



CITY COUNCIL

WORKSHOP AND REGULAR MEETING AGENDA

March 16, 2022
7:00 PM
202 Railroad Avenue, Rifle, CO

6:00 PM - Workshop Meeting

Discussion and Review

- a. Discuss Veterans' Memorial Project

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)
5. **Consent Agenda**
 - 5.a. Consider Minutes of the March 2, 2022, Regular Meeting
 - 5.b. Consider Liquor License Renewal for Ruedi Creek Enterprises, Inc dba Sammy's
 - 5.c. Consider the Purchase of Chlorine for Rifle Metro Pool
 - 5.d. Consider Habitat for Humanity - Wapiti Commons Final Subdivision Plan and Final Plat - Ordinance No. 3 Series of 2022 - 2nd Reading and Subdivision Improvement Agreement
6. **Action, if any, on Workshop Items**
7. **Presentation**
 - 7.a. Receive Public Safety Information for Rifle Apartments Project
8. **Public Hearing**
 - 8.a. Pioneer Mesa Filing 2 - Rezoning and Subdivision Final Plan Request

8.a.i. Request to Rezone Pioneer Mesa Filing 2 from LDR-PUD to Estates Zone-PUD - Ordinance No. 1, Series of 2022 - 1st Reading

8.a.ii. Consider Approval of Final Plan for Pioneer Mesa Filing 2 - Ordinance No. 2, Series of 2022 - 1st Reading and Subdivision Improvement Agreement

8.b. (Acting As Liquor Licensing Authority) Public Hearing - Transfer of Ownership Application to transfer Mariscos JQ, LLC dba Mariscos JQ's Hotel and Restaurant Liquor License to Imperio Mexican Restaurant LLC dba Imperio Mexican Restaurant

9. Regular Agenda

9.a. Consider Modification of Premises for City of Rifle dba Ute Theater and Events Center

9.b. Receive Update on RFTA Refund 2021 - Senior Transportation

9.c. Consider Approval of Senior Center Advisory Board Members

9.d. Consider Purchase Request for New John Deere Wheel Loader

10. Administrative Reports

10.a. Report to City Manager

11. Comments from Mayor and Council

12. Adjournment



Agenda Item #a.

Agenda Item Name:

Discuss Veterans' Memorial Project

Presenter:

Tommy Klein, City Manager

Item Description:

Discuss plans for Veterans' Memorial Project

Recommended Action:

Staff defers to Council.

Fiscal Impact:

If the Council decides to forgo improvements to the existing memorial, funds designated for developing construction documents (\$24,000) will be set aside.

Operational Impact:

If the Council decides not to proceed with improvements to the existing memorial, staff time will be redirected to pursue the Council's wishes.

Prior Board Motions:

A regular agenda item was discussed on May 19, 2021, and the item is attached for your review. At that time, the Council voted to improve the existing memorial.

Background Information:

Our local branch of the American Legion, the VFW and citizens built the existing memorial with private funding on City land. The current memorial is located at the entrance to Deerfield Park.

Executive Summary:

Council voted to make improvements to the existing Veterans' Memorial in 2021. We budgeted \$24,000 for construction documents to complete our existing memorial. The Council has several options on how to best honor our veterans.

1. Make improvements to the existing memorial.
2. Make improvements to the existing memorial and plan for and later construct a second memorial.
3. Do not make improvements to the existing memorial and use budgeted funds for a new memorial.

Staff are requesting direction on how to proceed with the project(s).

Notification Requirements:

None

Prepared By:

Tommy Klein, City Manager

Attachments:

1. Agenda Item Report (1)



Agenda Item #7.a.

Agenda Item Name:

Consider Action on West Garfield County Veterans Memorial

Presenter:

Tom Whitmore, Parks & Recreation Director

Item Description:

During planning for the 2021 budget, Council directed staff to look into what it would take to complete the Veterans Memorial.

This item is to receive input from City Council on whether or not to proceed with construction estimate for the project.

Recommended Action:

Authorize staff to continue with pricing for design and construction of the remaining landscape and civil work for the memorial.

Fiscal Impact:

Council had approved \$15,000 for the 2021 budget to look into a playground at the property at 2025 Birch Avenue, and to look into completion of the Veterans Memorial.

\$15,000.00 will not cover the cost to get the project to construction documents as approximately \$6,000.00 has been committed to updating the master plan, meetings, and surveying.

Development for the Construction Document level of design, for landscape and civil, will likely cost more than \$50,000.00 based on general conversations that have taken place.

Operational Impact:

Though veterans monitor the amenities at the memorial, Parks staff takes care of turf irrigation and mowing, trimming, sweeping, electrical and lighting repair, etc. The Parks Department will likely become responsible for maintenance of the memorial over time.

Prior Board Motions:

Background Information:

Members of Rifle American Legion Kelly Hansen Post 78 have been working on this memorial for more than 20 years. They have received support from various donors either in materials, or labor, or financial donations. A number of years ago, while considering the Deerfield Regional Park Master Plan, the Veterans Memorial

Area, being part of Deerfield Regional Park, was included in the master planning process. More recently, Council directed staff to look into what it would take to complete the memorial. Staff brought out the master plan, reviewed with the post commander, Mike Bosshardt and Deerfield Master Plan Landscape Design Architect, Shanen Weber (with Design Concepts). A public meeting was conducted on April 14, 2021 to Review the Memorial plan with post veterans and reach a final approval with the group.

Executive Summary:

This step is to receive input on whether or not to proceed with estimates for construction.

Some options are;

- 1). Direct staff to pursue preliminary estimates for design and construction using the remainder of 2021 budget allotments.
- 2). Recommend appropriation of additional funds to proceed with development of Construction Documents to receive more refined estimates for construction.
- 3). Direct staff to pursue preliminary estimates and budget funds for construction Documents and Construction in 2022.
- 4). Other

Notification Requirements:

Prepared By:

Tom Whitmore, Parks & Recreation Director

Attachments:

1. 2021-04-23-Site_Plan_Packet-Revised



Agenda Item #5.a.

Agenda Item Name:

Consider Minutes of the March 2, 2022, Regular Meeting

Presenter:

Misty Williams, City Clerk

Item Description:

Consider Minutes of the March 2, 2022, Regular Meeting

Recommended Action:

Move to approve the minutes of the March 2, 2022, 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 March 2, 2022, Regular Meeting

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, Deputy City Clerk

Attachments:

1. 03.02.2022 DRAFT Minutes



RIFLE CITY COUNCIL

REGULAR MEETING

March 02, 2022

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 Ed Green.

Present at Roll Call:

Mayor Ed Green, Councilor Alicia Gresley, Councilor Sean Strode, Councilor Chris Bornholdt, Councilor Brian Condie, Councilor Clint Hostettler and Councilor Joe Carpenter.

Others Present:

City Manager Tommy Klein, City Clerk Misty Williams, City Attorney Jim Neu, Rifle Community Television (RCTV) Salvador Tovar-Guzman, Chief of Police Debra Funston, Planning Director Patrick Waller, Parks and Recreation Director Tom Whitmore, Phil Vaughan of Phil Vaughan Construction Management, Inc., Jeff Johnson of Jeff Johnson Architectural Representative and Joel Martinez of ACM Consulting and Engineering, Habitat for Humanity Representatives and Mark Dyson.

PUBLIC COMMENT

Public comment was heard from Mark Dyson.

CONSENT AGENDA – CONSIDER APPROVING THE FOLLOWING ITEMS:

- A. Consider Minutes of the February 16, 2022, Regular Meeting
- B. Consider Liquor License Renewal for Brenden Theatre Corporation dba Brenden Rifle 7 Theatres

Councilor Sean Strode moved to approve Consent Agenda Items A & B; seconded by Councilor Clint Hostettler.

Roll Call: Yes - Clint Hostettler, Brian Condie, Sean Strode, Joe Carpenter, Chris Bornholdt, Alicia Gresley and Ed Green. No – None

PUBLIC HEARING

Pioneer Mesa Filing 2 – Rezoning and Subdivision Final Plan Request

Public Hearing for Pioneer Mesa Filing 2 – Rezoning and Subdivision Final Plan Request has been rescheduled to March 16, 2022 Council Meeting.

REGULAR AGENDA

Consider City Hall Phase 3 Design Services, Owner's Representatives and Pre-Construction Services

Parks and Recreation Director Tom Whitmore, Phil Vaughan of Phil Vaughan Construction Management, Inc., Jeff Johnson of Jeff Johnson Architectural Representative and Joel Martinez of ACM Consulting and Engineering presented City Hall Phase 3 Design Services. Phil Vaughan Construction Management, Inc. has submitted proposal for owner representative and the coordination in pre-construction services with schedules. Jeff Johnson Architectural has submitted proposal for the City Hall Phase 3 Renovation Design. ACM Consulting and Engineering has submitted proposal for the electrical/mechanical engineering services. There was a brief summary given by each representative on services that are included in the proposals. Staff recommends approval of City Hall Phase 3 Design Services.

Rifle City Council Meeting March 02, 2022

Councilor Clint Hostettler moved to approve the City Hall Phase 3 Design Services with Architectural Services from Jeff Johnson Architectural in the amount of \$129,445.00 and Phil Vaughan Construction Management, Inc. for Owner Representative and Pre-construction services in the amount of \$96,625.00 for a total budget amount of \$248,677.00 and authorize the City Manager to sign change orders within the approved project budget amount; seconded by Councilor Alicia Gresley.

Roll Call: Yes - Ed Green, Alicia Gresley, Sean Strode, Joe Carpenter, Brian Condie, Chris Bornholdt and Clint Hostettler. No - None.

Consider Direction on Sale of Real Property

City Manager Tommy Klein presented the request for direction on the Sale of Real Property. The property is located at 569 265 County Road. The property is within the county and has not been annexed to the City. The market analysis conducted in February of 2022, indicates the property is worth \$70,000. Staff seeks direction on how to proceed based on the Rifle Municipal Code 4-3-130, stating that all sales of real property owned by the City must be approved by the City of Rifle Council.

Council provided direction to City Staff on procedures to move forward on listing property through a real estate agent. Council requested the sale of the property to be open to the public for an equal bidding opportunity to the community and an appraisal to move forward with the listing process.

Consider Habitat for Humanity – Wapiti Commons Final Subdivision Plan and Final Plat – Ordinance No. 3 Series of 2022 – 1st Reading and Subdivision Improvement Agreement

Planning Director Patrick Waller presented the Habitat for Humanity – Wapiti Commons Final Subdivision Plan and Final Plat Ordinance No. 3 Series of 2022 – 1st Reading and Subdivision Improvement Agreement. The applicant has indicated that the units on the property will be deed restricted to citizens who make below 80% of the Area Median Income (AMI) for the area. Habitat for Humanity's goal is to sell the Townhomes for approximately \$240,000.00 - \$290,000.00 and the Condos for \$170,000.00 - \$190,000.00. The applicant requested approval of the Final Plan application for the development of 20 units - ten townhomes and ten multi-family units on 1.52 acres located at Smith Street and Wapiti Commons zoned Community Service (CS). The applicant received unanimous approval for their preliminary plan application from the City of Rifle Planning Commission on December 14th, 2022. Discussion was held between City Council and Habitat for Humanity Representatives. Staff recommends approval of Wapiti Commons Final Subdivision Plan and Final Plat Ordinance No. 3, Series of 2022-1st Reading and Subdivision Improvement Agreement.

Councilor Clint Hostettler moved to approve Habitat for Humanity – Wapiti Commons Final Subdivision Plan and Final Plat – Ordinance No. 3, Series of 2022 on First Reading as presented and order it to be published as required by charter, as well as the subdivision improvement agreement; seconded by Councilor Joe Carpenter.

Roll Call: Yes - Joe Carpenter, Alicia Gresley, Brian Condie, Chris Bornholdt, Clint Hostettler and Sean Strode. Recused – Ed Green.

Consider Writing a Support Letter for the Rifle Apartments Project at 139 Railroad Avenue

City Manager Tommy Klein presented the request from Colorado Housing and Finance Authority (CHFA) on Council input for the 50 unit Apartment Complex project plan located at West 2nd Street and 139 Railroad Avenue. CHFA is requesting Council's input through a support letter on how they view the proposed project and if it is consistent with the development and preservation of the housing in the community. CHFA is the agency in Colorado that approves the issuance of tax credits for subsidized housing. This letter is part of the process for possible funding to allow the 139 Railroad Avenue project to move forward.

Councilor Clint Hostettler moved to approve writing a support letter for the Rifle Apartments project at 139 Railroad Avenue; seconded by Councilor Chris Bornholdt.
Roll Call: Yes - Ed Green, Brian Condie, Clint Hostettler, Alicia Gresley, Joe Carpenter, Chris Bornholdt, and Sean Strode. No - None.

Consider Approval of Senior Center Security Cameras

IT Director Kelly Thompson explained the need to update security cameras at the Senior Center. City received quote from Current Solutions for cameras, wiring and installation that includes the 10-year licensing and support from Verkada. As part of IT's Security Strategy, funding for additional cameras City-wide was included in the 2022 budget. Staff recommends approval of purchase request to update security cameras.

Councilor Clint Hostettler moved to approve Senior Center Security Cameras in the amount of \$24,028.00; seconded by Councilor Sean Strode.
Roll Call: Yes - Sean Strode, Brian Condie, Joe Carpenter, Chris Bornholdt, Clint Hostettler, Alicia Gresley and Ed Green. No - None.

Consider Approval of UTE Theatre Security Cameras

IT Director Kelly Thompson explained the need to update security cameras at the Ute Theatre. City received quote from Current Solutions for cameras, wiring and installation that includes the 10-year licensing and support from Verkada. As part of IT's Security Strategy, funding for additional cameras City-wide was included in the 2022 budget. Staff recommends approval of purchase request to update security cameras.

Councilor Clint Hostettler moved to approve Ute Theatre Security Cameras in the amount of \$22,949.50; seconded by Councilor Sean Strode.
Roll Call: Yes - Sean Strode, Brian Condie, Joe Carpenter, Chris Bornholdt, Clint Hostettler, Alicia Gresley and Ed Green. No - None.

Consider Approval of Water Plant Security Camera Upgrades

IT Director Kelly Thompson explained the need to update security cameras at the Water Plant. City received quote from Current Solutions for cameras, wiring and installation that includes the 10-year licensing and support from Verkada. As part of IT's Security Strategy, funding for additional cameras City-wide was included in the 2022 budget. Staff recommends approval of purchase request to update security cameras.

Councilor Clint Hostettler moved to approve Water Plant Security Camera Upgrades in the amount of \$61,350.00; seconded by Councilor Sean Strode.
Roll Call: Yes - Sean Strode, Brian Condie, Joe Carpenter, Chris Bornholdt, Clint Hostettler, Alicia Gresley and Ed Green. No - None.

Consider Approval of Ute Theatre Access Control Additions

IT Director Kelly Thompson explained the need to update the existing access control system at the Ute Theatre. City received quote from Current Solutions for keycard access to additional doors in the system and enhance the current security system. As part of IT's Security Strategy, funding for

additional cameras City-wide was included in the 2022 budget. Staff recommends approval of purchase request to enhance the current security system.

Councilor Clint Hostettler moved to approve Ute Theatre Access Control Additions in the amount of \$9,960.00; seconded by Councilor Sean Strode.

Roll Call: Yes - Sean Strode, Brian Condie, Joe Carpenter, Chris Bornholdt, Clint Hostettler, Alicia Gresley and Ed Green. No - None.

Report to City Manager

Reports were heard from City Manager Tommy Klein, City Clerk Misty Williams and City Attorney Jim Neu.

Comments from Mayor and Council

Comments were heard from Councilor Gresley, Councilor Condie, Councilor Bornholdt, Councilor Strode and Mayor Green.

Adjournment

Meeting adjourned at 8:43 p.m.

Misty Williams
City Clerk

Ed Green
Mayor



Agenda Item #5.b.

Agenda Item Name:

Consider Liquor License Renewal for Ruedi Creek Enterprises, Inc dba Sammy's

Presenter:

Misty Williams, City Clerk

Item Description:

Consider Liquor License Renewal for Ruedi Creek Enterprises, Inc dba Sammy's

Recommended Action:

Move to approve the Liquor License Renewal for Ruedi Creek Enterprises, Inc dba Sammy's

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Ruedi Creek Enterprises, Inc dba Sammy's located at 412 Park 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:

None

Notification Requirements:

None

Prepared By:

Alexis Ramirez, Deputy City Clerk

Attachments:

1. 2022313-2022 Redacted_Sammy's Liquor License Renewal Application.

Submit to Local Licensing Authority

SAMMY'S
15154 FRYING PAN ROAD
Basalt CO 81621

RECEIVED

MAR 01 2022

City Clerk
City of Rifle

Fees Due		
Renewal Fee		550.00
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		\$ 550.00

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 or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name RUEDI CREEK ENTERPRISES INC			Doing Business As Name (DBA) SAMMY'S	
Liquor License # 03-02866	License Type Hotel & Restaurant	Sales Tax License # 01541855	Expiration Date 05/26/2022	Due Date 04/11/2022
Business Address 412 PARK AVE Rifle CO 81650				Phone Number 9704041819
Mailing Address 15154 FRYING PAN ROAD Basalt CO 81621			Email redstable55@gmail.com	
Operating Manager Don Rourke	Date of Birth	Home Address		Phone Number
1. Do you have legal possession of the premises at the street address above? ☒ 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? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☒ No				
3a. 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				
3b. 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				
4. 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)? 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. ☐ Yes ☒ No				
5. 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? If yes, attach a detailed explanation. ☐ Yes ☒ No				
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 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? If yes, attach a detailed explanation. ☐ Yes ☒ No				
7. 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? If yes, attach a detailed explanation. ☐ Yes ☒ No				

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
<i>Don Goble</i>	<i>owner</i>
Signature	Date
<i>[Signature]</i>	<i>3-1-22</i>

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	Date
Signature	Title
	Attest

Tax Check Authorization, Waiver, and Request to Release Information

I, Don Andrie am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Sammy's Steakhouse (the "Applicant/Licensee") 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.

Name (Individual/Business) <u>Don Andrie / Sammy's Rocky MT Steakhouse</u>		Social Security Number/Tax Identification Number <u>14-1920919</u>	
Address <u>412 PARK AVE</u>			
City <u>Rifle</u>		State <u>CO</u>	Zip <u>81650</u>
Home Phone Number <u>970 404 1819</u>		Business/Work Phone Number <u>970 665 9398</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Don Andrie</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>[Signature]</u>			Date signed <u>3-1-22</u>

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).



Agenda Item #5.c.

Agenda Item Name:

Consider the Purchase of Chlorine for Rifle Metro Pool

Presenter:

Tom Whitmore, Parks & Recreation Director

Item Description:

Recreation staff is planning pool chemical purchases for the 2022 season.

Recommended Action:

Approve the purchase of pool chemicals for the 2022 season, in the amount of \$30,000.00, from CEM Sales and Service of Sheridan, CO.

Fiscal Impact:

This purchase will result in an expense of up to \$30,000.00 to the pool's operating budget.

Operational Impact:

These products are required for the pool to operate safely.

Prior Board Motions:

NA

Background Information:

CEM Sales and Service is the only regional supplier for the product used in our Pulsar chlorinators. We have experienced satisfactory customer service from CEM.

Executive Summary:

NA

Notification Requirements:

NA

Prepared By:

Tom Whitmore, Parks & Recreation Director

Attachments:

1. 2022.03.16 Parks and Recreation Council - Pool Chemicals PO Request



Memo

To: Tom Whitmore, Parks and Recreation Director

From: Austin Rickstrew, Recreation Program Manager

Date: 02/25/2022

Re: Purchase of Pool Chemicals and Supplies

Hi Tom,

I have submitted a sole source purchase request for \$30,000 for the purchase of pool chemicals and supplies during the duration of the pool season. I am asking for approval of \$30,000 with CEM Sales and Service for various pool chemicals and supplies. CEM Sales & Service based out of Englewood, Colorado is the only brand distributor in the state for Pulsar products. The Pulsar Chlorination System installed at the pool only dispenses specialty calcium hypochlorite briquettes. We will also be purchasing the following chemicals from them; hydrochloric acid, clarifier, sodium bicarbonate, and pool conditioner. We have used this company for the last three years for all pool chemicals and supplies and have not had any issues with getting supplies.

