Division
1560 Broadway, Suite 200
Denver, CO 80202-5169
Paper documents must be typed or machine printed.

20051013371 M
$ 25.00
SECRETARY OF STATE
01-10-2005 12:43:33
ABOVE SPACE FOR OFFICE USE ONLY

Statement of Change

filed pursuant to §7-90-301, et seq. and §7-90-305.5 or §7-90-604 or §7-90-701 or §7-90-702 or §7-90-705 or §7-90-804 of the Colorado Revised Statutes (C.R.S)

ID number: 20031331508

1. Entity name:

Rifle Creekside Estates LLC

2. True name:
(if different from the entity name)

Complete lines 3 - 15 as applicable. You must complete line 16.

3. Resignation of registered agent of record:

Date on which agent resigned: 12/16/2004 *(mm/dd/yyyy)*

Registered agent: (if an individual) Bennett *(Last)* Michael *(First)* A *(Middle)* *(Suffix)*

OR (if a business organization)

Registered agent street address: 702 Traver Trail *(Street name and number)*

Glenwood Springs *(City)* CO *(State)* 81601 *(Postal/Zip Code)*

The person appointed as registered agent has delivered notice of the change to the entity at the principal office address of its principal office.

4. Appointment of new registered agent following resignation of registered agent of record:

Registered agent: (if an individual) Pollard *(Last)* Wayne *(First)* *(Middle)* *(Suffix)*

OR (if a business organization)

The person appointed as registered agent in the document has consented to being so appointed.

Registered agent street address: 6448 County Road 233

(Street name and number)

Silt (City) CO (State) 81652 (Postal/Zip Code)

Registered agent mailing address:
(if different from above)

(Street name and number or Post Office Box information)

(City) (State) (Postal/Zip Code)

(Province – if applicable) (Country – if not US)

5. Change of registered agent name and/or address of record:

Registered agent: (if an individual)

(Last) (First) (Middle) (Suffix)

OR (if a business organization)

The person appointed as registered agent in the document has consented to being so appointed.

Registered agent street address:

(Street name and number)

CO (City) (State) (Postal/Zip Code)

Registered agent mailing address:
(if different from above)

(Street name and number or Post Office Box information)

(City) (State) (Postal/Zip Code)

(Province – if applicable) (Country – if not US)

If the change is being effected by the registered agent, the following statement applies:

The person appointed as registered agent has delivered notice of the change to the entity at the principal office address of its principal office.

6. Change of principal office address of record:

New principal office
street address:

6448 County Road 233

(Street name and number)

Silt (City) CO (State) 81652 (Postal/Zip Code)

(Province – if applicable) (Country – if not US)

New principal office
mailing address:
(if different from above)

(Street name and number or Post Office Box information)

(City) (State) (Postal/Zip Code)

(Province – if applicable) *(Country – if not US)*

7. Document number: _____
(required for change(s) to 8, 9, 10, 11, and/or 12 below)

8. Change of entity name of record (LLP, art. 61 LLLP or foreign entity only):

New entity name:

_____

9. Change of true name of record (LLP, art. 61 LLLP, general partnership or foreign entity only):

New true name:

_____

10. Change of jurisdiction of formation of record (foreign entity only):

New jurisdiction of formation: _____

11. Change of entity form of record (foreign entity only):

New entity form: _____

12. Other change(s) not provided for above:

If other information contained in the filed document is being changed, mark this box ☐ and include an attachment stating the information to be changed and each such change.

If other information is being added or deleted, mark this box ☐ and include an attachment stating each addition or deletion.

13. Withdrawal of Statement of Registration of True Name: (if applicable, mark this box ☐)

14. Use of Restricted Words *(if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, make the applicable selection)*:

☐ "bank" or "trust" or any derivative thereof
☐ "credit union" ☐ "savings and loan"
☐ "insurance", "casualty", "mutual", or "surety"

15. *(Optional)* Delayed effective date: _____
(mm/dd/yyyy)

Notice:

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16. Name(s) and address(es) of the individual(s) causing the document

to be delivered for filing:

Goluba	Neil		
(Last)	*(First)*	*(Middle)*	*(Suffix)*

PO Box 931

(Street name and number or Post Office Box information)

Glenwood Springs	CO	81602
(City)	*(State)*	*(Postal/Zip Code)*

(Province – if applicable) *(Country – if not US)*

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box ☐ and include an attachment stating the name and address of such individuals.)

Disclaimer:

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.

ARTICLES OF ORGANIZATION
Form 400 Revised October 1, 2002
Filing fee: **$50.00**
Deliver to: Colorado Secretary of State
Business Division,
1560 Broadway, Suite 200
Denver, CO 80202-5169
This document must be typed or machine printed
Copies of filed documents may be obtained at www.sos.state.co.us

FILED
BONETTA DAVIDSON
COLORADO SECRETARY OF STATE
20031331508 H
$ 50.00
SECRETARY OF STATE
10-20-2003 15:06:16

ABOVE SPACE FOR OFFICE USE ONLY

Pursuant to § 7-80-203 and part 3 of article 90 of title 7, Colorado Revised Statutes (C.R.S.), these Articles of Organization are delivered to the Colorado Secretary of State for filing.

1. The name of the limited liability company is: Rifle Creekside Estates LLC

The name of a limited liability company must contain the term "limited liability company", "ltd. liability company", "limited liability co.", or "ltd. liability co." or the abbreviation "LLC" or "L.L.C." §7-90-601(3)[(c), C.R.S.

2. *If known,* The principal place of business of the limited liability company is:
3000 County Road 342, Silt, CO 81652

3. The name, and the business address, of the registered agent for service of process on the limited liability company are: Name Michael A. Bennett;
Business Address *(must be a street or other physical address in Colorado)*
3000 County Road 342, Silt, CO 81652
If mail is undeliverable to this address, ALSO include a post office box address:

4. a. *If the management of the limited liability company is vested in managers, mark the box*
☒ "The management of the limited liability company is vested in managers rather than members."
The name(s) and business address(es) of the initial manager(s) is(are):
Name(s) Rural Land Management Corp Business Address(es) 3000 County Road 342 Silt, CO 81652

or

b. *If management of the limited liability company is not vested in managers rather than members,*
The name(s) and business address(es) of the initial member(s) is(are):
Name(s) Business Address(es)

5. The (a) name or names, and (b) mailing address or addresses, of any one or more of the individuals who cause this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused, are: Nicholas W. Goluba, Goluba & Goluba P.C., 802 Grand Avenue, Suite 301, P.O. Box 931, Glenwood Springs, CO 81602

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DEPARTMENT OF PLANNING & DEVELOPMENT
202 Railroad Avenue, Rifle, CO 81650
Phone: 970-665-6491

LAND USE APPLICATION FORM

Application Type (check all that apply):

□ Amended Plat	□ Lot line Rearrangement	□ Site Plan
□ Annexation	□ Minor Subdivision Sketch Plan	□ Text Amendment
□ Conditional Use	□ Outside City Water/Sewer	□ Vacation – Easement / Right-of-Way
□ Final Plat	□ Preliminary Subdivision Plan	□ Zoning Variance
□ Floodplain Development	☑ Sketch Subdivision Plan	□ Zoning Map Amendment
□ Lot line dissolution	□ Sketch – Preliminary Subdivision Plan	□ GIS System Integration

□ Other (description): _____

Brief Description of Application(s)

A sketch subdivision plan for the 21 acre parcel at 1820 White River Ave. The concept includes multi-family apartments, townhomes and duplex/triplexes. There are 202 units proposed across the site with open space along Government and Rifle creeks, as well as a public park and large open space and trail leading to the Raynard ditch trail.

Property Information

Owner(s) (Name): _____

Property Address: 1820 Whiteriver Ave

Parcel ID number: 217709100016, 217709100019

Legal Description *(attach additional sheet if necessary)*: attached

Access to Property: Accessed from the Acacia ROW that is to be extended to whiteriver as a part of this developement

Instructions for Submittal

- **Original applications with original signatures must be provided.**
- In addition to this application, all information on the supplemental checklist must be submitted.
- Incomplete applications **will not be accepted** and will delay processing.
- Initially, one copy of each document may be submitted to the Planning Department for review. When the documents are deemed adequate, additional copies as required by the Planning Department shall be submitted.
- All documents, plans, plats, etc. shall be no larger than 8 1/2" x 14" in size or folded to that or a smaller size.
- The property owner **must** fill out the Owner Affidavit in presence of notary.

STAFF USE ONLY

Pre-app conference: _____ (date)
Application received: _____ (date)
Application complete: _____ (date)
Case Number: _____
Fees: _____
Case Name: _____
Deposits: _____
Paid: _____ (date)
Referrals sent _____ (date)

Project Team Information (fill in all that apply) *(add additional sheets if needed)*:

Property Owner(s) Name: Wayne Pollard **Phone:** 970.379.2506

Company: RIFLE CREEKSIDE ESTATES LLC **Fax:**

Address 6448 COUNTY ROAD 233 SILT CO 81652 **Email:** wayne@pollardteam.com

Authorized Rep. Name: Adam Roy **Phone:** 970.274.0890

Company: Headwaters Housing Partners **Fax:**

Address 625 East Main Street, Ste. 102B, PMB 139 Aspen, CO 81611 **Email:** adam@headwatershp.com

Engineer/Designer(s) Name: Aaron Ladner **Phone:** 256-679-1138

Company: jv DeSousa Architecture and Planning **Fax:**

Address: 1910 7th Street, Third Flr., Boulder, CO 80302 **Email:** aaron@jvdesousa.com

Billable Party: ☐ Owner ☒ Representative ☐ Engineer

The Billable Party, by signing below, hereby agrees to reimburse the City the actual costs to the City for engineering, surveying, and legal services rendered in connection with the review of the Application. The Billable Party shall also reimburse the City for the cost of making any corrections or additions to the master copy of the official City map and for any fees for recording any plats and accompanying documents with the County Clerk and Recorder of Garfield County. The Billable Party agrees that 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, 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.

Headwaters Housing Partners LLC
Company (printed)

Adam Roy
Contact Name (printed)

625 East Main Street, Ste. 102B, PMB 139 Aspen, CO 81611
Address

adam@headwatershp.com
Email

970.274.0890
Phone

Fax

Signature

Type of Identification

County of Pitkin)

State of Colorado)

Sworn to and subscribed before me this 30th day of October (fill in month), 2025 (fill in year)

By Adam Roy
(Contact name printed)

Witness my hand and official seal.

Notary Public

My Commission expires 9/16/2029

Notary Seal

MELISALYN MILLER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20254034921
MY COMMISSION EXPIRES 09/16/2029

Disclosure of Property Ownership

- ☐ If owner is an individual, indicate name exactly as it appears on the deed.
- ☒ If owner is a corporation, partnership, limited partnership, or other business entity, name principals on a separate page. Please include the articles of organization, partnership agreement, etc., as applicable.
- ☐ If owner is a land trust, name beneficiaries on a separate page.
- ☐ If applicant is a lessee, indicate the owner(s) on a separate page.
- ☐ If applicant is a contract purchaser, attach a copy of the contract, and indicate the owner(s) on a separate page.

Please provide the name(s), mailing address(es), street address(es), and phone number(s) for all owners.

Property Owner Affidavit

I/We, See attached Letter of Authorization, being first duly sworn, depose and state under penalties of perjury that I am (we are) the owner(s) of the property described herein and which is the subject of the application and proposed hearings; that all answers provided to the questions in this application, and all sketches, data, and all other supplementary matter attached hereto and made part of this application, are honest and true to the best of my (our) knowledge and belief. I (we) understand that this application must be complete and accurate prior to a hearing being scheduled. I (we) authorize City staff to visit the site as necessary for proper review of this application. I (we) further acknowledge that until paid, ALL LAND USE APPLICATION FEES, INCLUDING FEES FOR PROFESSIONAL REVIEW SERVICES, SHALL BECOME AND REMAIN A FIRST AND PERPETUAL LIEN ON OR AGAINST THE SUBJECT PREMISES PURSUANT TO RMC §16-1-60(e).

(If there are any special conditions such as guard dogs, locked gates, restricted hours, etc., please give the name and phone number of the person(s) who can provide access to the site.)

Name (printed)	Name (printed)
Address	Address
Phone	Phone
Fax	Fax
Signature	Signature

Type of Identification

County of _____)

State of _____)

Sworn to and subscribed before me this _____ day

of _____, _____.
(fill in month) (fill in year)

By _____
(name printed)

Witness my hand and official seal.

_____
Notary Public

My Commission expires: _____

Notary Seal

Authorized Representative

I/We (Owners *name*) See attached Letter of Authorization authorize
(Representative *name*) _____ to act
as my/our representative in any manner regarding this application, to answer questions and to represent me/us at any meeting and public hearing(s) which may be held on this application.

NOTE: All correspondence will be sent to the authorized representative. It will be the representative's responsibility to keep the owner(s) adequately informed as to the status of the application.

_____ Property Owner (Name printed)	Adam Roy Representative (Name printed)
_____ Company (Name printed)	Headwaters Housing Partners Company (Name printed)
_____ Address (printed)	625 E Main St. Ste. 102b, PMB 139 Aspen CO 81611 Address (printed)
_____ Phone w/Area Code (printed)	970.274.0890 Phone w/Area Code (printed)
_____ e-Mail Address (printed)	adam@headwatershp.com e-Mail Address (printed)
_____ Fax w/Area Code (printed)	_____ Fax w/Area Code (printed)
_____ Signature	_____ Signature

_____
Type of Identification

County of Pitkin)

State of Colorado)

Sworn to and subscribed before me this 30th day

of October (fill in month), 2025 (fill in year).

By Adam Roy (name printed)

Witness my hand and official seal.

_____
Notary Public

My Commission expires: 9/16/2029

Notary Seal

MELISALYN MILLER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20254034921
MY COMMISSION EXPIRES 09/16/2029

October 22, 2025

Zach Higgins, AICP
Community Development Director
City of Rifle
202 Railroad Ave.
Rifle, CO 81650

Re: ~~1820~~ TBD W.R. White River Avenue ("Two Creeks" / "Arnold Annexation") – Annexation Amendment, Rezoning and Sketch Plan Review Authorization to Represent

Dear Mr. Higgins:

RIFLE CREEKSIDE ESTATES LLC is the sole owner of the property at 1820 White River Avenue, Rifle, CO. 81650. This letter is to serve as authorization by the Rifle Creekside Estates LLC for Headwaters Housing Partners and jv DeSousa LLC | Architecture + Planning to represent and submit an amendment to the Arnold Annexation Agreement, application for rezoning, and application for sketch plan review and approval. The aforementioned entities are also authorized to conduct all proceedings for the amendment and applications for the subject property with the legal description generally described as follows:

Section: 9 Township: 6 Range: 93 TRACT 1, HABLUTZEL EXEMPTION, AS PER AMENDED LOT LINE ADJUSTMENT PLAT RECEPTION NO. 969927 21.364 ACRES

Please feel free to contact me if you have any further questions regarding this authorizing letter.

Sincerely yours,

Wayne Pollard

Date: 10/29/2025

Wayne Pollard, Manager
RIFLE CREEKSIDE ESTATES LLC
6448 COUNTY ROAD 233
SILT CO 81652

STATE OF COLORADO)
) ss.
COUNTY OF Garfield)

Acknowledged, subscribed, and sworn to before me this 29th day of October, 2025, by Angela Rhae Marsh.

WITNESS my hand and official seal.

My Commission expires: June 30, 2029.

Angela Rhae Marsh
Notary Public

ANGELA RHAE MARSH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214026448
MY COMMISSION EXPIRES JUNE 30, 2029

Colorado Secretary of State

ID#: 20031331508
Document #: 20251852690
Filed on: 08/02/2025 12:01:51 PM
Paid: $25.00

Periodic Report

filed pursuant to §7-90-301, et seq. and §7-90-501 of the Colorado Revised Statutes (C.R.S)

The entity name is RIFLE CREEKSIDE ESTATES LLC

The entity ID Number is 20031331508

Jurisdiction under the law of which the entity was formed or registered is

Colorado

The principal office street address is

6448 County Road 233
Silt CO 81652
US

The principal office mailing address is

6448 County Road 233
Silt CO 81652
US

The name of the registered agent is WAYNE HOWARD POLLARD

The registered agent's street address is

6448 County Road 233
Silt CO 81652
US

The registered agent's mailing address is

6448 County Road 233
Silt CO 81652
US

The person above has agreed to be appointed as the registered agent for this entity.

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Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

Wayne Pollard
6448 County Road 233
Silt Colorado CO 81652
US

Document Processing Fee
If document is on paper: $25.00
If document is filed electronically: Currently Not Available
Fees are subject to change.
For electronic filing and to obtain copies of filed documents visit www.sos.state.co.us
Deliver paper documents to:
Colorado Secretary of State
Business Division
1560 Broadway, Suite 200
Denver, CO 80202-5169
Paper documents must be typed or machine printed.

20051013371 M
$ 25.00
SECRETARY OF STATE
01-10-2005 12:43:33
ABOVE SPACE FOR OFFICE USE ONLY

Statement of Change

filed pursuant to §7-90-301, et seq. and §7-90-305.5 or §7-90-604 or §7-90-701 or §7-90-702 or §7-90-705 or §7-90-804 of the Colorado Revised Statutes (C.R.S)

ID number: 20031331508

1. Entity name:

Rifle Creekside Estates LLC

2. True name:
(if different from the entity name)

Complete lines 3 - 15 as applicable. You must complete line 16.

3. Resignation of registered agent of record:

Date on which agent resigned: 12/16/2004 *(mm/dd/yyyy)*

Registered agent: (if an individual)

Bennett	Michael	A	
(Last)	*(First)*	*(Middle)*	*(Suffix)*

OR (if a business organization)

Registered agent street address: 702 Traver Trail
(Street name and number)

Glenwood Springs	CO	81601
(City)	*(State)*	*(Postal/Zip Code)*

The person appointed as registered agent has delivered notice of the change to the entity at the principal office address of its principal office.

4. Appointment of new registered agent following resignation of registered agent of record:

Registered agent: (if an individual)

Pollard	Wayne		
(Last)	*(First)*	*(Middle)*	*(Suffix)*

OR (if a business organization)

The person appointed as registered agent in the document has consented to being so appointed.

Registered agent street address: 6448 County Road 233

(Street name and number)

Silt (City) CO (State) 81652 (Postal/Zip Code)

Registered agent mailing address:
(if different from above)

(Street name and number or Post Office Box information)

(City) (State) (Postal/Zip Code)

(Province – if applicable) (Country – if not US)

5. Change of registered agent name and/or address of record:

Registered agent: (if an individual)

(Last) (First) (Middle) (Suffix)

OR (if a business organization)

The person appointed as registered agent in the document has consented to being so appointed.

Registered agent street address:

(Street name and number)

CO (City) (State) (Postal/Zip Code)

Registered agent mailing address:
(if different from above)

(Street name and number or Post Office Box information)

(City) (State) (Postal/Zip Code)

(Province – if applicable) (Country – if not US)

If the change is being effected by the registered agent, the following statement applies:

The person appointed as registered agent has delivered notice of the change to the entity at the principal office address of its principal office.

6. Change of principal office address of record:

New principal office
street address:

6448 County Road 233

(Street name and number)

Silt (City) CO (State) 81652 (Postal/Zip Code)

(Province – if applicable) (Country – if not US)

New principal office
mailing address:
(if different from above)

(Street name and number or Post Office Box information)

(City) (State) (Postal/Zip Code)

(Province – if applicable) *(Country – if not US)*

7. Document number: _____
(required for change(s) to 8, 9, 10, 11, and/or 12 below)

8. Change of entity name of record (LLP, art. 61 LLLP or foreign entity only):

New entity name:

_____

9. Change of true name of record (LLP, art. 61 LLLP, general partnership or foreign entity only):

New true name:

_____

10. Change of jurisdiction of formation of record (foreign entity only):

New jurisdiction of formation: _____

11. Change of entity form of record (foreign entity only):

New entity form: _____

12. Other change(s) not provided for above:

If other information contained in the filed document is being changed, mark this box ☐ and include an attachment stating the information to be changed and each such change.

If other information is being added or deleted, mark this box ☐ and include an attachment stating each addition or deletion.

13. Withdrawal of Statement of Registration of True Name: (if applicable, mark this box ☐)

14. Use of Restricted Words *(if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, make the applicable selection)*:

☐ "bank" or "trust" or any derivative thereof
☐ "credit union" ☐ "savings and loan"
☐ "insurance", "casualty", "mutual", or "surety"

15. *(Optional)* Delayed effective date: _____
(mm/dd/yyyy)

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Goluba	Neil		
(Last)	*(First)*	*(Middle)*	*(Suffix)*

PO Box 931

(Street name and number or Post Office Box information)

Glenwood Springs	CO	81602
(City)	*(State)*	*(Postal/Zip Code)*

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FILED
BONETTA DAVIDSON
COLORADO SECRETARY OF STATE
20031331508 H
$ 50.00
SECRETARY OF STATE
10-20-2003 15:06:16

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Phone: 970-665-6491

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STAFF USE ONLY

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Case Number: _____
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Case Name: _____
Deposits: _____
Paid: _____ (date)
Referrals sent _____ (date)

Project Team Information (fill in all that apply) *(add additional sheets if needed)*:

Property Owner(s) Name: Wayne Pollard **Phone:** 970.379.2506

Company: RIFLE CREEKSIDE ESTATES LLC **Fax:**

Address 6448 COUNTY ROAD 233 SILT CO 81652 **Email:** wayne@pollardteam.com

Authorized Rep. Name: Adam Roy **Phone:** 970.274.0890

Company: Headwaters Housing Partners **Fax:**

Address 625 East Main Street, Ste. 102B, PMB 139 Aspen, CO 81611 **Email:** adam@headwatershp.com

Engineer/Designer(s) Name: Aaron Ladner **Phone:** 256-679-1138

Company: jv DeSousa Architecture and Planning **Fax:**

Address: 1910 7th Street, Third Flr., Boulder, CO 80302 **Email:** aaron@jvdesousa.com

Billable Party: ☐ Owner ☒ Representative ☐ Engineer

The Billable Party, by signing below, hereby agrees to reimburse the City the actual costs to the City for engineering, surveying, and legal services rendered in connection with the review of the Application. The Billable Party shall also reimburse the City for the cost of making any corrections or additions to the master copy of the official City map and for any fees for recording any plats and accompanying documents with the County Clerk and Recorder of Garfield County. The Billable Party agrees that 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, 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.

Headwaters Housing Partners LLC
Company (printed)

Adam Roy
Contact Name (printed)

625 East Main Street, Ste. 102B, PMB 139 Aspen, CO 81611
Address

adam@headwatershp.com
Email

970.274.0890
Phone

Fax

Signature

Type of Identification

County of Pitkin)

State of Colorado)

Sworn to and subscribed before me this 30th day of October (fill in month), 2025 (fill in year)

By Adam Roy (Contact name printed)

Witness my hand and official seal.

Notary Public

My Commission expires 9/16/2029

Notary Seal

MELISALYN MILLER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20254034921
MY COMMISSION EXPIRES 09/16/2029

Disclosure of Property Ownership

- ☐ If owner is an individual, indicate name exactly as it appears on the deed.
- ☒ If owner is a corporation, partnership, limited partnership, or other business entity, name principals on a separate page. Please include the articles of organization, partnership agreement, etc., as applicable.
- ☐ If owner is a land trust, name beneficiaries on a separate page.
- ☐ If applicant is a lessee, indicate the owner(s) on a separate page.
- ☐ If applicant is a contract purchaser, attach a copy of the contract, and indicate the owner(s) on a separate page.

Please provide the name(s), mailing address(es), street address(es), and phone number(s) for all owners.

Property Owner Affidavit

I/We, See attached Letter of Authorization, being first duly sworn, depose and state under penalties of perjury that I am (we are) the owner(s) of the property described herein and which is the subject of the application and proposed hearings; that all answers provided to the questions in this application, and all sketches, data, and all other supplementary matter attached hereto and made part of this application, are honest and true to the best of my (our) knowledge and belief. I (we) understand that this application must be complete and accurate prior to a hearing being scheduled. I (we) authorize City staff to visit the site as necessary for proper review of this application. I (we) further acknowledge that until paid, ALL LAND USE APPLICATION FEES, INCLUDING FEES FOR PROFESSIONAL REVIEW SERVICES, SHALL BECOME AND REMAIN A FIRST AND PERPETUAL LIEN ON OR AGAINST THE SUBJECT PREMISES PURSUANT TO RMC §16-1-60(e).

(If there are any special conditions such as guard dogs, locked gates, restricted hours, etc., please give the name and phone number of the person(s) who can provide access to the site.)

Name (printed)	Name (printed)
Address	Address
Phone	Phone
Fax	Fax
Signature	Signature

Type of Identification

County of _____)

State of _____)

Sworn to and subscribed before me this _____ day

of _____, _____.
(fill in month) (fill in year)

By _____
(name printed)

Witness my hand and official seal.

_____
Notary Public

My Commission expires: _____

Notary Seal

Authorized Representative

I/We (Owners *name*) See attached Letter of Authorization authorize
(Representative *name*) _____ to act
as my/our representative in any manner regarding this application, to answer questions and to represent me/us at any meeting and public hearing(s) which may be held on this application.

NOTE: All correspondence will be sent to the authorized representative. It will be the representative's responsibility to keep the owner(s) adequately informed as to the status of the application.

_____ Property Owner (Name printed)	Adam Roy Representative (Name printed)
_____ Company (Name printed)	Headwaters Housing Partners Company (Name printed)
_____ Address (printed)	625 E Main St. Ste. 102b, PMB 139 Aspen CO 81611 Address (printed)
_____ Phone w/Area Code (printed)	970.274.0890 Phone w/Area Code (printed)
_____ e-Mail Address (printed)	adam@headwatershp.com e-Mail Address (printed)
_____ Fax w/Area Code (printed)	_____ Fax w/Area Code (printed)
_____ Signature	_____ Signature

_____
Type of Identification

County of Pitkin)

State of Colorado)

Sworn to and subscribed before me this 30th day

of October (fill in month), 2025 (fill in year).

By Adam Roy (name printed)

Witness my hand and official seal.

_____
Notary Public

My Commission expires: 9/16/2029

Notary Seal

MELISALYN MILLER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20254034921
MY COMMISSION EXPIRES 09/16/2029

October 22, 2025

Zach Higgins, AICP
Community Development Director
City of Rifle
202 Railroad Ave.
Rifle, CO 81650

Re: ~~1820~~ TBD W.R. White River Avenue ("Two Creeks" / "Arnold Annexation") – Annexation Amendment, Rezoning and Sketch Plan Review Authorization to Represent

Dear Mr. Higgins:

RIFLE CREEKSIDE ESTATES LLC is the sole owner of the property at 1820 White River Avenue, Rifle, CO. 81650. This letter is to serve as authorization by the Rifle Creekside Estates LLC for Headwaters Housing Partners and jv DeSousa LLC | Architecture + Planning to represent and submit an amendment to the Arnold Annexation Agreement, application for rezoning, and application for sketch plan review and approval. The aforementioned entities are also authorized to conduct all proceedings for the amendment and applications for the subject property with the legal description generally described as follows:

Section: 9 Township: 6 Range: 93 TRACT 1, HABLUTZEL EXEMPTION, AS PER AMENDED LOT LINE ADJUSTMENT PLAT RECEPTION NO. 969927 21.364 ACRES

Please feel free to contact me if you have any further questions regarding this authorizing letter.

Sincerely yours,

Wayne Pollard

Date: 10/29/2025

Wayne Pollard, Manager
RIFLE CREEKSIDE ESTATES LLC
6448 COUNTY ROAD 233
SILT CO 81652

STATE OF COLORADO)
) ss.
COUNTY OF Garfield)

Acknowledged, subscribed, and sworn to before me this 29th day of October, 2025, by Angela Rhae Marsh.

WITNESS my hand and official seal.

My Commission expires: June 30, 2029.

Angela Rhae Marsh
Notary Public

ANGELA RHAE MARSH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214026448
MY COMMISSION EXPIRES JUNE 30, 2029

Colorado Secretary of State

ID#: 20031331508
Document #: 20251852690
Filed on: 08/02/2025 12:01:51 PM
Paid: $25.00

Periodic Report

filed pursuant to §7-90-301, et seq. and §7-90-501 of the Colorado Revised Statutes (C.R.S)

The entity name is RIFLE CREEKSIDE ESTATES LLC

The entity ID Number is 20031331508

Jurisdiction under the law of which the entity was formed or registered is

Colorado

The principal office street address is

6448 County Road 233
Silt CO 81652
US

The principal office mailing address is

6448 County Road 233
Silt CO 81652
US

The name of the registered agent is WAYNE HOWARD POLLARD

The registered agent's street address is

6448 County Road 233
Silt CO 81652
US

The registered agent's mailing address is

6448 County Road 233
Silt CO 81652
US

The person above has agreed to be appointed as the registered agent for this entity.

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

Wayne Pollard
6448 County Road 233
Silt Colorado CO 81652
US

Document Processing Fee
If document is on paper: $25.00
If document is filed electronically: Currently Not Available
Fees are subject to change.
For electronic filing and to obtain copies of filed documents visit www.sos.state.co.us
Deliver paper documents to:
Colorado Secretary of State
Business Division
1560 Broadway, Suite 200
Denver, CO 80202-5169
Paper documents must be typed or machine printed.

20051013371 M
$ 25.00
SECRETARY OF STATE
01-10-2005 12:43:33
ABOVE SPACE FOR OFFICE USE ONLY

Statement of Change

filed pursuant to §7-90-301, et seq. and §7-90-305.5 or §7-90-604 or §7-90-701 or §7-90-702 or §7-90-705 or §7-90-804 of the Colorado Revised Statutes (C.R.S)

ID number: 20031331508

1. Entity name:

Rifle Creekside Estates LLC

2. True name:
(if different from the entity name)

Complete lines 3 - 15 as applicable. You must complete line 16.

3. Resignation of registered agent of record:

Date on which agent resigned: 12/16/2004 *(mm/dd/yyyy)*

Registered agent: (if an individual)

Bennett	Michael	A	
(Last)	*(First)*	*(Middle)*	*(Suffix)*

OR (if a business organization)

Registered agent street address: 702 Traver Trail *(Street name and number)*

Glenwood Springs	CO	81601
(City)	*(State)*	*(Postal/Zip Code)*

The person appointed as registered agent has delivered notice of the change to the entity at the principal office address of its principal office.

4. Appointment of new registered agent following resignation of registered agent of record:

Registered agent: (if an individual)

Pollard	Wayne		
(Last)	*(First)*	*(Middle)*	*(Suffix)*

OR (if a business organization)

The person appointed as registered agent in the document has consented to being so appointed.

Registered agent street address: 6448 County Road 233

(Street name and number)

Silt (City) CO (State) 81652 (Postal/Zip Code)

Registered agent mailing address:
(if different from above)

(Street name and number or Post Office Box information)

(City) (State) (Postal/Zip Code)

(Province – if applicable) (Country – if not US)

5. Change of registered agent name and/or address of record:

Registered agent: (if an individual)

(Last) (First) (Middle) (Suffix)

OR (if a business organization)

The person appointed as registered agent in the document has consented to being so appointed.

Registered agent street address:

(Street name and number)

CO (State)

(City) (Postal/Zip Code)

Registered agent mailing address:
(if different from above)

(Street name and number or Post Office Box information)

(City) (State) (Postal/Zip Code)

(Province – if applicable) (Country – if not US)

If the change is being effected by the registered agent, the following statement applies:

The person appointed as registered agent has delivered notice of the change to the entity at the principal office address of its principal office.

6. Change of principal office address of record:

New principal office
street address:

6448 County Road 233

(Street name and number)

Silt (City) CO (State) 81652 (Postal/Zip Code)

(Province – if applicable) (Country – if not US)

New principal office
mailing address:
(if different from above)

(Street name and number or Post Office Box information)

(City) (State) (Postal/Zip Code)

(Province – if applicable) *(Country – if not US)*

7. Document number: _____
(required for change(s) to 8, 9, 10, 11, and/or 12 below)

8. Change of entity name of record (LLP, art. 61 LLLP or foreign entity only):

New entity name:

_____

9. Change of true name of record (LLP, art. 61 LLLP, general partnership or foreign entity only):

New true name:

_____

10. Change of jurisdiction of formation of record (foreign entity only):

New jurisdiction of formation: _____

11. Change of entity form of record (foreign entity only):

New entity form: _____

12. Other change(s) not provided for above:

If other information contained in the filed document is being changed, mark this box ☐ and include an attachment stating the information to be changed and each such change.

If other information is being added or deleted, mark this box ☐ and include an attachment stating each addition or deletion.

13. Withdrawal of Statement of Registration of True Name: (if applicable, mark this box ☐)

14. Use of Restricted Words *(if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, make the applicable selection)*:

☐ "bank" or "trust" or any derivative thereof
☐ "credit union" ☐ "savings and loan"
☐ "insurance", "casualty", "mutual", or "surety"

15. *(Optional)* Delayed effective date: _____
(mm/dd/yyyy)

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

16. Name(s) and address(es) of the individual(s) causing the document

to be delivered for filing:

Goluba	Neil		
(Last)	*(First)*	*(Middle)*	*(Suffix)*

PO Box 931

(Street name and number or Post Office Box information)

Glenwood Springs	CO	81602
(City)	*(State)*	*(Postal/Zip Code)*

(Province – if applicable) *(Country – if not US)*

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box ☐ and include an attachment stating the name and address of such individuals.)

Disclaimer:

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.

ARTICLES OF ORGANIZATION
Form 400 Revised October 1, 2002
Filing fee: **$50.00**
Deliver to: Colorado Secretary of State
Business Division,
1560 Broadway, Suite 200
Denver, CO 80202-5169
This document must be typed or machine printed
Copies of filed documents may be obtained at www.sos.state.co.us

FILED
DONETTA DAVIDSON
COLORADO SECRETARY OF STATE
20031331508 H
$ 50.00
SECRETARY OF STATE
10-20-2003 15:06:16

ABOVE SPACE FOR OFFICE USE ONLY

Pursuant to § 7-80-203 and part 3 of article 90 of title 7, Colorado Revised Statutes (C.R.S.), these Articles of Organization are delivered to the Colorado Secretary of State for filing.

1. The name of the limited liability company is: Rifle Creekside Estates LLC

The name of a limited liability company must contain the term "limited liability company", "ltd. liability company", "limited liability co.", or "ltd. liability co." or the abbreviation "LLC" or "L.L.C." §7-90-601(3)[(c), C.R.S.

2. *If known,* The principal place of business of the limited liability company is:
3000 County Road 342, Silt, CO 81652

3. The name, and the business address, of the registered agent for service of process on the limited liability company are: Name Michael A. Bennett;
Business Address *(must be a street or other physical address in Colorado)*
3000 County Road 342, Silt, CO 81652
If mail is undeliverable to this address, ALSO include a post office box address:

4. a. *If the management of the limited liability company is vested in managers, mark the box*
☒ "The management of the limited liability company is vested in managers rather than members."
The name(s) and business address(es) of the initial manager(s) is(are):
Name(s) Rural Land Management Corp Business Address(es) 3000 County Road 342 Silt, CO 81652

or

b. *If management of the limited liability company is not vested in managers rather than members,*
The name(s) and business address(es) of the initial member(s) is(are):
Name(s) Business Address(es)

5. The (a) name or names, and (b) mailing address or addresses, of any one or more of the individuals who cause this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused, are: Nicholas W. Goluba, Goluba & Goluba P.C., 802 Grand Avenue, Suite 301, P.O. Box 931, Glenwood Springs, CO 81602

Causing a document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed or the act and deed of the entity on whose behalf the individual is causing the document to be delivered for filing and that the facts stated in the document are true.

Headwaters Housing Partners

625 East Main Street, Ste. 102B | PMB 139
Aspen CO. 81611

December 22, 2025

City of Rifle Planning Department
Zach Higgins, Community Development Director
202 Railroad Ave, Rifle, CO 81650

RE: APPEAL LETTER to City Council for the Planning and Zoning Commission's denial of the Two Creeks Sketch Plan and Rezoning Request Applications.

Dear Zach:

This Letter is to serve as an appeal to City Council for the review of the Sketch Plan application and associated Rezoning request that were denied before Planning and Zoning Commission on December 9, 2025. The appeal is based on the fact that the proposal and requests made within the applications are directly in line with, and informed by the City of Rifle's current guiding documents and land use code including but not limited to the 2019 Comprehensive Plan and Future Land Use Map for the City of Rifle, the recently completed 2025 Housing Study and Action Plan and other areas of the land use code that support a project such as the one proposed through the referenced land use applications.

We intend to keep the applications and materials therein unchanged for the purposes of City Council review and consideration. Additional illustrative material will be presented during the City Council public hearing for the purposes of providing greater design detail and precedent architecture to further inform the design and character of the proposed development.

Please let us know if there is any additional material you need from us to support this appeal.

Sincerely,

Adam C. Roy

on behalf of Headwaters Housing Partners

cc: Patrick Waller
Geir Sverdrup
Grady Lenkin
Aaron Ladner

Agenda Item #7.a.i.

Agenda Item Name:
Consider Appeal Request for the Two Creeks Sketch Plan and Arnold Annexation Agreement Amendment

Presenter:
Zach Higgins, Planning Director

Item Description:
See Staff Report.

Recommended Action:
Move to approve Two Creeks Sketch Plan appeal of Planning Commission decision and approve amendment to the Arnold Annexation Agreement as presented.

Fiscal Impact:
See Staff Report.

Operational Impact:
See Staff Report.

Prior Board Motions:
City of Rifle Planning and Zoning Commission recommended denial of the Two Creeks rezone to MDR as part of a larger motion to also deny the Sketch Plan with a vote of 4-3 at their December 09, 2025 meeting.

Background Information:
See Staff Report.

Executive Summary:
See Staff Report

Notification Requirements:
Notice has been met.

Prepared By:
Zach Higgins, Planning Director

Attachments:
None

Agenda Item #7.a.ii.

Agenda Item Name:
Consider Rezoning the Arnold Subdivision, Now Known As the Two Creeks Subdivision, from LDR/PUD and MDR/PUD to Medium Density Residential (MDR) - Ordinance No.1, Series of 2026 (1st Reading)

Presenter:
Zach Higgins, Planning Director

Item Description:
Consideration of Ordinance No.1 Series of 2026, AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, REZONING THE ARNOLD SUBDIVISION, NKA THE TWO CREEKS SUBDIVISION, FROM LDR/PU AND MDR/PUD TO MEDIUM DENSITY RESIDENTIAL (MDR).

Recommended Action:
Move to approve Rezoning the Arnold Subdivision, NKA the Two Creeks Subdivision, from LDR/PUD and MDR/PUD to Medium Density Residential (MDR) - Ordinance No.1 Series of 2026 on first reading as presented and order it to be published as required by Charter.

Fiscal Impact:
None at this time.

Operational Impact:
None at this time.

Prior Board Motions:
City of Rifle Planning and Zoning Commission recommended denial of the Two Creeks rezone to MDR as part of a larger motion to also deny the Sketch Plan with a vote of 4-3 at their December 09, 2025 meeting.

Background Information:
See Staff Report.

Executive Summary:
See Two Creeks Staff Report

Notification Requirements:
Notice requirements met.

Prepared By:
Zach Higgins, Planning Director

Attachments:
1. Ordinance No. 01-Two Creeks Rezoning

CITY OF RIFLE, COLORADO
ORDINANCE NO. 01
SERIES OF 2026

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, REZONING THE ARNOLD SUBDIVISION, NKA THE TWO CREEKS SUBDIVISION, FROM LDR/PUD AND MDR/PUD TO MEDIUM DENSITY RESIDENTIAL (MDR).

WHEREAS, by Ordinance No. 6, Series of 2001 the City of Rifle zoned certain property then known as the Arnold Annexation or the Arnold Subdivision described on Exhibit A attached hereto and incorporated herein by this reference (the "Property") LDR/PUD and MDR/PUD; and

WHEREAS, the Property has not been developed pursuant to its PUD zoning and the owner desires to revise the development plan for the Property and applied to rezone the Property from LDR/PUD and MDR/PUD to Medium Density Residential (MDR) Zone District; and

WHEREAS, on December 9, 2025, the City of Rifle Planning and Zoning Commission considered the rezoning application for the Property and recommended denial of the application; and

WHEREAS, the City Council reviewed the rezoning application at its January 21, 2026 meeting and desires to approve the rezoning application; and

WHEREAS, the City of Rifle Planning and Zoning Commission and the Rifle City Council have held duly noticed public hearings as required by the Rifle Municipal Code ("RMC") and now wish to rezone the Property to Medium Density Residential (MDR) Zone District.

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

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

Section 2. The Property described on Exhibit A, now known as Two Creeks Subdivision, is hereby zoned Medium Density Residential (MDR) Zone District.

Section 3. Within thirty (30) days after the effective date of this Ordinance, the City Clerk shall incorporate the terms of this Ordinance into the Geographical Information System described in RMC §16-3-20 and shall cause a printed copy of the amendment to the City Zone District Map to be made, which shall be dated and signed by the Mayor and attested to by the City Clerk and which shall bear the seal of the City. The amended Map shall include the number of this Ordinance. The signed original printed copy of the Zoning Map shall be filed with the City Clerk. The Clerk shall also record a certified copy of this Ordinance with the Garfield County Clerk and Recorder. The City staff is further directed to comply with all provisions of the Rifle Land Use Regulations, RMC §16-1-10, *et seq*., to implement the provisions of this Ordinance.

INTRODUCED on January 21, 2026, 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 February 4, 2026, passed without amendment, approved, and ordered published in full as required by the Charter.

DATED this _____ day of _____, 2026.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

_____
City Clerk

Exhibit A

Property Legal Description

Agenda Item #8.a.

Agenda Item Name:
Consider Purchase Approval for the Rifle Creek Golf Course — Resolution No. 3, Series of 2026

Presenter:
Austin Rickstrew, Parks & Recreation Director

Item Description:
City council will consider the approval of the Purchase of the Rifle Creek Golf Course

Recommended Action:
Move to approve Resolution No. 3, Series of 2026, authorizing the City Manager to take all actions necessary to purchase the Rifle Creek Golf Course.

Fiscal Impact:
The total fiscal impact of acquiring and operating the Rifle Creek Golf Course includes the purchase price, required capital improvements, and ongoing operational costs. As of December 31st, the White Knight loan is at $1,215,321.59. Total long-term liabilities are $1,256,238.04. This total includes the current line of credit usage with Alpine Bank, which is at $31,157.46 as of January 12th. If Council moves forward with the purchase, $969,000 will be paid by the water fund for the purchase of the water rights, and $287,238.04 will be paid from the Capital fund.

The required capital improvements that need to occur are:
1. New Irrigation System (estimated at $5,505,000)
2. New HVAC at the Club House (estimated $200,000)
3. New flat roof at the Club House (estimated $80,000)
4. ADA site improvements (estimated $20,000)
5. Concrete surface repairs (estimated $75,950)
6. 14 and 16 Tee Box repairs (contractor needed for accurate estimation)
7. Club House repair and maintenance ($80,000)

The known required ongoing operational costs:
1. Two FTE (estimated $215,759.00 per year)
   - Seasonal Wages
2. Golf Cart Lease (estimated $12,580.69 monthly May-October 2026-2030)
   - Or purchase outright for approximately $486,072.10
3. Replacement Equipment (estimated $150,000 to $200,000 per year for 3 to 5 years)

Operational Impact:
City staff have evaluated the operational requirements and costs associated with City ownership. The staffing needs to operate the course effectively would require two full-time positions and approximately 30 seasonal

employees. City Staff is also requesting that a position for an Assistant Parks and Recreation Director and a Human Resources position be filled to help with the additional workload that would result from this purchase.

Prior Board Motions:
N/A

Background Information:
N/A

Executive Summary:
During the August 20th City Council workshop, the Rifle Creek Golf Course Board requested to present to Council the current fiscal position of the golf course and possible future options for operations. Council asked staff to explore what would be required to acquire the golf course. At the October 15th City Council workshop, staff presented a wide variety of information related to the golf course. This information included a building inspection report, an ADA audit report, a water rights summary, and financial statements. At the December 17th City Council meeting staff provided additional information regarding the purchase. These items are included in the attached memo to this agenda item. During that meeting, Council directed staff to begin negotiations to purchase the course.

This item authorizes the Rifle City Manager to take necessary actions to purchase the golf course. If approved, this will be the final vote on the purchase, unless terms of the agreement change. Additional appropriations would be necessary would take place at a future meeting, if the purchase is finalized.

If Council moves forward with the purchase, $969,000 will be paid by the water fund for the purchase of the water rights, and $287,238.04 will be paid from the Capital fund.

Please see the attached memo and presentation for more details on the staff recommendations in the addendums. http://www.rifleco.org/PacketAddendums

Notification Requirements:
N/A

Prepared By:
Austin Rickstrew, Parks & Recreation Director

Attachments:
1. 20260116 Contract to Buy Sell Comm Rifle Creek Golf Course
2. 20260116 Asset Purchase Agreement Rifle Creek RGLC
3. Golf Course Memo - Council 12.09.2025
4. Resolution No. 03-Golf Course Purchase

CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)

(☒ Property with No Residences)

(☐ Property with Residences-Residential Addendum Attached)

Date: _____ ***2026***

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. ***CITY OF RIFLE, a Colorado home-rule municipality (***Buyer) will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☒ **Other** ***N/A***.

2.2. No Assignability. This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. ***RIFLE GAP LAND COMPANY, a Colorado nonprofit corporation*** (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of ***Garfield***, Colorado:

SEE EXHIBIT A ATTACHED

known as ***3004 County Road 325, Rifle, Colorado 81650***,
together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions - Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers (including ***any and all on the Property*** remote controls). If checked, the following are owned by the Seller and included (leased items should be listed under **Due Diligence Documents**): ☒ **None** ☐ **Solar Panels** ☐ **Water Softeners** ☐ **Security Systems** ☐ **Satellite Systems** (including satellite dishes). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Inclusions – Additional. If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price**:** ***mowers, trimmers, sprayers, and all other golf course, club house, restaurant and retail maintenance or operation equipment and related materials and inventory, all existing furnishings, personal property or other inclusions remaining on the Property on the Possession Date which are acceptable to Buyer and Seller. The inclusions will remain on the Property as a convenience to Seller and the entire purchase price is allocated to the real property***.

2.5.4. Inclusions-Encumbered. Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except: ***as the parties may agree.***

Buyer ☐ **Will** ☒ **Will Not** assume the debt and obligations on the Encumbered Inclusions subject to Buyer's review under §10.6. (Encumbered Inclusion Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not receive such approval this Contract terminates.

2.5.5. Personal Property - Conveyance. ***Except as provided in this Contract, c***onveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.6. Parking and Storage Facilities. The use or ownership of the following parking facilities: ***any and all on the Property***; and the use or ownership of the following storage facilities: ***any and all on the Property***. Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

2.5.7. Trade Fixtures. With respect to trade fixtures, Seller and Buyer agree as follows: ***all existing trade fixtures will remain on the Property as a convenience to Seller and the entire purchase price is allocated to the real property***.

The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances. ***Except as provided in this Contract, c***onveyance will be by bill of sale or other applicable legal instrument.

2.5.8. Leased Items. The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items): ***all golf carts, driving range units and beverage carts.***

Buyer ☒ **Will** ☐ **Will Not** assume Seller's debt and obligations under such leases for the Leased Items subject to Buyer's review under §10.6. (Leased Items Documents) and Buyer's receipt of written approval by such lessor before Closing. If Buyer does not receive such approval this Contract terminates.

2.5.9. Solar Power Plan. If the box is checked, Seller has entered into a solar power purchase agreement, regardless of the name or title, to authorize a third-party to operate and maintain a photovoltaic system on the Property and provide electricity (Solar Power Plan) that will remain in effect after Closing. Buyer ☐ **Will** ☒ **Will Not** assume Seller's obligations under such Solar Power Plan subject to Buyer's review under §10.6. (Solar Power Plan) and Buyer's receipt of written approval by the third party before Closing. If Buyer does not receive such approval this Contract terminates

2.6. Exclusions. The following items are excluded (Exclusions): ***any personal property that is not part of the Inclusions in Section 2.5, or otherwise agreed to be Inclusions by the parties, and personal effects of Seller.***

2.7. Water Rights/Well Rights.

☒ **2.7.1. Deeded Water Rights.** The following legally described water rights: ***All water, water rights (direct flow, underground, well, storage and certificated and uncertificated water shares), ditches and ditch rights appurtenant to, belonging to, currently or historically used in connection with, or adjudicated for use on all or any part of the Property. The deed conveying the Water Rights will contain the following language:***

"Grantor does not intend for the specific description of the Water Rights contained in this deed to limit the general grant of Water Rights in this deed in any way. Although Colorado courts, when trying to determine a grantor's intent, have sometimes held that a specific grant controls a general or implied grant, Grantor does not intend for that doctrine to be applied when interpreting this deed".

Any deeded water rights will be conveyed by a good and sufficient ***bargain and sale deed at Closing or by equivalent exclusion of warranties of title if the conveyance of deeded water rights is contained in the deed of the Property from Seller to Buyer***.

☒ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3 and 2.7.4, will be transferred to Buyer at Closing: ***Seller shall provide Buyer a written description of other such water rights relating to the Property, if any, by the Record Title Deadline.***

☒ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is ***to be provided to Buyer by Seller on or before the Record Title Deadline***.

☒ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing***, if any,*** are ***to be provided to Buyer by Seller on or before the Record Title Deadline.***

2.7.5. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water), § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.7.6. Water Rights Review. Buyer has a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline.**

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	***2 Days After ADD***
2	§ 4	Alternative Earnest Money Deadline	***N/A***

		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	***7 Days After ADD***
4	§ 8	Record Title Objection Deadline	***56 Days After ADD***
5	§ 8	Off-Record Title Deadline	***7 Days After ADD***
6	§ 8	Off-Record Title Objection Deadline	***56 Days After ADD***
7	§ 8	Title Resolution Deadline	***56 Days After ADD***
8	§ 8	Third Party Right to Purchase/Approve Deadline	***N/A***
		Owners' Association	
9	§ 7	Association Documents Deadline	***N/A***
10	§ 7	Association Documents Termination Deadline	***N/A***
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	***7 Days After ADD***
12		Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	***N/A***
		Loan and Credit	
13	§ 5	New Loan Application Deadline	***N/A***
14	§ 5	New Loan Terms Deadline	***N/A***
15	§ 5	New Loan Availability Deadline	***N/A***
16	§ 5	Buyer's Credit Information Deadline	***N/A***
17	§ 5	Disapproval of Buyer's Credit Information Deadline	***N/A***
18	§ 5	Existing Loan Deadline	***N/A***
19	§ 5	Existing Loan Termination Deadline	***N/A***
20	§ 5	Loan Transfer Approval Deadline	***N/A***
21	§ 4	Seller or Private Financing Deadline	***N/A***
		Appraisal	
22	§ 6	Appraisal Deadline	***N/A***
23	§ 6	Appraisal Objection Deadline	***N/A***
24	§ 6	Appraisal Resolution Deadline	***N/A***
		Survey	
25	§ 9	New ILC or New Survey Deadline	***35 Days After ADD***
26	§ 9	New ILC or New Survey Objection Deadline	***42 Days After ADD***
27	§ 9	New ILC or New Survey Resolution Deadline	***56 Days After ADD***
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	***10 Days After ADD***
29	§ 8	Mineral Rights Examination Deadline	***10 Days After ADD***
30	§ 10	Inspection Objection Deadline	***49 Days After ADD***
31	§ 10	Inspection Termination Deadline	***56 Days After ADD***
32	§ 10	Inspection Resolution Deadline	***56 Days After ADD***
33	§ 10	Property Insurance Termination Deadline	***56 Days After ADD***
34	§ 10	Due Diligence Documents Delivery Deadline	***7 Days After ADD***
35	§ 10	Due Diligence Documents Objection Deadline	***49 Days After ADD***
36	§ 10	Due Diligence Documents Resolution Deadline	***56 Days After ADD***
37	§ 10	Environmental Inspection Termination Deadline	***60 Days After ADD***
38	§ 10	ADA Evaluation Termination Deadline	***60 Days After ADD***
39	§ 10	Conditional Sale Deadline	***N/A***
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	***N/A***
41	§ 11	Estoppel Statements Deadline	***10 Days After ADD***
42	§ 11	Estoppel Statements Termination Deadline	***49 Days After ADD***
		Closing and Possession	
43	§ 12	Closing Date	***March 31, 2026***
44	§ 17	Possession Date	***March 31, 2026***
45	§ 17	Possession Time	***Upon Closing***
46	§ 27	**Acceptance Deadline Date**	***January 28, 2026***
47	§ 27	**Acceptance Deadline Time**	***11:59 p.m.***

3.2. Applicability of Terms. Any box checked in this Contract means the corresponding provision applies. If any deadline blank in § 3.1 (Dates and Deadlines) is left blank or completed with the abbreviation "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies. The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. ***The abbreviation "ADD" (Acceptance Deadline Date) means the date specified in Item 46 of § 3.1 of this Contract.*** The abbreviation "N/A" as used in this Contract means not applicable.

3.3. Day; Computation of Period of Days; Deadlines

3.3.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

3.3.2. Computation of Period of Days, Deadline. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

3.3.3. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	***$ 1,246,479.05***	
2	§ 4.3	Earnest Money		$
3	§ 4.5	New Loan		$
4	§ 4.6	Assumption Balance		$
5	§ 4.7	Private Financing		$
6	§ 4.7	Seller Financing		$
7				
8				
9	§ 4.4	Cash at Closing		***$ 1,246,479.05***
10		**TOTAL**	***$ 1,246,479.05***	***$ 1,246,479.05***

4.2. Seller Concession. ***[intentionally deleted]***

4.3. Earnest Money. ***[intentionally deleted]***

4.3.1. Alternative Earnest Money Deadline. ***[intentionally deleted]***

4.3.2. Disposition of Earnest Money. ***[intentionally deleted]***

4.3.2.1. Seller Failure to Timely Return Earnest Money. ***[intentionally deleted]***

4.3.2.2. Buyer Failure to Timely Release Earnest Money. ***[intentionally deleted]***

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**.

4.4.3. Available Funds. Buyer represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan. ***[intentionally deleted]***

4.6. Assumption. ***[intentionally deleted]***

4.7. Seller or Private Financing. ***[intentionally deleted]***

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS. ***[intentionally deleted]***

6. APPRAISAL PROVISIONS. ***[intentionally deleted]***

7. OWNERS' ASSOCIATION. ***[intentionally deleted]***

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☐ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☒ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** *N/A*.

Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.5 (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). ***If any item described in this § 8.3 is known***

to Seller to exist on or after the date of this Contract but is not in Seller's possession, Seller will deliver a written description of any such item and its location to Buyer on or before the Off-Record Title Deadline so that Buyer, at Buyer's discretion and at Buyer's expense, may seek to obtain a copy of such item. Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7 (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing Districts. ***[intentionally deleted]***

8.5. Tax Certificate. A tax certificate paid for by ☐ **Seller** ☒ **Buyer**, for the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6. Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

8.7. Right to Object to Title, Resolution. Buyer's right to object, in Buyer's sole subjective discretion, to any title matters includes those matters set forth in § 8.2 (Record Title), § 8.3 (Off-Record Title), § 8.5 (Tax Certificate) and § 13 (Transfer of Title). If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2 (Record Title) or § 8.3 (Off-Record Title), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.7.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1, on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.8. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A

MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.9. Mineral Rights Review. Buyer has a Right to Terminate if examination of the Mineral Rights is unsatisfactory to 467 Buyer on or before the **Mineral Rights Examination Deadline**.

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, a: 1) ☐ **New Improvement Location Certificate (New ILC)**; or, 2) ☒ **New Survey** in the form of ***an ALTA SURVEY***; is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☐ **Seller** ☒ **Buyer** will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ **Seller** ☒ **Buyer.**

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and ***none*** will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object to the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3 or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination, i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**.

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY AND DUE DILIGENCE.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the Seller's Property Disclosure Deadline. ***When delivered, Seller's Property Disclosure form will become part of this Contract.***

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose, in writing, to Buyer any adverse material facts actually known by Seller as of the date of this Contract. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property, Inclusions, and included Leased Items to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults**."

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Termination. On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 24.1, that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

10.3.2. Inspection Objection. On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**. Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property, Inclusions, and included Leased Items as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4 does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the right to review and object to the availability, terms and conditions of and premium for property insurance (Property Insurance). Buyer has the Right to Terminate under § 24.1, on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. Seller agrees to deliver copies of the following documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

10.6.1.1. Occupancy Agreements. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing 548 are as follows (Leases):

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.8., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline.**

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**.

10.6.1.4. Solar Power Plan. Copy of any Solar Power Plan not included in Leased Items (regardless of its name or title).

10.6.1.5. Septic Use Permit. If required by the local health department or other applicable government entity, on or before the local health department's applicable deadline, Seller must pay for and furnish to Buyer a Septic Use Permit.

10.6.1.6. Other Documents. If the respective box is checked, Seller agrees to additionally deliver copies of the following:

☒ **10.6.1.6.1.** All contracts relating to the operation, maintenance and management of the Property;

☒ **10.6.1.6.2.** Property tax bills for the last ***three (3)*** years;

☒ **10.6.1.6.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;

☒ **10.6.1.6.4.** A list of all Inclusions to be conveyed to Buyer;

☒ **10.6.1.6.5.** Operating statements for the past ***three (3)*** years;

☒ **10.6.1.6.6.** A rent roll accurate and correct to the date of this Contract;

☒ **10.6.1.6.7.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

☒ **10.6.1.6.8.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past ***three (3)*** years;

☒ **10.6.1.6.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3);

☒ **10.6.1.6.10.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

☒ **10.6.1.6.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;

☒ **10.6.1.6.12.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

☒ **10.6.1.6.14.** Other: ***Any existing notices from any entity, organization, or person regarding changes to zoning or use of adjacent properties; notices of any legal proceeding related to the property; agreements with any property management or companies; and any unexpired warranties including, but not limited to those related to roofs, the HVAC systems, or any built in appliances.***

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object to Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or ***if the Due Diligence Documents or any inspection report or other document related to the Property, Leased Items, or Inclusions obtained by Buyer from any source*** are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

10.6.2.4. Automatic Due Diligence Extension. If a Due Diligence Document is not delivered on or before the Due Diligence Documents Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Due Diligence Document. If Buyer's right to review and object to such Due Diligence Document is extended due to such Due Diligence Document not being delivered on or before the Due Diligence Documents Deadline, the Due Diligence Document Resolution Deadline will also be extended to the earlier of Closing or fifteen days after Buyer's receipt of such Due Diligence Document.

10.6.3. Zoning. Buyer has the Right to Terminate under § 24.1, on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental. Buyer has the right to obtain environmental inspections of the Property including Phase I Environmental Site Assessment. ☐ **Seller** ☒ **Buyer** will order or provide Phase I Environmental Site Assessment (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments), at the expense of ☐ **Seller** ☒ **Buyer** (Environmental Inspection).

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by ***90*** days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, ☐ **Seller** ☒ **Buyer** must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4, Buyer has the Right to Terminate under § 24.1, on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

10.6.5. Due Diligence – ADA. Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the

Property, if any. Buyer has the Right to Terminate under § 24.1, on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. ***[intentionally deleted]***

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). ***[intentionally deleted]***

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

10.10. Lead-Based Paint. ***[intentionally deleted]***

10.11. Carbon Monoxide Alarms. ***[intentionally deleted]***

10.12. Methamphetamine Disclosure. ***[intentionally deleted]***

11. TENANT ESTOPPEL STATEMENTS.

11.1. Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;

11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;

11.1.3. The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;

11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and

11.1.6. That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.

11.2. Seller Estoppel Statement. In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required §11.1 above and deliver the same to Buyer on or before **Estoppel Statements Deadline.**

11.3. Estoppel Statements Termination. Buyer has the Right to Terminate under § 24.1, on or before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably-required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☐ **Are** ☒ **Are Not** executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by ***mutual agreement of the parties***.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

12.5. Assignment of Leases. Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.8. (Leased Items).

13. TRANSFER OF TITLE.

Subject to tender of payment at Closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller must execute and deliver a good and sufficient ***Special Warranty Deed*** to Buyer, at Closing, "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless otherwise agreed to in this Contract or by Buyer in writing, any amounts owed on any liens or encumbrances against the Property or Inclusions, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid before Closing by Seller, at Closing from the proceeds of this transaction, or from any other source..

15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other *N/A***.

15.3. Association Fees and Required Disbursements. ***[intentionally deleted]***

15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

15.7. Private Transfer Fee. Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

15.6. Water Transfer Fees. The Water Transfer Fees***, if any,*** for:

☒ Water Stock/Certificates ☒ Water District

☒ Augmentation Membership ☒ Small Domestic Water Company ☒ ***any other***

must be paid at Closing by ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

15.9. FIRPTA and Colorado Withholding.

15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.8.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

16.1. Prorations. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on ☐ **Taxes for the Calendar Year Immediately Preceding Closing** ☒ **Most Recent Mill Levy and Most Recent Assessed Valuation**, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or ☐ **Other *N/A***.

16.1.2. Rents. Rents based on ☒ **Rents Actually Received** ☐ **Accrued**. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions and notify all tenants in writing of such transfer and of the transferee's name and address.

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan, and ***none other unless approved by Buyer***.

16.1.4. Final Settlement. Unless otherwise agreed in writing, these prorations are final.

16.2. Association Assessments. ***[intentionally deleted]***

17. POSSESSION. Possession of the Property will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.1.

If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer for payment of ***$500*** per day (or any part of a day notwithstanding § 3.1) from **Possession Date** and **Possession Time** until possession is delivered.

GENERAL PROVISIONS

18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1, on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1, on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1, on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

20.1. If Buyer is in Default:

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty and the Parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance, or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2 applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree

is fair and reasonable and (except as provided in §§ 10.4, 21, 22 and 23), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

20.2.1. Specific Performance, Damages or Both. Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance, or damages, or both.

20.2.2. Seller's Failure to Perform. In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

21. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

22. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

23. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpled the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

24. TERMINATION.

25.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

25.2. Effect of Termination. In the event this Contract is terminated, all Earnest Money received hereunder will be returned to Buyer and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 21, 22 and 23.

25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

26. NOTICE, DELIVERY AND CHOICE OF LAW.

26.1. Physical Delivery and Notice. Any document, or notice to Buyer or Seller must be in writing, except as provided in § 26.2 and § 26.3. and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

26.2. Electronic Notice. As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile or email.

26.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

26.4. Choice of Law. This Contract and all disputes arising ***under this Contract or concerning the relationship of the parties in connection with this Contract*** are governed by and construed in accordance with the laws of the State of Colorado applicable to ***contracts for the purchase and sale of*** real property located in Colorado.

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

28. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations**; **Title Insurance, Record Title and Off-Record Title**; **New ILC, New Survey;** and **Property Disclosure**, **Inspection**, **Indemnity**, **Insurability and Due Diligence**.

29. BUYER'S BROKERAGE FIRM COMPENSATION. ***[intentionally deleted]***

ADDITIONAL PROVISIONS AND ATTACHMENTS

30. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

30.1. Seller warrants and represents to Buyer that:

30.1.1. Seller has never used or authorized use of (and although Seller has not made any investigation or inquiry of any previous owner or tenant, Seller has no actual knowledge or information that any previous owner or any tenant of all or any part of the Property has used) the Property as the site of any storage, release, threatened release, or disposal of any hazardous substance (as defined, regulated, or banned by federal or state law or regulation) which might result in liabilities or responsibilities under CERCLA, the Clean Water Act, or any other federal or state environmental protection law or regulation; except for pesticides, fertilizers, and materials such as petroleum-based products used in normal farming and ranching operations, all of which to the best of Seller's knowledge have been utilized and disposed of properly and in conformance with all manufacturers' instructions and all applicable state and federal laws and regulations. In addition, although Seller has not made any inquiry or performed any investigation, Seller has no actual knowledge: (a) that underground storage tanks are present, or have ever been present, on the Property, or (b) that there is now or ever has been on the Property any landfill for the disposal of trash or waste generated on the Property or elsewhere.

30.1.2. To Seller's actual knowledge without having conducted any investigation or inquiry, there is no fact or condition existing with respect to all or any part of the Property or its operation that violates any law, rule, regulation, ordinance, code, order, decree, or ruling of any local, state, or federal government, agency, or court (including without limitation CERCLA or the Clean Water Act). Seller has not received notice, written or otherwise, from any governmental or quasigovernmental agency requiring the correction of any condition with respect to the Property, or any part of it. Seller has not received notice (and has no other actual knowledge or information with respect to the Property or any part of it) of any pending or contemplated: (a) litigation or proceeding by any person or entity; or (b) other court, governmental, quasi-governmental, or agency action (for example, any condemnation action), proceeding, or inquiry. Neither Seller nor the Property is a party to or bound by any agreement, stipulation, ruling, decree, injunction, or order which would materially impair Buyer's ability to utilize the Property for Buyer's intended purposes.

30.1.3. By closing this Contract, Seller is deemed to restate and ratify as of to the date of Closing all of the representations and warranties in this Section 30.1, except as they may have been modified under subsection (4) below.

30.1.4. If Seller receives any notice or otherwise becomes aware in any manner of any fact or circumstance that would change or otherwise impact Seller's warranties and representations under this Section 30.1, Seller will immediately disclose such fact or circumstance to Buyer in writing, and Buyer will have until the later of the Inspection Objection Deadline or 10 days after receipt of such disclosure from Seller in which Buyer may terminate this Contract on that basis in Buyer's sole subjective discretion by notice of termination received by Seller within that time.

30.1.5. Seller will indemnify and hold Buyer harmless from any and all damages, claims, liabilities, costs, and expenses incurred by or asserted against Buyer arising from or related to breach by Seller of any of Seller's representations or warranties under this Section 30.1, including by way of example and not by way of limitation, response costs, costs of removal, costs of remediation, and liabilities for damages to natural resources, plus expert, consultant, and attorneys fees and costs.

30.1.6. "Regulation" means any statute, law, code, ordinance, regulation, permit, certificate, or order of any federal, state, or local governmental agency, authority or subdivision, or any judgment, order, ruling, decree, injunction, writ or order of any court, arbitrator, or administrative body. As used in the § 30.1, "hazardous substances" means any and all flammable explosives, radioactive materials, hazardous wastes, hazardous substances, toxic substances, and related materials and includes without limitation materials identified in: the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§ 9601–9657); the Hazardous Material Transportation Act of 1975 (49 U.S.C. §§ 5101–5127); the Resource Conversation and Recovery Act of 1976 (42 U.S.C. §§ 6901–6987); the Colorado Air Pollution Prevention and Control Act (C.R.S. §§ 25-7-101, et seq.); the Colorado Water Quality Control Act (C.R.S. §§ 25-8-101, et seq.); and the Colorado Hazardous Waste Management Act (C.R.S. §§ 25-15-101, et seq.). For purposes of this § 30.1, the terms "disposal," "release," and "threatened release" means and includes any disposal, discharge, release, or threatened release as defined in (or for purposes of) the federal Comprehensive Environmental Response, Compensation, and Liability Act, or any other Regulation relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material, as in effect now or at any later time.

30.2. <u>Pre-Closing Covenants.</u> From ADD until the Closing Date or earlier termination of this Contract, Seller will, at Seller's sole cost and expense:

30.2.1. Maintenance of Property. Keep, maintain, and repair the Property in as good and presentable condition as exists on ADD (normal wear and tear and normal levels of breakage and malfunction excepted), and comply in all material respects with all Laws affecting the Property;

30.2.2. Leases. Not enter into any Lease, nor extension or modification of any existing Lease, except for Leases that will not be binding on Buyer nor effective on or after the Closing Date without the prior written consent of Buyer, in Buyer's sole subjective discretion;

30.2.3. Litigation. Advise Buyer promptly of any litigation, arbitration, or administrative hearing concerning or affecting the Property which is instituted or threatened after the date of this Contract and of which Seller has actual knowledge;

30.2.4 Violations of Contract. Not take, or omit to take, any action that would have the effect of violating in any material respect any of the representations, warranties, covenants, and agreements of Seller contained in this Contract;

30.2.5 Transfer; Encumbrances. Not sell, assign, or convey any right, title, or interest whatsoever in or to the Property, or any portion of it, nor create or permit to exist any lien, encumbrance, or charge on the Property that is not released on or before the Closing Date;

30.2.6. Hazardous Materials. Advise Buyer promptly upon obtaining actual knowledge that a release of Hazardous Materials has occurred at, upon, or in the vicinity of the Property;

30.2.7. Expenses of Ownership. Pay and discharge all expenses of ownership of the Property as and when the same become due and payable;

30.2.8. Notices. Promptly notify Buyer in writing of (1) any material defaults under any leases, Contracts, or any other agreements in any way relating to the Property, (2) violations of any Laws, or (3) any other matter which could reasonably be expected to adversely affect the Property in a material manner;

30.2.9. Maintenance of Representations. Use Seller's commercially reasonable efforts not to take any action which would render, or which reasonably may be expected to render, any representation or warranty made by Seller in this Contract untrue in any material adverse manner at any time prior to the Closing;

30.2.10. Notice of Material Change. Notify Buyer of any emergency or other material change in the normal course of the operation of the Property (including the filing of any material litigation, the existence of any material dispute with any person or entity, any tax claims, governmental or third party complaints, investigations or hearings (or communications indicating that the same may be contemplated));

30.2.11. Continuing Compliance. Comply in all material respects with all legal requirements and Contractual obligations applicable to the operation of the Property and pay all applicable Taxes.

30.3. Continuing Nature. All of the covenants, representations, and warranties of Seller made in this Contract (i) are true and correct in all material respects as of its date, (ii) will be true and correct in all material respects as of the Closing Date and through Closing, and (iii) will survive the Closing and will not be extinguished by reason of the occurrence of the Closing or merged into the deed of the Property delivered by Seller to Buyer at Closing.

30.4. Reliance. Seller expressly acknowledges and agrees that (i) Buyer is and will be relying on the representations, warranties and covenants of Seller set forth in this Contract, (ii) the representations, warranties and covenants set forth in this Contract are a material inducement to Buyer to enter into this Contract, and (iii) all such representations, warranties and covenants will survive the delivery of the Deed and the Closing.

30.5. Changes in Status. Seller will promptly advise Buyer in writing of any changes, additions, deletions, or modifications in or to any of the materials to be delivered to Buyer, and will provide Buyer with true, correct, and complete copies of such changes, additions, deletions, or modifications as soon as practical after Seller obtains the same.