I did reach out to a couple of other brand distributors and only heard back from one. They are not able to sell in our region. I have also attached the map of all Pulsar brand distributors in the county.

Thank you for your time and consideration.

Austin Rickstrew
Recreation Program Manager
City of Rifle



CITY OF RIFLE

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

WWW.RIFLECO.ORG

(970) 665-6578 • ARICKSTREW@RIFLECO.ORG



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	CEM Sales & Service	

2.	Vendor Address
	3820 S Federal Blvd
	Sheridan CO 80110

3.	For the Purchase of (description)
	Pool chemicals and supplies

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

5.	Dept. Name	General Ledger Acct #
	Recreation	210-4513-400-611

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)
	Land, easements, ROW

7.	Purchasing Process Required
	Cooperative Purchasing
	Open Market
	Comparative Pricing
	Request for Proposal (attach bid tab)
	Formal Bid (attach bid tab and advertisement)
	☒ Single Source (attach an explanation)

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		

General summary of purchasing ordinance (Section 4, Art. III)

TYPE OF CONTRACT	ESTIMATED AMOUNT	PROCESS	Purchase Order? Purchase Request?	CITY COUNCIL APPROVAL REQUIRED?
Capital Construction	< \$5,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO	Yes if over \$20,000 or for any amount from Capital Fund.
	\$5,000-\$20,000	Comparative Pricing (solicit quotes from 3) vendors/suppliers)	Purchase Request	
	\$20,001-\$100,000	Competitive Bid (see Code Sec 4-3-40)		
	> \$100,000	Bonded Competitive Bid		
Capital Construction Change orders	< = 10% of approved contract	When total change orders to date are < 10% - Dept Head or City Manager Approval	Purchase Request	Yes if total change orders to date are greater than 10%
	> 10% of approved contract			
Capital Equipment	< \$5,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO	Yes if over \$20,000 or for any amount from Capital Fund.
	\$5,000-\$20,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
	> \$20,000	Competitive Bid (see Code Sec 4-3-40)		
Plant Equipment Replacement (purchases necessary for replacement of existing equipment that is component part of any water, wastewater, or physical plant)	< \$7,500	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$75,000
	\$7,500-\$75,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
	>\$75,000	Competitive Bid (see Code Sec 4-3-40)		
Materials, Supplies, Non- Professional Services and Technical Services (including software/hardware maintenance technical services)	< \$10,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$20,000
	>\$10,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
Professional Services (note- process for appointed positions such as auditor, attorney, engineer, or municipal judge to be determined by Council)	< \$25,000	Open Market (informal evaluation by purchasing agent)	All - Purchase Request	Yes if anticipated to exceed \$25,000 per year to a single vendor
	> = \$25,000	Written requests for written proposals must be sent to at least 3 firms or individuals		
Utilities including installation of equipment (purchases to secure utility services such as natural gas, electricity, local telephone, water, or sewer)	any amount	Single Source (negotiations, where appropriate, after good faith determination that only one viable source exists in relevant supply area - keep records for one year)	> \$5,000 - PO >= \$5,000 - Purchase Request	No
Real Property Interest (including easements and rights of way)	any amount	Single Source (see above)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$5,000.



Phone *

Email *

Country *

Select One

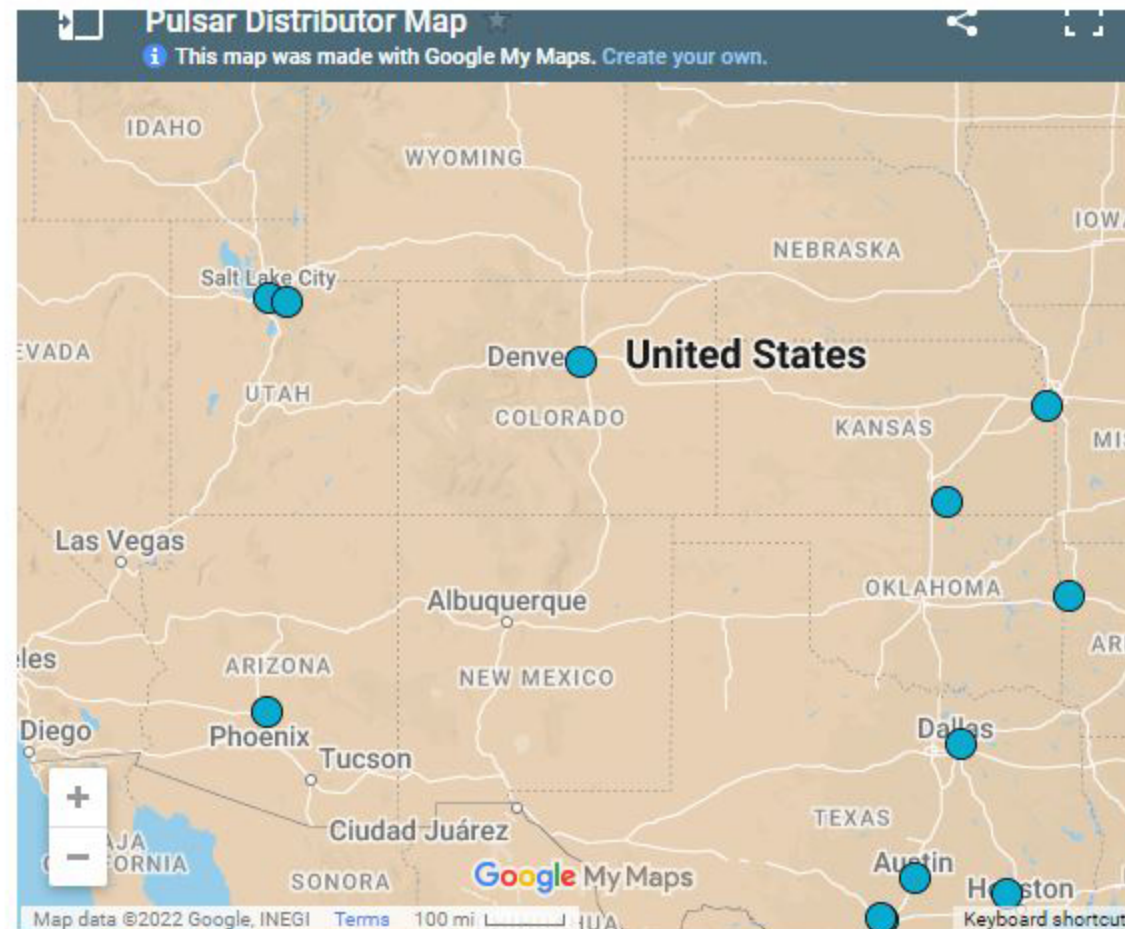
Zip *

Message *

0 of 1500 max characters

☐

By selecting check box and submitting your data



Click on the map to view the contact information for our Pulsar® brand distributors.



Agenda Item #5.d.

Agenda Item Name:

Consider Habitat for Humanity - Wapiti Commons Final Subdivision Plan and Final Plat - Ordinance No. 3 Series of 2022 - 2nd Reading and Subdivision Improvement Agreement

Presenter:

Item Description:

Final Plan Review for Habitat for Humanity - Wapiti Commons Subdivision

Recommended Action:

Staff recommends that Council approve Ordinance No. 3, Series of 2022 - 2nd Reading and the Subdivision Improvements Agreement

Fiscal Impact:

City Council has committed \$100,000 in fee waivers for the Affordable Housing project

Operational Impact:

N/A

Prior Board Motions:

First Reading was approved on March 2, 2022

Background Information:

The applicant has indicated that the units on the property will be deed restricted to citizens who make below 80% of the Area Median Income (AMI) for the area. This would mean the targeted income range is for residents making below \$67,600 for a four person household and below \$54,080 for a two person household. Habitat's goal is to sell the Townhomes for approximately \$240,000-\$290,000 and the condos for \$170,000-\$190,000.

Executive Summary:

The applicant requests approval of the Final Plan application for the development of ten townhomes and ten multi-family units on 1.52 acres zoned Community Service (CS). The applicant received unanimous approval for their Preliminary Plan application from the City of Rifle Planning Commission on December 14th 2022.

The Subdivision Improvements Agreement has been updated as approved in the March 2nd meeting.

Notification Requirements:

Notification as required for City Council public meeting

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. Staff Report & Exhibits - Wapiti Commons - Final Plan
2. Ordinance No. 3-Wapiti Commons Subdivision
3. Wapiti Commons SIA
4. Exhibits A, B, and C for SIA

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



MEMORANDUM

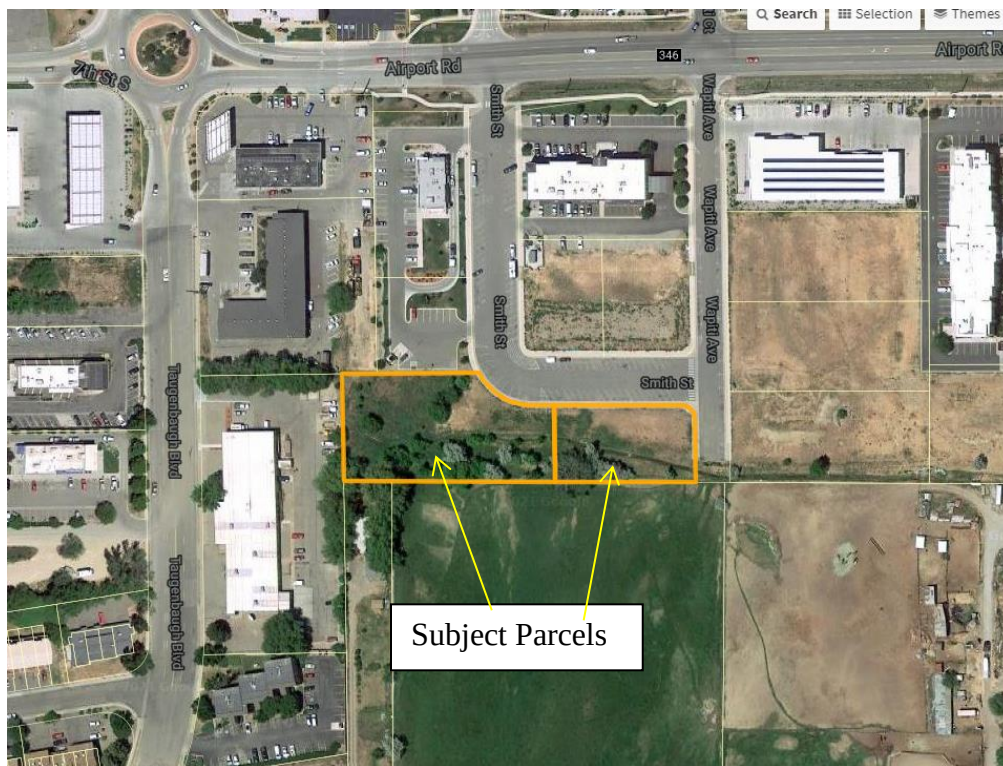
TO: City of Rifle City Council
FROM: Patrick Waller, Planning Director
DATE: March 2, 2022
SUBJECT: Wapiti Commons – Final Plan
ADDRESS: 769 and 781 Smith Street
CASE #: 2022-002
APPLICANT: Habitat for Humanity

I. REQUEST AND SUMMARY

The applicant requests approval of the Final Plan application for the development of ten townhome units and ten multi-family units (within two buildings – one with four-units and one with six-units) on 1.52 acres zoned Community Service (CS). The applicant received unanimous approval for their Preliminary Plan application from the City of Rifle Planning Commission on December 14th 2022.

II. PROJECT MAP

The property consists of Lot 12 and 13 located within the Wapiti Park Subdivision, in South Rifle off of Smith Street.



III. ZONING, LAND USE, AND COMPREHENSIVE PLAN

The Final Plat for Wapiti Park (the existing subdivision) was recorded in January 2005 and created 17 lots ranging in size from 0.35 acres to 0.9 acres. Since that time a number of the lots have been re-platted and have had boundary lines adjusted. Some of the lots closer to Airport Road have been developed, while a number of the lots further from Airport Road have remained vacant.

The Rifle Municipal Code is inconsistent regarding townhomes and multi-family unit subdivisions in the Community Service Zone District. While the Code allows both of the townhomes and multi-family units as uses by-right in the zone district; it requires a dimensional setback and a minimum lot size consistent with single-family development that is impossible for townhomes and multi-family units to meet when they go through a subdivision process. Historically, the City has allowed these types of developments to move forward through a straight subdivision process without zoning changes (including in North Pastures Filing 4, Rifle Creekside, Mahogany Mesa Town Homes, and Creekside Condos). The application meets the intent of the Rifle Municipal Code and the Comprehensive Plan regarding dimensional standards and Staff has no issues with the subdivision process.

The Comprehensive Plan identifies the area as being suitable for High Density Residential and Neighborhood Commercial. High Density Residential allows for 12-30 dwelling units per acre and the Habitat project is proposing a density of 13.16 dwelling units per acre. The Comprehensive Plan also indicates that residential uses may be compatible in this area because commercial development may be difficult due to a lack of visibility. This assessment is accurate based on the properties closer to Airport Road being developed, while parcels to the south are vacant.

IV. PROJECT DESIGN

The project is designed with one access onto Wapiti Avenue and two accesses onto Smith Street. Parking will be a mix of garage, on-site, and on-street. The applicant has included a small park area in the southwest corner of the property for use by the residents of the development. The townhome units will be grouped on the western side of the development, while the multi-family units will be located on the eastern end of the property.

The applicant has indicated that the units on the property will be deed restricted to citizens who make below 80% of the Area Median Income (AMI) for the area. This would mean the targetted income range is for residents making below \$67,600 for a four person household and below \$54,080 for a two person household. Habitat's goal is to sell the Townhomes for approximately \$240,000-\$290,000 and the condos for \$170,000-\$190,000.

V. REFERRAL COMMENTS

The application was sent out for comments from Mountain Cross Engineering, City of Rifle GIS, Colorado River Fire Rescue, Xcel Energy, City of Rifle Building Department, City of Rifle Public Works, and City of Rifle Utilities. Referral comments were received as noted below:

Mountain Cross Engineering

- Identified a number of technical items that should be addressed as part of the construction documents, including updates to plans, and the requirement for a Title Commitment.

GIS

- Prior to Final Plat the applicant will need to change address numbers and provide required electronic files.

No other referral comments were received.

VI. STAFF COMMENTS

Parking

The Rifle Municipal Code requires that the applicant provide a total of 40 parking spaces including at least 20 parking spaces that are either in a garage or covered. The applicant's parking plan shows that 33 parking spaces are provided on the site. As part of the Wapiti Park Subdivision each lot was designated a certain amount of off-street parking spaces, with lots 12 and 13 (where the proposed subdivision is located) being designated 17 parking spots.

The applicant has proposed re-striping parking on Wapiti and Smith Street to allow for front-in parking, and requested a total of 21 designated parking spots for on-street parking. This request was reviewed by the City of Rifle Public Works Department and no issues were noted.

Because the on-street spots will be exclusive to this development, the applicant will be required to maintain the on-street parking spaces and provide parking enforcement through the HOA for the development. This agreement is memorialized in the Subdivision Improvements Agreement for the project.

Building Elevations

The applicant has provided building elevations that generally meet City of Rifle Municipal Code requirements as shown on the following page. The applicant will be required to ensure that the metal roofing is non-reflective.

Rendering Excerpt

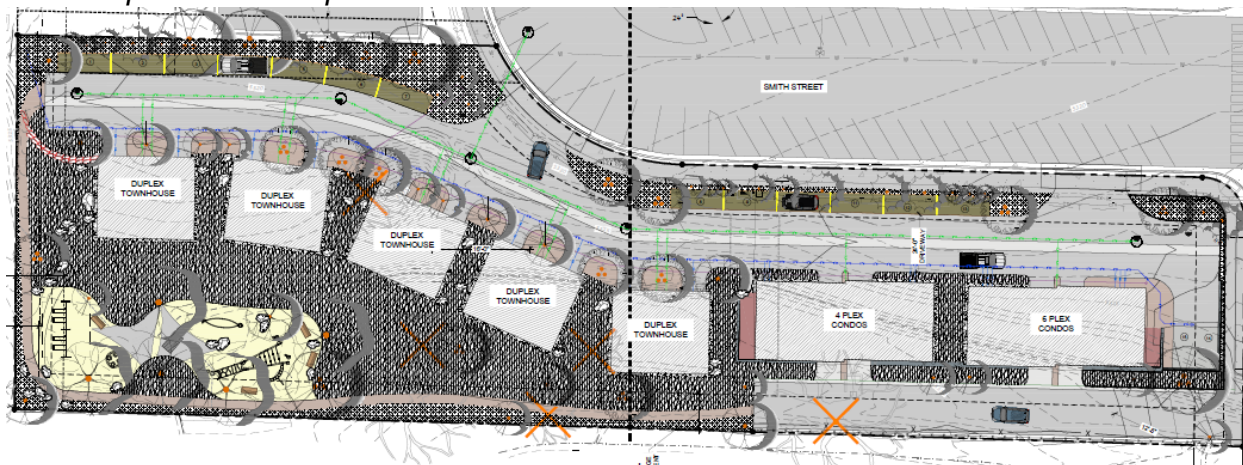


Landscaping/Parking Strip

The City of Rifle Municipal Code requires a landscape buffer between parking lots and local streets of 10 feet. The definition of parking lot in the code is fairly broad and includes other paved or graveled areas. The applicant, is not proposing a parking lot, and is using the paved area as a needed access drive with parallel parking on the northern boundary. Staff is comfortable with the applicant's proposal based on the unique topography of the site, the code interpretation, the narrowness of the property, fire access requirements, the provision of the required number of parking spaces, the overall benefits to the City of Rifle, and the park that is being created for the residents of the development. This is resulting in a landscaping strip that is approximately three feet in width between the sidewalk and the asphalt on the northern and eastern boundary of the development.

To address this buffer area, Staff has proposed a suggested condition of approval that the applicant installs a barrier between the sidewalk and the parallel parking spaces. The same situation should be addressed on the eastern side of the property as well.

Landscape Plan Excerpt



Extension of Wapiti Avenue

The applicant will be required to extend Wapiti Avenue pursuant to City of Rifle requirements.

Fee Waivers

The project has previously received a fee waiver from Rifle City Council of \$100,000 subject to preference being given to residents who work in the City of Rifle and preference for a City of Rifle employee unit.

Water Line Easement

The applicant has been working with City of Rifle Utilities to address the water line easement that runs through the property and is in close proximity to the western most townhome. The applicant may be required to relocate the water line and/or the water line easement as part of the final development plan.

VII. CITY COUNCIL REVIEW CRITERIA

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 applicant is following the process described in the R.M.C., which allows for multi-family units as a use by-right in this zone district. The Subdivision process is required through the creation of legal descriptions for each unit and townhome parcel.

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 proposed residential use of the properties is compatible with the character of the surrounding area. Additional residential uses in the area mean that residents will be able to take advantage of existing pedestrian and vehicular infrastructure already in place and will be able to access the commercial businesses in the area.

The proposed residential uses will be substantially more beneficial to the relative value of the area than the existing vacant lots.

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

The Comprehensive Plan supports this type of use in this area. More residential uses are beneficial in South Rifle and the proposed project will provide its own open space for residential use.

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

No adverse environmental effects are anticipated.

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

This portion of South Rifle has been identified as suitable for high density residential, which has a suggested density of 12-30 dwelling units per acre. The proposed density of this project is 13.16 dwelling units per acre.

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

The development of residences in this area would increase the value of property and buildings within the surrounding area.

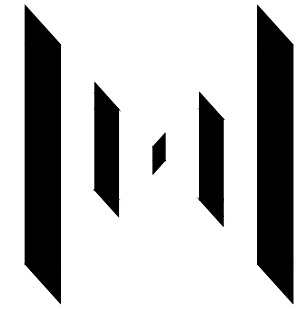
7. Conformance of the proposal with the approval requirements concerning water and sewer tap availability for high volume use requests pursuant to Section 13-4-120 of this Code, if applicable.

Not applicable.

VIII. STAFF RECOMMENDATION

Staff recommends that City Council **approve** the Final Plan, Ordinance, and Subdivision Improvements Agreement, for the Habitat for Humanity Subdivision subject to 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 City Council.
2. The applicant shall update construction documents to address all referral comments and applicant representations to the satisfaction of City of Rifle Staff.
3. The applicant shall address the Final Plat review items to the satisfaction of City of Rifle Staff, prior to the recording of the Final Plat.
4. The extension of Wapiti Avenue shall meet all City of Rifle Public Works requirements.
5. The applicant shall provide a barrier, acceptable to City of Rifle Staff, between the asphalt and the sidewalk on the northern and eastern boundary of the property.
6. The proposed metal roofing shall be nonreflective.



MOVE MATTER / ARCHITECTS

1115 CHAMBERS AVE. C101
EAGLE CO 81631

info@movematter.com www.movematter.com

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CLIENT:

HABITAT FOR HUMANITY
ROARING FORK VALLEY
53 CALAWAY CT.
GLENWOOD SPRINGS, CO 81601

CONSULTANTS:

REVISIONS:

NO:	DATE:	REMARKS:
1	11/29/2021	P&Z ADDENDUM
2	01/07/2022	BRICK ALT.

SEAL & SIGNATURE:

PROJECT:

WAPITI COMMONS

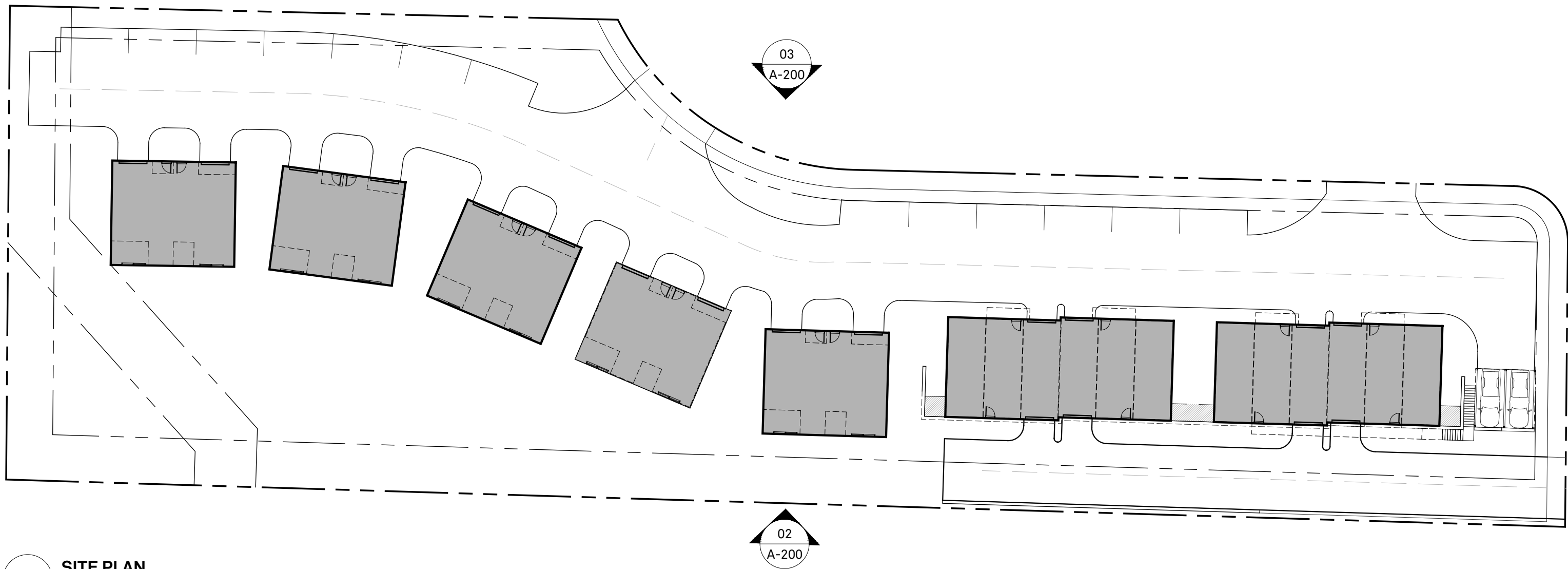
RIFLE, CO 81650

DRAWING TITLE:

SITE BUILDING ELEVATIONS

DATE: 01/07/2022
PROJECT: 040
DWG BY: CHK BY:
SCALE:
DWG NO:

A-200.02



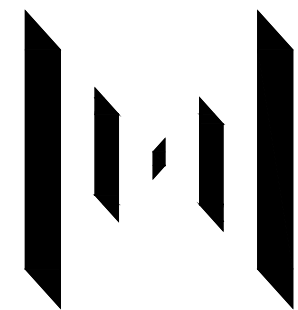
01 SITE PLAN
SCALE: 1/32" = 1'-0"



02 SOUTH SITE ELEVATION
SCALE: 1/16" = 1'-0"



03 NORTH SITE ELEVATION - SMITH ST. FRONTAGE
SCALE: 1/16" = 1'-0"



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1115 CHAMBERS AVE. C101
EAGLE CO 81631

info@movematter.com www.movematter.com

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CLIENT:

HABITAT FOR HUMANITY
ROARING FORK VALLEY
53 CALAWAY CT.
GLENWOOD SPRINGS, CO 81601

CONSULTANTS:

REVISIONS:

NO:	DATE:	REMARKS:
1	01/07/2022	BRICK ALT.

SEAL & SIGNATURE:

PROJECT:

WAPITI COMMONS
RIFLE, CO 81650

DRAWING TITLE:

ENLARGED
BUILDING
ISOMETRICS

DATE:	01/07/2022
PROJECT:	040
DWG BY:	CHK BY:
SCALE:	
DWG NO:	

A-201.01

OF



R-1
CORRUGATED METAL ROOFING

COLOR: MEDIUM, COOL GREY



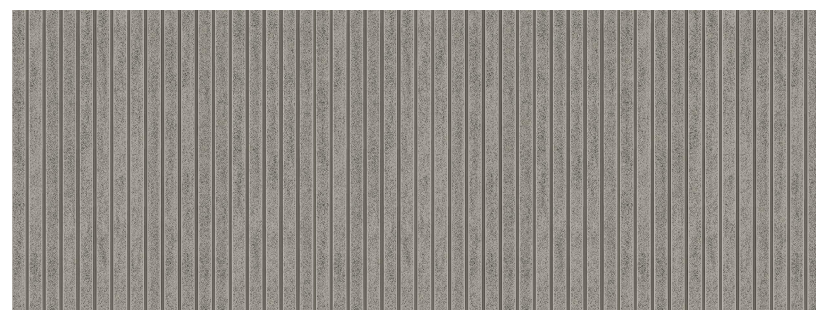
P-1
INSET, PAINTED SIDING ACCENTS

COLOR: COOLER TERRESTRIAL HUES @NORTH, WARMER HUES @SOUTH



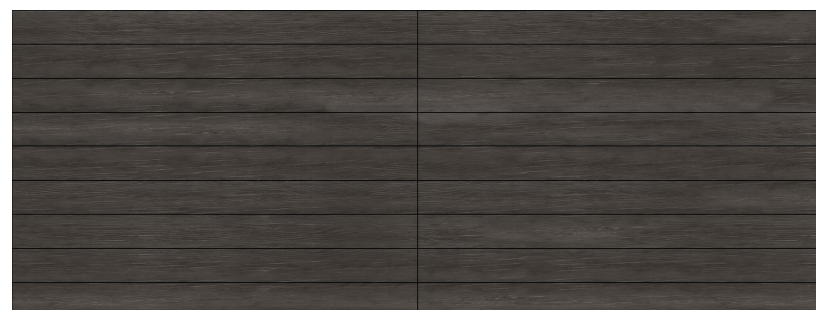
S-1
CEMENTITIOUS, HORIZONTAL PANELS

COLOR: WARM GREY



S-2
CEMENTITIOUS, VERTICAL RIBBED PANELS

COLOR: WARM GREY



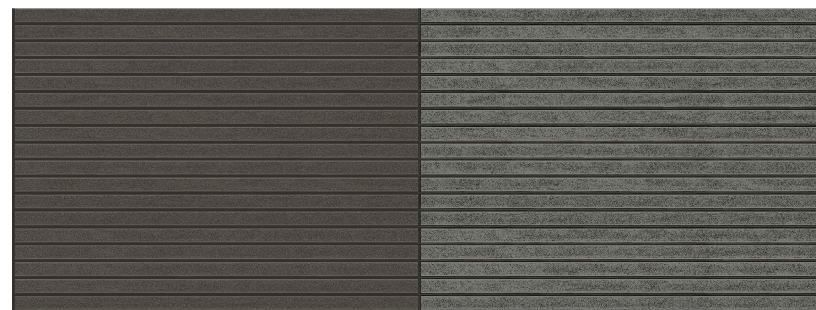
S-3
CEMENTITIOUS, HORIZONTAL TEXTURED PANELS

COLOR: DEEP BROWN



S-4
CEMENTITIOUS, HORIZONTAL TEXTURED PANELS

COLOR: ASHEN



S-5
CEMENTITIOUS, HORIZONTAL RIBBED PANELS

COLOR: DRAGON'S BREATH AT TOWNHOUSE & KENDALL CHARCOAL AT CONDO

05
PROPOSED PRIMARY MATERIALS
SCALE: N.T.S.



01
CONDOMINIUM BUILDING DETAIL - NORTHEAST ISOMETRIC
SCALE: N.T.S.



02
TOWNHOUSE DETAIL - NORTHEAST ISOMETRIC
SCALE: N.T.S.

ALL TRIM, ROOFING ACCESSORIES, &
VERTICAL DECK ELEMENTS TO BE PAINT
FINISH IN SAME COLOR AS ROOFING

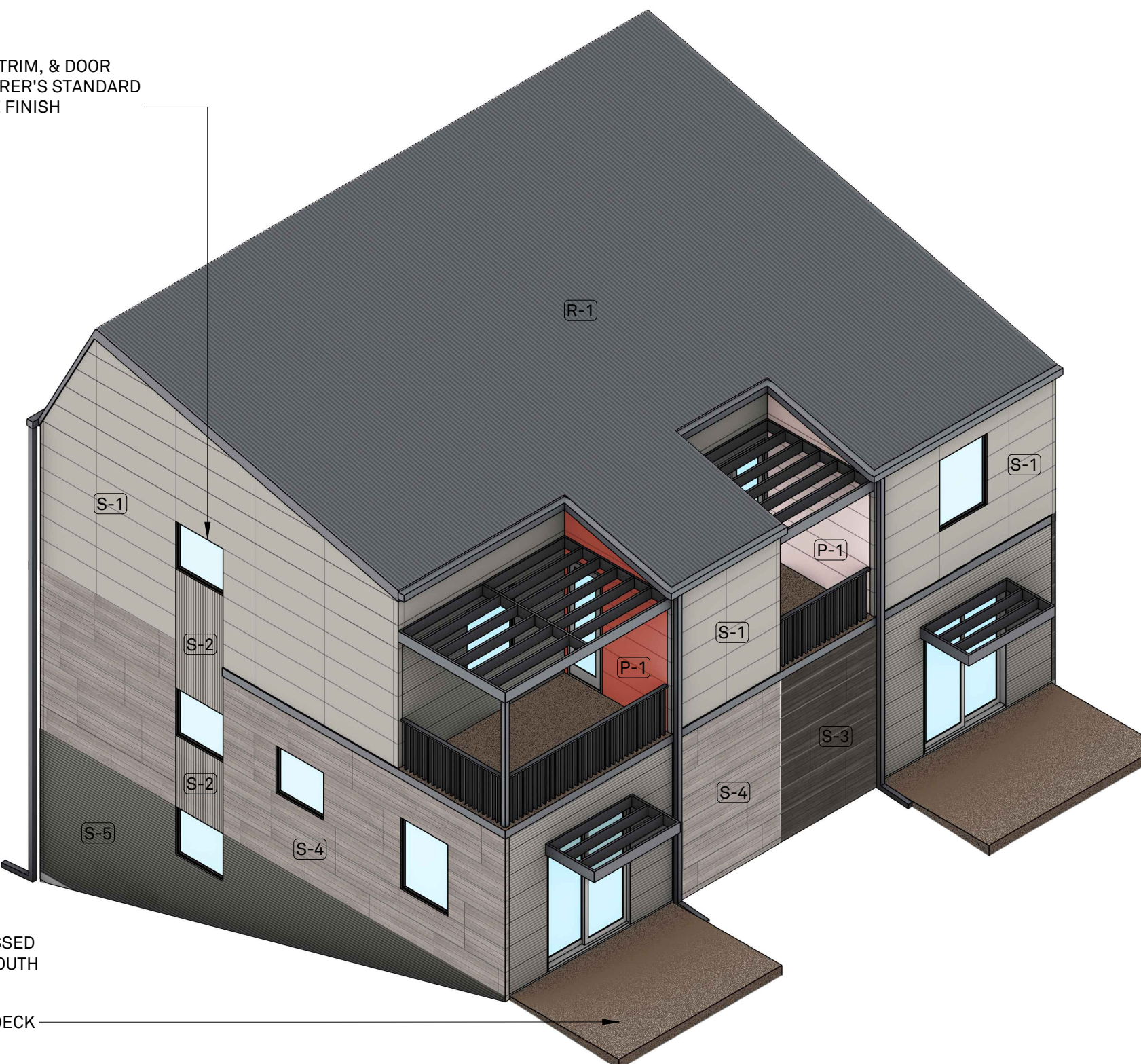
GARAGE DOORS TO BE PAINTED IN FINISH
TO COMPLIMENT WINDOW FRAMES

ENTRY DOORS TO BE WOOD

CONCRETE RETAINING WALL



03
CONDOMINIUM BUILDING DETAIL - SOUTHWEST ISOMETRIC
SCALE: N.T.S.



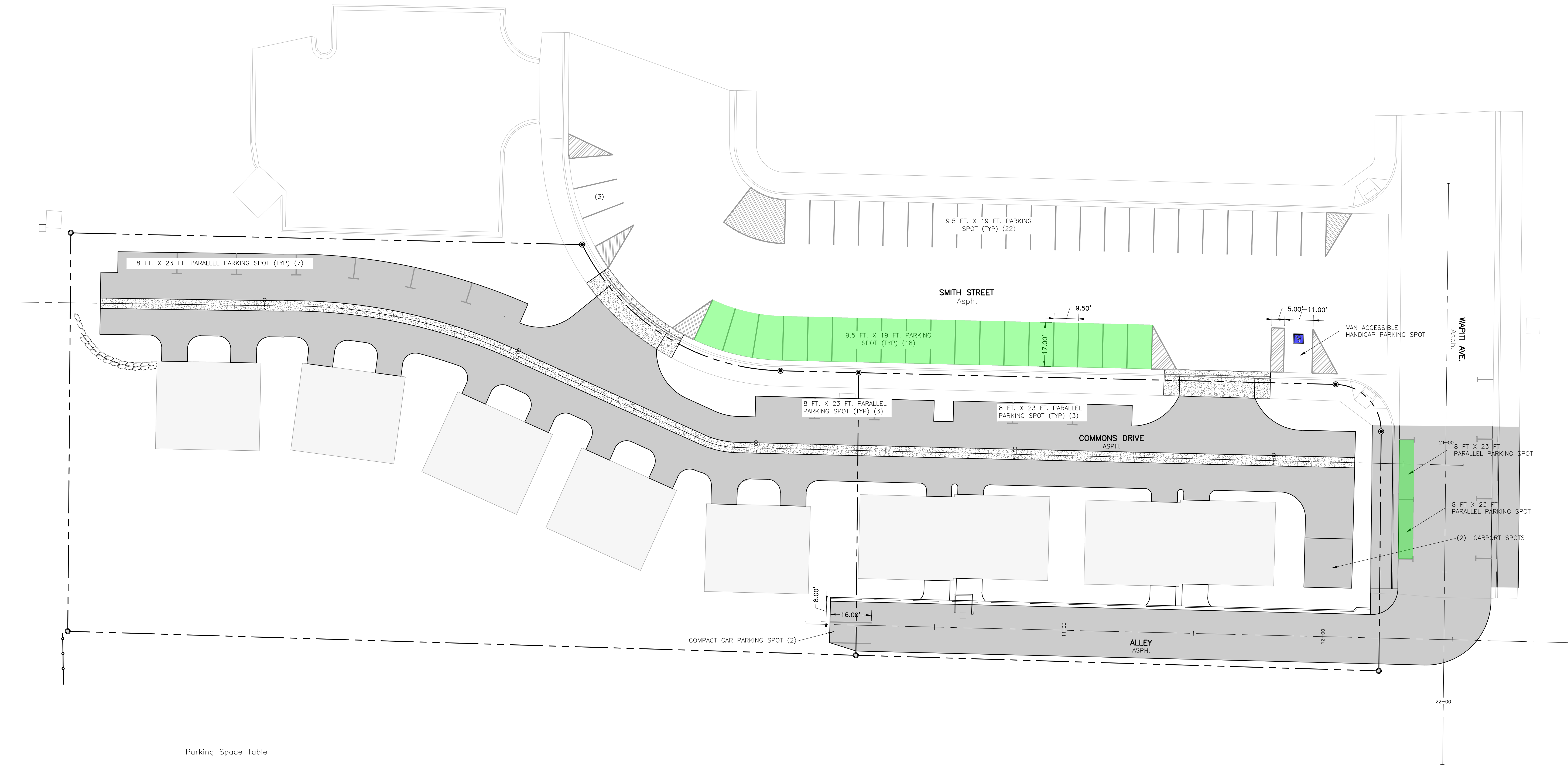
04
TOWNHOUSE DETAIL - SOUTHWEST ISOMETRIC
SCALE: N.T.S.

ALL WINDOW FRAMES & TRIM, & DOOR
TRIM TO BE MANUFACTURER'S STANDARD
BLACK OR DARK BRONZE FINISH

3RD FLOOR UNITS ACCESSED
BY EXTERIOR STAIR AT SOUTH

AT GRADE DECK

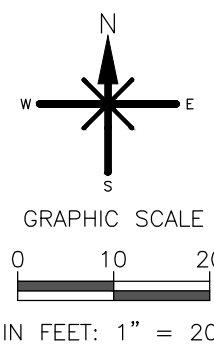
F:\2021\38-WAPITI COMMONS\04-DWG\04-SHEETSET\WAPITI-UTIL.DWG Plotted: 1/27/2022 10:03 AM By: Denny Stewart



Parking Space Table

	Existing	Proposed
N Side Smith St.	18	22
S Side Smith St.	29	22
W Side Wapiti Ave.	0	2
On Property	0	17
Total:	47	63

Hatch for Wapiti Commons Designated Parking. 20 total.