30.6. Seller Cooperation with Buyer in Conducting Due Diligence and Preparation of Plans. From the Execution Date until the Closing Date or earlier termination of this Contract, Seller will cooperate with Buyer in the conduct of Buyer's due diligence and preparation of designs/plans. Seller will permit Buyer, and current and prospective lenders to Buyer, and the agents, attorneys, accountants, architects, planners, designers, contractors, and representatives of all of the foregoing, upon reasonable notice (but without having to obtain further approval) during normal business hours to enter upon and conduct such tests and perform such activities upon the Property as Buyer may reasonably require, and to inspect all aspects of the Property, and all Books and Records with respect to the Property within the possession or control of Seller. Buyer will make reasonable efforts to provide advance notice to Seller of when Buyer's agents or consultants intend to make any entries, investigations, or inspections called for in this Contract. Seller agrees to provide to Buyer before Title Deadline all copies of plans, blueprints, as built drawings, surveys, designs, and other such Property documents as Seller has in Seller's possession or to which Seller has the right to obtain possession.

30.7. The provisions of this Contract have been independently, separately, and freely negotiated by the parties as if drafted by both of them. The parties waive any statutory or common law presumption which would serve to have this Contract construed in favor of or against either party.

30.8. Concerning the Personal Property to be transferred under this Contract, Buyer and Seller agree the personal property items described in Section 2.5 are intended by the parties to be part of the real estate comprising the Property, would not be purchased by Buyer but for purchase of the Property under this Contract, and have no material value separate and apart from the real estate comprising the Property. For that reason, no portion of the Purchase Price will be allocated to personal property.

30.9. Seller shall provide Buyer with an inventory of attached and nonattached inclusions (the "Inventory") 30 days after ADD. Buyer shall have until 60 days after ADD to object to such inventory. This Contract will terminate 70 days after ADD if the parties have not signed a mutually agreeable Inventory.

30.10. Additional Due Diligence. ***Seller shall deliver copies of any documents and information pertaining to any and all irrigation systems and equipment, wells, well pumps, water lines and septic systems within the Property including, without limitation, plans, permits, as built surveys, reports and studies by the Due Diligence Deadline.***

30.11. Buyer and Seller each waive any right to a jury in any action or proceeding concerning this Contract to the maximum extent permitted by law.

30.12. References in this Contract to "Title Company", "Closing Company" or "Earnest Money Holder" shall mean Commonwealth Title Company of Garfield County, Inc. located at 127 E. 5th Street, Rifle, CO 81650

30.13. All Title Documents will be prepared by Title Company, which will also act as Closing Company and will be engaged by Buyer and Seller to provide closing and settlement services for this transaction.

30.14. Each party warrants to the other party that no real estate broker is entitled to claim a commission related to this transaction. Each party agrees to indemnify the other for any commission or fee claimed by any real estate broker through or based on the action of that party.

30.15. Each party represents and warrants that they have the authority to enter into this Contract and that the individuals signing this Contract are authorized representative with full authorization to bind the represented party by execution of this Contract.

30.16 Buyer may assign this Contract to an entity created by Buyer.

31. OTHER DOCUMENTS.

31.1. The following documents **are a part** of this Contract: ***Exhibit A, Legal Description; the Inventory; and Seller's Property Disclosure.***

31.2. The following documents have been provided but are **not** a part of this Contract: ***Asset Purchase Agreement and any Exhibits or addendums thereto.***

SIGNATURES

BUYER: **CITY OF RIFLE, COLORADO, a Colorado home-rule municipality**

By: _____

[NOTE: If this offer is being countered or rejected, do not sign this document.]

SELER: **RIFLE GAP LAND COMPANY, a Colorado nonprofit corporation**

By: _____

END OF CONTRACT TO BUY AND SELL REAL ESTATE

32. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE. ***[intentionally deleted]***

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE. ***[intentionally deleted]***

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("AGREEMENT") is made and entered into on _____, 20___ by and between **RIFLE GAP LAND COMPANY**, a Colorado nonprofit corporation ("Seller") and **CITY OF RIFLE**, a Colorado home-rule municipality and/or Assigns ("Buyer"). Seller and Buyer are referred to individually as a "Party" and collectively as the "Parties.

RECITALS

A. Seller owns and operates the golf course and related Business Assets described below and known as "Rifle Creek Golf Course" (the "Business") together with the real property located at 3004 Highway 325, Rifle, CO 81650 (the "Property").

B. Buyer desires to purchase from Seller and Seller desires to sell to Buyer, on the terms and subject to the conditions of this Agreement, certain rights and Business Assets belonging to and used by Seller in the conduct of the business enterprise operated under the name of the Business.

C. The Parties desire to provide for the sale and transfer of the Business Assets pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

PURCHASE AND SALE OF ASSETS.

1. Sale of Business Assets. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, assign and deliver to Buyer, and Buyer agrees to purchase from Seller, all of the following, which are collectively referred to as the "Business Assets:"

a. The tangible personal property, furniture, fixtures, vehicles, equipment, machinery, and other tangible assets owned by Seller and used in connection with the Business on the date of this Agreement, plus all additions and replacements added prior to Closing shall be left at the Property as a convenience to the Seller. The Business Assets are more specifically described in the attached ***Exhibit A***;

b. All intangible personal property, including accounts receivable, notes receivable, and other rights to payment related to the Business, intellectual property rights, trademarks, service marks, trade names, domain names, copyrights, patents, trade secrets, know-how, licenses, permits, approvals, and other intangible assets used or held for use in the operation of the Business.

c. All books and records in the possession of Seller relating to operation of the Business or the Business Assets including without limitation, lists of members, customers, service providers and suppliers, contracts, leases, commitments, license agreements, records with respect to pricing, volume, payment history, costs, mailing lists, sales, purchasing and materials, including any such records which are maintained on computer;

d. All retail inventory, inventories of supplies, parts, and other items used or held for use in the operation of the Business, as more particularly described in the Inventory attached as ***Exhibit B****;*

e. All of Seller's processes, computer programs and related documents, instructions, machine manuals, any non-expired warranties and guarantees, and similar items used by Seller in the operation of its Business which are in the possession of Seller;

f. Any and all rights the Seller has, in and to the logo and trade name "Rifle Creek Golf Course."

g. Assignment of the business telephone number: (970) 625-1093 and post office box, if any.

h. Assignment of Seller's website, www.riflecreekgc.com together with the e-mail address info@riflecreekgc.com, and any web based advertising or social media accounts, together with any login and password information necessary to access, use and control same.

2. Inventory. Seller and Buyer will review Seller's inventory.

a. Buyer will purchase the existing inventory on hand which has been entered on Seller's business records at Seller's cost.

b. Inventory for the upcoming 2026 golf season that has been ordered by Seller and all debt for such inventory will be assumed by Buyer. Any such inventory for the 2026 season will not be entered into Seller's records; and if received before Closing will not be displayed for sale. The assumption of such trade debt will be in a form satisfactory to Buyer and Seller.

c. Seller and Buyer will schedule by mutual agreement a date to conduct the inventory within five (5) days of the Closing.

d. Payment of the value of inventory due under subparagraph a above will be paid by Buyer to Seller in cash at Closing.

3. Sale of Property. Buyer is purchasing the Property from Seller pursuant to that Contract to Buy and Sell Real Estate (the "Real Estate Contract") entered into by and between the Parties contemporaneously with this Agreement. The Real Estate Contract is incorporated into this Agreement by this reference.

4. Consideration. The full purchase price of the Business Assets and the Property is ***$1,246,479.05*** (the "Purchase Price"), plus Closing adjustments as provided in this Agreement.

Buyer shall pay the Purchase Price to Seller at Closing in good funds as provided in the Real Estate Contract.

5. Lease Agreement. Seller leases a portion of the Property for use as restaurant space (the "Premises") to _____ ("Tenant") pursuant to that Lease Agreement, dated _____, ____ (the "Lease"). Buyer, Tenant and Seller will enter into an agreement, or agreements addressing Tenant's use and possession of the Premises in forms that are mutually acceptable to the Parties and Tenant.

6. Assumption of Liabilities. Buyer will not assume any of Seller's liabilities, except the Business' golf cart lease through 2030.

7. Taxes. All sales and use taxes arising out of the transfer of the Business Assets will be paid by Buyer.

8. Allocation of Purchase Price. Buyer and Seller agree that the purchase price of the Business Assets will be allocated as follows:

Real Estate	$	1,246,479.05
Furniture, Fixtures & Equipment	$	0.00
Inventory	$	0.00
Goodwill, trade name	$	0.00
TOTAL	$	1,246,479.05

Each of the parties agrees to report this transaction for federal tax purposes in accordance with this allocation of the purchase price. If either party treats any item in a manner inconsistent with this provision, that party will indemnify and hold the other harmless from all resulting tax liability, penalties, interest, and additional assessments asserted by the applicable taxing authorities, together with reasonable attorney's and accountant's fees incurred in connection with any examination, appeal, protest, negotiation or litigation regarding that liability.

9. Condition of and Damage to Property. Except as otherwise provided in this Agreement or the Real Estate Contract, the Business Assets shall be delivered in "as is" condition existing as of the date of this Agreement, ordinary wear and tear excepted. If any of the Business Assets fail or are damaged between the date of this Agreement and the date of Closing, then Seller will repair or replace such Business Assets with comparable assets, less any insurance proceeds received by Buyer covering such repair or replacement.

SELLER'S REPRESENTATIONS AND WARRANTIES

10. Warranties. Seller represents and warrants to Buyer the following will be true and accurate as of the date of Closing:

a. Organization. The Business is operated by a corporation, duly organized, validly existing, and in good standing under the laws of the State of Colorado. The corporation has the necessary powers to own its properties and to carry on its business as now owned and operated.

b. Corporate Authority. All actions necessary have been taken by the directors and shareholders of Seller and have been or will have been taken on behalf of Seller as of the date of Closing. Seller will supply to Buyer, on or before Closing a resolution authorizing this corporation and its appropriate officers to enter into this Agreement and to consummate the transactions contemplated by this Agreement.

c. Title. Seller is the owner, beneficially of record, of all of the Business Assets and the Real Estate, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions, except as otherwise provided in ***Exhibit C***.

d. Employees and Employment Contracts. There are no employment contracts, collective bargaining agreements, pension, retirement, bonus, profit-sharing, stock option, or other agreements or arrangements providing for remuneration or benefits for employees of the Business which will survive Closing or by which the Buyer will be bound. Seller has fully compensated all employees and fulfilled all other obligations to any employees. All current employees of the Business are employees at will and shall remain employees at will until Closing.

e. Compliance with Law. There is no suit, action, arbitration, or legal, administrative, or other proceeding, or governmental investigation pending or threatened against or affecting the operation of the Business, or any part of the Business Assets, except as otherwise provided in this Agreement. To the best of Sellers knowledge, the Business and Business premises are in full compliance with all applicable laws and regulations.

f. Full Disclosure. Seller acknowledges that none of the representations and warranties made in writing by Seller or made in any financial statements or memorandum furnished or to be furnished by Seller, contains or shall contain any untrue statement of material fact, or omit any material fact the omission of which would be misleading.

g. Tax Liens. There are no federal, state or other governmental agency tax liens encumbering the Business Assets on record or threatened.

h. Tax Returns. Seller has filed state and federal all income tax returns, federal and state employee payroll withholding returns, state unemployment, sales and personal property tax returns, due with respect to the periods ending before the date of Closing and personal property tax returns that are required to be filed, and has paid all taxes as shown on the returns and all assessments received by it to the extent such taxes and assessments have become due. Seller will be responsible for payment and filing of employee and sales taxes through the Closing.

i. Liens. There has been no work performed in or about the Business premises or materials furnished thereto which would give rise to a mechanic's lien.

j. Continuity of Business and Seller Cooperation. Seller agrees that at the time of Closing the Business shall be operational and shall have sufficient inventory and supplies so that Buyer may continue the Business as usual. Seller will cooperate with Buyer in an orderly transition of the Business.

11. Warranties at Closing. All representations and warranties of the Seller set forth in this Agreement, or the Real Estate Contract, and in any written statements delivered to Buyer by Seller under this Agreement will also be true and correct as of the Closing date as if made on that date. If there is any claimed material breach as to warranties, notice must be given by the Buyer to the Seller within 30 days after discovery of the breach and any claims must be filed no later than one year after Closing.

12. Reliance of Representations. The foregoing representations and warranties have been made by Seller to Buyer, and Buyer has relied on them and they form a material consideration and inducement to the Buyer to enter into this Agreement.

BUYER'S REPRESENTATIONS AND WARRANTIES

13. Warranties. Buyer unconditionally represents and warrants to Seller that:

a. Authority. Buyer is legally capable of entering into this Agreement and of performing all of Buyers obligations hereunder, and this Agreement is valid, legal and binding according to its terms.

b. Inspection. Buyer will on or before the Inspection Deadline provided for in the Real Estate Contract, fully and thoroughly investigate and inspect the operations of the Seller and the Business Assets as to the condition of the Business Assets and the potential liabilities and revenues which the Business may generate. Additionally, Buyer will inspect, to Buyers complete satisfaction, all exhibits, certificates, lists, and other instruments available to Buyer with respect to this Agreement. Buyer acknowledges that Seller has made no representation, predictions, or promises regarding the future success or failure of the Business or its potential for profit or income. Buyer is relying solely on his own investigation and evaluation in determining the feasibility of owning and operating the Business.

SELLER'S OBLIGATIONS BEFORE CLOSING

14. Seller's Covenants. Seller covenants that from the date of this Agreement until the Closing except as otherwise consented to in writing by Buyer:

a. Access to Information. Buyer and his counsel, accountants, and other representatives shall have full access during normal business hours to all properties, books, accounts, records, contracts, tax returns and documents of or relating to the operation of the Business from the effective date of this Agreement to Closing. Seller shall furnish to Buyer and his heir representatives all data and information concerning the operation of the Business that may reasonably be requested.

b. Business Relationships. Seller shall use its best efforts to preserve its present relationship with customers, employees, suppliers and others having Business relationships with Seller.

c. Tax Certificates. Seller shall provide at or before Closing a current tax information from the county treasurer relating to the personal property to be conveyed pursuant to this Agreement.

BUYER'S CONDITIONS

15. Conditions. The obligation of Buyer to consummate the transaction contemplated by this Agreement is subject to the satisfaction of all the conditions set out below in this Section and conditions set forth in the Real Estate Contract. Buyer may waive any or all of these conditions in whole or in part. If any condition is neither met nor waived, then the Buyer may terminate this Agreement by written notice to Seller.

a. Accuracy of Representations. Except as otherwise permitted by this Agreement, all representations and warranties by the Seller in this Agreement or in any written statement that shall be delivered to Buyer under this Agreement shall be true on and as of the Closing date as though made at that time.

b. Performance of Seller. Seller shall have performed, satisfied, and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with, on or before Closing date.

c. Due Diligence. Buyer has conducted his due diligence review of Seller's Business Assets. If Buyer discovers any material, adverse outstanding issues with respect to the Business Assets that arise between the date of the execution of this Agreement and the Closing Date, Buyer may terminate this Agreement upon written notice to Seller.

CLOSING

16. Closing. The consummation of the sale, transfer, and conveyance of the Business Assets by Seller shall constitute the "Closing." The Closing Date is as provided for in the Real Estate Contract.

17. Delivery by Seller. At the Closing, Seller shall deliver or cause to be delivered to Buyer:

a. For the Business Assets, Seller shall execute and deliver to Buyer a Bill of Sale for the furniture, fixtures, and equipment.

b. For the Business name "Rifle Creek Golf Course," Business logo, the Business telephone numbers, and any leases, an Assignment in a form reasonably satisfactory to Buyer.

c. A corporate resolution authorizing the purchase and sale of the Business Assets of the corporation and a Certificate of Good Standing from the Colorado Secretary of State.

d. Lease Agreement applicable to the restaurant space.

e. All keys to the Business Premises.

18. Delivery By Buyer. At the Closing Buyer or its agent shall deliver to Seller $1,246479.05, in cash, in good funds.

19. Prorations. The sums due for rent, utilities, personal property taxes and sales taxes of the Business will be prorated through the Closing, thereafter, all such obligations shall be assumed by Buyer. Buyer will be solely responsible for all Business obligations and matters after the Closing.

20. Additional Documents. Each party, at any time before or after the Closing date, will execute, acknowledge, and deliver any further deeds, assignments, conveyances, and other assurances, documents, and instruments of transfer reasonably requested by the other and will take any other action consistent with the terms of this Agreement that may reasonably be requested by Buyer for the purpose of assigning, transferring, granting, conveying, and confirming to Buyer, or reducing to possession, any or all property to be conveyed and transferred by this Agreement.

BUYER'S OBLIGATIONS AFTER CLOSING

21. Buyer's Indemnity. Subject to limitations of applicable law, Buyer agrees to indemnify and hold harmless Seller against any and all claims, losses, costs, expenses, obligations, liabilities, damages, including interest, penalties, and reasonable attorneys' fees which are caused by Buyer operation or ownership of the Business commencing on the Closing date, or which result from, or relate to any breach of, or failure by Buyer to perform, or the untruth of any of their representations, warranties, covenants, or agreements in this Agreement or in any certificate, exhibit, or other instrument furnished or to be furnished by Buyer under this Agreement.

SELLER'S OBLIGATIONS AFTER CLOSING

22. Seller's Indemnity. Seller agrees to indemnify and hold harmless Buyer against any and all claims, losses, costs, expenses, obligations, liabilities, damages, including interest, penalties, and reasonable attorneys' fees, which are caused by Seller's operation or ownership of the Business prior to the Closing date, or which result from, or relate to any breach of, or failure by Seller to perform, or the untruth of any of its representations, warranties, covenants, or agreements in this Agreement or in any certificate, exhibit, or other instrument furnished or to be furnished by Seller under this Agreement.

MISCELLANEOUS

23. Headings. The subject headings for the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

24. Modification and Waiver. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous Agreements, representations, and understandings of the parties both oral and written. No supplement, modification, or amendment of this Agreement shall be binding unless

executed in writing by all the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

25. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, by original or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26. Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally; by e-mail when delivered; or three (3) days following notice by certified mail, return receipt requested, postage prepaid, and properly addressed as follows:

To Buyer at: City of Rifle
P.O. Box 1908
Rifle, Colorado 81650

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

To Seller at:

With a copy to:

Any party may change its address for purposes of this paragraph by giving the other parties written notice of the new address in the manner set forth above.

27. Conflicts. In the event of any conflicts between this Agreement and the Real Estate Contract, the Real Estate Contract shall control.

28. Governing Law. This Agreement is made under, and is to be construed and enforced in accordance with the laws of the State of Colorado.

29. Partial Invalidity. Should any provision of this Agreement or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application thereof other than those provisions as to which it shall have been invalid or unenforceable, shall not be affected thereby and shall continue in full force and effect and shall be enforceable to the fullest extent permitted in law or in equity.

30. Survival of Warranties. The representations, covenants, warranties, and unperformed obligations contained herein shall survive the Closing of this Agreement and any investigation made at any time with respect thereto, shall not merge into any of the documents executed and

delivered pursuant hereto and shall remain enforceable for a period of one year following Closing.

31. Binding on Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legatees, devisees, legal representatives, executors, administrators, successors and assigns.

32. Attorney Fees; Survival. Should this Agreement become the subject of litigation between the Buyer and Seller, the prevailing party shall be entitled to attorneys' fees and costs of suit actually incurred, including expert witness fees.

33. Assignment. Buyer may assign this Agreement to any entity in which Buyer owns a controlling interest. Upon such assignment, Buyer and Assignee will be jointly and severally liable for all of Buyer's obligations under this Agreement.

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

THE PARTIES BY THEIR SIGNATURES, APPROVE AND ACCEPT THE TERMS AND CONDITIONS AS SET FORTH IN THIS AGREEMENT.

SELLER: **Rifle Gap Land Company, a Colorado nonprofit Corporation**

_____

By: _____ Date

As: _____

BUYER: **City of Rifle, a Colorado home-rule muncipality**

_____

By: _____ Date

As: _____

DEPARTMENT OF PARKS AND RECREATION
202 Railroad Avenue, Rifle, CO 81650
Phone: 970-665-6570

MEMORANDUM

TO: Honorable Mayor and City Council Members

CC: Patrick Waller, City Manager

FROM: Austin Rickstrew, Parks and Recreation Director

DATE: December 9, 2025

SUBJECT: Considerations for Acquiring the Rifle Creek Golf Course

Background

During the August 20th, 2025, City Council workshop, the Rifle Creek Golf Course Board approached the Rifle City Council about the possibility of taking over operations of the golf course. City Council subsequently directed staff to investigate what would be required for the City to assume ownership and continue operations. At the October 15th, 2025, workshop, staff provided an initial packet of information which included a building inspection report, an ADA compliance audit, a water rights summary, and current financial documents. These items are available in the council packet. City staff have continued to refine these assessments and assemble a complete picture of the course's current condition and the implications of municipal ownership.

Acquisition and Capital Requirements

The anticipated purchase price for the Rifle Creek golf Course is approximately $1.2 million, which the golf course disclosed to City Council at the workshop on August 20th. Included in the acquisition price are the golf course's water rights, which are estimated to be worth $969,000. These rights provide substantial operational reliability due to their senior priority dates and may be purchased using Water Fund resources.

The facility, however, requires substantial investment to address deferred maintenance and infrastructure deterioration. The irrigation system, which currently serves roughly 78 irrigated acres, has reached the end of its functional life and must be fully replaced. The estimated cost of this replacement totals approximately $5.5 million, which includes design and pump house upgrades. Additional capital needs include HVAC replacement, roof repairs, clubhouse improvements, ADA compliance modifications, concrete and site repairs, and reconstruction of the tee boxes on holes 14 and 16. The building inspection report further documents a wide range of deficiencies, including issues with roofing

fasteners and soft spots, deteriorated siding and flashing, weakened stairs and guardrails, evidence of moisture intrusion, electrical hazards, and damage to ceilings, walls, and interior finishes.

Immediate capital expenditures include $5.5 million for replacing the irrigation system, approximately $200,000 for HVAC replacement, and $30,000 for concrete repairs and ADA improvements. The total initial capital expenditures total approximately $5.8 million.

Staffing Considerations

Should the City acquire the golf course, ongoing operations would require two full-time employees and approximately 30 seasonal employees. Beyond the direct staffing needed at the golf course itself, the acquisition would place additional workload on the City's Administrative and Departmental support systems. The volume of seasonal hiring, benefit administration, policy compliance, personnel management, and training would require expanded capacity within the Human Resource Department. For this reason, staff anticipate that a full-time HR position would need to be added to effectively manage the current workload and the increased hiring volume, onboarding, compliance requirements, and year-round employee support with the addition of the Golf Course. This position would ultimately support HR functions city-wide as well.

Additionally, I would experience a significant expansion of operational scope, capital planning responsibilities, and facility oversight. To maintain effective management and ensure continuity of operations across both existing duties and the golf course, there may be a request to create an Assistant Director position. That role would provide essential leadership capacity to oversee expanded programming, staffing, capital project implementation, and departmental administration, ensuring that the addition of the golf course does not diminish service levels in other areas of the department.

Normal Operations Summary

Operational equipment needs remain substantial. The course's golf cart fleet is leased, and continuation of this arrangement or an outright purchase would require large expenditures. Pricing received to date indicates seasonal lease payments of $12,580.69 through 2030, or an outright purchase cost of approximately $486,072. The maintenance fleet is similarly aged, and a phased replacement plan totaling $150,000 to $200,000 annually for three to five years would be required to maintain reliable operations.

DEPARTMENT OF PARKS AND RECREATION
202 Railroad Avenue, Rifle, CO 81650
Phone: 970-665-6570

Based on the operational and revenue data available, staff believe that the City could potentially break even on annual operating costs once adequate staffing, equipment, and management systems are in place. Revenues generated through green fees, memberships, tournaments, carts, range use, and ancillary services appear sufficient to support day-to-day operations under City management. However, staff also recognize that the extensive capital improvements that are necessary, particularly the irrigation system replacement, clubhouse repairs, accessibility upgrades, and equipment modernization, will prevent the golf course from generating net positive revenue for several years.

In essence, while operations may be self-sustaining, the course's overall financial position will remain negative until major capital investments are completed and amortized over time. The course's long-term ability to generate profit is therefore dependent on successfully addressing these capital deficiencies.

Operational Considerations

The goal is to operate the golf course as an enterprise fund. Staff has reviewed more than eighty publicly owned golf courses statewide and found that while most lease restaurant operations to private entities, none operate under a public–private model in which the course itself is municipally owned but privately managed. This suggests that City operations would need to be handled internally, relying on expanded staffing and administrative capacity rather than outsourcing.

Recommendation

If the City proceeds with acquisition, the most substantial costs will occur within the first five years and include the purchase price, water rights transfer, and significant capital improvements. These expenses exceed $6 million and are separate from annual staffing, equipment replacement, and operational expenses. While operational revenues can potentially sustain ongoing costs, the required capital investments will likely prevent the course from generating positive net income for the foreseeable future.

Please let me know if you have any questions or need additional clarification.

Respectfully,

Austin Rickstrew

CITY OF RIFLE, COLORADO
RESOLUTION NO. 03
SERIES OF 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO PURCHASE THE RIFLE CREEK GOLF COURSE.

WHEREAS, the Rifle City Council on the date herewith considered a real estate contract and asset purchase agreement for the City to purchase the Rifle Creek Golf Course (the "Property") and all assets appurtenant to its operation (collectively the "Contracts"); and

WHEREAS, the City Council desires to approve the Contracts and authorize the City Manager to take all actions necessary to purchase the Property and assets.

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

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

2. The City Council hereby approves the Contracts and authorizes the City Manager to take all actions necessary to purchase the Property pursuant to the terms of the Contracts and all associated assets appurtenant to the operation of the Rifle Creek Golf Course.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 21st day of January 2026.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

_____
City Clerk

Agenda Item #8.b.

Agenda Item Name:
Consider Creating the Rifle Creek Golf Course Fund — Ordinance No. 2, Series of 2026 (1st Reading)

Presenter:
Scott Rust, Finance Director

Item Description:
Consider the creation of the Rifle Creek Golf Course Enterprise Fund

Recommended Action:
Move to approve Ordinance No. 2, Series of 2026 creating the Rifle Creek Golf Course fund on first reading as presented and order it to be published as required by Charter.

Fiscal Impact:
By passing this ordinance, it allows the creation of an enterprise fund to be used to account for the operation of the Rifle Creek Golf Course.

Operational Impact:
N/A

Prior Board Motions:
N/A

Background Information:
N/A

Executive Summary:
The creation of this fund is necessary to allow the Rifle Creek Golf Course to be operated as an enterprise fund. Establishing this fund as part of the purchase of the Rifle Creek Golf Course will ensure that all revenues and expenditures associated with golf course operations are accounted for separately from the City's other funds. This structure supports financial transparency, enables the golf course to operate as a self-sustaining enterprise, and aligns with accounting best practices.

More Information in Addendums: http://www.rifleco.org/PacketAddendums

Notification Requirements:
N/A

Prepared By:
Austin Rickstrew, Parks & Recreation Director

Attachments:

1. Ordinance No. 02-Golf Course Enterprise Fund

CITY OF RIFLE, COLORADO
ORDINANCE NO. 02
SERIES OF 2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO ADOPTING A NEW SECTION 4-1-160 OF THE RIFLE MUNICIPAL CODE CREATING THE RIFLE CREEK GOLF COURSE FUND.

WHEREAS, by Resolution No. 02, Series of 2026, the Rifle City Council approved a real estate contract and asset purchase agreement for the City to purchase the Rifle Creek Golf Course and all assets appurtenant to its operation; and

WHEREAS, the City Council desires to operate the golf course as a separate enterprise and fund within the City; and

WHEREAS, in order to recognize the existence of the Rifle Creek Golf Course Fund, the City Council desires to adopt a new Section 4-1-160 of the Rifle Municipal Code.

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

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. Chapter 4, Article I of the RMC is hereby amended by the adoption of a new Section 4-1-160, "Rifle Creek Golf Course Fund created," to read as follows:

4-1-160. Rifle Creek Golf Course Fund created.

There is hereby created a special fund, to be known as the Rifle Creek Golf Course Fund, and the funds therein shall be used only for the purposes allowed by law.

INTRODUCED on January 21, 2026, read by title, passed on first reading, and ordered published by title as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on February 4, 2026, passed without amendment, approved, and ordered published in full as required by the Charter.

DATED this _____ day of _____, 2026.

CITY OF RIFLE, COLORADO

By: _____
Mayor

ATTEST:

_____
City Clerk

Agenda Item #8.c.

Agenda Item Name:
Consider Approval of the Rifle Information Center Facility Lease Agreement

Presenter:
Austin Rickstrew, Parks & Recreation Director

Item Description:
Consider approving the Rifle Information Center Facility Lease agreement with the Middle Colorado Watershed Council (MCWC).

Recommended Action:
Move to approve the lease agreement with the Middle Colorado Watershed Council for the use of the Rifle Information Center.

Fiscal Impact:
The approval of the lease agreement would waive rent payments, and the Middle Colorado Watershed Council will provide limited oversight of informational displays within the premises to fulfill the requirements of the CDOT lease.

Operational Impact:
N/A

Prior Board Motions:
N/A

Background Information:
The City of Rifle entered into a lease agreement in 2002 for the Rifle Rest Area premises. The original lease included renewal options allowing the City to extend the term in successive ten-year periods. The City exercised the first ten-year renewal option, which expired on January 31, 2022.

Pursuant to the terms of the lease, the City is eligible to extend the agreement for an additional ten years. Prior to the expiration of the first renewal term, the City submitted written notice to the Colorado Department of Transportation (CDOT) exercising the second ten-year renewal option for the premises. In accordance with the lease requirements, the City also submitted the $250 payment to exercise this option.

As a result, the second renewal term extends the lease period from February 1, 2022, through January 31, 2032, ensuring the continued use and operation of the Rifle Rest Area under the existing lease framework.

Executive Summary:
The Middle Colorado Watershed Council (MCWC) currently occupies the Rifle Rest Area building and operates the RiverStop visitor information site from the premises. Through this use, MCWC provides public

access to the facility and hosts informational displays and brochures highlighting local recreation, natural resources, and points of interest in the surrounding area. These materials and services meet the public information and outreach requirements outlined in the City's lease agreement with the Colorado Department of Transportation (CDOT).

MCWC's presence and operation of the RiverStop support the intent of the rest area lease by enhancing visitor services, promoting regional resources, and maintaining an active, beneficial use of the facility. Given the public benefit provided and MCWC's alignment with the lease requirements, staff recommends that City Council approve a lease agreement with the Middle Colorado Watershed Council for use of the Rifle Rest Area building and waive any lease payments associated with this agreement.

Notification Requirements:
N/A

Prepared By:
Austin Rickstrew, Parks & Recreation Director

Attachments:
1. 20251230-Middle Colorado Watershed Council - River Stop Agreement
2. Extension of 2002 Rifle Rest Area Lease Agreement Letter

RIFLE INFORMATION CENTER
FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT ("Agreement"), effective the 1st day of January, 2026, no matter the date of execution, is entered by and between the CITY OF RIFLE, COLORADO, a Colorado home-rule municipality whose address is 202 Railroad Avenue, Rifle, Colorado 81650 (the "City"), and MIDDLE COLORADO WATERSHED COUNCIL, a Colorado nonprofit corporation whose address is P. O. Box 1136, Glenwood Springs, Colorado 81602 ("Council");

RECITALS

This Agreement is made with reference to the following facts:

A. The City leases certain real property commonly known as the "Rifle Information Center" (the "Premises") from the State of Colorado, acting through the Colorado Department of Transportation ("CDOT"), pursuant to that certain Lease Agreement dated March 8, 2002 with a primary term of February 1, 2002 to February 1, 2012 (the "CDOT Lease"). Pursuant to letter sent September 2, 2025, the City has extended the CDOT Lease pursuant to Paragraph 1(b) thereof for one additional ten-year term ending on January 31, 2032. A copy of the CDOT Lease, which includes a depiction of the Premises, and the letter whereby the City exercised its option to extend the CDOT Lease are attached hereto as **Exhibit A**.

B. The Council and the City mutually desire that, subject to both the CDOT Lease and the terms and conditions of this Agreement, Council use the Premises as a base of operations to foster its mission of evaluating, protecting, and enhancing the health of the Middle Colorado River watershed through cooperative stakeholder efforts.

AGREEMENT

NOW, THEREFORE, for and in consideration of the facts set forth in the Recitals above, which are incorporated herein, the mutual agreements, promises, and covenants herein contained, and other good and valuable consideration, City and Council mutually undertake, promise, and agree for themselves and their respective representatives, as follows:

1. Grant of Use. In consideration of and pursuant to the covenants, agreements, and conditions set forth in this Agreement, City grants and conveys to the Council a right to use the Premises subject to the terms and conditions of both the CDOT Lease and this Agreement (the "Use Grant").

2. Term of Grant. Council shall have possession of the Premises and the Use Grant shall run from 12:00 a.m. MST on January 1, 2026 until 11:59 p.m. MST on December 31, 2032, unless this Agreement is earlier terminated pursuant to its own terms or pursuant to termination of the CDOT Lease.

3. Options for Additional Use Grants. Provided Council is not in default under the terms of this Agreement, the CDOT Lease, or any other agreement with City, and further provided that the CDOT Lease has been extended by City for an additional ten-year term pursuant to Paragraph 1(b) thereof and has not otherwise terminated, Council shall have the option to acquire from City up to two additional Use Grant of five-years each upon the same terms and conditions (each, an "Option"). Council shall exercise such Options, if at all, by delivering written notice of Option exercise to City at least ninety (90) days prior to the expiration of the original or the first optional Use Grant, as the case may be.

4. Use of the Premises.

a. As set forth in the Recitals, City grants Council use of the Premises for the primary purpose of use as an operations base to foster Council's mission of evaluating, protecting, and enhancing the health of the Middle Colorado River watershed through cooperative stakeholder efforts. Fulfillment of such purpose is an express condition of Council's use of the Premises.

b. A secondary purpose and condition of the City's grant of use is that, in keeping with the CDOT Lease requirements that the Premises serve as an information center to promote travel and recreation and the Premises historically functioning in such capacity, Council allow and provide limited oversight of informational displays within the Premises which fulfill the requirements of the CDOT Lease. Such informational displays may pertain to, but are not limited to, regional or statewide tourism, related local business services, and issues closely relating to the Council's mission. By way of example only, such materials may be provided by the Rifle Area Chamber of Commerce, the Greater Rifle Improvement Team, Colorado Parks and Wildlife, and the City. Although the Council will provide limited oversight of such informational displays, the City reserves the right, through the City Manager, to approve or deny, in the City Manager's sole discretion, information displays desired for the Premises. In furtherance of this secondary purpose, the Council agrees during the initial or any subsequent Use Grant to operate and keep the Premises open to the public when it has it staffed and open to the public for its purposes.

5. Termination.

a. Notwithstanding the Use Grant and the Options: (i) City may terminate this Agreement and Council's possessory right to the Premises at any time, without cause, and without penalty to City, upon one hundred twenty (120) days' written notice to Council, and (ii) Council may terminate this Agreement and Council's possessory right to the Premises at any time, without cause, upon thirty (30) days' written notice to City. Upon any such

termination by Council, Council shall not be relieved of its utility payment, maintenance, and related obligations set forth and described in Paragraphs 8 and 11 of this Agreement until the end of the month after the month in which Council's termination notice is provided. For example, if Council provides a termination notice on June 5, with termination to become effective on July 5, Council shall remain obligated for utility payment, maintenance, and related duties through July 31.

b. Council acknowledges that, pursuant to Paragraph 8 of the CDOT Lease, CDOT may terminate the CDOT Lease upon one hundred eighty (180) days' written notice to City, and City may terminate the CDOT Lease upon ninety (90) days written notice to CDOT. Council further acknowledges that any termination of the CDOT Lease shall terminate the original or any optional subsequent Use Grant. City represents that, in the event it receives such notice from CDOT, it shall provide such notice to Council as soon as practicable under the circumstances. City additionally represents that, in the event it intends to terminate the CDOT Lease, it shall also provide to Council the 120 days' termination notice described in Subparagraph 5.a.

c. Nothing in this Paragraph 5 shall affect the City's right to terminate this Agreement for a Default (as defined below), or the timeframes pertaining to such termination.

6. Rent. In consideration for this Agreement and the Council's allowance of and provision of limited oversight for informational displays within the Premises which fulfill the requirements of the CDOT Lease, the City hereby waives Council's payment of rent which would otherwise be due for the Premises.

7. Taxes and Assessments.

a. In the event Council's use of the Premises creates any tax assessment, Council shall pay and discharge all Real Property Taxes, assessments and other charges which may be levied, assessed or imposed against the Premises during the original or any subsequent Use Grant. The term "Real Property Taxes" shall include any form of real estate tax or assessment, general, special, ordinary, or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy, or tax (other than inheritance, personal income, or estate taxes) imposed upon the Premises by any authority having the direct or indirect power to tax.

b. Council shall be responsible for any taxes of personal property owned by Council which is located on the Premises.

8. Utilities. After taking possession of the Premises and during the original or any subsequent Use Grant, Council shall promptly pay all charges for water, heat, gas, electricity, and other public utilities used on or benefitting the Premises, which utilities shall remain in the name of the City. If Council shall fail to pay any utilities as required by this Paragraph, City may, at its option, pay such utilities (without waiving any other remedies available to City) and Council shall, without demand by City, reimburse City for the amounts paid within ten (10) calendar days of receipt of written notice from City regarding such payments. Council shall use all reasonable efforts to moderate use of energy at the Premises. Notwithstanding the foregoing, Council shall subscribe in its own name for all communication services it deems necessary for fulfillment of the purposes for which City has entered this Agreement.

9. Insurance.

a. City's Insurance. During the original or any subsequent Use Grant, City shall keep the Premises and appurtenances thereto insured against loss or damage as required by the CDOT Lease.

b. Council's Insurance. During the original or any subsequent Use Grant, Council shall be responsible for insuring any and all of Council's personal property that may kept on the Premises to the extent of replacement cost. Council shall further maintain general liability insurance in the amounts of not less than $350,000 per person and $990,000 per occurrence and add the City as an additional insured. Council shall provide the City with evidence that such general liability insurance has been obtained, renewed, and the limits of coverage.

10. Condition of Premises. Council has inspected the Premises, acknowledges that it has had an adequate opportunity to make such factual and other inquiries and investigations as it deems necessary, desirable, or appropriate, and accepts the same "as is" in its present condition with no warranties of any kind, except those which may be set forth in this Agreement.

11. Maintenance of Premises. Council shall, during the original or any subsequent Use Grant, at its own expense in the nature of a net lease, put, keep, and maintain the Premises and all its appurtenances in good, substantial, and sufficient condition, repair, and order, both inside and outside, in support of the purposes for which the City has entered this Agreement; provided, however, that pursuant to the CDOT Lease, CDOT shall provide pickup and disposal of refuse from the picnic and rest areas located outside of and near the Premises. Council acknowledges that upkeep and maintenance responsibilities include snow removal as referenced in Paragraph 3 of the CDOT Lease.

12. Alterations to the Premises; Non-Routine Change. Upon prior approval by the City, which approval shall not be unreasonably withheld, Council may be granted the right to

make changes or alterations to the Premises at its sole cost. Alterations and non-routine changes are any changes or alterations which would not be performed in the ordinary course of using the Premises for the permitted uses.

13. Destruction of Premises. In the event that the Premises are totally or partially damaged or destroyed by casualty so as to render such Premises unusable for the purposes set forth in this Agreement, the City, in its sole discretion or in consultation with CDOT, shall control whether to undertake any repair, replacement, or rebuilding.

14. Alarm System. The Council shall ensure that all personnel are trained in proper operation of the Premises' alarm system and shall make reasonable efforts to minimize false alarms due to human error. The Council shall report alarm system problems or suspected problems to the City on a timely basis. Council shall designate an individual(s) who shall respond to alarms when requested by the City Police Department.

15. Signage. City agrees to remove current signage at the Premises for use of such signage space by Council.

16. Acknowledgment and Representation Regarding CDOT Lease. Council acknowledges that this Agreement is subject to the CDOT Lease and represents that it shall not do or allow to be done any act which is in conflict or noncompliance with the terms and conditions of the CDOT Lease.

17. Indemnity. Council agrees to exonerate, hold harmless, protect, and indemnify the City, from and against any and all losses, damages, claims, suits, or actions, judgments, and costs which may arise based on Council's use of the Premises, including all costs, attorneys' fees, expenses, and liabilities incurred in any such claims, the investigation thereof, or the defense of any action or proceeding brought thereon; and from and against any judgments, orders, decrees, or liens resulting therefrom and any fines levied by any authority for violation of any law, regulation, or ordinance by virtue of Council's use of the Premises. This indemnity shall survive termination or expiration of this Agreement. Nothing in this Grant of Easement shall be construed as a waiver of the Colorado Governmental Immunity Act, C.R.S. §24-10- 101, et seq., as may be amended.

18. Default Provisions.

a. Events of Default. Council failing to perform or keep any of the terms, covenants, and conditions contained in this Agreement for which it is responsible, and such failure continuing and not being cured for a period of fifteen (15) days after notice from City, or if such Default is a Default which cannot be cured within a 15-day period, then Council's failing to commence to correct the same within said 15-day period and thereafter failing to prosecute the same to completion with reasonable diligence, shall constitute an event of Default.

b. Recourse of City. In the event of an occurrence of Default as set forth above, this Agreement, City shall have the right to:

i. Terminate this Agreement and give Council written notice of such termination. Council shall have fifteen (15) days after notice of termination has been given to reinstate this Agreement, as it was immediately before such termination by curing the Default.

ii. Terminate this Agreement, re-enter and take possession of the Premises and repossess the same and expel Council and those claiming through or under Council and remove the effects of both or either (forcibly, if necessary) without prejudice to any other legal remedies.

19. No Assignment or Subleasing. The Counsel shall not assign this Agreement nor any of the rights or duties hereunder, nor may its obligations hereunder be assumed by any other person or entity.

20. Surrender of Premises. Council will return the Premises at the expiration of the final Use Grant in as good condition as when it took possession of such Premises, normal wear and tear excepted. Any deterioration or damage caused by accident, abuse, carelessness, or negligence shall not be considered normal wear and tear. If Council fails to re-deliver the Premises in appropriate condition, City may restore such Premises to the appropriate condition, including repair, replacement and cleaning, as applicable. The cost of any work necessitated will be chargeable to Council, and Council hereby expressly agrees to pay such charges.

21. Amendment. This Agreement may be amended from time to time by amendments made by the Parties in written form and executed in the same manner as this Agreement.

22. Complete Agreement. This document embodies the entire and complete agreement of the Parties on the subject matter herein. No promise or undertaking has been made by any party, and no understanding exists with respect to the transaction contemplated, except as expressly set forth herein.

23. Notices. Any notice or other information to be given under this Agreement will be delivered personally or mailed postage prepaid, return receipt requested, to the following addresses. Any such notice may also be sent by e-mail to the e-mail addresses provided. There shall be no presumption of receipt of an e-mailed notice.

Notice to City:

City Manager
City of Rifle
201 Railroad Avenue
Rifle, CO 81650

Notice to Council: Middle Colorado Watershed Council
P. O. Box 1136
Glenwood Springs, Colorado 81602

24. Severability. If any covenant, term, condition, or provision contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such covenant, term, condition, or provision shall be severed or modified to the extent necessary to make it enforceable, and the resulting Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Rifle and the Middle Colorado Watershed Council have caused this Agreement to be executed on the dates set forth below.

CITY OF RIFLE, COLORADO

By:_____
City Manager

ATTEST:

_____
City Clerk

MIDDLE COLORADO WATERSHED COUNCIL

By: Douglas Winter
Name: Douglas Winter
Title: President, Board of Directors

Colorado Department of Transportation
Property Management
15285 S. Golden Road, BLDG 47
Golden, CO 80401

Re: Extension of 2002 Rifle Rest Area Lease Agreement

To Whom It May Concern:

Pursuant to a 2002 Lease Agreement with the Colorado Department of Transportation ("CDOT"), the City of Rifle is the Lessor of the Rifle Rest Area, known and described as part of Parcel 601A, Project I 70-1(12) Sec. 6, as further described on Exhibit A to the 2002 Lease Agreement included with this letter (the "Premises"). The Premises is operated as a visitor information center to promote travel and recreation around Rifle and a base for the Middle Colorado River Watershed Council, a local non-profit, for evaluating, protecting, and enhancing the health of the Middle Colorado River watershed through cooperative stakeholder efforts.

The City's first ten (10) year term extension of the Lease Agreement terminated on January 31, 2022 and we cannot locate the notice to exercise the second ten (10) year term extension. Pursuant to Section 1(b) of the Lease Agreement, the City has the option to renew the Lease Agreement for two consecutive ten (10) year periods. This letter serves as notice that the City intended to exercise its second ten (10) year renewal option for the Premises and enclosed is the $250 payment to CDOT for the second option term (February 1, 2022 through January 31, 2032).

Please feel free to contact me if there are any questions.

Respectfully,

Patrick Waller
City Manger
pwaller@rifleco.org
970-665-6409

100962

Vendor: 6023 Colorado Dept of Transportation | 8/28/2025 | Check No: 100962

INVOICE #		INV DATE	DESCRIPTION	INV AMOUNT	GL Number
082225	1	8/22/2025	EXTENSION OF 2002 RIFLE REST AREA L	250.00	100-4195-400-320

ADVANCED 36512306

100962

TOTAL AMOUNT 250.00

CITY *of* RIFLE • RIFLE, CO 81650

DOCUMENT IS PRINTED ON CHEMICALLY REACTIVE PAPER - THE BACK OF THIS DOCUMENT INCLUDES A TAMPER EVIDENT CHEMICAL WASH WARNING BOX

CITY *of* RIFLE
P. O. BOX 1908
RIFLE, COLORADO 81650
PHONE: 970-665-6400

Alpine Bank
100 E. 4th Street
Rifle, CO 81650
(970) 625-9610

82-340/1021

100962

DATE 8/28/2025

AMOUNT 250.00

CHECK: 100962
VOID AFTER 60 DAYS

PAY ***Two Hundred Fifty and 00/100 Dollars***

TO THE ORDER OF: COLORADO DEPT OF TRANSPORTATION
15285 S. GOLDEN ROAD, BLDG 47
GOLDEN CO 80401

HEAT SENSITIVE COLOR FADES WITH HEAT

ORIGINAL DOCUMENT HAS RED KEYHOLE ICON THAT DISAPPEARS WITH HEAT

⑈100962⑈ ⑆102103407⑆ 14140137 00⑈

Agenda Item #8.d.

Agenda Item Name:
Consider Approving DOLA Energy and Mineral Impact Fund (EIAF) Grant for Rifle's South Lift Station Replacement — Resolution No. 2, Series of 2026

Presenter:
Iris Trevisano, Procurement and Grant Reporting Manager
Jared Emmert, Utilities Director

Item Description:
Consider Approving Resolution No. 2, Series of 2026 -DOLA- EIAF Grant

Recommended Action:
Move to approve Resolution No. 2 Series of 2026, to allow the City Manager to submit the grant application to EIAF, sign the grant agreement and to expend the funds necessary to meet the terms of the grant not to exceed $1,000,000.

Fiscal Impact:
Rifle seeks $1,000,000 in Department of Local Affairs (DOLA) Energy Mineral Impact Assistance Fund (EIAF) grant funding with a local match of $1,320,000 to replace an outdated and undersized lift station in South Rifle.

Operational Impact:
N/A

Prior Board Motions:
The design of the project has been approved by Council. The construction portion will be put out to bid following standard Rifle Municipal Code procurement procedure.

Background Information:
The Rifle Regional Wastewater Reclamation Facility (RRWWRF) is a 2.0 MGD extended aeration oxidation ditch facility. Preliminary treatment consists of fine screening and grit removal. The secondary process comprises three oxidation ditches, operated in series. After biological treatment in the oxidation ditches and settling in three secondary clarifiers, treated water is disinfected with ultraviolet radiation and discharged to the Colorado River. The system also includes a sanitary sewer lift station that pumps through a force main, underneath the Colorado River, to the main facility. The South Lift Station collects sewage from the south side of the City of Rifle. Currently, the developed area consists mostly of commercial customers, with a mix of residential. Recent developments have increased the residential composition. Sewage is conveyed to the lift station through an 18-inch interceptor. The project area consists of a package duplex lift station, wet well, influent channels, and automatic fine screen. The entire lift station is located on City property in the Rifle Village South neighborhood. The property was formerly the location of a lagoon wastewater treatment plant

that served South Rifle. The plant was decommissioned after completion of the RWWRF main facility and installation of the current lift station and force mainplant that served South Rifle.

Executive Summary:
The existing lift station, constructed in 2003, has exceeded its useful life and lacks reliable backup power. South Rifle is a designated area for future commercial and residential growth, with full buildout expected to approximately double the population. To accommodate these projected flows, a higher-capacity lift station is required.

The City will continue operating the existing lift station during construction to maintain uninterrupted service. The project includes construction of a new duplex pump station designed to handle projected wastewater flows for the south side of Rifle. The facility will be equipped with a full backup generator capable of powering all station components, including pumps, lighting, controls, telemetry, and an automatic flex rake screen during power outages. The lift station is fully designed and shovel-ready. This resolution will authorize staff to apply for a $1,000,000 EIAF grant to support Rifle's South Lift Station Replacement project.

Notification Requirements:
None

Prepared By:
Iris Trevisano, Procurement and Grant Reporting Manager

Attachments:
1. Resolution No. 2 DOLA-Rifle South Lift Station
2. Rifle's South Lift Station Briefing Sheet

CITY OF RIFLE, COLORADO
RESOLUTION NO. 2
SERIES OF 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, SUPPORTING THE APPLICATION FOR A GRANT FROM THE DEPARTMENT OF LOCAL AFFAIRS ENERGY AND MINERAL IMPACT ASSISTANCE FUND FOR THE COMPLETION OF RIFLE'S SOUTH LIFT STATION REPLACEMENT PROJECT.

WHEREAS, the City of Rifle is a political subdivision of the State of Colorado, and therefore an eligible applicant for a grant awarded by the Department of Local Affairs (DOLA) Energy and Mineral Impact Assistance Fund; and

WHEREAS, the City of Rifle has submitted a Grant Application for Rifle's South Lift Station Replacement Project requesting a total award of $1,000,000; and

WHEREAS, the City believes that the timing of this project is critical to protect its long-term economy and natural environment; and

WHEREAS, the City recognizes that such grant would benefit current and future residents of South Rifle; and

WHEREAS, the City Council supports staff in its grant application, and if funded, ensures that such project will be complete as per the grant guidelines, and submittal of associated documents.

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

1. The above recitals are hereby incorporated as findings by the City of Rifle.

2. The City Council of the City of Rifle strongly supports the Grant Application submitted by the City of Rifle and has appropriated matching funds for a grant with DOLA.

3. The City Council of the City of Rifle authorizes the expenditure of funds necessary to meet the terms and obligations of any grant awarded pursuant to a Grant Agreement with DOLA.

4. If a grant is awarded, the City Council of the City of Rifle hereby authorizes the City Manager to sign a Grant Agreement with DOLA.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 21st day of January 2026 and is effective immediately.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

_____
City Clerk

Rifle's South Lift Station Replacement Project

The City of Rifle will replace a failing lift station in South Rifle.

Rifle seeks $1,000,000 in Department of Local Affairs (DOLA) Energy Mineral Impact Assistance Fund (EIAF) grant funding with a local match of $1,320,000 to replace an outdated and undersized lift station in South Rifle. The South Rifle Lift Station pumps sewer through a force main underneath the Colorado River, to the Rifle Regional Wastewater Reclamation Facility. The current lift station built in 2003, is past its useful life, and lacks a consistent backup power source. Importantly, South Rifle is identified as an area of needed commercial and residential growth for the expanding community and a larger capacity lift station is required to handle the anticipated flows from the full development of the area, which is anticipated to double in population. To ensure service while constructing the new lift station, the City will continue to operate the aging lift station.



Rifle Regional Wastewater Reclamation Facility

With support from DOLA, Rifle will increase the community's resiliency and provide future housing by constructing a new lift station that can provide .683 million gallons per day of service area flow, an increase of 241% over the current flow rate of 0.200 million gallons per day. Rifle's Lift Station Replacement Project consists of:

- The construction of a wet well.
- The replacement of the existing 4- inch force main piping from the lift station to a bore manhole under the Colorado River with an 8" pipe.
- Replacement of the lift station including new pumps, automatic controls, and modern communications equipment.
- A genset, or generator with an engine that drives the generator providing power to run the lift station indefinitely during extended power outages.



South Lift Station Enclosure

Rifle is planning for the future by providing badly needed housing and expanding the local economy. The growing threat of wildfires, an inconsistent power grid, and flooding due to a warming climate, makes increasing the community's resiliency necessary to protect residents and the Colorado River. The lift station is fully designed and shovel ready, but Rifle needs DOLA's assistance to move forward.

Contact Jared Emmert, Utilities Director, at (970) 665-6489 or Jemmert@rifleco.org with questions.

Agenda Item #8.e.

Agenda Item Name:
Consider Award to Johnson Construction for the Construction of Park Ave Phase 2 and Phase 3

Presenter:
Craig Spaulding, Civil Engineer

Item Description:
Award Project to Johnson Construction for Park Avenue Extention Phase II and III

Recommended Action:
Move to approve award to Johnson Construction for Park Avenue Extension Phase 2 and 3 in the amount of $4,764,958.00

Fiscal Impact:
There is a total of $4,968,543.07 budgeted in 2026 for this project. Streets $3,738,639, Water $786,226.67 and Sewer $446,676.67. This bid came under budget at $4,764,958.00.

Operational Impact:
Operational requirements are expanded by this project but the improvements are justified.

Prior Board Motions:
N/A

Background Information:
The Park Avenue bridge has been critical in City Master Plans dating back to 2003. The Park Avenue extension is a key to traffic and multimodal transit as well as the functionality of Rifle's downtown. The adopted master plans that call out the Park Avenue Bridge are listed below:

Downtown Transit Oriented Development Strategic Plan, January 2014
CITY OF RIFLE BIKE MASTER PLAN October 2013
Rifle Comprehensive Plan 2019
Rifle Downtown Master Plan
Downtown Rifle West End: Urban Renewal Plan
City of Rifle Transportation Master PlanFurther information from these documents is contained in Exhibits A-E.

In 2023 Evergreen Development put together the development of the Rifle Apartments. Because this was an affordable housing project the supporting infrastructure was eligible for the Department of Local Affairs Strong Communities Infrastructure Grant. The grant application included the waterline along Centennial Parkway as well as the Park Avenue to the north side of Rifle Creek.

The grant was awarded in 2024 for $4,000,000 and the property across the creek was acquired to provide the Right of Way for the project.

In 2024 the construction of the waterline and roadway necessary to access the Rifle Apartments was awarded. The design of the bridge and remaining roadway was being completed concurrently.

In 2025 Garfield County Federal Mineral Lease District Awarded the final phase of the project $500,000

In 2025 the improvements necessary for the Rifle Apartments were completed in time for the 60 unit affordable housing development to complete and occupy. The design of the bridge and remaining roadways was completed in 2025 and bid as summarized below

Executive Summary:
An RFP for the Construction of Park Ave Phase 2 and Phase 3 was issued on December 11, 2025, with a mandatory pre-bid meeting attended by 20 vendors. The City received two bids on June 9. All submissions were evaluated based on the criteria in the bid advertisement, including project scope, qualifications, and references. After review, staff recommends awarding the construction contract to Johnson Construction, Inc. for $4,764,958.00, as the lowest responsive and responsible bidder.

As discussed above, the Park Avenue Extension is a key project to Rifle's Transportation and Economic Development. The bids received are from qualified contractors and are within the 2026 budget. It is recommended that the bid for the construction of the Park Avenue Extension Phase II and III are awarded to Johnson Construction in the amount of $4,764,958.00.

More Information on Bids Received: http://www.rifleco.org/PacketAddendums

Notification Requirements:
N/A

Prepared By:
Craig Spaulding, Civil Engineer

Attachments:
1. Advertisement for Bid Construction of Park Ave PII and PII1
2. RFP-Construction of Park Ave PII and PII1 BID TAB
3. JCI Inc Bid Submission
4. Memo_Bid Reccomendation_JCI
5. RFP #- 202602 - Park Avenue Bridge and Extension Memo
6. JCI PURCHASE REQUEST 1.12.26

Advertisement For Bids

Separate sealed BIDS for the construction of the **Park Avenue Bridge and Extension** will be received at the **Council Chambers, Rifle City Hall, 202 Railroad Avenue, Rifle, CO.** until 2:00pm, on January 9, 2026, at which time they will be publicly opened and read aloud.

PROJECT DESCRIPTION - The project is divided into two phases.

a. Phase 2: Consists of constructing the prestressed concrete girder bridge, asphalt roadway and sidewalk connecting to existing Phase 1 of Park Ave (to the south), Park Ave waterline extension and concrete trail.

b. Phase 3: Consists of asphalt roadway, concrete sidewalk and utility (waterline, sanitary sewer, storm sewer) work on Park Ave (continuing from the end of Phase 2), 2nd Street and 3rd Street.

A Bid Bond in the amount of 5% of bid price is required, and a Performance and a Payment Bond, each in the amount of 100% of bid, will be required. Bid Award will be the January 21, 2026 Council Meeting. Time of Commencement of the Work is anticipated to be no later than February 2, 2026, with completion by September 30, 2026.

A PREFERENCE FOR LOCAL CONTRACTORS WILL BE APPLIED BY THE OWNER WHEN SELECTING A CONTRACTOR.

A Mandatory Pre-bid meeting will be held December 16, 2026 at 10:30am in Rifle City Hall. please issue all question via email to Iris Trevisano, itrevisano@rifleco.org.

****

The City of Rifle values full inclusion and access for all of our facilities, programs, activities and services. We are pleased to provide meaningful accommodations to comply with the Americans with Disabilities Act (ADA) and reasonably provide translation, interpretation, modifications, accommodations, alternative formats, auxiliary aids, and services.
To request special assistance for Solicitations only, call Procurement and Grant Reporting Manager Iris Trevisano at 970-665-6412 or email Itrevisano@rifleco.org . Please allow 48 hours for your requests to be met.

BID SCHEDULE - PHASE 2							Gould Construction			Johnson Construction		
Line No.	CDOT Ref. No.	Description	Unit	Quantity	Unit Price	Bid Amount	Quantity	Unit Price	Bid Amount	Quantity	Unit Price	Bid Amount
1	201-00000	Clearing and Grubbing	L S	1	$ -	$ -	1	$ 12,880.00	$ 12,880.00	1	$ 7,500.00	$ 7,500.00
2	202-00010	Removal of Tree	EACH	6	$ -	$ -	6	$ 1,617.00	$ 9,702.00	6	$ 950.00	$ 5,700.00
~~3~~	~~202-00019~~	~~Removal of Inlet~~	~~EACH~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~4~~	~~202-00021~~	~~Removal of Manhole~~	~~EACH~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~5~~	~~202-00031~~	~~Removal of Fire Hydrant~~	~~EACH~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~6~~	~~202-00035~~	~~Removal of Pipe~~	~~LF~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
7	202-00200	Removal of Sidewalk	SY	128	$ -	$ -	128	$ 16.00	$ 2,048.00	128	$ 15.00	$ 1,920.00
~~8~~	~~202-00203~~	~~Removal of Curb and Gutter~~	~~LF~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~9~~	~~202-00207~~	~~Removal of Brick Pavers~~	~~SY~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~10~~	~~202-00210~~	~~Removal of Concrete Pavement~~	~~SY~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~11~~	~~202-00220~~	~~Removal of Asphalt Mat~~	~~SY~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
12	202-00240	Removal of Asphalt Mat (Planing)	SY	16	$ -	$ -	16	$ 116.40	$ 1,862.40	16	$ 75.00	$ 1,200.00
~~13~~	~~202-01000~~	~~Removal of Fence~~	~~LF~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
14	203-00060	Embankment Material (Complete In Place)	CY	330	$ -	$ -	330	$ 116.50	$ 38,445.00	330	$ 40.00	$ 13,200.00
15	203-01500	Blading	HOUR	20	$ -	$ -	20	$ 212.60	$ 4,252.00	20	$ 165.00	$ 3,300.00
16	203-01565	Hydraulic Excavator	HOUR	20	$ -	$ -	20	$ 208.40	$ 4,168.00	20	$ 150.00	$ 3,000.00
17	203-01582	Truck (Dump)	HOUR	20	$ -	$ -	20	$ 146.50	$ 2,930.00	20	$ 150.00	$ 3,000.00
18	203-01594	Combination Loader	HOUR	20	$ -	$ -	20	$ 198.00	$ 3,960.00	20	$ 125.00	$ 2,500.00
19	203-01597	Potholing	HOUR	16	$ -	$ -	16	$ 432.60	$ 6,921.60	16	$ 365.00	$ 5,840.00
20	203-02330	Laborer	HOUR	20	$ -	$ -	20	$ 46.60	$ 932.00	20	$ 55.00	$ 1,100.00
21	206-00000	Structure Excavation	CY	792	$ -	$ -	792	$ 27.70	$ 21,938.40	792	$ 40.00	$ 31,680.00
22	206-00100	Structure Backfill (Class 1)	CY	434	$ -	$ -	434	$ 114.20	$ 49,562.80	434	$ 125.00	$ 54,250.00
23	206-00360	Mechanical Reinforcement of Soil	CY	434	$ -	$ -	434	$ 33.70	$ 14,625.80	434	$ 15.00	$ 6,510.00
24	206-00520	Filter Material (Class B)	CY	35	$ -	$ -	35	$ 284.20	$ 9,947.00	35	$ 175.00	$ 6,125.00
25	207-00702	Topsoil (Offsite)	CY	50	$ -	$ -	50	$ 168.80	$ 8,440.00	50	$ 70.00	$ 3,493.00
26	208-00002	Erosion Log Type 1 (12 Inch)	LF	340	$ -	$ -	340	$ 6.60	$ 2,244.00	340	$ 8.00	$ 2,720.00
27	208-00035	Aggregate Bag	LF	12	$ -	$ -	12	$ 21.30	$ 255.60	12	$ 20.00	$ 240.00
28	208-00046	Pre-fabricated Concrete Washout Structure (Type 1)	EACH	1	$ -	$ -	1	$ 4,480.00	$ 4,480.00	1	$ 6,000.00	$ 6,000.00
~~29~~	~~208-00054~~	~~Storm Drain Inlet Protection (Type II)~~	~~EACH~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
30	208-00075	Pre-fabricated Vehicle Tracking Pad	EACH	1	$ -	$ -	1	$ 6,650.00	$ 6,650.00	1	$ 9,000.00	$ 9,000.00
31	208-00106	Sweeping (Sediment Removal)	HOUR	20	$ -	$ -	20	$ 172.80	$ 3,456.00	20	$ 145.00	$ 2,900.00
32	208-00107	Removal of Trash	HOUR	20	$ -	$ -	20	$ 179.30	$ 3,586.00	20	$ 265.00	$ 5,300.00
33	208-00207	Erosion Control Management	DAY	68	$ -	$ -	68	$ 115.00	$ 7,820.00	68	$ 1,250.00	$ 85,000.00
34	210-00810	Reset Ground Sign	EACH	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -
35	210-01200	Reset End Anchorage	EACH	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -
36	210-04010	Adjust Manhole	EACH	0	$ -	$ -	0	$ -	$ -	0	$ -	$ -
37	212-00702	Biotic Soil Amendments (Hydraulically Applied)	LB	308	$ -	$ -	308	$ 11.75	$ 3,619.00	308	$ 2.00	$ 616.00
38	212-00704	Mycorrhizae	LB	5	$ -	$ -	5	$ 74.50	$ 372.50	5	$ 53.00	$ 265.00
39	212-00707	Seeding (Native) Hydraulic	ACRE	0.09	$ -	$ -	0.09	$ 18,090.00	$ 1,628.10	0.09	$ 3,250.00	$ 292.50
~~40~~	~~213-00004~~	~~Mulching (Weed Free Straw)~~	~~ACRE~~	~~0.00~~	~~$ -~~	~~$ -~~	~~0.00~~	~~$ -~~	~~$ -~~	~~0.00~~	~~$ -~~	~~$ -~~
~~41~~	~~213-00061~~	~~Mulch Tackifier~~	~~LB~~	~~0.00~~	~~$ -~~	~~$ -~~	~~0.00~~	~~$ -~~	~~$ -~~	~~0.00~~	~~$ -~~	~~$ -~~
42	216-00042	Soil Retention Blanket (Biodegradable Straw/Coconut)	SY	448	$ -	$ -	448	$ 10.90	$ 4,883.20	448	$ 5.50	$ 2,464.00
43	240-00000	Wildlife Biologist	HOUR	8	$ -	$ -	8	$ 248.50	$ 1,988.00	8	$ 500.00	$ 4,000.00
44	240-00010	Removal of Nests	HOUR	8	$ -	$ -	8	$ 248.50	$ 1,988.00	8	$ 500.00	$ 4,000.00
45	304-06000	Aggregate Base Course (Class 6)	TON	169	$ -	$ -	169	$ 175.50	$ 29,659.50	169	$ 100.00	$ 16,900.00
~~46~~	~~403-34721~~	~~Hot Mix Asphalt (Grading SX) (75) (PG 58-28)~~	~~TON~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
47	408-01100	Joint Sealant	LF	124	$ -	$ -	124	$ 26.20	$ 3,236.40	124	$ 24.00	$ 2,976.00
~~48~~	~~411-10255~~	~~Emulsified Asphalt (Slow Setting)~~	~~GAL~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~49~~	~~412-00600~~	~~Concrete Pavement (6 Inch)~~	~~SY~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
50	420-00112	Geotextile (Drainage) (Class 1)	SY	567	$ -	$ -	567	$ 9.00	$ 5,103.00	567	$ 4.00	$ 2,268.00
51	502-00460	Pile Tip	EACH	12	$ -	$ -	12	$ 552.80	$ 6,633.60	12	$ 440.00	$ 5,280.00
52	502-00500	Complete Joint Penetration (CJP) Splice	EACH	2	$ -	$ -	2	$ 3,428.00	$ 6,856.00	2	$ 3,000.00	$ 6,000.00

53	502-01120	Restriking Pile	EACH	2	$ -	$ -	2	$ 6,130.00	$ 12,260.00	2	$ 900.00	$ 1,800.00
54	502-02010	Dynamic Pile Test	EACH	2	$ -	$ -	2	$ 6,571.00	$ 13,142.00	2	$ 8,000.00	$ 16,000.00
55	502-11274	Steel Piling (HP 12x74)	LF	468	$ -	$ -	468	$ 241.70	$ 113,115.60	468	$ 275.00	$ 128,700.00
56	506-00218	Riprap (18 Inch)	CY	456	$ -	$ -	456	$ 252.60	$ 115,185.60	456	$ 165.00	$ 75,240.00
57	506-00231	Riprap (30 In)	EACH	34	$ -	$ -	34	$ 238.50	$ 8,109.00	34	$ 185.00	$ 6,290.00
58	515-00120	Waterproofing (Membrane)	SY	385	$ -	$ -	385	$ 26.00	$ 10,010.00	385	$ 28.00	$ 10,780.00
59	601-03040	Concrete Class D (Bridge)	CY	331	$ -	$ -	331	$ 1,805.30	$ 597,554.30	331	$ 1,550.00	$ 513,050.00
60	601-40300	Structural Concrete Coating	SY	408	$ -	$ -	408	$ 14.00	$ 5,712.00	408	$ 22.00	$ 8,976.00
61	602-00020	Reinforcing Steel (Epoxy Coated)	LB	44300	$ -	$ -	44300	$ 3.30	$ 146,190.00	44300	$ 3.25	$ 143,975.00
~~62~~	~~603-50013~~	~~12 Inch Plastic Pipe~~	~~LF~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~63~~	~~603-50015~~	~~15 Inch Plastic Pipe~~	~~LF~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~64~~	~~603-50018~~	~~18 Inch Plastic Pipe~~	~~LF~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~65~~	~~603-50024~~	~~24 Inch Plastic Pipe~~	~~LF~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~66~~	~~603-83008~~	~~8 Inch Sewer Pipe~~	~~LF~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~67~~	~~603-83010~~	~~8 Inch Fitting (End Cap)~~	~~EACH~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~68~~	~~603-90000~~	~~Sewer System Testing~~	~~EACH~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~69~~	~~604-25005~~	~~Vane Grate Inlet (5 Foot)~~	~~EACH~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~70~~	~~604-26005~~	~~Vane Grate Inlet (Double) (5 Foot)~~	~~EACH~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~71~~	~~604-26006~~	~~Vane Grate Inlet Special (Double) (5 Foot)~~	~~EACH~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~72~~	~~604-30005~~	~~Manhole Slab Base (5 Foot)~~	~~EACH~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~73~~	~~604-30010~~	~~Manhole Slab Base (10 Foot)~~	~~EACH~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
74	606-01403	Transition Type BR9-GR9	EACH	2	$ -	$ -	2	$ 6,174.00	$ 12,348.00	2	$ 6,000.00	$ 12,000.00
75	606-10900	Bridge Rail Type 9	LF	223	$ -	$ -	223	$ 1,516.00	$ 338,068.00	223	$ 1,440.00	$ 321,120.00
76	607-11450	Fence Split Cedar	LF	50	$ -	$ -	50	$ 59.60	$ 2,980.00	50	$ 55.00	$ 2,750.00
77	607-11525	Fence (Plastic)	LF	200	$ -	$ -	200	$ 2.60	$ 520.00	200	$ 5.00	$ 1,000.00
78	608-00000	Concrete Sidewalk	SY	114	$ -	$ -	114	$ 114.60	$ 13,064.40	114	$ 110.00	$ 12,540.00
~~79~~	~~608-00005~~	~~Concrete Sidewalk (Special)~~	~~SY~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
80	608-00006	Concrete Sidewalk (6 Inch)	SY	227	$ -	$ -	227	$ 178.90	$ 40,610.30	227	$ 172.00	$ 39,044.00
81	608-00010	Concrete Curb Ramp	SY	69	$ -	$ -	69	$ 178.90	$ 12,344.10	69	$ 172.00	$ 11,868.00
82	608-00015	Detectable Warnings	SF	46	$ -	$ -	46	$ 80.75	$ 3,714.50	46	$ 78.00	$ 3,588.00
~~83~~	~~609-20004~~	~~Curb and Gutter Type 2 (Section II-M) (Special)~~	~~LF~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
84	609-21020	Curb and Gutter Type 2 (Section II-B)	LF	37	$ -	$ -	37	$ 62.10	$ 2,297.70	37	$ 60.00	$ 2,220.00
~~85~~	~~609-21021~~	~~Curb and Gutter Type 2 (Section II-M)~~	~~LF~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~86~~	~~609-24004~~	~~Gutter Type 2 (4 Foot)~~	~~LF~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
87	613-00407	4 Inch Electrical Conduit (Bridge)(Special)	LF	546	$ -	$ -	546	$ 21.70	$ 11,848.20	546	$ 23.00	$ 12,558.00
88	613-00409	4 Inch Electrical Conduit (Bridge)(Install Only)	LF	819	$ -	$ -	819	$ 10.50	$ 8,599.50	819	$ 55.00	$ 45,045.00
~~89~~	~~614-00011~~	~~Sign Panel (Class I)~~	~~SF~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~90~~	~~614-01503~~	~~Steel Sign Support (2-Inch Round)(Post and Socket)~~	~~EACH~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~91~~	~~614-80003~~	~~Rectangular Rapid Flashing Beacon~~	~~EACH~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
92	618-00510	Prestressed Concrete I (Special)	LF	540	$ -	$ -	540	$ 558.00	$ 301,320.00	540	$ 585.00	$ 315,900.00
~~93~~	~~619-00002~~	~~Water Service (1" and Smaller)~~	~~EACH~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
94	619-00007	***Connect to Existing Waterline	EACH	3	$ -	$ -	3	$ 2,523.00	$ 7,569.00	3	$ 8,500.00	$ 25,500.00
~~95~~	~~619-00012~~	~~Water Service (4")~~	~~EACH~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~96~~	~~619-06090~~	~~8 Inch Fitting (Tee)~~	~~EACH~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
97	619-06091	8 Inch Fitting (Bend)	EACH	4	$ -	$ -	4	$ 1,291.00	$ 5,164.00	4	$ 13,000.00	$ 52,000.00
~~98~~	~~619-06092~~	~~8 Inch Fitting (End Cap)~~	~~EACH~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~99~~	~~619-06093~~	~~8 Inch Fitting (8x4 Reducer)~~	~~EACH~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
100	619-06120	12 Inch Ductile Iron Pipe	LF	109	$ -	$ -	109	$ 800.00	$ 87,200.00	109	$ 225.00	$ 24,525.00
101	619-06121	12 Inch Fitting (Tee)	EACH	1	$ -	$ -	1	$ 2,068.00	$ 2,068.00	1	$ 1,400.00	$ 1,400.00
102	619-06122	12 Inch Fitting (Bend)	EACH	7	$ -	$ -	7	$ 1,992.00	$ 13,944.00	7	$ 1,600.00	$ 11,200.00
103	619-06123	12 Inch Ductile Iron Insulation	LF	92	$ -	$ -	92	$ 129.00	$ 11,868.00	92	$ 575.00	$ 52,900.00
104	619-06126	Bridge Waterline Support	LS	1	$ -	$ -	1	$ 16,853.00	$ 16,853.00	1	$ 7,000.00	$ 7,000.00
105	619-06127	Air Valve Assembly	EACH	1	$ -	$ -	1	$ 13,562.00	$ 13,562.00	1	$ 12,000.00	$ 12,000.00
106	619-06128	12 Inch Fitting (Expansion)	EACH	1	$ -	$ -	1	$ 17,440.00	$ 17,440.00	1	$ 18,000.00	$ 18,000.00