ROARING FORK ENGINEERING
592 HIGHWAY 133
CARBONDALE COLORADO, 81623
PH: (970)340-4130 F:(966)876-5873

CHECKED BY: DCS
DRAWN BY: BEW

DRAWN BY
BEW

DATE
01.07.2022

DESCRIPTION:
FINAL PLAT SUBMISSION

1

JOB #: 2021-28
NOT FOR
CONSTRUCTION

WAPITI COMMONS
RIFLE, COLORADO

SIGNING & STRIPING PLAN

C11
OF 12

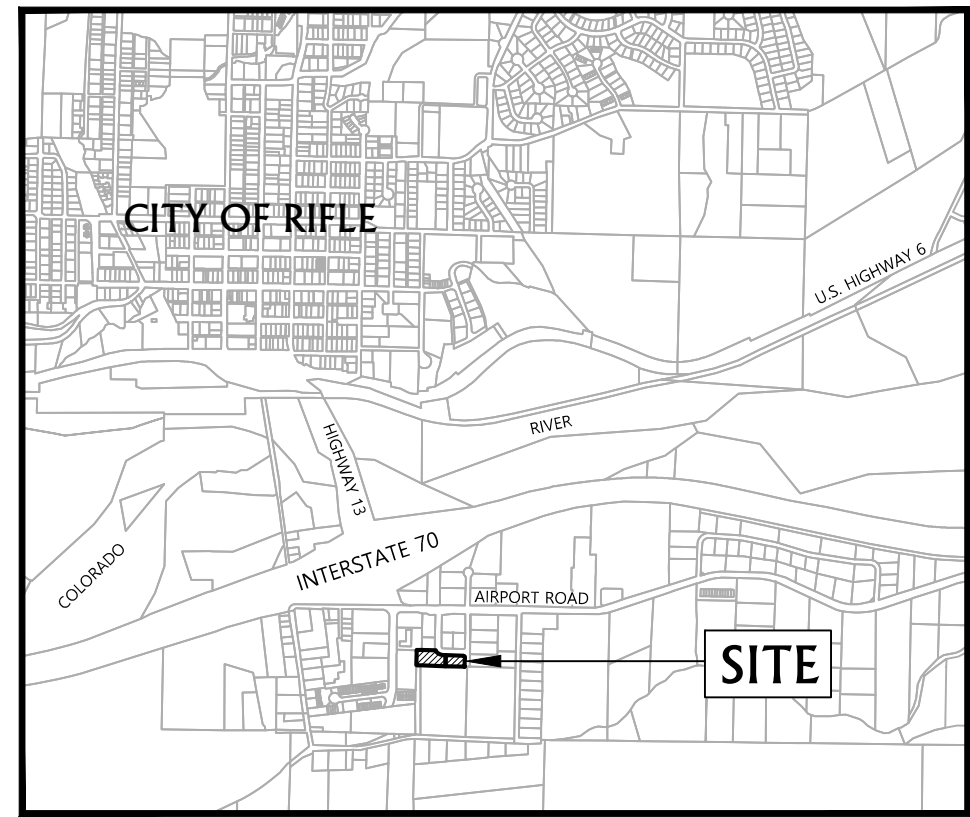
FINAL PLAT

WAPITI COMMONS

WAPITI CONDOMINIUMS & WAPITI TOWNHOMES

LOTS 12 & 13 - WAPITI PARK

SITUATED IN THE SE1/4SE1/4 OF SECTION 16,
TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH PM
CITY OF RIFLE, COUNTY OF GARFIELD, STATE OF COLORADO



VICINITY MAP

SCALE: 1" = 2,000'

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, HABITAT FOR HUMANITY OF THE ROARING FORK, BEING SOLE OWNER IN FEE SIMPLE OF ALL THAT REAL PROPERTY SITUATED IN THE CITY OF RIFLE, GARFIELD COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

LOTS 12 & 13, WAPITI PARK ACCORDING TO THE FINAL PLAT THEREOF RECORDED JANUARY 4, 2006 AS RECEPTION NO. 689922

CONTAINING 1.499 ACRES, MORE OR LESS, HAS BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME AS SHOWN ON THIS FINAL PLAT OF WAPITI COMMONS, PLANNED COMMUNITY WITH COMMON ELEMENTS IN THE CITY OF RIFLE, COUNTY OF GARFIELD AND THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC USE THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE LABELED AS UTILITY EASEMENTS ON THE ACCOMPANYING PLAT AS PERPETUAL EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF UNDERGROUND UTILITIES, INCLUDING BUT NOT LIMITED TO, ELECTRIC LINES, GAS LINES, TELEPHONE LINES, WATER LINES, SEWER LINES, WITH PERPETUAL RIGHT OF INGRESS AND EGRESS FOR INSTALLATION AND MAINTENANCE OF SUCH LINES. THE OWNER DOES FURTHER DEDICATE THE TO THE PUBLIC USE THE DRAINAGE AND PEDESTRIAN EASEMENTS SHOWN HEREON FOR THE PURPOSES SO DESIGNATED. SUCH EASEMENT AND RIGHTS SHALL BE UTILIZED IN A REASONABLE AND PRUDENT MANNER. ALL EXPENSE FOR PAVING AND IMPROVEMENTS FOR COMMON DRIVE SHALL BE FURNISHED BY THE DEVELOPER AND NOT BY THE CITY OF RIFLE.

AND THE OWNER DOES FURTHER STATE AND DECLARE THAT ALL LANDS SHOWN ON THIS PLAT SHALL BE SUBJECT TO AND ARE HEREBY SUBMITTED TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WAPITI COMMONS RECORDED AS RECEPTION NO. _____ OF GARFIELD COUNTY, COLORADO RECORDS.

EXECUTED THIS _____ DAY OF _____, A.D., 2019.

HABITAT FOR HUMANITY OF THE ROARING FORK
53 CALAWOOD COURT
GLENWOOD SPRINGS, CO 81601

STATE OF COLORADO)
) SS
COUNTY OF GARFIELD)

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, A.D., 2022, BY SCOTT GILBERT AS MANAGER OF HABITAT FOR HUMANITY OF THE ROARING FORK.

MY COMMISSION EXPIRES: _____

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

CERTIFICATE OF FINAL PLAT APPROVAL

THIS PLAT IS APPROVED FOR FILING WITH THE CLERK AND RECORDER OF GARFIELD COUNTY AND THE CITY OF RIFLE ACCEPTS THE PUBLIC DEDICATIONS SHOWN HEREON.

MAYOR _____

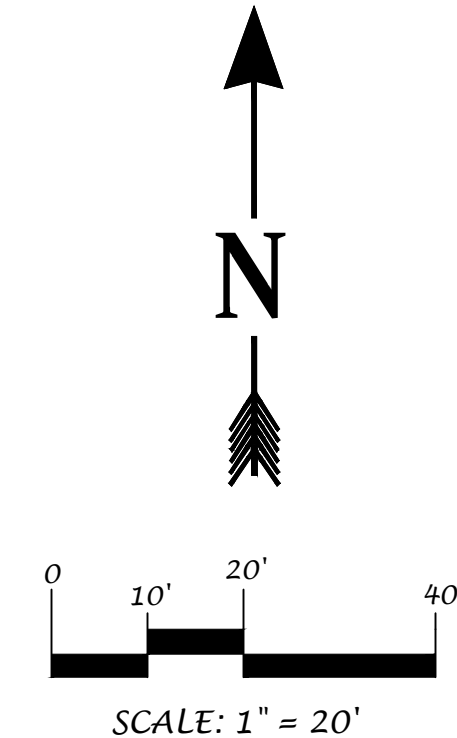
ATTEST: _____
CITY CLERK

PLANNING COMMISSION CERTIFICATE

THIS PLAT OF WAPITI COMMONS WAS APPROVED BY THE CITY OF RIFLE PLANNING COMMISSION THIS _____ DAY OF _____, A.D., 2022.

BY: _____

CHAIRMAN

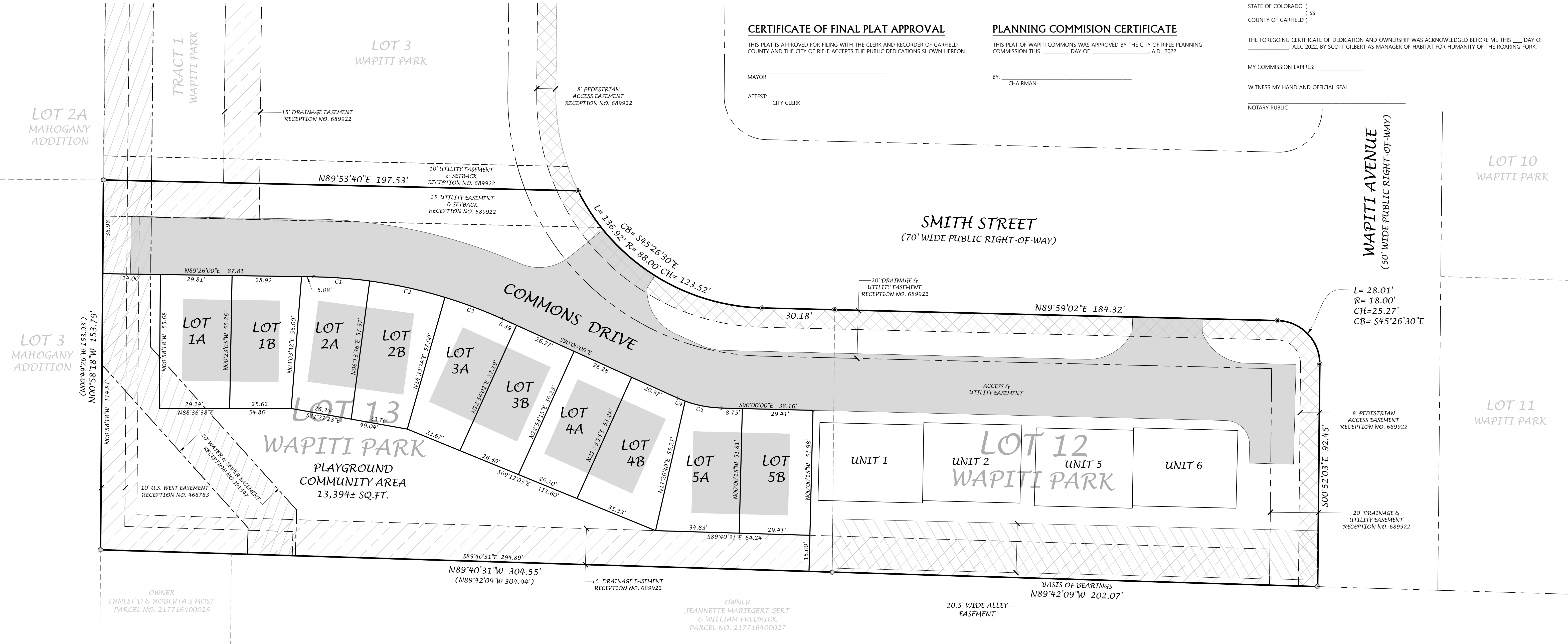


CURVE DATA TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	198.00'	23.37'	23.36'	S 87°11'05" E	06°43'56"
C2	198.00'	32.07'	32.04'	S 79°09'46" E	09°16'49"
C3	198.00'	25.60'	25.58'	S 70°49'07" E	07°24'28"
C4	47.00'	3.39'	3.39'	S 69°10'49" E	04°07'52"
C5	47.00'	15.39'	15.32'	S 80°37'35" E	18°45'39"

LOT	AREA-SQ.FT.
1A	1638±
1B	1501±
2A	1525±
2B	1611±
3A	1596±
3B	1409±
4A	1465±
4B	1634±
5A	1544±
5B	1526±

UTILITY PROVIDERS

WATER.....CITY OF RIFLE
SEWER.....CITY OF RIFLE
ELECTRIC.....XCEL ENERGY
GAS.....XCEL ENERGY
TELEPHONE.....QUEST COMMUNICATIONS



SURVEY NOTES:

- BASIS OF BEARINGS FOR THIS PLAT IS A BEARING OF N89°42'09"W ALONG THE SOUTH LINE OF SAID LOT 12 BETWEEN A FOUND NO.5 REBAR AND 1-1/4" ORANGE PLASTIC CAP LS28643 AND A FOUND NO. 5 REBAR & 1-1/4" ORANGE PLASTIC CAP (ILLEGIBLE) AS SHOWN HEREON.
- DATE OF FIELD SURVEY: JANUARY 28TH & 29TH, 2021.
- LINEAR UNITS USED TO PERFORM THIS SURVEY WERE U.S. SURVEY FEET.
- THIS PLAT IS BASED ON WAPITI PARK ACCORDING TO THE FINAL PLAT THEREOF RECORDED JANUARY 4, 2006 AS RECEPTION NO.689922 AND CORNERS FOUND IN PLACE AS SHOWN HEREON.
- THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE, ANY EXCEPTIONS TO TITLE THAT MAY AFFECT THE SUBJECT PROPERTY HAVE NOT BEEN REVIEWED BY TRUE NORTH COLORADO, LLC.
- BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON FIELD MEASUREMENTS, BEARINGS AND DISTANCES SHOWN IN PARENTHESIS ARE OF RECORD SHOWN ON WAPITI PARK FINAL PLAT RECORDED JANUARY 4, 2006 AS RECEPTION NO. 689922

NOTICE: 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, RODNEY P. KISER, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO, THAT THIS FINAL PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF WAPITI COMMONS, AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND UNDER MY SUPERVISION AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS OF SAID SUBDIVISION AS THE SAME ARE STAKED UPON THE GROUND IN COMPLIANCE WITH APPLICABLE REGULATIONS GOVERNING THE SUBDIVISION OF LAND.

IN WITNESS THEREOF, I HAVE SET MY HAND AND SEAL THIS _____ DAY OF _____, 2022

RODNEY P. KISER
LICENSED PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38215

CITY PUBLIC WORKS DIRECTOR'S CERTIFICATE

THIS PLAT OF WAPITI COMMONS WAS APPROVED BY THE CITY PUBLIC WORKS DIRECTOR OF THE CITY OF RIFLE PURSUANT TO RIFLE MUNICIPAL CODE SECTION 17.05.230 THIS _____ DAY OF _____, A.D., 2022.

BY: _____
CITY PUBLIC WORKS DIRECTOR

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., 2022, AND IS DULY RECORDED AS RECEPTION NO. _____

ATTEST: _____
CLERK AND RECORDER

BY: _____



HABITAT FOR HUMANITY, ROARING FORK VALLEY

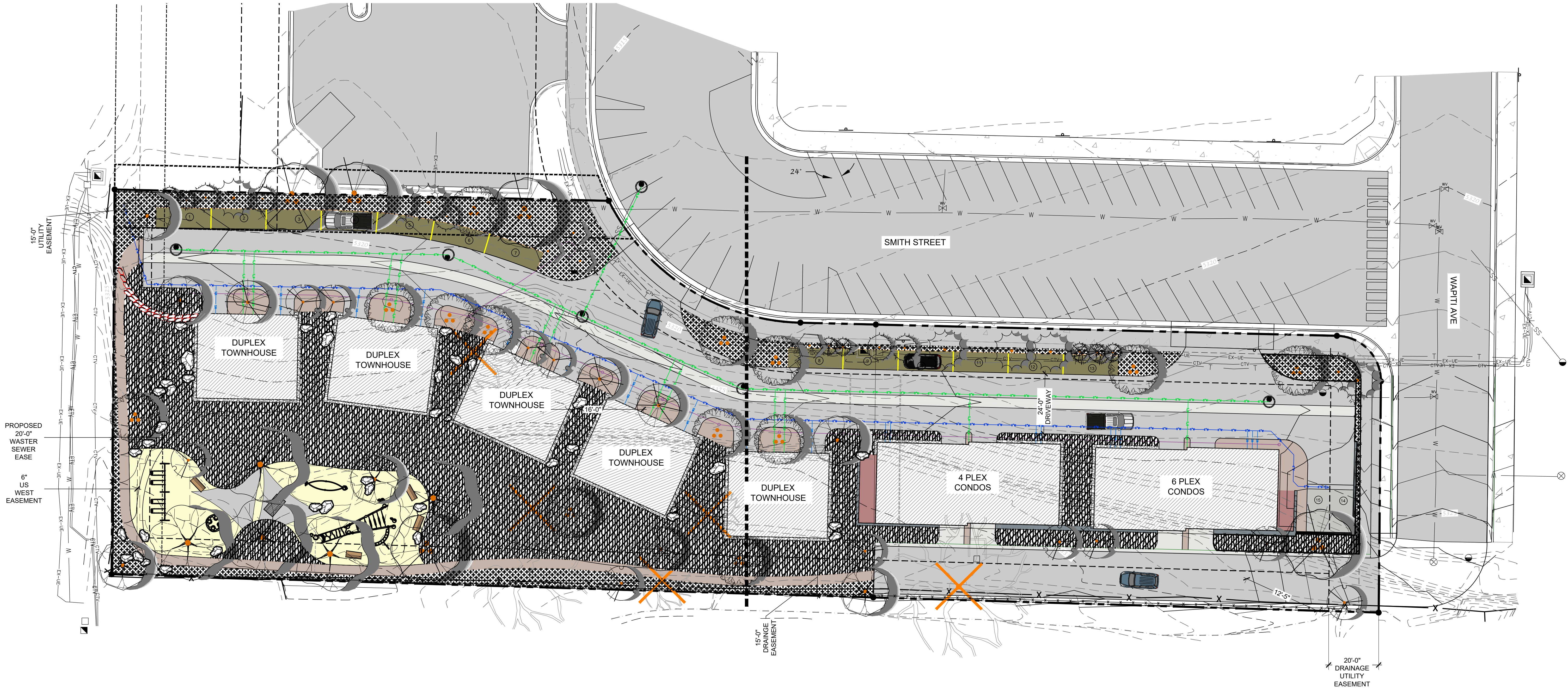
FINAL PLAT - WAPITI COMMONS

769 & 781 SMITH STREET - RIFLE
COUNTY OF GARFIELD - STATE OF COLORADO



TRUE NORTH COLORADO LLC.
A LAND SURVEYING AND MAPPING COMPANY
P.O. BOX 614 - 386 MAIN STREET UNIT 3
NEW CASTLE, COLORADO 81647
(970) 984-0474
www.truenorthcolorado.com

PROJECT NO: 2021-115	DRAWN RFR	SHEET 1 OF 1
DATE: January 23, 2022	SURVEYED MAN/DJB	

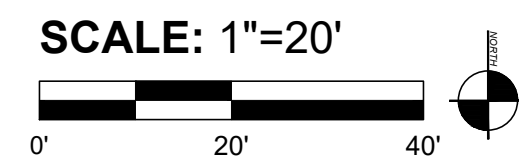


PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	CONT	CAL	QTY
	Acer platanoides 'Royal Red' / Royal Red Norway Maple	B & B	2.5"Cal	5
	Acer x freemanii `Armstrong` / Armstrong Freeman Maple	B & B	2.5"Cal	12
	Gleditsia triacanthos inermis 'Wandell' TM / Perfection Honey Locust	B & B	2.5"Cal	5
	Juniperus monosperma / Cherrystone	15 gal		5
	Juniperus scopulorum / Rocky Mountain Juniper	15 gal		8
	Quercus macrocarpa 'Urban Pinnacle' / Urban Pinnacle Oak	B & B	2.5"Cal	6
	Thuja occidentalis 'George Peabody' / George Peabody Arborvitae	15 gal		4
	Thuja plicata / Western Red Cedar	15 gal		9
	Tilia tomentosa / Silver Linden	B & B	2.5"Cal	13
	Ulmus wilsoniana 'Prospector' / Elm	B & B	2.5"Cal	4

REVEGETATION SCHEDULE

	REVEG TYPE 1 - HIGH DESERT MEADOW MIX MIX BY WESTERN NATIVE SEED 70% HIGH DESERT GRASSES & 30% HIGH DESERT WILDFLOWERS SEED RATE : 1LB PER 1,000 SF -	5,972 sf
	REVEG TYPE 2 - LAWN MIX MIX BY WESTERN NATIVE SEED XERISCAPE LAWN MIX 70% BUFFALOGRASS, 30% BLUE GRAMA SEED REATE: 4LBS PER 1,000 SF -	12,553 sf



THIS SHEET CONTAINS LINES, SYMBOLS, ETC THAT ARE IN A COLOR OTHER THAN BLACK AND IS INTENDED TO BE VIEWED AND PRINTED IN COLOR VS BLACK AND WHITE

WAPITI COMMONS
RIFE, CO, 81650

Drawn By: GT	Checked By:
ISSUE & REVISION DATES	
SD SET	05/12/2021
PERMIT SET	10/20/2021

Plot Date: 10/20/21 Project #: 424

PLANTING
PLAN

L.3.00



**MOUNTAIN CROSS
ENGINEERING, INC.**

Civil and Environmental Consulting and Design

February 11, 2022

Mr. Patrick Waller
Department of Planning & Development
202 Railroad Avenue
Rifle, CO 81650

RE: Final Plan for Habitat for Humanity Wapiti Commons: 2022-002

Dear Patrick:

This office has performed a review of the documents provided for the Final Plan of the Wapiti Commons Subdivision for Habitat for Humanity. The review generated the following comments:

1. A copy of the Title Commitment should be provided to the surveyor. The Title Commitment should be reviewed, the plat modified, and survey note 5 revised as may be applicable.
2. The Application materials state that the parking surface has been changed to asphalt. The typical section detail on the plan sheets should be revised to reflect this.
3. The drywell detail or plan sheet notes should be revised to provide sufficient information to construct the drywells to the designed volumes. Presently, there is not enough information to construct the drywells congruent with the calculations in the drainage report.

Feel free to call if you have any questions or comments.

Sincerely,
Mountain Cross Engineering, Inc.

Chris Hale, PE

From: [Erica Gentry](#)
To: [Patrick Waller](#)
Subject: RE: City of Rifle Referral Request - Wapiti Commons Subdivision
Date: Friday, January 28, 2022 4:04:45 PM

The usual lot lines and as-builts please. I'll get working on addressing.

From: Patrick Waller <pwaller@rifleco.org>
Sent: Thursday, January 27, 2022 3:47 PM
To: Tommy Klein <tklein@rifleco.org>; 'chris@mountaincross-eng.com' <chris@mountaincross-eng.com>; Erica Gentry <egentry@rifleco.org>; Orrin Moon <Orrin.Moon@crfr.us>; 'Wakefield, Samantha L' <Samantha.l.wakefield@xcelenergy.com>; 'James S. Neu' <jsn@mountainlawfirm.com>; 'Joely R. Denkinger' <jrd@mountainlawfirm.com>; Brian Prunty <bprunty@rifleco.org>; Craig Spaulding <cspaulding@rifleco.org>; John Nihiser <JNihiser@rifleco.org>; Robert Burns <rburns@rifleco.org>
Cc: Hannah Popp <hpopp@rifleco.org>
Subject: City of Rifle Referral Request - Wapiti Commons Subdivision

Hi Folks,

The City of Rifle has received an application for a Final Plan review for the Habitat for Humanity/Wapiti Commons Subdivision. The Applicant is requesting approval for the development of 10 Townhomes and 10 Condos. Please review and let me know if you have any comments by Friday February 11. Because the file is so large, it is broken out and available via the links below.

You can view "Habitat for Humanity Subdivision Referral.pdf" at:

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:6d08c0fd-4516-4ed1-9079-057ac4002a38>

You can view "Irrigation Plan.pdf" at: <https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:fdec7daa-9a1c-4525-8b58-99a125409f2e>

You can view "Onstreet Parking Plan.pdf" at: <https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:d4b55b5b-13f4-4c4c-a123-6b8d49cb5cdd>

You can view "Wapiti Title Commitment Update.pdf" at:
<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:3075c402-b451-4325-92de-dda10a3b9a1e>

You can view "Combined HOA Documents.pdf" at: <https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:6fc94d48-5f64-4e70-9acb-33c3f443eb54>

You can view "Final Plat.pdf" at: <https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:41530a46-cd32-417a-a6cd-18c28af80c01>

You can view "Habitat for Humanity - Final Plat Application.pdf" at:
<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:161fdd8c-0539-45ed-ad41-108cd3fc4583>

Please let me know if you have any questions,

Patrick Waller

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6491



February 24, 2022

Jake Ezratty
53 Calaway Court
Glenwood Springs, CO 81601

Re: Final Plat Review – Habitat for Humanity Wapiti Commons

After reviewing the above referenced Final Plat, City of Rifle Planning has the following comments:

1. Include a Plat Note stating that units may be subdivided by the creation of townhome and condominium plats and approved administratively by the City of Rifle, once as-built surveys have been completed. The Plat Note should also indicate that Building locations are approximate and make the property line between townhome units dashed and state that these are proposed.
2. Include a Title Company Certificate and update the Plat to show that it was used.
3. Include the following certificate for the City Council and remove the Mayor's Certificate.

CITY COUNCIL CERTIFICATE

This plat approved by 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 Rifle of the public dedication shown heron; 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.

- _____
4. Public Works Certificate shall reference Section 16-6-180.
 5. Include a certificate for Xcel Energy.
 6. Update the Plat to show that there are two multi-family buildings and identify how many units are in each building.
 7. The Plat shall identify that the lot line between lots 12 and 13 is being removed.

Once the changes are made please submit an electronic copy for additional review and approval.

Please let me know if you have any questions,

Patrick Waller
Planning Director
pwaller@rifleco.org
970-665-6499

Patrick Waller, Planning Director pwaller@rifleco.org

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 3
SERIES OF 2022**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, APPROVING A
FINAL SUBDIVISION PLAN AND FINAL SUBDIVISION PLAT FOR WAPITI
COMMONS.

WHEREAS, the Rifle Planning Department received an application for Final Plat approval for subdivision of property owned by Habitat for Humanity of the Roaring Fork Valley, Inc., a Colorado nonprofit corporation (hereinafter “Developer”), which property is known as Wapiti Commons, described as Lots 12 and 13 as shown on the Final Plat of Wapiti Park Subdivision recorded with the Garfield County Clerk and Recorder as Reception No. 689922 (hereinafter the “Property”); and

WHEREAS, Developer intends to construct 20 units on the Property in 7 separate buildings (5 duplex buildings, 1 four-unit building, and 1 six-unit building), which buildings shall be individually subdivided into separate units so that each unit may be conveyed separately by the filing of an amended plat, townhome plat, or condominium plat, as appropriate, showing the as-built construction of each unit and indicate general and limited common elements; and

WHEREAS, on December 14, 2021 after a duly-noticed public hearing, the City of Rifle Planning Commission approved a Sketch/Preliminary Plan for the Property; and

WHEREAS, on March 2, 2022 and March 16, 2022, 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 Preliminary Plan, and that all conditions of 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 (“SIA”) which SIA is 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 Wapiti Commons is hereby approved creating 20 units in 7 separate buildings. Upon the completion of construction of each building, the building may be subdivided into said 20 units with general and limited common elements, and upon the City staff’s review and approval, an amended plat, townhome plat, or condominium plat, as appropriate, may be recorded.

3. Developer shall comply in full with the conditions of the Planning and Development Department's staff report presented to the City Council on even date herewith, which conditions must be satisfied prior to the recording of the Final Plat, amended plat, townhome plat, or condominium plat, as appropriate. Developer shall further comply with all of Developer's representations made in any applications and in statements during the public hearings before the Planning Commission and City Council and they shall be conditions of approval with which Developer shall comply unless specifically modified. Developer shall also comply in full with the requirements of the Rifle Municipal Code, including without limitation the requirements of the City of Rifle Public Works Manual and the SIA.

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

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

6. The City Clerk is hereby further directed to record this Ordinance, the Final Plat, 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 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 March 2, 2022, 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 16, 2022, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this _____ of _____, 2022.

CITY OF RIFLE, COLORADO

BY: _____
Mayor

ATTEST:

City Clerk

**SITE SPECIFIC DEVELOPMENT PLAN AND
SUBDIVISION IMPROVEMENTS AGREEMENT
FOR WAPITI COMMONS**

THIS AGREEMENT made this ____ day of _____, 2022, 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 HABITAT FOR HUMANITY OF THE ROARING FORK VALLEY, INC., a Colorado nonprofit corporation whose address is 53 Calaway Court, Glenwood Springs, CO 81601, (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 Lots 12 and 13 Wapiti Park Subdivision and described on the Final Plat therefore recorded with the Garfield County Clerk and Recorder as Reception No. 689922 (hereinafter the "Property"); and

WHEREAS, the Property is subject to that certain Site Specific Development Plan and Subdivision Improvements Agreement for Wapiti Park recorded with the Garfield County Clerk and Recorder as Reception No. 689923 (the "Global SIA"); and

WHEREAS, on December 14, 2021 after a duly-noticed public hearing and pursuant to Rifle Municipal Code §16-5-280, the City of Rifle Planning Commission approved a Combined Sketch Plan and Preliminary Plan for the Property; and

WHEREAS, on March 2, 2022 and March 16, 2022, the City Council of the City of Rifle, after holding all necessary public hearings, approved by appropriate ordinance a Final Subdivision Plat and Final Subdivision Plan for the Property creating 20 units, which Ordinance No. 3, Series of 2022 is recorded as Reception No. _____ with the Garfield County Clerk and Recorder; 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 §§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. Amended Plats/Townhome Plats/Condominium Plats. In accordance with Ordinance No. 3, Series of 2022, the City and Developer agree and acknowledge that amended plats, townhome plats or condominium plats, as appropriate, shall be prepared after buildings have been constructed and final “as-built” surveys have been completed. These “Plats” may be approved administratively by the City without further review by the City Council or the Planning Commission, such approval not to be unreasonably withheld. No individual unit shall be sold into separate ownership until and unless a plat has been approved by the City based upon an “as-built” survey of the unit boundaries and such plat has been recorded in the real estate records of Garfield County. A plat note on the Final Subdivision Plat for the Property shall be included to this effect.

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

- A. Reimbursement of Costs. The Developer hereby agrees to pay the City the actual costs to the City for engineering, surveying, and legal services rendered in connection with the review of the subdivision of the Property. In addition, the Developer shall reimburse the City for the cost of making corrections or additions to the master copy of the official City map, for the fee for recording the Final Plat and accompanying documents with the County Clerk and Recorder of Garfield County. Developer shall also pay any fee required pursuant to the Rifle Municipal Code. Interest shall be imposed at rate of 1.5% per month on all balances not paid within thirty (30) days of the date of the statement. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorney’s fees and costs incurred in said collection efforts in addition to the amount due and unpaid.
- B. Water and Sewer Taps. Developer, its successors and assigns, shall comply in full with Title 13 of the Rifle Municipal Code regarding tap fees for water and sewer service.
- C. Water Rights Dedication. Developer shall pay the cash in lieu of the water rights dedication fees as required under RMC §13-6-10, *et. seq.*, as it may be amended. For this purpose, upon the issuance of each building permit, Developer shall pay the fee then in effect at the rate of 1 EQR for each unit for which potable water service is to be provided by the City. Pursuant to Section 2.C of the Global SIA, Developer has a credit for water rights dedication fees of 1 EQR for Lot 12 and 1 EQR for Lot 13.
- D. Parkland Dedication Fees. The City and Developer agree that the Property is subject to the City parkland dedication requirements set forth in Rifle Municipal Code §§16-1-90 and 16-4-110. Developer shall pay parkland dedication fees then

in effect for each unit at the time of building permit application.

- E. Offsite Street Impact Fees. Pursuant to Section 3.A of the Global SIA, Developer shall pay the I-70 Interchange Fee for the Property of \$1,360 for Lot 12 and \$2,640 for Lot 13 upon the issuance of the first building permit for the Property. Further, pursuant to Section 3.B of the Global SIA, Developer shall pay an Offsite Street Impact Fee for the Property of \$3,400 for Lot 12 and \$6,600 for Lot 13 upon the issuance of the first building permit for the Property.
 - F. Waiver of Fees. On October 20, 2021, the City Council approved a general waiver of fees for the development of the Property in the amount of \$100,000 (the "Fee Waiver"). The Fee Waiver is expressly conditioned on the construction of 20 units of affordable housing targeted to residents who make approximately 80% of the household AMI for Garfield County with an associated deed restriction encumbering each unit. Further, Developer's policies shall reserve 1 unit preference for City of Rifle staff and preference for residents and workers within the City of Rifle for the other units.
5. Specific Conditions. Developer agrees to perform the following conditions:
- A. Representations. All representations of the Developer made in its application and in statements during the public hearings before the Planning Commission and City Council shall be considered conditions of approval with which the Developer shall comply.
 - B. Approved Plans. The 20 units to be constructed on the Property shall conform to the elevations and general design elements as shown on the site layout plans and representative drawings attached hereto as Exhibit A and incorporated herein by this reference.
6. Pre-Construction Meeting. Developer shall hold a pre-construction meeting between the City Engineer and Public Works Director and the Developer, its engineer and contractor for the purpose of discussing all construction issues that will be required for this project.
7. Public Improvements. All water lines, water facilities, sewer lines, sewer facilities, hydrants, water or sewer distribution facilities, drainage structures, landscaping, gas lines, electrical facilities, cable T.V., telephone lines, utility systems, streets (public and/or private), lighting and signage required by this Agreement or shown on the final subdivision plan prepared by _____, as Job No. _____ dated _____, 2022, as it may be amended (the "Public Improvements") shall be installed and completed at the expense of the Developer.
- A. All Public Improvements required by this Agreement are shown on the Final Subdivision Plat and Plans submittal, and the estimated costs thereof, are identified on Exhibit B attached hereto and incorporated herein by this reference. The public improvements shall be constructed in conformance with the plans and

specifications submitted by the Developer as part of the Final Plat application and approved by the City Public Works Director or his/her designee, including all supplemental plans and specifications (all of which are on file at City Hall), the City of Rifle Public Works Manual then in effect, and the utility plan (hereinafter collectively referred to as "Plans and Specifications").

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

8. Construction Observation and Inspection.

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

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

9. Completion of Public Improvements; Approval. The Developer shall complete all Public Improvements 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.

10. Acceptance; Conveyance. Within thirty (30) days of the Acceptance Date, the Owner shall execute a deed to the City conveying all rights of way and easements required for the operation, maintenance, repair and replacement of the Improvements. Owner agrees to dedicate to the public and to convey or, with respect to off-site easements, to assign, to the City, in such form as may be required by the City, such easements and other rights as acquired by Owner as may be reasonably required for the construction of the Improvements. Such conveyance and dedication shall be free and clear of all liens and encumbrances that might adversely affect the use of the Improvements for their intended purpose. The Owner shall also execute a bill of sale conveying the Improvements to the City, free and clear of all liens and encumbrances. All Improvements conveyed to the City shall be warranted for a period of twelve (12) months from the Acceptance Date, as provided below.

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

- A. The title conveyed shall be good and its transfer rightful;
- B. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and

- C. Any and all facilities so conveyed shall be free of any defects in materials or workmanship for a period of one (1) year, as stated above.

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

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

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

- B. In the event the Public Improvements are not constructed or completed within 12 months of the date of this Agreement, the letter of credit shall provide that the funds necessary to complete the Public Improvements shall be put directly to an escrow account under the control of the City Manager and shall be used to complete the Public Improvements called for herein.
- C. Within ten (10) days of timely completion of the Public Improvements, and performance of the conditions and requirements of this Agreement secured by the performance guarantee, and upon the approval of the City Manager, the performance guarantee shall be released to Developer. If the improvements are not completed within the required time, the performance guarantee may be called by the City and the monies may be used to complete the improvements; provided, however, that if such guarantee is not sufficient to pay the actual costs, the Developer shall be responsible for the balance.
- D. The required security for the Public Improvements is the amount mutually agreed upon by the Developer and the City Engineer as set forth above. The parties agree that this amount does not necessarily reflect the City Engineer's estimate of what the actual cost to the City would be if the City were required to fund construction

of all of the Public Improvements. In the event the costs of the Public Improvements exceed the amount set forth above, Developer shall be solely responsible for the actual cost. The purpose of Exhibit B is solely to determine the amount of security and shall be revised every twelve (12) months to reflect the actual costs, and the performance guarantee required by this SIA shall be adjusted accordingly. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the actual costs of all such Public Improvements.

- E. The parties expressly agree that the Developer's preparation and submission to the City of "as-built drawings" and a summary of actual construction costs for the Public Improvements to be dedicated to the City--and approval by the City of the as-built drawings and summary--are essential requirements of this Agreement. In the event the Developer fails to provide the as-built drawings and summary to the City thirty (30) days prior to the expiration of the performance guarantee or any extension thereof, such failure shall constitute a breach of this Agreement with regard to the completion of the Public Improvements, damages for which are impossible to ascertain, entitling the City to call upon the performance guarantee in an amount equal to ten (10%) percent of the total amount set forth on Exhibit B, which amount the City may retain as liquidated damages due to Developer's breach. No releases to the letter of credit shall be granted by the City until such as-built drawings are provided and all improvements are accepted by the City.

13. Parking License Agreement. The Wapiti Park Subdivision Final Plat designated 17 on-street parking spaces allocated to the development of the Property, which parking spaces are on City owned right-of-way. The Final Plan for the Property allocates 21 parking spaces as shown on Exhibit C attached hereto and incorporated herein by this reference (the "Parking Spaces"), which number of parking spaces the City hereby approves and grants a revocable license for such use appurtenant to the Property. It shall be the responsibility of the owners association for the Property to operate and maintain the Parking Spaces, including, without limitation, enforcement of its private use, snowplowing, crack sealing, asphalt repair and replacement, etc. If the City performs a street maintenance project that includes the Parking Spaces, the owners association and the City will coordinate the incorporation of the Parking Spaces in that project to gain cost efficiencies with a reasonable proportional allocation of costs to be paid by the owners association. The City shall have no responsibility for enforcing any parking regulations for or maintenance or repair of the Parking Spaces.

14. 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, 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.

15. Vested Rights. Pursuant to §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 §§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 §16-11-50.

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

17. 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 and Ordinance No. 3, Series of 2022 have 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.

18. 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.

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

the City from hardship. The City's remedies include:

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

20. 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.

21. 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.

22. 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.

23. 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.

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

25. 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.

26. 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.

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

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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: Habitat for Humanity of the Roaring Fork Valley, Inc.
 53 Calaway Court
 Glenwood Springs, CO 81601

34. 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

HABITAT FOR HUMANITY OF THE
ROARING FORK VALLEY, INC.

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

Acknowledged, subscribed, and sworn to before me this ____ day of _____, 2022,
by _____ as _____
of Habitat for Humanity of the Roaring Fork Valley, Inc.

WITNESS my hand and official seal.

My Commission expires: _____.

Notary Public

EXHIBIT A

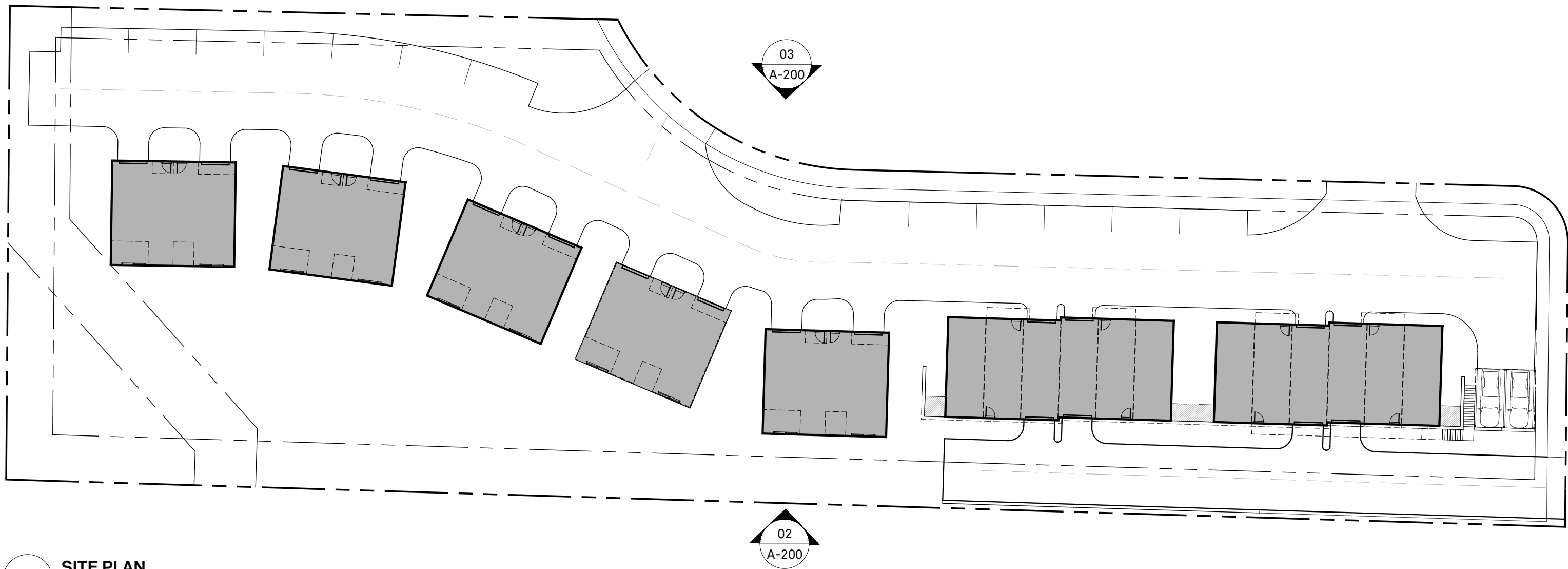
Property Elevations

EXHIBIT B

Cost Estimates

EXHIBIT C

Parking Plan



01 SITE PLAN
SCALE: 1/32" = 1'-0"



02 SOUTH SITE ELEVATION
SCALE: 1/16" = 1'-0"



03 NORTH SITE ELEVATION - SMITH ST. FRONTAGE
SCALE: 1/16" = 1'-0"

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CLIENT:
HABITAT FOR HUMANITY
ROARING FORK VALLEY
53 CALAWAY CT.
GLENWOOD SPRINGS, CO 81601

CONSULTANTS:

REVISIONS:		
NO:	DATE:	REMARKS:
1	11/29/2021	P&Z ADDENDUM
2	01/07/2022	BRICK ALT.