107	619-06129	12 Inch Fitting (12x8 Reducer)	EACH	1	$ -	$ -		1	$ 1,050.00	$ 1,050.00		1	$ 1,100.00	$ 1,100.00	
~~108~~	~~619-50320~~	~~4 Inch Plastic Pipe~~	~~LF~~	~~0~~	~~$ -~~	~~$ -~~		~~0~~	~~$ -~~	~~$ -~~		~~0~~	~~$ -~~	~~$ -~~	
~~109~~	~~619-50480~~	~~6 Inch Plastic Pipe~~	~~LF~~	~~0~~	~~$ -~~	~~$ -~~		~~0~~	~~$ -~~	~~$ -~~		~~0~~	~~$ -~~	~~$ -~~	
110	619-50640	8 Inch Plastic Pipe	LF	19	$ -	$ -		19	$ 219.60	$ 4,172.40		19	$ 220.00	$ 4,180.00	
111	619-50960	12 Inch Plastic Pipe	LF	192	$ -	$ -		192	$ 247.40	$ 47,500.80		192	$ 300.00	$ 57,600.00	
~~112~~	~~619-75032~~	~~4 Inch Gate Valve~~	~~EACH~~	~~0~~	~~$ -~~	~~$ -~~		~~0~~	~~$ -~~	~~$ -~~		~~0~~	~~$ -~~	~~$ -~~	
113	619-75064	8 Inch Gate Valve	EACH	2	$ -	$ -		2	$ 3,406.00	$ 6,812.00		2	$ 3,000.00	$ 6,000.00	
114	619-75096	12 Inch Gate Valve	EACH	2	$ -	$ -		2	$ 5,518.00	$ 11,036.00		2	$ 5,000.00	$ 10,000.00	
~~115~~	~~619-78048~~	~~6 Inch Fire Hydrant~~	~~EACH~~	~~0~~	~~$ -~~	~~$ -~~		~~0~~	~~$ -~~	~~$ -~~		~~0~~	~~$ -~~	~~$ -~~	
~~116~~	~~619-78049~~	~~6 Inch Fire Hydrant Valve~~	~~EACH~~	~~0~~	~~$ -~~	~~$ -~~		~~0~~	~~$ -~~	~~$ -~~		~~0~~	~~$ -~~	~~$ -~~	
117	619-79100	Water System Testing	EACH	1	$ -	$ -		1	$ 4,962.00	$ 4,962.00		1	$ 6,000.00	$ 6,000.00	
118	620-00020	Sanitary Facility	EACH	1	$ -	$ -		1	$ 1,956.00	$ 1,956.00		1	$ 2,500.00	$ 2,500.00	
119	625-00000	Construction Surveying	L S	1	$ -	$ -		1	$ 35,715.00	$ 35,715.00		1	$ 35,000.00	$ 35,000.00	
120	626-00000	Mobilization	L S	1	$ -	$ -		1	$ 257,939.00	$ 257,939.00		1	$ 165,000.00	$ 165,000.00	
~~121~~	~~627-00099~~	~~Pavement Marking Paint~~	~~LF~~	~~0~~	~~$ -~~	~~$ -~~		~~0~~	~~$ -~~	~~$ -~~		~~0~~	~~$ -~~	~~$ -~~	
~~122~~	~~627-30410~~	~~Preformed Thermoplastic Pavement Marking (Xwalk-Stop Line)~~	~~SF~~	~~0~~	~~$ -~~	~~$ -~~		~~0~~	~~$ -~~	~~$ -~~		~~0~~	~~$ -~~	~~$ -~~	
123	630-00016	Traffic Control (Special) LS Phase 2	L S	1	$ -	$ -		1	$ 4,927.00	$ 4,927.00		1	$ 6,500.00	$ 6,500.00	
~~124~~	~~630-00019~~	~~Traffic Control (Special) LS Phase 3~~	~~L S~~	~~0~~	~~$ -~~	~~$ -~~		~~0~~	~~$ -~~	~~$ -~~		~~0~~	~~$ -~~	~~$ -~~	
125	700-70010	F/A Minor Contract Revisions	F A	1	$ 250,000.00	$ 250,000.00		1	$ 250,000.00	$ 250,000.00		1	$ 250,000.00	$ 250,000.00	
					TOTAL BID	**$ 250,000.00**				$ 2,857,805.30			**TOTAL BID**	**$ 2,739,388.50**	

BID SCHEDULE - PHASE 3							Gould Construction			Johnson Construction		
Line No.	CDOT Ref. No.	Description	Unit	Quantity	Unit Price	Bid Amount	Quantity	Unit Price	Bid Amount	Quantity	Unit Price	Bid Amount
1	201-00000	Clearing and Grubbing	L S	1		$ -	1	$ 5,400.00	$ 5,400.00	1	$ 5,000.00	$ 5,000.00
~~2~~	~~202-00010~~	~~Removal of Tree~~	~~EACH~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
3	202-00019	Removal of Inlet	EACH	4	$ -	$ -	4	$ 1,450.00	$ 5,800.00	4	$ 1,750.00	$ 7,000.00
4	202-00021	Removal of Manhole	EACH	1	$ -	$ -	1	$ 2,100.00	$ 2,100.00	1	$ 2,000.00	$ 2,000.00
5	202-00031	Removal of Fire Hydrant	EACH	2	$ -	$ -	2	$ 2,850.00	$ 5,700.00	2	$ 1,200.00	$ 2,400.00
6	202-00035	Removal of Pipe	LF	297	$ -	$ -	297	$ 35.00	$ 10,395.00	297	$ 22.00	$ 6,534.00
7	202-00200	Removal of Sidewalk	SY	401	$ -	$ -	401	$ 11.00	$ 4,411.00	401	$ 17.00	$ 6,817.00
8	202-00203	Removal of Curb and Gutter	LF	884	$ -	$ -	884	$ 14.00	$ 12,376.00	884	$ 9.00	$ 7,956.00
9	202-00207	Removal of Brick Pavers	SY	19	$ -	$ -	19	$ 11.00	$ 209.00	19	$ 85.00	$ 1,615.00
10	202-00210	Removal of Concrete Pavement	SY	116	$ -	$ -	116	$ 11.00	$ 1,276.00	116	$ 26.00	$ 3,016.00
11	202-00220	Removal of Asphalt Mat	SY	4299	$ -	$ -	4299	$ 6.90	$ 29,663.10	4299	$ 7.50	$ 32,242.50
12	202-00240	Removal of Asphalt Mat (Planing)	SY	92	$ -	$ -	92	$ 6.60	$ 607.20	92	$ 30.00	$ 2,760.00
13	202-01000	Removal of Fence	LF	100	$ -	$ -	100	$ 9.15	$ 915.00	100	$ 20.00	$ 2,000.00
14	203-00060	Embankment Material (Complete In Place)	CY	499	$ -	$ -	499	$ 79.00	$ 39,421.00	499	$ 35.00	$ 17,465.00
15	203-01500	Blading	HOUR	20	$ -	$ -	20	$ 211.00	$ 4,220.00	20	$ 165.00	$ 3,300.00
16	203-01565	Hydraulic Excavator	HOUR	20	$ -	$ -	20	$ 168.00	$ 3,360.00	20	$ 150.00	$ 3,000.00
17	203-01582	Truck (Dump)	HOUR	20	$ -	$ -	20	$ 145.00	$ 2,900.00	20	$ 150.00	$ 3,000.00
18	203-01594	Combination Loader	HOUR	20	$ -	$ -	20	$ 151.00	$ 3,020.00	20	$ 125.00	$ 2,500.00
19	203-01597	Potholing	HOUR	48	$ -	$ -	48	$ 471.00	$ 22,608.00	48	$ 365.00	$ 17,520.00
20	203-02330	Laborer	HOUR	20	$ -	$ -	20	$ 46.25	$ 925.00	20	$ 55.00	$ 1,100.00
~~21~~	~~206-00000~~	~~Structure Excavation~~	~~CY~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	$ -	~~0~~	~~$ -~~	$ -
~~22~~	~~206-00100~~	~~Structure Backfill (Class 1)~~	~~CY~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	$ -	~~0~~	~~$ -~~	$ -
~~23~~	~~206-00360~~	~~Mechanical Reinforcement of Soil~~	~~CY~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	$ -	~~0~~	~~$ -~~	$ -
~~24~~	~~206-00520~~	~~Filter Material (Class B)~~	~~CY~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	$ -	~~0~~	~~$ -~~	$ -
25	207-00702	Topsoil (Offsite)	CY	65	$ -	$ -	65	$ 166.00	$ 10,790.00	65	$ 85.00	$ 5,525.00
26	208-00002	Erosion Log Type 1 (12 Inch)	LF	420	$ -	$ -	420	$ 8.00	$ 3,360.00	420	$ 8.00	$ 3,360.00
27	208-00035	Aggregate Bag	LF	36	$ -	$ -	36	$ 7.00	$ 252.00	36	$ 100.00	$ 3,600.00
28	208-00046	Pre-fabricated Concrete Washout Structure (Type 1)	EACH	1	$ -	$ -	1	$ 2,350.00	$ 2,350.00	1	$ 6,000.00	$ 6,000.00
29	208-00054	Storm Drain Inlet Protection (Type II)	EACH	15	$ -	$ -	15	$ 186.00	$ 2,790.00	15	$ 100.00	$ 1,500.00
30	208-00075	Pre-fabricated Vehicle Tracking Pad	EACH	2	$ -	$ -	2	$ 12,820.00	$ 25,640.00	2	$ 9,000.00	$ 18,000.00
31	208-00106	Sweeping (Sediment Removal)	HOUR	20	$ -	$ -	20	$ 210.00	$ 4,200.00	20	$ 165.00	$ 3,300.00
32	208-00107	Removal of Trash	HOUR	20	$ -	$ -	20	$ 64.00	$ 1,280.00	20	$ 260.00	$ 5,200.00
33	208-00207	Erosion Control Management	DAY	62	$ -	$ -	62	$ 680.00	$ 42,160.00	62	$ 1,250.00	$ 77,500.00
34	210-00810	Reset Ground Sign	EACH	5	$ -	$ -	5	$ 181.00	$ 905.00	5	$ 400.00	$ 2,000.00
35	210-01200	Reset End Anchorage	EACH	1	$ -	$ -	1	$ 801.00	$ 801.00	1	$ 15,000.00	$ 15,000.00
36	210-04010	Adjust Manhole	EACH	7	$ -	$ -	7	$ 760.00	$ 5,320.00	7	$ 1,200.00	$ 8,400.00
37	212-00702	Biotic Soil Amendments (Hydraulically Applied)	LB	420	$ -	$ -	420	$ 11.65	$ 4,893.00	420	$ 2.00	$ 840.00
38	212-00704	Mycorrhizae	LB	7	$ -	$ -	7	$ 74.00	$ 518.00	7	$ 53.00	$ 371.00
39	212-00707	Seeding (Native) Hydraulic	ACRE	0.12	$ -	$ -	0.12	$ 17,950.00	$ 2,154.00	0.12	$ 3,250.00	$ 390.00
40	213-00004	Mulching (Weed Free Straw)	ACRE	0.04	$ -	$ -	0.04	$ 17,950.00	$ 718.00	0.04	$ 7,200.00	$ 288.00
41	213-00061	Mulch Tackifier	LB	8	$ -	$ -	8	$ 80.00	$ 640.00	8	$ 30.00	$ 240.00
42	216-00042	Soil Retention Blanket (Biodegradable Straw/Coconut)	SY	383	$ -	$ -	383	$ 11.00	$ 4,214.10	383	$ 5.50	$ 2,106.50
~~43~~	~~240-00000~~	~~Wildlife Biologist~~	~~HOUR~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	$ -	~~0~~	~~$ -~~	$ -
44	~~240-00010~~	~~Removal of Nests~~	~~HOUR~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	$ -	~~0~~	~~$ -~~	$ -
45	304-06000	Aggregate Base Course (Class 6)	TON	1297	$ -	$ -	1297	$ 56.60	$ 73,410.20	1297	$ 85.00	$ 110,245.00
46	403-34721	Hot Mix Asphalt (Grading SX) (75) (PG 58-28)	TON	1321	$ -	$ -	1321	$ 160.35	$ 211,822.35	1321	$ 160.00	$ 211,360.00
~~47~~	~~408-01100~~	~~Joint Sealant~~	~~LF~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	$ -	~~0~~	~~$ -~~	$ -
48	411-10255	Emulsified Asphalt (Slow-Setting)	GAL	377	$ -	$ -	377	$ 8.15	$ 3,072.55	377	$ 9.00	$ 3,393.00
49	412-00600	Concrete Pavement (6 Inch)	SY	238	$ -	$ -	238	$ 140.60	$ 33,462.80	238	$ 172.00	$ 40,936.00
~~50~~	~~420-00112~~	~~Geotextile (Drainage) (Class 1)~~	~~SY~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	$ -	~~0~~	~~$ -~~	$ -
~~51~~	~~502-00460~~	~~Pile Tip~~	~~EACH~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	$ -	~~0~~	~~$ -~~	$ -
~~52~~	~~502-00500~~	~~Complete Joint Penetration (CJP) Splice~~	~~EACH~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	$ -	~~0~~	~~$ -~~	$ -
~~53~~	~~502-01120~~	~~Restriking Pile~~	~~EACH~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	$ -	~~0~~	~~$ -~~	$ -
~~54~~	~~502-02010~~	~~Dynamic Pile Test~~	~~EACH~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	$ -	~~0~~	~~$ -~~	$ -

~~55~~	~~502-11274~~	~~Steel Piling (HP 12x74)~~	~~LF~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~56~~	~~506-00218~~	~~Riprap (18 Inch)~~	~~CY~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~57~~	~~506-00231~~	~~Riprap (30 In)~~	~~EACH~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~58~~	~~515-00120~~	~~Waterproofing (Membrane)~~	~~SY~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~59~~	~~601-03040~~	~~Concrete Class D (Bridge)~~	~~CY~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~60~~	~~601-40300~~	~~Structural Concrete Coating~~	~~SY~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~61~~	~~602-00020~~	~~Reinforcing Steel (Epoxy Coated)~~	~~LB~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
62	603-50013	12 Inch Plastic Pipe	LF	147	$ -	$ -	147	$ 134.50	$ 19,771.50	147	$ 140.00	$ 20,580.00
63	603-50015	15 Inch Plastic Pipe	LF	56	$ -	$ -	56	$ 150.00	$ 8,400.00	56	$ 175.00	$ 9,800.00
64	603-50018	18 Inch Plastic Pipe	LF	57	$ -	$ -	57	$ 165.00	$ 9,405.00	57	$ 183.00	$ 10,431.00
65	603-50024	24 Inch Plastic Pipe	LF	125	$ -	$ -	125	$ 176.00	$ 22,000.00	125	$ 200.00	$ 25,000.00
66	603-83008	8 Inch Sewer Pipe	LF	178	$ -	$ -	178	$ 153.00	$ 27,234.00	178	$ 190.00	$ 33,820.00
67	603-83010	8 Inch Fitting (End Cap)	EACH	2	$ -	$ -	2	$ 202.00	$ 404.00	2	$ 150.00	$ 300.00
68	603-90000	Sewer System Testing	EACH	1	$ -	$ -	1	$ 4,650.00	$ 4,650.00	1	$ 5,500.00	$ 5,500.00
69	604-25005	Vane Grate Inlet (5 Foot)	EACH	3	$ -	$ -	3	$ 11,950.00	$ 35,850.00	3	$ 14,000.00	$ 42,000.00
70	604-26005	Vane Grate Inlet (Double) (5 Foot)	EACH	3	$ -	$ -	3	$ 21,000.00	$ 63,000.00	3	$ 26,000.00	$ 78,000.00
71	604-26006	Vane Grate Inlet Special (Double) (5 Foot)	EACH	1	$ -	$ -	1	$ 22,300.00	$ 22,300.00	1	$ 29,500.00	$ 29,500.00
72	604-30005	Manhole Slab Base (5 Foot)	EACH	1	$ -	$ -	1	$ 8,540.00	$ 8,540.00	1	$ 10,250.00	$ 10,250.00
73	604-30010	Manhole Slab Base (10 Foot)	EACH	4	$ -	$ -	4	$ 17,874.00	$ 71,500.00	4	$ 15,750.00	$ 63,000.00
~~74~~	~~606-01403~~	~~Transition Type BR9-GR9~~	~~EACH~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~75~~	~~606-10900~~	~~Bridge Rail Type 9~~	~~LF~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~76~~	~~607-11450~~	~~Fence Split Cedar~~	~~LF~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
77	607-11525	Fence (Plastic)	LF	200	$ -	$ -	200	$ 6.40	$ 1,280.00	200	$ 5.00	$ 1,000.00
78	608-00000	Concrete Sidewalk	SY	782	$ -	$ -	782	$ 114.00	$ 89,148.00	782	$ 110.00	$ 86,020.00
79	608-00005	Concrete Sidewalk (Special)	SY	210	$ -	$ -	210	$ 255.00	$ 53,550.00	210	$ 246.00	$ 51,660.00
~~80~~	~~608-00006~~	~~Concrete Sidewalk (6 Inch)~~	~~SY~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
81	608-00010	Concrete Curb Ramp	SY	241	$ -	$ -	241	$ 209.00	$ 50,369.00	241	$ 200.00	$ 48,200.00
82	608-00015	Detectable Warnings	SF	168	$ -	$ -	168	$ 80.00	$ 13,440.00	168	$ 77.00	$ 12,936.00
83	609-20004	Curb and Gutter Type 2 (Section II-M) (Special)	LF	35	$ -	$ -	35	$ 64.00	$ 2,240.00	35	$ 62.00	$ 2,170.00
84	609-21020	Curb and Gutter Type 2 (Section II-B)	LF	1261	$ -	$ -	1261	$ 62.00	$ 78,182.00	1261	$ 60.00	$ 75,660.00
85	609-21021	Curb and Gutter Type 2 (Section II-M)	LF	23	$ -	$ -	23	$ 65.00	$ 1,495.00	23	$ 63.00	$ 1,449.00
86	609-24004	Gutter Type 2 (4 Foot)	LF	142	$ -	$ -	142	$ 79.00	$ 11,218.00	142	$ 76.00	$ 10,792.00
~~87~~	~~613-00407~~	~~4 Inch Electrical Conduit (Bridge)(Special)~~	~~LF~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~88~~	~~613-00409~~	~~4 Inch Electrical Conduit (Bridge)(Install Only)~~	~~LF~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
89	614-00011	Sign Panel (Class I)	SF	67	$ -	$ -	67	$ 37.00	$ 2,479.00	67	$ 30.00	$ 2,010.00
90	614-01503	Steel Sign Support (2-Inch Round)(Post and Socket)	EACH	5	$ -	$ -	5	$ 700.00	$ 3,500.00	5	$ 450.00	$ 2,250.00
91	614-80003	Rectangular Rapid Flashing Beacon	EACH	2	$ -	$ -	2	$ 11,570.00	$ 23,140.00	2	$ 12,000.00	$ 24,000.00
~~92~~	~~618-00510~~	~~Prestressed Concrete I (Special)~~	~~LF~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
93	619-00002	Water Service (1" and Smaller)	EACH	11	$ -	$ -	11	$ 5,688.00	$ 62,568.00	11	$ 6,000.00	$ 66,000.00
94	619-00007	***Connect to Existing Waterline	EACH	2	$ -	$ -	2	$ 4,400.00	$ 8,800.00	2	$ 8,500.00	$ 17,000.00
95	619-00012	Water Service (4")	EACH	1	$ -	$ -	1	$ 1,554.00	$ 1,554.00	1	$ 8,700.00	$ 8,700.00
96	619-06090	8 Inch Fitting (Tee)	EACH	4	$ -	$ -	4	$ 1,086.00	$ 4,344.00	4	$ 1,600.00	$ 6,400.00
97	619-06091	8 Inch Fitting (Bend)	EACH	4	$ -	$ -	4	$ 700.00	$ 2,800.00	4	$ 1,000.00	$ 4,000.00
98	619-06092	8 Inch Fitting (End Cap)	EACH	1	$ -	$ -	1	$ 540.00	$ 540.00	1	$ 11,000.00	$ 11,000.00
99	619-06093	8 Inch Fitting (8x4 Reducer)	EACH	1	$ -	$ -	1	$ 641.00	$ 641.00	1	$ 750.00	$ 750.00
~~100~~	~~619-06120~~	~~12 Inch Ductile Iron Pipe~~	~~LF~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~101~~	~~619-06121~~	~~12 Inch Fitting (Tee)~~	~~EACH~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~102~~	~~619-06122~~	~~12 Inch Fitting (Bend)~~	~~EACH~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~103~~	~~619-06123~~	~~12 Inch Ductile Iron Insulation~~	~~LF~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~104~~	~~619-06126~~	~~Bridge Waterline Support~~	~~LS~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~105~~	~~619-06127~~	~~Air Valve Assembly~~	~~EACH~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~106~~	~~619-06128~~	~~12 Inch Fitting (Expansion)~~	~~EACH~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
~~107~~	~~619-06129~~	~~12 Inch Fitting (12x8 Reducer)~~	~~EACH~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~	~~0~~	~~$ -~~	~~$ -~~
108	619-50320	4 Inch Plastic Pipe	LF	79	$ -	$ -	79	$ 167.00	$ 13,193.00	79	$ 150.00	$ 11,850.00
109	619-50480	6 Inch Plastic Pipe	LF	49	$ -	$ -	49	$ 198.00	$ 9,702.00	49	$ 125.00	$ 6,125.00
110	619-50640	8 Inch Plastic Pipe	LF	572	$ -	$ -	572	$ 155.00	$ 88,660.00	572	$ 240.00	$ 137,280.00

~~111~~	~~619-50960~~	~~12 Inch Plastic Pipe~~	~~LF~~	~~0~~	~~$ -~~	~~$ -~~		~~0~~	~~$ -~~	$ -		~~0~~	~~$ -~~	$ -
112	619-75032	4 Inch Gate Valve	EACH	1	$ -	$ -		1	$ 2,060.00	$ 2,060.00		1	$ 2,500.00	$ 2,500.00
113	619-75064	8 Inch Gate Valve	EACH	5	$ -	$ -		5	$ 3,100.00	$ 15,500.00		5	$ 3,500.00	$ 17,500.00
~~114~~	~~619-75096~~	~~12 Inch Gate Valve~~	~~EACH~~	~~0~~	~~$ -~~	~~$ -~~		~~0~~	~~$ -~~	$ -		~~0~~	~~$ -~~	$ -
115	619-78048	6 Inch Fire Hydrant	EACH	2	$ -	$ -		2	$ 6,205.00	$ 12,410.00		2	$ 8,500.00	$ 17,000.00
116	619-78049	6 Inch Fire Hydrant Valve	EACH	2	$ -	$ -		2	$ 2,262.00	$ 4,524.00		2	$ 2,800.00	$ 5,600.00
117	619-79100	Water System Testing	EACH	3	$ -	$ -		3	$ 1,900.00	$ 5,700.00		3	$ 5,000.00	$ 15,000.00
118	620-00020	Sanitary Facility	EACH	1	$ -	$ -		1	$ 3,330.00	$ 3,330.00		1	$ 2,500.00	$ 2,500.00
119	625-00000	Construction Surveying	L S	1	$ -	$ -		1	$ 35,825.00	$ 35,825.00		1	$ 35,000.00	$ 35,000.00
120	626-00000	Mobilization	L S	1	$ -	$ -		1	$ 148,650.00	$ 148,650.00		1	$ 135,000.00	$ 135,000.00
121	627-00099	Pavement Marking Paint	LF	1407	$ -	$ -		1407	$ 3.00	$ 4,221.00		1407	$ 2.50	$ 3,517.50
122	627-30410	Preformed Thermoplastic Pavement Marking (Xwalk-Stop Line)	SF	564	$ -	$ -		564	$ 23.00	$ 12,972.00		564	$ 38.00	$ 21,432.00
~~123~~	~~630-00016~~	~~Traffic Control (Special) LS Phase 2~~	~~L S~~	~~0~~	~~$ -~~	~~$ -~~		~~0~~	~~$ -~~	$ -		~~0~~	~~$ -~~	$ -
124	630-00019	Traffic Control (Special) LS Phase 3	L S	1	$ -	$ -		1	$ 38,000.00	$ 38,000.00		1	$ 15,000.00	$ 15,000.00
125	700-70010	F/A Minor Contract Revisions	F A	1	$ 250,000.00	$ 250,000.00		1	$ 250,000.00	$ 250,000.00		1	$ 250,000.00	$ 250,000.00
					TOTAL BID	**$ 250,000.00**			**TOTAL BID**	**$ 1,939,147.700**			**TOTAL BID**	$ 2,025,569.50
										$ 4,796,953.000				**$ 4,764,958.000**

CITY OF RIFLE

BID FORM - Page 1

FOR CONSTRUCTION OF:
Park Avenue Bridge and Extension

DATE: Jan. 9th 2026

OWNER: City of Rifle
202 Railroad Avenue
Rifle CO 81650
Attn: Craig Spaulding

BIDDER: Name of Bidder Johnson Construction, Inc.

Address of Bidder 124. W. 2nd St.
Rifle, CO 81650

Phone Number 970-625-2251

Email Address Rob@Johnconinc.com

Contact Name Rob Bercher

THE UNDERSIGNED BIDDER, having familiarized himself with the Work required by the Contract Documents, the site and conditions where the Work is to be performed, local labor conditions, and all laws, regulations, and other factors affecting performance of the Work, and having satisfied himself of the expense and difficulties attending performance of the Work,

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into Agreement with the Owner to perform all work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work; tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform the Work; and bonds, insurance, submittals; and all fees as indicated or specified in the Contract Documents to be performed or furnished by BIDDER for the amount identified and detailed in the BID SCHEDULE and further totaled below ("Bid Proposal Amount"):

Four Million Seven Hundred Dollars ($4,764,958.00)
(written) (numeric)

Sixty Four Thousand Nine Hundred
Fifty Eight Dollars and Zero Cents.

CITY OF RIFLE

BID FORM - Page2

DOCUMENTS AND ADDENDA:
The BIDDER submits that he has carefully examined the site of the proposed work and the existing conditions, as well as the drawings and specifications. Also, he has thoroughly reviewed the proposal form, Instructions to Bidders, General Conditions, Supplementary Conditions, General Requirements, and the Specifications and Drawings, and acknowledges that the following addenda covering revisions to the drawings and/or specifications, and the cost, if any, of such revisions has been included in the Total Bid Price.

Addendum No. #1 Dated 12/16/25

Addendum No. #2 Dated 1/6/26

Addendum No. _____ Dated _____

CHANGES TO THE WORK:
BIDDER agrees to perform all the WORK for the Total Base Bid price identified in the "Bid Proposal Amount." If circumstances arise during construction of this project which dictate a change in quantity, then the pricing for that particular portion of the job will be adjusted up or down with the BIDDER'S Schedule of Values (as included in the Contract Documents) to the revised quantity required by the construction circumstances of these plans. Final payment will be based upon count or measurement of items in place upon completion of the project at the units of measure and unit prices, with the exception of lump sum items.

For changes not covered by a contract unit price, BIDDER proposes that all such changes ordered to the work which increases the Scope of Work shall be priced in advance of the work and such unit prices will be approved by the Owner prior to commencement of work.

PERFORMANCE AND LABOR & MATERIAL PAYMENT BONDS:
By signing and submitting this Bid Proposal, the BIDDER certifies that upon demand, Performance and Labor & Material Payment Bonds can be furnished in amounts sufficient to cover the total proposed cost of work.

TIME OF COMMENCEMENT, COMPLETION, AND DAMAGES:
The BIDDER agrees that, if awarded the Contract, the Work will be substantially complete, ready for occupancy by Owner, according to the schedule submitted by BIDDER of within the indicated construction durations specified within the Contract Documents except for delays caused by Acts of God, neglect of the Owner or the

Representative of the Owner or other causes beyond the BIDDER'S control, and allows for no time due to labor disputes or strikes. Weather (unless severe) is not considered as an excuse for delay of the work.

Time is expressly declared to be of the essence in completion of the Work covered by the Contract Documents. Where additional time is allowed under the Agreement for the Completion of the work, the new time limits shall be of the essence of the Agreement.

GENERAL AGREEMENTS:
The BIDDER agrees to the following:

The BIDDER has had an opportunity to examine the Site of the work and has examined the Contract Documents therefore.

The BIDDER has carefully prepared the bid proposal upon the basis thereof and has carefully examined and checked the Bid Proposal and the materials, equipment and labor required thereunder, the cost thereof, and figures therefore, and hereby states that the amount or amounts set forth in the Bid Proposal is, or are, correct and that no mistake or error has occurred in the Bid Proposal or in the BIDDER's computations upon which the Bid Proposal is based and the BIDDER agrees that no claim for reformation, modification, rescission or correction of the Bid Proposal will be made after the scheduled closing time for the receipt of Bid Proposals.

The BIDDER understands that the Owner reserves the right to reject any or all Bids for any or no reason and to waive any informality in the bidding.

The BIDDER understands that this Bid shall not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

The BIDDER understands that unless a bid item is included on the "Bid Schedule", no separate payment shall be made for items required to complete the work in accordance with the contract. If included on the bid schedule, then work under the item will be paid at the unit or units given and shall include all necessary work complete and in place.

In preparing the Bid Proposal, the BIDDER has verified and is reasonably assured of the availability of all labor, materials, and products in this document.

The BIDDER has carefully reviewed the Bid Documents in their entirety and has agreed to meet these requirements.

CITY OF RIFLE

BID FORM - Page 4

DOCUMENT EXECUTION:

DATED This 9th day of January, 2026

JOHNSON Construction, Inc.

(Name of Firm)

124 W. 2nd Street

(Street Address)

Rifle, CO 81650

(City, State, Zip)

Rob Bw

(Signature)

Rob Bercher

(Printed Signature)

President

(Title)

Please check as appropriate:

_____ An individual

_____ A Partnership Between: _____

X A Corporation organized under the laws of the State of Colorado

END OF BID FORM

LIST OF MATERIALS SUPPLIERS / SUBCONTRACTORS

Provide the name of the materials supplier or subcontractor included in your base bid price. Any changes in the providers listed below can be made only with the approval of the Owner. Any amount of work greater than 10% of the amount bid shall be considered as a subcontractor/Materials Supplier.

Name of Subcontractor /Materials Supplier	Work Item Performed or Provided	% of Value
S2M	Concrete	26%

CITY OF RIFLE

CONTRACTOR'S LICENSING STATEMENT FORM

The undersigned is licensed in accordance with the laws of Colorado providing for the registration of Contractors: License Number _____; Class _____.
Name of Contractor's Firm Johnson Construction, Inc.
Business Address and Telephone Number 124 W 2nd St. Rifle, CO 81650
970-625-2251

Name of Individual Owner (print) ROB BERCHER

Signature of Owner _____

OR

Signature, Title, and Address of members signing on behalf of the partnership:
Name _____ Title _____
Address _____
Name _____ Title _____
Address _____
Name _____ Title _____
Address _____

OR

Corporation organized under the laws of the State of Colorado

JOHNSON CONSTRUCTION INC CORPORATE SEAL COLORADO
(Place Seal Here)

_____
Signature of President of Corporation

_____
Signature of Secretary of Corporation

AGREEMENT

THIS AGREEMENT, made this _____ day of_____ , 2026, by and between, **CITY OF RIFLE** hereinafter called "OWNER", and _____ doing business as a Corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of:_____
   Park Avenue Bridge and Extension
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other service necessary for the construction and completion of the WORK described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within **14** calendar days after the date of the NOTICE TO PROCEED and will complete the same by **as indicated in the contract documents**, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The Contractor agrees to perform all of the Work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of ($_____) dollars or as shown in the BID SCHEDULE.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
   A. ADVERTISEMENT FOR BID
   B. INSTRUCTIONS TO BIDDERS
   C. BID

BID SCHEDULE - PHASE 2

Line No.	CDOT Ref. No.	Description	Unit	Quantity	Unit Price	Bid Amount
1	201-00000	Clearing and Grubbing	L S	1	$ 7500.00	$ 7500.00
2	202-00010	Removal of Tree	EACH	6	$ 950.00	$ 5700.00
~~3~~	~~202-00019~~	~~Removal of Inlet~~	~~EACH~~	~~0~~	$	$
~~4~~	~~202-00021~~	~~Removal of Manhole~~	~~EACH~~	~~0~~	$	$
~~5~~	~~202-00031~~	~~Removal of Fire Hydrant~~	~~EACH~~	~~0~~	$	$
~~6~~	~~202-00035~~	~~Removal of Pipe~~	~~LF~~	~~0~~	$	$
7	202-00200	Removal of Sidewalk	SY	128	$ 15.00	$ 1920.00
~~8~~	~~202-00203~~	~~Removal of Curb and Gutter~~	~~LF~~	~~0~~	$	$
~~9~~	~~202-00207~~	~~Removal of Brick Pavers~~	~~SY~~	~~0~~	$	$
~~10~~	~~202-00210~~	~~Removal of Concrete Pavement~~	~~SY~~	~~0~~	$	$
~~11~~	~~202-00220~~	~~Removal of Asphalt Mat~~	~~SY~~	~~0~~	$	$
12	202-00240	Removal of Asphalt Mat (Planing)	SY	16	$ 75.00	$ 1200.00
~~13~~	~~202-01000~~	~~Removal of Fence~~	~~LF~~	~~0~~	$	$
14	203-00060	Embankment Material (Complete In Place)	CY	330	$ 40.00	$ 13,200.00
15	203-01500	Blading	HOUR	20	$ 165.00	$ 3300.00
16	203-01565	Hydraulic Excavator	HOUR	20	$ 150.00	$ 3000.00
17	203-01582	Truck (Dump)	HOUR	20	$ 150.00	$ 3000.00
18	203-01594	Combination Loader	HOUR	20	$ 125.00	$ 2500.00
19	203-01597	Potholing	HOUR	16	$ 365.00	$ 5840.00
20	203-02330	Laborer	HOUR	20	$ 55.00	$ 1100.00
21	206-00000	Structure Excavation	CY	792	$ 40.00	$ 31,680.00
22	206-00100	Structure Backfill (Class 1)	CY	434	$ 125.00	$ 54,250.00
23	206-00360	Mechanical Reinforcement of Soil	CY	434	$ 15.00	$ 6510.00
24	206-00520	Filter Material (Class B)	CY	35	$ 175.00	$ 6125.00
25	207-00702	Topsoil (Offsite)	CY	50	$ 70.00	$ 3500.00
26	208-00002	Erosion Log Type 1 (12 Inch)	LF	340	$ 8.00	$ 2720.00
27	208-00035	Aggregate Bag	LF	12	$ 20.00	$ 240.00
28	208-00046	Pre-fabricated Concrete Washout Structure (Type 1)	EACH	1	$ 6000.00	$ 6000.00

BID SCHEDULE - PHASE 2

Line No.	CDOT Ref. No.	Description	Unit	Quantity	Unit Price	Bid Amount
~~29~~	~~208-00054~~	~~Storm Drain Inlet Protection (Type II)~~	~~EACH~~	~~0~~	$ ———	$ ———
30	208-00075	Pre-fabricated Vehicle Tracking Pad	EACH	1	$ 9000.00	$ 9000.00
31	208-00106	Sweeping (Sediment Removal)	HOUR	20	$ 145.00	$ 2900.00
32	208-00107	Removal of Trash	HOUR	20	$ 265.00	$ 5300.00
33	208-00207	Erosion Control Management	DAY	68	$ 1250.00	$ 85,000.00
~~34~~	~~210-00810~~	~~Reset Ground Sign~~	~~EACH~~	~~0~~	$ -	$ -
~~35~~	~~210-01200~~	~~Reset End Anchorage~~	~~EACH~~	~~0~~	$ -	$ -
~~36~~	~~210-04010~~	~~Adjust Manhole~~	~~EACH~~	~~0~~	$ -	$ -
37	212-00702	Biotic Soil Amendments (Hydraulically Applied)	LB	308	$ 2.00	$ 616.00
38	212-00704	Mycorrhizae	LB	5	$ 53.00	$ 265.00
39	212-00707	Seeding (Native) Hydraulic	ACRE	0.09	$ 3250.00	$ 292.50
~~40~~	~~213-00004~~	~~Mulching (Weed Free Straw)~~	~~ACRE~~	~~0.00~~	$ -	$ -
~~41~~	~~213-00061~~	~~Mulch Tackifier~~	~~LB~~	~~0.00~~	$ ———	$ ———
42	216-00042	Soil Retention Blanket (Biodegradable Straw/Coconut)	SY	448	$ 5.50	$ 2464.00
43	240-00000	Wildlife Biologist	HOUR	8	$ 500.00	$ 4000.00
44	240-00010	Removal of Nests	HOUR	8	$ 500.00	$ 4000.00
45	304-06000	Aggregate Base Course (Class 6)	TON	169	$ 100.00	$ 16,900.00
~~46~~	~~403-34751~~	~~Hot Mix Asphalt (Grading SX) (75) (PG 64-28)~~	~~TON~~	~~0~~	$ ———	$ ———
47	408-01100	Joint Sealant	LF	124	$ 24.00	$ 2976.00
~~48~~	~~411-10255~~	~~Emulsified Asphalt (Slow-Setting)~~	~~GAL~~	~~0~~	$ ———	$ ———
~~49~~	~~412-00600~~	~~Concrete Pavement (6 Inch)~~	~~SY~~	~~0~~	$ ———	$ ———
50	420-00112	Geotextile (Drainage) (Class 1)	SY	567	$ 4.00	$ 2268.00
51	502-00460	Pile Tip	EACH	12	$ 440.00	$ 5280.00
52	502-00500	Complete Joint Penetration (CJP) Splice	EACH	2	$ 3000.00	$ 6000.00
53	502-01120	Restriking Pile	EACH	2	$ 900.00	$ 1800.00
54	502-02010	Dynamic Pile Test	EACH	2	$ 8000.00	$ 16,000.00
55	502-11274	Steel Piling (HP 12x74)	LF	468	$ 275.00	$ 128,700.00
56	506-00218	Riprap (18 Inch)	CY	456	$ 165.00	$ 75,240.00

BID SCHEDULE - PHASE 2						
Line No.	CDOT Ref. No.	Description	Unit	Quantity	Unit Price	Bid Amount
57	506-00231	Riprap (30 In)	EACH	34	$ 185.00	$ 6290.00
58	515-00120	Waterproofing (Membrane)	SY	385	$ 28.00	$ 10,780.00
59	601-03040	Concrete Class D (Bridge)	CY	331	$ 1550.00	$ 513,050.00
60	601-40300	Structural Concrete Coating	SY	408	$ 22.00	$ 8976.00
61	602-00020	Reinforcing Steel (Epoxy Coated)	LB	44300	$ 325	$ 143,975.00
~~62~~	~~603-50013~~	~~12 Inch Plastic Pipe~~	~~LF~~	~~0~~	$	$
~~63~~	~~603-50015~~	~~15 Inch Plastic Pipe~~	~~LF~~	~~0~~	$	$
~~64~~	~~603-50018~~	~~18 Inch Plastic Pipe~~	~~LF~~	~~0~~	$	$
~~65~~	~~603-50024~~	~~24 Inch Plastic Pipe~~	~~LF~~	~~0~~	$	$
~~66~~	~~603-83008~~	~~8 Inch Sewer Pipe~~	~~LF~~	~~0~~	$	$
~~67~~	~~603-83010~~	~~8 Inch Fitting (End Cap)~~	~~EACH~~	~~0~~	$	$
~~68~~	~~603-90000~~	~~Sewer System Testing~~	~~EACH~~	~~0~~	$	$
~~69~~	~~604-25005~~	~~Vane Grate Inlet (5 Foot)~~	~~EACH~~	~~0~~	$	$
~~70~~	~~604-26005~~	~~Vane Grate Inlet (Double) (5 Foot)~~	~~EACH~~	~~0~~	$	$
~~71~~	~~604-26006~~	~~Vane Grate Inlet Special (Double) (5 Foot)~~	~~EACH~~	~~0~~	$	$
~~72~~	~~604-30005~~	~~Manhole Slab Base (5 Foot)~~	~~EACH~~	~~0~~	$	$
~~73~~	~~604-30010~~	~~Manhole Slab Base (10 Foot)~~	~~EACH~~	~~0~~	$	$
74	606-01403	Transition Type BR9-GR9	EACH	2	$ 6000.00	$ 12,000.00
75	606-10900	Bridge Rail Type 9	LF	223	$ 1440.00	$ 321,120.00
76	607-11450	Fence Split Cedar	LF	50	$ 55.00	$ 2750.00
77	607-11525	Fence (Plastic)	LF	200	$ 5.00	$ 1000.00
78	608-00000	Concrete Sidewalk	SY	114	$ 110.00	$ 12,540.00
~~79~~	~~608-00005~~	~~Concrete Sidewalk (Special)~~	~~SY~~	~~0~~	$	$
80	608-00006	Concrete Sidewalk (6 Inch)	SY	227	$ 172.00	$ 39,044.00
81	608-00010	Concrete Curb Ramp	SY	69	$ 172.00	$ 11,868.00
82	608-00015	Detectable Warnings	SF	46	$ 78.00	$ 3588.00
~~83~~	~~609-20004~~	~~Curb and Gutter Type 2 (Section II-M) (Special)~~	~~LF~~	~~0~~	$	$
84	609-21020	Curb and Gutter Type 2 (Section II-B)	LF	37	$ 60.00	$ 2220.00

BID SCHEDULE - PHASE 2

Line No.	CDOT Ref. No.	Description	Unit	Quantity	Unit Price	Bid Amount
~~85~~	~~609-21021~~	~~Curb and Gutter Type 2 (Section II-M)~~	~~LF~~	~~0~~	$ ———	$ ———
~~86~~	~~609-24004~~	~~Gutter Type 2 (4 Foot)~~	~~LF~~	~~0~~	$ ———	$ ———
87	613-00407	4 Inch Electrical Conduit (Bridge)(Special)	LF	546	$ 23.00	$ 12,558.00
88	613-00409	4 Inch Electrical Conduit (Bridge)(Install Only)	LF	819	$ 55.00	$ 45,045.00
~~89~~	~~614-00011~~	~~Sign Panel (Class I)~~	~~SF~~	~~0~~	$ ———	$ ———
~~90~~	~~614-01503~~	~~Steel Sign Support (2 Inch Round)(Post and Socket)~~	~~EACH~~	~~0~~	$ ———	$ ———
~~91~~	~~614-80003~~	~~Rectangular Rapid Flashing Beacon~~	~~EACH~~	~~0~~	$ ———	$ ———
92	618-00510	Prestressed Concrete I (Special)	LF	540	$ 585.00	$ 315,900.00
~~93~~	~~619-00002~~	~~Water Service (1" and Smaller)~~	~~EACH~~	~~0~~	$ ———	$ ———
94	619-00007	***Connect to Existing Waterline	EACH	3	$ 8500	$ 25,500.00
~~95~~	~~619-00012~~	~~Water Service (4")~~	~~EACH~~	~~0~~	$ ———	$ ———
~~96~~	~~619-06090~~	~~8 Inch Fitting (Tee)~~	~~EACH~~	~~0~~	$ ———	$ ———
97	619-06091	8 Inch Fitting (Bend)	EACH	4	$ 1300.00	$ 5200.00
~~98~~	~~619-06092~~	~~8 Inch Fitting (End Cap)~~	~~EACH~~	~~0~~	$ ———	$ ———
~~99~~	~~619-06093~~	~~8 Inch Fitting (8x4 Reducer)~~	~~EACH~~	~~0~~	$ ———	$ ———
100	619-06120	12 Inch Ductile Iron Pipe	LF	109	$ 225.00	$ 24,525.00
101	619-06121	12 Inch Fitting (Tee)	EACH	1	$ 1400.00	$ 1400.00
102	619-06122	12 Inch Fitting (Bend)	EACH	7	$ 1600.00	$ 11,200.00
103	619-06123	12 Inch Ductile Iron Insulation	LF	92	$ 575.00	$ 52,900.00
104	619-06126	Bridge Waterline Support	LS	1	$ 7000.00	$ 7000.00
105	619-06127	Air Valve Assembly	EACH	1	$ 12000.00	$ 12000.00
106	619-06128	12 Inch Fitting (Expansion)	EACH	1	$ 18000.00	$ 18000.00
107	619-06129	12 Inch Fitting (12x8 Reducer)	EACH	1	$ 1100.00	$ 1100.00
~~108~~	~~619-50320~~	~~4 Inch Plastic Pipe~~	~~LF~~	~~0~~	$ ———	$ ———
~~109~~	~~619-50480~~	~~6 Inch Plastic Pipe~~	~~LF~~	~~0~~	$ ———	$ ———
110	619-50640	8 Inch Plastic Pipe	LF	19	$ 220.00	$ 4180.00
111	619-50960	12 Inch Plastic Pipe	LF	192	$ 300.00	$ 57,600.00
~~112~~	~~619-75032~~	~~4 Inch Gate Valve~~	~~EACH~~	~~0~~	$ ———	$ ———

BID SCHEDULE - PHASE 2

Line No.	CDOT Ref. No.	Description	Unit	Quantity	Unit Price	Bid Amount
113	619-75064	8 Inch Gate Valve	EACH	2	$ 3000.00	$ 6000.00
114	619-75096	12 Inch Gate Valve	EACH	2	$ 5000.00	$ 10000.00
~~115~~	~~619-78048~~	~~6 Inch Fire Hydrant~~	~~EACH~~	~~0~~	$ ———	$ ———
~~116~~	~~619-78049~~	~~6 Inch Fire Hydrant Valve~~	~~EACH~~	~~0~~	$ ———	$ ———
117	619-79100	Water System Testing	EACH	1	$ 6000.00	$ 6000.00
118	620-00020	Sanitary Facility	EACH	1	$ 2500.00	$ 2500.00
119	625-00000	Construction Surveying	L S	1	$ 35000.00	$ 35000.00
120	626-00000	Mobilization	L S	1	$ 165,000.00	$ 165,000.00
~~121~~	~~627-00009~~	~~Pavement Marking Paint~~	~~LF~~	~~0~~	$ ———	$ ———
~~122~~	~~627-30410~~	~~Preformed Thermoplastic Pavement Marking (Xwalk-Stop Line)~~	~~SF~~	~~0~~	$ ———	$ ———
123	630-00016	Traffic Control (Special) LS Phase 2	L S	1	$ 6500.00	$ 6500.00
~~124~~	~~630-00019~~	~~Traffic Control (Special) LS Phase 3~~	~~L S~~	~~0~~	$ ———	$ ———
125	700-70010	F/A Minor Contract Revisions	F A	1	$ 250,000.00	$ 250,000.00

TOTAL BID $ 250,000.00

The bidder understands that the bid quantities are estimated, and that final payment will be based on actual field measured quantities.

BID SCHEDULE - PHASE 3

e No.	CDOT Ref. No.	Description	Unit	Quantity	Unit Price	Bid Amount
1	201-00000	Clearing and Grubbing	L S	1	$ 5000.00	$ 5000.00
~~2~~	~~202-00010~~	~~Removal of Tree~~	~~EACH~~	~~0~~	$	$
3	202-00019	Removal of Inlet	EACH	4	$ 1750.00	$ 7000.00
4	202-00021	Removal of Manhole	EACH	1	$ 2000.00	$ 2000.00
5	202-00031	Removal of Fire Hydrant	EACH	2	$ 1200.00	$ 2400.00
6	202-00035	Removal of Pipe	LF	297	$ 22.00	$ 6534.00
7	202-00200	Removal of Sidewalk	SY	401	$ 17.00	$ 6817.00
8	202-00203	Removal of Curb and Gutter	LF	884	$ 9.00	$ 7956.00
9	202-00207	Removal of Brick Pavers	SY	19	$ 85.00	$ 1615.00
10	202-00210	Removal of Concrete Pavement	SY	116	$ 26.00	$ 3016.00
11	202-00220	Removal of Asphalt Mat	SY	4299	$ 7.50	$ 32,242.50
12	202-00240	Removal of Asphalt Mat (Planing)	SY	92	$ 30.00	$ 2760.00
13	202-01000	Removal of Fence	LF	100	$ 20.00	$ 2000.00
14	203-00060	Embankment Material (Complete In Place)	CY	499	$ 35.00	$ 17,465.00
15	203-01500	Blading	HOUR	20	$ 165.00	$ 3300.00
16	203-01565	Hydraulic Excavator	HOUR	20	$ 150.00	$ 3000.00
17	203-01582	Truck (Dump)	HOUR	20	$ 150.00	$ 3000.00
18	203-01594	Combination Loader	HOUR	20	$ 125.00	$ 2500.00
19	203-01597	Potholing	HOUR	48	$ 365.00	$ 17,520.00
20	203-02330	Laborer	HOUR	20	$ 55.00	$ 1100.00
~~21~~	~~206-00000~~	~~Structure Excavation~~	~~CY~~	~~0~~	$	$
~~22~~	~~206-00100~~	~~Structure Backfill (Class 1)~~	~~CY~~	~~0~~	$	$
~~23~~	~~206-00360~~	~~Mechanical Reinforcement of Soil~~	~~CY~~	~~0~~	$	$
~~24~~	~~206-00520~~	~~Filter Material (Class B)~~	~~CY~~	~~0~~	$	$
25	207-00702	Topsoil (Offsite)	CY	65	$ 85.00	$ 5525.00
26	208-00002	Erosion Log Type 1 (12 Inch)	LF	420	$ 8.00	$ 3360.00
27	208-00035	Aggregate Bag	LF	36	$ 100.00	$ 3600.00
28	208-00046	Pre-fabricated Concrete Washout Structure (Type 1)	EACH	1	$ 6000.00	$ 6000.00

BID SCHEDULE - PHASE 3

e No.	CDOT Ref. No.	Description	Unit	Quantity	Unit Price	Bid Amount
29	208-00054	Storm Drain Inlet Protection (Type II)	EACH	15	$ 100.00	$ 1500.00
30	208-00075	Pre-fabricated Vehicle Tracking Pad	EACH	2	$ 9000.00	$ 18,000.00
31	208-00106	Sweeping (Sediment Removal)	HOUR	20	$ 165.00	$ 3300.00
32	208-00107	Removal of Trash	HOUR	20	$ 260.00	$ 5200.00
33	208-00207	Erosion Control Management	DAY	62	$ 1250.00	$ 77,500.00
34	210-00810	Reset Ground Sign	EACH	5	$ 400.00	$ 2000.00
35	210-01200	Reset End Anchorage	EACH	1	$ 15,000.00	$ 15,000.00
36	210-04010	Adjust Manhole	EACH	7	$ 1200.00	$ 8400.00
37	212-00702	Biotic Soil Amendments (Hydraulically Applied)	LB	420	$ 2.00	$ 840.00
38	212-00704	Mycorrhizae	LB	7	$ 53.00	$ 371.00
39	212-00707	Seeding (Native) Hydraulic	ACRE	0.12	$ 3250.00	$ 390.00
40	213-00004	Mulching (Weed Free Straw)	ACRE	0.04	$ 7200.00	$ 288.00
41	213-00061	Mulch Tackifier	LB	8	$ 30.00	$ 240.00
42	216-00042	Soil Retention Blanket (Biodegradable Straw/Coconut)	SY	383	$ 5.50	$ 2106.50
~~43~~	~~240-00000~~	~~Wildlife Biologist~~	~~HOUR~~	~~0~~	$	$
~~44~~	~~240-00010~~	~~Removal of Nests~~	~~HOUR~~	~~0~~	$	$
45	304-06000	Aggregate Base Course (Class 6)	TON	1297	$ 85.00	$ 110,245.00
46	403-34721	Hot Mix Asphalt (Grading SX) (75) (PG 58-28)	TON	1321	$ 160.00	$ 211,360.00
~~47~~	~~408-01100~~	~~Joint Sealant~~	~~LF~~	~~0~~	$	$
48	411-10255	Emulsified Asphalt (Slow-Setting)	GAL	377	$ 9.00	$ 3393.00
49	412-00600	Concrete Pavement (6 Inch)	SY	238	$ 172.00	$ 40,936.00
~~50~~	~~420-00112~~	~~Geotextile (Drainage) (Class 1)~~	~~SY~~	~~0~~	$	$
~~51~~	~~502-00460~~	~~Pile Tip~~	~~EACH~~	~~0~~	$	$
~~52~~	~~502-00500~~	~~Complete Joint Penetration (CJP) Splice~~	~~EACH~~	~~0~~	$	$
~~53~~	~~502-01120~~	~~Restriking Pile~~	~~EACH~~	~~0~~	$	$
~~54~~	~~502-02010~~	~~Dynamic Pile Test~~	~~EACH~~	~~0~~	$	$
~~55~~	~~502-11274~~	~~Steel Piling (HP 12x74)~~	~~LF~~	~~0~~	$	$
~~56~~	~~506-00218~~	~~Riprap (18 Inch)~~	~~CY~~	~~0~~	$	$

BID SCHEDULE - PHASE 3

e No.	CDOT Ref. No.	Description	Unit	Quantity	Unit Price	Bid Amount
~~57~~	~~606-00231~~	~~Riprap (30 In)~~	~~EACH~~	~~0~~	$ ———	$ ———
~~58~~	~~515-00120~~	~~Waterproofing (Membrane)~~	~~SY~~	~~0~~	$ ———	$ ———
~~59~~	~~601-03040~~	~~Concrete Class D (Bridge)~~	~~CY~~	~~0~~	$ ———	$ ———
~~60~~	~~601-40300~~	~~Structural Concrete Coating~~	~~SY~~	~~0~~	$ ———	$ ———
~~61~~	~~602-00020~~	~~Reinforcing Steel (Epoxy Coated)~~	~~LB~~	~~0~~	$ ———	$ ———
62	603-50013	12 Inch Plastic Pipe	LF	147	$ 140.00	$ 20,580.00
63	603-50015	15 Inch Plastic Pipe	LF	56	$ 175.00	$ 9800.00
64	603-50018	18 Inch Plastic Pipe	LF	57	$ 183.00	$ 10,431.00
65	603-50024	24 Inch Plastic Pipe	LF	125	$ 200.00	$ 25,000.00
66	603-83008	8 Inch Sewer Pipe	LF	178	$ 190.00	$ 33,820.00
67	603-83010	8 Inch Fitting (End Cap)	EACH	2	$ 150.00	$ 300.00
68	603-90000	Sewer System Testing	EACH	1	$ 5500.00	$ 5500.00
69	604-25005	Vane Grate Inlet (5 Foot)	EACH	3	$ 14,000.00	$ 42,000.00
70	604-26005	Vane Grate Inlet (Double) (5 Foot)	EACH	3	$ 26,000.00	$ 78,000.00
71	604-26006	Vane Grate Inlet Special (Double) (5 Foot)	EACH	1	$ 29500.00	$ 29,500.00
72	604-30005	Manhole Slab Base (5 Foot)	EACH	1	$ 10,250.00	$ 10,250.00
73	604-30010	Manhole Slab Base (10 Foot)	EACH	4	$ 15,750.00	$ 63,000.00
~~74~~	~~606-01403~~	~~Transition Type BR9-GR9~~	~~EACH~~	~~0~~	$ ———	$ ———
~~75~~	~~606-10900~~	~~Bridge Rail Type 9~~	~~LF~~	~~0~~	$ ———	$ ———
~~76~~	~~607-11450~~	~~Fence Split Cedar~~	~~LF~~	~~0~~	$ ———	$ ———
77	607-11525	Fence (Plastic)	LF	200	$ 5.00	$ 1000.00
78	608-00000	Concrete Sidewalk	SY	782	$ 110.00	$ 86,020.00
79	608-00005	Concrete Sidewalk (Special)	SY	210	$ 246.00	$ 51,660.00
~~80~~	~~608-00006~~	~~Concrete Sidewalk (6 Inch)~~	~~SY~~	~~0~~	$ ———	$ ———
81	608-00010	Concrete Curb Ramp	SY	241	$ 200.00	$ 48,200.00
82	608-00015	Detectable Warnings	SF	168	$ 77.00	$ 12,936.00
83	609-20004	Curb and Gutter Type 2 (Section II-M) (Special)	LF	35	$ 62.00	$ 2170.00
84	609-21020	Curb and Gutter Type 2 (Section II-B)	LF	1261	$ 60.00	$ 75,660.00

BID SCHEDULE - PHASE 3

e No.	CDOT Ref. No.	Description	Unit	Quantity	Unit Price	Bid Amount
85	609-21021	Curb and Gutter Type 2 (Section II-M)	LF	23	$ 63.00	$ 1449.00
86	609-24004	Gutter Type 2 (4 Foot)	LF	142	$ 76.00	$ 10,792.00
~~87~~	~~613-00407~~	~~4 Inch Electrical Conduit (Bridge)(Special)~~	~~LF~~	~~0~~	$	$
~~88~~	~~613-00409~~	~~4 Inch Electrical Conduit (Bridge)(Install Only)~~	~~LF~~	~~0~~	$	$
89	614-00011	Sign Panel (Class I)	SF	67	$ 30.00	$ 2010.00
90	614-01503	Steel Sign Support (2-Inch Round)(Post and Socket)	EACH	5	$ 450.00	$ 2250.00
91	614-80003	Rectangular Rapid Flashing Beacon	EACH	2	$ 12,000.00	$ 24,000.00
~~92~~	~~618-00510~~	~~Prestressed Concrete I (Special)~~	~~LF~~	~~0~~	$	$
93	619-00002	Water Service (1" and Smaller)	EACH	11	$ 6000.00	$ 66,000.00
94	619-00007	***Connect to Existing Waterline	EACH	2	$ 8500.00	$ 17,000.00
95	619-00012	Water Service (4")	EACH	1	$ 8700.00	$ 8700.00
96	619-06090	8 Inch Fitting (Tee)	EACH	4	$ 1600.00	$ 6400.00
97	619-06091	8 Inch Fitting (Bend)	EACH	4	$ 1000.00	$ 4000.00
98	619-06092	8 Inch Fitting (End Cap)	EACH	1	$ 1100.00	$ 1100.00
99	619-06093	8 Inch Fitting (8x4 Reducer)	EACH	1	$ 750.00	$ 750.00
~~100~~	~~619-06120~~	~~12 Inch Ductile Iron Pipe~~	~~LF~~	~~0~~	$	$
~~101~~	~~619-06121~~	~~12 Inch Fitting (Tee)~~	~~EACH~~	~~0~~	$	$
~~102~~	~~619-06122~~	~~12 Inch Fitting (Bend)~~	~~EACH~~	~~0~~	$	$
~~103~~	~~619-06123~~	~~12 Inch Ductile Iron Insulation~~	~~LF~~	~~0~~	$	$
~~104~~	~~619-06126~~	~~Bridge Waterline Support~~	~~LS~~	~~0~~	$	$
~~105~~	~~619-06127~~	~~Air Valve Assembly~~	~~EACH~~	~~0~~	$	$
~~106~~	~~619-06128~~	~~12 Inch Fitting (Expansion)~~	~~EACH~~	~~0~~	$	$
~~107~~	~~619-06129~~	~~12 Inch Fitting (12x8 Reducer)~~	~~EACH~~	~~0~~	$	$
108	619-50320	4 Inch Plastic Pipe	LF	79	$ 150.00	$ 11,850.00
109	619-50480	6 Inch Plastic Pipe	LF	49	$ 125.00	$ 6125.00
110	619-50640	8 Inch Plastic Pipe	LF	572	$ 240.00	$ 137,280.00
~~111~~	~~619-50960~~	~~12 Inch Plastic Pipe~~	~~LF~~	~~0~~	$	$
112	619-75032	4 Inch Gate Valve	EACH	1	$ 2500.00	$ 2500.00

BID SCHEDULE - PHASE 3

e No.	CDOT Ref. No.	Description	Unit	Quantity	Unit Price	Bid Amount
113	619-75064	8 Inch Gate Valve	EACH	5	$ 3500.00	$ 17,500.00
~~114~~	~~619-75096~~	~~12 Inch Gate Valve~~	~~EACH~~	~~0~~	$ ———	$ ———
115	619-78048	6 Inch Fire Hydrant	EACH	2	$ 8500.00	$ 17,000.00
116	619-78049	6 Inch Fire Hydrant Valve	EACH	2	$ 2800.00	$ 5600.00
117	619-79100	Water System Testing	EACH	3	$ 5000.00	$ 15,000.00
118	620-00020	Sanitary Facility	EACH	1	$ 2500.00	$ 2500.00
119	625-00000	Construction Surveying	L S	1	$ 35,000.00	$ 35,000.00
120	626-00000	Mobilization	L S	1	$ 135,000.00	$ 135,000.00
121	627-00099	Pavement Marking Paint	LF	1407	$ 2.50	$ 3517.50
122	627-30410	Preformed Thermoplastic Pavement Marking (Xwalk-Stop Line)	SF	564	$ 38.00	$ 21,432.00
~~123~~	~~630-00016~~	~~Traffic Control (Special) LS Phase 2~~	~~L S~~	~~0~~	$ ———	$ ———
124	630-00019	Traffic Control (Special) LS Phase 3	L S	1	$ 15,000.00	$ 15,000.00
125	700-70010	F/A Minor Contract Revisions	F A	1	$ 250,000.00	$ 250,000.00
					TOTAL BID	**$ 250,000.00**

The bidder understands that the bid quantities are estimated, and that final payment will be based on actual field measured quantities.

Grand Total $4,764,958.00
Ph 2 & 3

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Johnson Construction, Inc.,

P.O. Box 1640, Rifle, CO 81650

as Principal, and Merchants Bonding Company (Mutual)

held and firmly bound unto City of Rifle, 202 Railroad Avenue, Rifle, CO 81650

in the penal sum of Five Percent (5%) of Maximum Bid Price

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 9th day of January, 2026. The condition of the above obligation is

such that whereas the Principal has submitted to the **CITY OF RIFLE, COLORADO**, a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Park Avenue Bridge and Extension

NOW, THEREFORE,

[a] If said Bid shall be rejected, or

[b] If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Johnson Construction, Inc.

_____ (L.S.)
Principal

Merchants Bonding Company (Mutual)

Surety

By: _____
K. Anne E. Vogel, Attorney-in-Fact

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as Amended) and be authorized to transact business in the state where the project is located.

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Andrew P Walters; Ashley K Anderson; Barbara J Arnold; Christina L Townsend; K'Anne E Vogel, Nikki M Mosbrucker; Robert Charles Torrez; Terri L Reese; Timothy J Blanchard

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June, 2025.

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of June 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of January, 2026.

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

POA 0018 (5/25)

To: Patrick Waller

From: Craig Spaulding

Date: January 12, 2026

Re: Park Avenue Extension Phase II and Phase III Bid Recommendation

---

Purpose
The purpose of the following memo is to recommend Johnson Construction, Inc. for the construction services associated with the Park Avenue Extension Phase II and Phase III.

Background
The Park Avenue bridge has been critical in City Master Plans dating back to 2003. The Park Avenue extension is a key to traffic and multimodal transit as well as the functionality of Rifle's downtown. The adopted master plans that call out the Park Avenue Bridge are listed below:

- Downtown Transit Oriented Development Strategic Plan, January 2014
- CITY OF RIFLE BIKE MASTER PLAN October 2013
- Rifle Comprehensive Plan 2019
- Rifle Downtown Master Plan
- Downtown Rifle West End: Urban Renewal Plan
- City of Rifle Transportation Master Plan

Further information from these documents is contained in Exhibits A-E.

In 2023 Evergreen Development put together the development of the Rifle Apartments. Because this was an affordable housing project the supporting infrastructure was eligible for the Department of Local Affairs Strong Communities Infrastructure Grant. The grant application included the waterline along Centennial Parkway as well as the Park Avenue to the north side of Rifle Creek.

The grant was awarded in 2024 for $4,000,000 and the property across the creek was acquired to provide the Right of Way for the project.

In 2024 the construction of the waterline and roadway necessary to access the Rifle Apartments was awarded. The design of the bridge and remaining roadway was being completed concurrently.

In 2024 Garfield County Federal Mineral Lease District Awarded the final phase of the project $500,000

In 2025 the improvements necessary for the Rifle Apartments were completed in time for the 60 unit affordable housing development to complete and occupy. The design of the bridge and remaining roadways was completed in 2025 and bid as summarized below

Bid Summary
Bids were solicited through a formal competitive bidding process. All bidders were deemed qualified and therefore the lowest bidder was the lowest qualified bidder.

Bid Results are shown below, and it is seen that Johnson Construction is the lowest qualified bidder.

Gould Construction	Johnson Construction
$4,796,953	$4,764,958

Cost and Funding

The Park Avenue Extension's importance has been documented in City plans since 2003 but what made the project a reality is grant funding from Department of Local Affairs Strong Communities Infrastructure ($4,000,000) and Garfield County Federal Mineral Lease District ($500,000).

Despite the $7,157,174.61 in expenditures for the project the net expenditures are $2,657,174.61 distributed as shown below.

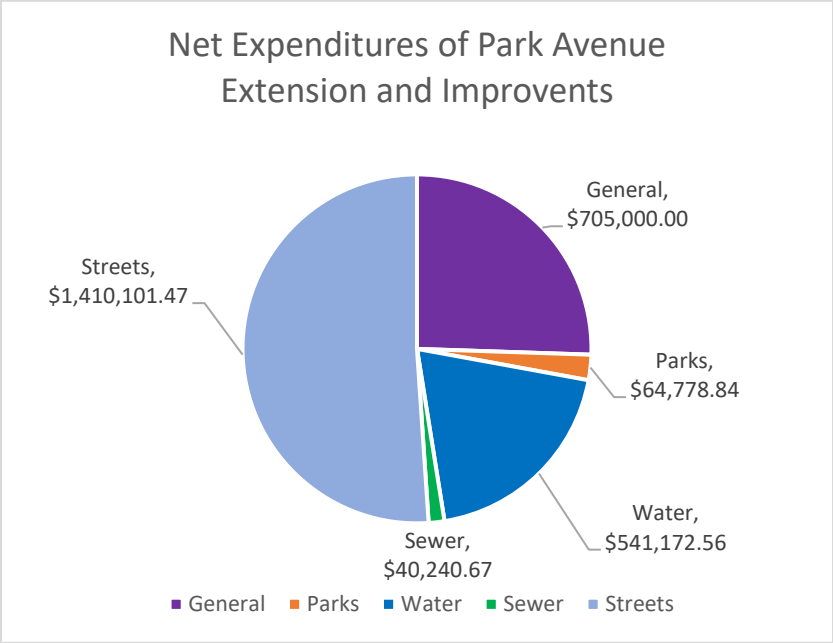


Figure 1. Park Avenue Net Expenditures by Fund

Project expenditures and revenues are tabulated below.

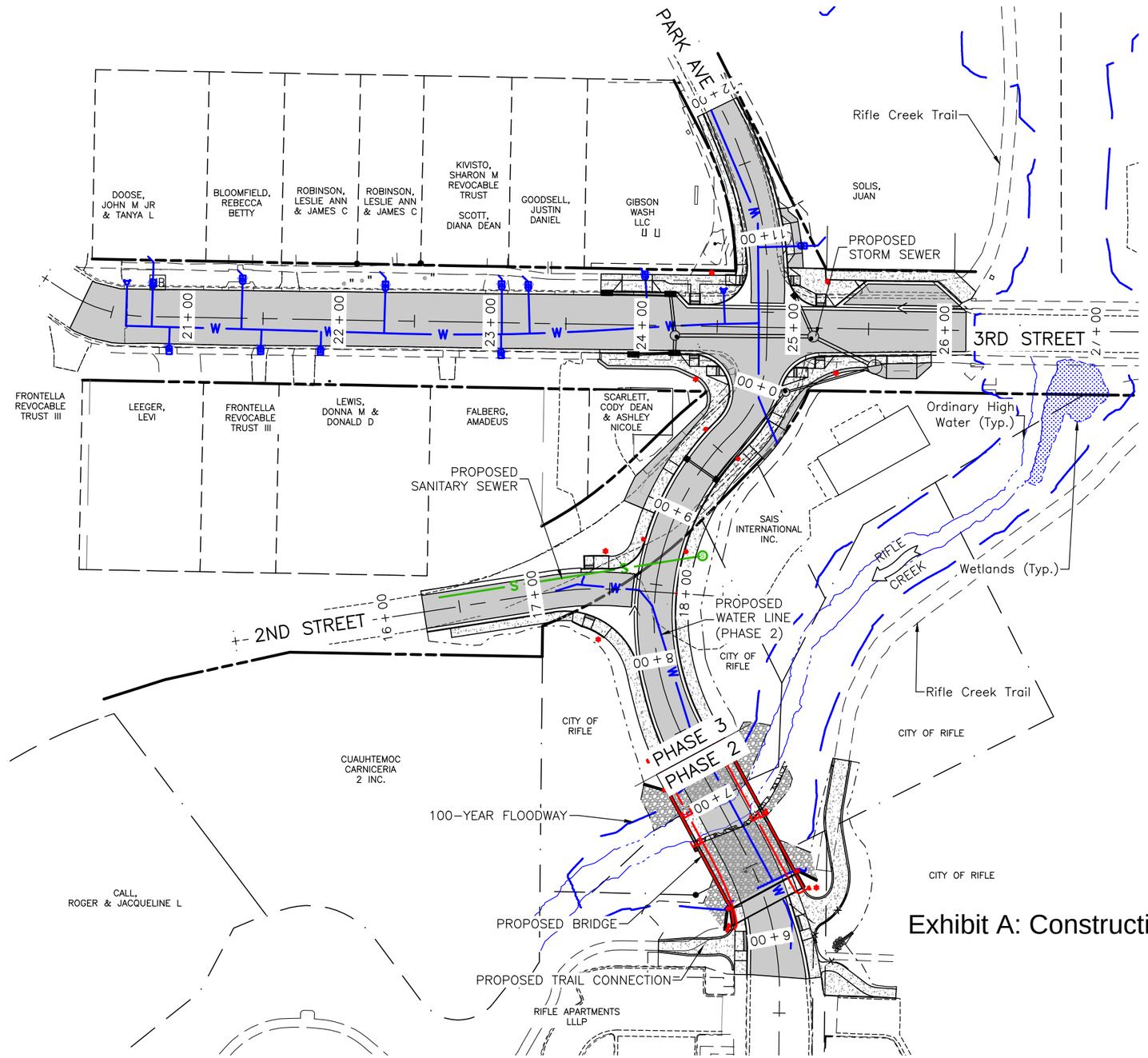
	Fund	Expenditure	Department of Local Affairs Strong Communities Grant Reimbursement	Garfield County Federal Mineral Lease District Grant Reimbursement	Net Expenditure
Land Acquisition	General	$ 175,000.00	$ -	$ -	$ 175,000.00
Fee Waivers	Water Rights	$ 27,000.00	$ 21,600.00	$ -	$ 5,400.00
	Water Impact	$ 187,914.46	$ 150,331.57	$ -	$ 37,582.89
	Waste Water Impact	$ 185,100.64	$ 148,080.51	$ -	$ 37,020.13
	Streets	$ 228,423.85	$ 182,739.08	$ -	$ 45,684.77
	Parks	$ 159,911.38	$ 127,929.10	$ -	$ 31,982.28
Design	Engineering	$ 530,000.00	$ -	$ -	$ 530,000.00
Phase I	Street	$ 271,251.77	$ 217,001.41	$ -	$ 54,250.35
	Water	$ 406,230.11	$ 324,984.08	$ -	$ 81,246.02
	Parks	$ 163,982.80	$ 131,186.24	$ -	$ 32,796.56
Phase II	Street	$ 2,445,716.00	$ 1,956,572.80		$ 489,143.20
	Water	$ 552,965.00	$ 442,372.00		$ 110,593.00
	Sewer	$ 201,203.33	$ 160,962.66		$ 40,240.67
Phase III	Street	$ 1,141,581.33	$ -	$ 370,558.19	$ 771,023.14
	Water	$ 398,772.33	$ -	$ 129,441.81	$ 269,330.52
	Sewer	$ -	$ -	$ -	$ -
Estimated Geotechnical	*Streets*	*$ 50,000.00*	*$ -*	*$ -*	*$ 50,000.00*
Estimated Xcel Energy Lighting and Services	*Streets*	*$ 207,121.61*	*$ 136,240.54*	*$ -*	*$ 70,881.07*
		$ 7,157,174.61	**$ 4,000,000.00**	**$ 500,000.00**	**$ 2,657,174.61**

Table 1. Park Avenue Expenditures and Revenue

The funds to complete this project are budgeted and the bids are within budget.

Recommendation

As discussed above the Park Avenue Extension is a key project to Rifle's Transportation and Economic Development. The bids received are from qualified contractors and are within the 2026 budget. It is recommended that the bid for the construction of the Park Avenue Extension Phase II and III are awarded to Johnson Construction in the amount of $4,764,958.00.



Graphic Scale

0 40 80 160

In Feet: 1" = 80'

Exhibit A: Construction Plans

I:\2024\2024-454-PARKAVENUEBRIDGE\001-STRUCTURAL\H-DWGS\CIVIL\PS-SHEETSET\PARKAVEBRIDGE-OVERALL.DWG Plotted: 12/8/2025 4:34 PM By: Michael Morrison

Computer File Information	
Print Date: 12/8/25	
Last Modification Date: 11/25/25	
Drawing File Name: ParkAveBridge-Overall	
Autocad Ver. 2024	Scale: As Shown
SGM Project No.: 2024-454.001	Quality Control: MDF

Sheet Revisions			
Rev.	Date	Comments	Init.
1			

SGM
118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601
970.945.1004 www.sgm-inc.com

As Constructed
No Revisions:
Revised:
Void:

PARK AVENUE BRIDGE AND EXTENSION
OVERALL SITE PLAN

Engineer:	MWM	Structure Numbers	PARK AVE BRIDGE
Drawn By:	MWM		--
Sheet Subset:	SITE	Subset Sheets:	1 of 1

Project No./Code	
--	
--	
Sheet Number	17

Exhibit B: Park Avenue References from the Downtown Transit Oriented Development Strategic Plan**,** January 2014

“Park Avenue Extension

The extension of Park Avenue from West 3rd Street to Centennial Parkway (Action Plan project 1) will provide a critically important improvement in the connectivity of the downtown street and multimodal network. However, this project has little constituency today because the future need is not obvious and the adjacent properties are not redeveloping. For that reason, the project is shown in the Action Plan with a “long term” implementation timeframe. However, at some point one of the properties in the area generally west of the Brenden Theater will come in for development approval and at that point the City will revisit the design and funding of this key link. The project is basically “shovel-ready” with conceptual design complete. However, right of way acquisition will involve several property owners”

Gateway Charrette

A one day charrette was held with the project team and Grant Project Steering Committee Members to refine conceptual designs for the Gateway roundabout, Centennial Parkway, Park Avenue and the Creekside South Opportunity Site based on new developments since the April, 2012 charrette. The major outcomes of the Gateway Charrette were to focus design work for Phase II of the project on streets that would support adjacent redevelopment (such as Centennial Parkway, Railroad Ave, Park Ave and 2nd Street) and to make improvements that would visually enhance the Gateway into downtown. Design recommendations included improving pedestrian and bicycle facilities and converting Centennial Parkway into a boulevard.

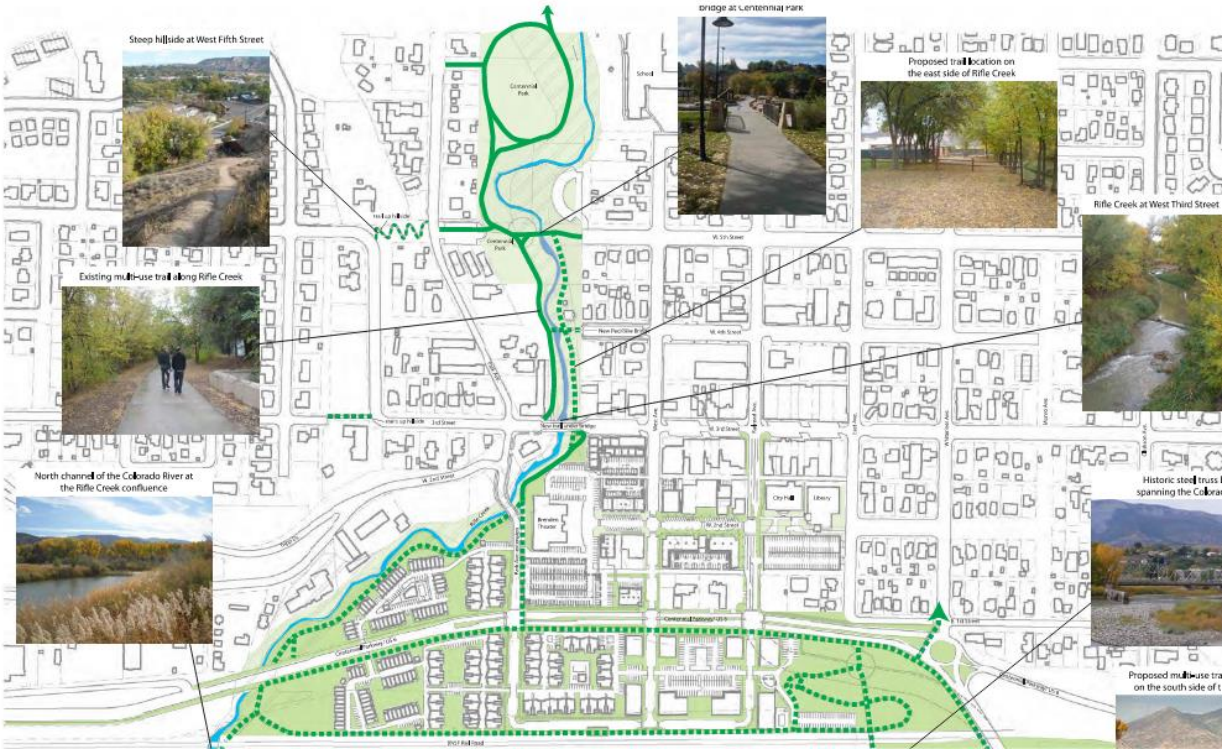
Exhibit C CITY OF RIFLE BIKE MASTER PLAN October 2013

Project Name	Brief Description
MULTIMODAL STREET IMPROVEMENT PROJECTS	
Park Ave Extension	Extend Park Ave south from Third Street to Centennial Pkwy
Rifle Gateway	New roundabout, highway realignment, and new recreational park in the Gateway area east of Railroad Ave
Centennial Parkway Street Improvements	Drainage and multimodal street improvements on Centennial Parkway from Railroad Ave to Rifle Creek

Introduction

DOWNTOWN RIFLE TRAILS AND OPEN SPACE DIAGRAM | DRAFT PLAN

DOWNTOWN RIFLE TOD STRATEGIC PLAN



PARK AVENUE - Designate Park as a north/south route by providing directional signage and sharrow pavement markings. Park Avenue is proposed to be extended across Rifle Creek to connect with Centennial Parkway as its southern terminus.

Exhibit D Rifle Comprehensive Plan 2019

RECOMMENDATIONS FOR TRANSPORATION 1. Alternate Routes to Railroad Avenue. One of Rifle's major challenges it that the topography funnels much traffic to one crossing of the Colorado River and I-70 at the Rifle Gateway/Exit 90. Only two major north-south routes exist through the City: Railroad Avenue and Whiteriver Avenue. The Hwy 13 bypass is another alternative route to Railroad Avenue, but is not convenient to most residential areas. Thus a key recommendation of the Transportation Master Plan is the construction of alternative routes to prevent congestion on Railroad Avenue and the Gateway. The Transportation Master Plan recommends several projects that provide street network connectivity and alternatives to Railroad Avenue (see map on Page 20): Gateway Roundabout and Master Plan (see page 22) Park Avenue connection to Centennial Park"

"E. Park Avenue Extension (#1) and Rifle Creek Trail Extension (#11) are important improvements in conjunction with development of the Martin Property. The Park Avenue Extension is an important traffic link that will relieves congestion on Railroad Avenue. Conceptual plans for the Park Avenue extension have been completed by Colorado River Engineering."

Exhibit E Rifle Downtown Master Plan

Urban Renewal Area Plan: Key Findings The proposed land uses section of the plan recommends using the Valley Lumber property to create a catalytic redevelopment project. Further, the plan calls for the entire land area bound by West Avenue, Highway 6/24, Rifle Creek and 3rd Street to be redeveloped as an extension of the downtown core of Rifle and for a southern extension of Park Avenue to Highway 6/24.



“The Second Street corridor between East Avenue and the future Park Avenue extension forms the City’s most visible and important opportunity for major redevelopment to expand and enhance the downtown.”

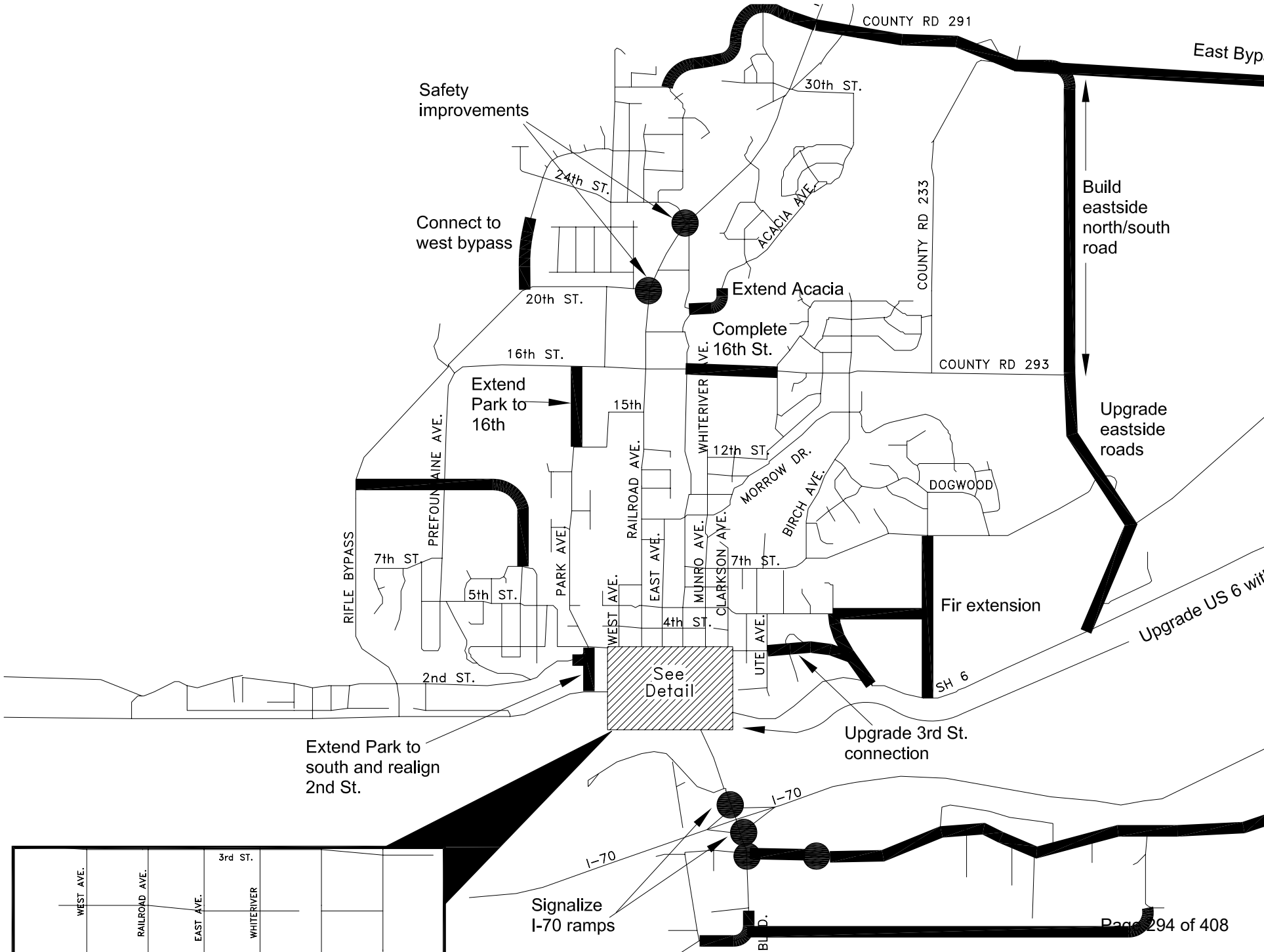
“White River Avenue and Park Avenue should function as local alternatives to Railroad Avenue that provide north/south connections through the City from Highway 6/24.”

Exhibit D Downtown Rifle West End: Urban Renewal Plan

> "In particular, Park Avenue that currently ends at 3rd Street to the north of Rifle Creek will bridge the creek and connect directly to 1st Street. This new connection will create a four-way, signalized intersection at Park and 1st , allowing for retail and mixed use commercial to locate in the area. In addition, the Valley Lumber site will become a high density, mixed use town center with an emphasis on entertainment, dining and retail options."

Exhibit E City of Rifle Transportation Master Plan

See next page


COUNTY RD 291
East Byp
Safety improvements
30th ST.
24th ST.
ACACIA AVE.
COUNTY RD 233
Build eastside north/south road
Connect to west bypass
20th ST.
Extend Acacia
Complete 16th St.
16th ST.
COUNTY RD 293
Extend Park to 16th
15th
WHITERIVER
12th ST.
MORROW DR.
BIRCH AVE.
DOGWOOD
Upgrade eastside roads
RIFLE BYPASS
PREFOUN AINE AVE.
RAILROAD AVE.
PARK AVE.
7th ST
5th ST.
WEST AVE.
EAST AVE.
MUNRO AVE.
CLARKSON AVE.
7th ST.
4th ST.
UTE AVE.
Fir extension
Upgrade US 6 wit
2nd ST.
See Detail
SH 6
Extend Park to south and realign 2nd St.
Upgrade 3rd St. connection
I-70
I-70
Signalize I-70 ramps
3rd ST.
WEST AVE.
RAILROAD AVE.
EAST AVE.
WHITERIVER

Procurement and Grant Reporting
City of Rifle
202 Railroad Avenue, Rifle, CO 8165
970-665-6412

MEMORANDUM

TO: Honorable Mayor and City Council Members

CC: Patrick Waller, City Manager and Craig Spaulding, City Engineer

FROM: Iris Trevisano, Procurement and Grant Reporting

DATE: January 21, 2026

SUBJECT: Recommending Johnson Construction, Inc for the construction of Park Avenue Bridge and Extension

---

Background

The project is divided into two phases.

a. Phase 2: Consists of constructing the prestressed concrete girder bridge, asphalt roadway and sidewalk connecting to existing Phase 1 of Park Ave (to the south), Park Ave waterline extension and concrete trail.

b. Phase 3: Consists of asphalt roadway, concrete sidewalk and utility (waterline, sanitary sewer, storm sewer) work on Park Ave (continuing from the end of Phase 2), 2nd Street and 3rd Street.

There is a total of $4,968,543.07 budgeted in 2026 for this project.

- Streets $3,738,639
- Water $786,226.67
- Sewer $446,676.67

The City was awarded two grants for this project.

- 2024 DOLA-Strong Communities for $4,000,000.00
- 2025 GCFMLD-Traditional for $500,000.00

Procurement

A Request for Proposals (RFP) was issued on December 12, 2025. A mandatory pre-bid meeting was held, with twenty vendors in attendance. The bid closed on January 9, 2026, and 2 proposals were received:

VENDOR	BID PRICE
GOULD CONSTRUCTION, INC	$4,796,953.00
JOHNSON CONSTRUCTION, INC.	$4,764,958.00

All bids were evaluated based on the criteria outlined in the Advertisement for Bid, including project scope, qualifications, references and Local Preference Code Sec. 4-3-210. Both received a discount for being in Rifle and Garfield County.

Staff Recommendation

After review and consultation with the City Engineer, staff determined that Johnson Construction, Inc. met all requirements and was the lowest responsive and responsible bidder. Additionally, Johnson Construction complies with PWM Section 2.25 (Subcontracting), which states: “The contractor shall not award work to subcontractor(s) in excess of fifty percent of the total contract price without prior written approval of the owner.”

Staff recommends awarding the construction contract Johnson Construction, Inc for the construction of Park Avenue Bridge and Extension amount of $4,764,958.00

Thank you,

Iris Trevisano

Procurement and Grant Reporting Manager

CITY OF RIFLE
PURCHASE REQUEST

1.	**Vendor Name** NEW: W-9 attached ☐
	Johnson Construction, Inc.

2.	**Vendor Address**
	124 W 2nd Street, Rifle, CO 81650

3.	**For the Purchase of (description)**
	Construction Services for Park Avenue Bridge and Extension Phase II and Phase III

4.	**Amount Requested**	**Amount Budgeted**	**Finance Director Verified Funds Avail.**
	$4,764,958.00	$4,968,543.07	

Streets Budget:$3,738,639/Water Budget:$783,226.67/Sewer Budget $446,676.67

5.	**Dept. Name**	**General Ledger Acct #**
	Streets/Water/Wastewater	(201-4313-400-751)$3,331,386.33/(310-4333-400-739)$951,737.33/(320-4325-400-735$201,203.33

6.	**Type of Purchase**
	✔ Capital Construction
	☐ Capital Construction – Change Order
	☐ Capital Equipment
	☐ Plant Equipment
	☐ Materials, supplies, non-profession/technical services (includes computer/software maint.)
	☐ Professional Services
	☐ Utilities (includes equipment installation and ongoing contracts)
	☐ Land, easements, ROW

7.	**Purchasing Process Required (Rifle Municipal Code sections for guidance)**		
	☐ Cooperative Purchasing:	Sec 4-3-90	
	☐ Open Market:	Sec. 4-3-40(c)	
	☐ Comparative Pricing:	Sec. 4-3-40(d)	
	☐ Request for Proposal:	Sec. 4-3-40(e)	(attach bid tab)
	✔ Competitive Sealed Bid:	Sec.4-3-40(f)	(attach bid tab & advertisement)
	☐ Sole Source:	Sec. 4-3-40(a)	(attach memo)

8.	**Authorization Required**
	☐ City Manager
	✔ City Council

9.	**Signatures**		
	Position	**Signature**	**Date**
	Department Director		
	City Manager		
	City Council Approval (meeting date)		
10.	**Purchase Order # assigned by Finance**		

FOR FULL CITY OF RIFLE PURCHASING PROVISIONS CLICK HERE

TABLE 1 - IS A PURCHASE ORDER NECESSARY

Amount of Purchase	*Is Purchase Order Needed*	*Method of Source Selection*
$0.01 - $10,000	No – Dept Head Approval	No special sourcing
$10,000.01 - $25,000	Yes – City Manager Approval	Yes – see table 2 below
$25,000.01 or Greater	Yes – Council Approval	Yes – see table 2 below

TABLE 2 - METHODS OF SOURCE SELECTION

Methods of source selection	*Contract limits*
Competitive sealed bidding	Greater than $50,000.00
**Competitive sealed proposals	Greater than $10,000.00 and less than $50,000.00**.

**Greater than $50,000 allowed for Construction Manager/General Contractor proposals, or similar type proposal.

Small purchases	Less than $10,000.00 - DEPARTMENT HEAD DISCRETION

TABLE 3 - LOCAL VENDOR PREFERENCE

Contract Amount	Primary Preference In City Limits	Secondary Preference In County Out of City
Less than $1,000	10% discount	5% discount
$1,001 to $5,000	8% discount	4% discount
$5,001 to $25,000	6% discount	3% discount
$25,001 to $100,000	5% discount	2% discount
$100,000 to $200,000	4% discount	2.5% discount
$200,001 to $500,000	3% discount	1.5% discount
$500,000 or greater	2% discount	1% discount

Agenda Item #8.f.

Agenda Item Name:
Consider Approving Agreement to Acquire Parcel 5 for the Development of a Park & Ride and Rifle Depot Subdivision

Presenter:
Craig Spaulding, Civil Engineer

Item Description:
Consider Authorizing the City Manager to Sign an agreement to acquire parcel 5 for the development of a Park and Ride and Rifle Depot Subdivision

Recommended Action:
Move to approve the agreement to acquire parcel 5 for the development of a Park and Ride and Rifle Depot Subdivision

Fiscal Impact:
The work agreed to in the MOU is in the 2025 budget and also has been awarded a RAISE Grant in the amount of $2,742,472.48.

Operational Impact:
The existing Park and Ride is maintained by the City. The new Park and Ride will be larger but in better shape making maintenance lower up front.

Prior Board Motions:
A development agreement has already been approved by council. This Agreement addresses only parcel 5 of that agreement which will allow for Right of Way Clearance from CDOT which is needed for construction.

Background Information:
2014 Devolution Agreement-City and CDOT execute an agreement devolving the Highway 6 Right of way from the Highway 13 bypass 1 mile to the east. This agreement also states that the title to the Right of Way upon which the existing Park-n-Ride is located could be transferred to the City with a separate agreement after a new Park-n-Ride is constructed to CDOT standards

2022 CDOT MOU is executed-This agreement was signed by City, State, and Developer and laid out all of the process for the land exchange. A kickoff meeting was held discussing next steps which was formalizing the MOU into an agreement

2023 While developing the Land Swap Agreement CDOT concludes that a three party agreement is not needed and the City should have an agreement with CDOT and a separate agreement with the developer

2024 during the development of the CDOT agreement CDOT concludes an MOU will suffice. At that time the

MOU is expired so a new MOU is began

2025 Second MOU approved by council and CDOT. During CDOT's signature process it was determined by CDOT that as discussed in 2022 an agreement was needed

2026 after City developed the exhibits for the agreement CDOT concludes no agreement or MOU will be needed. The only requirement is a document stating that City will acquire Parcel 5 to construct the Park-n-Ride

Executive Summary:
This document is not providing any additional commitments above what has been previously approved. This is necessary for construction the Park and Ride and has also been signed by developer. The acquisition is still a land swap as detailed in the development agreement.

Notification Requirements:
N/A

Prepared By:
Craig Spaulding, Civil Engineer

Attachments:
1. Rifle Depot Parcel 5
2. 2026-1-12 Stamped P&R

AGREEMENT TO ACQUIRE PARCEL 5
FOR THE DEVELOPMENT OF A PARK AND RIDE AND
RIFLE DEPOT SUBDIVISION

THIS AGREEMENT is made this 10th day of JANUARY, 2026, 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 RIFLE DEPOT, LLC, a Colorado limited liability company whose address is 3737 Ella Lee Lane, Houston, TX 77027-4018 (hereinafter "Developer");

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real property located in the City of Rifle, Colorado known as Rifle Depot and described on Exhibit A attached hereto and incorporated herein by this reference (hereinafter the "Rifle Depot Property"); and

WHEREAS, in January 2014, the City of Rifle adopted the Downtown Transit Oriented Development Strategic Plan to build on the vision of the City's 2008 Downtown Master Plan and provide a strategy for infill development and redevelopment of the downtown (the "2014 TOD Plan"); and

WHEREAS, by Resolution No. 5, Series of 2019, the City amended the 2014 TOD Plan by identifying a suitable site for a park and ride facility near the current park and ride facility downtown that meets the goals of the 2014 TOD Plan, which suitable new site included a portion of the Rifle Depot Property; and

WHEREAS, in coordination with Developer, the City developed a site plan for such replacement park and ride facility shown on Exhibit ~~B~~ A attached hereto and incorporated herein by this reference; and

WHEREAS, the City applied for and in 2022 received a Rebuilding American Infrastructure with Sustainability and Equity grant from the U.S. Department of Transportation to supplement City budgeted funds to construct such replacement park and ride facility; and

WHEREAS, the City and Developer desire to enter into this Agreement to indicate the City's intent to acquire a portion of the Rifle Depot Property to facilitate the construction of such replacement park and ride facility and related improvements.

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. Purpose. The City and Developer desire to work cooperatively to facilitate the construction of the replacement park and ride facility and the development of the Rifle Depot

Property. In pursuit of those goals, the City intends to acquire through certain property exchanges that portion of the Rifle Depot Property shown as Parcel 5 on Exhibit B and Developer acknowledges the City's intent. The City acknowledges and agrees that Developer is not obligated to (a) commit any resources to the project contemplated hereby and thereby other than its exchange of parcels to be later agreed upon; (b) address any identified environmental issues; (c) address any encumbrances created for the benefit of the railroad or (d) establish any physical barrier between the new park and ride and the railroad property.

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

4. 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. A counterpart transmitted by telecopy or in PDF or similar format shall have the same force and effect as an original.

5. No Partnership. Nothing contained in this Agreement shall be deemed or construed to effect a partnership or joint venture relationship between the City and Developer.

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

CITY OF RIFLE, COLORADO

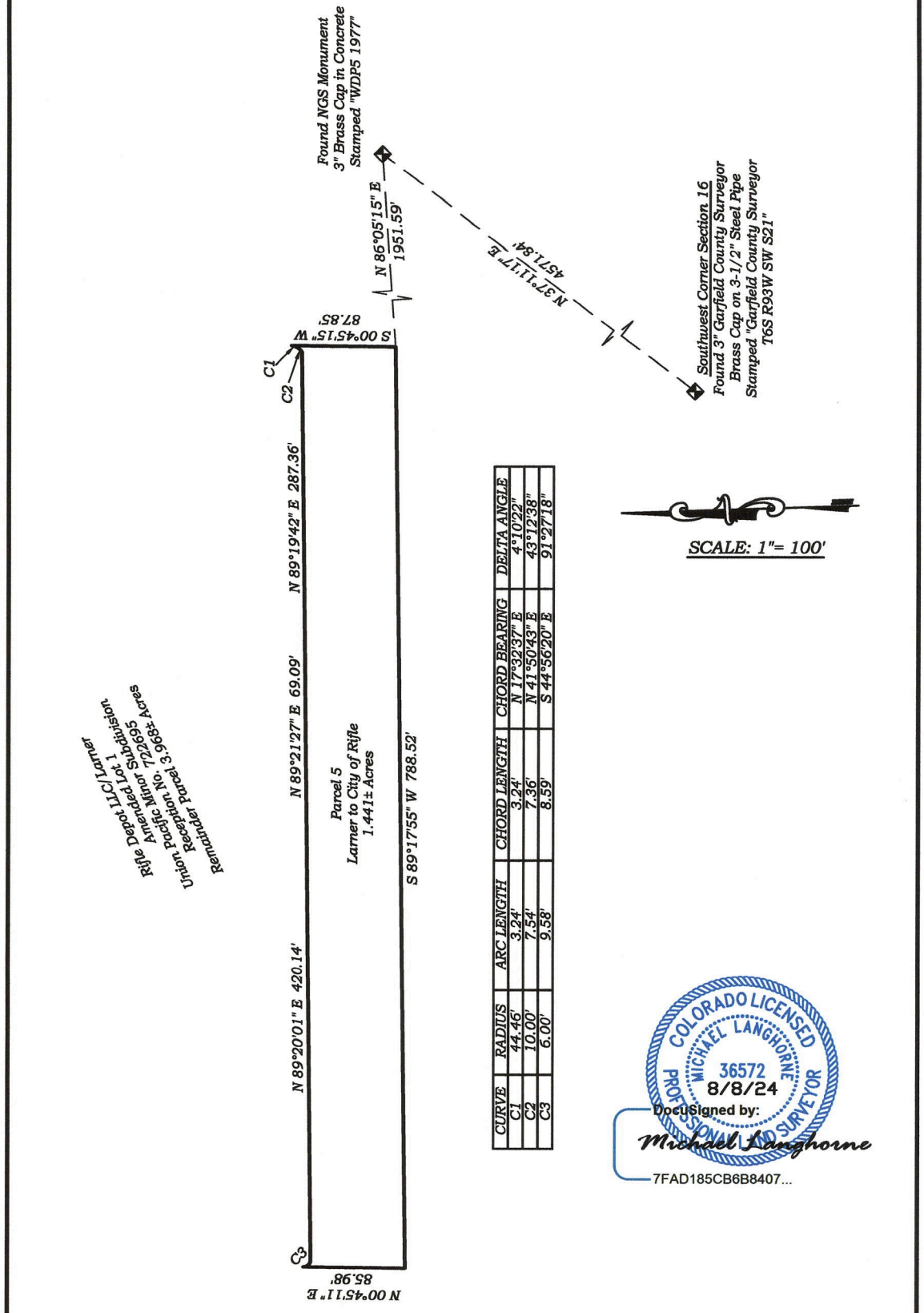
By:_____
Mayor

ATTEST:

_____
Clerk

Docusign Envelope ID: 2CAD69F3-168E-4D0B-909F-391650082877

EXHIBIT "A"



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	44.46'	3.24'	3.24'	N 17°39'37" E	4°10'22"
C2	10.00'	7.54'	7.36'	N 41°50'43" E	43°12'38"
C3	6.00'	9.58'	8.59'	S 44°56'20" E	91°27'18"

SCALE: 1"= 100'

COLORADO LICENSED
MICHAEL LANGHORNE
36572
8/8/24
PROFESSIONAL LAND SURVEYOR

DocuSigned by:
Michael Langhorne
7FAD185CB6B8407...

136 East Third Street
Rifle, Colorado 81650
Ph. (970) 625-1330
Fax (970) 625-2773

BOOKCLIFF
Survey Services, Inc.

SHEET 2 OF 2

DATE: AUGUST 8, 2024

JOB NO: 13001

EXHIBIT ~~A~~ B

RIFLE DEPOT PROPERTY

Amended Lot 1
Union Pacific Minor Subdivision
According to the plat thereof recorded May 7, 2007 as Reception No. 722695
County of Garfield

RIFLE DEPOT, LLC

By: _____
Glen Larner, Manager

STATE OF Texas)
) ss.
COUNTY OF Harris)

Acknowledged, subscribed, and sworn to before me this 8 day of January, 2026, by Glen Larner as Manager of Rifle Depot, LLC.

WITNESS my hand and official seal.

My Commission expires: Jan 14, 2026

_____
Notary Public

SABRINA MOORE
Notary ID #129676411
My Commission Expires
January 14, 2026

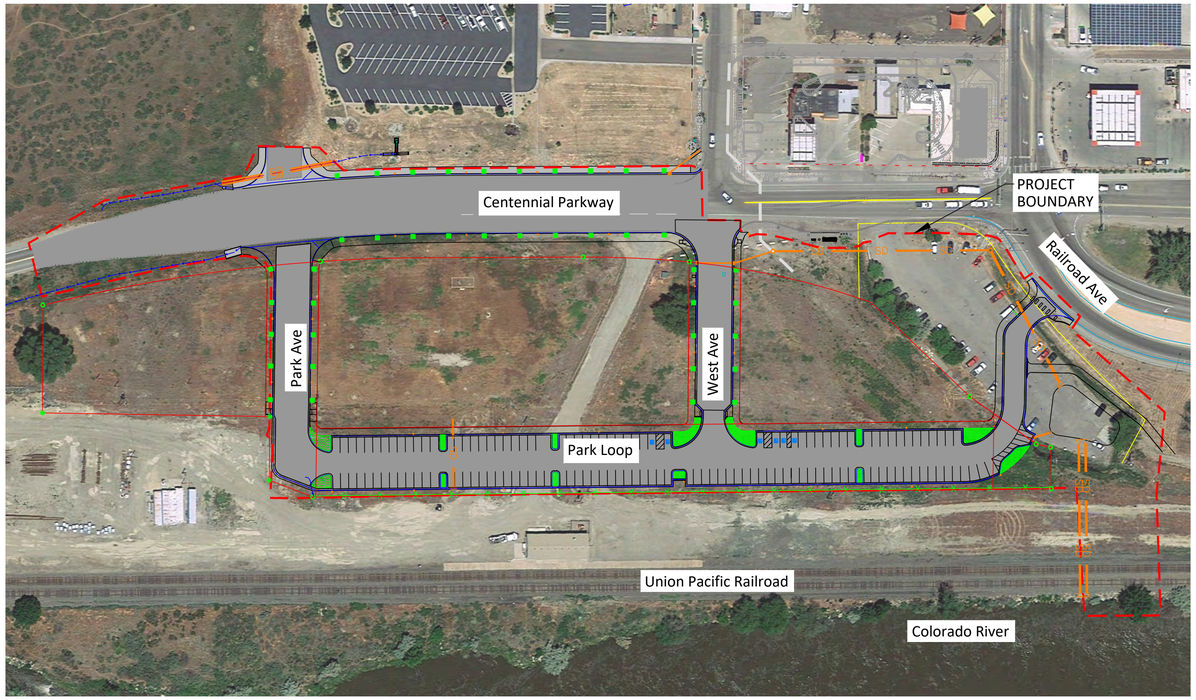
CDOT PARK & RIDE, LARNER DEVELOPMENT
CITY OF RIFLE
RIFLE, CO
CDOT PROJECT NUMBER: 25923

TABULATION OF LENGTH & DESIGN DATA

Road Name		Feet Roadway
Centennial Parkway (Highway 6 & 24)		
Begin Construction	Sta: 6+26.65	782
End Construction	Sta: 14+08.35	
Park Avenue		
Begin Construction	Sta: 0+18.58	401
End Construction	Sta: 4+19.17	
Park Loop		
Begin Construction	Sta: 0+02.46	1039
End Construction	Sta: 10+40.97	
West Avenue		
Begin Construction	Sta: 0+07.00	310
End Construction	Sta: 3+17.00	
TOTAL		2531
SUMMARY OF PROJECT LENGTH		FEET
ROADWAY (NET LENGTH)		2530.80
PROJECT GROSS LENGTH		2530.80

DESIGN DATA

Minimum Radius of Curve	50
Maximum Grade	7.25%
Minimum S.S.D. Horizontal	N/A
Minimum S.S.D. Vertical	N/A
Maximum Design Speed	30-MPH
Posted Speed	25-MPH
Clear Zone District (Tangent)	N/A



PLAN VIEW
2016 AERIAL PHOTO - GOOGLE EARTH

OWNER: CITY OF RIFLE
202 Railroad Ave
Rifle, CO 81650

PROJECT MANAGER: KLJ Engineering, Reimagined

ENGINEER: Colorado River Engineering, Incorporated

136 East 3rd Street
P.O. Box 1301
Rifle, Colorado 81650
Phone: 970-625-4933
Project Engineer: Eric Brynildson

SURVEYOR: Bookcliff Survey Services
136 East Third Street
Rifle, Colorado 81650
970-625-1330

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UNCC
CALL BEFORE
YOU DIG
1-800-922-1987
Utility Notification
Center of Colorado
Administrative Office 303-232-1991
12600 W. Colfax Ave., Suite B-310
Lakewood, Co 80215
BEFORE YOU DIG, GRADE, OR EXCAVATE, CALL 2-BUSINESS DAYS IN ADVANCE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

1/12/26

Computer File Information	
Creation Date: 11/2022	Initials: EB
Last Modification Date: 1/12/26	Initials: EB
Full Path: M:\Land Projects R2\1231-Park & Ride, Larner Development\dwg	
Drawing File Name: Park & Ride Development Design.dwg	
ACAD Ver. 2024	Scale: Based on 24" x 36" plots Units: English

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No.	By	Date	Approved	Date	Description
1	EB	1/25			Changes per CDOT review

Original Drawing Preparation	By	Date
Drawn	EB	11/2022
Checked	EB	1/2025
Approved		
Client Approved		

As Constructed	By	Date
No Revisions:		
Revised:		
Revised By:		
Void:		

Colorado River Engineering, Incorporated
PO Box 1301
Rifle, CO 81650
Tel 970-625-4933

Colorado Licensed Professional Engineer — Eric Brynildson — 1/12/26 — 45306

Project No. / Code: 25923	Sheet Title: Cover Sheet
Permit No.	Sheet No: 1
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Sheet Subset: Civil Engineer	File: M:\Land Projects R2\1231-Park & Ride, Larner Development\dwg\Park & Ride Development Design.dwg

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COLORADO
DEPARTMENT OF TRANSPORTATION

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JULY 31, 2019

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Last Modification Date: 1/12/26	Initials: EB
Full Path: M:\Land Projects R2\1231-Park & Ride, Larner Development\dwg	
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Client Approved		

As Constructed	By	Date
No Revisions:		
Revised:		
Revised By:		
Void:		

COLORADO RIVER ENGINEERING INCORPORATED
PO Box 1301
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Tel 970-625-4933

COLORADO LICENSED
JEFFERY WILLIAM BELSON
1/12/26
45306
PROFESSIONAL ENGINEER

Project No. / Code: 25923	
Permit No.	
Park & Ride, Larner Development	
Sheet Subset: Civil Engineer	
Sheet Title: CDOT Standard Plans List	
File: M:\Land Projects R2\1231-Park & Ride, Larner Development\dwg\Park & Ride Development Design.dwg	
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CONSTRUCTION NOTES:

1) THIS SITE IS INTENDED TO MEET ADA ACCESSIBILITY REQUIREMENTS. ALL PEDESTRIAN AREA CROSS SLOPES SHALL BE CONSTRUCTED AT MAXIMUM GRADE OF 2%, WITH EXCEPTION TO DESIGNATED AREAS MARKED. IF THE CONTRACTOR DISCOVERS DISCREPANCIES IN PEDESTRIAN ACCESS AREAS, NOTIFICATION SHALL BE GIVEN TO THE ENGINEER PRIOR TO CONSTRUCTION.

2) ALL PUBLIC IMPROVEMENTS TO BE IN ACCORDANCE WITH LATEST EDITION OF THE CITY OF RIFLE PUBLIC WORKS MANUAL AND SPECIFICATIONS OR AS APPROVED BY PROJECT ENGINEER AND CITY OF RIFLE PUBLIC WORKS DIRECTOR.

3) CONTRACTOR TO OBTAIN APPROVAL FROM PUBLIC WORKS DEPARTMENT FOR STREET CLOSURE AND TRAFFIC DETOUR PLAN OR SIGNAGE. CONTRACTOR TO OBTAIN CITY APPROVAL ON ANY WATER OR UTILITY SYSTEM SHUT DOWN PERIODS AND SHALL NOTIFY THOSE PROPERTY OWNERS AFFECTED A MINIMUM OF FORTY-EIGHT (48) HOURS PRIOR TO THE INTERRUPTION OF SERVICE.

4) ENGINEER OR CITY REP TO BE PRESENT FOR ALL WATER AND SEWER SYSTEM TESTING. CONTRACTOR TO NOTIFY BOTH CITY AND PROJECT ENGINEER PRIOR TO TESTING.

5) SURVEYOR TO FIELD MEASURE ALL IMPROVEMENTS FOR DEVELOPMENT OF "RECORD DRAWINGS" AND PROVIDED BY CONTRACTOR.

6) CONTRACTOR RESPONSIBLE FOR ALL LOCATES AND AVOIDANCE OF EXISTING UTILITIES.

7) ALL WATER LINES SHALL BE INSTALLED WITH TRACER WIRE. ALL MECHANICAL FITTINGS INCLUDING, BUT NOT LIMITED TO, ELBOWS, CAPS, REDUCERS, VALVES, HYDRANTS, ETC., TO BE INSTALLED WITH MEGALUGS, WRAPPED IN POLYETHYLENE, AND CONCRETE REACTION BLOCKS.

8) ALL WATER LINE TAPS TO HAVE MINIMUM DISTANCE BETWEEN TAPS AND PIPE JOINTS DETERMINED BY MANUFACTURERS SPECIFICATIONS.

9) ALL WATER SERVICES TO BE PURE-CORE HDPE & MINIMUM 2' SEPARATION BETWEEN TAP LOCATIONS OR WATER MAIN MANUFACTURERS SPECIFICATIONS.

10) ALL SEWER SERVICES TO BE PVC SDR 35, AND SERVICE TAPS PER DETAILS. ALL SEWER SERVICES & MAINS SHALL BE INSTALLED WITH TRACER WIRE.

11) PIPE DEFLECTIONS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND GUIDELINES.

12) ALL MATERIALS SPECIFICATIONS AND SHOP DRAWINGS SHALL BE SUBMITTED FOR APPROVAL PRIOR TO ORDERING MATERIALS.

13) ALL SEWER AND WATER PIPE TRENCH BEDDING MATERIAL SHALL BE EITHER: CDOT CLASS 6 ABC, SQUEEGEE (⅜" CRUSHER FINES) WRAPPED IN GEOTEXTILE FABRIC (MIRAFI 140-N), OR SELECT SCREENED ONSITE MATERIAL MEETING MAXIMUM ROCK SIZE PER PIPE MANUFACTURER'S SPECIFICATIONS AND APPROVED BY CITY AND PROJECT ENGINEER. TRENCH MATERIAL SHALL BE COMPACTED TO 95% DENSITY & WITHIN 2% OPT MOISTURE CONTENT. SQUEEGEE MATERIAL SHALL BE VIBRATED IN PLACE FOR CONSOLIDATION. PIPE HAUNCHES SHALL BE HAND TAMPED. TRENCH BEDDING MATERIALS AND GRADATION SHALL BE SUBMITTED FOR APPROVAL PRIOR TO CONSTRUCTION.

14) OWNER TO OBTAIN GEOTECHNICAL ENGINEERING FIRM TO COMPLETE CONSTRUCTION OBSERVATION. FREQUENCY OF INSPECTION TO BE DETERMINED BY PROJECT ENGINEER AND IN ACCORDANCE WITH THE RIFLE PUBLIC WORKS MANUAL, AT A MINIMUM. ALL FILLS TO BE STRUCTURAL, PLACED AND TESTED TO MEET GEOTECHNICAL ENGINEERS SPECIFICATIONS.

15) CUT AND FILL SLOPES NOT TO EXCEED GEOTECH REPORT RECOMMENDATIONS.

16) SIGNAGE TYPE, LOCATION, AND INSTALLATION SHALL MEET MUTCD STANDARDS AND BE APPROVED BY CITY TRAFFIC ENGINEER PRIOR TO INSTALLATION.

17) UTILITIES LOCATED WITHIN THE VICINITY OF PROPOSED IMPROVEMENTS SHALL BE LOCATED PRIOR TO CONSTRUCTION. CONTRACTOR SHALL CALL ALL APPROPRIATE UTILITY COMPANIES AND UNCC AT LEAST TWO DAYS PRIOR TO BEGINNING CONSTRUCTION FOR UTILITY LOCATES AND DEPTHS. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES DURING CONSTRUCTION AND IS RESPONSIBLE FOR ANY DAMAGE WHICH SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE. ALL ITEMS SHOWN ON THE PLANS AS EXISTING ARE SHOWN IN APPROXIMATE LOCATIONS ONLY. THE ACTUAL LOCATIONS MAY VARY FROM THE PLANS, ESPECIALLY IN THE CASE OF UNDERGROUND UTILITIES. WHENEVER CONTRACTOR DISCOVERS A DISCREPANCY IN LOCATIONS, HE SHALL CONTACT THE ENGINEER IMMEDIATELY.

18) ALL EXISTING UTILITY LINE LOCATIONS MUST BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

19) THE CONTRACTOR SHALL OBTAIN, AT THEIR EXPENSE, ALL PERMITS THAT ARE NECESSARY TO PERFORM THE PROPOSED WORK.

20) GENERAL NOTES- UTILITY

a. UTILITIES ARE NOT SHOWN ON THE PLANS or UTILITIES SHOWN ON THE PLANS ARE ASCE 38-22 QUALITY LEVEL (A,B,C,D).
b. THE CONTRACTOR'S ATTENTION IS DIRECTED TO SUBSECTION 105.11 OF THE STANDARD SPECIFICATIONS AND THE UTILITY PROJECT SPECIAL PROVISIONS CONCERNING UTILITIES. THE CONTRACTOR SHALL COORDINATE AND COOPERATE WITH UTILITY OWNERS IN THEIR REMOVAL, ADJUSTMENT AND/OR RELOCATION OPERATIONS SO THAT THE UTILITY WORK CAN BE ACCOMPLISHED WITHOUT IMPACTING THE CONSTRUCTION SCHEDULE.
c. THE CONTRACTOR SHALL COMPLY WITH ARTICLE 1.5 OF TITLE 9, CRS, (EXCAVATION REQUIREMENTS) WHEN EXCAVATING OR GRADING IS PLANNED IN THE AREA OF UNDERGROUND UTILITY FACILITIES. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO (UNCC) AT 811 OR 1-800-922-1987. THE CONTRACTOR SHALL NOTIFY ALL AFFECTED UTILITIES NO FEWER THAN TWO (2) BUSINESS DAYS PRIOR TO COMMENCING EXCAVATION OR GRADING. THE TWO (2) BUSINESS DAYS ARE IN ADDITION TO THE DAY NOTIFICATION WAS MADE TO UNCC.
d. CDOT LOCATES ARE REQUESTED THROUGH THE UNCC. UTILITY SERVICE LATERALS SHALL ALSO BE LOCATED PRIOR TO EXCAVATION OR GRADING.
e. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES AT PIPES, CULVERTS, CONCRETE BOX CULVERTS AND OTHER AREAS OF EXCAVATION AS NECESSARY TO ENSURE THE UTILITIES WILL NOT BE IMPACTED. IT IS ESTIMATED THAT FORTY (40) HOURS OF POTHOLING WILL BE REQUIRED ON THIS PROJECT AS DIRECTED BY THE PROJECT ENGINEER.
f. THERE ARE POSSIBLE UTILITY CONFLICTS WITHIN THE PROJECT LIMITS. THE CONTRACTOR SHALL REQUEST UTILITY LOCATES PRIOR TO COMMENCING ANY TYPE OF EXCAVATION. BASED UPON THESE LOCATES CONSTRUCTION IMPROVEMENTS MAY NEED TO BE ADJUSTED AS DIRECTED BY THE PROJECT ENGINEER TO AVOID A UTILITY. HAND DIGGING MAY BE REQUIRED.
g. A UTILITY PERMIT IS REQUIRED FOR ALL UTILITY WORK WITHIN CDOT RIGHT-OF-WAY.

21) THE CONTRACTOR SHALL VERIFY THAT ALL UNDERGROUND ELECTRIC LINES WITHIN THE VICINITY OF THE PROJECT LIMITS HAVE 48 INCHES OF COVER ABOVE THE LINES.

22) THE CONTRACTOR SHALL VERIFY THAT ALL PHONE LINES WITHIN THE VICINITY OF THE PROJECT LIMITS HAVE 36 INCHES OF COVER ABOVE THE LINES.

23) ALL PAVEMENT MARKINGS SHALL BE EPOXY WITH BEADS PER CDOT SPECIFICATIONS.

UTILITY CONTACT INFORMATION

UTILITY OWNER	CONTACT	PHONE/EMAIL
Cedar Networks (TING)	No Response	Not Available
Century Link/LUMEN	Jason Sharpe	970-328-8290
City of Rifle	Craig Spaulding	970-309-1267
Comcast	No Response	Not Available
MCI-Verizon	Eltigani Abdelmoneim	eltigani.abdelmoneim@verizon.com
Strata Networks	No Response	Not Available
Xcel Energy	Keith Owens	970-244-2630

GENERAL NOTES

(1) THE EXISTING CONDITIONS SHOWN HEREIN ARE BASED ON THE LATEST SURVEY OF THE AREA. EXISTING ELEVATIONS AND LOCATIONS SHOWN HEREIN SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO BEGINNING CONSTRUCTION.

(2) ANY CHANGES TO THE APPROVED CONSTRUCTION DOCUMENTS OR FIELD MODIFICATIONS MUST BE ACKNOWLEDGED BY THE ENGINEER OF RECORD IN WRITING.

(3) ASPHALT & CONCRETE MIX DESIGNS SHALL BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.

(4) THE CONTRACTOR SHALL PROVIDE ALL NECESSARY SAFETY EQUIPMENT AND PROVIDE ACCESS FOR THE ENGINEER AND OWNER TO INSPECT THE WORK. INSPECTION ACCESS IS REQUIRED THROUGHOUT THE DURATION OF THE PROJECT.

(5) CONTRACTOR SHALL PROTECT ASPHALT EDGES DURING CONSTRUCTION. IF ASPHALT EDGES ARE DAMAGED DURING CONSTRUCTION, NEW SAW CUTTING WILL BE REQUIRED PRIOR TO ASPHALT PLACEMENT.

(6) THE CONTRACTOR SHALL CONTACT ALL APPROPRIATE UTILITY COMPANIES AND UNCC TWO DAYS PRIOR TO ANY WORK STARTS FOR UTILITY LOCATES. CONTRACTOR SHALL COMPLY WITH SECTION 105 OF THE COLORADO DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS BOOK, WHICH SHALL INCLUDE RESPONSIBILITY FOR LOCATING ANY EXISTING UTILITIES (INCLUDING DEPTHS) WHICH MAY CONFLICT WITH THE PROPOSED CONSTRUCTION. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES DURING CONSTRUCTION AND IS RESPONSIBLE FOR ANY DAMAGE AND SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE.

(7) A COLORADO REGISTERED PROFESSIONAL ENGINEER EMPLOYED BY THE OWNER SHALL CERTIFY MATERIALS TESTING.

(8) PROOF ROLLING BY OBSERVATION OF THE ENGINEER IS REQUIRED AS AN INDICATOR OF PROPER PREPARATION OF SUBGRADE PRIOR TO CONCRETE OR ASPHALT PLACEMENT. PROOF ROLLING SHALL NOT SUBSTITUTE FOR STANDARD MATERIAL TESTING.

(9) ALL DISCHARGES ARE SUBJECT TO THE PROVISIONS OF THE COLORADO WATER QUALITY ACT AND THE COLORADO DISCHARGE PERMIT REQUIREMENTS. PROHIBITED DISCHARGES INCLUDE SUBSTANCES SUCH AS: WASH WATER, PAINT, AUTOMOTIVE FLUIDS, SOLVENTS, OILS OR SOAPS.

UNLESS OTHERWISE IDENTIFIED BY CDOT OR THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENTAL (CDPHE) WATER QUALITY CONTROL DIVISION (WQCD) AS SIGNIFICANT SOURCES OF POLLUTANTS TO THE WATER OF THE STATE, THE FOLLOWING DISCHARGES TO STORM WATER SYSTEMS ARE ALLOWED WITHOUT A COLORADO DISCHARGE PERMIT SYSTEM PERMIT: LANDSCAPE IRRIGATION, DIVERTED STREAM FLOWS, UNCONTAMINATED GROUND WATER INFILTRATION TO SEPARATE STORM SEWERS, DISCHARGES FROM POTABLE WATER SOURCES, FOUNDATION DRAINS, AIR CONDITION CONDENSATION, IRRIGATION WATER, SPRINGS, FOOTING DRAINS, WATER LINE FLUSHING, FLOWS FROM RIPARIAN HABITATS AND WETLANDS, AND FLOW FROM FIRE FIGHTING ACTIVITIES. ANY OTHER DISCHARGES, INCLUDING STORM WATER DISCHARGES FROM INDUSTRIAL FACILITY OR CONSTRUCTION SITES, MAY REQUIRE COLORADO DISCHARGE PERMIT SYSTEM PERMITS FORM CDPHE BEFORE WORK BEGINS. FOR ADDITIONAL INFORMATION AND FORMS, GO TO THE CDPHE WEB SITE AT: https://www.colorado.gov/pacific/cdphe/news/water-quality-permits

(10) ALL ORGANIC MATTER SHALL BE REMOVED FROM FILL AREAS.

(11) ALL SLOPES STEEPER THAN 3:1 SHALL BE TREATED WITH SEED AND MULCH AND UV RESISTANT EROSION CONTROL BLANKET OF NORTH AMERICAN GREEN SC150 OR APPROVED EQUAL.

(12) EROSION CONTROL BALES, STRAW WATTLE OR SILT FENCE SHALL BE PLACED AT THE TOE AND DRAINAGE OUTFALL POINTS. REFER TO THE EROSION CONTROL PLAN FOR DETAIL AND LOCATION OF EROSION CONTROL MEASURES.

(13) NATURAL VEGETATION SHALL BE RETAINED AND PROTECTED WHEREVER POSSIBLE. EXPOSURE OF SOIL TO EROSION BY REMOVAL OR DISTURBANCE OF VEGETATION SHALL BE LIMITED TO THE AREA REQUIRED FOR IMMEDIATE CONSTRUCTION OPERATIONS AND FOR THE SHORTEST PRACTICAL PERIOD OF TIME.

(14) AT ALL TIMES, THE PROPERTY SHALL BE MAINTAINED AND/OR WATERED TO PREVENT WIND-CAUSED EROSION. EARTHWORK OPERATIONS SHALL BE DISCONTINUED WHEN FUGITIVE DUST SIGNIFICANTLY IMPACTS ADJACENT PROPERTY. IF EARTHWORK IS COMPLETE OR DISCONTINUED AND DUST FROM THE SITE CONTINUES TO CREATE PROBLEMS, THE CONTRACTOR SHALL IMMEDIATELY INSTITUTE MITIGATIVE MEASURES AND SHALL CORRECT DAMAGE TO ADJACENT PROPERTIES.

(15) THE CONTRACTOR SHALL PROVIDE ANY ADDITIONAL DUST ABATEMENT AND EROSION CONTROL MEASURES DEEMED NECESSARY BY THE ENGINEER, SHOULD CONDITIONS MERIT THEM.

(16) ALL TEMPORARY AND PERMANENT EROSION CONTROL AND SEDIMENT CONTROL PRACTICES SHALL BE MAINTAINED AND REPAIRED BY THE CONTRACTOR DURING THE CONSTRUCTION PHASE AS NEEDED TO ASSURE CONTINUED PERFORMANCE OF THEIR INTENDED FUNCTION. ALL FACILITIES MUST BE INSPECTED A MINIMUM OF EVERY TWO WEEKS AND FOLLOWING EACH PRECIPITATION OR SNOWMELT EVENT THAT RESULTS IN RUNOFF.

(17) ALL TEMPORARY EROSION CONTROL AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED AFTER A MINIMUM OF 70% VEGETATIVE COVER IS ESTABLISHED.

Environmental Notes:

1. A subsurface investigation should be conducted in the project area to determine if residual contamination remains in the project area from historical railyard activities or adjoining LUST sites north of the project area;
2. Prior to removal, the contractor shall test all painted metal structures in the project area for LBP, and, if present, removal, disposal, or recycling of the painted components shall be done in compliance with Colorado Department of Transportation (CDOT) Specification 250 – Environmental Health & Safety Management (including but not limited to Section 250.04) and all applicable Occupational Safety and Health Administration, local, state, and federal regulations.
3. Due to the long and complicated history of the west portion of the project area as a railyard with several specific environmental concerns on the site, a materials management plan should be prepared to assist with determining how hazardous materials are handled during construction activities in the project area; and Based on the information provided above, ERO recommends incorporating CDOT Specification 250 into the project plans.

4. Do not allow any sediment or debris into any live water course.
5. Keep all staging, parking, and stockpiling to previously disturbed areas.
6. No work in the CO River shall occur without consultation with USFWS.

7. The CDPHE General Permit for Stormwater Discharges shall be obtained by the City of Rifle then transferred to the Contractor prior to commencing construction following CDOT Specifications.

8. Per the USFWS IPAC general project guidelines dated 1/7/2025, any wetland and grassland vegetation clearing shall be completed prior to May 1 or after September 30, unless surveys for suitable habitat, are completed to protect Monarch Butterflies. Seed or replant with native nectar sources to restore habitat.

CONCRETE & ASPHALT NOTES:

1) ALL CONCRETE SHALL MEET THE MINIMUM SPECIFICATIONS OF CDOT TYPE D, 4500-PSI CONCRETE.

2) CONCRETE MIX DESIGN SHALL BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.

3) ALL CONCRETE CONSTRUCTION SHALL BE IN COMPLIANCE WITH CURRENT ACI SPECIFICATIONS INCLUDING BUT NOT LIMITED TO: CONTRACTION/EXPANSION JOINT LAYOUT AND SPACING, COLD WEATHER CONSTRUCTION, PLACEMENT METHODS, FORMING, FINISHING, ETC. MEDIUM BROOM FINISH IS REQUIRED.

4) ALL CONCRETE AGGREGATE AND REINFORCING STEEL SHALL MEET CURRENT ASTM STANDARDS.

5) THIRD PARTY INSPECTION AND TESTING SHALL BE PERFORMED PER CDOT SPECIFICATIONS. TEMPERATURE, SLUMP, AIR CONTENT, STRENGTH CYLINDER SAMPLES, AND VISUAL APPROVAL SHALL BE PERFORMED. FREQUENCY OF TESTING SHALL BE DETERMINED BY OWNER AND PROJECT ENGINEER.

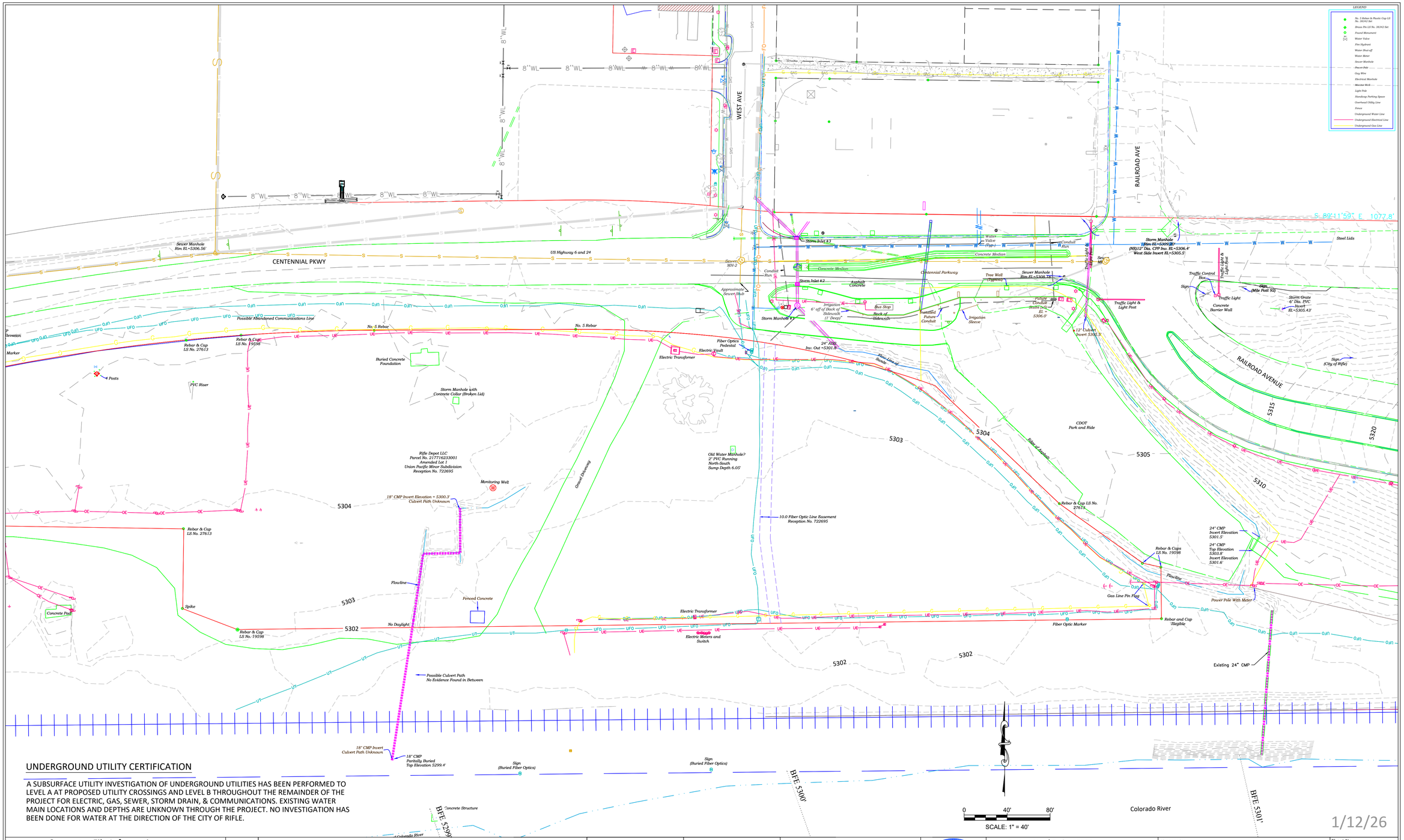
6) ASPHALT SHALL BE GRADATION SX-75, PG 58-28 BINDER OR APPROVED EQUAL. MIX DESIGN SHALL BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.

PMB OR MSE RETAINING WALL NOTES:

DESIGN METHOD: AASHTO LRFD 2020
DESIGN SOIL PARAMETERS:
FOUNDATION SOIL (PARAMETERS TO BE DETERMINED BY ONSITE GEOTECHNICAL ENGINEER DURING CONSTRUCTION):
UNIT WEIGHT = ____ PCF
FRICTION ANGLE = ____DEGREES
REINFORCED BACKFILL (MSE) CDOT CLASS 1 STRUCTURE BACKFILL
UNIT WEIGHT = 135 PCF
FRICTION ANGLE = 34-DEGREES
RETAINED BACKFILL (PMB & MSE) CDOT CLASS 1 STRUCTURE BACKFILL
UNIT WEIGHT = 135 PCF
FRICTION ANGLE = 34-DEGREES

1/12/26

| Computer File Information | | |



UNDERGROUND UTILITY CERTIFICATION

A SUBSURFACE UTILITY INVESTIGATION OF UNDERGROUND UTILITIES HAS BEEN PERFORMED TO LEVEL A AT PROPOSED UTILITY CROSSINGS AND LEVEL B THROUGHOUT THE REMAINDER OF THE PROJECT FOR ELECTRIC, GAS, SEWER, STORM DRAIN, & COMMUNICATIONS. EXISTING WATER MAIN LOCATIONS AND DEPTHS ARE UNKNOWN THROUGH THE PROJECT. NO INVESTIGATION HAS BEEN DONE FOR WATER AT THE DIRECTION OF THE CITY OF RIFLE.

1/12/26

| Computer File Information | | |

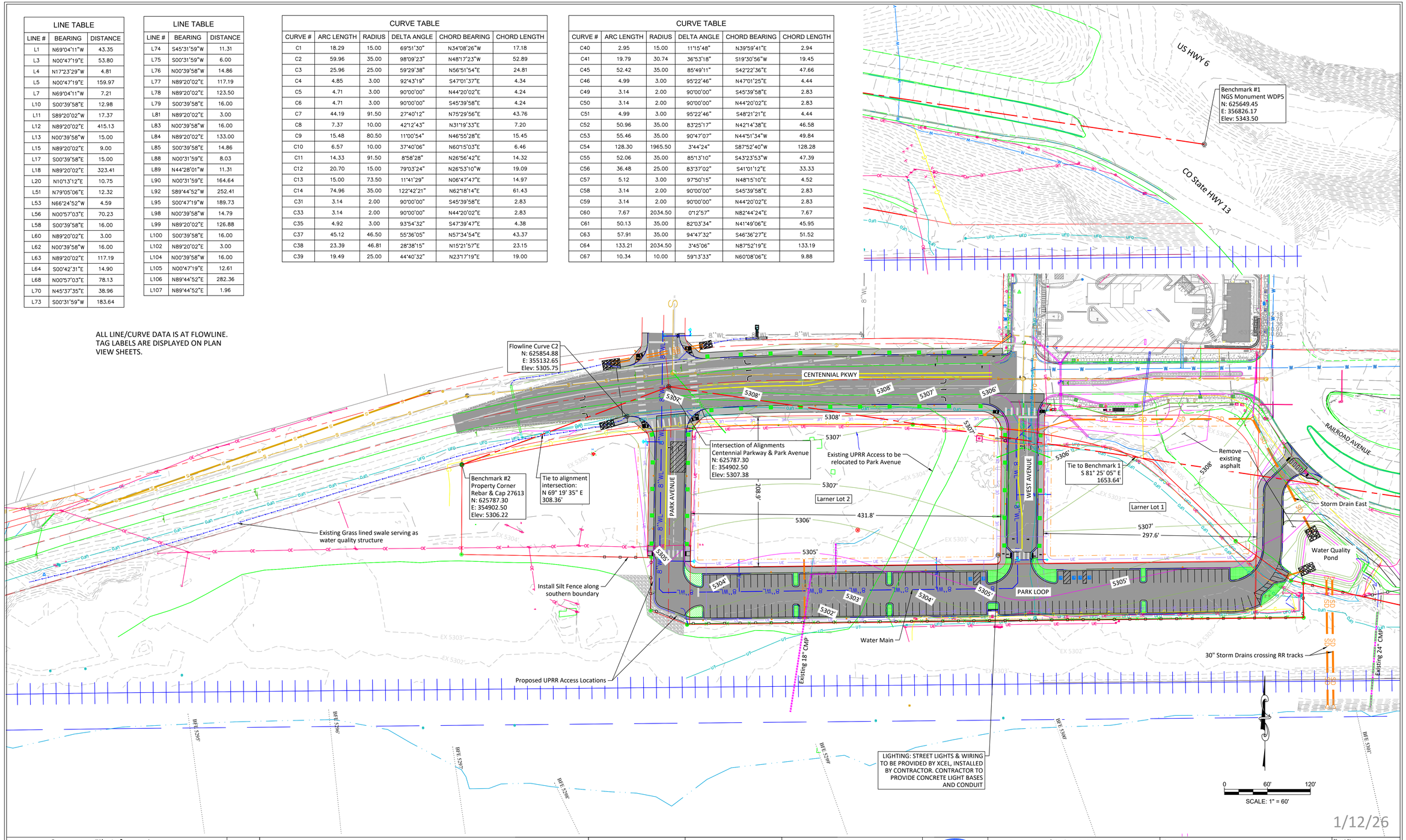
LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N69°04'11"W	43.35
L3	N00°47'19"E	53.80
L4	N17°23'29"W	4.81
L5	N00°47'19"E	159.97
L7	N69°04'11"W	7.21
L10	S00°39'58"E	12.98
L11	S89°20'02"W	17.37
L12	N89°20'02"E	415.13
L13	N00°39'58"W	15.00
L15	N89°20'02"E	9.00
L17	S00°39'58"E	15.00
L18	N89°20'02"E	323.41
L20	N10°13'12"E	10.75
L51	N79°05'06"E	12.32
L53	N66°24'52"W	4.59
L56	N00°57'03"E	70.23
L58	S00°39'58"E	16.00
L60	N89°20'02"E	3.00
L62	N00°39'58"W	16.00
L63	N89°20'02"E	117.19
L64	S00°42'31"E	14.90
L68	N00°57'03"E	78.13
L70	N45°37'35"E	38.96
L73	S00°31'59"W	183.64

LINE TABLE		
LINE #	BEARING	DISTANCE
L74	S45°31'59"W	11.31
L75	S00°31'59"W	6.00
L76	N00°39'58"W	14.86
L77	N89°20'02"E	117.19
L78	N89°20'02"E	123.50
L79	S00°39'58"E	16.00
L81	N89°20'02"E	3.00
L83	N00°39'58"W	16.00
L84	N89°20'02"E	133.00
L85	S00°39'58"E	14.86
L88	N00°31'59"E	8.03
L89	N44°28'01"W	11.31
L90	N00°31'59"E	164.64
L92	S89°44'52"W	252.41
L95	S00°47'19"W	189.73
L98	N00°39'58"W	14.79
L99	N89°20'02"E	126.88
L100	S00°39'58"E	16.00
L102	N89°20'02"E	3.00
L104	N00°39'58"W	16.00
L105	N00°47'19"E	12.61
L106	N89°44'52"E	282.36
L107	N89°44'52"E	1.96

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	18.29	15.00	69°51'30"	N34°08'26"W	17.18
C2	59.96	35.00	98°09'23"	N48°17'23"W	52.89
C3	25.96	25.00	59°29'38"	N56°51'54"E	24.81
C4	4.85	3.00	92°43'19"	S47°01'37"E	4.34
C5	4.71	3.00	90°00'00"	N44°20'02"E	4.24
C6	4.71	3.00	90°00'00"	S45°39'58"E	4.24
C7	44.19	91.50	27°40'12"	N75°29'56"E	43.76
C8	7.37	10.00	42°12'43"	N31°19'33"E	7.20
C9	15.48	80.50	11°00'54"	N46°55'28"E	15.45
C10	6.57	10.00	37°40'06"	N60°15'03"E	6.46
C11	14.33	91.50	8°58'28"	N26°56'42"E	14.32
C12	20.70	15.00	79°03'24"	N26°53'10"W	19.09
C13	15.00	73.50	11°41'29"	N06°47'47"E	14.97
C14	74.96	35.00	122°42'21"	N62°18'14"E	61.43
C31	3.14	2.00	90°00'00"	S45°39'58"E	2.83
C33	3.14	2.00	90°00'00"	N44°20'02"E	2.83
C35	4.92	3.00	93°54'32"	S47°39'47"E	4.38
C37	45.12	46.50	55°36'05"	N57°34'54"E	43.37
C38	23.39	46.81	28°38'15"	N15°21'57"E	23.15
C39	19.49	25.00	44°40'32"	N23°17'19"E	19.00

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C40	2.95	15.00	11°15'48"	N39°59'41"E	2.94
C41	19.79	30.74	36°53'18"	S19°30'56"W	19.45
C45	52.42	35.00	85°49'11"	S42°22'36"E	47.66
C46	4.99	3.00	95°22'46"	N47°01'25"E	4.44
C49	3.14	2.00	90°00'00"	S45°39'58"E	2.83
C50	3.14	2.00	90°00'00"	N44°20'02"E	2.83
C51	4.99	3.00	95°22'46"	S48°21'21"E	4.44
C52	50.96	35.00	83°25'17"	N42°14'38"E	46.58
C53	55.46	35.00	90°47'07"	N44°51'34"W	49.84
C54	128.30	1965.50	3°44'24"	S87°52'40"W	128.28
C55	52.06	35.00	85°13'10"	S43°23'53"W	47.39
C56	36.48	25.00	83°37'02"	S41°01'12"E	33.33
C57	5.12	3.00	97°50'15"	N48°15'10"E	4.52
C58	3.14	2.00	90°00'00"	S45°39'58"E	2.83
C59	3.14	2.00	90°00'00"	N44°20'02"E	2.83
C60	7.67	2034.50	0°12'57"	N82°44'24"E	7.67
C61	50.13	35.00	82°03'34"	N41°49'06"E	45.95
C63	57.91	35.00	94°47'32"	S46°36'27"E	51.52
C64	133.21	2034.50	3°45'06"	N87°52'19"E	133.19
C67	10.34	10.00	59°13'33"	N60°08'06"E	9.88

ALL LINE/CURVE DATA IS AT FLOWLINE.
TAG LABELS ARE DISPLAYED ON PLAN VIEW SHEETS.