SEAL & SIGNATURE:

PROJECT:

WAPITI COMMONS
RIFLE, CO 81650

DRAWING TITLE:

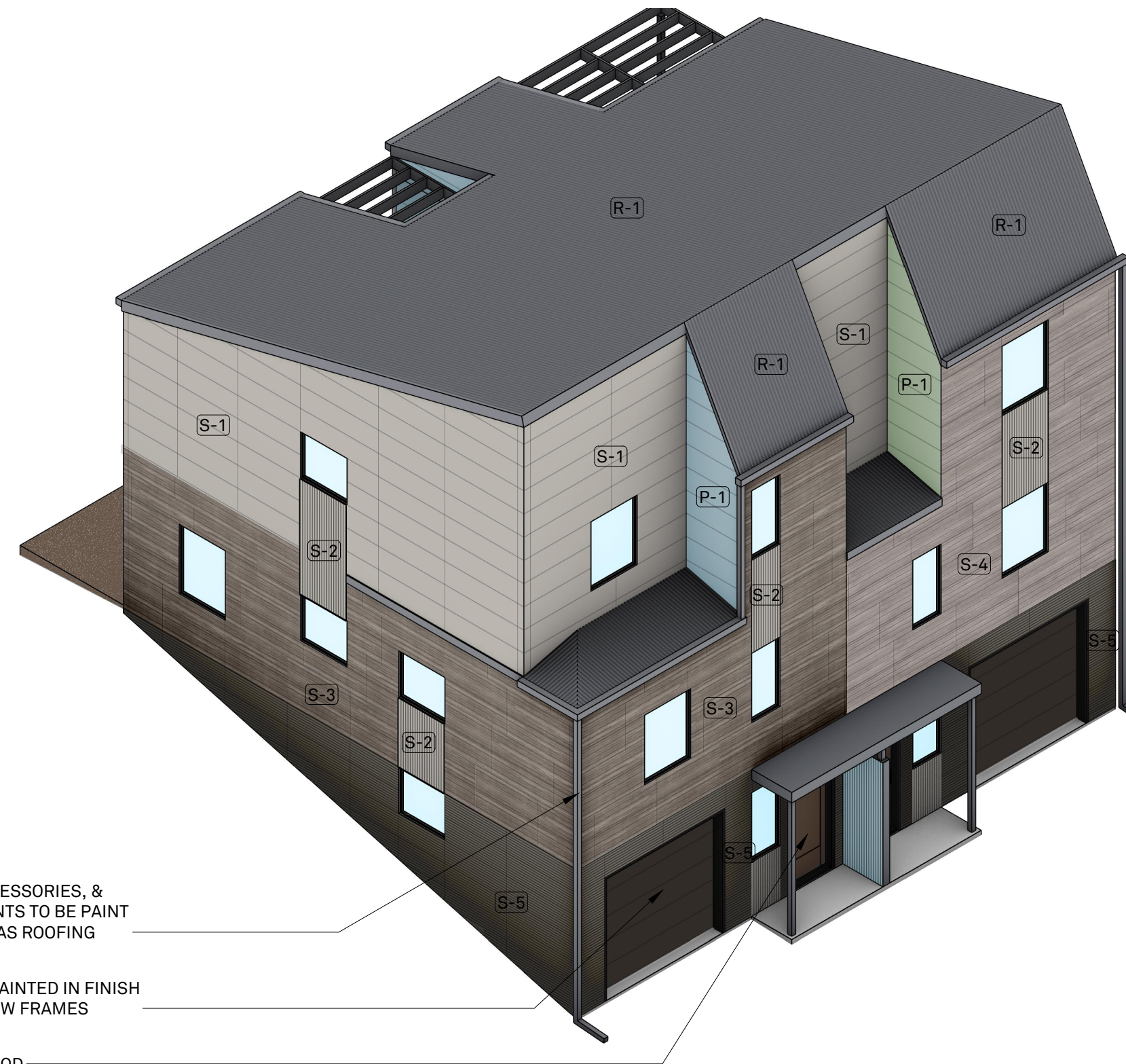
SITE BUILDING ELEVATIONS

DATE: 01/07/2022
PROJECT: 040
DWG BY: CHK BY:
SCALE:
DWG NO:

A-200.02



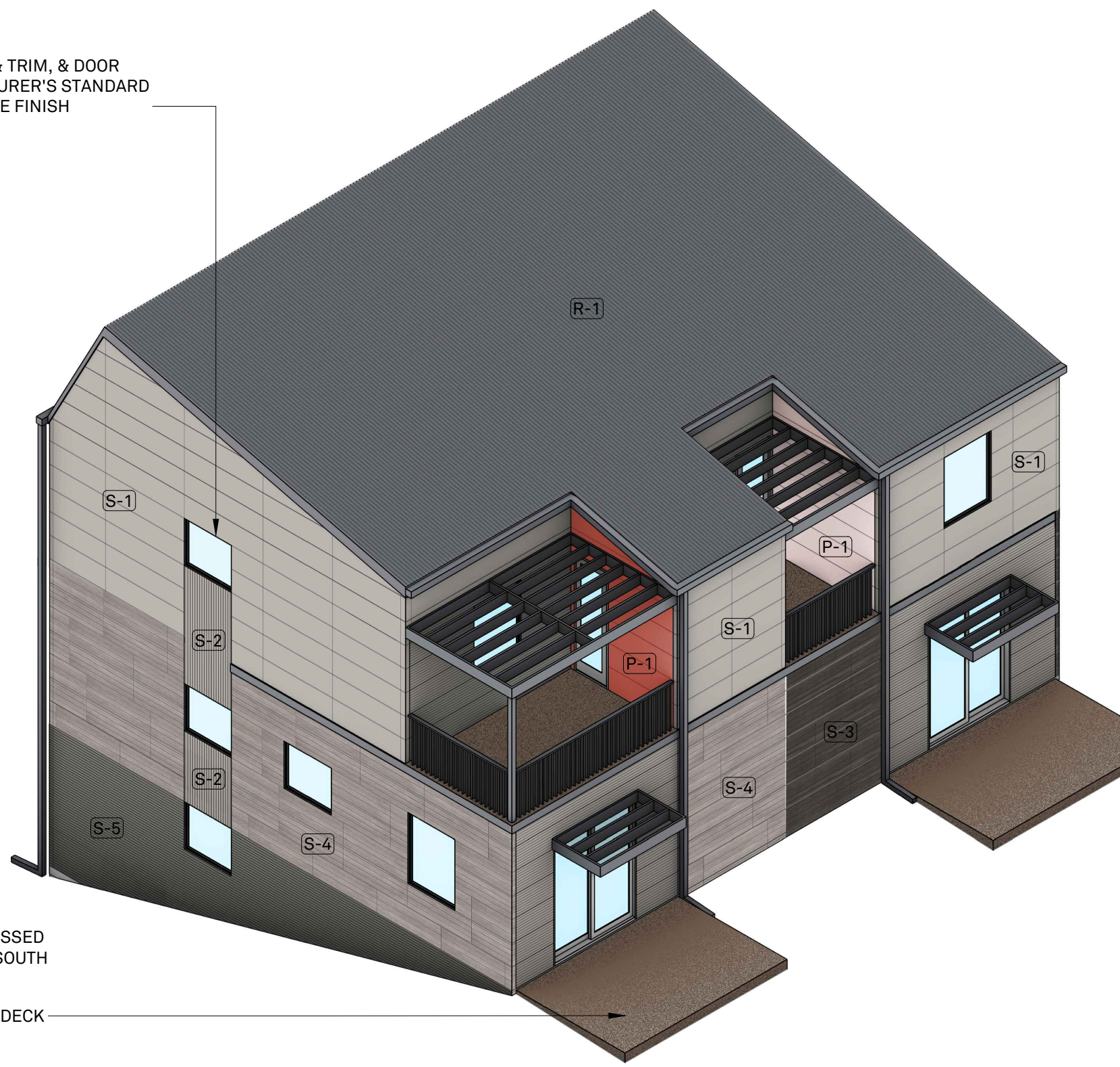
01 CONDOMINIUM BUILDING DETAIL - NORTHEAST ISOMETRIC
SCALE: N.T.S.



02 TOWNHOUSE DETAIL - NORTHEAST ISOMETRIC
SCALE: N.T.S.



03 CONDOMINIUM BUILDING DETAIL - SOUTHWEST ISOMETRIC
SCALE: N.T.S.



04 TOWNHOUSE DETAIL - SOUTHWEST ISOMETRIC
SCALE: N.T.S.



R-1
CORRUGATED METAL ROOFING

COLOR: MEDIUM, COOL GREY



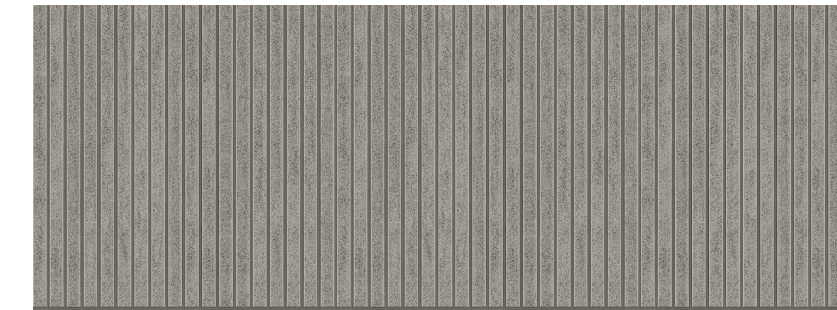
P-1
INSET, PAINTED SIDING ACCENTS

COLOR: COOLER TERRESTRIAL HUES @NORTH, WARMER HUES @SOUTH



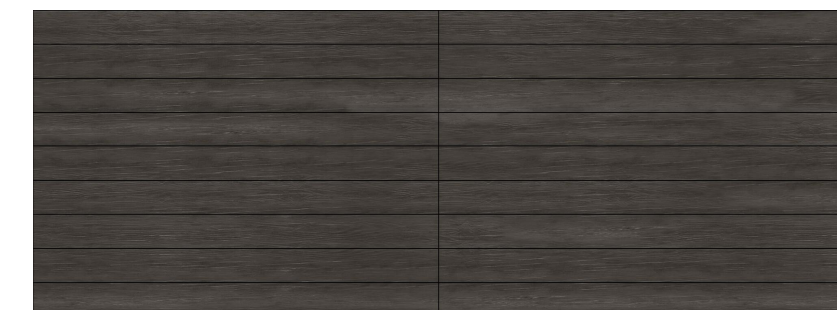
S-1
CEMENTITIOUS, HORIZONTAL PANELS

COLOR: WARM GREY



S-2
CEMENTITIOUS, VERTICAL RIBBED PANELS

COLOR: WARM GREY



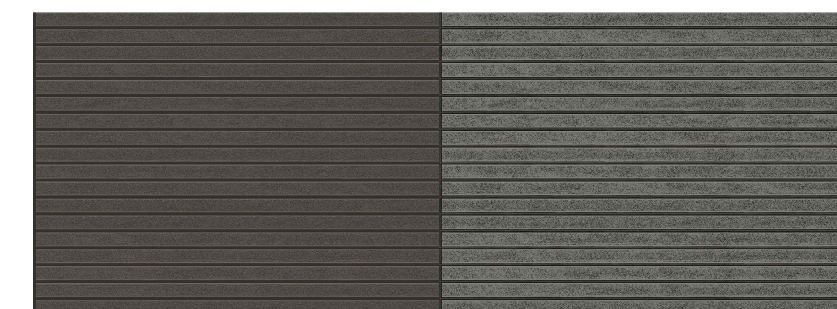
S-3
CEMENTITIOUS, HORIZONTAL TEXTURED PANELS

COLOR: DEEP BROWN



S-4
CEMENTITIOUS, HORIZONTAL TEXTURED PANELS

COLOR: ASHEN



S-5
CEMENTITIOUS, HORIZONTAL RIBBED PANELS

COLOR: DRAGON'S BREATH AT TOWNHOUSE & KENDALL CHARCOAL AT CONDO

05 PROPOSED PRIMARY MATERIALS
SCALE: N.T.S.

ALL TRIM, ROOFING ACCESSORIES, &
VERTICAL DECK ELEMENTS TO BE PAINT
FINISH IN SAME COLOR AS ROOFING

GARAGE DOORS TO BE PAINTED IN FINISH
TO COMPLIMENT WINDOW FRAMES

ENTRY DOORS TO BE WOOD

CONCRETE RETAINING WALL

ALL WINDOW FRAMES & TRIM, & DOOR
TRIM TO BE MANUFACTURER'S STANDARD
BLACK OR DARK BRONZE FINISH

3RD FLOOR UNITS ACCESSED
BY EXTERIOR STAIR AT SOUTH

AT GRADE DECK

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CLIENT:
**HABITAT FOR HUMANITY
ROARING FORK VALLEY**
53 CALAWAY CT.
GLENWOOD SPRINGS, CO 81601

CONSULTANTS:

REVISIONS:		
NO:	DATE:	REMARKS:
1	01/07/2022	BRICK ALT.

SEAL & SIGNATURE:

PROJECT:

WAPITI COMMONS
RIFLE, CO 81650

DRAWING TITLE:
**ENLARGED
BUILDING
ISOMETRICS**

DATE:	01/07/2022
PROJECT:	040
DWG BY:	CHK BY:
SCALE:	
DWG NO:	

A-201.01
OF

Exhibit B



Johnson Construction, Inc.

P.O. Box 1640 Rifle, CO 81650

124 W. 2nd Street Rifle, CO 81650

Contact: Mike Johnson / Rob Bercher

Phone: 970-625-2251

Email: Mike@johnconinc.com / Rob@johnconinc.com

Bid To: Habitat for Humanity
Attn: Jake Ezratty
Address:
Phone: 914-907-9888
Email: jake@habitatroaringfork.org
Bid Date: 1/19/2022
Bid Number:

Project: Wapiti Commons
Location: Rifle, CO
Owner:
Engineer: Roaring Fork Engineering
Date of Plans: 1/7/22
Addendums:

Budget Proposal

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	MOBILIZATION	1.00	LS	35,000.00	35,000.00
20	CLEAR AND GRUB	1.00	LS	3,500.00	3,500.00
22	SAWCUT CONCRETE	60.00	LF	5.00	300.00
24	SAWCUT ASPHALT	95.00	LF	4.00	380.00
26	REMOVE CONCRETE CURB/GUTTER/SIDEWALK	1,710.00	SF	2.00	3,420.00
28	REMOVE ASPHALT	2,525.00	SF	1.50	3,787.50
30	SITE GRADING/EARTHWORK	1.00	LS	50,000.00	50,000.00
32	SUBGRADES FOR ASPHALT/CONCRETE	1.00	LS	15,000.00	15,000.00
35	FINISH SITE GRADING	1.00	LS	5,000.00	5,000.00
50	BOULDER WALL	40.00	LF	100.00	4,000.00
60	SEWER MANHOLE	6.00	EA	5,200.00	31,200.00
70	6" SEWER MAIN	472.00	LF	85.00	40,120.00
80	SEWER SERVICE	12.00	EA	2,300.00	27,600.00
100	CONNECT TO EXIST. WATER MAIN	2.00	EA	4,500.00	9,000.00
120	6" WATER MAIN	575.00	LF	100.00	57,500.00
130	3/4" WATER SERVICE	20.00	EA	2,400.00	48,000.00
150	STORM MANHOLE	1.00	EA	5,400.00	5,400.00
160	STORM MANHOLE W/ INLET GRATE	3.00	EA	5,400.00	16,200.00
165	STORM DRYWELL	3.00	EA	7,000.00	21,000.00
170	STORM AREA INLET	10.00	EA	1,600.00	16,000.00
180	STORM DRAINAGE PIPE 12"	106.00	LF	70.00	7,420.00
185	STORM DRAINAGE PIPE 6"	350.00	LF	45.00	15,750.00
200	ASPHALT PREP - 6" CL6	1.00	LS	35,000.00	35,000.00
210	CONC. PREP - 4" CL6	1.00	LS	3,500.00	3,500.00
230	5" ASPHALT PLACEMENT	700.00	TON	143.00	100,100.00
240	8' CONC. SIDEWALK 4"	1,279.00	SF	10.00	12,790.00
250	DRIVE RAMP 6"	817.00	SF	15.00	12,255.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
260	4' VALLEY PAN 8"	495.00	LF	65.00	32,175.00
270	DUMPSTER PAD 6"	361.00	SF	15.00	5,415.00
280	CURB AND GUTTER	407.00	LF	52.00	21,164.00
GRAND TOTAL					637,976.50

NOTES:

1. This is a unit price bid proposal unless otherwise noted or contracted. All quantities will be measured in place and paid accordingly.
2. Proposal is valid for 30 calendar days.
3. EXCLUDES: Davis/Bacon or prevailing wages, dewatering, survey, staking, engineering, geotechnical testing, material testing, permits, fees, construction water, wall penetrations, pavement markings, firelines into bldgs., rock excavation, blasting, sweeping, shoring, traffic control, subexcavation or stabilization of soft unsuitable soils, special insurance, bonding, winter conditions, snow removal, dump fees, erosion control, stormwater management, public information, import/export, potholing, topsoil placement, asbestos removal or abatement, irrigation, landscaping, bollards, insulation, vapor barrier, overtime, milling, sawcutting, patching, lightpoles, electric trenching, gas trenching, and/or anything not specifically itemized in the proposal scope of work.
4. Monthly progress billings are net 30 days and due 30 days after. If payment is received after a finance charge may be applicable of 1.5%/month (18%APR) on unpaid balances.
5. Retainage of 5% maximum on payments to be withheld unless agreed otherwise in writing.
6. Taxes are excluded unless requested otherwise.
7. Bond rate of 1.5% can be added upon request.
8. General Contracting management is excluded unless otherwise negotiated with agreeable fee.
9. All bid items in proposal shall be contracted as whole unless agreed upon otherwise. Items may not be removed seperatly.
10. Any additional work above bid quantity or not specificaly itemized in scope must be agreed upon by all parties by signed change order before work is performed.
11. Project schedule to be mutually agreed and included in contract.
12. Work shall be continuous in manner. Mobilizations and/or standby rates may occure otherwise.
13. Any work performed by JCI will be warranted for a period of one year. If any failures or unsatisfactory work is noticed, it shall be notified within 7 calendar days or deemed acceptable. Work is not warranted if other trades follow and/or cause damages to JCI work.
14. JCI is not held liable for damages to any unmarked underground utilities.

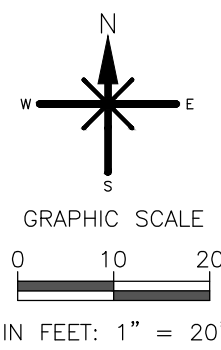
ACCEPTED:

The bid pricing, conditions, schedule, and specifications are accepted.

BUYER: _____

SIGNATURE: _____

DATE: _____



ROARING FORK ENGINEERING
592 HIGHWAY 133
CARBONDALE COLORADO, 81623
PH: (970)340-4130 F:(966)876-5873

CHECKED BY: DCS
DRAWN BY: BEW

DRAWN BY
BEW

DATE
01.07.2022

DESCRIPTION:
FINAL PLAT SUBMISSION

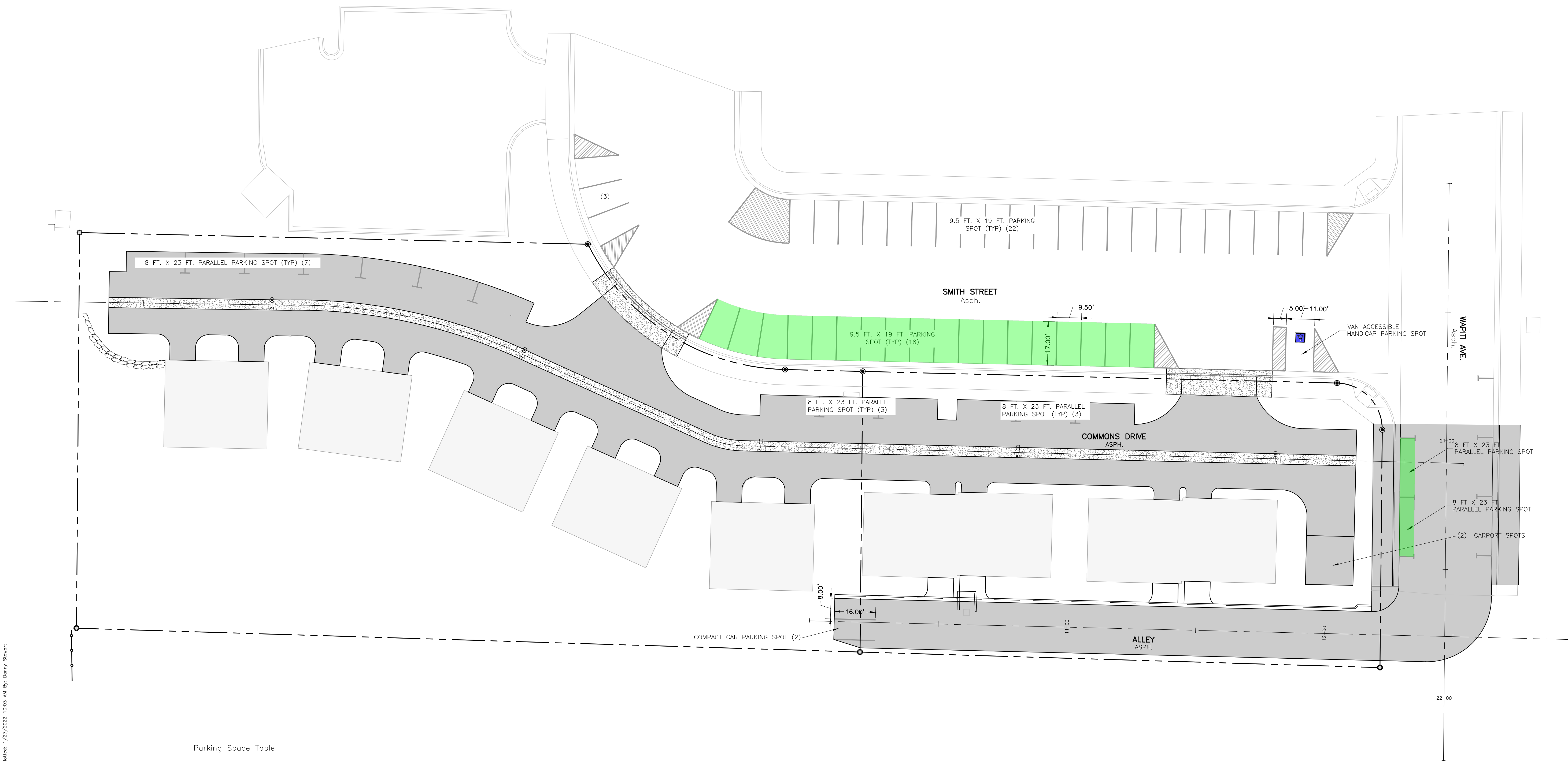
1

JOB #: 2021-28
NOT FOR
CONSTRUCTION

WAPITI COMMONS
RIFLE, COLORADO

SIGNING & STRIPING PLAN

C11
OF 12



Parking Space Table

	Existing	Proposed
N Side Smith St.	18	22
S Side Smith St.	29	22
W Side Wapiti Ave.	0	2
On Property	0	17
Total:	47	63

Hatch for Wapiti Commons
Designated Parking. 20 total.



Agenda Item #7.a.

Agenda Item Name:

Receive Public Safety Information for Rifle Apartments Project

Presenter:

Debra Funston, Chief of Police

Item Description:

Brief presentation to address questions regarding the Rifle Apartments project.

Recommended Action:

No action required.

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

On March 2, 2022, Council approved a letter to the Colorado Housing and Finance Authority in support of the project for tax credit purposes.

Background Information:

Council requested information regarding the potential impact of the Rifle Apartments project on public safety services.

Executive Summary:

Council requested information regarding the potential impact of the Rifle Apartments project on public safety services. On January 5, 2022, the Council received a presentation from the Evergreen Real Estate Group that included a rendering, floor plan drawing and a PowerPoint presentation on the development. These items are attached to this section of the agenda for your reference. On March 2, 2022, Council approved a letter to the Colorado Housing and Finance Authority in support of the project for tax credit purposes.

Notification Requirements:

None

Prepared By:

Tommy Klein, City Manager

Attachments:

1. Applicant Presentation (2)
2. Floor Plans
3. Rendering



EVERGREEN
Real Estate Group

Innovative Solutions. Improved Living.

We improve lives through creative financing and thoughtful design, to produce and preserve safe, quality homes with affordable rents.

Business Units



Property
Management



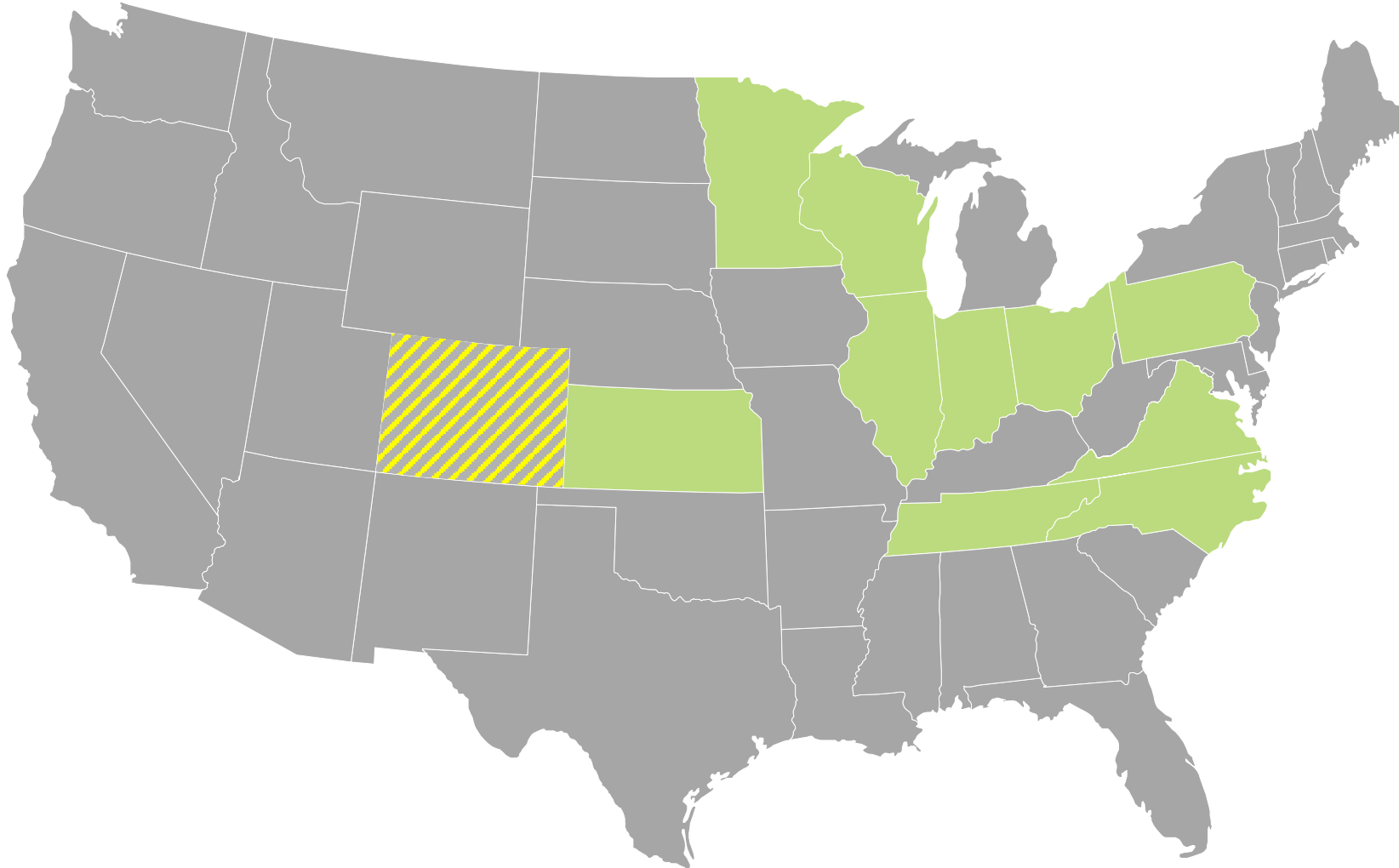
Development &
Acquisitions



Construction

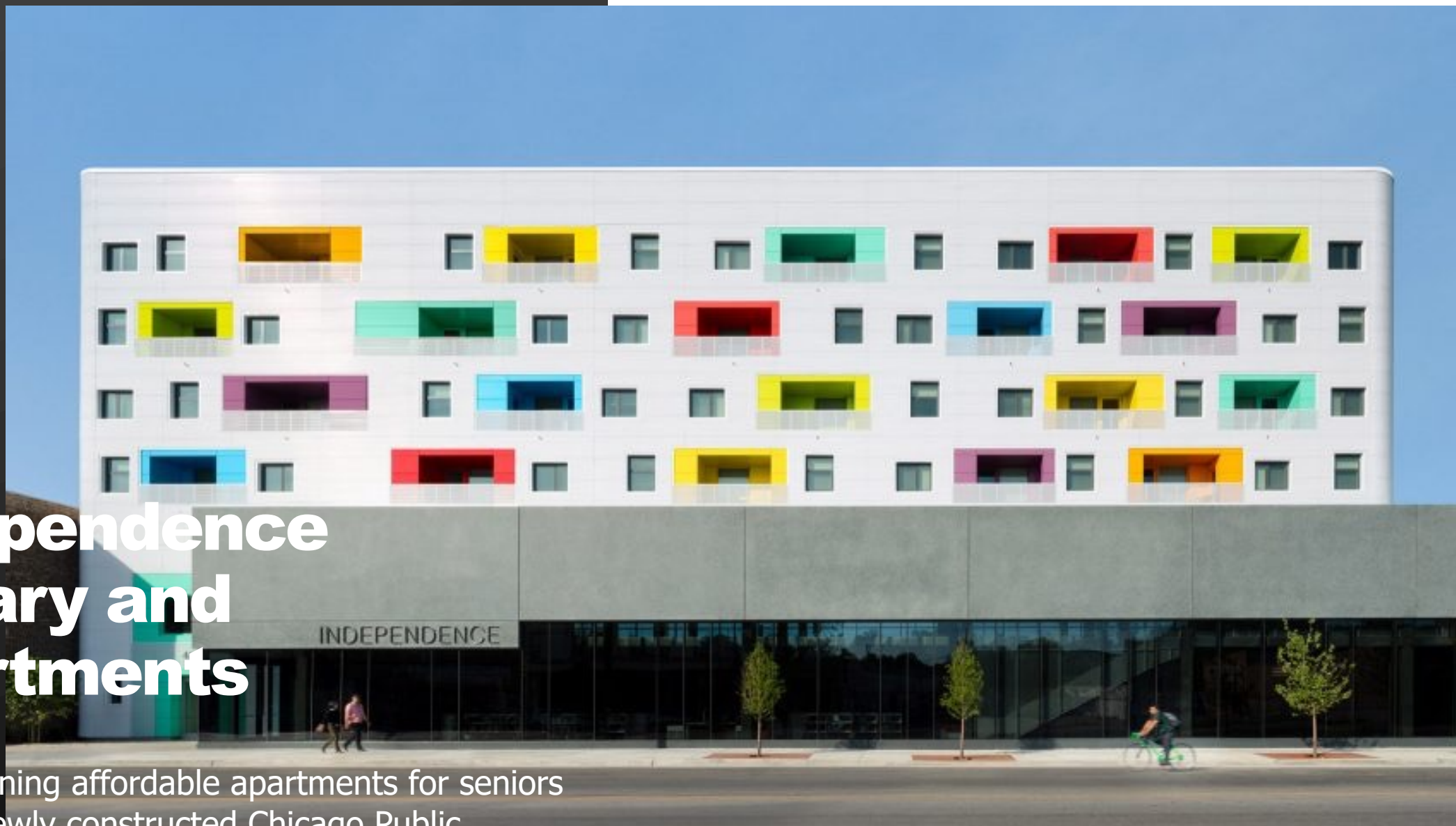
Evergreen Portfolio Footprint

We currently own and manage properties in ten states



Independence Library and Apartments

Award winning affordable apartments for seniors
above a newly constructed Chicago Public
Library.



Oso Apartments

New construction of 48 affordable apartments for families in Chicago's Albany Park neighborhood



Looking west into public plaza



Golden Gateway Apartments
Golden, Colorado



Golden Gateway Apartments

Unsuccessful CHFA application for project located
in Golden, Colorado



ej architecture, pllc.



Work in Small Communities



Bellwood, IL
(pop. 18,996)



Manitowoc, WI
(pop. 32,702)

139 Railroad Avenue, Rifle, Colorado



- Evergreen is under contract for 139 Railroad Avenue, Rifle, Colorado
- 9% Low Income Housing Tax Credit Round 1 2022
- 50 Units – 1 Bedroom (38 Units)
2 Bedroom (8 Units)
3 Bedroom (4 units)
- 1,500 +/- Square Feet of Commercial Space
- 81 Parking Spaces – 51 spaces underground and 30 spaces on surface
- As-of-Right Zoning
- Garfield County Housing Authority is in support of this project

139 Railroad Avenue, Rifle, Colorado



Zoning

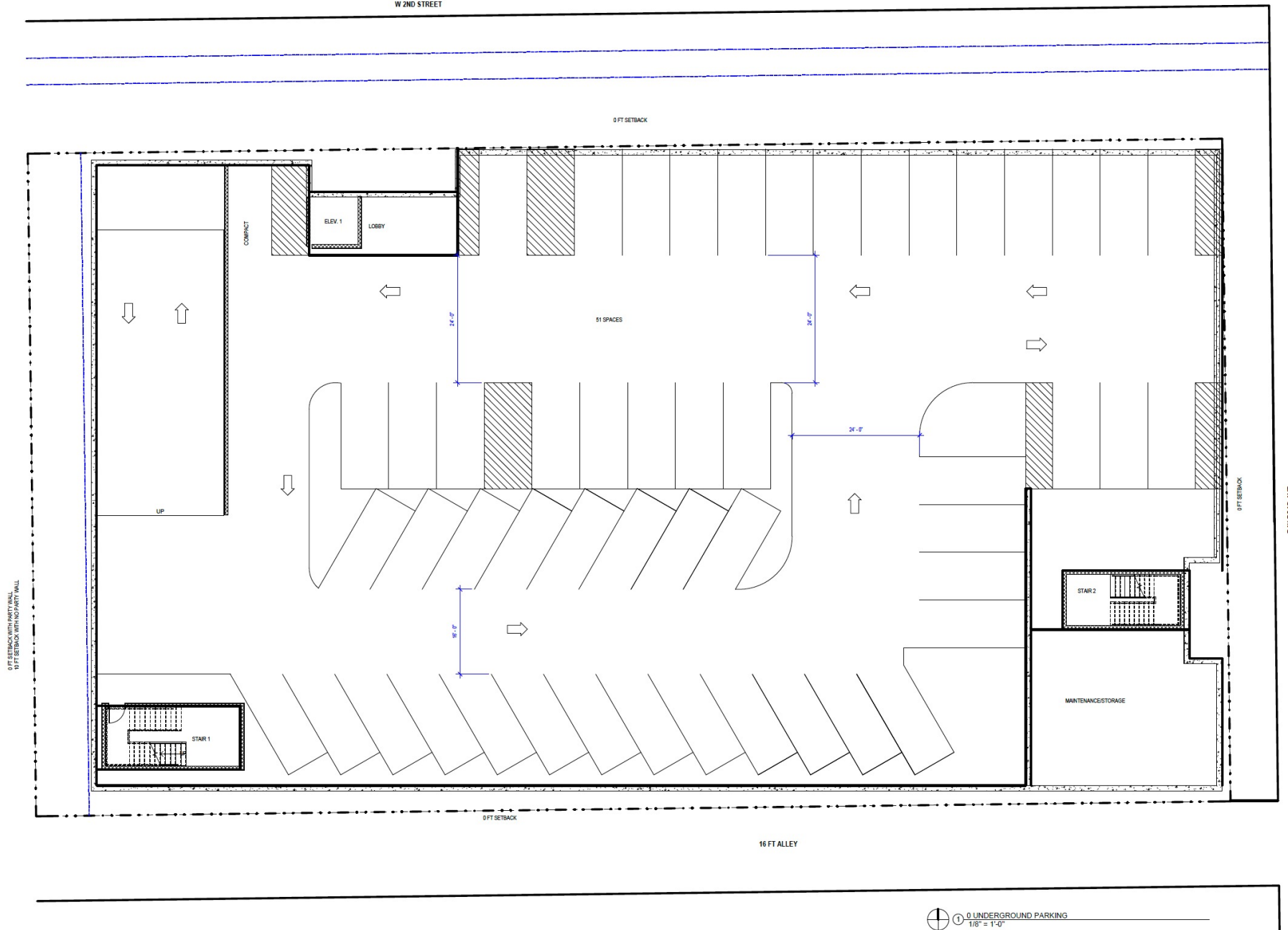
- Division 4 – Second Street Mixed Use Sub-District
- Build Scale and Intensity
 - We have followed design suggestions – zero setback, façade with recesses, transparent and accessible lower level
- Addresses a major redevelopment opportunity within Second Street sub-district that incorporates ground floor commercial use.
- Fosters a high level of activity along Second Street
- Parking – 1:1 residential with 51 spaces and contributes 30 parking spaces for public use, supporting the future growth of Second Street and the Central Business District

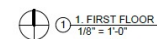
Site Design Element	Required/Preferred/Discouraged/Prohibited
(a) Site Access – Pedestrian	Required – paved walkways
(b) Site Access – Vehicular	Preferred – Access from secondary street
(c) Parking and Loading	Preferred - Underground parking, permanent surface parking (open to public)
(d) Utility and storage areas	Preferred – Behind Building; off alley, indoor containers
(e) Lighting	Preferred – Will incorporate many elements of preferred lighting design – LED, Motion security lights, storefront lights
(f) Landscaping	Preferred – Seasonal plantings (planters) palette and design consistent with streetscape plan
(g) Storm water management	Required – Runoff into alley
(h) Fences and walls	Preferred – Finished side facing out
(i) Accessory Structures	N/A - Do not anticipate this in our project
(j) Exterior Communication Devices	N/A - Do not anticipate this in our project
(k) Use and Improvement of ROW	Required - Will follow all City of Rifle guidelines