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Last Modification Date: 1/12/26	Initials: EB	R-X
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ACAD Ver. 2024 Scale: Based on 24" x 36" plots Units: English		R-X

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No.	By	Date	Approved	Date	Description
1	EB	1/25			Benchmarks and ties added to control, street light note added

Original Drawing Preparation		
	By	Date
Drawn	EB	11/2022
Checked		
Approved		
Client Approved		

As Constructed		
	By	Date
No Revisions:		
Revised:		
Revised By:		
Void:		

COLORADO RIVER ENGINEERING INCORPORATED
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Tel 970-625-4933

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ERIC BRYNTESON
1/12/26
45306
PROFESSIONAL ENGINEER

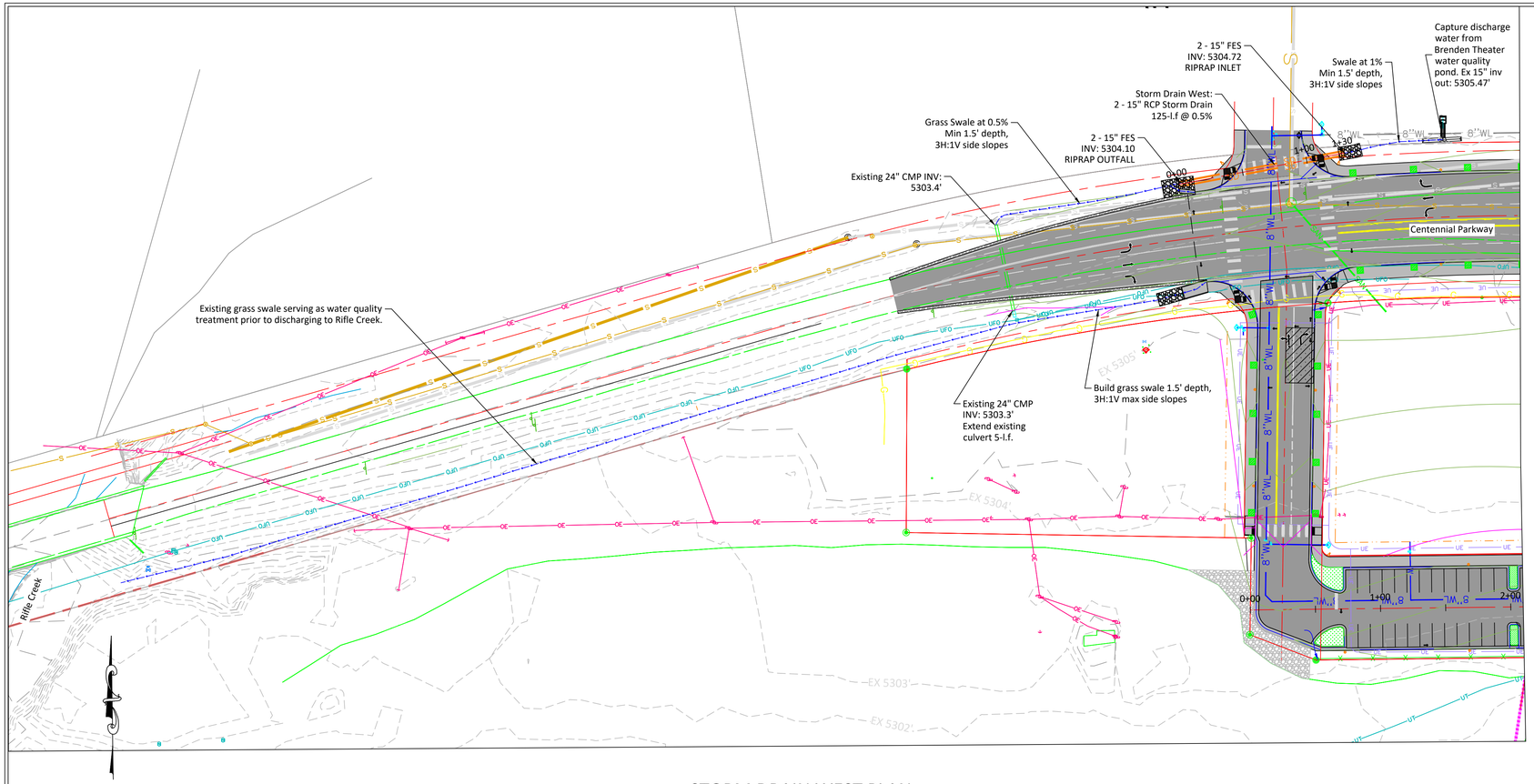
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Permit No.
Park & Ride, Larner Development
Sheet Subset: Civil Engineer

Sheet Title: Project Overview

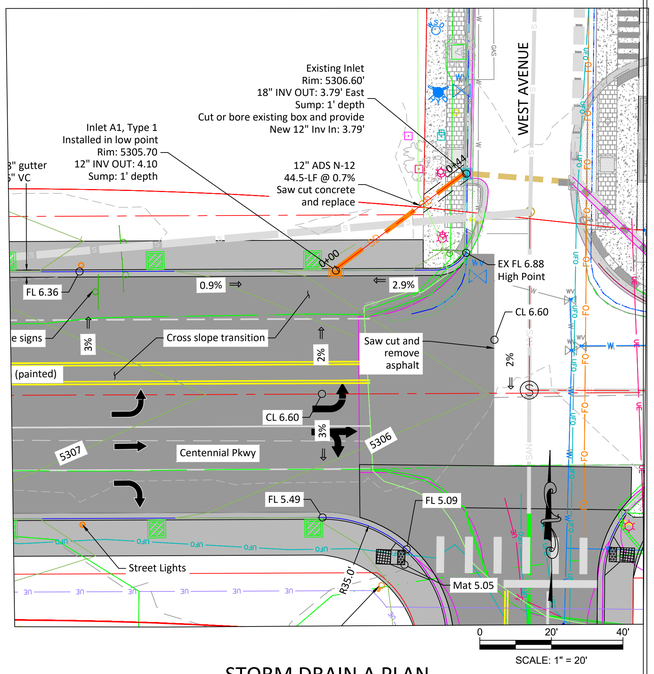
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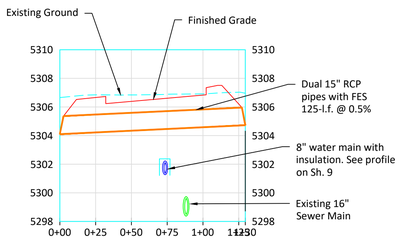
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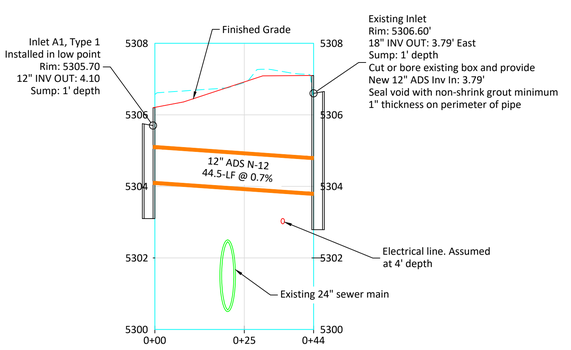
STORM DRAIN WEST PLAN



STORM DRAIN A PLAN



STORM DRAIN WEST PROFILE



STORM DRAIN A PROFILE

1/12/26

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Last Modification Date: 1/12/26	Initials: EB	R-X
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No.	By	Date	Approved	Date	Description
1	EB	1/25			Storm Drain "A" added

Original Drawing Preparation	By	Date
Drawn	EB	11/2022
Checked		
Approved		
Client Approved		

As Constructed	By	Date
No Revisions:		
Revised:		
Revised By:		
Void:		

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PROFESSIONAL ENGINEER

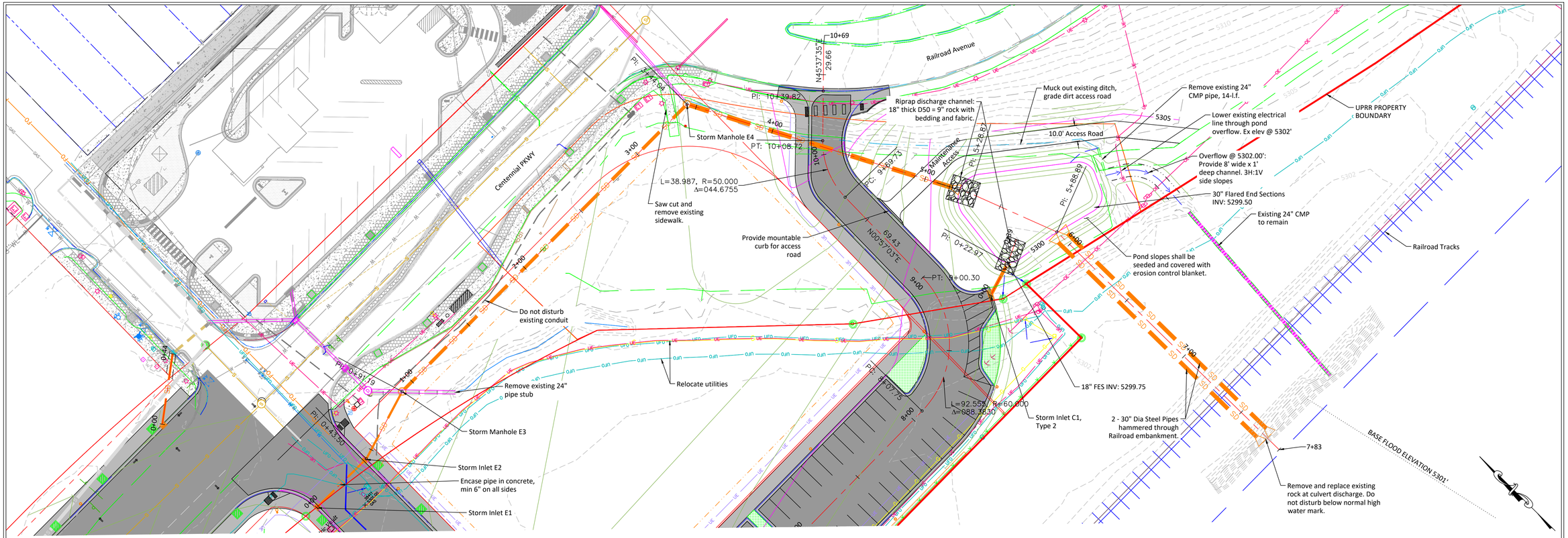
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Permit No.
Park & Ride, Larner Development
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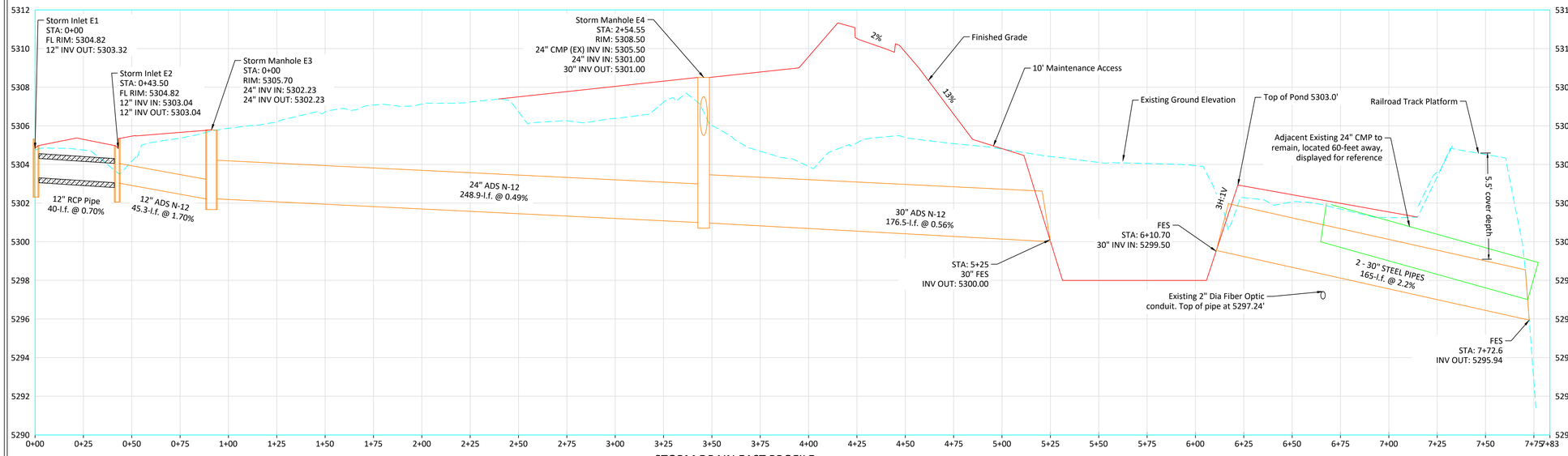
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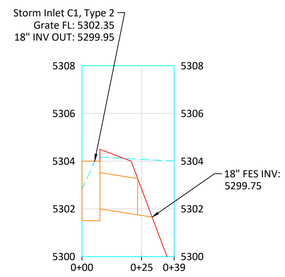
Sheet No: 6

Sheet Subset: of 28





STORM DRAIN EAST PROFILE



STORM DRAIN C PROFILE

1/12/26

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Last Modification Date: 1/12/26	Initials: EB	R-X
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Drawing File Name: Park & Ride Development Design.dwg		R-X
ACAD Ver. 2024 Scale: Based on 24" x 36" plots Units: English		R-X

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No.	By	Date	Approved	Date	Description
1	EB	1/2025			Updated storm drain path discharging to river
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3					
4					
5					

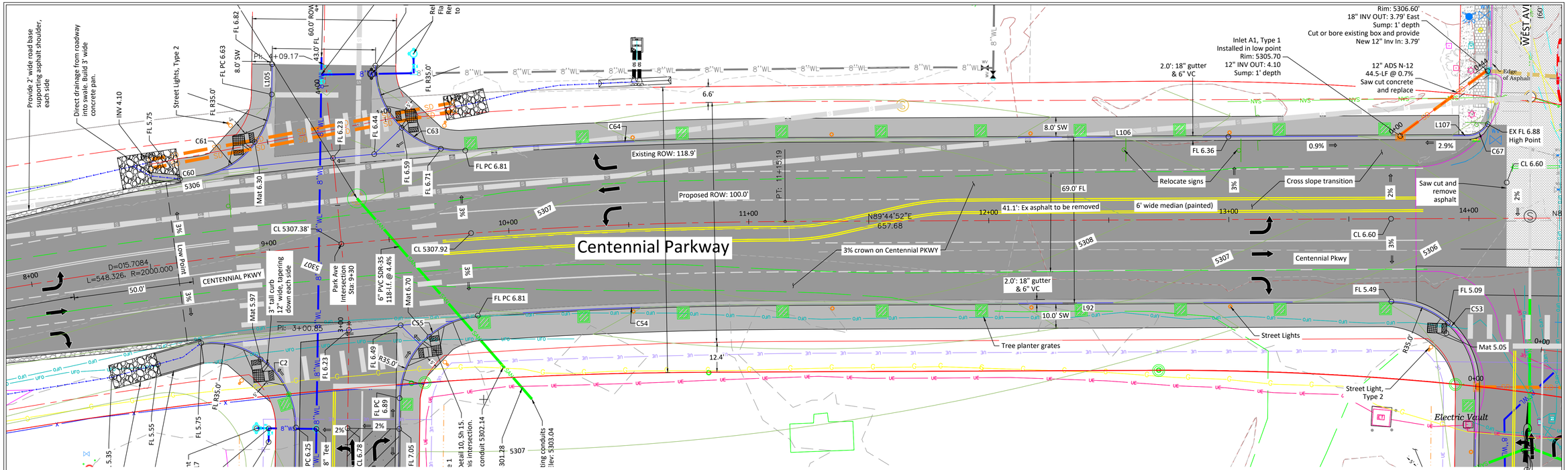
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Checked		
Approved		
Client Approved		

As Constructed	By	Date
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Revised By:		
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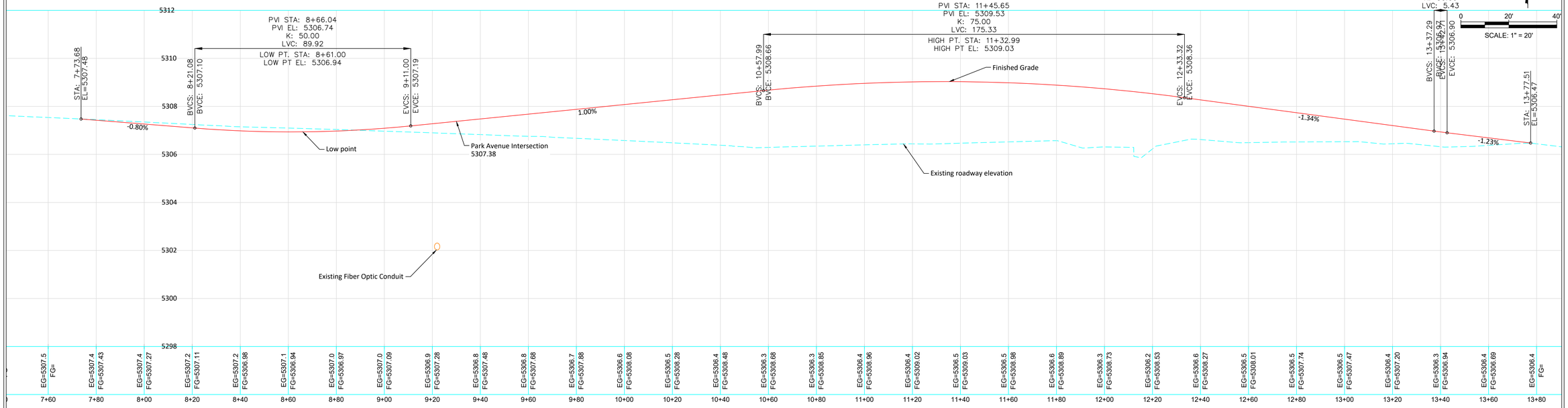
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Tel 970-625-4933

COLORADO LICENSED ERIC REYNOLDS 1/12/26 45306 PROFESSIONAL ENGINEER

Project No. / Code: 25923	Sheet Title: Storm Drain East
Permit No.	Sheet No: 7
Park & Ride, Larner Development	Sheet Subset: of 28
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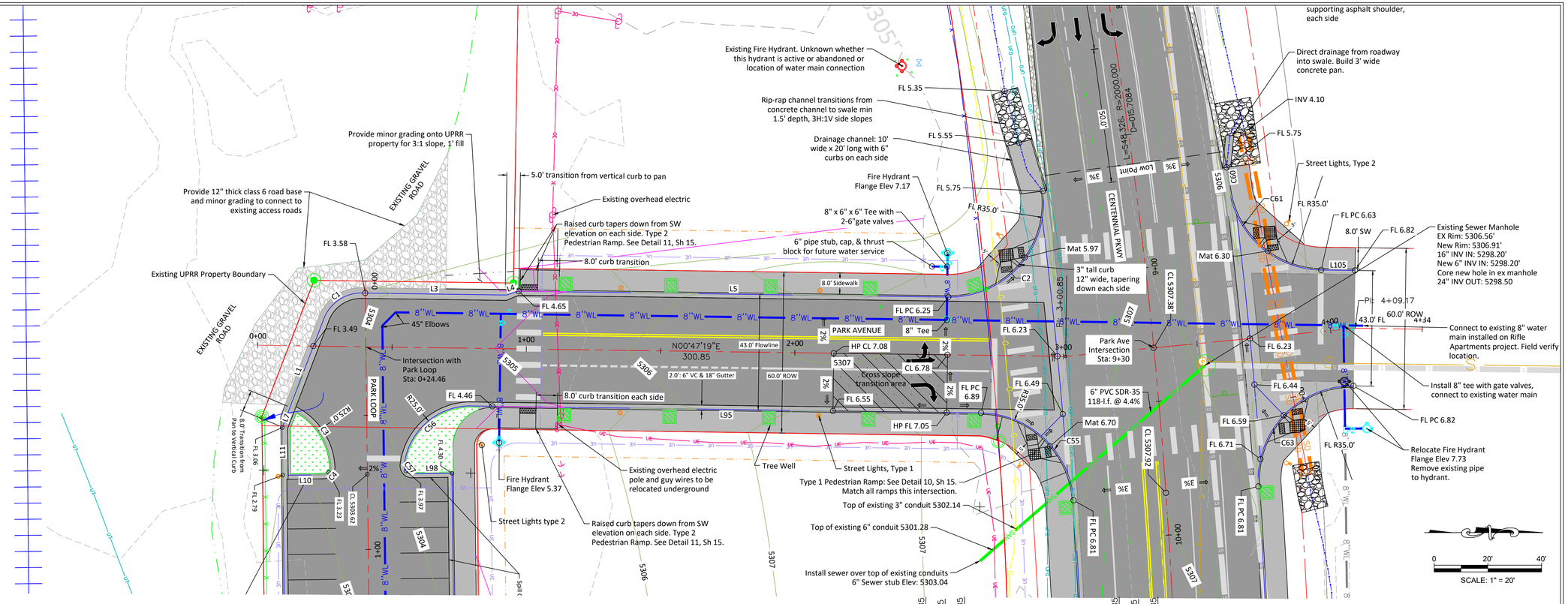


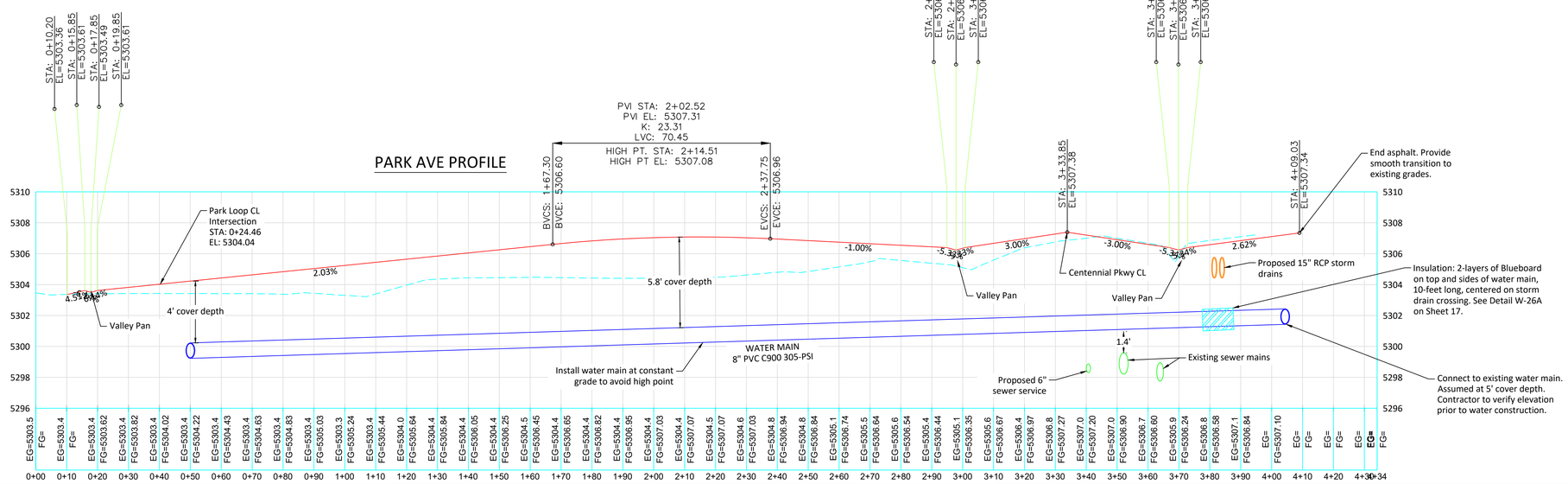
CENTENNIAL PARKWAY PROFILE



1/12/26

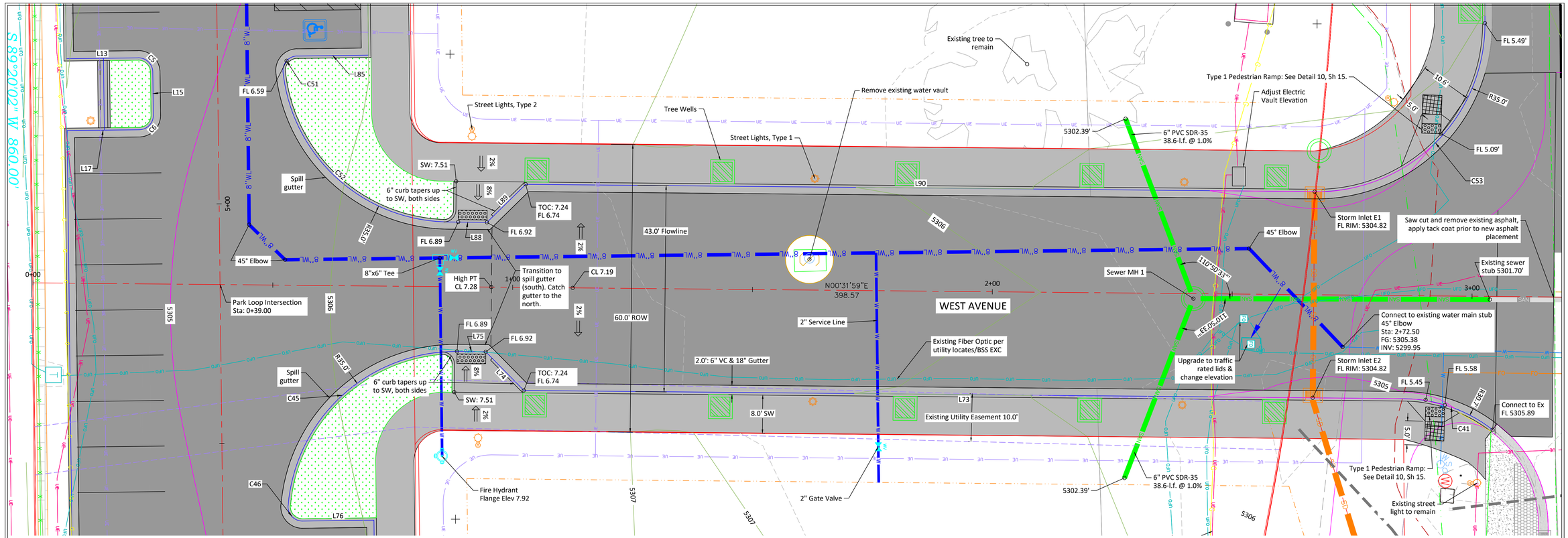
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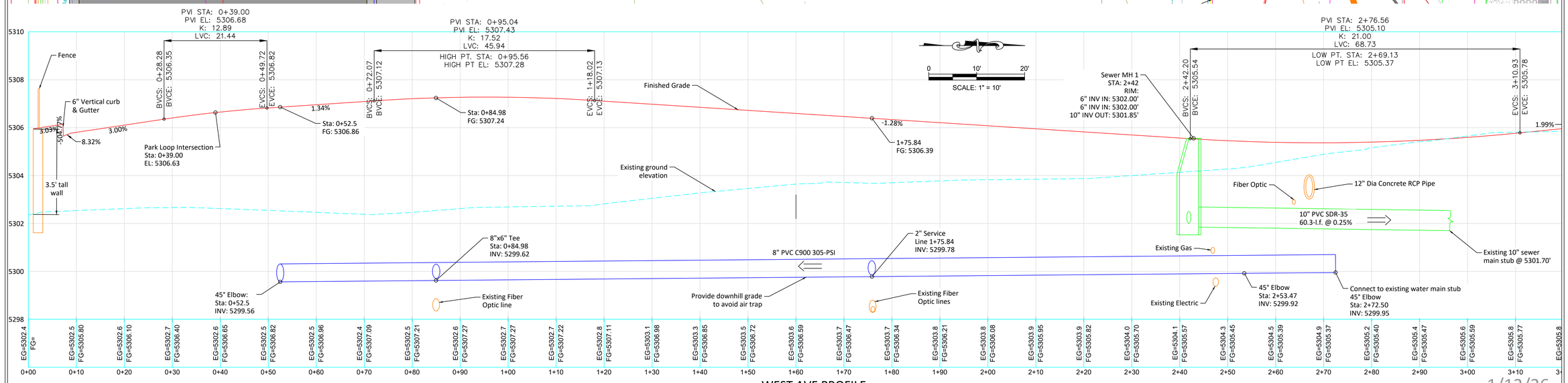




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WEST AVE PROFILE

1/12/26

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Last Modification Date: 1/12/26	Initials: EB	R-X	
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ACAD Ver. 2024 Scale: Based on 24" x 36" plots Units: English		R-X	

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No.	By	Date	Approved	Date	Description
1	EB	1/25			Pedestrian ramp changes and spot elevations added
2	EB	6/25			Pedestrian ramp detail reference updated
3	EB	8/25			Pedestrian ramp notes and linework added for clarification

Original Drawing Preparation	By	Date
Drawn	EB	11/2022
Checked		
Approved		
Client Approved		

As Constructed	By	Date
No Revisions:		
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PO Box 1301
Rifle, CO 81650
Tel 970-625-4933

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ERIC BREYMEYER
1/12/26
45306
PROFESSIONAL ENGINEER

Project No. / Code: 25923

Permit No.

Park & Ride, Larner Development

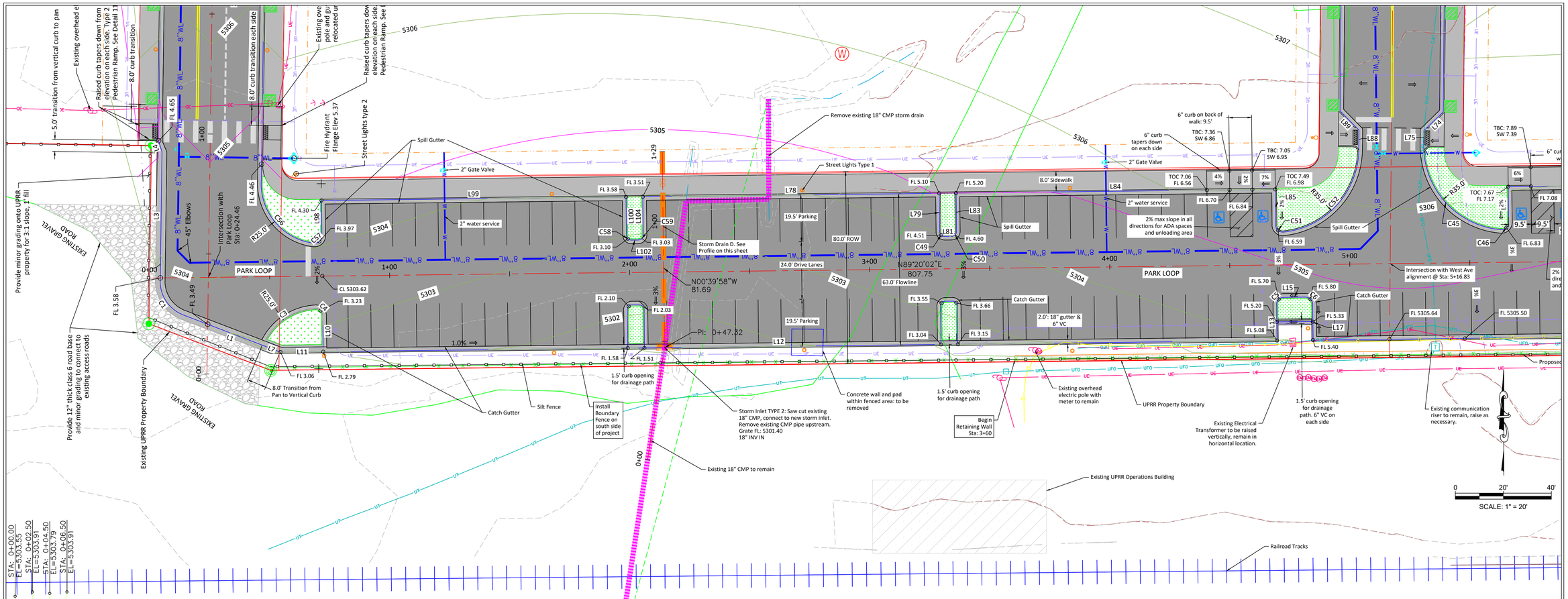
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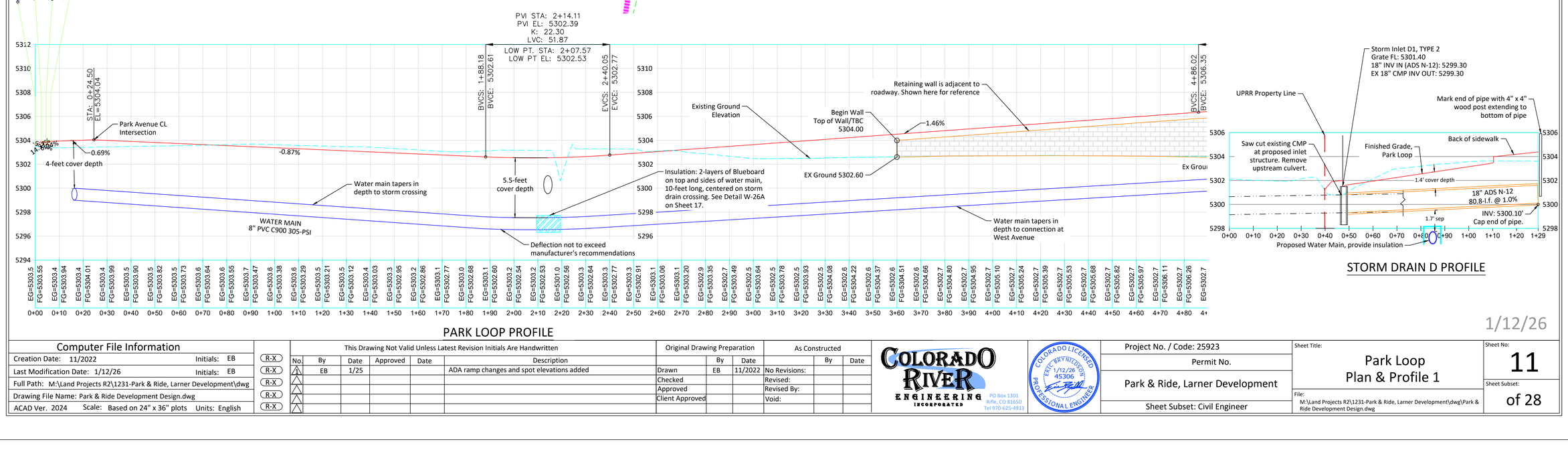
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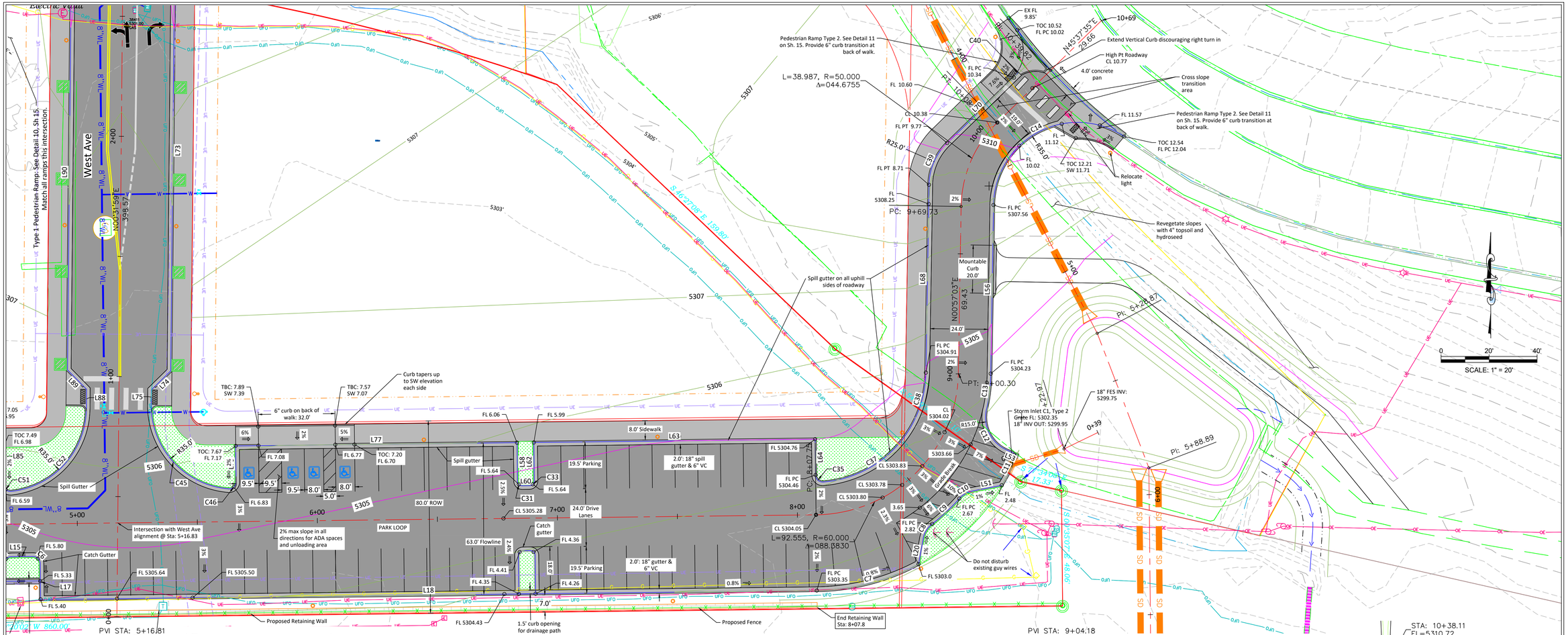
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1/12/26

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ACAD Ver. 2024	Scale: Based on 24" x 36" plots Units: English

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No.	By	Date	Approved	Date	Description
2	EB	1/25			ADA ramp changes and spot elevations added
1	EB	3/25			Straight crosswalk at RR Ave, Extended vertical curb to discourage turn in

Original Drawing Preparation	By	Date
Drawn	EB	11/2022
Checked		
Approved		
Client Approved		

As Constructed	By	Date
No Revisions:		
Revised:		
Revised By:		
Void:		

COLORADO RIVER ENGINEERING INCORPORATED
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Rifle, CO 81650
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COLORADO LICENSED STEVE BRYNTESON 1/12/26 45306 PROFESSIONAL ENGINEER

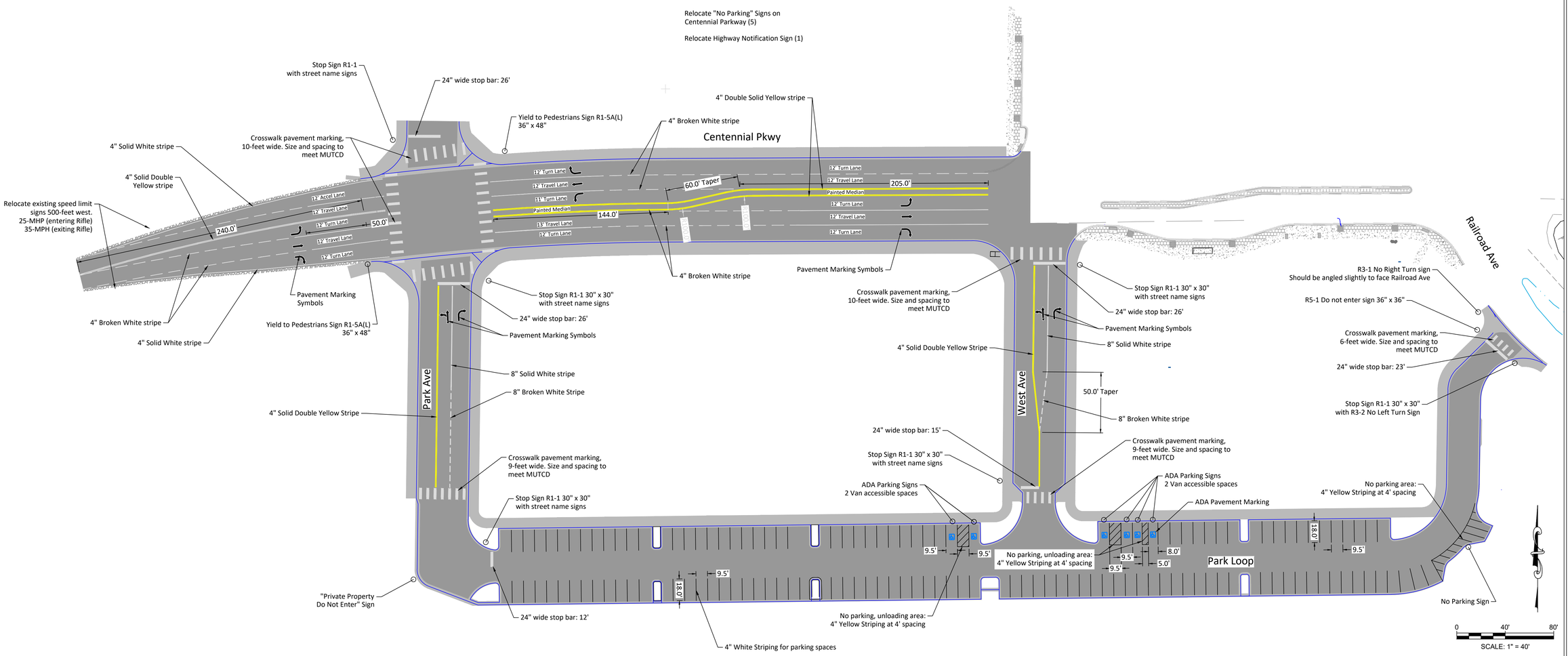
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Permit No.	
Park & Ride, Larner Development	
Sheet Subset: Civil Engineer	

Sheet Title: Park Loop Plan & Profile 2

Sheet No: 12

Sheet Subset: of 28

File: M:\Land Projects R2\1231-Park & Ride, Larner Development\dwg\Park & Ride Development Design.dwg



1/12/26

Computer File Information	
Creation Date: 11/2022	Initials: EB
Last Modification Date: 1/12/26	Initials: EB
Full Path: M:\Land Projects R2\1231-Park & Ride, Larner Development\dwg	
Drawing File Name: Park & Ride Development Design.dwg	
ACAD Ver. 2024 Scale: Based on 24" x 36" plots Units: English	

R-X

This Drawing Not Valid Unless Latest Revision Initials Are Handwritten

No.	By	Date	Approved	Date	Description
1	EB	3/25			Striping changed per CDOT comments

Original Drawing Preparation	By	Date
Drawn	EB	11/2022
Checked		
Approved		
Client Approved		

As Constructed	By	Date
No Revisions:		
Revised:		
Revised By:		
Void:		

COLORADO RIVER ENGINEERING INCORPORATED
PO Box 1301
Rifle, CO 81650
Tel 970-625-4933

COLORADO LICENSED STEVE BRYNTESON 45306 1/12/26 PROFESSIONAL ENGINEER

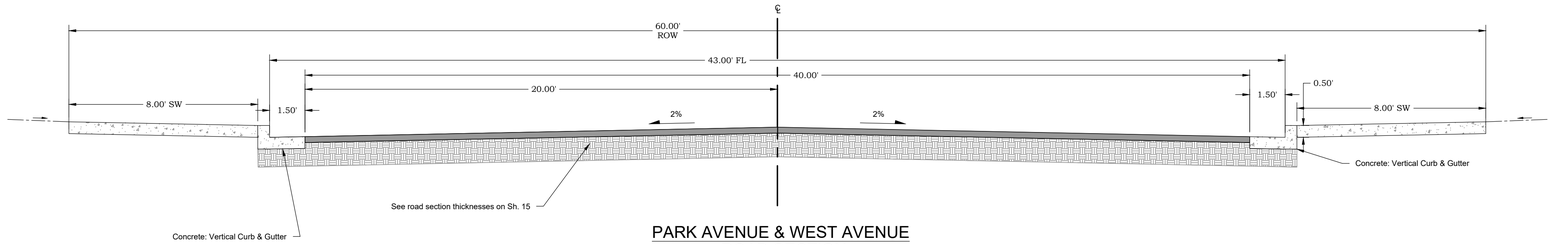
Project No. / Code: 25923
Permit No.
Park & Ride, Larner Development
Sheet Subset: Civil Engineer

Sheet Title: Signage & Striping

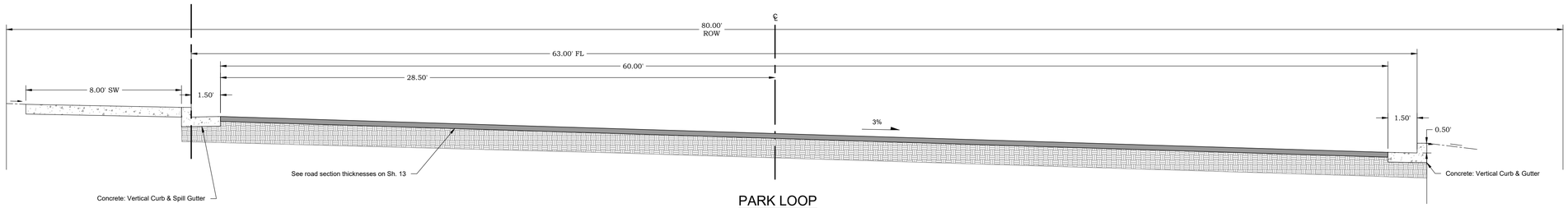
Sheet No: 13

Sheet Subset: of 28

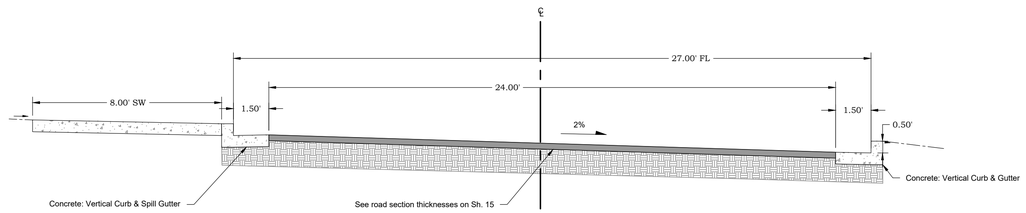
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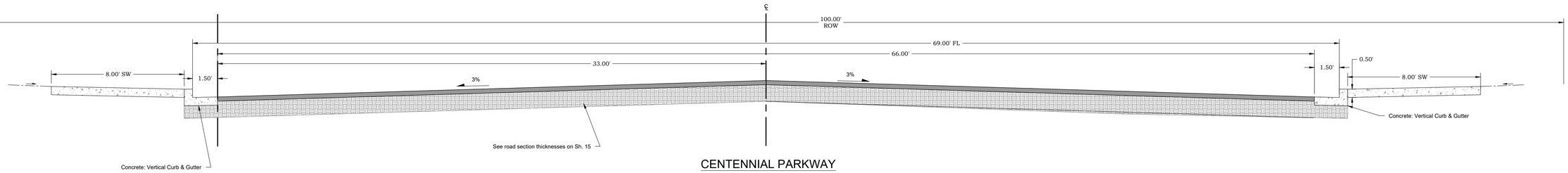
PARK AVENUE & WEST AVENUE
ROAD SECTION



PARK LOOP
ROAD SECTION 1



PARK LOOP
ROAD SECTION 2



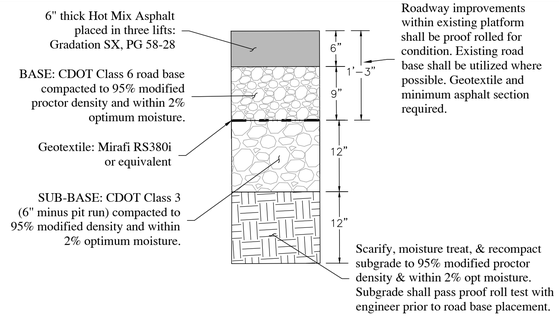
CENTENNIAL PARKWAY
ROAD SECTION

DETAILS ARE NOT TO SCALE

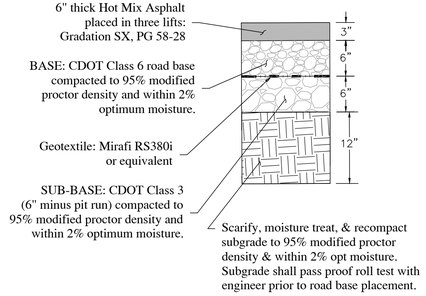
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1/12/26

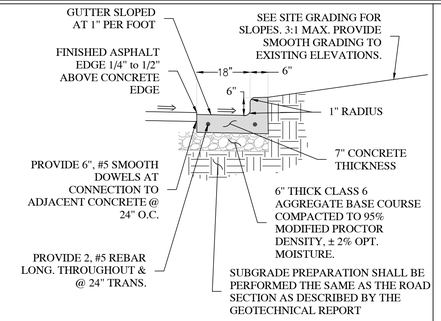
| Computer File Information | | |



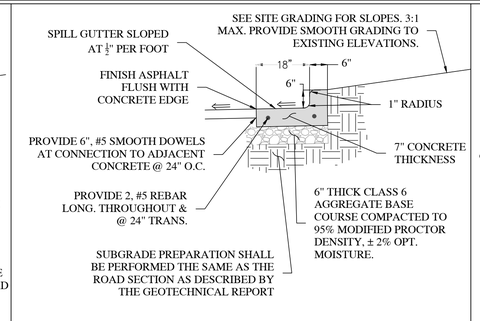
1 CENTENNIAL PARKWAY ROAD SECTION
SCALE: 1" = 1'



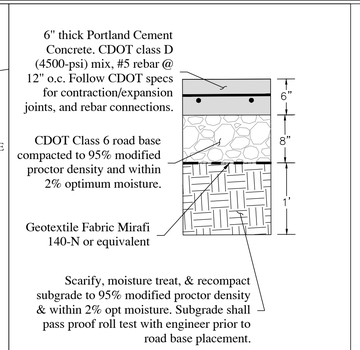
2 PARK AVE, WEST AVE, & PARK LOOP ROAD SECTION
SCALE: 1" = 1'



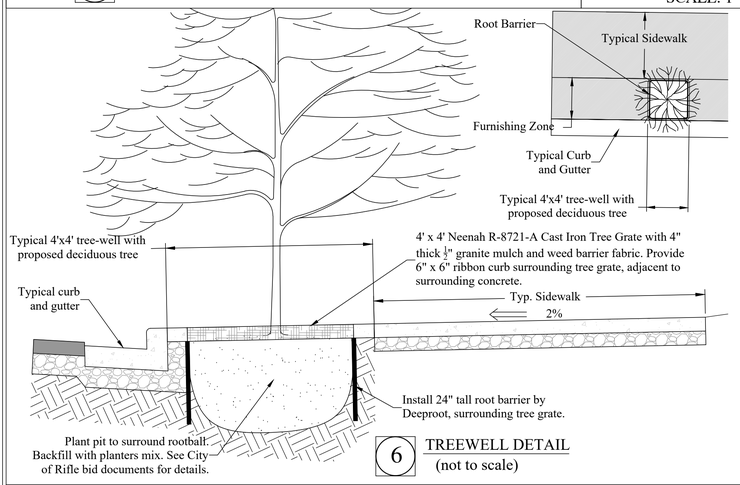
3 CATCH GUTTER & CURB DETAIL
SCALE: 1" = 0.5'



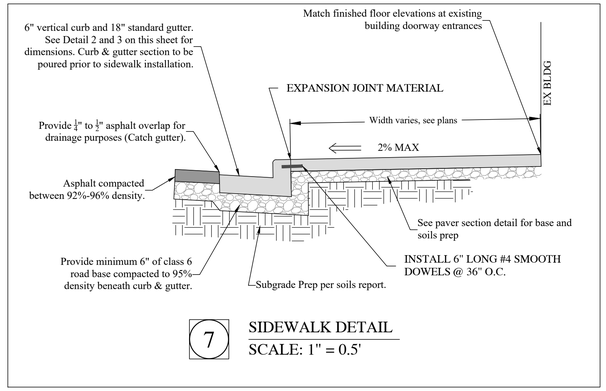
4 SPILL GUTTER & CURB DETAIL
SCALE: 1" = 0.5'



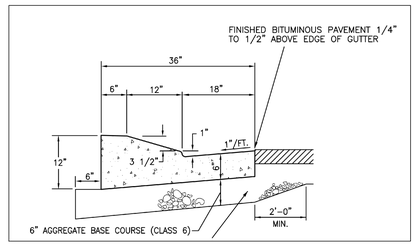
5 CONCRETE INTERSECTIONS & FILLETS
SCALE: 1" = 1'



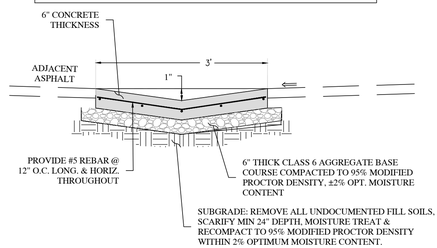
6 TREEWELL DETAIL
(not to scale)



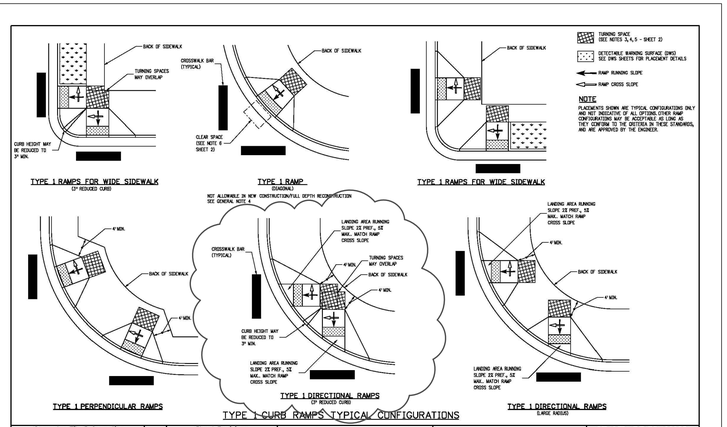
7 SIDEWALK DETAIL
SCALE: 1" = 0.5'



8 MOUNTABLE CURB DETAIL
NOT TO SCALE



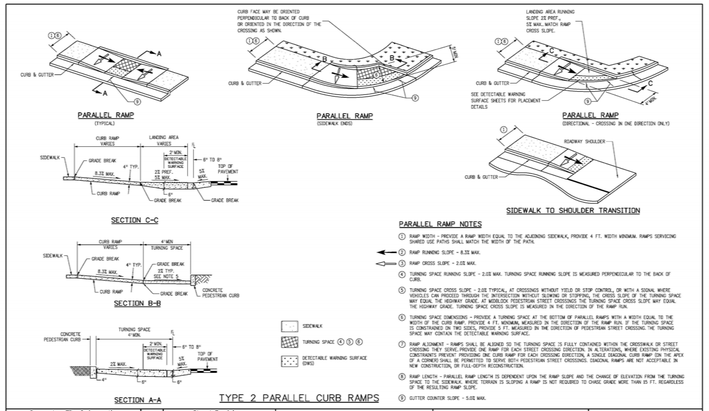
9 VALLEY PAN FOR ALLEY DETAIL
(not to scale)



Computer File Information	Sheet Revisions					STANDARD PLAN NO.
Creation Date: 07/31/19		No.	Date:	Comments		M-608-1
Designer Initials: JBK						Standard Sheet No. 3 of 10
Last Modification Date: 07/31/19						
Detailer Initials: LTA						
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English						Project Sheet Number:

Colorado Department of Transportation, 2829 West Howard Place, CDOT HQ, 3rd Floor, Denver, CO 80204, Phone: 303-757-9021 FAX: 303-757-9868
Project Development Branch JBK
CURB RAMPS
Issued by the Project Development Branch: July 31, 2019

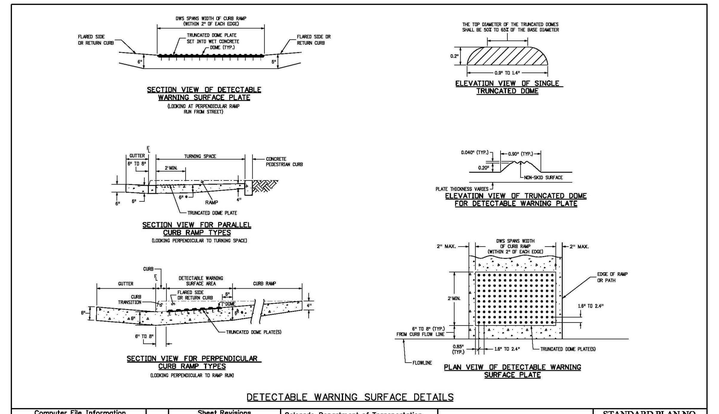
10 PEDESTRIAN RAMP TYPE 1
(not to scale)



Computer File Information	Sheet Revisions					STANDARD PLAN NO.
Creation Date: 07/31/19		No.	Date:	Comments		M-608-1
Designer Initials: JBK						Standard Sheet No. 4 of 10
Last Modification Date: 07/31/19						
Detailer Initials: LTA						
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English						Project Sheet Number:

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Project Development Branch JBK
CURB RAMPS
Issued by the Project Development Branch: July 31, 2019

11 PEDESTRIAN RAMP TYPE 2
(not to scale)



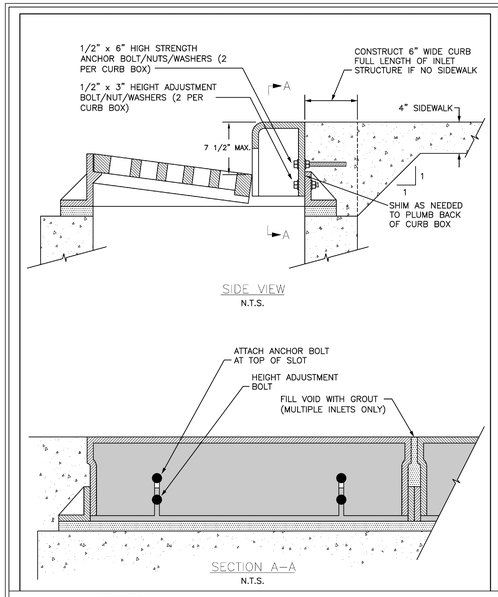
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Designer Initials: JBK						Standard Sheet No. 10 of 10
Last Modification Date: 07/31/19						
Detailer Initials: LTA						
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English						Project Sheet Number:

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Project Development Branch JBK
CURB RAMPS
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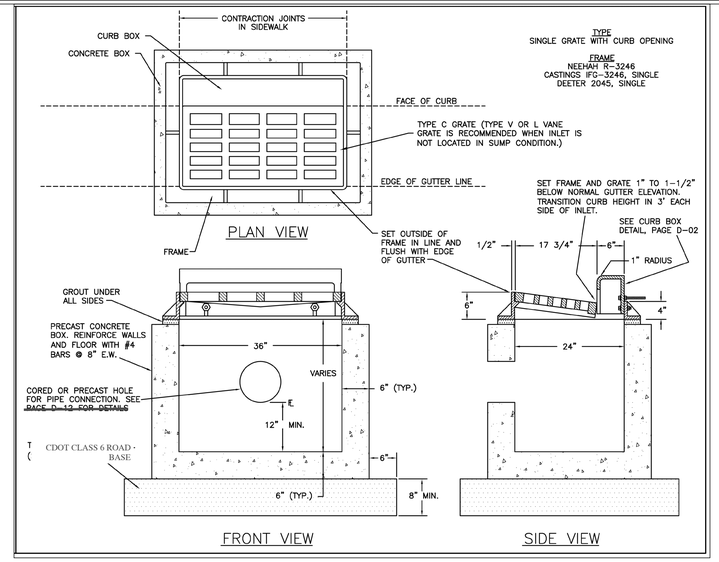
12 TYPICAL LANDING MAT DETAIL- CAST IRON
(not to scale)

1/12/26

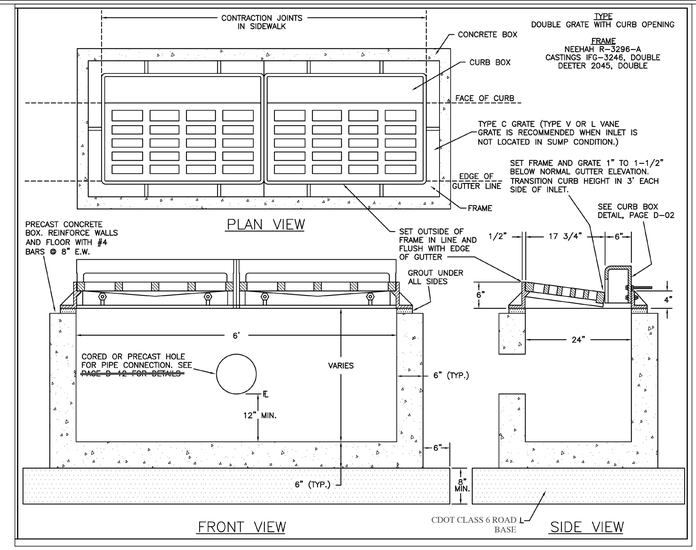
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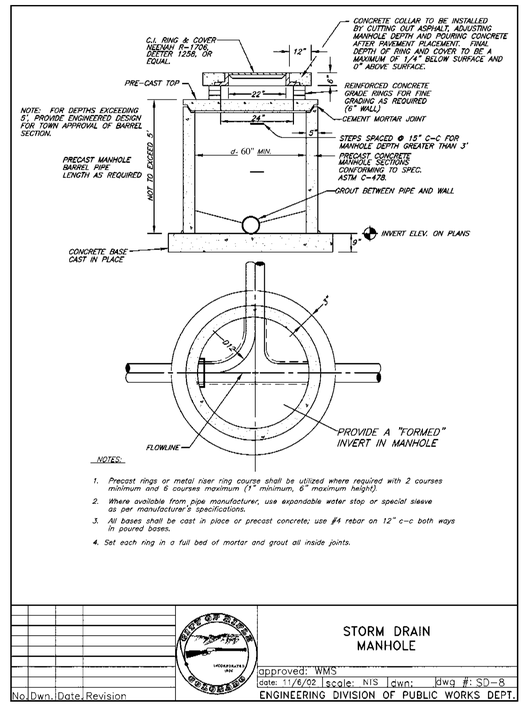
13 GRATE INLET INSTALLATION DETAIL
NOT TO SCALE



14 STORM INLET TYPE 1 DETAIL
NOT TO SCALE



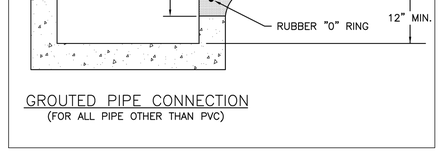
15 STORM INLET TYPE 2 DETAIL
NOT TO SCALE



16 STORM DRAIN PIPE TRENCH DETAIL
SCALE: 1" = 0.5'

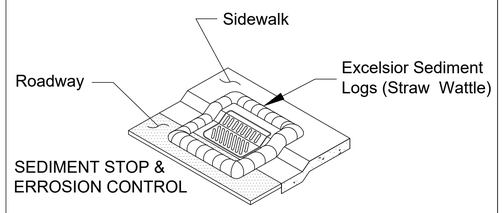
17 Electric Trench Detail
(not to scale)

18 Irrigation Line Trench Detail
(not to scale)



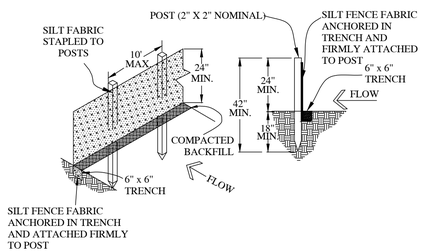
GROUTED PIPE CONNECTION
(FOR ALL PIPE OTHER THAN PVC)

19 STORM DRAIN PIPE CONNECTION TO STRUCTURES
NOT TO SCALE



TYPICAL STRAW WATTLE INLET PROTECTION
(Not To Scale)

20 INLET PROTECTION DETAIL
NOT TO SCALE



21 SILT FENCE DETAIL
NOT TO SCALE

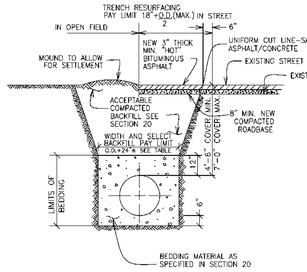
1/12/26

| Computer File Information | | |

Pipe Bedding Material Options

1) CDOT Class 6 base course or approved equal
2) $\frac{3}{8}$" crusher fines gravel, wrapped in fabric
3) select onsite screened material

All materials shall be compacted to minimum 95% modified proctor density. Geotextile fabric shall be Mirafi 140N or approved equal. Crusher fines shall be compacted by 2 passes per 8" lift with a vibratory plate compactor.



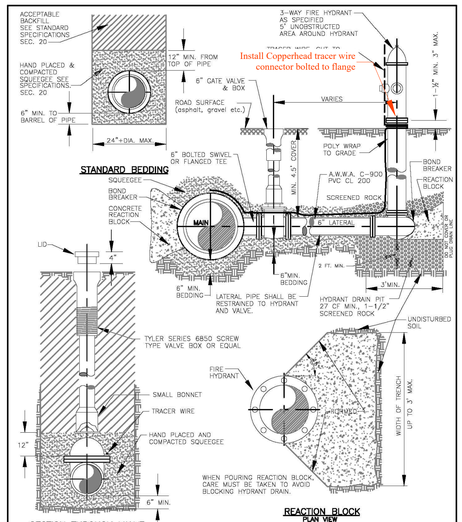
TYPICAL TRENCH SECTION

PIPE DIAMETER	MINIMUM WIDTH	MAXIMUM WIDTH
4"	1'-4"	2'-4"
6"	1'-6"	2'-6"
8"	1'-8"	2'-8"
12"	2'-0"	3'-0"
16"	2'-4"	3'-4"
20"	2'-8"	3'-8"
24"	4'-0"	5'-0"

NOTES:
1. PAVING SHALL COMPLY WITH SECTION 15
2. TRENCH WALLS TO BE SUPPORTED AS REQUIRED BY O.S.H.A.
3. ALL DISTURBED SURFACES SHALL BE RESTORED TO ORIGINAL CONDITIONS.
4. BACKFILL COMPACTION SHALL BE 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM 0698 OR AASHTO 799.
5. IF THE EXISTING PAVEMENT IS GREATER THAN 3", MATCH EXISTING WITH NEW PAVEMENT.
6. IF THE EXISTING ROAD BASE IS GREATER THAN 6", MATCH EXISTING WITH NEW ROAD BASE.

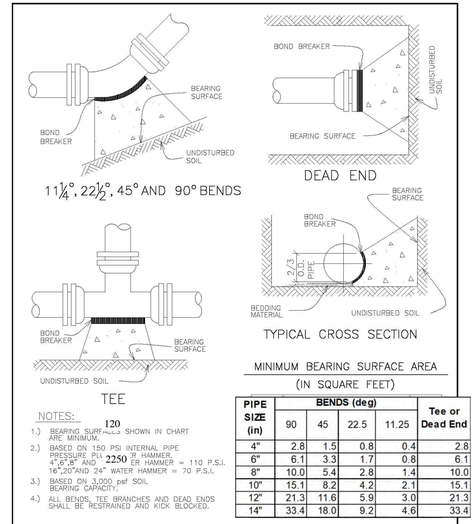
TYPICAL TRENCH SECTION FOR INSTALLATION OF WATER MAINS

approved: WMS
date: 11/6/02 | scale: NTS | dwn: | dwg #: W-1
No. | Dwn. | Date | Revision
ENGINEERING DIVISION OF PUBLIC WORKS DEPT.



FIRE HYDRANT INSTALLATION

1 | BGP | 12.16.04 | 2-PC V.V. BOX, TRCR WIR
approved: WMS
date: 11/6/02 | scale: NTS | dwn: | dwg #: W-4
No. | Dwn. | Date | Revision
ENGINEERING DIVISION OF PUBLIC WORKS DEPT.



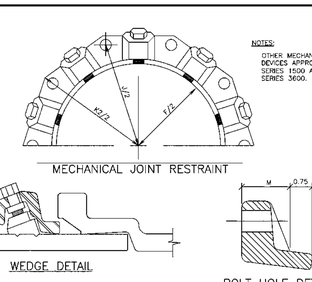
NOTES:
1.) BEARING SURFACES SHOWN IN CHART ARE MINIMUM.
2.) BASED ON 150 PSI INTERNAL PIPE PRESSURE PLUS 120 FT. HAMMER, 4",6",8" AND 12" 2250 ER HAMMER = 110 P.S.I. 16",20"AND 24" WATER HAMMER = 70 P.S.I.
3.) BASED ON 3,000 psf SOIL BEARING CAPACITY.
4.) ALL BENDS, TEE BRANCHES AND DEAD ENDS SHALL BE RESTRAINED AND KICK BLOCKED.

MINIMUM BEARING SURFACE AREA
(IN SQUARE FEET)

PIPE SIZE (in)	BENDS (deg) 90	45	22.5	11.25	Tee or Dead End
4"	2.8	1.5	0.8	0.4	2.8
6"	6.1	3.3	1.7	0.8	6.1
8"	10.0	5.4	2.8	1.4	10.0
10"	15.1	8.2	4.2	2.1	15.1
12"	21.3	11.6	5.9	3.0	21.3
14"	33.4	18.0	9.2	4.6	33.4

CONCRETE KICKBLOCKS BEARING SURFACES AND INSTALLATION

approved: WMS
date: 11/6/02 | scale: NTS | dwn: | dwg #: W-16
No. | Dwn. | Date | Revision
ENGINEERING DIVISION OF PUBLIC WORKS DEPT.

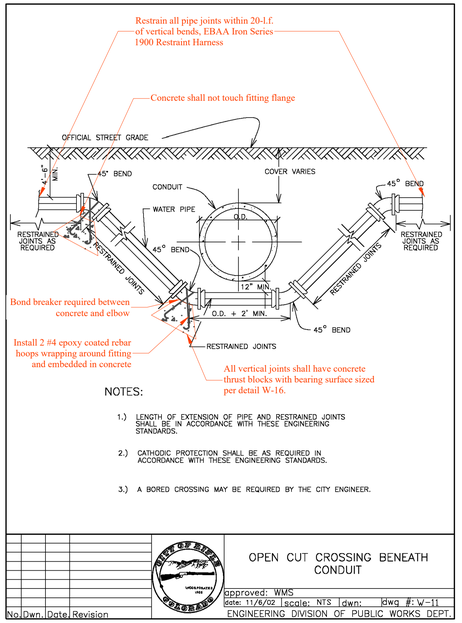


DIMENSIONS

	NOMINAL PIPE SIZE	NO. OF BOLTS	NO. OF WEDGES	K2 INCHES	J INCHES	F INCHES	M INCHES	
PVC	4"	4	4	9.13	7.50	4.90	0.50	PVC
	6"	6	6	11.13	9.50	7.00	0.50	
	8"	6	6	13.38	11.75	9.15	0.62	
	12"	8	8	17.88	16.25	13.30	0.75	
	14"	10	10	20.38	18.75	15.49	0.88	
	16"	12	12	22.63	21.00	17.58	0.88	
	18"	12	12	24.88	23.25	19.68	1.13	
	20"	14	14	27.13	25.50	21.79	1.25	
	24"	16	16	31.63	30.00	25.99	1.42	
	30"	20	20	39.12	36.88	32.22	1.50	
	36"	24	24	46.00	43.75	38.52	1.50	
DIP	30"	20	20	39.12	36.88	32.17	2.25	DIP
	36"	24	24	46.00	43.75	38.47	2.25	
	42"	28	28	53.48	50.62	44.67	3.88	
	48"	32	32	60.36	57.50	50.97	3.88	

MECHANICAL JOINT RESTRAINT DETAILS

approved: WMS
date: 11/6/02 | scale: NTS | dwn: | dwg #: W-22
No. | Dwn. | Date | Revision
ENGINEERING DIVISION OF PUBLIC WORKS DEPT.



NOTES:

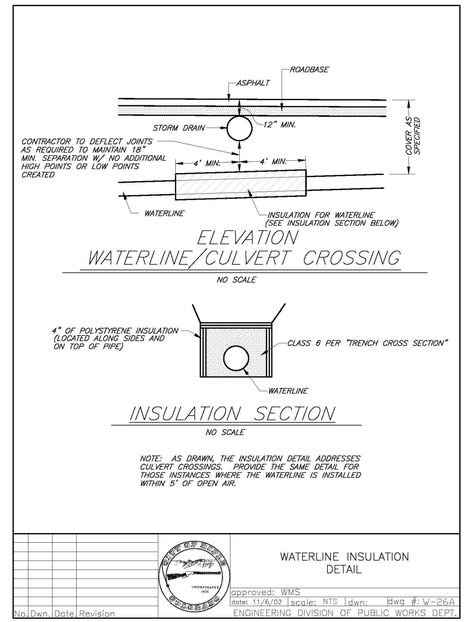
1.) LENGTH OF EXTENSION OF PIPE AND RESTRAINED JOINTS SHALL BE IN ACCORDANCE WITH THESE ENGINEERING STANDARDS.

2.) CATHODIC PROTECTION SHALL BE AS REQUIRED IN ACCORDANCE WITH THESE ENGINEERING STANDARDS.

3.) A BORED CROSSING MAY BE REQUIRED BY THE CITY ENGINEER.

OPEN CUT CROSSING BENEATH CONDUIT

approved: WMS
date: 11/6/02 | scale: NTS | dwn: | dwg #: W-11
No. | Dwn. | Date | Revision
ENGINEERING DIVISION OF PUBLIC WORKS DEPT.



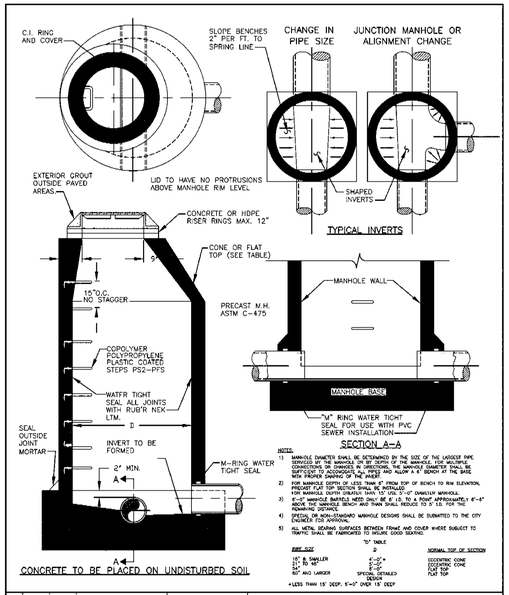
NOTE: AS DRAWN, THE INSULATION DETAIL ADDRESSES CULVERT CROSSINGS. PROVIDE THE SAME DETAIL FOR THOSE INSTANCES WHERE THE WATERLINE IS INSTALLED WITHIN 5' OF OPEN AIR.

WATERLINE INSULATION DETAIL

approved: WMS
date: 11/6/02 | scale: NTS | dwn: | dwg #: W-26A
No. | Dwn. | Date | Revision
ENGINEERING DIVISION OF PUBLIC WORKS DEPT.

1/12/26

| Computer File Information | | |

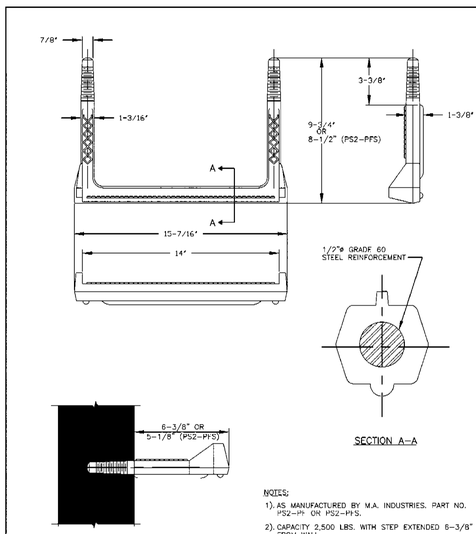


TYPICAL MANHOLE

approved: WMS
date: 11/6/02 | scale: NTS | dwn: | dwg #: SS-3

ENGINEERING DIVISION OF PUBLIC WORKS DEPT.

No. Dwn. Date Revision



NOTES:

1). AS MANUFACTURED BY M.A. INDUSTRIES. PART NO. PS2-PF OR PS2-PFS.

2). CAPACITY 2,500 LBS. WITH STEP EXTENDED 6-3/8" FROM WALL.

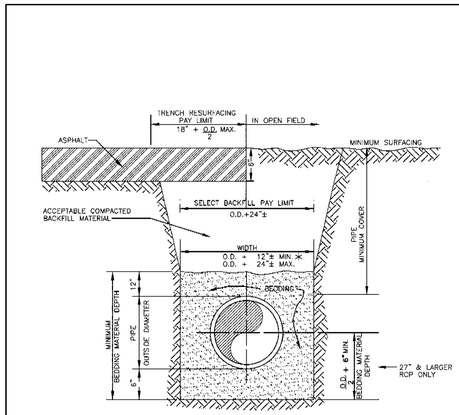
3). MATERIAL COPOLYMER POLYPROPYLENE PLASTIC, WITH 1/2"ø GRADE 60 STEEL REINFORCEMENT.

MANHOLE STEP

approved: WMS
date: 11/6/02 | scale: NTS | dwn: | dwg #: SS-4

ENGINEERING DIVISION OF PUBLIC WORKS DEPT.

No. Dwn. Date Revision



TYPICAL TRENCH

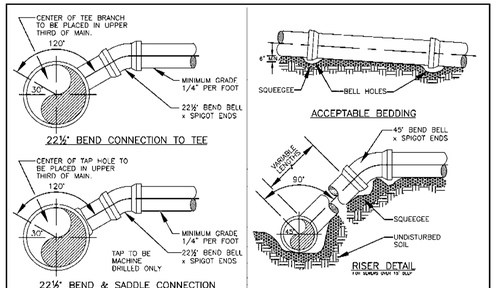
* FOR HDPE PIPE, MINIMUM TRENCH WIDTH TO BE O.D. + 36".

PIPE BEDDING AND BACKFILL LIMITS SEWER MAINS

approved: WMS
date: 11/6/02 | scale: NTS | dwn: | dwg #: SS-1

ENGINEERING DIVISION OF PUBLIC WORKS DEPT.

No. Dwn. Date Revision

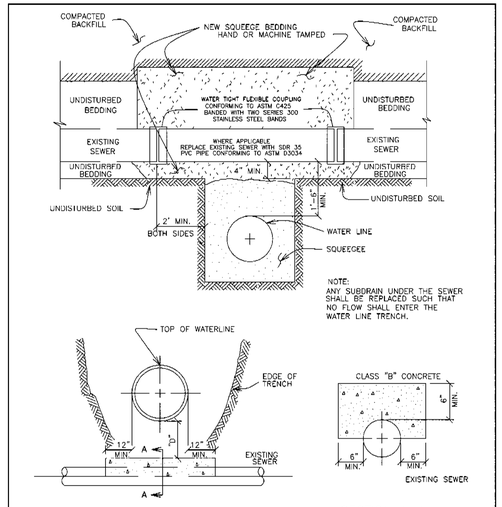


SANITARY SEWER SERVICE DETAIL

approved: WMS
date: 11/6/02 | scale: NTS | dwn: | dwg #: SS-6

ENGINEERING DIVISION OF PUBLIC WORKS DEPT.

No. Dwn. Date Revision



CROSSING STORM AND SANITARY SEWERS

approved: WMS
date: 11/6/02 | scale: NTS | dwn: | dwg #: W-10

ENGINEERING DIVISION OF PUBLIC WORKS DEPT.

No. Dwn. Date Revision

1/12/26

| Computer File Information | | |

Submitted by The MH Companies

Job Name: Wendy's - Rifle
Architect: No Architect
Controls: No Controls

Catalog Number: PT-A840-5P-XRLED-9L45T5-MDL07-A-BKT/3212P4-.188/BKT
Notes:

Type: SP4
MHDN19-107200

3200 GATEWAY SERIES

ARCHITECTURAL POLE



DIMENSIONS 15-3/4" Ø 48" TALL | 5 YEAR WARRANTY | UL LISTED | ETL LISTED | CLICK FOR FAQ's

JOB NAME
FIXTURE TYPE
MEMO

BUILD A PART NUMBER

ORDERING EXAMPLE: 3214P4-.188-BCC-CFILPIUC-SH/BKT

Base Model	Height	Shaft	Wall Thickness	Post Center Cap	Option Burial	Option Photocell	Option Ground Fault Breaker	Option Flag Pole Holder	Option Banner Arms	Option Planter Arms	Option Sign Arms	Option Speaker Hub	Option Sign Bracket	Option Steel Wreath Hook	Finish

Model
• 32

Height
• 8 • 10 • 12 • 14 • 16

Shaft
• T4: 4"-3" Tapered Smooth
• P4: 4"-4" Straight Smooth
• FP4: 4" Straight Fluted
*Not available in 250 mil.

Wall Thickness
• .188: 3/16" Wall Thickness
• .250: 1/4" Wall Thickness

Post Center Cap (if required) (Click here to view post cap sheet)
• BCC • FCC • SCC • TFCC
• SSCC • RCC • PCC

Options (Click here to view accessories sheet)
• OB4 Direct Burial mounting style pole, with 4' direct burial section (or advise other length)
• HXB Helix Base mounting style pole
• PCD Electronic Button Photocontrol, mounted on an access door (120v-277v)
• PCD4 Electronic Button Photocontrol, mounted on an access door (480v)
• GFI IUC 15 Amp duplex GFCI receptacles with a standard in-use cover
• GFI LPIUC 15 Amp duplex GFCI receptacles with a low-profile in-use cover
• GFB Remote Ground Fault Breaker installed in pole base (for use with NON-GFCI receptacles)
• FH Cast Aluminum flag holder mount, for use with 1" diameter flag pole
• SBA Single Banner Arm, "PM" style mount
• DBA Double Banner Arms, "PM" style mount
• SBAR Single Banner Arm and Ring, for triangle banners, "PM" style mount
• HSBA Single Banner Arm, HUB mount style mount
• HDBA Double Banner Arms, HUB mount style mount
• BDBA6 Double Banner Arms, Break-Away style, to break with 60MPH wind gust
• BDBA Double Banner Arms, Break-Away style, to break with 90MPH wind gust
• CASBA Single Banner Arm, Clamp-Style mount, for 4" diameter poles
• CADBA Double Banner Arms at 180°, Clamp-Style mount, for 4" diameter poles
• DHPA Double Hoohed Planter Arm
• SHPA Single Hoohed Planter Arm
• DSPA Double Stepped Planter Arm
• SSPA Single Stepped Planter Arm
• PAATB Cast aluminum decorative planter arm
• SA7B Small cast aluminum decorative sign arm, with 24" long channel for blade sign by others
• SA47B Large cast aluminum decorative sign arm, with 24" long channel for blade sign by others
• SABA Banner arm style sign arm, with 24" long channel for blade sign by others
• SH Female threaded speaker hub, advise thread size
• SB Sign Bracket, vertically mounted on pole shaft
• WHK Steel wreath hook

Finish
Standard Finishes² (Click here to view paint finish sheet)
BKT Black Textured
WHT White Textured
PGT Park Green Textured
• ABZT Architectural Medium Bronze Textured
• DBT Dark Bronze Textured
¹ Smooth finishes are available upon request.

Sternberg Select Finishes
• VC Old Iron
• SI Old Iron
• OWGT Old World Gray Textured

Standard Urban Finishes (Click here to view paint finish sheet)
• UGMT Gun Metal Textured
• UGM Gun Metal Matte
• UBT Urban Bronze Textured
• UB Urban Bronze Matte
• ULBT Urban Light Bronze Textured
• ULB Urban Light Bronze Matte
• USLT Urban Silver Textured
• USL Urban Silver Matte
• UWHT Urban White Textured
• UWH Urban White Matte
• UCHS Urban Champagne Satin Smooth

Custom Finishes³
• CM Custom Match
• OI Old Iron
• RT Rust
• WBR Weathered Brown
• CD Cedar
• WBK Weathered Black
• TT Two Tone
³Custom colors require upcharge.

See next page

SternbergLighting
ESTABLISHED 1923 / EMPLOYEE OWNED

800-621-3376
555 Lawrence Ave., Roselle, IL 60172
info@sternberglighting.com
www.sternberglighting.com

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A840-VCOB OLD TOWN SERIES

LED

EPA 1.06 (ft²) | WEIGHT 92 LBS | 7 YEAR WARRANTY | LUMEN RANGE 3,930 to 7,710 | LIFE SPAN L70 MINIMUM 100,000 HOURS | UL LISTED | CLICK FOR FAQ's

JOB NAME RIFLE DOWNTOWN
FIXTURE TYPE PT-A840-5P-VCOB-4L-40TS
MEMO MDL05-A-BKT/3212P4-.188/BKT

BUILD A PART NUMBER

ORDERING EXAMPLE: PT-A840-5P-VCOB-4L40TS-MDL03-A-PEC-FHD/42I2FP4-188/BKT

Mounting Config.	Fixture	Fitter	LED	CCT	Distribution Type	Driver	Lens	Option Control Receptacle	Option Control	Option Fuse	Option Decorative Ring	Option GFI	Option Terminal Block	Option House Side Shield	Arm See Sect. 4/pec/Guide	Pole See Pole Spec Sheet/Guide	Finish
PT	A840	5P	VCOB-4L	40KT	TS	MDL03	A									3212P	BKT

Mounting Configuration (Click here to link to mounting configuration specification page)
• IW • 2A • 3A90 • 1AM
• PT • 2A90 • 3APT • 2AM
• IA • 2APT • 4A • 450PB
• 1APT • 3A • 4APT

W = Wall Mount; PT = Post Top. A = Arm Mount. AM = Arm Mid-Mount. PB = Pier Base

Fixture
• A840 • A840SR

Fitter
• 5P¹ • 99¹ • 995¹ • OL3
• 73 • 992¹ • BD4 • OL4
• 74 • 993¹ • BD5 • SB8
• 990¹ • 994¹ • BD7 • C2097²⁻³

¹ Add "I" after fitter designation for optional "Twist-lock" fitter.
² Consult factory for use on concrete poles.

LED
• VCOB-4L

CCT - Color Temperature (K)
• 27(00) • 30(00) • 40(00) • 50(00)

Distribution Type
• TS (Symmetric) • TA (Asymmetric)

Driver
• MDL02 (120V-277V, 250mA)
• MDL03 (120V-277V, 350mA)
• MDL05 (120V-277V, 500mA)
• MDH02 (347V-480V, 250mA)
• MDH03 (347V-480V, 350mA)
• MDH05 (347V-480V, 500mA)

Lens
• A (Textured Acrylic)
• P (Textured Poly)
• WA (White Textured Acrylic)
• WP (White Textured Poly)

Options (Click here to view accessories sheet)
• R¹ 3-Pin control receptacle only
• R5¹ 5-Pin control receptacle only
• R7¹ 7-Pin control receptacle only
• PE¹ Twist-Lock Photocontrol (120v-277v)
• PE3¹ Twist-Lock Photocontrol (347v)
• PE4¹ Twist-Lock Photocontrol (480v)
• SC¹ Shorting Cap
• PEC Electronic Button Photocontrol (120v-277v)
• PEC4 Electronic Button Photocontrol (480v)
• FHD² Double Fuse and Holder
• PBDP² Perforated Brass Decorative Ring
• GFI² 15A Duplex GFI for Utility Fitter
• TB² Terminal Block
• HSS 120° House Side Shield
¹ For 900 series utility fitter only.
² Requires concol receptacle.
³ Ships loose for installation in base.
⁴ Standard is polished, for painted ring specify PBDR-P.
⁵ For use with "TA" distribution type only.

Arm (Click here to link to arm specification page)
See Arms & Wall Brackets specification sheets.
•78 •55 •579 •80 •6236 •TASCR

Pole (Click here to link to pole specification page)
See Pole specification sheets.

Finish (Click here to view paint finish sheet)
Standard Finishes⁶
• BKT Black Textured
• WHT White Textured
• PGT Park Green Textured
• ABZT Architectural Medium Bronze Textured
• DBT Dark Bronze Textured
⁶Smooth finishes are available upon request.

Custom Finishes⁶
• OI Old Iron
• RT Rust
• WBR Weathered Brown
• CD Cedar
• WBK Weathered Black
• TT Two Tone
⁶Custom colors require upcharge.

Sternberg Select Finishes
• VG Verde Green
• SI Swedish Iron
• OWGT Old World Gray Textured

Specifications

Fixture
The fixture shall be 14-1/4" in diameter and 37-3/4" tall. Acorn will be made of vandal resistant, clear textured polycarbonate or dent resistant (DR) clear textured acrylic. White textured is also available. The fixture is available in a solid roof (A840SR) for added distinction and reduced up-light. The solid roof will be made of spun aluminum and securely affixed to the top of the acorn. The optional perforated brass decorative ring (PBDR) is available in polished brass or painted finish. The 2-1/4" wide brass filigree allows light transfer through the decorative openings. The Luminaire shall be UL listed in US and Canada.

Fitter - Standard
The fitter shall be heavy wall cast aluminum, 356 alloy for high tensile strength. It shall have an 8-1/2" inside diameter opening to attach to the 8" neck of the acorn globe. When ordered with a Sternberg aluminum pole, the fitter shall be welded to the pole top or tenon for safety and to ensure the fixture will be plumb, secure and level over the life of the installation. The fitter shall have a one-piece ring bug gasket to resist insect penetration into lamp assembly.

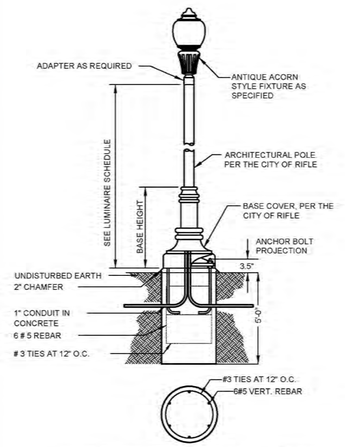
900 Series Utility Fitter Option
The fitter shall be heavy wall cast aluminum, 360 die cast alloy for high tensile strength. It shall have a 9- 1/4" inside diameter opening to attach to the 8" neck of the acorn globe. It shall have a hinged, tool-less entry door that provides open access to all of the components. The 900 shall have an optional terminal bloch for ease of wiring, an optional Twist-Lock Photocell receptacle, an optional single GFCI outlet for auxiliary power needs. The top mounted driver mounting plate shall be cast aluminum and provide tool-less removal from the housing using 2 finger latches. When ordered with a Sternberg aluminum pole, the fitter shall be set screwed to the pole top or tenon. The fitter shall have a one-piece ring bug gasket to resist insect penetration into lamp assembly. When supplied with GFI receptacle a hole will be provided for cord and plug installation with

See next page

SternbergLighting
ESTABLISHED 1923 / EMPLOYEE OWNED

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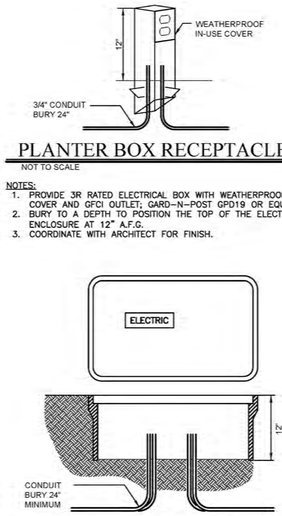


ACORN - POLE BASE DETAIL

NOT TO SCALE

NOTES:
1. DIMENSION FOR ANCHOR BOLT SPACING BY POLE MANUFACTURER.
2. CONTRACTOR SHALL INSTALL A FUSE AND WEATHERPROOF FUSEHOLDER AT EACH POLE BASE.
3. BASE HOLE SHALL BE DRILLED INTO NATURAL, UNDISTURBED SOIL OR PROPERLY COMPACTED FILL.

Type 1 Street Light
(typical along sidewalks)



PLANTER BOX RECEPTACLE

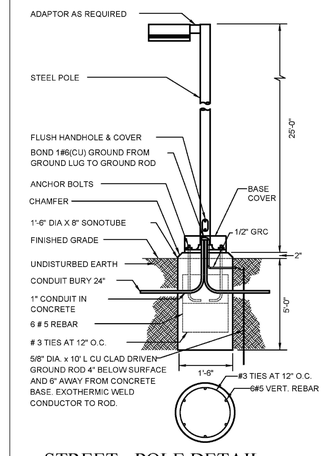
NOT TO SCALE

NOTES:
1. PROVIDE 3R RATED ELECTRICAL BOX WITH WEATHERPROOF IN USE COVER AND GFCI OUTLET; GARD-N-POST GPD19 OR EQUIVALENT.
2. BURY TO A DEPTH TO POSITION THE TOP OF THE ELECTRICAL ENCLOSURE AT 12" A.F.G.
3. COORDINATE WITH ARCHITECT FOR FINISH.

ELECTRICAL SPLICE BOXES

NOT TO SCALE

NOTES:
1. SPLICE BOX SHALL BE A COMPOSITE BOX WITH OPEN BASE AND HEAVY DUTY/TRAFFIC RATED COVER LABELED ELECTRIC.



STREET - POLE DETAIL

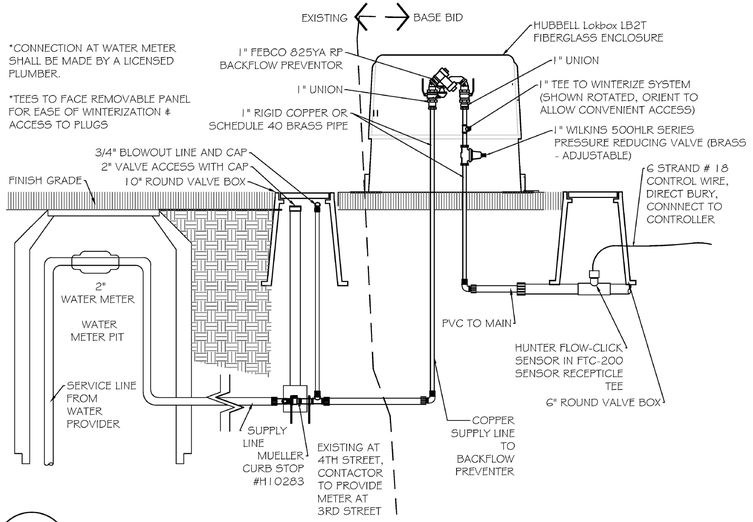
NOT TO SCALE

NOTES:
1. DIMENSION FOR ANCHOR BOLT SPACING BY POLE MANUFACTURER.
2. CONTRACTOR SHALL INSTALL A FUSE AND WEATHERPROOF FUSEHOLDER AT EACH POLE BASE.
3. CONTRACTOR SHALL ENSURE TOP OF POLE FOUNDATION IS FLUSH TO THE FINISHED HARDSCAPE. IF IN LANDSCAPED AREA ENSURE TOP OF FOUNDATION IS 2" MINIMUM ABOVE ADJACENT FINISHED GRADE.
4. BASE HOLE SHALL BE DRILLED INTO NATURAL, UNDISTURBED SOIL OR PROPERLY COMPACTED FILL.

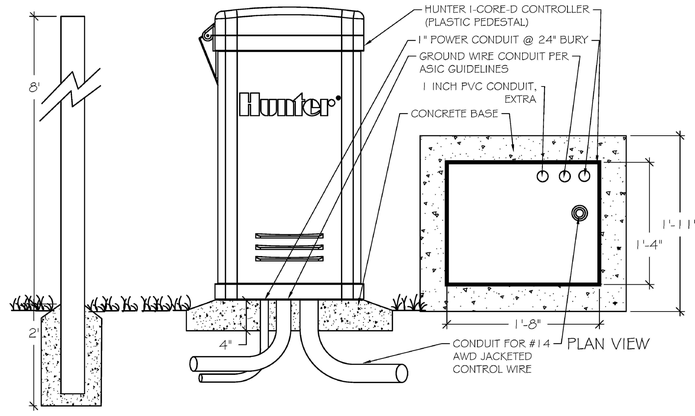
Type 2 Street Light
(typical at Intersections)

1/12/26

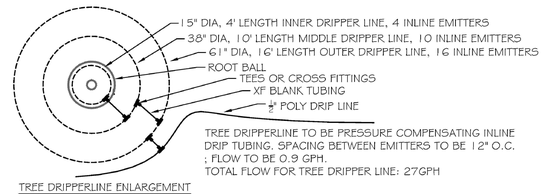
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Creation Date: 11/2022 Initials: EB	R-X	This Drawing Not Valid Unless Latest Revision Initials Are Handwritten						Original Drawing Preparation			As Constructed			COLORADO RIVER ENGINEERING INCORPORATED PO Box 1301 Rifle, CO 81650 Tel 970-625-4933	COLORADO LICENSED ERIC BRYNILDSON 1/12/26 45306 PROFESSIONAL ENGINEER	Project No. / Code: 25923	Sheet Title: Details Lighting	Sheet No: 19
Last Modification Date: 1/12/26 Initials: EB	R-X	No.	By	Date	Approved	Date	Description																
Full Path: M:\Land Projects R2\1231-Park & Ride, Larner Development\dwg	R-X	1	EB	1/25			Street light Type 1 & 2 labels added	Drawn	EB	11/2022	No Revisions:					Permit No.		Sheet Subset: of 28
Drawing File Name: Details.dwg	R-X							Checked			Revised:					Park & Ride, Larner Development	File: M:\Land Projects R2\1231-Park & Ride, Larner Development\dwg\Details.dwg	
ACAD Ver. 2024 Scale: Based on 24" x 36" plots Units: English	R-X							Approved			Revised By:							
								Client Approved			Void:					Sheet Subset: Civil Engineer		



A / I-3 IRRIGATION CONNECTION AND BACKFLOW PREVENTER
NOT TO SCALE

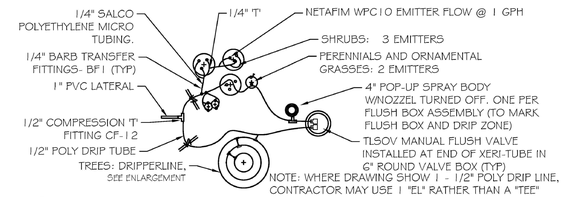


B / I-3 I-CORE 2-D CONTROLLER W/PLASTIC PEDESTAL
NOT TO SCALE

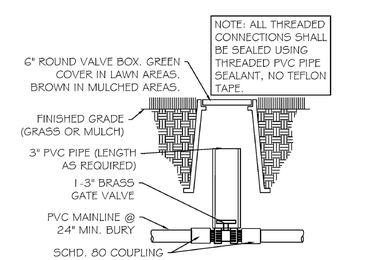


TREE DRIPPERLINE ENLARGEMENT

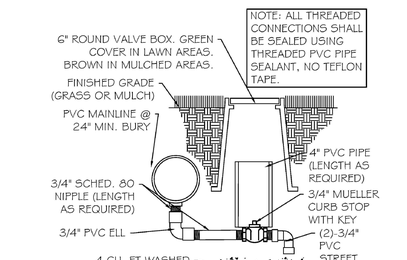
TUBING PLACEMENT AND LIMITS	EMITTER PLACEMENT	FLUSHBOX LOCATION
1/2" DISTRIBUTION TUBE: MAX. 200 GPH PER LENGTH (200 EMITTERS) LESS 27 GPH PER TREE. MAX. 200' LENGTH. EACH BRANCH TO END WITH FLUSH CAP IN 6" ROUND VALVE BOX. 1/4" DISTRIBUTION TUBE: MAX. 12 GPH PER LENGTH (12 EMITTERS). MAX. 10' LENGTH. CONNECTION WITH 1/2" TUBE TO BE 1/4" COUPLER, NOT PC DRIPPER. ALL TUBING TO BE PLACED BELOW WEED CONTROL FABRIC (WHERE FABRIC OCCURS). TUBING TO BE STAKED AT EMITTER AND AT MAX 5' INTERVALS WITH MIN. 8" STAPLES. 1/4" TUBING TO BE SALCO POLYETHYLENE MICRO TUBING.	ALL EMITTERS ARE TO BE PLACED AND STAKED AT PERIMETER OF ROOT BALL. EVENLY SPACE EMITTERS AROUND ROOT BALL PERENNIALS AND ORNAMENTAL GRASSES: TWO (2) PC DRIPPERS PER PLANT SHRUBS: THREE(3) PC DRIPPERS PER PLANT TREES: 3 DRIPPER LINE RINGS:7-1/2", 19" & 30" FROM CENTER OF ROOTBALL, TUBE IS TECHLINE CV, 12" DRIPPER SPACING, 0.9 GPH INLINE EMITTERS, 27 GPH PER TREE	MINIMIZE NUMBER OF FLUSH BOXES. LOCATE ADJACENT TO WALKS OR DRIVES FOR MAINTENANCE ACCESS. INSTALL 1800 SPRAY W/NOZZLE CLOSED. SPRAY HEAD IS TO INDICATE WHEN ZONE IS ON AND LOCATION OF FLUSH BOX.



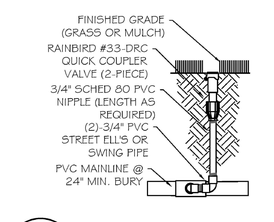
G / I-3 NETAFIM PC DRIPPER EMITTER LAYOUT - 1 GPH EMITTER
NOT TO SCALE



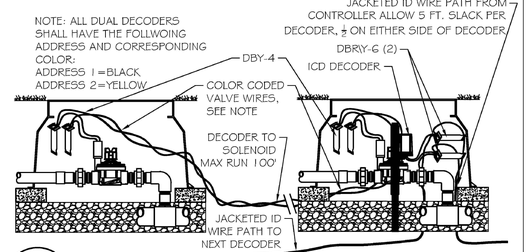
C / I-3 ISOLATION VALVE (TYP 1-3" LINE)
NOT TO SCALE



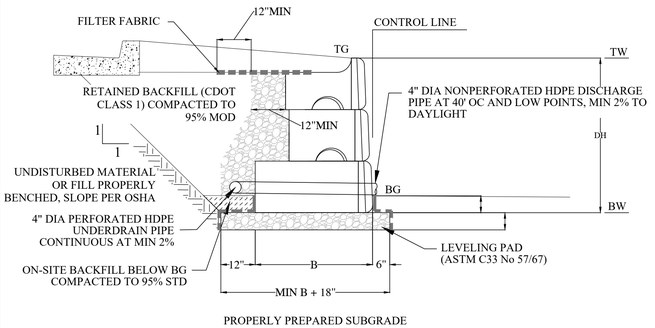
D / I-3 MANUAL DRAIN VALVE (TYP)
NOT TO SCALE



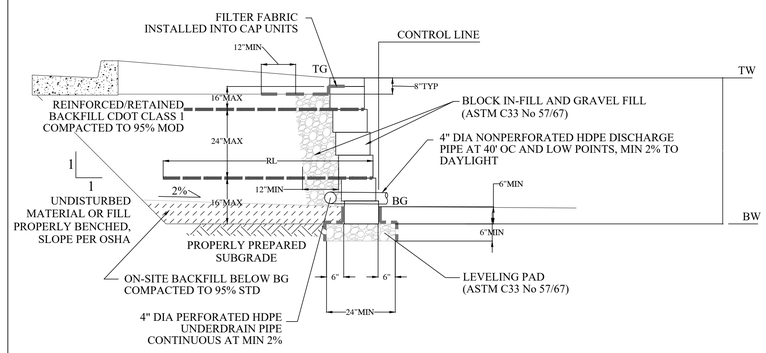
E / I-3 QUICK COUPLER VALVE
NOT TO SCALE



F / I-2 HUNTER DUAL DECODER
NOT TO SCALE



W1 / TYPICAL PMB WALL SECTION
NTS



W2 / TYPICAL MSE WALL SECTION
NTS

1/12/26

Computer File Information		
Creation Date: 11/2022	Initials: EB	
Last Modification Date: 1/12/26	Initials: EB	
Full Path: M:\Land Projects R2\1231-Park & Ride, Larner Development\dwg		
Drawing File Name: Details.dwg		
ACAD Ver. 2024	Scale: Based on 24" x 36" plots	Units: English

R-X

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No.	By	Date	Approved	Date	Description
1	EB	1/25			Retaining wall typical cross section details added

Original Drawing Preparation	By	Date
Drawn	EB	11/2022
Checked		
Approved		
Client Approved		

As Constructed	By	Date
No Revisions:		
Revised:		
Revised By:		
Void:		

COLORADO RIVER ENGINEERING INCORPORATED
PO Box 1301
Rifle, CO 81650
Tel 970-625-4933

COLORADO LICENSED PROFESSIONAL ENGINEER 45306 1/12/26

Project No. / Code: 25923	Sheet Title: Details Irrigation & Retaining Wall
Permit No.	Sheet No: 20
Park & Ride, Larner Development	Sheet Subset: of 28
Sheet Subset: Civil Engineer	File: M:\Land Projects R2\1231-Park & Ride, Larner Development\dwg\Details.dwg

All items are installed in place.

ITEM NO.	SPEC.	DESCRIPTION	UNITS	Est Qty	UNIT PRICE ($)	AMOUNT	SUB-TOTAL
100 Site Preparation, Grading, & Revegetation							
101		Mobilization	LS	1			
102		Stormwater Management Plan: Permitting, Implementation, BMP's & maintenance throughout construction	EA	1			
103		Silt Fence	LF	1,275			
104		Clearing & Grubbing topsoil, replace on top surface	AC	6.1			
105		Remove existing asphalt, saw cut edges	SF	59,706			
106		Earthwork: Cut	CY	6,555			
107		Earthwork: Fill	CY	16,822			
108		Import Fill from City Pit	CY	10,922			
109		Revegetation: Hydroseed with approved seed mix, application rate, straw mulch, and tackifier	AC	3.8			
110		Erosion Control Blanket & Revegetation	SY	850			
					TOTAL SITE PREPARATION & GRADING		
200 Sewer							
201		Sewer Main: 8" PVC SDR-35	LF	61			
202		Sewer Manhole: 48" dia Concrete with Cast Iron Rim	EA	1			
203		Existing Manhole Rim Adjustments with grade rings	EA	2			
204		Sewer Services: 6" PVC SDR-35, lengths per plan, install cap, extend tracer wire to surface and mark with wood 4"x 4" post painted green, 3 each	LF	190			
						TOTAL SEWER	
300 Water							
301		8" PVC C900, Class 305-psi (DR-14) Water Main	LF	1,157			
302		8" Gate Valve	EA	5			
303		8" 45-deg elbow	EA	6			
304		8" Tee	EA	2			
305		8" x 6" Tee	EA	7			
306		Fire Hydrant	LS	3			
307		Relocate Existing Fire Hydrant	EA	1			
308		6" Gate Valve	EA	8			
309		6" PVC C900 Class 305-PSI for water services & Hydrants	LF	135			
310		6" Cap & Thrust Block	EA	1			
		2" Water Service	EA	138			
311		Insulation at storm crossing: 4" thickness on top and sides of pipe	EA	3			
						TOTAL WATER	
400 Storm Drain							
401		Concrete Inlet with grate, Type 1 (single)	EA	3			
402		Concrete Inlet with grate, Type 2 (Double)	EA	2			
403		Concrete Manhole	EA	2			
404		Cut existing concrete inlet for new 12" ADS connection	EA	1			
405		12" ADS N-12	LF	90			
406		12" Reinforced Concrete Pipe	LF	40			
407		15" Reinforced Concrete Pipe	LF	250			
408		15" FES for Concrete Pipe	EA	2			
409		18" ADS N-12	LF	100			
410		24" ADS N-12	LF	249			
411		30" ADS N-12	LF	176			
412		18" ADS Cap	EA	1			
413		18" Flared End Section, ADS	EA	1			
414		30" Flared End Section (4 for Steel Pipe, 1 for ADS)	EA	5			
415		30" Steel Pipe Crossing RR Tracks	LF	350			
416		Drainage Swale, 1.5' depth, 3H:1V sides	LF	351			
417		Rip-rap Channel with bedding & liner	SF	1,245			
418		Concrete drainage channel	SF	200			
419		Saw cut and remove existing 18" CMP, ± 140-l.f.	LS	1			
420		Saw cut and remove existing 24" ADS, 35-l.f.	LS	1			
						TOTAL STORM DRAIN	

500 Roadway							
501		Asphalt: 6" Depth (48,216-sq ft)	TON	1,906			
502		Asphalt: 3" Depth (70,981-sq ft)	TON	1,403			
503		Road Base beneath asphalt: CDOT Class 6	TON	5,216			
504		Road Base beneath concrete sidewalk (4" depth)	TON	513			
505		Sub-Base: CDOT Class 3 Pit Run	TON	3,839			
506		Concrete Sidewalk: 4" thick Class D with Fibermesh	SF	22,882			
507		Concrete Curb & Gutter: 6" VC & 12" gutter (Both spill & catch)	LF	4,173			
508		Concrete Fillets & Drainage Pans, 6" thick (#5 rebar @ 12" o.c.)	SF	2,856			
509		Cast Iron Landing mats	EA	16			
510		Muck Excavation: Excavation & Export of muck & replace with Class 3 Pit Run	TON	200			
						TOTAL ROADWAY	
600 Signage & Striping							
601		Stop Sign w/ Street Name	EA	5			
602		One Way Do Not Enter Sign	EA	2			
603		Pedestrian Signs	EA	2			
604		No Parking Signs	EA	8			
605		ADA Parking Signs	EA	6			
606		Relocate Speed Limit Signs	EA	2			
607		Relocate Highway Notifications Sign	EA	1			
608		MODIFIED EPOXY PAVEMENT MARKING	GAL	100			
609		PREFORMED PLASTIC PAVEMENT MARKING (60 MIL) (WORD- SYMBOL)	SF	324			
610		PREFORMED PLASTIC PAVEMENT MARKING (60 MIL) (XWALK-STOP LINE)	SF	1,168			
						TOTAL SIGNAGE & STRIPING	
700 MISC							
701		Traffic Control	LS	1			
702		Surveys: Construction Staking	LS	1			
703		Conduit at future Traffic Signal	LF	740			
704		Shallow utility trench & conduit	LF	3,220			
705		Electrical Pullbox	EA	8			
706		Street Light Bases, Type 1: sonotube, conduit, rebar, concrete and mounting bolts	EA	32			
707		Street Light Bases, Type 2: sonotube, conduit, rebar, concrete and mounting bolts	EA	8			
708		Landscaping & Irrigation	LS	1			
709		Treewells and Trees	EA	40			
710		Adjust Electrical Vault Rim Elevation	EA	1			
711		Change to Traffic Rated Lids on Communication Boxes	EA	2			
712		Fence along southern boundary	LF	860			
713		Retaining Wall, Design Build	SF	1,742			
						TOTAL MISC	

1/12/26

Computer File Information

Creation Date: 11/2022 Initials: EB
Last Modification Date: 1/12/26 Initials: EB
Full Path: M:\Land Projects R2\1231-Park & Ride, Larner Development\dwg
Drawing File Name: Details.dwg
ACAD Ver. 2024 Scale: Based on 24" x 36" plots Units: English

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No.	By	Date	Approved	Date	Description
1	EB	1/25			Quantity updates

Original Drawing Preparation

	By	Date
Drawn	EB	11/2022
Checked		
Approved		
Client Approved		

As Constructed

	By	Date
No Revisions:		
Revised:		
Revised By:		
Void:		

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PO Box 1301
Rifle, CO 81650
Tel 970-625-4933

COLORADO LICENSED 1/12/26 45306 ERIC BRYNILDSON PROFESSIONAL ENGINEER

Project No. / Code: 25923
Permit No.
Park & Ride, Larner Development
Sheet Subset: Civil Engineer

Sheet Title: Summary of Quantities
File: M:\Land Projects R2\1231-Park & Ride, Larner Development\dwg\Details.dwg

Sheet No: 21
Sheet Subset: of 28

TO ESTABLISH GEOMETRIC CONTROL FOR THE CONSTRUCTION OF THIS PROJECT, THE DEPARTMENT HAS PROVIDED THE FOLLOWING INFORMATION:

Format *

- 3D Design Modeling Electronic Files _____
- Horizontal Control _____
- Vertical Control _____
- Roadway Alignment _____
- Original Terrain Data _____
- Other: _____

* Specify the information format, ie., plan sheet, computer disk, computer printout, or other. The information marked is either contained on the plans or is available from the Engineer.

TYPE OF PROJECT

- ☐ Landscaping
- ☐ Signalization
- ☐ Safety Improvement
- ☐ Asphalt Overlay
- ☐ Concrete Overlay
- ☐ Minor Widening
- ☐ Major Reconstruction
- ☐ New Roadway Construction
- ☐ Bridge Replacement
- ☐ Bridge Widening
- ☐ New Bridge
- ☐ Other: _____

SURVEY WORK TO BE PERFORMED BY OTHERS: _____

WORK PERFORMED BY THE CONTRACTOR'S SURVEYOR UNDER SECTION 625:

- ☐ A complete passing Base Line report (completed within 6 months prior to the start of the project)
- ☐ An instrument calibration Certification (completed within 6 months prior to the start of the project)
- ☐ Establish and Maintain Project Centerline or Engineer Approved Offset Line(s)
- ☐ Verification and Maintenance of Horizontal and Vertical Control
- ☐ Verify or Determine existing grades and alignments
- ☐ Verify or Determine existing topography
- ☐ Clearing and Grubbing Limits (Section 201)
- ☐ Removal Limits (Section 202)
- ☐ Reset Items (Section 210)
- ☐ Excavation and Embankment (Section 203)
  - ☐ Excavation
    - ☐ Unclassified
    - ☐ Stripping
    - ☐ Muck
    - ☐ Rock
    - ☐ Borrow
    - ☐ Other: _____
    - ☐ Potholing
  - ☐ Embankment
  - ☐ Site Grading
  - ☐ Erosion Control (Perm)
  - ☐ Other: _____
  - ☐ As Staked Earthwork Quantities (See General Notes)

	Slope Staking (Y/N)	Grid (Y/N)	Grade (Y/N)	Special Interval
Excavation	–	–	–	–
	–	–	–	–
	–	–	–	–
	–	–	–	–
	–	–	–	–
	–	–	–	–
Embankment	–	–	–	–
	–	–	–	–
	–	–	–	–
	–	–	–	–

- ☐ Landscaping
  - ☐ Top Soil (Section 207)
  - ☐ Seeding (Section 212)
  - ☐ Mulching (Section 213)
  - ☐ Planting (Section 214)
  - ☐ Herbicide (Section 217)
  - ☐ Other: _____
- ☐ Erosion Control (Section 208)
  - ☐ Seeding (Temp)
  - ☐ Silt Fence
  - ☐ Erosion Bales
  - ☐ Erosion Logs
  - ☐ Riprap (Temp)
  - ☐ Other: _____
- ☐ Roadway Bases
  - ☐ Untreated Subgrade
  - ☐ Treated Subgrade
  - ☐ Aggregate Base Course (Section 304)
  - ☐ Reconditioning
  - ☐ PMBB – Plant Mix Bituminous Base
  - ☐ Other: _____

	Grid (Y/N)	Grade (Y/N)	Special Interval	Special Offset
Roadway Bases	–	–	–	–
	–	–	–	–
	–	–	–	–
	–	–	–	–
	–	–	–	–
	–	–	–	–

- ☐ Pavements
  - ☐ HMA – Hot Mix Asphalt (Section 403)
  - ☐ Concrete (Section 412)
  - ☐ Heating & Scarifying Treatment
  - ☐ Prime Coat, Tack Coat & Rejuvenating Agent (Section 407)
  - ☐ Seal Coat or Chip Seal (Section 409)
  - ☐ Other: _____

	Grid (Y/N)	Special Interval	Special Offset
Pavements	–	–	–
	–	–	–
	–	–	–
	–	–	–
	–	–	–
	–	–	–

- ☐ Roadway Elements
  - ☐ Curb and Gutter (Section 609)
  - ☐ Drop inlets – alignment and grades (Section 604)
  - ☐ Retaining Walls
  - ☐ Guard Rail (Section 606)
  - ☐ Sidewalk (Section 608)
  - ☐ Overlay Stationing
  - ☐ Other: _____

	Tangent Interval	Curve Interval	Special Offset
Curb & Gutter	–	–	–

	Left Interval	Center Interval	Right Interval
Stationing	–	–	–

- ☐ Riprap (Perm) (Section 506)
- ☐ Slope and Ditch Paving (Section 507)
- ☐ Minor Structures
  - ☐ Structure Excavation limits (Section 206)
  - ☐ Culverts (Section 603)
  - ☐ Culverts w/ Headwalls and Wingwalls (Section 601)
  - ☐ Concrete Box Culverts w/ Headwalls and Wingwalls
  - ☐ Pipes (Section 603)
    - ☐ Sanitary Sewer
    - ☐ Storm Sewer
    - ☐ Water
    - ☐ Irrigation
    - ☐ Miscellaneous
  - ☐ Manholes (Section 604)
  - ☐ Inlets (Section 604)
  - ☐ Permanent Water Quality BMP (Section 208)
  - ☐ Other: _____
- ☐ Major Structures – Overhead Signs (Section 614), Concrete Box Culverts, Bridges – and all other structures assigned a structure number
  - ☐ Structure Excavation limits (Section 206)
  - ☐ Concrete Box Culverts (Section 603) w/ Headwalls and Wingwalls (Section 601)
  - ☐ Piling locations and cut off elevations (Section 502)
  - ☐ Caisson locations and elevations (Section 503)
  - ☐ Footing locations, alignment, and elevations
  - ☐ Abutment/Pier locations, alignment, and elevations
  - ☐ Wingwall skew angles/offsets
  - ☐ Structural concrete form locations
  - ☐ Substructure As-constructed survey required for Bridges (Subsection 601 .12) and Overhead signs (S-614-50)
  - ☐ Bridge expansion joint(s) alignment and grade (longitudinal and transverse)
  - ☐ Deck grades at Girder 10th or "n" th point locations and elevations
  - ☐ Slope and Ditch Paving (Section 507)
  - ☐ Other: _____
- ☐ Fencing (Section 607)
  - ☐ Temporary
  - ☐ Permanent
  - ☐ Sound Barrier
  - ☐ Other: _____
- ☐ Delineators (Section 612)
  - ☐ Temporary
  - ☐ Permanent
- ☐ Lighting (Section 613) and Traffic Control Devices (Permanent) (Section 614)
  - ☐ Signal pole locations and elevations
  - ☐ Light pole locations and elevations
  - ☐ Sign locations
  - ☐ Field verify sign post locations, elevations, and lengths before fabrication.
  - ☐ Other: _____
- ☐ Pavement Marking (Section 627)
  - ☐ Striping (Temp)
  - ☐ Striping (Perm)
  - ☐ Symbols
  - ☐ Other: _____
- ☐ Temporary Lighting and Construction Traffic Control Devices (Section 630)
  - ☐ Signal pole locations and elevations (Temp)
  - ☐ Light pole locations and elevations (Temp)
  - ☐ Sign Locations (Temp)
  - ☐ Other: _____
- ☐ All Easements (Temp Staking by P.L.S. Only)
- ☐ Right of Way (Temp Staking by P.L.S. Only)

WORK PERFORMED BY THE CONTRACTOR'S SURVEYOR UNDER SECTION 629:

- ☐ Monumentation (Section 629)
  - ☐ Control
  - ☐ Right of Way
  - ☐ Land corners, Aliquot corners
  - ☐ Easements
  - ☐ Reference the specified existing monuments: ** _____
  - ☐ Replace the specified existing monuments: ** _____
  - ☐ Locate monuments. It is estimated ___ hours are required.

NOTE: All 629 items shall include adequate research, calculations, and evaluations of evidence for monuments to be set.

** A Tabulation of Survey Monuments may be provided on the plans.

GENERAL NOTES:

1. Unless indicated otherwise on this Survey Tabulation Sheet, all survey work and staking intervals shall be done in accordance with the latest edition of the CDOT Survey Manual.
2. Adequate information for establishing lines, grades, and locations for all work items have been specified on the plans. Any additional information required to stake the item or element shall be generated by the Contractor's surveyor.
3. The Contractor's surveyor shall provide an estimate of the man-hours necessary to complete the work items indicated on this sheet. A copy of this sheet, with the estimated man-hours written on the blank line to the left of the specified items, shall be submitted with the Survey Schedule to the Engineer _____ days prior to the Presurvey Conference - Construction Survey.
4. Stakes and Monuments which are damaged or destroyed by the progress of construction shall be replaced by the Contractor at no additional cost to the Department.
5. The Contractor shall furnish an As Staked (or 3D Design Modeling Electronic Files) Earthwork Quantity report to the Engineer prior to completion of twenty percent (20%) of the planned earthwork in any phase as per the CDOT Survey Manual. A printed copy of the As Staked (or 3D Design Modeling Electronic Files) Earthwork data report and a computer disk with that information on it, in the specified format shall be submitted to the Engineer. The Contractor shall field verify original ground cross sections at a maximum 500 feet intervals.
6. Prior to beginning work on any subsequent operation, such as placing base course or paving, the Contractor shall certify in writing to the Engineer that the final grade is within specified tolerance.
7. The Contractor's surveyor shall perform all field surveying and calculations necessary to tie plan grades into field grades.
8. The Contractor shall coordinate construction staking on the project with any utility work.
9. Fieldbooks shall contain daily records of points set and or measurements observed. The information recorded shall contain: date, crew members' names, point no., description, staking information, and sketches. If the survey information is collected electronically, information recorded shall be provided to the Project Engineer in a hard copy format that is intuitive, clear and related to the supplemental information recorded in the field books. All linear surveys, such as slope stakes and blue tops, shall have the station and offset information related to the measured information. Non-linear surveys such as structures staking shall have sketches relating electronic information, such as point numbers, to the sketch.
10. The Contractor's surveyor shall submit the following fieldbooks to the Engineer:
    - Horizontal Control (Primary & Secondary)
    - Vertical Control (i.e. Benchmarks)
    - Property Pin Ties
    - Horizontal Alignment
    - Grading
    - Slope Staking
    - Minor Structures
    - Major Structures
    - One fieldbook for each work category shown on this sheet
    - Other Fieldbook(s): _____
11. The Contractor's surveyor shall submit the following (prior to surveying on the project) to the Engineer:
    - All required Instrument Calibrations

1/12/26

Computer File Information		
Creation Date: 11/2022	Initials: EB	R-X
Last Modification Date: 1/12/26	Initials: EB	R-X
Full Path: M:\Land Projects R2\1231-Park & Ride, Larner Development\dwg		R-X
Drawing File Name: Park & Ride Development Design.dwg		R-X
ACAD Ver. 2024 Scale: Based on 24" x 36" plots Units: English		R-X

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No.	By	Date	Approved	Date	Description
1	EB	3/2025			Changes per CDOT review
2					
3					
4					
5					

Original Drawing Preparation	By	Date
Drawn	EB	11/2022
Checked		
Approved		
Client Approved		

As Constructed	By	Date
No Revisions:		
Revised:		
Revised By:		
Void:		

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COLORADO LICENSED ERIC KREYNBEEN 1/12/26 45306 PROFESSIONAL ENGINEER

Project No. / Code: 25923	
Permit No.	
Park & Ride, Larner Development	
Sheet Subset: Civil Engineer	

Sheet Title: Survey Tabulation Sheet

Sheet No: 22

Sheet Subset: of 28

File: M:\Land Projects R2\1231-Park & Ride, Larner Development\dwg\Park & Ride Development Design.dwg

1. SITE DESCRIPTION

The Contractor shall comply with all CDOT contractual requirements, and all requirements associated with the CDPS-SCP on this project. The SWMP Administrator for Construction shall update the SWMP to reflect current project site conditions.

A. PROJECT SITE LOCATION:

The proposed Park-N-Ride project is located in Rifle CO, coordinates 39.31452°, -107.47108°, from Park Avenue to Railroad Avenue and from Centennial Parkway. Improvements are planned for Centennial Parkway and a southern extension of West and Park Avenues, that will connect to Railroad Avenue with a Park Loop.

Location or address of construction office: TBD

B. PROJECT SITE DESCRIPTION:

The project will consist of:

- Pavement milling and removal
- Removal of concrete, vegetation, etc.
- Excavation
- Utility relocation and installation
- Grading and placement/compaction of fills
- Concrete placement
- Paving, striping, and sign placement
- Landscaping, seeding and other resets

After completion of work, the disturbed areas will be returned to pre-disturbance conditions, hard-surfaced, or revegetated.

C. PROPOSED SCHEDULE FOR SEQUENCE FOR MAJOR CONSTRUCTION ACTIVITIES:

Stabilize all areas that are not paved or landscaped through establishment of vegetation cover.

A general sequence of events is given below. The actual sequencing will depend on the contractor's means and methods:

- N.O.I.
- Establishment of construction limits
- Installation of vehicle tracking control
- Clearing, grubbing, and demolition
- Relocation of utilities
- Grading
- Installation of road corridor to consist of road base, concrete and asphalt
- Finishing and restoration of construction area
- N.O.T./permit closeout

D. ACRES OF DISTURBANCE:

1. Total area of construction site (LOC (PERMITTED AREA)): 9.19 acres
2. Total area of proposed disturbance (LDA): 9.19 acres
3. Total area of seeding: 5.8 acres
4. Total area of pre-project impervious surface: 67,240 sq. ft.
5. Total area of final impervious surface: 153,044 sq. ft.

E. EXISTING SOIL DATA:

The following soil type and hydrologic soil group was listed for the project area on the NRCS Web Soil Survey (WSS), The K factor indicates the susceptibility of a soil to sheet and rill erosion by water. K values range from 0.02 to 0.69. With other factors being equal, the higher the K factor, the more susceptible the soil is to sheet and rill erosion by water.

- Arvada Loam, 1 to 6 percent slopes, Hydrologic Soil Group C, K factor = 0.32

Data Source(s): NRCS Web Soil Survey

F. EXISTING VEGETATION, INCLUDING PERCENT OF VEGETATIVE COVER:

During design, the SWMP Administrator for Design in consultation with the Engineer will determine if the SWMP Administrator for Design or the SWMP Administrator for Construction will conduct the Vegetation Transects. If the site is disturbed, an Adequate Reference Site(s) may be utilized, refer to the permit.

The ground coverage of native vegetation is 10%. The native vegetation consists of small amounts of brush (eg. rabbit brush) and native grasses. This coverage will also apply to reseeding any areas that are disturbed during construction activities as a "finishing component" of erosion control measures.
Data Source(s): CDPHE Colorado Discharge Permit System (CDPS) COR400000

Pre-Construction Date of survey: 6/14/2024 Percent Existing Vegetative Cover: ~50%
Description of existing vegetation: Native vegetation, some weeds, trees
Method for determining percent vegetative cover: Visual inspection
Include a map or table showing transect locations, photos documenting pre-Construction vegetative cover, and methodology used to determine existing vegetative cover to SWMP tab 17:

See sheet 5 for the existing conditions.

Post-Construction Date of survey: _____ Percent Vegetative Cover: _____
Description of vegetation:
The method used to determine pre-construction percent cover shall be used to determine post construction percent cover.
Include map or table showing transect locations, photos documenting post-Construction vegetative cover, and methodology used to determine existing vegetative cover to SWMP tab 17:

G. POTENTIAL POLLUTANTS SOURCES:

Refer to Potential Pollutant Sources in SWMP Section 4A. The SWMP Administrator for Construction shall prepare a list of all potential pollutants and their locations in accordance with subsection 107.25.

H. DRAINAGE PATTERNS AND RECEIVING WATER(S):

1. Description of drainage patterns from the Site:
Stormwater is conveyed into the City of Rifle storm sewer system via storm drains and 30" RCP pipe for 3rd and Railroad Avenue as well as 24" ADS pipe for Centennial Parkway/Highway 6 in addition to an existing 24" CMP pipe crossing Centennial Parkway at the Railroad Avenue intersection. For Basin CR1 the Park & Ride/Larner Development project will increase impervious area and increase storm flows to the already undersized 24-inch diameter culvert at the UPRR Railroad crossing. Two 30-inch diameter culverts are proposed to be routed from a new storm water quality pond, crossing beneath the UPRR Railroad, to the Colorado River. Basin CR2 is reduced in area and continues to utilize the existing 18-inch diameter culvert crossing the UPRR Railroad. Basin RC1, which is primarily offsite, has been modified to include an additional portion of the Park & Ride project. This basin is routed through a storm water quality swale prior to discharging to Rifle Creek, matching historical flow patterns.
2. Names of immediate and ultimate receiving water(s) on site:
The City of Rifle storm sewer system discharges to the Colorado River south of the worksite. The worksite also discharges into Rifle Creek after being routed through a storm water quality swale.
3. Description of all stream crossings located within the Construction Site Boundary:
There are no known stream crossings within the construction site boundary.

Location	Stream Name	Description Of Any Disturbed Upland Areas
None	N/A	N/A

I. ALLOWABLE NON-STORMWATER DISCHARGES:

No non-stormwater discharges are anticipated for this project, and none are allowed without proper approval and permitting.

Discharge Description	Site Map #	Method Statement (Location)
Uncontaminated Springs		
Concrete Washout Water (in-ground washout structure)#		
Landscape Irrigation Return Flows		
Discharges from Diversions of State Waters		
Emergency Fire Fighting		

#Concrete washout water associated with the washing of concrete tools and concrete mixer chutes can be discharged to the ground if site is managed accordingly to prevent the water from leaving the site as surface runoff or reaching receiving waters.

J. DIVERSION CRITERIA:

1. Is a diversion planned for the Site? NO
2. If yes, complete information below:
   a. What is the 2-year peak flow for the waterway being diverted (cubic feet per second)?
   b. What are the monthly averages if available? (provide averages for Jan- Dec if available)
   c. What is the upstream contributing drainage area and imperviousness?
   d. A method statement must be prepared by the Contractor and approved by CDOT for each diversion. Diversion structures must minimize soil transport and erosion within the entire diversion, minimize erosion during discharge, and minimize run-on into the diversion and meet the conditions in the SCP.
   e. If the conditions in the SCP cannot be met and an alternative is required, CDOT must approve the alternative and then it must be submitted and approved by CDPHE's Water Quality Control Division prior to implementation.

K. ALTERNATIVE TEMPORARY STABILIZATION SCHEDULE:

[If applicable, provide a description of the alternative temporary stabilization schedule. If temporary stabilization exceeds the 14-day schedule, then the SWMP must document the constraints necessitating the alternative schedule, provide the alternative
schedule, and identify all the locations where the alternative schedule is applicable on the site map.
Alternative temporary stabilization schedules must be approved by CDOT prior to implementation]

2. SITE MAP COMPONENTS:

Pre-construction

A. PROJECT CONSTRUCTION POTENTIAL SITE BOUNDARIES:
See sheet 4

B. FLOW ARROWS THAT DEPICT STORMWATER FLOW DIRECTIONS ON-SITE, RUN-ON AND RUNOFF DIRECTION:
See sheet 4

C. ALL AREAS OF GROUND SURFACE DISTURBANCE:
See sheet 4

D. AREAS OF CUT AND FILL:
Reference plan set

E. AREAS USED FOR STORING AND STOCKPILING OF MATERIALS, STAGING AREAS (field trailer, fueling, etc.) and LOCATIONS OF ALL WASTE ACCUMULATION and BATCH PLANTS INCLUDING MASONRY MIXING STATIONS:
See sheet 4

F. LOCATION OF ALL STRUCTURAL CONTROL MEASURES IDENTIFIED IN THE SWMP:
See sheet 4

G. LOCATION OF NON-STRUCTURAL CONTROL MEASURES AS APPLICABLE IN THE SWMP:
See sheet 4

H. SPRINGS, STREAMS, WETLANDS, DIVERSIONS, AND OTHER STATE WATERS, INCLUDING AREAS THAT REQUIRE PRE-EXISTING VEGETATION BE MAINTAINED WITHIN 50 FEET OF A RECEIVING WATER:
None

I. LOCATIONS OF ALL STREAM CROSSING LOCATED WITHIN THE CONSTRUCTION SITE BOUNDARY:
None

J. PROTECTION OF TREES, SHRUBS, SENSITIVE HABITAT, AND CULTURAL RESOURCES:
None

K. LOCATIONS WHERE ALTERNATIVE TEMPORARY STABILIZATION SCHEDULES APPLY:
None

3. QUALIFIED STORMWATER MANAGERS:

A. SWMP ADMINISTRATOR FOR DESIGN:

CDOT Certified Individual responsible for developing SWMP Plan Sheets and SWMP Site Maps during the design phase.

To be completed by City and contractor after award of project.

Name/Title	Contact Information	Certification #
Will Harmon	Will.harmon@kljeng.com	4CC380E5

B. SWMP ADMINISTRATOR FOR CONSTRUCTION: (As defined in Section 208) The Contractor shall designate a SWMP Administrator for Construction upon accepting co-permittee of the permit. The SWMP Administrator for Construction shall become the operator for the SWMP and assume responsibility for all design changes to the SWMP implementation and maintenance in accordance to 208.03, the SWMP shall remain the property of CDOT. The SWMP Administrator for Construction shall be responsible for implementing, maintaining and revising SWMP, including the title and contact information. The activities and responsibilities of the SWMP Administrator for Construction shall address all aspects of the project's SWMP. (Update the information below for each new SWMP Administrator for Construction) (A copy of TECS Certification must be included in the SWMP.)

To be completed by City and contractor after award of project.

Name/Title	Contact Information (phone & email)	Certification #	Start Date	Engineer Approval

C. EROSION CONTROL INSPECTOR: (As defined in Section 208) The Contractor may designate an Erosion Control Inspector. The Erosion Control Inspector shall complete duties in accordance with subsection 208.03 (c) (Copy of TECS Certification must also be included in the SWMP.)

To be completed by City and contractor after award of project.

Name/Title	Contact Information (phone & email)	TECS Certification #	Start Date	Engineer Approval

D. PERMANENT STABILIZATION SUBJECT MATTER EXPERT: This qualified individual will be either a Regional Environmental Staff member, or an Independent Contractor Controller (Independent Assurance Program). This expert is a project team leader responsible for ensuring project adherence to requirements of the 207 and 212 Project Special Provisions as follows and will be available for questions regarding permanent stabilization requirements.

1. Review the Topsoil Management Plan and the Permanent Stabilization Site Maps.
2. Attend the Environmental Pre-Construction Conference.
3. Coordinate the Site Pre-Vegetation Conference.
4. Review and recommend approval of products.
5. Review and recommend approval of the Quantities Verification Prerequisite.
6. Attend the Partial Landscape Completion Walkthrough.
7. Attend the Final Landscape Completion Walkthrough.

To be completed by City and contractor after award of project.

Name/Title	Contact Information

4. STORMWATER MANAGEMENT CONTROLS FOR FIRST CONSTRUCTION ACTIVITIES

THE CONTRACTOR SHALL PERFORM THE FOLLOWING:

A. POTENTIAL POLLUTANT SOURCES:

Evaluate, identify, locate and describe all potential sources of pollutants at the site in accordance with subsection 107.25, CDPS-SCP and place in the SWMP. All control measures related to potential pollutants shall be shown on the SWMP Site Map by the Contractor's SWMP Administrator for Construction.

B. OFFSITE DRAINAGE (RUN ON WATER):

Describe and record control measures on the SWMP Site Map that have been implemented to address off site run-on water in accordance with subsection 208.03.

C. VEHICLE TRACKING CONTROL:

Control measures shall be implemented in accordance with subsection 208.04.

D. PERIMETER CONTROL:

1. Perimeter control shall be established as the first item on the SWMP to prevent the potential for pollutants leaving the construction site boundaries, entering the stormwater drainage system, or discharging to state waters. Perimeter control shall be in accordance with subsection 208.04
2. Perimeter control may consist of berms, silt fence, erosion logs, existing landforms, or other control measures as approved.

5. DURING CONSTRUCTION

RESPONSIBILITIES OF THE SWMP ADMINISTRATOR FOR CONSTRUCTION: Considered a "living document", the SWMP is continuously reviewed and modified throughout the construction phases. During construction, SWMP Administrator for Construction shall add, update, or amend the items A-G below as needed in accordance with subsection 208.03.

During construction, indicate how items that were not addressed during design are being handled in construction. If items are covered in other sections of the SWMP, indicate below what section the discussion takes place.

A. MATERIALS HANDLING AND SPILL PREVENTION AND RESPONSE PLAN: Prior to construction commencing the Contractor shall submit a Spill Response Plan. Materials handling and Spill Response Plan shall be in accordance with subsection 208.06.

B. OTHER CDPS PERMITS: List applicable CDPS permits associated with the permitted site and activities.

C. STOCKPILE MANAGEMENT: Shall be done in accordance with subsections 107.25 and 208.07.

D. CONCRETE WASHOUT: Concrete washout water or waste from field laboratories and paving equipment shall be contained in accordance with subsection 208.05.

E. SAW CUTTING: Shall be done in accordance with subsections 107.25, 208.04, 208.05

F. STREET SWEEPING: Shall be done in accordance with subsection 208.04.

6. INSPECTIONS

A. Water Quality Inspections shall be in accordance with subsection 208.03(c).

B. Permanent Stabilization Inspections shall be in accordance with subsections 208.04(e)4 and 208.10.

7. CONTROL MEASURE MAINTENANCE

Maintenance shall be in accordance with subsection 208.04(f).

8. RECORD KEEPING

Records shall be kept in accordance with subsection 208.03(d).

9. INTERIM, PERMANENT STABILIZATION and LONG-TERM STORMWATER MANAGEMENT

The Contractor shall comply with all interim stabilization and permanent stabilization requirements in accordance with subsection 208.04(e).

A. SEEDING PLAN:

The following seed mix(es) and rates are for drill seeding method as shown on the Permanent Stabilization Site Maps shall be used:

COMMON NAME	BOTANICAL NAME	LBS. PLS PER ACRE
Indian Ricegrass	Achnatherum Hymenoides	2.4
Thickspike Wheatgrass	Elymus Lancedatus	.9
Slender Wheatgrass	Elymus Trachycaulus	.4
Sandberg Bluegrass	Poa Secunda	.5
James' Galleta	Pleuraphis lamesii	.2
Mountain Brome	Bromus Margunatus	.2
Western Bluegrass	Poa Suksdorfii	.4
	Total	**5.0**

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Permit No.
Park & Ride, Larner Development
Sheet Subset: Civil Engineer

Sheet Title: SWMP 1 of 6
Sheet No: 23
Sheet Subset: of 28
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B. SEEDING APPLICATION METHOD:

The following seeding methods shall be used for all areas shown on the Permanent Stabilization Site Maps. Soil compaction shall be minimized for areas where permanent stabilization will be achieved through vegetative cover.

Pay Item	Seeding Method (subsection 212.05)	Acre
212-00706	Seeding (Native) Drill	
212-00707	Seeding (Native) Hydraulic	
212-00708	Seeding (Native) Broadcast	5.8
212-00709	Seeding (Wetland) Drill	
212-00710	Seeding (Wetland) Hydraulic	
212-00711	Seeding (Wetland) Broadcast	
	Total	

C. SOIL STABILIZATION METHODS:

Minimum soil stabilization methods (attached mulch) for all disturbances to receive seeding.

1. Apply a minimum of 2 tons/ac certified weed free hay or 2 ½ tons/ac of certified weed free straw and mechanically crimp into the soil in combination with natural mulch tackifier in accordance with Section 213.

Prior to winter shutdown or the summer seeding window closure: Uncompleted slopes shall be mulched with 2 tons of mulching (weed free) per acre, mechanically crimped into the topsoil in combination with an organic mulch tackifier in accordance with Sections 208 and 213.

D. SPECIAL REQUIREMENTS:

1. Soil amendments, seedbed preparation, and permanent stabilization mulching shall be accomplished within four working days of placing the topsoil on the de-compacted civil subgrades. If placed topsoil is not mulched with permanent stabilization mulch within four working days, the Contractor shall complete interim stabilization methods in accordance with subsection 208.04(e) at no additional cost to the Department.

2. Complete permanent stabilization mulching within 24 hours of hydraulic application of native seed.

3. The Contractor shall submit a proposed Permanent Stabilization Phasing Plan to the Engineer for approval showing how implementation of SWMP Permanent Stabilization Plans will minimize damage to seeded areas.

E. SOIL AMENDMENT REQUIREMENTS: Minimum amendment material requirements for all disturbances to receive seeding.

Contractor to test soil and recommend any amendments via submittal. If the city and City's engineer agree with the submittal, payment will be through a change order.

F. Permanent Stabilization Application Under Structures:

Under structures shade patterns should be considered and the use of Median Cover Material (Stone) or other stabilized options with an approved Project Special Provision should be used. See SWMP Site Map for locations.

G. RESEEDING OPERATIONS/CORRECTIVE STABILIZATION:

Prior to stormwater construction work partial acceptance.

1. All seeded areas shall be reviewed by the SWMP Administrator for Construction and or Erosion Control Inspector for bare soils caused by surface or wind erosion. Bare areas caused by surface or gully erosion, blown away mulch, etc. shall be re-graded, seeded, and have the designated mulching applied as necessary, at no additional cost to the project.

2. The Contractor shall maintain seeding/mulch/tackifier/blanket/TRM, mow to control weeds or apply herbicide to control weeds in the seeded areas, at no additional cost to the project.

H. LOCATION AND DESCRIPTION OF PLANNED PERMANENT CONTROL MEASURES: Is Permanent Water Quality Required? No

10. PRIOR TO PROJECT FINAL ACCEPTANCE

A. When directed by the Engineer, removal and disposal of temporary control measures shall be included in the cost of work.

B. At the end of the project, all ditch checks shall consist of either temporary erosion logs (or equivalent) or permanent riprap.

C. All storm drains shall be cleaned prior to the Final Acceptance of the project. If required, include work in 202-04002 Clean Culvert. [**Check with Region Water Quality staff to see if CLEAN CULVERT PSP is needed and what Pay Item to use.**]

D. Refer to subsection 208.10 for Items to be completed prior to requesting partial acceptance of water quality work.

1. NARRATIVES

Control Measure Matrixes During Construction:

1. Control measure narratives have been included for the CDOT Standard Specifications and Standard Plan M-208 and M-216 along with any non-standard control measures approved during the design process. If a Non-Standard Control Measure not included in the SWMP is proposed and approved by the Engineer the SWMP Administrator for Construction shall do the following: Place an "X" in the column for non-standard and complete a Non-Standard Control Measure Specification and Narrative covering the what, when, where and why the control measure is being used shall be add to the SWMP. The appropriate "X" shall also be added to the implementation phase(s).

2. The SWMP Administrator for Construction shall place an "X" in the column In Use On Site when the control measure has been installed.

3. A "B" in the Initial Activities Column indicates that the control measure shall be installed **before** construction activity starts. Locations and quantities will be discussed during the Environmental Pre-Construction Conference with the Regional Water Pollution Control Manager.

STRUCTURAL Control Measures that may be potentially used on the project for erosion and sediment control; practices may include, but are not limited to the following:

APPLICATION, CONTROL MEASURE	NARRATIVE	M- 208 STANDARD or "X" for NON-STANDARD	IN USE ON SITE	CONTROL MEASURE IMPLEMENTATION PHASE		
				INITIAL ACTIVITIES	INTERIM ACTIVITIES	PERMANENT STABILIZATION
PROTECTION OF EXISTING WETLANDS Fence (plastic) and erosion logs	Fence (plastic) shall be placed in combination with erosion logs to prevent encroachment of construction traffic and sediment into state waters prior to start of construction disturbances. Fence (plastic) shall be placed adjacent to the wetlands; erosion logs shall be placed between the plastic fence and disturbance area. Logs shall be placed to direct flows away from or filter water running into wetlands from disturbance areas.					
PROTECTION OF EXISTING TREES/LANDSCAPING Fence (plastic)	Fence (plastic) shall be used in areas indicated in the plans to prevent encroachment of construction traffic and sediment for the protection of sensitive habitat, mature trees and/or existing landscaping prior to start of construction disturbances.					
CHECK DAM/DITCH CHECK Erosion log, silt berm, silt dike, rock check dam	Placed in ditches immediately upon completion of ditch grading to reduce velocity of runoff in ditch. For existing ditches, place prior to start of construction disturbances.	M-208				
Storm Drain Inlet Protection In Paved Roadways (Type 1, 2 and 3 as shown on M-208-1, sheet 5 of 11)	Manufactured storm drain inlet protection placed prior to construction disturbances as detailed in M-208-1, to protect existing inlets or immediately upon completion of new inlets to prevent sediment from entering the inlet throughout construction.	M-208		B	X	X
Storm Drain Inlet Protection In Native Seed Areas (M-604 Standard Inlets Type C and D)	Erosion logs or aggregate bags placed around inlet grate to prevent sediment from entering inlet. Place prior to construction disturbances to protect existing inlets or immediately upon completion of new inlets.	M-208			X	X
CULVERT INLET/OUTLET PROTECTION Erosion logs, aggregate bags	Placed at mouth of culvert inlets and over top of culvert at inlet and outlet where disturbance may be occurring adjacent to pipe to prevent sediment laden water from entering pipe or drainage. Place prior to the start of construction disturbances.	M-208		B	X	X
TYPE C, TYPE D AND TYPE 13 PROTECTION Erosion logs, aggregate bags, erosion bales	Placed around inlet grate or slope and ditch paving to prevent sediment from entering inlet. Place prior to the start of construction disturbances.	M-208		B	X	X
*STOCKPILE PROTECTION Temporary berm, erosion logs, aggregate bags**	Placed within specified distance, in accordance with subsection 208.06, from toe to contain sediment around stockpile. *Aggregate bags are easily moved and replaced for access during the work day. Place prior to start of stockpiling, increase control as the stockpile increases size.	M-208			X	
*TOE OF FILL PROTECTION Erosion logs, temporary berm, silt fence, topsoil windrow**	Place prior to slope/embankment work to capture sediment and protect and delineate undisturbed areas. *Can be used to stockpile topsoil for salvage.	M-208			X	
*PERIMETER CONTROL Erosion logs, silt fence, temporary berm, topsoil windrow**	Placed prior to construction commencing to address potential run-on water from off site, and to divert around disturbed area. *Can be used to stockpile topsoil for salvage.	M-208		B	X	
SLOPE CONTROL Silt fence, erosion logs	Placed on the contour of a slope to contain and slow down construction runoff. Place prior to the start of construction disturbances.	M-208				
TEMPORARY SEDIMENT TRAP	Used to capture sediment laden runoff from disturbed areas < 5 acres during construction. Place prior to the start of construction disturbances. Outlets that withdraw water from or near the surface may be installed when discharging from basins and impoundments.	M-208		X	X	
TEMPORARY SLOPE DRAIN	Placed as a conduit or chute to drain runoff down slope and to prevent erosion of slope.	M-208				
OUTLET PROTECTION Riprap, or approved other	Material placed as an energy dissipater to prevent erosion at outlet structure.	M-601-12			X	X
CONCRETE WASHOUT In-ground or fabricated	Construction control, used for waste management of concrete and concrete equipment cleaning. Place prior to the start of concrete activities.	M-208		X	X	
VEHICLE TRACKING PAD	Source control, placed to prevent tracking of sediment from disturbed area to offsite surface. Place prior to the start of construction disturbances.	M-208		B	X	
Engineered SEDIMENT BASIN	Constructed early in the project, prior to storm sewer/ditches and in accordance with 208.05(p) to capture storm flow. Outlet structure and/or outfall shall be modified for temporary sediment control using an approved non-standard detail. Outlets that withdraw water from or near the surface shall be installed when discharging from basins and impoundments, unless infeasible			X	X	
DEWATERING (Contractor is responsible for obtaining a permit from Colorado Department of Health and Environment.)	Shall be done in such a manner to prevent potential pollutants from entering state waters.					
TEMPORARY STREAM CROSSING	Constructed over stream or drainage to prevent discharge of pollutants from construction equipment into water.					
CLEAN WATER DIVERSION	Placed to divert clean surface or groundwater around the disturbance area to prevent it from mixing with construction runoff.					
OTHER						

NON-STRUCTURAL Control Measures that may be potentially used on the project for erosion and sediment control; practices may include, but are not limited to:

Erosion control devices are used to limit the amount of soil loss on site. Sediment control devices are designed to capture sediment on the project site. Construction controls are control measures related to construction access and staging. Control Measure locations are indicated on the SWMP Site Map.

* **Use of vegetative buffer strip requirements.** The CDPHE Water Quality Control Division Technical Memorandum dated August 27, 2015 clarifies the requirements for utilization of existing vegetation as a buffer type of sediment control measure, while maintaining compliance with the CDPS permit for Stormwater Discharges Associated with Construction Activity — CDPS Permit No. COR4000000. In general, the division does not recommend that vegetated buffers be implemented as a sediment removal control measure for runoff from disturbed areas at construction sites, unless implemented as a "finishing" component of a treatment train comprised of additional, adequate up-gradient Control Measures. The entire memorandum can be found at: **https://www.colorado.gov/pacific/sites/default/files/Vegetative%20Buffer%20Memo.pdf**

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Permit No.

Park & Ride, Larner Development

Sheet Subset: Civil Engineer

Sheet Title: SWMP 2 of 6

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APPLICATION, CONTROL MEASURE	NARRATIVE	M-STANDARD or "For NON-STANDARD	IN USE ON SITE	CONTROL MEASURE IMPLEMENTATION PHASE		
				INITIAL ACTIVITY	INTERIM ACTIVITIES	PERMANENT STABILIZATION
* VEGETATIVE BUFFER STRIP	Finishing component for filtering sediment-laden runoff from disturbance area. Area within CDOT ROW or temporary easement to be identified on SWMP prior to construction starting.					
GRADING APPLICATIONS (LANDFORM)	Existing or created landforms may be used as a control measure if they prevent sediment from entering or leaving the disturbance area. If a landform directs flow of water to a concentrated outfall point, the outfall point shall be protected to prevent erosion. Area to be identified on SWMP prior to construction starting.	M-208		X	X	
TOPSOIL MANAGEMENT STOCKPILE/SALVAGE Stockpile	Prior to any site disturbance work commencing, existing topsoil shall be scraped to a depth six inches or as specified, and placed in stockpiles or windrows. Upon completion of final grading, topsoil shall be evenly distributed over embankment to a depth of six inches or as specified.	M-208		X	X	
SURFACE ROUGHENING / GRADING TECHNIQUES	Temporary stabilization of disturbance and to minimize wind and erosion.			X	X	
SEEDING (TEMPORARY)	Temporary stabilization used for over wintering of disturbance or used to control erosion for areas scheduled for future construction.				X	
BONDED FIBER MATRIX or MULCHING (HYDRAULIC)	Not to be used in areas of concentrated flows, i.e. ditch lines. To be for either Interim or Permanent Stabilization placed as a surface cover for erosion control. May be used as surface cover when work is temporarily halted and as approved by the Engineer for stockpiles.					
Straw or Hay MULCH/MULCH TACKIFIER	Interim or Permanent Stabilization placed as a surface cover for erosion control and or seeding establishment. To be installed as Interim Stabilization as a surface cover when work is temporarily halted and as approved by the Engineer				X	X
SPRAY-ON MULCH BLANKET (Not to be used in areas of concentrated flows, i.e. ditch lines.)	Interim or Permanent Stabilization placed as a surface cover for erosion control and or seeding establishment. To be installed as temporary surface cover when work is temporarily halted and as approved by the Engineer					
SEEDING PERMANENT (NATIVE PERENNIAL)	Permanent Stabilization of disturbance and to reduce runoff and control erosion on disturbed areas.					X
SOIL RETENTION BLANKET (SRB)	Permanent Stabilization of disturbance and to reduce runoff and control erosion on disturbed areas.	M-216				
TURF REINFORCEMENT MAT (TRM)	Permanent Stabilization of disturbance and to reduce runoff and control erosion on disturbed areas. Placed in channels or on slopes for erosion control, channel liner and seeding establishment.	M-216				
Sweeping	Source control, used to remove sediment tracked onto paved surfaces and to prevent sediment from entering drainage system. Sweep daily and at the end of the construction shift as needed. Kick brooms shall not be permitted.			X	X	X
OTHER						

1. TABULATION OF STORMWATER QUANTITIES

A. Control Measure sediment removal and disposal shall be paid for as: 208 Removal and Disposal of Sediment (Equipment) and 208 Removal and Disposal of Sediment (Labor). All other control measure maintenance shall be included in the cost of the erosion control lump sum pay item.

Quantity Estimates - For Information Only			
Pay Item	Description	Unit	Estimated Quantity
M-208	Aggregate Bag	LF	35
M-208	Seeding (Broadcast)	SY	2050
M-208	Rip Rap	SY	135
M-208	Inlet Protection (Aggregate Bag Type I)	EA	9
M-208	Fiber Rolls 12 Inch (Type I)	LF	1520
M-208	Vehicle Tracking Pad	EA	3
M-213	Mulching (Hydraulic)	ACRE	0.43

*It is anticipated that additional control measures and control measure quantities not shown on the SWMP Site Maps shall be required on the project for unforeseen conditions and replacement of items that are beyond their useful service life. Quantities for all control measures shown above are ***estimated and have been increased for unforeseen conditions and normal control measure life expectancy.*** *Quantities shall be adjusted according to the conditions encountered in the field as directed and approved by the Engineer. Payment will be as a lump-sum.*

2. BIOLOGICAL IMPACTS and DEWATERING

A. ENVIRONMENTAL IMPACTS:

1. Wetland Impacts: NONE
2. Stream Impacts: NONE
3. Threatened and Endangered Species: NONE

B. DEWATERING:

(Not covered under the CDPHE guidance document Low Risk Discharge Guidance Discharges of Uncontaminated Groundwater to Land):
https://www.colorado.gov/pacific/sites/default/files/WQ%20LOW%20RISK%20GW.pdf

1. Dewatering: Refer to other environmental permits in accordance with subsection 107.02 and the permits contained in Tab 16 of the SWMP.
2. If groundwater does not meet water quality standards for receiving water a separate CDPS Dewatering Permit shall be obtained by the Contractor from CDPHE in accordance with subsections 107.02 and 107.25.

3. NOTES

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Park & Ride, Larner Development

Sheet Subset: Civil Engineer

Sheet Title: SWMP 3 of 6

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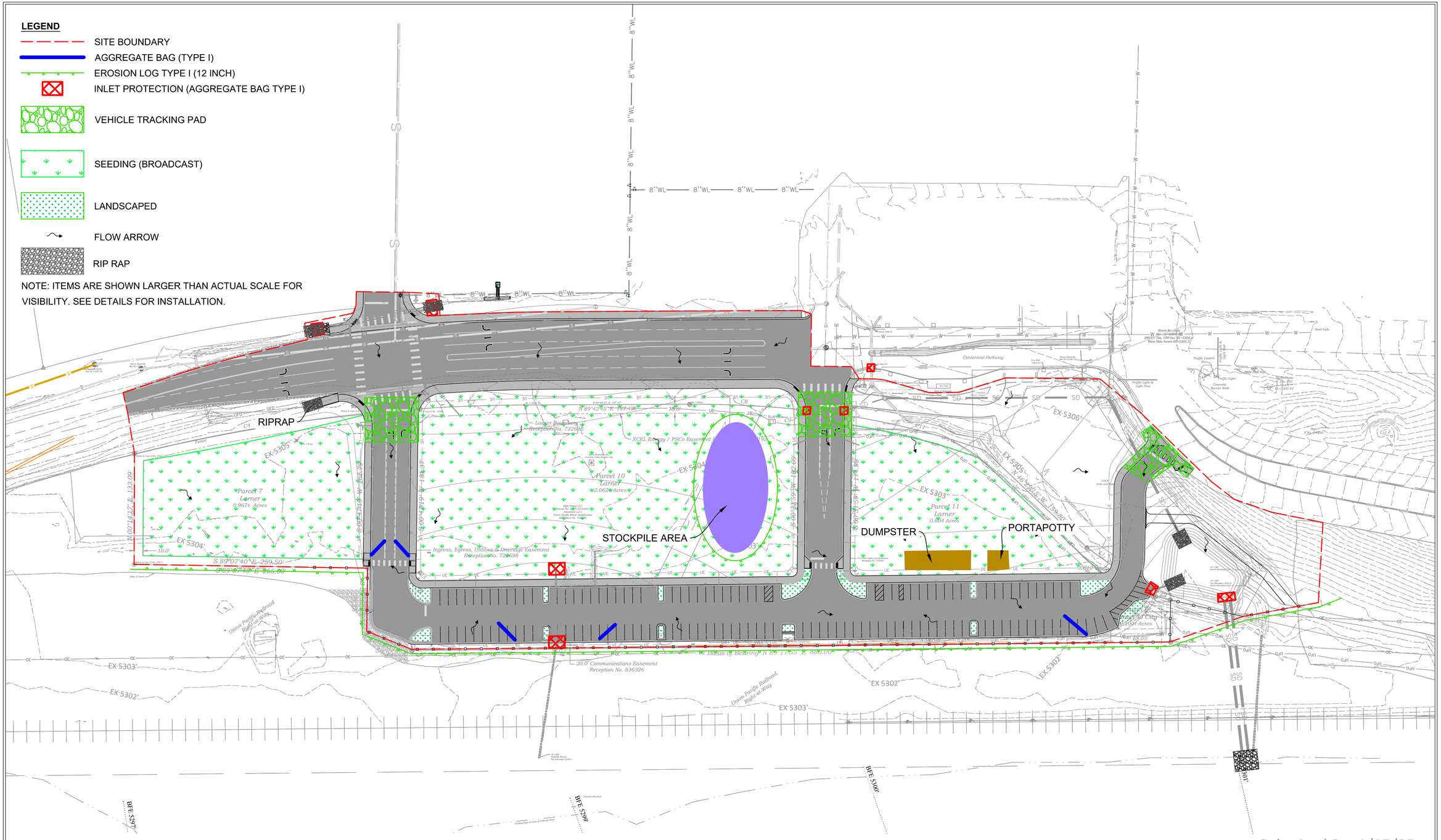
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LEGEND

- SITE BOUNDARY
- AGGREGATE BAG (TYPE I)
- EROSION LOG TYPE I (12 INCH)
- INLET PROTECTION (AGGREGATE BAG TYPE I)
- VEHICLE TRACKING PAD
- SEEDING (BROADCAST)
- LANDSCAPED
- FLOW ARROW
- RIP RAP

NOTE: ITEMS ARE SHOWN LARGER THAN ACTUAL SCALE FOR VISIBILITY. SEE DETAILS FOR INSTALLATION.



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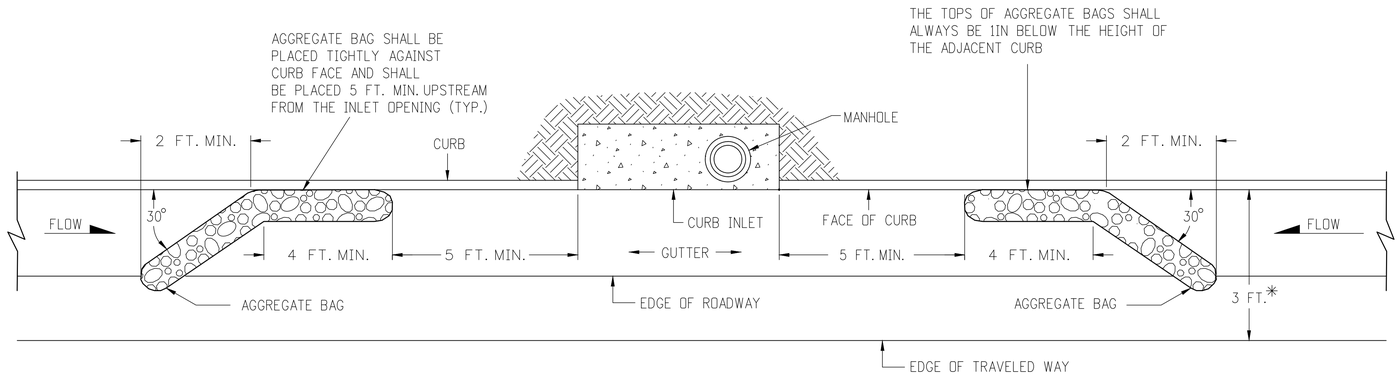
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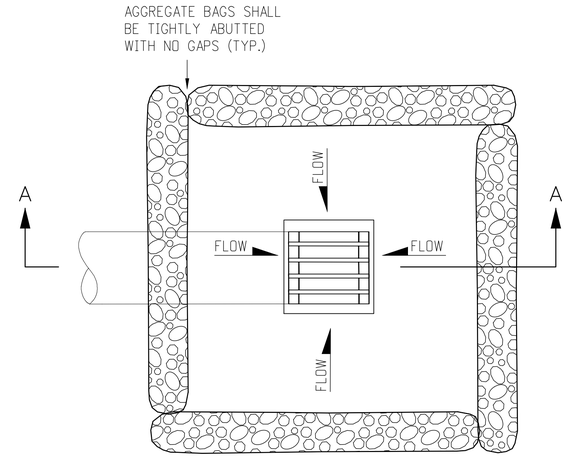


PLAN VIEW

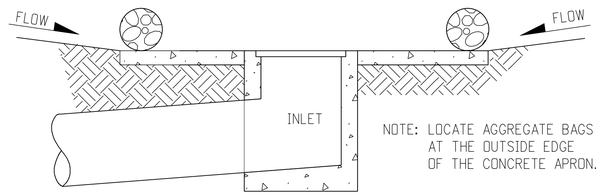
* NOTE: USE AGGREGATE BAGS ONLY WHEN THERE IS A MINIMUM CLEARANCE OF 3 FEET FROM THE EDGE OF THE TRAVELED WAY (INCLUDING CONDITIONS DURING DETOURS) TO THE FACE OF CURB.

LENGTH (L) OF INLET FT.	NUMBER OF AGGREGATE BAGS UPSTREAM OF INLET
0 - 5	1
6 - 10	2
L > 10	3

AGGREGATE BAGS AT STORM DRAIN INLET (TYPE I)



PLAN VIEW



SECTION A-A

AGGREGATE BAGS AT DROP INLET

AGGREGATE BAG APPLICATIONS

NOTE: THE PAY ITEM NUMBER FOR AGGREGATE BAG (LF) IS 208-00035

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Agenda Item #8.g.

Agenda Item Name:
Consider Award to JVA for the Design of the 2026 Water System Improvements

Presenter:
Craig Spaulding, Civil Engineer
Iris Trevisano, Procurement and Grant Reporting Manager

Item Description:
Consider Award to JVA for the design of the 2026 Water System Improvements

Recommended Action:
Move to approve award to JVA for the design of the 2026 Water System Improvements in the amount of $235,472.00

Fiscal Impact:
A total of $472,000 has been budgeted for the design in the 2026 budget. This bid came in at $235,472.00

Operational Impact:
This will reduce breaks and increase reliability.

Prior Board Motions:
N/A

Background Information:
The waterlines selected in this project have reliability issues. The Prefontaine line has broken twice in the last year.

Executive Summary:
Staff issued a Request for Proposals (RFP) for professional engineering services and received four qualified responses. Following evaluation and scoring by the selection committee, JVA, Inc. ranked highest.

Because this is a professional services contract, selection was based on qualifications rather than price alone. Staff recommends awarding the contract to JVA, Inc. for the design of the 2026 Water System Improvements. The project addresses waterlines scheduled for replacement in 2026, and JVA can complete the design in time to support construction this year.

More Information on Bids Received: http://www.rifleco.org/PacketAddendums

Notification Requirements:
N/A

Prepared By:
Craig Spaulding, Civil Engineer

Attachments:
1. RFP_ Professional Engineering Services 2026 and Addendums
2. 2026 WSI Basemap
3. Professional Services 2026 Water System Improvements- RFP Scoring
4. JVA Proposal_Rifle Water System Improvements 2026
5. RFP_ Professional Engineering Services MEMO
6. Purchase Request_2026 WSI_JVA

Professional Engineering Services
2026 Water System Improvements

Request for Proposal

December 11, 2025

City of Rifle

202 Railroad Avenue

Rifle, Colorado 86150

2025

Proposal Due Date: January 9, 2026, at 2 p.m.

Prebid Meeting: December 16 at 1 p.m.

Question Deadline: January 2, 2026, 12 p.m.

Notice of Award: (tentative) January 21, 2026

Anticipated Start Date: February

Project Directory

Project Engineer

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In order to keep up with waterline replacement goal of 10% the City has selected the waterlines contained herein for replacement in 2026. The 5th Street line will improve water quality for the adjacent users. The 4th Street line will improve reliability and capacity. The Prefontaine line will replace a watermain that has broke twice in 2025 alone. The South Rifle line will improve capacity and reliability. 5

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REQUEST FOR PROPOSAL

For

Professional Engineering Services
2026 Water System Improvements

The City of Rifle is requesting proposals from interested and qualified consultants for Professional Engineering Services
2026 Water System Improvements . Proposals must be submitted via the Rocky Mountain e-purchasing system- bidnet direct
website **www.bidnetdirect.com/colorado/cityofrifle** by January 9, 2026, at 2 p.m. Proposals received after the closing date and time will not be considered.

There will be a pre-bid meeting at City Hall Mamm Peak Conference Room December 16 at 1 p.m.

Questions concerning this proposal shall be addressed to Iris Trevisano, Procurement and Grant Reporting Manager at itrevisano@rifleco.org. The final deadline for questions is January 2, 2026, 12 p.m.

Notice of Award (tentative) January 21, 2026

The City of Rifle values full inclusion and access for all of our facilities, programs, activities and services. We are pleased to provide meaningful accommodations to comply with the Americans with Disabilities Act (ADA) and reasonably provide translation, interpretation, modifications, accommodations, alternative formats, auxiliary aids, and services.

To request special assistance for Solicitations only, call Procurement and Grant Reporting Manager Iris Trevisano at 970-665-6412 or email Itrevisano@rifleco.org . Please allow 48 hours for your requests to be met.

1. Overview

In order to keep up with waterline replacement goal of 10% the City has selected the waterlines contained herein for replacement in 2026. The 5th Street line will improve water quality for the adjacent users. The 4th Street line will improve reliability and capacity. The Prefontaine line will replace a watermain that has broke twice in 2025 alone. The South Rifle line will improve capacity and reliability.

2. Scope of Work

Agreement will be EJDC E500 2020 version

Article 1 of the Agreement, Services of Engineer, is supplemented to include the following provisions:

Baseline Information: Owner has furnished the following Project information to Engineer as of the Effective Date. Engineer's scope of services has been developed based on this information. As the Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Water Line and Adjacent Facilities:	
Type and Size of Facility:	5808 lf of 12" Transmission Line 2252 lf of 14" C900 700 lf of 8" C900
Description of Improvements:	Survey roadway and utilities to create SUE survey allowing for water line alignment, utilize existing as-builts for connections, provide plan and profile of waterline with 4.5' cover and single lane 5" asphalt replacement where roadways are disturbed, roadway replacement to match existing
Expected Construction Start:	Spring 2026
Prior Studies, Reports, Plans:	See attached
Facility Location(s):	5th Street from Railroad Avenue to West Avenue Prefontaine and 16th Street County Road 320 4th Street from West Avenue to Rifle Creek
Current Project Budget:	$3.5M
Funding Sources:	Water Fund and Grant Applications for construction
Known Design Standards:	City of Rifle Public Works Manual, CDOT M&S, PROWAG, AWWA, CDPHE
Known Project Limitations:	N/A
Project Assumptions:	TBD

Other Pertinent Information: See map

Engineer shall provide Basic and Additional Services as set forth below.

1.01 Management of Engineering Services

A. All phases of Engineer's services will include management of Engineer's Project-specific responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.

1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:

a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in the RFP Schedule.

b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.

c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.

2. Develop and submit detailed work plans from The project scope tasks.

3. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.

4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Project that may affect, or be affected by, Engineer's services or resulting construction.

5. Prepare and submit monthly engineering services progress reports to the Owner. Include summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.

6. Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, provide the specified additional information or documentation, following the invoicing procedures indicated: date billed to, summary of work completed, hours of consultants and subconsultants, billed to date.

7. Conduct ongoing management tasks, including:

a. Maintaining communications records and files pertaining to or arising from Engineer's services;

b. With respect to Engineer's services and other directly relevant parts of the Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and

c. Preparing agendas prior to and minutes following all Engineer-led meetings.

B. In all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with Engineer's CAD standards

C. The source documents for the draft and final Specifications in all phases of Engineer's services will be City of Rifle Public Works Manual with engineer's provided technical specifications unless otherwise mutually agreed upon by the parties.

1.02 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of the Owner-identified potential solutions listed here:

1) N/A

b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.

c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

2. Identify potential solution(s) to meet Owner's Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.

4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Assess initially available Project information and data, including the Baseline Information set forth at the beginning of this Scope

6. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related information and data, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

7. After consultation with Owner, recommend the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

8. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Project to be

designed or specified by Engineer, including but not limited to impacts and mitigating measures identified in previously prepared environmental assessments for the Project provided to the Engineer or being concurrently prepared for Owner by others.

9. Advise the Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement, for use in Project design, or in preparation for Contractor selection and construction.

10. Assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface conditions at the Site; innovative design, contracting, or procurement strategies; project delivery method; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph will be referred to in The project scope as "Project Strategies, Technologies, and Techniques."

11. Assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions, plan for the inclusion of sustainable features in the design.

12. Review with Owner the thresholds established in applicable codes, standards, and design criteria specifically governing the ability of the proposed facilities or improvements to perform, and to absorb or avoid damage without suffering complete or substantial failure. As part of the review, identify additional risk assessment studies or tools that are available to evaluate the susceptibility of the facilities or improvements to natural and man-made events beyond the applicable established thresholds. Upon Owner request, as an additional service, perform additional risk assessment studies or tools to further evaluate system resiliency beyond the applicable established thresholds.

13. Utilities, including Underground Facilities

    a. Review any utility mapping and surveys and other utilities documentation made available by Owner. Take note of observable utilities during Site visit.

    b. Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those utilities (whether above-ground utilities of any type, or Underground Facilities) likely to be affected by the Project construction and additional utility facilities or extensions that will be needed to serve the Project.

    c. If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not available from Owner, then assist Owner in evaluating the need to either obtain additional utility mapping and utility documentation during the Study and Report Phase, or undertake other alternative approaches and contingencies to account for utility uncertainties in this phase.

    d. Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate,

and manage the impact of the Project (including any additional utility facilities or extensions needed to serve the Project) on existing utilities.

e. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner regarding the extent and identification and mapping of existing Underground Facilities during the design and construction phases.

1) If Owner has retained a land surveyor, utility engineer, or utility consultant, collaborate with such individuals or entities regarding the application of ASCE 38.

14. Inquire regarding survey methodologies and technologies that would aid in addressing Owner's Project requirements. Develop a scope of work and survey limits for any topographic and other surveys necessary for design. For recommended survey deliverables, specify a) required technical specifications; b) pertinent datum; c) survey limits, and d) formats of deliverables. Collaborate with land surveyor, when separately retained by Owner or third party, to develop such scope of work.

15. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s).

a. For each recommended solution, Engineer will separately tabulate Total Project Cost, itemizing those items and services included within the definition of Total Project Costs.

b. Engineer will meet with Owner to discuss the draft Report and receive Owner's comments.

16. Perform or provide the following other Study and Report Phase tasks or deliverables:

a. SUE survey in CAD and PDF

b. Recommendations for road reconstruction and waterline alignment with order of magnitude cost to construct

17. Furnish the Report and any other Study and Report Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in the project schedule, and review the deliverables with Owner.

18. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the final Report (as revised) and any other Study and Report Phase deliverables.

1.03 Preliminary Design Phase

A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables (if Engineer's services under this Agreement included Study and Report Phase services); selection by Owner of a recommended solution; issuance by Owner

of any instructions for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, or enhanced resiliency of the design; indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this The project scope, Engineer and Owner shall discuss, resolve, and document in writing any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design and resiliency instructions, specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information.

B. Upon written authorization from Owner, Engineer shall:

1. Review and assess all available Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.

2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer's use in the preparation of a Preliminary Design Phase Report.

3. Prepare a Preliminary Design Phase Report in the following format: consolidated and comprehensive narrative report

4. The Preliminary Design Phase Report will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, and written descriptions of the Project. The Preliminary Design Phase Report will consider the following matters to the extent applicable to the Project and as necessary to establish the basis of design for proceeding to final design and construction:

    a. The Project concept, intent, performance criteria, desired outcomes, Owner's standards and Owner directed improvements and facility elements as established in the Study and Report Phase and as expressly set forth in the Baseline Information section of this The project scope (collectively the "Project Goals").

    b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Project Goals.

    c. Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; Constituents of Concern; cultural, historical, and archaeological resources at the Site; wetlands information; and evaluations of flora and fauna that may be affected by the Project.

    d. The time schedule for completion of the Project in accordance with Project Goals, including any recommended changes to the time required to complete the Final Design Phase (as set forth in The project schedule, Deliverables Schedule) and estimated schedule(s) for construction.

e. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.

f. Revised opinions of probable Construction Cost.

g. The impact of Project Strategies, Technologies, and Techniques, sustainable features, and enhanced resiliency selected by Owner for inclusion in the Project on the Project Goals, schedule and probable Construction Cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when the Project Goals necessitate and Owner authorizes;

h. Construction Phase quality assurance and quality control needs affecting development of Drawings and Specifications and other Final Design and Bidding Phase documents.

i. The effect of permits and authorizations by other entities and utility coordination needs on the Project.

j. Other matters and information pertinent to addressing the Project Goals.

5. In preparing the Preliminary Design Phase Report, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features and enhanced resiliency, as appropriate, pursuant to Owner's instructions.

6. Visit the Site as needed to prepare the Preliminary Design Phase Report.

7. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.

8. Above-Ground Utilities

   a. Review above-ground utilities information obtained from Owner and from observations at the Site.

   b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.

   c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.

9. Underground Facilities

   a. Review Underground Facilities data furnished by Owner. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to jointly establish a procedure ("Underground Facilities Procedure") for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site, using ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as a basis for establishing such Underground Facilities Procedure.

b. Such Underground Facilities Procedure must take into account the Site and the nature of the Project.

c. Use the Underground Facilities Procedure to aid in the performance of design services:

1) Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.

2) The Underground Facilities Procedure will include a plan to keep Underground Facilities information current as Engineer proceeds with the provision of design services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.

3) To manage the potential impact of design changes on Underground Facilities, Engineer shall work together with Owner to modify or reapply the Underground Facilities Procedure as the design progresses and changes.

10. Mitigation of Utilities Conflicts

a. Identify potential conflicts between the Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in The project scope Paragraphs 1.03.B.8 and 9 above, and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.

b. Update the Underground Facilities Procedure as necessary for any Underground Utilities conflicts and relocations.

c. Working together with Owner, jointly identify which specific parties or other entities will be responsible for implementation of the various specific parts of the Underground Facilities Procedure (including those parts that address resolution of Underground Facilities conflicts), and for resolution of above-ground utilities conflicts. Such identification will take into account Owner's authority and standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.

1) To the extent that Owner and Engineer agree that in addition to performing the design-related obligations set forth in The project scope Paragraphs 1.03.B.8 and 9, Engineer will also implement any non-design part of the Underground Facilities Procedure (including resolution of Underground Facilities conflicts), or undertake resolution of above-ground utilities conflicts, such additional duties will be Additional Services under Article 2 of this The project scope.

11. Surveys, Topographic Mapping, and Utility Documentation

a. Coordinate with Owner's utility engineer, utility consultant, or land surveyor for the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes, or by the Underground Facilities Procedure.

b. If no scope of work and procedure for utility documentation has been established, selected, or authorized, then at a minimum Engineer will contact utility owners and obtain available information. Except as otherwise provided in this Agreement, Owner acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer, bidders, and Contractor, the Owner accepts all associated risks. Owner reserves all associated rights as to recourse against the sources of such flawed information and against third parties.

12. Prepare initial draft of a comprehensive permit document that identifies Owner's permit duties, Engineer's permit duties, and Contractor's permit duties, and the schedule for permitting activities.

13. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement in The project scope Paragraph 1.03.A.

14. Obtain Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents.

    a. Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents (if other than the EJCDC 2018 Construction Series documents), and any other related documents or content for Engineer to include in drafts of the Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.

    b. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.

15. ~~Prepare the Preliminary Design Phase Report. This Report will consist of, as appropriate, separate or combined submittals in whole or summary, the Preliminary Design Phase documents listed in The project scope Paragraph 1.03.B.4, and Engineer's findings and recommendations for advancing the Project to the Final Design Phase (including Engineer's findings and recommendations, if any, regarding permitting, utilities, and Underground Facilities). The submittal will be in the format of a report, or otherwise organized and assembled for ease and practicality of use.~~

    a. ~~Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and on the basis of information furnished by Owner, assist Owner in tabulating the various cost categories which comprise Total Project Costs.~~

    b. ~~Engineer will meet with Owner to discuss the draft Preliminary Design Phase submittal and receive Owner's comments.~~

16. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

    a. 30% Drawings

17. Furnish the Preliminary Design Phase Report, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in The project schedule, and review the deliverables with Owner.

18. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

C. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase Report (as revised) and associated documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

1.04 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase Report and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this The project scope, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information.

1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is TBD. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.

3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more separate design professional consultants or prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under

such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to The project scope whether or not the work under such construction contracts is to proceed concurrently.

B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase Report (as revised) and other Preliminary Design Phase deliverables. As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to the Deliverables Schedule in The project schedule:

1. First Final Design Phase draft of all Drawings and Specifications.
2. Second Final Design Phase draft of all Drawings and Specifications, addressing Owner comments and including appropriate design advancement.
3. Final Drawings and Specifications that address Owner comments; complete the design; are suitable for estimating and pricing by prospective Contractors; and are complete and ready for construction.

C. In preparing the Specifications (and any bidding, contract, or other documents that are part of Engineer's scope of services), Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting Specifications, Bidding/Proposal Documents, and other Project documents.

D. City shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:

1. ~~Such documents will be based on the 2018 EJCDC Construction Documents, and on the specific bidding or Contractor selection-related instructions and forms, contract forms, text, or other content received from Owner.~~
2. ~~When Engineer is required to use other than the 2018 EJCDC Construction Documents, then as required in the Preliminary Design Phase Owner will furnish to Engineer a copy of the required documents to be used for the Project's Bidding/Proposal Documents and Front-End Construction Contract Documents. Prior to the first Final Design Phase submittal, Engineer will review the bidding and contracting documents furnished by Owner and provide comments to Owner. Engineer will meet with Owner to discuss Engineer's comments. Owner will consider Engineer's recommendations to revise Owner's documents for the Project.~~
3. ~~Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.~~

E. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This may include:

1. performing the services assigned to Engineer under the Underground Facilities Procedure described in The project scope Paragraph 1.03 above, including but not limited to the design-related tasks in The project scope Paragraph 1.03.B.9.
2. addressing required and proposed activities or mitigations identified in the analysis of utilities and by the Underground Facilities Procedure as having an impact on the final design, and considering such in preparing the Drawings and Specifications.

F. Engineer shall perform or furnish the following other Final Design Phase services:

1. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
2. Assist with or prepare applications for permits and approvals, as follows:
    a. Update comprehensive permit document created in Preliminary Design Phase for Final Design detail.
    b. Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction.
    c. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.
    d. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.
    e. Unless expressly indicated otherwise, Engineer's scope and budget includes attending one meeting or conference call with each permit and approval-issuing agency to discuss the Project and receive the agency's comments on the application.
    f. Engineer does not guarantee issuance of any required permit or approval.
    g. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.
3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.
4. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website.

5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

6. Review the preliminary schedule for the Construction Phase and advise Owner when initial understanding of the Construction Contract Times must or should be revised, and furnish Owner with recommendations on revisions to the proposed Construction Contract Times.

7. Engineer's project manager and other appropriate staff will participate in the following meetings and conference calls:

   a. First draft design review meeting at Owner's office.

   b. Second draft design review meeting at Owner's office.

   c. Engineer will prepare and distribute minutes of each such meeting and conference call, indicating attendees, topics discussed, decisions made, and action items for follow-up.

G. Engineer shall complete the Final Design Phase as follows:

1. Pursuant to the requirements of the Deliverables Schedule in The project schedule, furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in The project scope Paragraph 1.04.B.3 above); assembled drafts of other Construction Contract Documents including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost; and any other Final Design Phase deliverables, and review the deliverables with Owner.

2. Revise the final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

3. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications; assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.

1.05 Bidding/Proposal Phase

A. After acceptance by Owner of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, and upon written authorization by Owner to proceed, Engineer shall:

1. Respond to questions placed in addenda by owner as appropriate to clarify, correct, or change the issued documents.

2. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-

related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of The project scope Paragraph 2.01.A.2.

3. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of prospective contractors.

5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

7. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

1.06 Construction Phase

A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from specific modifications to the Project.

1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in The project scope Paragraph 1.06, as duly modified. With the exception of such expressly required services, Engineer shall have no design, Submittal (including Shop Drawing) review, or other obligations during construction, and Owner assumes all responsibility for providing or arranging for all other necessary Construction Phase administrative, engineering, and professional services.

2. Owner waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in The project scope. Notwithstanding the foregoing waiver, Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.

B. Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Engineer shall provide the following services:

1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018) or other construction general conditions specified in this Agreement. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.

    a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in The project scope Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity (other than Engineer) responsible for the additional responsibilities in the Construction Contract.

    b. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.

    c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.

2. Deleted

3. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform required testing services.

4. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.

5. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

6. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. Schedules: Receive, review, and, and, subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals, and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.

    a. Schedules will be acceptable to Engineer as to form and substance:

        1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

        2) Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.

        3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

8. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.

10. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, including its RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.

    b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of

confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

11. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.

    a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.

    b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

12. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

13. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification,

interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

14. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

15. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

16. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

17. Change Proposals and Claims

    a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

    b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

18. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.

19. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's Submittal schedule that Engineer has accepted.

20. Substitutes and “Or-equals”: Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor, but subject to the provisions of The project scope Paragraph 2.01.A.2.

21. Inspections and Tests

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer’s review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.

    c. Issue written requests to Contractor that specific portions of the Work remain uncovered.

    d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

22. Contractor’s Applications for Payment: Based on Engineer’s observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer’s representation to Owner, based on such observations and review, that, within the limits of Engineer’s knowledge, information and belief, Contractor’s Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor’s being entitled to such payment appear to have been fulfilled in so far as it is Engineer’s responsibility to observe the Work. In the case of unit price Work, Engineer’s recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

    b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor’s Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor’s Work in progress, or

involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

23. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under The project scope Paragraph 1.06.B.20. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.

24. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

25. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:

    a. Letter of Acceptance

26. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:

    a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;

    b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;

c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and

d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC® C-626, Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this The project scope) within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

27. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

C. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. If the Project involves more than one prime contract as indicated in The project scope Paragraph 1.04.A.1, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

1.07 Post-Construction Phase

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this The project scope, will terminate 12 months after the commencement of the Construction Contract's correction period.

3. Submittal

Please submit your proposal in a single part, with a maximum length of 10 pages (single-sided) or 5 pages (double-sided). This limit excludes resumes, project descriptions, and required attachments.

Elements to be included along with the proposal in the general order listed:

a. **Cover Letter:** Include a cover letter that introduces your proposal and provides a price quote for the project based on the scope of work outlined.
b. **Qualifications Statement:** Provide a statement of your firm's qualifications, along with the qualifications of the team members assigned to the project. Clearly identify the key personnel who will be responsible for the work. Resumes for each team member should be included in the appendix.
c. **Approach and Plan:** Address key project issues the consultant envisions focusing on a rate structure that is sustainable for both consumers and infrastructure maintenance and replacement
d. **Proposed Timeline:** Provide a proposed timeline or schedule for the project, outlining key milestones and deadlines.
e. **Fee Schedule:** Include a detailed fee schedule for the services outlined in your proposal for each individual fiscal year. If any expenses (e.g., travel, materials) will be billed separately from professional fees, provide an estimate. All prices should be quoted as a lump sum.
f. **References and Past Work:** Provide examples of similar projects you have completed, along with at least three references from clients who can speak to your experience with similar services.

4. Pre-Proposal Meeting

a. Attendance at the pre-proposal meeting is mandatory
    i. Thursday, December 16 at 1 p.m.
        - City Hall Mamm Peak Conference Room
b. City staff will discuss the scope of work, goals of the study, and respond to questions from attendees. All questions raised and answers given outside of the pre-proposal meeting, if any, will be documented and issued as an addendum to the RFP.

5. Questions

Potential bidders may direct questions to Iris Trevisano at itrevisano@rifleco.org Question deadline: Monday, January 2, 2026, 12 p.m.

6. Delivery of Proposal

Proposals must be submitted via the Rocky Mountain e-purchasing system- bidnet direct **www.bidnetdirect.com/colorado/cityofrifle**

The electronic submission must be compiled into a single pdf or Word document. The deadline for submitting responses to this RFP is **January 9, 2026, at 2 p.m.**

Documents uploaded to bidnet will be sealed until the due date and time indicated in the solicitation. It is the sole responsibility of the respondent that the response is submitted and received before the due date and time as specified in this document. The City of Rifle is not responsible for delays in transmittal or delays caused by any other occurrence. Please allow sufficient time to complete the response and upload documents.

7. Schedule

- Proposal Due Date: January 9, 2026, at 2 p.m.
- Prebid Meeting: December 16 at 1 p.m.
- Question Deadline: January 2, 2026, 12 p.m.
- Notice of Award (tentative):January 21, 2026

This RFP does not commit the City of Rifle to award or contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. The City of Rifle reserves the right to reject all, or any, submitted as a result of this request, to negotiate with all qualified sources, or to cancel all or part of the RFP. The City Council reserves the right to not hire any of the candidates provided. Additionally, the City Council reserves the right to hire a candidate not recommended.

8. Evaluation

a. Qualifying Firms are required to have experience in

   i. Utility Design

b. Bid acceptance and bid evaluation.

   i. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Code. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs.

   ii. The invitation for bids shall set forth the evaluation criteria to be used. In addition to the evaluation criteria set forth in the invitation to bid, the following criteria may be considered, in addition to price:

- Quality, clarity, creativity, and understanding of the scope of work. Submissions will be evaluated for overall quality of writing, presentation, originality of approach, and responsiveness to the scope of work. (0-20)
- Technical Expertise (0-25)
- Previous experience on similar projects – The firm demonstrates successful completion of similar (0-20)
- Timeline/schedule – The proposal includes a logical and achievable timeline that aligns with the City's expectations. Milestones, deliverables, and key meetings are clearly identified. Proposals will be evaluated on their ability to complete the project efficiently without compromising quality. (0-15)
- Price/fee schedule – The proposal includes a detailed fee schedule that reflects the scope of work and

services to be provided for each fiscal year. Overall costs will be evaluated in relation to value, with consideration for clarity, completeness, and cost-effectiveness. (0-15)

By the City using the criteria above, negotiations will be conducted with the highest ranked firm to adjust scope and fee to add preferences/omissions and remove unwanted aspects of the proposal. Once an agreement is reached on the final scope, schedule and budget, the selection (with adjusted fee and scope) will be sent to City Council for award. The City has the right to reject all proposals. Non-responsive proposals will be rejected.

9. Schedule

WBS Level	WBS	Task	Predecessor	Start	End	Work Days	Cal. Days
1	**1**	**Penwell Design**					
1	1.1	Bid Award		12/8/2025	1/21/2026		44
1	1.2	Contract Execution	1.1	1/21/2026	2/6/2026		16
1	1.3	Survey	1.2	2/6/2026	3/20/2026		42
1	1.5	30% Design and Construction Cost Order of Magnitude	1.4	3/20/2026	4/3/2026		14
1	1.7	60% Design	1.6	4/3/2026	4/17/2026		14
1	1.8	90% Design with Draft Specifications	1.7	4/17/2026	5/1/2026		14
1	1.9	CD Drawings, Specifications, Cost Estimate, and Bid Documents	1.8	5/1/2026	5/15/2026		14

10. Local Preference Code Sec. 4-3-210

i. The following local preferences shall be considered in source selection for all City contracts:

- Notwithstanding other provisions of this Article, in the awarding of contracts for goods or services, the City Council and Procurement Officer shall provide the following primary and secondary percentage preferences for local goods and services provided by local vendors when quality, delivery time and services are judged by the Procurement Officer to be essentially equal:

Contract>Amount	Primary Preference City of Rifle Goods/Vendors	Secondary Preference Garfield County Goods/Vendors
Less than $1,000	10% discount	5% discount
$1,001 to $5,000	8% discount	4% discount
$5,001 to $25,000	6% discount	3% discount
$25,001 to $100,000	5% discount	2.5% discount
$100,000 to $200,000	4% discount	2% discount
$200,001 to $500,000	3% discount	1.5% discount
$500,000 or greater	2% discount	1% discount

- For all competitive bonded bid purchases in excess of one hundred thousand dollars ($100,000.00), the City shall provide these local preference provisions within the "Instructions to Bidders" documents.
- Exception: Local preference shall not apply to contracts required by applicable state or federal laws or regulations to be awarded to the "lowest responsible bidder" or to any contracts that are statutorily or otherwise precluded from the use of local vendor preference. No local preference shall apply where grant funds are used which expressly prohibit the use of such local preference.

b. The Procurement Officer may establish an administrative process to pre-qualify local vendors.

(Ord. 7 , § 2, 2022)

11. Accessibility

Accessibility Requirements All work performed as a result of this solicitation must comply with all applicable provisions of §§24-85-101, C.R.S., et seq., and the Accessibility Standards for Individuals with a Disability, as established by the Office Of Information Technology pursuant to §24-85-103 (2.5), C.R.S. and 3) all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

12. Award

The City reserves the right to reject any or all bids, to waive any informalities or technical defects in bids, and unless otherwise specified by the City or by the bidder, to accept any items or group of items in the bid, as may be in the best interest of the City. No verbal explanations, clarifications, additions or instructions will be binding to either the City or the bidders, except those confirmed in writing. A signed purchase order/bid furnished to the successful bidder results in a binding bid without further action by either party. Notice of Award estimated: January 21, 2026

13. Draft Contract

The contract between a selected Respondent(s) and the City will be substantially in the form of the draft contract contained in Attachment A. Respondents must review the draft contract and identify any proposed changes as “Proposed Changes to the Contract” in the Proposal. The City may consider any proposed changes in selecting a Respondent and awarding the contract but may reject the Proposals and condition the award of the contract on acceptance of a contract without the proposed changes.

ADDENDUM#1

12/16/2025

202601 - 2026 Water System Improvements

Prebid Meeting attendance list

BIDS Will only be accepted via BIDNET

Questions Received:

Q1: Does the city have the ROW prop information on the county road or does it need to be survey

A1: We only have the Paracel information.

Q2: Is this new alignment and abandon the old line

A2: yes, there will be some tie in and caping in areas

Q3: Funding sources

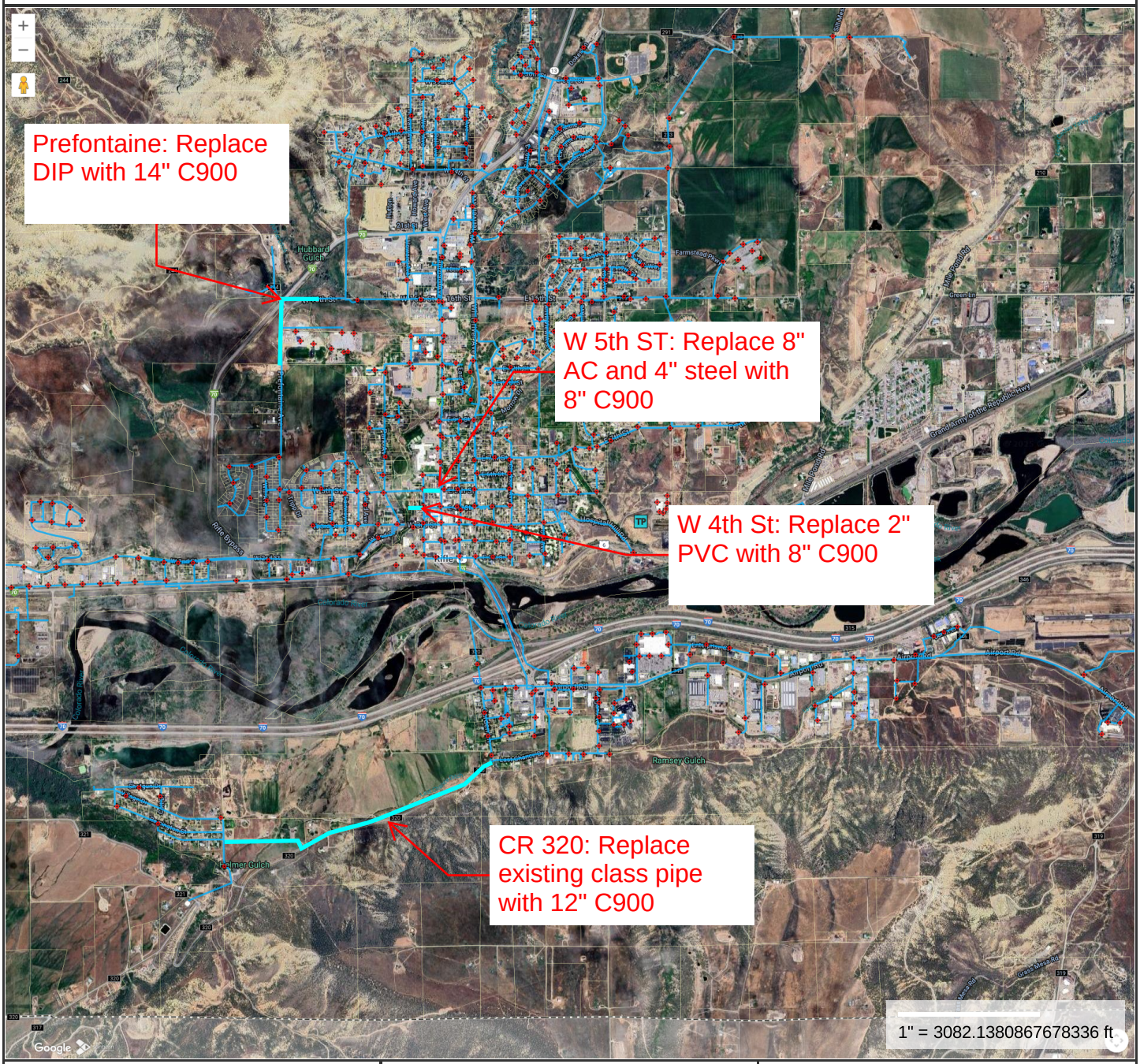
A3: We will only need engineer Estimate.

Q4: Asphalt replacement on county roads

A4: We will work with the county on getting it approved. We will meet the county spec

Q5: Asphalt replacement on county roads

A3: We will work with the county on getting it approved. We will meet the county spec



Property Information

Property ID	217716200010
Location	409 W. 3RD STREET
Owner	BEGONZINI, CHARLES

MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

The City of Rifle Colorado makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 05/25

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

202601 - 2026 Water System Improvements				
Committee Member	Colorado River Engineering	JVA, INC	River City Consultants, Inc.	SGM Engineering and Surveying
	$298,255.00	$ 235,472.00	$269,800.00	$315,002.00
1	91.00	**92.00**	78.00	85.00
2	87.00	**91.00**	87.00	88.00
3	87.00	**92.45**	83.66	85.98
Total	265.00	**275.45**	248.66	258.98
Average	88.33	**91.82**	82.89	86.33

BOULDER - FORT COLLINS - WINTER PARK - GLENWOOD SPRINGS - DENVER

CONSULTING ENGINEERS

proposal

CITY OF RIFLE

2026 WATER SYSTEM IMPROVEMENTS

January 9, 2026

JVA, Incorporated
817 Colorado Avenue
Suite 301
Glenwood Springs,
CO 81601
970.404.3100
info@jvajva.com

www.jvajva.com

January 9, 2026

Iris Trevisano
City of Rifle
202 Railroad Ave.
Rifle, CO 81650

RE: Request for Proposal for 2026 Water System Improvements

Dear Iris and Selection Committee Members:

JVA Incorporated (JVA) appreciates the opportunity to respond to the City of Rifle's (City) Request for Proposal for Design of 2026 Water System Improvements. We have assembled a team of qualified and experienced engineers to assist the City in meeting its engineering goals on time and within budget as we have successfully done over the past several years. Having worked on the 2024 Utility Rate Study and Capital Improvements, JVA has a solid background and understanding of the City's goals for the Water System Improvements.

This year JVA celebrates our 70th anniversary of engineering excellence, serving municipalities, counties, and owners throughout the Rocky Mountain area and nationwide. Our current staff comprises over 150 engineers, designers, and administrative staff focused on water/wastewater, civil, and structural design. JVA is very familiar with the City's water and wastewater infrastructure and focuses on providing you with high-quality designs and the best service possible.

We pride ourselves on providing superior customer service and responsiveness to our clients. We have teamed with WHS Surveying and Badger Daylighting for potholing services. JVA has worked with the City on several projects over the past few years and have developed strong professional relationships with City staff. The City is very familiar with JVA from our past and current projects which we believe have demonstrated responsiveness, commitment, quality designs and high level of service.

We have provided similar water system improvement design services for numerous municipalities throughout Colorado and encourage you to call our references to discuss our past performance with our ability to control costs, meet schedules, and effectively manage projects.

In summary, we believe our team is uniquely qualified to continue to meet the City's infrastructure engineering needs. We have the expertise and a commitment to quality work and service that will be an asset to the City as your engineer for the Water System Improvements. Please review the attached statement of qualifications, and feel free to call our numerous project references. We look forward to building upon our existing relationship and continuing to work with the City of Rifle.

Sincerely,
JVA, INCORPORATED

By: _____
Cooper D. Best, P.E.
Client Services Manager, Glenwood Springs

CONSULTING ENGINEERS

Qualifications Statement

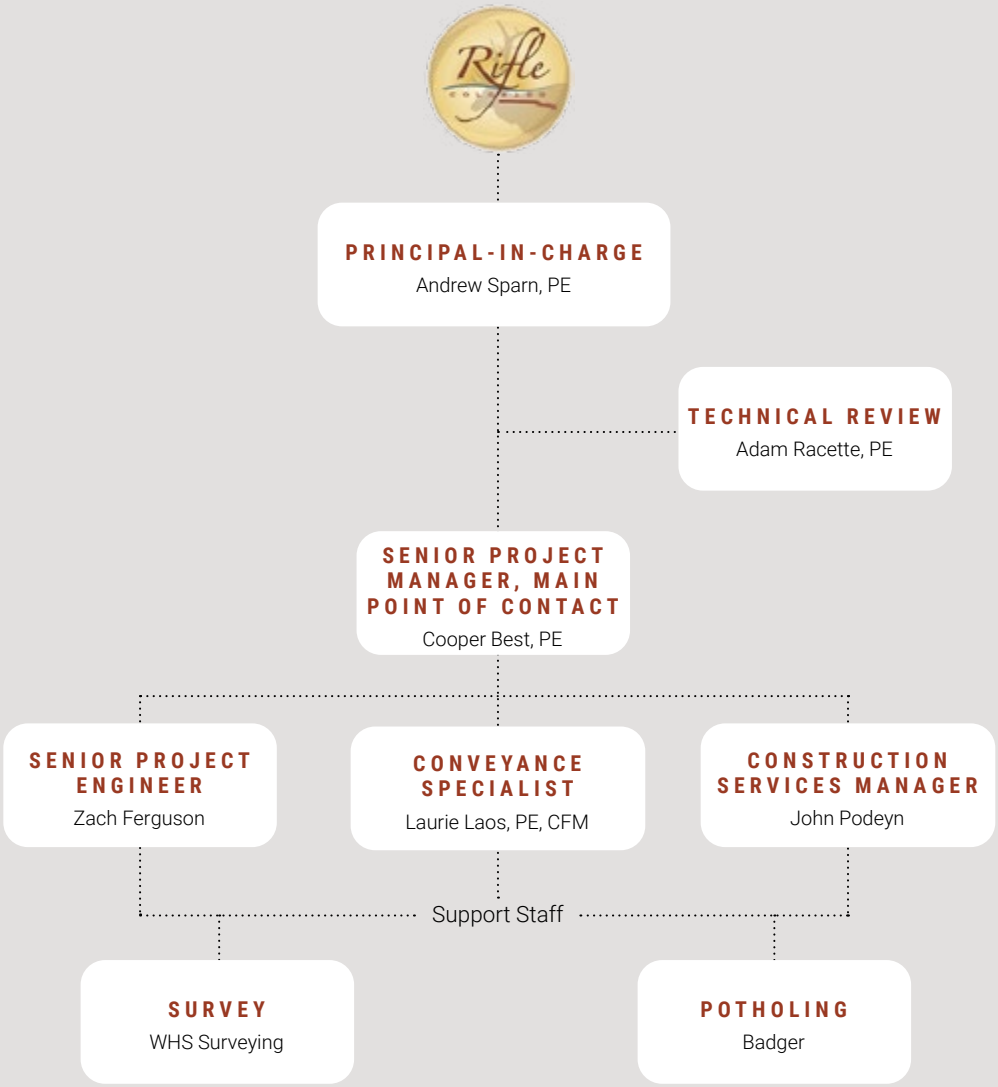
JVA, Inc. is a Colorado consulting engineering firm headquartered in Boulder, with Front Range offices in Fort Collins and Denver and mountain offices in Winter Park and Glenwood Springs, licensed to work in the state of Colorado. This year, JVA celebrates our 70th year providing engineering services. Our environmental department serves municipalities, special districts, and owners throughout Colorado. Our current staff size consists of 150 engineers, designers, and administrative staff. Our staff are licensed in Colorado and most US states.

We focus on a wide variety of water and wastewater infrastructure projects. Our expertise includes master planning, system evaluations, utility plans, basis of design reports, distribution, collection, pumping, treatment process selection and design, financial assistance, permitting, bidding and construction services, field start-up services and operations, and maintenance manuals.

Our 70 years of experience working with municipalities and special districts in Colorado sets us apart from other firms. Our engineers have built relationships with regulatory and permitting agencies, manufacturers, suppliers, and stakeholders through the volume of work we complete right here in the Front Range. We know how to successfully deliver complex projects.

MAIN CONTACT	
Name	Cooper Best, PE, Client Services Manager
Address	817 Colorado Avenue, Suite 301 Glenwood Springs, CO 81601
Phone	970.404.3003
Email	cbest@jvajva.com





KEY PROJECT STAFF

JVA has assembled a team of highly skilled and experienced engineers to best serve the City. An organizational chart, short description of background and related experience for key personnel follows. Resumes for each key personnel can be found in Appendix A.



ANDREW SPARN, PE

Principal-in-Charge

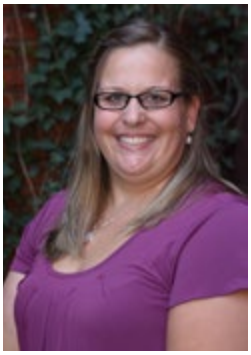
Andrew will be the Principal-in-Charge and be the liaison for contracts and City coordination. Andrew's primary responsibility is to review the project schedule and budget, attend reviews and workshops with the City, commit project resources, and provide technical QA/QC to all design deliverables. Andrew will head the JVA team based on his strong background in water utility infrastructure engineering and former career as a general contractor. He has been the Engineer of Record for the planning and design of numerous waster distribution and infrastructure projects. Engineering experience coupled with vast field knowledge, gives Andrew a unique and multilayered perspective of the planning, permitting, design, construction of water utility infrastructure. He is also familiar with this project from his time managing the City's Utility Maintenance, Capital, and Rate Study. Working with the team on day-to-day tasks, Andrew will ensure evaluations are technically sound and the project is completed on schedule and within budget.



COOPER BEST, PE

Client Services Manager, Senior Project Manager, Primary Point of Contact

As a Client Services Manager and a Senior Project Manager at JVA, Cooper will serve as the primary point of contact and manage the design team for this project with the City. Cooper brings more than 26 years of engineering experience with water distribution systems, hydraulic modeling, water distribution design, wastewater collection system rehabilitation and design, water and wastewater treatment systems, UV disinfection, headworks retrofits, lift stations, master plans, utility plans and funding knowledge for capital projects. For this project, Cooper will coordinate with the City throughout the project and work closely with his project team members, to deliver project designs on time and within budget. Cooper has established strong professional relationships with City staff and will continue to focus on high quality designs, effective project management and superior customer service.



LAURIE LAOS, PE, CFM

Conveyance Specialist

Laurie is a Conveyance Specialist working in water and wastewater infrastructure for 17 years in the infrastructure field. She has extensive experience in quality assurance, quality control (QA/QC), and technical review of municipal water-main systems. She has led QA/QC efforts across numerous capital improvement and replacement projects, ensuring the accuracy, constructability, and consistency of design drawings, technical specifications, cost opinions, and construction deliverables.

Laurie's background includes comprehensive work on complex water-main replacement programs involving open-cut, HDD, and jack-and-bore construction, large-diameter PVC installations, trenchless technologies, and coordination with transportation agencies for utility crossings. She has supported municipalities through detailed alternatives analyses, hydraulic and system modeling, easement development, and evaluation of construction feasibility in challenging terrain and built-out environments.



ZACH FERGUSON

Senior Project Engineer

Zach has been working in engineering and construction services for over six years as a Design Engineer and Project Engineer for engineering firms in both Colorado and Vermont. He has overseen numerous projects through planning, design and in the field across multiple municipalities specializing in long linear pipelines. He has closely worked with the City of Grand Junction on numerous similar linear infrastructure projects. His role will include evaluation of existing conditions, planning, and design.



ADAM RACETTE, PE

Technical Lead

Adam will serve as a Technical Advisor and QA/QC lead for this project with the City. Adam has a diverse background in planning, permitting, engineering design and construction management. His projects include lift stations, water distribution systems, collection system design, rehabilitation projects, pump stations, water treatment systems and wastewater treatment plants. Adam excels at problem-solving and providing innovative designs for unique engineering challenges. Adam has experience as a consultant and city engineer which provides him with a well-rounded perspective.



JOHN PODEYN

Construction Services Manager

John will provide feasibility, constructability and cost estimating services for this project. He brings over 25 years of experience in the industry, with extensive knowledge of working with CMAR contracts, CPM scheduling, cost estimating and control and construction oversight. John has worked on numerous water and wastewater related projects across the state including a rebuild of the Dillon Valley District's Water Plant, Copper Mountain Water Storage Tank and the City of Gunnison's RV Dump Station. He is a skilled construction manager, developing alternatives and solutions to project challenges and issues and meeting quality and timeline goals and objectives.

SUBCONSULTANTS:

SURVEY

WHS

WHS was founded in 1976 and has been providing the highest grade of high professional land surveying services in the industry for over forty years. We regularly serve industrial and public clientele throughout the Rocky Mountain Area and are always welcoming new clients. Regardless of a project's complexity or size, it is our philosophy that our prime responsibility lies in ensuring that the services we provide are accurate, expeditious, and complete. WHS has successfully worked with JVA and the City on several infrastructure projects.

POTHOLING

Badger

Regionally, hydrovac (hydro) excavation or daylighting is sometimes called potholing.
Potholing refers to the process of exposing buried facilities by hydrovac vacuum excavation.

The Badger Hydrovac potholing service can enhance project safety, increase productivity, and lower costs as well as risk when exposing buried infrastructure.

Potholing creates a test hole to expose underground infrastructure to determine the horizontal and vertical location of the buried facility. Badger Daylighting helps customers get more done in less time – Safely.

Applications
- Visual confirmation of buried lines
- Directional drilling test holes
- Sacrificial anode installation
- Pipeline and utility crossings
- Subsurface Utility Engineering (S.U.E.) test holes

Approach and Plan

PROJECT UNDERSTANDING

The City of Rifle is advancing its annual waterline replacement program (targeting approximately 10% system replacement) by designing and constructing the 2026 Water System Improvements, focused on improving water quality, reliability, and capacity in several priority corridors. Specifically, the City has identified: 5th Street (water quality improvement for adjacent users), 4th Street (reliability/capacity improvements), the Prefontaine/16th Street area (replacement of a main that broke twice in 2025), and the South Rifle line/County Road 320 area (capacity and reliability).

The work generally consists of replacing/constructing waterline segments totaling roughly:

- 5,808 LF of 12-inch transmission line
- 2,252 LF of 14-inch C900
- 700 LF of 8-inch C900

The City's expectations for the design package include:

- Roadway and utility surveying sufficient to develop a SUE utility survey to support alignment decisions and conflict avoidance. Use of existing as-builts to define tie-ins and connection details.
- Plan and profile sheets showing the proposed waterline with approximately 4.5 feet of cover. Pavement restoration that includes single-lane 5-inch asphalt replacement where roadways are disturbed, with roadway replacement otherwise matching existing conditions.
- The project will be designed and delivered in accordance with the City's standards and applicable regulatory/design requirements, including the City of Rifle Public Works Manual, CDOT M&S, PROWAG, AWWA, and CDPHE requirements. Utility coordination and subsurface utility depiction will follow risk-management practices consistent with ASCE 38 principles as described in the scope.

PROJECT APPROACH

As part of our project management approach, we will conduct regular meetings to ensure clear communication and effective coordination with the City. Weekly design meetings will be held during the early stages of the project to review progress, address technical issues, and confirm design decisions. As the project advances and major design elements are established, these meetings may transition to bi-weekly intervals, allowing for focused updates and timely review of deliverables.

For all meetings, we will prepare agendas in advance, document action items, and distribute meeting minutes to ensure alignment and accountability throughout the design process.

TASK 1 – PROJECT KICKOFF, SURVEY, AND ALTERNATIVE ALIGNMENT

We will begin the project with a formal kickoff meeting to confirm project goals, schedule, and deliverables. A joint site walk will be conducted with City staff to review key alignment areas, anticipated challenges, and existing utilities. Our team will establish clear communication protocols and provide a detailed project schedule outlining all design milestones. Following project initiation, we will oversee a comprehensive topographic survey covering the project in its entirety. This survey will document property boundaries, ROW limits, existing surface features, easements and utilities to form the project's base mapping.

This initial phase will provide the foundational data necessary for accurate design and cost estimating.

TASK 2 – 30% DESIGN AND SUBSURFACE UTILITY ENGINEERING (SUE)

With survey and review of existing utility information completed, we will prepare the 30% design package. This submittal will include demolition plans, preliminary alignments for waterlines and utility connections. Our team will also develop an initial Engineer's Opinion of Probable Cost (OPC). Concurrent with preliminary design, a Subsurface Utility Engineering (SUE) investigation will be performed in compliance with ASCE 38-22. This will include:

- Quality Level B utility locates to identify horizontal locations of buried utilities; JVA assumes a Level B is needed for waterlines, electric, gas and cable and a Level C for sanitary and storm sewer.
- Quality Level A in the form of potholing by excavating test holes using vacuum excavation

techniques and equipment that is non-destructive to utilities will be performed. We have included one 8 hour day of potholing with our subconsultant Badger Daylighting. Additional potholing can be done as requested by the City for an additional fee.
- In lieu of a SUE report, JVA proposes to provide drawings to comply with ASCE 38 as we have previously done for similar projects and clients.
- Integration of SUE findings into the preliminary design to mitigate potential utility conflicts.

A review meeting will be held with City staff to present the 30% design and OPC and obtain feedback before proceeding to final design.

TASK 3 – 90% DESIGN

Building on City input and comments from the 30% review, we will advance the design to 90% completion. This phase will include refined plan and profile sheets for waterlines, details, and specifications conformed to JVA's standards.

Key activities will include:
- Incorporation of SUE and geotechnical data into the design;
- Development of detailed utility connections, hydrant placements, and paving improvements
- Preparation of an updated OPC based on refined quantities and construction details.

A 90% design review workshop will be held to obtain City comments and input to incorporate into the final bid documents.

TASK 4 – FINAL BID DOCUMENTS

Following the 90% review, our team will prepare the final bid-ready construction documents. This will include sealed drawings, specifications, and a final OPC. The final bid documents will be provided to the City electronically (pdf format)

Deliverables will include:
- Final construction drawings with plan and profile sheets;
- Technical specifications and front-end documents;
- Final OPC for budgeting and contractor bidding.

TASK 5 – BIDDING ASSISTANCE

Our team will assist the City during the bidding phase to ensure a smooth and transparent process. This will include:
- Responding to Requests for Information (RFIs) from prospective bidders;
- Preparing and issuing addenda if required;
- Assisting City staff in reviewing bids and verifying contractor responsiveness;
- Supporting the City during pre-bid meetings, if requested.

This phase ensures that the City receives competitive and complete bids aligned with the project's design intent.

TASK 6 - CONSTRUCTION MANAGEMENT SERVICES (BID ALTERNATE)

JVA often takes an active role during the construction phase of a project. As our client, we will look out for your interests in terms of maintaining quality execution of the construction work, reviewing change orders and pushing back when costs appear to be unrealistic or unfounded. We hope to develop a long term relationship with the City and acknowledge that our performance will earn your trust on future projects.

We see the core elements of this task, construction support services, as follows:
- Review of submittals.
- Response to RFI's.
- Review of change orders.
- Site visits.
- Attendance during construction meetings.
- Supporting final walkthroughs, punch-list preparation, and project closeout.

Construction phase services can be difficult to estimate accurately because the level of effort is highly dependent on project specific conditions, final design and the City's desired level of involvement. JVA has included an allowance for construction services in the enclosed fee breakdown; however, we request that this portion of the fee be revisited and negotiated after bidding and award, when the construction schedule, contractor approach, and anticipated support needs are better defined. This will help ensure the final scope and budget align with both the City's expectations and JVA's planned level of effort.

This level of involvement ensures the City receives consistent oversight, proactive communication, and timely resolution of field issues, helping to keep the project on schedule and within budget while minimizing risks during construction.

QUALITY ASSURANCE

The JVA team is committed to excellence in our service to our Clients. We recognize true service to the County is more than quality engineering. Quality in JVA projects is also maintained by several important factors:

- Our similar work on past projects of similar scope promotes efficiency
- Work is reviewed internally for quality, possible value engineering benefits, and engineering excellence
- JVA has instituted in-house Project Management training that includes workshops, implementation of quality control tools and outside speakers
- Our firm excels in evaluations, state and local regulatory relationships, and public outreach
- Our team approach in effective communication is unparalleled

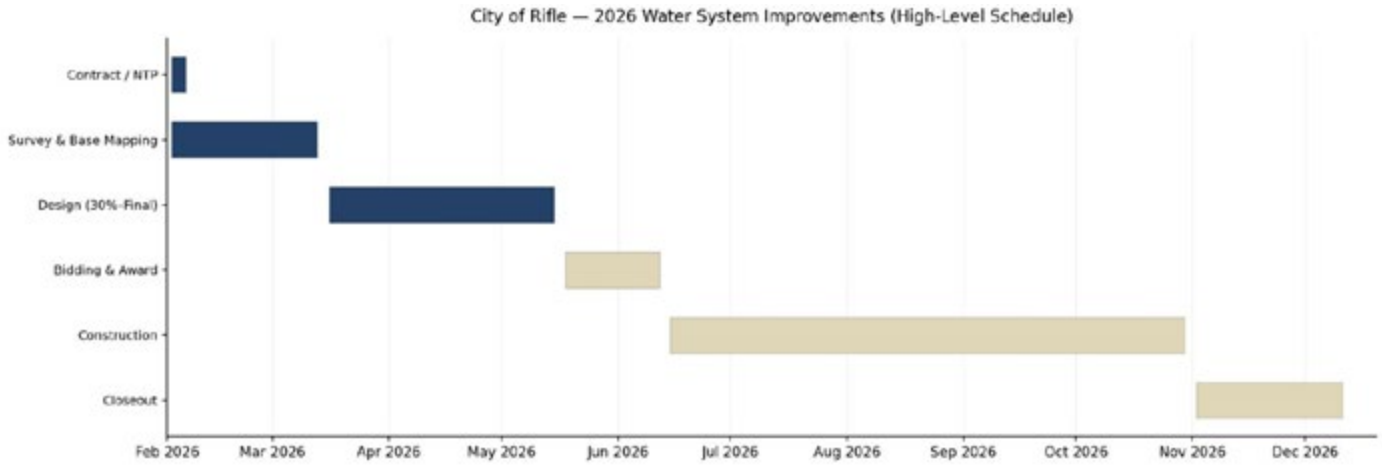
JVA performs internal peer reviews and quality control meetings with every stage of project. The process involves senior staff that are not involved in the project and utilizes extensive mathematical and drawing checks. The QA/QC process involves the principal and CAD manager in all major milestones in the project and helps to assure that the wisdom of our most senior staff is imparted into all stages of design.

In order to ensure our projects retain the assigned staff from start to finish, JVA uses Microsoft Project, a portfolio scheduling software program, to review staff workload projections and manage our staff resources for all projects. We also routinely review current and three-month project workload and capacity to keep our project teams consistent and committed to each project. We use Microsoft Project to schedule all deliverables, milestones, and project tasks to keep the project moving forward and understand how items impacting the schedule's critical path may change throughout the project.

Proposed Timeline

JVA understands the City's objective is to advertise the project for bid beginning in May 2026. To support this timeline, we propose an accelerated design progression that advances directly from 30% to 90% design, minimizing interim review cycles while maintaining the technical rigor needed to produce a complete, biddable package. This approach streamlines document production, concentrates coordination into focused checkpoints, and maximizes schedule efficiency without compromising deliverable quality.

The main schedule driver is completion of the survey effort, which is the critical first step underpinning design development. Accordingly, JVA will prioritize early survey initiation and rapid incorporation of survey data into the base mapping so that design can proceed without interruption. Once survey is complete, design can advance efficiently through focused 30% review, expedited refinement to 90%, and final bid-ready documents aligned with the City's May 2026 bidding target.



Fee Schedule

JVA has prepared a fee for the proposed scope of work identified in the RFP and Addendum. Located in Appendix B is a Work Breakdown Structure detailing the required hours and hourly rate for the JVA team as well as subconsultant fees by Task. Although the WBS identifies hourly rates for the JVA team, we've included our 2026 hourly rate sheet.

JVA worked closely with the City to provide limited construction administration and observation services during construction of the pond inlet improvements project. JVA proposes a similar time and materials approach and have provided an estimate of our construction involvement based on our current project understanding.



References & Past Work

Below is a sample list of JVA's past experience with the City of Rifle.

WATER & WASTEWATER UTILITY MAINTENANCE, CAPITAL & RATE STUDY

City of Rifle

JVA worked with the City of Rifle to develop a GIS based asset management program for both the water distribution system and wastewater collection system. This effort was part of a larger Utility Maintenance, Capital, and Rate Study by JVA along with Raftelis Financial Consultants. The goals of the project were to develop a capital improvement plan to establish the City's revenue requirement, update utility rates and rate design, introduce an asset management component to the existing GIS database, and to create a record of institutional knowledge by creating a fixed asset list.

JVA updated the existing tabulated GIS information to establish pipeline and utility segments with condition ratings, criticality ratings, and ultimately a priority ranking to establish the highest priority for rehab or replacement based on both the probability and consequence of failure.

SECOND POND INLET

City of Rifle

JVA provided engineering and design services for the City of Rifle Second Pond Inlet project to improve operability and sediment management at the City's pond intake facilities. The work included design of a new inlet structure (rising-stem stainless steel slide gates, flow diversion box, protective bar rack, vehicle-rated cover, and safety fencing), tie-in to the existing bypass line, and addition of a valved cleanout connection to allow sediment flushing into the pond rather than the Raw Water Pump Station wet well. JVA's scope also included coordination of survey and geotechnical investigation, development of 30/90/100% bid-ready plans and specifications, Army Corps permitting coordination, and support through bidding and construction as needed.

NORTHEAST BOOSTER STATION BACKUP GENERATOR

City of Rifle

JVA provided electrical and civil/structural design services for the City of Rifle Northeast Booster Station Backup Generator Project to deliver reliable standby power and maintain water distribution operations during utility outages. The work included site verification and data collection, a detailed electrical load study and generator sizing, design of the automatic transfer switch (ATS) and distribution/protection integration, and development of a controls/SCADA integration plan coordinated with the City's integrator (Browns Hill Engineering & Controls). JVA also designed the generator siting and support features (pad/foundation, conduit routing, access, drainage, and protection), addressed applicable code and environmental compliance requirements, and prepared bid-ready drawings and specifications along with a commissioning/startup plan (including transfer testing, load-bank testing, and SCADA point-to-point verification).

> *"You and your team have delivered every bit of what you said you would and more. We are very pleased to have gone with JVA for this project."*
>
> **Brian G. Prunty**
> Public Works Director
> City of Rifle

Below is a list of JVA's past experience with the City of Grand Junction.

Reference
Mark Ritterbush, Water Services Manager
markri@gjcity.org
970-256-4185

2022 WATERLINE REPLACEMENT PROJECT

City of Grand Junction

JVA provided engineering design services for the City of Grand Junction's 2022 Waterline Replacement Project to replace aging infrastructure and improve system reliability. The project included replacement of approximately 14,575 LF of 6-inch cast iron pipe with 6-inch PVC between Orchard Mesa Avenue and North Avenue, from N 15th Street to 28 Road. New 6-inch PVC looping segments were added along Hale Avenue and Texas Avenue to reduce dead ends. The design included service reconnections, fire hydrant replacement, minimum 4-foot burial depth, and preparation of 30%, 90%, and final bid-ready plans with survey and utility coordination.

Project Type
Waterline Replacement

Size/ Capacity
14,575 LF
6" PVC

KANNAH CREEK RAW WATERLINE

City of Grand Junction

JVA provided engineering design services and a comprehensive alternative analysis for the Juniata Inlet Reroute project which consisted of replacing over 7,000 linear feet of 20-inch raw waterline and a new intake tower structure for the Juniata Reservoir. JVA also provided an alternative analysis evaluation to replace 11,000 linear feet of 20-inch raw waterline for the City's Upper Kannah Creek Flow Line Replacement Project. JVA is currently providing permitting and design for this waterline project.

Project Type
Waterline Replacements

Size/ Capacity
>7,000 LF
20" raw waterline

JUNIATA INLET REROUTE

City of Grand Junction

JVA provided engineering design services for the City of Grand Junction's Juniata Inlet Reroute Project to reroute the City's raw water supply from Juniata Reservoir to the Kannah Creek Water Treatment Plant. Services included an intake structure alternatives analysis for a new intake tower, coordinated with AECOM to address constructability and dam safety. JVA developed bid-ready design documents for over 7,000 LF of 20-inch raw waterline improvements, including a new pipeline parallel to the existing Kannah Creek Flowline and a new connection to the WTP. Support included site reconnaissance, survey and geotechnical coordination, utility crossing identification, and preparation of 30%, 90%, and final construction documents.

Project Type
Waterline Replacements

Size/ Capacity
> 7,000 LF
20" raw waterline

LINDEN AVE WATERLINE IMPROVEMENTS

City of Grand Junction

JVA provided engineering design services for the City of Grand Junction's Linden Avenue Waterline Improvements to rehabilitate critical infrastructure between the Water Treatment Plant and Santa Clara Avenue. The project included rehabilitation of approximately 5,500 LF of 24-inch steel waterline along Linden Avenue, including a Highway 50 crossing, using Cured-in-Place Pipe and open-trench methods. Additional work included replacement of 500 LF of 8-inch cast iron waterline, reconnection of an existing tap at Unaweep Avenue, and rehabilitation of 400 LF of raw water pumpback piping beneath the WTP OSG building. JVA completed bid-ready plans, cost opinions, and coordinated geotechnical and utility investigations.

Project Type
Waterline Replacements

Size/ Capacity
5,500 LF
24" steel waterline

WOODMOOR HIGHWAY 105 UTILITY RELOCATION

Woodmoor Water & Sanitation District

Project included design and construction administration for replacing water and sewer utilities within a highway corridor. Work involved 3,000 feet of new 6-, 8-, and 12-inch water mains, a raw water transmission pipeline, air-release valve vault, service line and hydrant replacements, and close contractor coordination to minimize downtime.

Project Type
Distribution System Relocation

Size/ Capacity
6,500 LF
6”-12”

Reference
Jessie Shaffer, District Manager
JessieS@woodmoorwater.com
719.488.2525

LAMAR MAIN STREET WATER DISTRIBUTION SYSTEM REPLACEMENT

City of Lamar

JVA designed about 22,000 feet of 6”, 8”, and 12” waterline replacement across the City of Lamar as part of the CDOT Main Street Rehabilitation project. Responsibilities included hydraulic calculations, alignment alternatives, tie-in details, construction documents, coordination with BNSF for ROW crossing, and full construction administration.

Project Type
Distribution System Replacements

Size/ Capacity
35,000 LF
12”, 16” PVC

Reference
Pat Mason, Public Works Director
pat.mason@ci.lamar.co.us
719.336.1304

RED HILL FOREST WATERLINE REPLACEMENT

Redhill Forest Property Owners Association

The Redhill Forest Property Owners Association hired JVA to design and secure funding for 8.5 miles of water distribution upgrades. The project included 6-inch insulated pipe buried 9 feet deep, blow-off drains, air release and pressure reducing valves, hydrant and service replacements, and USDA-funded construction administration and RPR by JVA.

Project Type
Waterline Replacements

Size/ Capacity
8.5 miles
6” insulated pipe

Reference
Buzz Angeli, President
buzz.redhill@gmail.com
720.454.9952

PROSPECT MOUNTAIN DISTRIBUTION SYSTEM IMPROVEMENTS

Town of Estes Park

JVA designed the Prospect Mountain water distribution improvements in Estes Park after completing planning, hydraulic modeling, and funding support. Work includes 30,000 feet of water main replacement, a new booster pump station, and 180,000-gallon storage tank, with USDA RD funding, easements, and ongoing construction administration.

Project Type
Water Main Distribution Improvements

Size/ Capacity
30,000 LF

Reference
Jacqui Wesley, P.E., Project Manager, Utilities
jewsley@estes.org
970.577.3611

PUEBLO WEST METRO DISTRICT WATER DISTRIBUTION SYSTEM LOOPING AND MAINS

Pueblo West Metropolitan District (PWMD)

JVA has designed and administered over 20 miles of waterline projects for the Pueblo West Metropolitan District across 13 projects, featuring 4–36” PVC and HDPE pipelines, including 10+ miles over 16”. Services include hydraulic modeling, PRV vaults, well connections, and complex jack-and-bore crossings, providing cost-effective, reliable systems delivered on time and within budget.

Project Type
Water Main Distribution Improvements

Size/ Capacity
>100,000 LF

Reference
Jeffrey DeHerrera, Deputy Director of Administration, Utilities
jdeherrera@pueblowestmetro.us
719-547-5044

BOULDER - FORT COLLINS - WINTER PARK - GLENWOOD SPRINGS - DENVER

Resumes

Andrew C. Sparn

Principal, Environmental Engineering

Education

B.S. Civil Engineering, Columbia University, School of Engineering and Applied Science, New York, NY, 2008

B.S. Physics, University of Puget Sound, Tacoma, WA, 2006

Registration

Professional Engineer; Colorado (2015)

Professional Organizations

American Water Works Association (AWWA)

Water Environment Federation (WEF)



Project Experience

City of Rifle Water and Wastewater Utility Maintenance, Capital, and Rate Study, Rifle, CO. Principal for developing a GIS based asset management program for both the water and wastewater collection systems. Used the existing GIS data the City maintained to provide an asset management plan from the analysis of the condition and criticality of their system and calculate an overall priority grade for the City to understand where in their system they should invest time and money to create a proactive removal and replacement program.

City of Lamar Main Street Potable Water Distribution, Lamar CO Project Manager for the design and construction administration for replacement of the potable water distribution system within the Main Street Corridor. The project included approximately 12,000 ft of 6", 8", and 12" PVC C900 distribution piping. Work also includes replacing the existing lead services with HDPE services to the businesses and residents along Main Street as well as transmission isolation valves, fire hydrants, and ground hydrants to facilitate the watering of the flower pots bordering Main Street. Main Street is also CO Highway 287 and the project was delivered in partnership with the City and CDOT. Project funding included a DWRF loan and DOLA EIAF grant. Phase 1 and Phase 2 were recently completed, and Phase 3 is anticipated to commence construction in Spring of 2021.

City of Westminster PRV Rehabilitation and Replacement Project, Westminster, CO Project Manager for water distribution system hydraulic modeling, condition and performance evaluations of eleven existing PRV vaults, design of two new, one rehabilitated, and two abandoned PRV vaults, including bypass pipelines and interconnects between parallel water mains. PRVs ranged in size from 8" to 16". The project involved pipe materials of asbestos cement, PVC, steel, and ductile iron. Existing vaults located in roadways were abandoned and replaced with new vaults located behind the curb to improve maintenance and operations access. Instrumentation and controls were included and tied into the City's SCADA system.

C Lazy U Ranch Water Distribution System, C Lazy U Ranch, CO Project Engineer for the design and construction administration of 2,200 LF of HDPE and PVC water distribution line. Innovative design and installation included boring water mains and service lines from the water storage tank to each individual building. Horizontal directional drilling (HDD) methods reduced overall project duration and cost, reduced water system shutdown and minimized disturbance to the Ranch and its guests.

City of Lamar Raw Water Transmission Line, Lamar, CO Project Manager for the design of 35,000 ft of 12" C-900 and 16" C-905 PVC raw water transmission line. Responsible for hydraulic calculations, pipeline alignment, tie-in details and construction documents. Performed construction administration for the duration of the project, reviewing submittals, field engineering for below grade unforeseen conditions, and weekly construction meetings. Provided oversight for final commissioning, including tie-in and switchover, flushing, pressure testing and disinfection.

Aspen Springs Water System Improvements, C Lazy U Ranch, CO Design Engineer and responsible for construction administration of new gallery well with 5,100 LF raw water distribution line, including 200 LF horizontal directional drill under Willow Creek, water treatment facility (WTF) improvements. WTF improvements included cartridge filtration, iron and manganese filtration, backwash tank, EPA permitted Class V underground injection well (UIC), electrical and controls upgrades, standby generator and automatic transfer switch (ATS).

Town of Lochbuie Water Model and Master Plan, Lochbuie, CO JVA prepared a fast tract Water System Master Plan for the Town of Lochbuie in 2016. The Master Plan included water demands, raw water source and quality, treatment, and potable water distribution and storage evaluations. The capital improvements plan for the Town include a WTP expansion, new elevated water storage tank, booster station, and new transmission mains, and available interconnects. Each of these projects will be required to serve new developments expected to break ground over the next five years. With this master plan in place, development reviews are streamlined. The planned WTP expansion project will increase reverse osmosis membrane capacity from 1.44 MGD to 3 MGD and include membrane clean in place process improvements.

Cooper D. Best, PE

Sr. Project Manager, Regional Manager, Environmental Engineering

Education

B.S. Texas A&M University, Civil Engineering, 2000

M.S. Colorado School of Mines, Environmental Engineering, 2009

Registration

Professional Engineer: Colorado, 2005

Professional Organizations

Water Environment Federation

Rocky Mountain Water Environment Association – Executive Committee

American Water Works Association



Project Experience

Project Manager or Engineer of Record for the following Facilities:

City of Grand Junction: Cooper has worked on all City of Grand Junction water and wastewater projects primarily as the client service manager and project manager. A few reference projects are described below.

Grand Junction Kannah Creek Flowline Replacement Project, Grand Junction, CO – Project manager for design of 6,200 lineal feet of new 20-inch PVC raw water pipeline to replace the existing raw waterline along the Junita Reservoir, 1,240 lineal feet of 6-inch PVC waterline off the raw waterline to connect into the feed for the water treatment plant, and a 20-inch PVC discharge pipeline into the Juniata Reservoir. The project included using existing GIS data as the base files and minimal survey to design the pipeline alignment. Used site visit and City knowledge to determine connection locations and design constraints.

Grand Junction Juniata Inlet Reroute Project, Grand Junction, CO – Project manager for planning-level alternative analysis and engineering design of the Juniata Reservoir inlet reroute, including over 7,000 LF of new 20-inch raw water pipeline and a new reservoir intake tower structure to improve raw water diversion to the Kannah Creek Water Treatment Plant. Led coordination with the City and project partners on intake concepts and constructability, performed site reconnaissance to confirm alignment constraints and tie-in locations, and directed development of 30% and 90% plans/specifications and an opinion of probable cost to support bidding. Coordinated survey, geotechnical borings, and utility conflict investigations (including potholing at key crossings) to minimize design risk and support a bid-ready deliverable package.

City of Grand Junction 2022 Waterline Replacement Project, Grand Junction, CO – Project manager for design of a water distribution replacement and looping program including approximately 14,575 LF of 6-inch PVC waterline to replace existing 6-inch cast iron pipe between Orchard Mesa Avenue and North Avenue (generally N 15th Street to 28 Road), plus new system looping along Hale Avenue (~325 LF) and Texas Avenue (~250 LF) to improve redundancy and reduce dead ends. Managed development of 30%, 90%, and final bid-ready plans and specifications, coordinated with the City on use of City-provided survey/GIS, and incorporated service reconnections, hydrant replacement, and depth/constructability constraints into the design along the corridor.

City of Grand Junction Raw Waterline, Grand Junction, CO – Project Manager for a large raw water transmission main project for the purposes of delivering raw water from the City's Water Plant to City property located in west Orchard Mesa and the north side of the Colorado River water front. The project entails rehabilitation or sliplining of approximately 5800 feet of abandoned 16-inch water line, extension of approximately 2050 feet of 12 to 16-inch water line, 2000 feet of rehabilitation or sliplining of 2000 feet of abandoned 20-24 inch cast iron/steel then 1400 feet of 12-inch line to the proposed Riverfront at Las Colonias Park development. The design includes a bridge crossing. Services include water system modeling, CDOT permitting, stakeholder meetings, Army Corps permitting, construction drawings, specifications and construction administration.

Mt. Crested Butte Water & Sanitation District, Mt. Crested Butte, CO – Project Manager for a variety of projects with the District including the Water Treatment Plant, Raw Waterline and East River Pump Station Improvements, WWTF UV Building, WWTF Process Building Improvements, Splitter Box and EQ Basin Building Improvements, Construction Observation services, Paradise Lift Station Pump Analysis, Paradise Lift Station Building. Services have included planning, permitting, design, bidding and construction services on water and wastewater projects.

Grand Junction 12th & Wellington, Grand Junction, CO – Project Manager for design of the sewer replacement near 12th and wellington. The project includes replacing the approximately 950 linear feet of reinforced concrete sanitary sewer pipe and manholes that parallel the Grand Valley Canal and serve the commercial buildings nearby.

Adam M. Racette, PE

Senior Project Manager, Environmental Engineering

Education
B.S. Michigan State University, Civil Engineering, 2002

Registration
Professional Engineer: Colorado, 2009

Professional Organizations
Rocky Mountain Water Environment Association

American Water Works Association



Project Experience

Grand Junction Paradise Hills Subdivision Sewer Improvements, Grand Junction, CO – Project Manager for a sanitary sewer improvement design project that included analyzing the existing conditions of approximately 6,600 linear feet of sanitary sewer using sanitary sewer video and reports provided by the City of Grand Junction for replacement. An existing conditions assessment memo was developed as part of the work and provided recommendations for improving the sanitary mains using cured in place pipe lining or open cut methods. Existing pipe defects and their recommended repair options were also provided as part of the assessment.

Grand Junction 12th & Wellington, Grand Junction, CO – Technical lead for design of the sewer replacement near 12th and wellington. The project includes replacing the approximately 950 linear feet of reinforced concrete sanitary sewer pipe and manholes that parallel the Grand Valley Canal and serve the commercial buildings nearby.

Grand Junction Clymer Way Water and Sewer Improvement Project, Grand Junction, CO – Project Manager for a sanitary sewer and water distribution replacement project in the Clymer Way, Santa Clara Avenue, and Highway (Hwy) 50 area in Grand Junction. The sanitary sewer is approximately 3,000 linear feet and the waterline is also approximately 3,000 linear feet. The work includes review of existing sanitary sewer reports and videos provided by the City and a recommendation memo summarizing the sanitary sewer replacement options. Water line improvements include the replacement of existing cast iron lines and a jack and bore under Hwy 50. The City's existing water model will be used to analyze fire flows and provide a recommended waterline size for the crossing.

Grand Junction Linden Avenue Waterline Improvements, Grand Junction, CO – Project Manager for the rehabilitation of a 24-inch steel waterline in Linden Avenue that is approximately 5,500 linear feet. It begins at City's Water Treatment Plant (WTP) and follows Linden Avenue ending at Santa Clara Avenue. The project involves crossing Unaweep Avenue and Highway 50 where jack and bores will be utilized to minimize traffic disruption. The use of cured of Cured-in-Place Pipe was analyzed as a replacement option in lieu of open trench replacement for the 24-inch steel waterline.

Grand Junction Kannah Creek Water Storage Tank Project, Grand Junction, CO – Project Manager for the design of a new 250,000 gallon water storage tank in Grand Junction. Work included an analysis of tank material options and opinions of probable cost for comparison. The final design was a new cast-in-place concrete tank with associated appurtenances and waterline improvement. The new tank was successfully permitted through the Colorado Department of Public Health and Environment.

City of Grand Junction Water Treatment Plant Filter Upgrade Project, Grand Junction, CO – Project Engineer for a filter upgrade project at the City of Grand Junction's WTP. The 14 MGD plant required underdrain, media and control upgrades. The existing Wheeler block underdrains where removed and replaced with Leopold underdrains with air scour to improve filter performance and extend filter run times. The Leopold underdrains and media caps helped reduce the new media profile thereby reducing media costs and allowing longer air scour times. Other improvements included the additional of blowers, repurposing existing buildings, air piping, and controls upgrades.

City of Glenwood Springs WWTF and Lift Station, Glenwood Springs, CO – Design engineer for a new 8,000 gpm lift station and 2.0 MGD WWTF. The $28.5 million capital improvement project to relocate the Rotating Biological Contactor wastewater treatment facility constructed in 1978 from central Glenwood Springs to a new parcel near West Glenwood along I-70 and the Colorado River. The project included feasibility studies, treatment evaluations and site selection for the construction of a new Lift Station, Force Main, Headworks, biological treatment process, clarifiers, RAS/WAS pumping facilities, covered aerobic digesters (block CMU with twin tee roof), UV disinfection, biosolids dewatering and disposal facilities. Advanced odor control was incorporated at all facilities.

Laurie A. Laos

Conveyance Specialist, Environmental and Civil Engineering

Education
M.S. Civil Engineering, Colorado State University, 2014

B.S. Environmental Engineering, University of Wisconsin-Platteville, 2008

Registrations
Certified Floodplain Manager
Professional Engineer, (WY)

Professional Organizations
WEF, NASSCO, AWWA



Project Experience

City of Grand Junction Clymer Way Sanitary and Water Improvements, Grand Junction, CO
Senior Engineer responsible for review and quality control for the design of approximately 3,600 LF of water main replacement ranging from 2" HDPE to 24-inch PVC pipe with open cut, HDD, and jack and bore construction methods and 2,750 LF of 8-inch sewer main replacement using with both open cut and CIPP construction methods. Ensured survey, trenchless technologies, and CDOT crossing were fully evaluated and coordinated to provide a vetted design to the client. Reviewed drawings, specifications and opinion of probable cost for consistency and accuracy.

City of Grand Junction Upper Kannah Creek Waterline Replacement Project, Grand Junction, CO
Performed an alternatives analysis for the two proposed alignments for the Upper Kannah Creek Waterline from the intake structure to Purdy Mesa Road. The alternatives analysis included preliminary design of the two alignments, cost estimates, determination of number of easements, ease of installation based on slopes and pipeline locations, and ease of the Kannah Creek crossing. Once an alternative was decided by the City, completed the construction documents for the Upper Kannah Creek Waterline which was a little over 10,700 lineal feet of 20-inch PVC pipe. Work included coordinating with the surveyor to complete easement descriptions for proposed alignment through private property, making any design adjustments for private property constraints, and working with City to resolve design and construction concerns. Worked with environment subconsultant for two river crossings, wetland delineation, and permitting. Coordinated with CDOT for roadway crossing and work within the right-of-way.

City of Grand Junction Water Infrastructure Projects, Grand Junction, CO
Senior Engineer for numerous water linear infrastructure projects with the City including: Kannah Creek Flowline Replacement, Upper Kannah Creek Waterline Replacement, Crosby Avenue Waterline Replacement, Riverside Waterline Improvements, Linden Avenue Waterline Improvements, Chipeta Ave and White Ave Waterline Replacement, 2022 Waterline Replacement, Kannah Creek Water Storage Tank. For each project, was responsible for the review and quality assurance/quality control for the design drawings, specifications and opinion of probable costs. JVA used GIS or survey data to complete the construction documents City Crews to complete the construction or for the project to go out to bid.

Woodmoor Water and Sanitation District No. 1 CO-105 Utility Relocation Phase B Design, El Paso County, CO
Senior Engineer for the modeling and design of the replacement of both sewer and water mains along CO-105 for the CO-105 improvements project. Modeling included analyzing the effects to the water system with the removal of water main and PRVs to accommodate the new roadway. Sewer modeling included determining the available rerouting of the sewer system and any capacity impacts to the system with the rerouting. The design includes coordination with the CO-105 highway design consultants and State, County, and District staff. The project includes abandoning water and sewer mains and services and rerouting approximately 2,800 LF of water and sewer infrastructure to accommodate the highway improvements.

Prospect Mountain Water Distribution System Improvements, Town of Estes Park, CO – Senior Project Engineer responsible for the design of water main distribution system replacement for the Prospect Mountain service area in the Town of Estes Park. Responsible for organizing and directing four design engineers used to complete the design of 30,000 LF of water distribution mains. Worked with available existing Town GIS data to develop preliminary design of the waterline and finalizing the design with the topographic survey. Developed easement figures for the legal descriptions. Coordinated with Town Staff for the preferred alignments and discussed best options for the alignment of the new waterline to provide service to all customers while considering all design constraints that are inherent with installation of a new waterline in an area that is already built out.

Zachary Ferguson

Senior Project Engineer, Civil Engineering

Education

B.S., Civil Engineering

University of Vermont, 2016

Registration

Engineer in Training (EIT)



Project Experience

Design Engineer for the following projects:

Grand Junction Kannah Creek Flowline Replacement Project, Grand Junction, CO – Project Engineer for design of 6,200 lineal feet of new 20-inch PVC raw water pipeline to replace the existing raw waterline along the Junita Reservoir, 1,240 lineal feet of 6-inch PVC waterline off the raw waterline to connect into the feed for the water treatment plant, and a 20-inch PVC discharge pipeline into the Juniata Reservoir. The project included using existing GIS data as the base files and minimal survey to design the pipeline alignment. Used site visit and City knowledge to determine connection locations and design constraints.

Grand Junction Upper Kannah Creek Waterline Replacement Project, Grand Junction, CO – Performed an alternatives analysis for the two proposed alignments for the Upper Kannah Creek Waterline from the intake structure to Purdy Mesa Road. The alternatives analysis included preliminary design of the two alignments, cost estimates, determination of number of easements, ease of installation based on slopes and pipeline locations, and ease of the Kannah Creek crossing. Once an alternative was decided by the City, in process of completing the construction documents for the Upper Kannah Creek Waterline. Coordinated with surveyor to complete easement descriptions, made adjustments to the design for private property constraints, and worked with City to work through design and construction concerns.

Grand Junction Paradise Hills Subdivision Sewer Improvements, Grand Junction, CO – Project Engineer for a sanitary sewer improvement design project that included analyzing the existing conditions of approximately 6,600 linear feet of sanitary sewer using sanitary sewer video and reports provided by the City of Grand Junction for replacement. An existing conditions assessment memo was developed as part of the work and provided recommendations for improving the sanitary mains using cured in place pipe lining or open cut methods. Existing pipe defects and their recommended repair options were also provided as part of the assessment.

Grand Junction 12th & Wellington, Grand Junction, CO – Project Engineer for design of the sewer replacement near 12th and wellington. The project includes replacing the approximately 950 linear feet of reinforced concrete sanitary sewer pipe and manholes that parallel the Grand Valley Canal and serve the commercial buildings nearby.

Grand Junction Clymer Way Water and Sewer Improvement Project, Grand Junction, CO – Project Engineer for a sanitary sewer and water distribution replacement project in the Clymer Way, Santa Clara Avenue, and Highway (Hwy) 50 area in Grand Junction. The sanitary sewer is approximately 3,000 linear feet and the waterline is also approximately 3,000 linear feet. The work includes review of existing sanitary sewer reports and videos provided by the City and a recommendation memo summarizing the sanitary sewer replacement options. Water line improvements include the replacement of existing cast iron lines and a jack and bore under Hwy 50. The City's existing water model will be used to analyze fire flows and provide a recommended waterline size for the crossing.

Grand Junction Linden Avenue Waterline Improvements, Grand Junction, CO – Project Engineer for the rehabilitation of a 24-inch steel waterline in Linden Avenue that is approximately 5,500 linear feet. It begins at City's Water Treatment Plant (WTP) and follows Linden Avenue ending at Santa Clara Avenue. The project involves crossing Unaweep Avenue and Highway 50 where jack and bores will be utilized to minimize traffic disruption. The use of cured of Cured-in-Place Pipe was analyzed as a replacement option in lieu of open trench replacement for the 24-inch steel waterline.

Mapleton Mobile Home Park – North Side Utility Rehabilitation, Boulder, CO (2638c) – Design Engineer for the upgrade of water and sanitary sewer lines throughout the mobile home park. Project consisted of 970 length feet of new 8" C900 water line with ¾" type K copper service connections as well as 780 length feet of new 6" SDR 35 PVC sewer line with 4" SDR 35 PVC service connections.

John Podeyn

Construction Services Manager, Environmental Engineering

Education

B.S. Construction Management, Colorado State University, 1998



Project Experience

Ouray WWTF Improvements, Ouray, CO – CMAR Contract - Currently under construction – This project consists of building a new plant with concrete tanks, masonry, new equipment and piping, electrical and controls with site improvements. This will replace the current lagoon system. Review and provide feedback on the contractor GMP. Visit the jobsite 1 -2 times a week for inspections and coordination with the superintendent. Provide inspection reports with photos directing contractor to make any corrections as needed. Review pay applications and SRF compliance documents. Assist with submittal and RFI review.

Parkview WTP Expansion, Leadville, CO – CMAR Contract – Currently Under Construction – This project consists of a masonry building addition providing space for an additional 3rd filter with associated piping and equipment, electrical & controls, and various site improvements. Visit the jobsite 1 -2 times a week for inspections and coordination with the superintendent. Provide inspection reports with photos directing contractor to make any corrections as needed. Assist with submittal and RFI review. This project was completed under a previous employer

Snake River WWTP Utility – Dillon, CO – Headworks Improvements Project – CMAR Contract – Project Manager – This project consisted of replacing two existing screens, screen conveyor improvements, washer compactor, and grit conveyor. Equipment was ordered early through a procurement contract while design was completed. Concrete channel modifications where required for the new screens to fit. Detailed MOP's, and coordination were utilized for equipment replacement keeping the headworks operational during construction. This project was completed under a previous employer.

Frisco Sanitation District – Frisco, CO – WWTF Improvements – 4 phases – CMAR Contract – Project Superintendent – This project consisted of 4 phases: AWT & Digester Tank Improvements, Cantex Basin Improvements, New Effluent Outfall and Pump Station, & Additional Redundant UV installation. Removed and replaced media in AWT tanks as well as recoating. Recoated or replaced piping and supports in the digester tank. Converted 100' diameter steel Cantex tank to concrete including new equipment and piping. The effluent outfall was relocated to a different location into Dillon Reservoir by constructing a lined wet lands channel. An effluent pump station was also required due the new location. The final phase of the project was the installation of a second redundant effluent UV system. This project was completed under a previous employer.

Dillon Valley Water District – Dillon, CO – WTP Improvements – CMAR Contract – Project Superintendent – This project consisted of replacing the conventional media filters with a membrane system including improvements to the intake structure. This included a building addition for the new filters along with new process tanks installed in the existing building. The plant needed to have the ability to make water during construction which required careful coordination of shut downs and tie in work. A Coanda Hydroscreen was installed at the intake structure screening any solids before raw water entered the plant. This project was completed under a previous employer.

Drake Water Reclamation Facility – Fort Collins, CO. – **Sidestream 'P' Phosphorus Removal Project** - Partnering Contract - Project Manager – Involved with the project from 0% design to Final completion. Assisted the city in equipment selection in visiting installation sites in Europe as the technology and process did not exist in the U.S. at the time. Procured the equipment and rector tank while design was being completed due to long lead times. The project consisted of a new process building, fabrication and installation of 40' reactor tank with associated equipment, process tie ins, pump station from the digester complex, and various site improvements. The project resulted in 98% phosphorus removal. Connections and space in the new building were implemented for future harvesting equipment installation. This project was completed under a previous employer.

Drake Water Reclamation Facility – Fort Collins, CO – Cogen System Project – Partnering Contract **-** Project Manager – The purpose of this project was to utilize wasted flared digester gas to generate power for the plant. Involved from 0% design to final completion. Equipment was preselected and procured due to long lead times. This included the methane gas conditioning equipment and the generators. A hot water loop was also included to the generators adding more efficiency to the existing boilers. The gas conditioning equipment and the generators were installed on structural slabs in the open adjacent to the digester complex. This project consisted of very complex electrical and controls, process pipe tie ins, including site and grade improvements. This project was very successful and is a popular tour for other utilities and engineers.

BOULDER - FORT COLLINS - WINTER PARK - GLENWOOD SPRINGS - DENVER

Work Breakdown Structure

Water System Improvements

1/9/2026

DESCRIPTION OF SERVICES	Principal Andrew Sparn $240/hour		Senior Project Manager Cooper Best $228/hour		Senior Engineer Laurie Laos $196/hour		Technical Advisor Adam Racette $208/hour		Project Engineer Zachary Ferguson $156/hour		Design Engineer $144/hour		SUBTOTAL LABOR COSTS		EXPENSES				TOTAL COSTS (Rounded to Nearest 100)	
	HRS	SUBTOTAL	HRS	SUBTOTAL	HRS	SUBTOTAL	HRS	SUBTOTAL	HRS	SUBTOTAL	HRS	SUBTOTAL	HRS	$	PRINT	TRAVEL	SUB-CONSULTANTS	EXPENSE SUBTOTAL	LINE ITEM	
Task 1- Project Kickoff, Survey, Geotechnical, and Manhole Inspection																				
■ Kickoff Meeting and Site Visit	1	$240	3	$684	1	$196	3	$624	1	$156	1	$144	10	$2,044					$2,044	
■ Review Existing Information			2	$456	2	$392			4	$624	4	$576	12	$2,048					$2,048	
■ Utility Locates & Topographical Survey			2	$456	2	$392			2	$312	2	$288	8	$1,448			$27,000	$29,700	$31,148	
SUBTOTAL	1	$240	7	$1,596	5	$980	3	$624	7	$1,092	7	$1,008	30	$5,540			$27,000	$29,700		$35,200
Task 2 - Preliminary Design (30%)																				
■ Prepare Conceptual Design Plans	2	$480	30	$6,840	40	$7,840	8	$1,664	60	$9,360	100	$14,400	240	$40,584					$40,584	
■ Prepare Technical Specifications			4	$912	4	$784	4	$832	24	$3,744	24	$3,456	60	$9,728					$9,728	
■ SUE Investigation (Assumes 1 8hr day of potholing)			4	$912	4	$784			4	$624	4	$576		$2,896			$2,500	$2,750	$5,646	
■ Internal QA/QC	2	$480	2	$456	2	$392	2	$416	2	$312	2	$288		$2,344					$2,344	
■ 30% OPC	1	$240	1	$228	1	$196	1	$208	2	$312	2	$288	8	$1,472					$1,472	
■ Review Meeting with City Staff			2	$456	2	$392			2	$312	2	$288	8	$1,448					$1,448	
SUBTOTAL	5	$1,200	43	$9,804	53	$10,388	15	$3,120	94	$14,664	134	$19,296	316	$58,472			$2,500	$2,750		$61,200
Task 3 - 90% Drawings and Specificiations																				
■ 90% Design Plans	2	$480	30	$6,840	40	$7,840	8	$1,664	60	$9,360	100	$14,400	240	$40,584					$40,584	
■ 90% Specifcations (Technical and Division 1)			4	$912	8	$1,568	2	$416	16	$2,496	16	$2,304	46	$7,696					$7,696	
■ 90% OPC	1	$240	1	$228	1	$196	1	$208	2	$312	2	$288	8	$1,472					$1,472	
■ Internal QA/QC	2	$480	2	$456	2	$392	2	$416	2	$312	2	$288		$2,344					$2,344	
■ Review Meeting with City Staff			2	$456	2	$392			2	$312	2	$288	8	$1,448					$1,448	
SUBTOTAL	5	$1,200	39	$8,892	53	$10,388	13	$2,704	82	$12,792	122	$17,568	302	$53,544						$53,500
Task 4 - Final Drawings and Construction Documents																				
■ Final Design Plans - Construction Documents	2	$480	6	$1,368	12	$2,352	12	$2,496	12	$1,872	12	$1,728	56	$10,296					$10,296	
■ Final Specificiations	4	$960	2	$456	6	$1,176	12	$2,496	12	$1,872	12	$1,728	48	$8,688					$8,688	
SUBTOTAL	6	$1,440	8	$1,824	18	$3,528	24	$4,992	24	$3,744	24	$3,456	104	$18,984						$19,000
Task 5 - Bidding Assistance																				
■ Pre-Bid Meeting			4	$912									4	$912					$912	
■ RFIs and Addenda			4	$912	4	$784	2	$416	6	$936	6	$864	22	$3,912					$3,912	
■ Review Bids & Recommendation of Award			2	$456	2	$392	1	$208					5	$1,056					$1,056	
SUBTOTAL			10	$2,280	6	$1,176	3	$624	6	$936	6	$864	31	$5,880						$5,900
																			TOTAL	**$174,800**
Task 6 - Construction Management Services (Bid Alternate)																				
■ Construction Management/Observation Services (16hrs/wk, 6 months of construction, $158/hr																				$60,672
SUBTOTAL																				
																			TOTAL	**$60,672**

Environmental Department

2026 Hourly Billing Rate Schedule

POSITION	RATE
Principal	$240 – $288
Expert Witness	$280 – $368
Senior Project Manager	$196 – $228
Specialist	$196 - $216
Project Manager	$180 – $192
Senior Engineer	$184 – $192
Electrical Senior Project Engineer	$216 – $224
Construction Services Manager	$180 – $192
Senior Project Engineer	$156 – $168
Electrical Project Engineer	$164 – $176
Project Engineer	$148 – $156
Electrical Design Engineer	$144 - $156
Design Engineer	$136 – $144
Senior Designer	$168 – $176
CAD Designer	$144 – $164
Administrative Support	$124 – $144

Auto travel shall be reimbursed at a rate set by the IRS. Costs for express delivery, airfare, car rental, meals, lodging, printing, copying, and shipping shall be reimbursed at 1.1 times direct cost.

CONSULTING ENGINEERS

Procurement and Grant Reporting
City of Rifle
202 Railroad Avenue, Rifle, CO 8165
970-665-6412

MEMORANDUM

TO: Honorable Mayor and City Council Members

CC: Patrick Waller, City Manager, Craig Spaulding City Engineer and Jared Emmert Director of Utilities

FROM: Iris Trevisano, Procurement and Grant Reporting

DATE: January 21, 2026

SUBJECT: **Recommendation RFP - 2026 Water System Improvements**

Background

In order to keep up with waterline replacement goal of 10% the City has selected the waterlines contained herein for replacement in 2026. The 5th Street line will improve water quality for the adjacent users. The 4th Street line will improve reliability and capacity. The Prefontaine line will replace a watermain that has broke twice in 2025 alone. The South Rifle line will improve capacity and reliability. Both design and construction have been budgeted in 2026

Procurement

In accordance with our procurement code, we issued a Request for Proposal (RFP) for these services, which was posted on the Rocky Mountain e-purchasing system- bidnet direct website. An pre-bid meeting was held and attended by 5 consultants. At the close of the submission period, we received four proposals. A selection committee was established to evaluate and score the proposals. Their proposals were assessed on several criteria, including qualifications, relevant experience, proposed timeline, cost, and deliverables. A scoring rubric—outlined in the RFP—guided the evaluation, with emphasis on technical expertise, and the clarity and Utility Design. Colorado River Engineering and SGM Engineering received a Local Preference Code Sec. 4-3-210. Both received a discount for being located in Rifle and Garfield County.

202601 - 2026 Water System Improvements				
Committee Member	Colorado River Engineering	JVA, INC	River City Consultants, Inc.	SGM Engineering and Surveying
	$298,255.00	$ 235,472.00	$269,800.00	$315,002.00
1	91.00	**92.00**	78.00	85.00
2	87.00	**91.00**	87.00	88.00
3	87.00	**92.45**	83.66	85.98
Total	265.00	**275.45**	248.66	258.98
Average	88.33	**91.82**	82.89	86.33
Local's Preference	90.98			87.62

Recommendation

After a careful evaluation process, the selection committee recommends that City Council approve a contract with JVA, Inc. in the amount of $235,472.00 to provide design services for the 2026 Water System Improvements. JVA, Inc. was selected based on the qualifications of its team and its strong experience with previous projects for the City of Rifle. Staff recommends awarding the contract accordingly.

Thank you,

Iris Trevisano
Procurement and Grant Reporting Manger

CITY OF RIFLE
PURCHASE REQUEST

1.	**Vendor Name** NEW: W-9 attached ☐
	JVA, Inc

2.	**Vendor Address**
	1319 Spruce St, Boulder, CO 80302

3.	**For the Purchase of (description)**
	Design of the 2026 Water System Improvements

4.	**Amount Requested**	**Amount Budgeted**	**Finance Director Verified Funds Avail.**
	$235,472.00	$472,000	

5.	**Dept. Name**	**General Ledger Acct #**
	UTIL - WATER	310-4333-400-738

6.		**Type of Purchase**
	☐	Capital Construction
	☐	Capital Construction – Change Order
	☐	Capital Equipment
	☐	Plant Equipment
	☐	Materials, supplies, non-profession/technical services (includes computer/software maint.)
	✔	Professional Services
	☐	Utilities (includes equipment installation and ongoing contracts)
	☐	Land, easements, ROW

7.		**Purchasing Process Required (Rifle Municipal Code sections for guidance)**		
	☐	Cooperative Purchasing:	Sec 4-3-90	
	☐	Open Market:	Sec. 4-3-40(c)	
	☐	Comparative Pricing:	Sec. 4-3-40(d)	
	✔	Request for Proposal:	Sec. 4-3-40(e)	(attach bid tab)
	☐	Competitive Sealed Bid:	Sec.4-3-40(f)	(attach bid tab & advertisement)
	☐	Sole Source:	Sec. 4-3-40(a)	(attach memo)

8.		**Authorization Required**
	✔	City Manager
	✔	City Council

9.	**Signatures**		
	Position	**Signature**	**Date**
	Department Director		
	City Manager		
	City Council Approval (meeting date)		
10.	**Purchase Order # assigned by Finance**		

Please send copy of Purchase order to Iris

FOR FULL CITY OF RIFLE PURCHASING PROVISIONS CLICK HERE

TABLE 1 - IS A PURCHASE ORDER NECESSARY

Amount of Purchase	*Is Purchase Order Needed*	*Method of Source Selection*
$0.01 - $10,000	No – Dept Head Approval	No special sourcing
$10,000.01 - $25,000	Yes – City Manager Approval	Yes – see table 2 below
$25,000.01 or Greater	Yes – Council Approval	Yes – see table 2 below

TABLE 2 - METHODS OF SOURCE SELECTION

Methods of source selection	*Contract limits*
Competitive sealed bidding	Greater than $50,000.00
**Competitive sealed proposals	Greater than $10,000.00 and less than $50,000.00**.

**Greater than $50,000 allowed for Construction Manager/General Contractor proposals, or similar type proposal.

Small purchases	Less than $10,000.00 - DEPARTMENT HEAD DISCRETION

TABLE 3 - LOCAL VENDOR PREFERENCE

Contract Amount	Primary Preference In City Limits	Secondary Preference In County Out of City
Less than $1,000	10% discount	5% discount
$1,001 to $5,000	8% discount	4% discount
$5,001 to $25,000	6% discount	3% discount
$25,001 to $100,000	5% discount	2% discount
$100,000 to $200,000	4% discount	2.5% discount
$200,001 to $500,000	3% discount	1.5% discount
$500,000 or greater	2% discount	1% discount

Agenda Item #8.h.

Agenda Item Name:
Consider Nomination of Colorado River Valley Economic Development Partnership Member Representative

Presenter:
Patrick Waller, City Manager

Item Description:

Recommended Action:
Move to approve Council member (....) as City of Rifle representative on the Colorado River Valley Economic Development Partnership.

Fiscal Impact:
N/A

Operational Impact:
N/A

Prior Board Motions:
N/A

Background Information:
N/A

Executive Summary:
The Colorado River Valley Economic Development Partnership has sent out nomination forms that allow the City of Rifle to nominate a representative on the board. While the group has been evolving, the City Manager has been the Rifle representative. The term of the board member is two years. Meetings are monthly and available both in-person and virtually. The next meeting is January 27th from 10:00 - 12:00.

Notification Requirements:
N/A

Prepared By:
Patrick Waller, City Manager

Attachments:
1. CRVEDP_Municipal_Representative_Nomination_Form_2026

CRVEDP Municipal Representative Nomination Form

For Municipalities: New Castle, Silt, Rifle, Parachute, Battlement Mesa
This form allows each municipality to designate its representative to the CRVEDP Board, as outlined in Article IV, Section 1 of the bylaws.

1. Municipality

Please select your municipality:

[ ] New Castle

[ ] Silt

[ ] Rifle

[ ] Parachute

[ ] Battlement Mesa

2. Representative Information

Full Name: _____

Title / Role (Staff or Elected Official): _____

Email: _____

Phone: _____

Mailing Address: _____

3. Authorization

By submitting this form, the municipality confirms the designated representative and acknowledges that the appointment will be subject to majority vote approval as required by the bylaws.

Authorized Official Name: _____

Title: _____

Signature: _____

Date: _____

4. Submission

Submit this completed form to the CRVEDP Director and Board Chair at least one (1) week prior to the selection meeting.

Agenda Item #9.a.

Agenda Item Name:
Report to City Manager

Presenter:
Patrick Waller, City Manager

Item Description:
Staff report on notable tasks completed within the individual departments.

Recommended Action:
No action necessary

Fiscal Impact:
None

Operational Impact:
None

Prior Board Motions:
None

Background Information:
None

Executive Summary:
Work Report to City Manager
01/16/2026

Notification Requirements:
None

Prepared By:
Alexis Ramirez, City Clerk

Attachments:
1. PD Report - Jan. 21
2. 2026 Parks and Recreation Fee Increases
3. 1.21.2026 Report to City Manager

WORK REPORT TO CITY MANAGER
(1-21-2026)

POLICE

- RPD officers issued a total of 158 citations in December. Of those citations, officers initiated 260 traffic contacts yielding 113 traffic citations.
- Officers responded to 1120 calls for service in December, yielding 43 cases requiring follow-up and additional investigation.
- Officers made 24 arrests in December.

Comparison

Activity	Dec 25	25-Nov	Diff.	Dec 24	Diff.
Cases	43	55	-12	59	-16
Incidents	1120	1096	24	1166	-46
Tickets	158	149	9	167	-9
Traffic Stops	260	207	53	191	69
Traffic Violations	113	88	25	98	15
Arrests	24	35	-11	56	-32

Evidence

What are some types of evidence we are processing?

Body Worn Camera: Cameras worn by police officers to capture interactions/incidents/contacts with the public.

Fleet Camera: in-car cameras, one front and one interior in each patrol officer's vehicle

Community Request: Link sent to citizen to send us their relevant photos/videos relating to an incident or case

Capture: Axon app on officer's phone, so they can take photos, audio, etc. and it's uploaded directly to Axon

User Upload: Officer uploaded media to Axon, not through Capture application

Other: Clips/Extractions created by Records from original videos

EVIDENCE

Source	Count
Body-Worn Camera	1664
Fleet Camera	1017
Community Request	71
Capture	583
User Upload	64
Other	0
Total	**3399**

File Type	Count
Video	2744
Audio	9
Document	0
Image	646
Total	**3399**

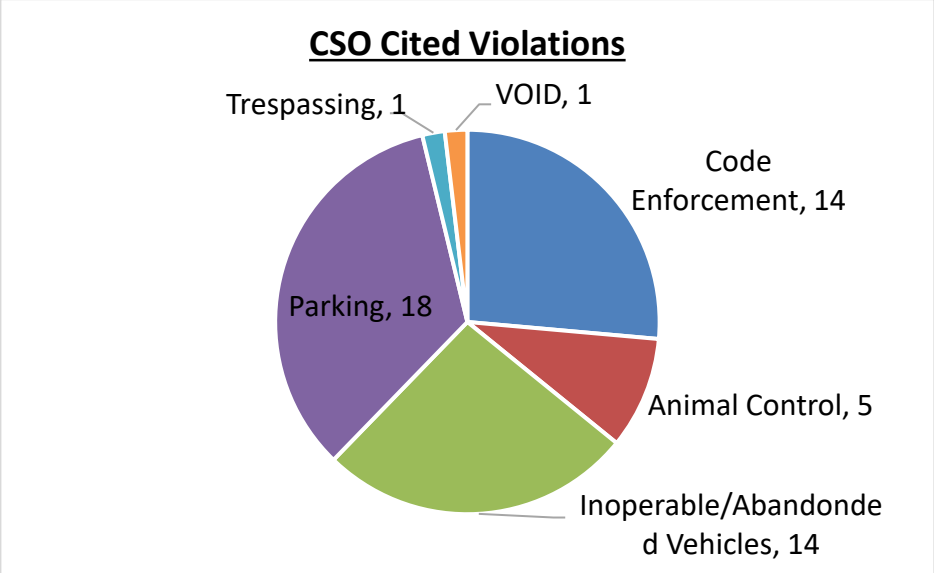
Who is requesting records?

RECORDS	
Requestor	**Count**
DA's Office	46
City Prosecutor	0
Citizen	22
Other LE Agency	5
DHS/YouthZone	3
CBI/FBI	2
Insurance	4
Total	**82**

Code Enforcement

Our Code Enforcement Officers continue to work hard to provide great services to the City of Rifle. These are code enforcement statistics for December.

- CSOs responded to 102 calls for service and wrote 39 citations in December.



These are the types of calls our CSOs issued citations for in November: *55 citations/73 charges*

CSO, Cited Offenses	Count
Accumulation of Tires	1
Accumulation to Constitute Nuisances	3
Animals Running At Large (failed to physically restrain)	2
Disturbance (allow animal to disturb)	2
Expired License Plates	7

Inoperable Vehicles Prohibited (leave on any public property...1st violation w/in 12 months)	4
Inoperable Vehicles Prohibited (permit to remain on property over 30 days...1st violation w/in 12 months)	3
Parking at Curb or Edge of Roadway (2-way road - wrong side or within 12 inches)	1
Parking in excess of 72 hrs (vehicle, unattached trailer, recreational vehicle)	10
Prohibitions - (weeds in excess of 8 inches in height)	8
Prohibitions (Undesirable Weeds and Brush)	2
Removal of Animal Excrement; damage to property (fail to promptly remove; properly dispose of)	1
Stopping, Standing, or Parking Prohibited - On Sidewalk	1
Stopping, Standing, or Parking Prohibited (Prohibited by sign any street, alley, parking lot, any place in city)	3
Stopping, Standing, or Parking Prohibited (stop-stand-park @ specified location)	3
Trespassing (premises designed to exclude or fenced)	1
VOID	1
Grand Total	**53**

SPEAR (Special Problem Enforcement And Response) Task Force Update for December

The SPEAR team continues to work hard in Rifle and Garfield County.

SPEAR

Activity	Count
Incidents	45
New Cases	6
Arrests	2

Seized Property	Count
Recovered Vehicles	-
Seized Guns	-
Fentanyl Pills	-
Fentanyl Powder	-
Methamphetamine	-
Cocaine	20.12 g
Crack Cocaine	-

In January Sgt. Tyler resigned from SPEAR to accept an Administrative Sergeant's position back at the Rifle Police Department. We continue to support the SPEAR team in Garfiled County and recognize the important work they do to help keep our community safe. We will continue to provide SPEAR statistics as they are made available.



Officer Jaime Jaramillo was selected as the new School Resource Officer for the Rifle Police Department. He will begin his new assignment in the school in August 2026.

Youth Leagues	Program Price	Suggested Program Price	Length of Program	Number of practices / games	Ave. price per practice / game	Ave. price per practice / game with change	Notes
Flag Football 1st - 3rd grade	$35		5 weeks	10 practices / games	$3.50 per practice / game		
Flag Football 4th - 6th grade	$45		5 weeks	10-11 practices / games	$4.50 per practice / game		more games than 3/4 grade
RE-2 Soccer Spring	$40	$45	6 weeks	15-16 practcies / games	$2.67 per practice / game	$3.00 per practice / game	
Pre T-ball	$30	$35	6 weeks	12 practices / games	$2.50 per practice / game	$2.92 per practice / game	
Youth T-ball	$35		6 weeks	12 practices / games	$2.92 per practice / game		
Coach Pitch	$40		6 weeks	12 practices / games	$3.33 per practice / game		
Girls Basketball 3rd - 4th grade	$50	$55	8 weeks	22-24 practices / games	$2.27 per practice / game	$2.50 per practice / game	pay for refs
Girl's Basketball 5th - 6th grade	$60	$65	9 weeks	22-24 practices / games	$2.73 per practice / game	$2.95 per practice / game	pay for refs/tournament
Boy's Basketball 3rd - 4th grade	$50	$55	8 weeks	22-24 practices / games	$2.27 per practice / game	$2.50 per practice / game	pay for refs
Boy's Basketball 5th - 6th grade	$60	$65	8 weeks	22-24 practices / games	$2.73 per practice / game	$2.95 per practice / game	pay for refs/tournament
RE-2 Soccer Fall	$40	$45	6 weeks	15-16 practices / games	$2.67 per practice / game	$3.00 per practice / game	
Baseball	$85		8 weeks	19-20 practices / games	$4.47 per practice / game		pay for umpires
Youth Volleyball 3rd - 4th grade	$40	$50	6 weeks	14-15 practices / games	$2.67 per practice / game	$3.57 per practice / game	
Youth Volleyball 5th - 6th grade	$60		6 weeks	14-15 practices / games	$4.29 per practice / game		more games than 3/4 grade/tournament
Softball	$85		8 weeks	19-20 practices / games	$4.47 per practice / game		pay for umpires
Lil Hoopers	$40		6 weeks	12 practice / games	$3.33 per practice / game		

Adult Leagues	Program Price	Suggested Program Price	Length of Program	Number of practices / games	Ave. price per practice / game	Ave. price per practice / game with change	Notes
Outdoor Cornhole	$90	$100	6 weeks	4-5 games per night	$7.50 per person per night	$8.33 per person per night	based on 2 people
Adult 4v4 Volleyball	$180	$250	8 weeks	2 games per night	$5.63 per person per night	$7.81 per person per night	based on 4 people
Winter Cornhole	$90	$100	6 weeks	4-5 games per night	$7.50 per person per night	$8.33 per person per night	based on 2 people
Adult 3v3 Basketball	$200	$300	8 weeks	2 games per night	$8.33 per person per night	$12.50 per person per night	based on 3 people
Adult 6v6 Volleyball	$200	$300	9 weeks	1 game per night	$3.71 per person per night	$5.56 per person per night	based on 6 people
Pickleball - Drop In	$5	$5	7 weeks		$5 per person per night		
Adult Softball - Coed	$500	$500	13 weeks	1 game per night	$3.85 per person per night		based on 10 people
Adult Softball - Men's	$450	$500	5 weeks	2 games per night	$9 per person per night ($4.50)	$10 per person per night ($5.00 per game)	based on 10 people

Programs/Events	Program Price	Suggested Program Price	Length of Program	Number of practices / games	Ave. price per practice / game	Ave. price per practice / game with change	Notes
Kids Climbing (session: 1,2,3)	$65		4 weeks	4 sessions	$16.25 per day		$50 per person goes to RCC
Archery	$35	$40	6 weeks	6 sessions	$5.83 per day	$6.67 per day	Fridays only/look to add 2 more day
Crafts	$40		4 weeks	8 sessions	$5.00 per day		
Pirate Mermaid Party	$35	$40	1 day		$35.00 per person	$40.00 per person	includes swimming
Tiny Athletes	$35	$40	4 weeks	8 sessions	$4.38 per day	$5.00 per day	Tu/Th
Tiny Athletes - Winter	$35	$40	8 weeks	8 sessions	$4.38 per day	$5.00 per day	Fri
Youth Basketball Camp	$35	$40	4 weeks	8 sessions	$4.38 per day	$5.00 per day	M/W
Cheerleading	$80		8 weeks	16 sessions	$5.00 per day		Tu/Th, pay cheer coaches
Golf Camp	$65		1 week	4 sessions	$16.25 per day		Pay golf course
Stanley Mem. Skate Comp.	$5		1 day	1 day	$5.00 per person per event		
Golf Tournament	$400		1 day	1 day	$100 per person		pay GC and provide lunch
Yoga	$75		7 weeks	14 sessions	$5.38 per day		$60 per person goes to instructor
Intro to Sports	$30		4 weeks	4 sessions	$7.50 per day		
Climbing Camp	$65		1 week	4 days	$16.25 per day		$50 per person goes to RCC

Rifle Mountain Park	Rental Price	Suggested Price	Number of Days - 2025				Notes
RMP Special Event - Weekday	$315		1 night				
RMP Special Event - Weekend	$500	$650					
Group Area(per night)	$80	$100	59 nights				
Community House							
Residents (Sun-Thurs)	$50 per day	$65 per day	11 nights				
Residents (Fri-Sat)	$100 per day	$115 per day	14 nights				
Service Groups (Sun-Thurs)	$55 per day						
Service Groups (Fri-Sat)	$80 per day		4 nights				
Non-Residents (Sun-Thurs)	$65 per day	$100 per day	2 nights				
Non-Residents (Fri-Sat)	$130 per day	$160 per day	11 nights				
RMP - Annual Passes	**Pass Price**	**Suggested Price**	**Number of Passes - 2025**				
Residents 1st pass	$20		94				
Residents 2nd pass	$15		26				
Garfield County 1st pass	$50	$60	127				
Garfield County 2nd pass	$30	$40	12				
Non-Resident 1st pass	$100	$200	210				
Non-Resident 2nd pass	$65	$100	8				

Field Rentals	Rental Fee	Suggested Program Price	80%	60%	50%		Notes
Cooper Field	$110		$22	$44	$55		
Roan - Per Game	$85		$17	$34	$42.50		
Roan - Per Hour	$35		$7	$14	$17.50		
Softball Field - Per Game	$65		$13	$26	$32.50		
Softball Field - Per Hour	$35		$7	$14	$17.50		
Soccer Field - Per Game	$70		$14	$28	$35		
Soccer Field - Per Hour	$30		$6	$12	$15		
Field Prep	$35						
Soccer/Football Layout Fee	$250						
Lights Per Hour	$35						

WORK REPORT TO CITY MANAGER

01.21.2026

PIO

- Press release on the $30,000 FMLD grant for the column lift. Brian Prunty provided some nice pictures that really help people visualize exactly what the system can do.
- Held quarterly ADA team meeting. We are very confident that we are compliant with the state guidelines. Rifle has not received any special requests for accommodations but have several methods available for citizens who might have such needs.

COURT

- The court handled 72 adult cases and 12 juvenile cases on the January 7 court date. We also held 02 telephone hearings with inmates in custody.
- The Garfield County jail informed everyone that they are temporarily not taking municipal prisoners or other people accused of petty offenses until construction is finished in April. Apparently, they are combining some pods and making other improvements. Our officers have been great about giving people a "warning" that they have a warrant and urging them to come to court to deal with their cases. We have had several show up already!

COMMUNICATIONS

- The year-end social media report will be provided at the next Council meeting in February.

PUBLIC WORKS

Public Works Administration Projects

- Revision of Rifle Standard Specifications Manual: standard figure revisions in progress. Manual text revisions: 90% complete; Figure revisions: 15% complete
- Veteran's Memorial Renovation Design-Construction Drawings: delivered.
- Consideration of developing a lighting standard for development with a local lighting consultant.
- Continuation of development of exit plan for Director

Fleet

- Normal fleet maintenance operations.
- Fleet Administrator & Manager revising and completing a city vehicle policy.
- We received new Fleet Department vehicle for Fleet field maintenance; completed upfit i.e. snowplow, liftgate, steps for driver/passenger, and headache rack.
- Processing new year vehicle documents i.e., registration, insurance card
- Processing lost fuel cards due to driver negligence

Operations & Maintenance

- Casting concrete sidewalk to connect HC ramps at Deerfield Park: 80% complete; prep for 30 CY pour tomorrow (1/14/2026)
- Addition of yard lighting at the O&M shop: 85% complete; waiting on electrician.
- Road patching utilizing all the tools, i.e. Rock Asphalt, Reclaimer, and Infra-red bed in various areas of the city.
- Winter street maintenance operations
- Replaced CMP at old former South Wastewater Treatment Plant; audit of CMP in ROW

Two-week Look Ahead

- Minor waterproofing of upper deck of Parking Garage
- Hydraulic hose replacement program on motor grader – Winter project
- Winter snow removal operations

PARKS & RECREATION

Activity Center/Feasibility Study:

- City staff met with the project consultants last week to discuss next steps following the recent facility tours. The consultant team will begin developing preliminary building design concepts after incorporating feedback from the project team. Once the initial design images are prepared, City staff plans to present them to City Council at an upcoming workshop to gather feedback and direction.

2026 Parks and Recreation Fee Increases:

- Staff presented the recommended Parks and Recreation fee increases at the most recent regular meeting. Following the presentation, the Parks and Recreation Advisory Board (PRAB) recommended that the City Manager approve the proposed fee increases for implementation in 2026.

South Rifle Master Planning:

- The project is moving forward, and we completed a online survey to gather feedback from the community on the site sketch plan. We received 184 responses to the survey and now work with the consulting firm to analyze the results and adjust the site sketch plan.