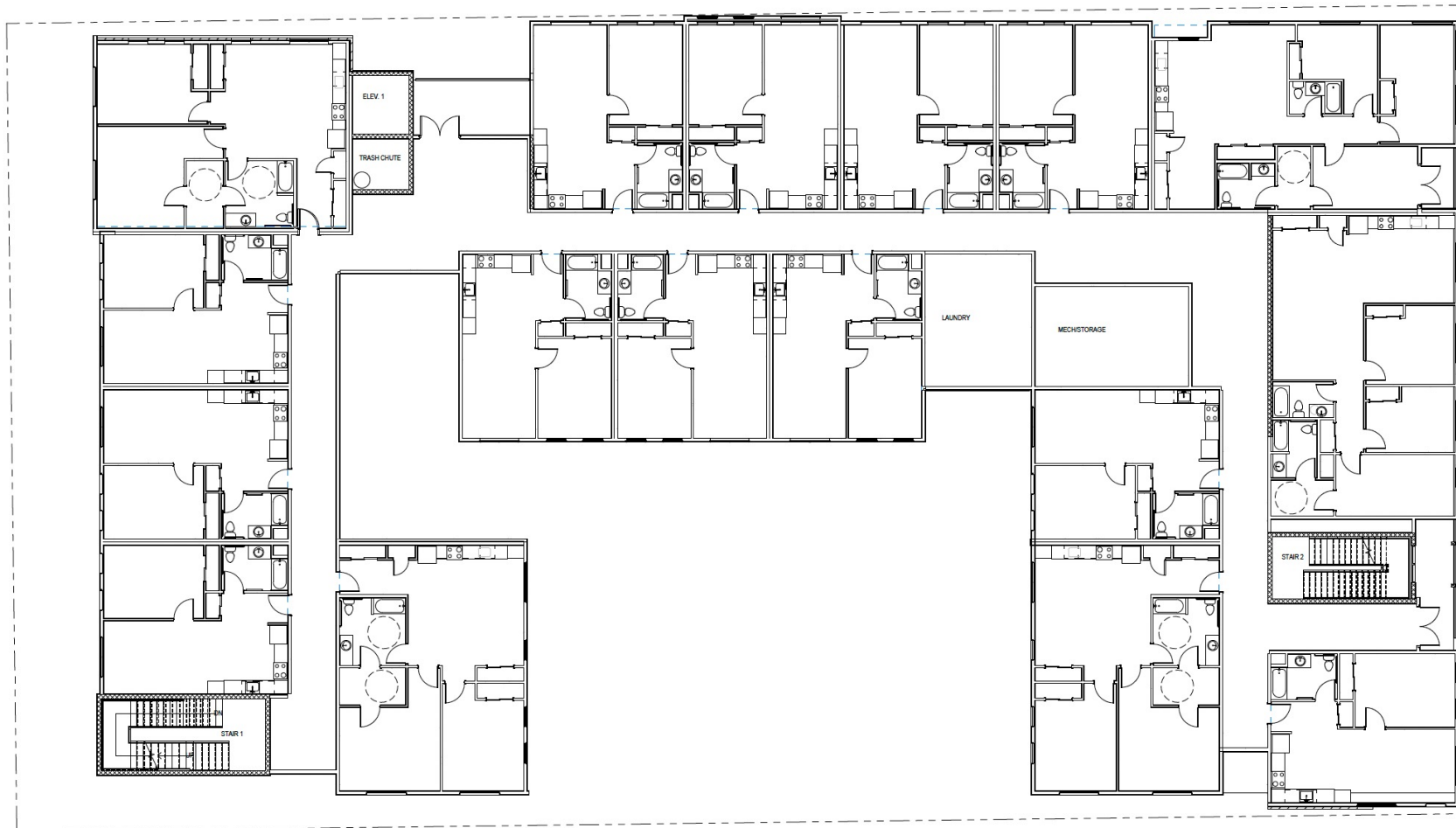
Building Design Element	Required/Preferred/Discouraged/Prohibited
(a) Architectural Style	Preferred - Single stylistic approach, regional expression through the use of local materials/building forms, Contemporary
(b) Façade and Articulation	Preferred – Buildings 4-Stories or more, differentiated bottom, middle and top
(c) Public Entries	Preferred - At grade with sidewalk, glass doors and windows, internal stairwells and fire escapes
(d) Fenestration and Transparency	Preferred – Continuous storefront windows facing streets, harmonizing rhythm of upper and lower windows
(e) Detailing, materials, and colors	Preferred – Brick, High quality architectural metal, colors consistent with architectural style, historic and earth tone colors for brick and siding
(f) Roofs/Building Tops	Preferred – Flat or gently sloped roofs, roof decks accessible to occupants
(g) Signage	TBD
(h) Sustainability	Required - Compliant with City energy code







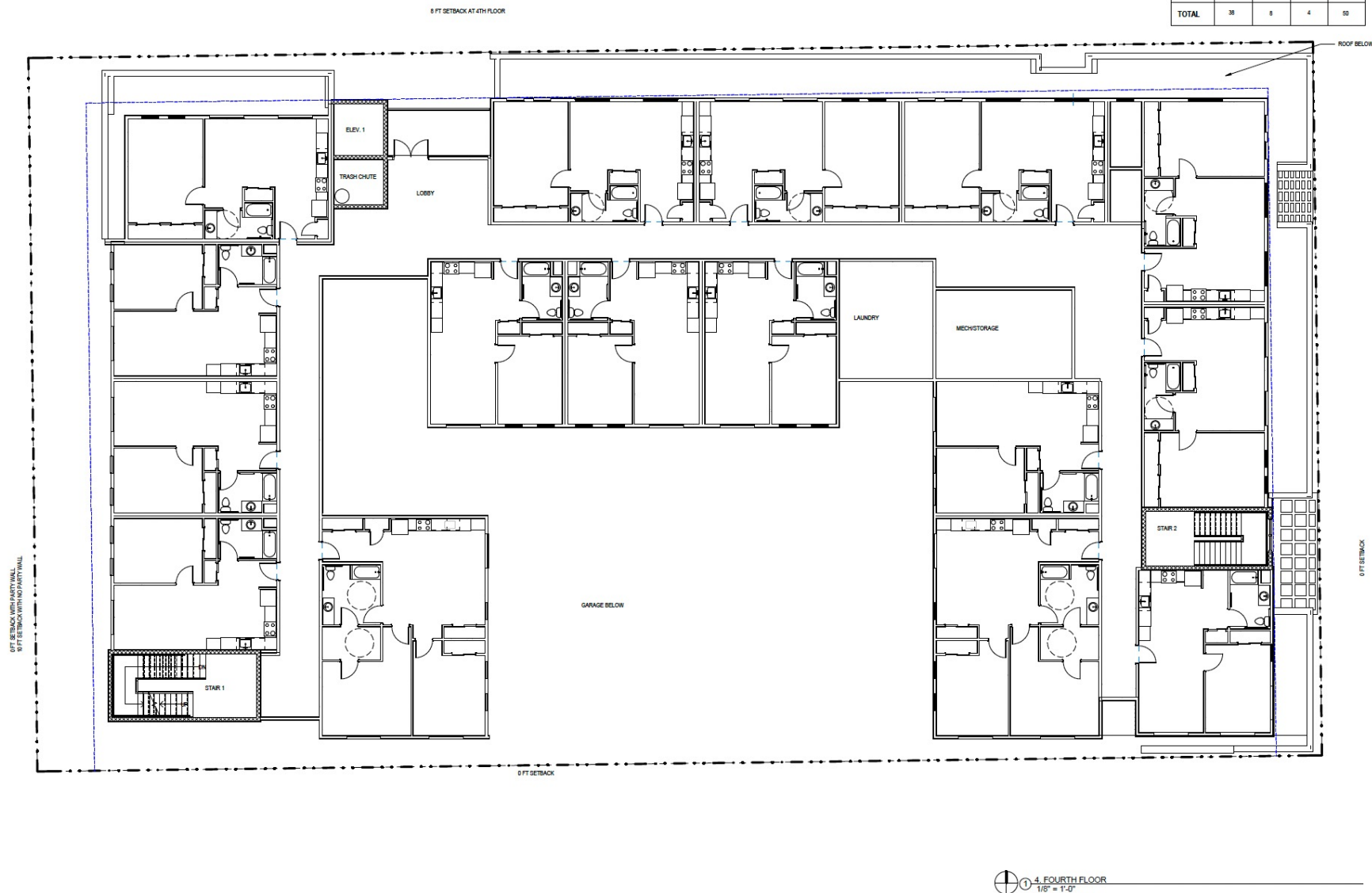
UNIT	1 BED/BATH	2 BED/BATH	3 BED/BATH	TOTAL
1ST FLOOR	0	0	0	0
2ND FLOOR	12	3	2	17
3RD FLOOR	12	3	2	17
4TH FLOOR	14	2	0	16
TOTAL	38	8	4	50



2. SECOND FLOOR
1/8" = 1'-0"



UNIT	1 BED/1BATH	2 BED/1BATH	3 BED/2BATH	TOTAL
1ST FLOOR	0	0	0	0
2ND FLOOR	12	3	2	17
3RD FLOOR	12	3	2	17
4TH FLOOR	14	2	0	16
TOTAL	38	8	4	50



139 Railroad Avenue, Rifle, Colorado



Unit Mix

	1 Bedroom	2 Bedroom	3 Bedroom
60% AMI	15 Units		
50% AMI	15 Units		
30% AMI – PBV	4 Units	4 Units	
30% AMI	2 Units		
Market Rate	2 Units	4 Units	4 Units
Total (50 Units)	38 Units	8 Units	4 Units

Rental Rates

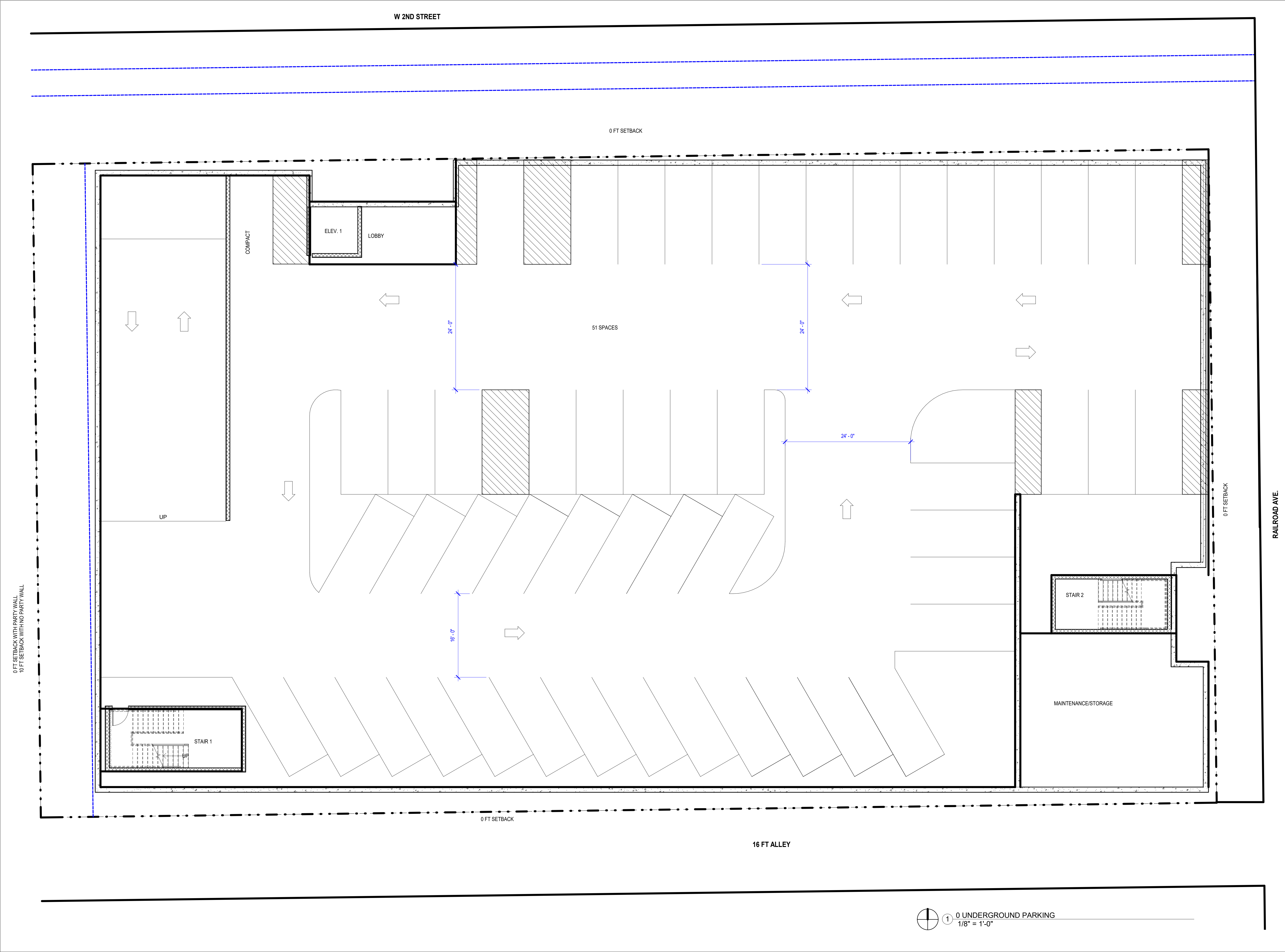
	1 Bedroom	2 Bedroom	3 Bedroom
60% AMI	\$892		
50% AMI	\$734		
30% AMI – PBV	\$1,158	\$1,457	
30% AMI	\$443		
Market Rate	\$1,400	\$1,600	\$2,100

139 Railroad Avenue, Rifle, Colorado

Sources and Uses



Summary Uses of Funds		Total	Per Unit
Acquisition	\$	987,418	\$ 19,748
Construction	\$	14,099,960	\$ 281,999
Soft Costs	\$	1,618,032	\$ 32,361
Financing Costs	\$	1,130,670	\$ 22,613
Reserves	\$	360,983	\$ 7,220
Developer Fee	\$	2,140,330	\$ 42,807
Total Uses:	\$	20,337,393	\$ 406,748
Summary Sources of Funds		Total	Per Unit
Residential First Mortgage	\$	4,530,000	\$ 90,600
CHFA Magnet Fund	\$	750,000	\$ 15,000
Local Funds/TIF	\$	600,000	\$ 12,000
Colorado HB1271 funds	\$	1,000,000	\$ 20,000
Colorado DOH Funds	\$	2,600,000	\$ 52,000
Res Deferred Developer Fee	\$	178,361	\$ 3,567
LIHTC Equity - [Source]	\$	10,678,932	\$ 213,579
GP Contribution	\$	100	\$ 2
Total Sources:	\$	20,337,393	\$ 406,748
Surplus/(Gap):	\$	(0)	\$ (0)



RAILROAD AVE.
RIFLE, COLORADO

DRW

CHK

REVISIONS

NO.	DESCRIPTION	DATE

ISSUE RECORD		
NO.	DESCRIPTION	DATE
1	CONCEPT	12/13/2021
2		
3		
4		
5		
6		

SHEET CONTENTS:
UNDERGROUND PARKING

NOT FOR CONSTRUCTION

PROJ. NUMBER: 3-21-04
DATE: OCTOBER 4, 2021
DRAWING NUMBER:

A2.1

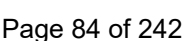


RAILROAD AVE.

RIFLE, COLORADO

NOT FOR CONSTRUCTION

A2.2



RAILROAD AVE.

RIFLE, COLORADO

DRW

CHK

REVISIONS

NO.	DESCRIPTION	DATE

ISSUE RECORD

NO.	DESCRIPTION	DATE
1	CONCEPT	12/13/2021
2		
3		
4		
5		
6		

SHEET CONTENTS:
SECOND FLOOR

NOT FOR CONSTRUCTION

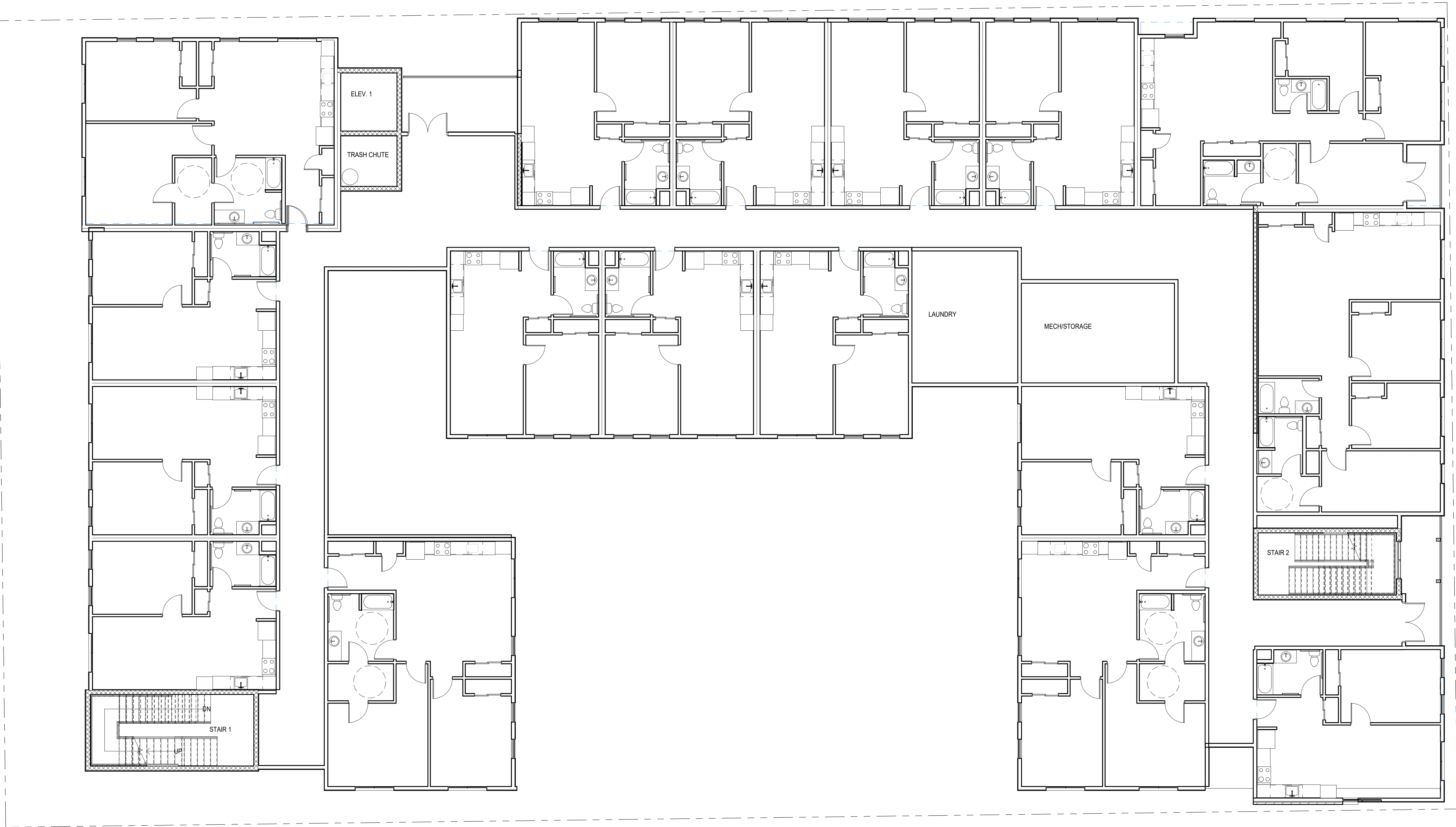
PROJ. NUMBER: 3-21-04

DATE: OCTOBER 4, 2021

DRAWING NUMBER:

A2.3

UNIT	1 BED/1BATH	2 BED/1BATH	3 BED/2BATH	TOTAL
1ST FLOOR	0	0	0	0
2ND FLOOR	12	3	2	17
3RD FLOOR	12	3	2	17
4TH FLOOR	14	2	0	16
TOTAL	38	8	4	50



2. SECOND FLOOR
1/8" = 1'-0"

UNIT	1 BED/1BATH	2 BED/1BATH	3 BED/2BATH	TOTAL
1ST FLOOR	0	0	0	0
2ND FLOOR	12	3	2	17
3RD FLOOR	12	3	2	17
4TH FLOOR	14	2	0	16
TOTAL	38	8	4	50

RAILROAD AVE.

RIFLE, COLORADO

DRW		
CHK		
REVISIONS		
NO.	DESCRIPTION	DATE

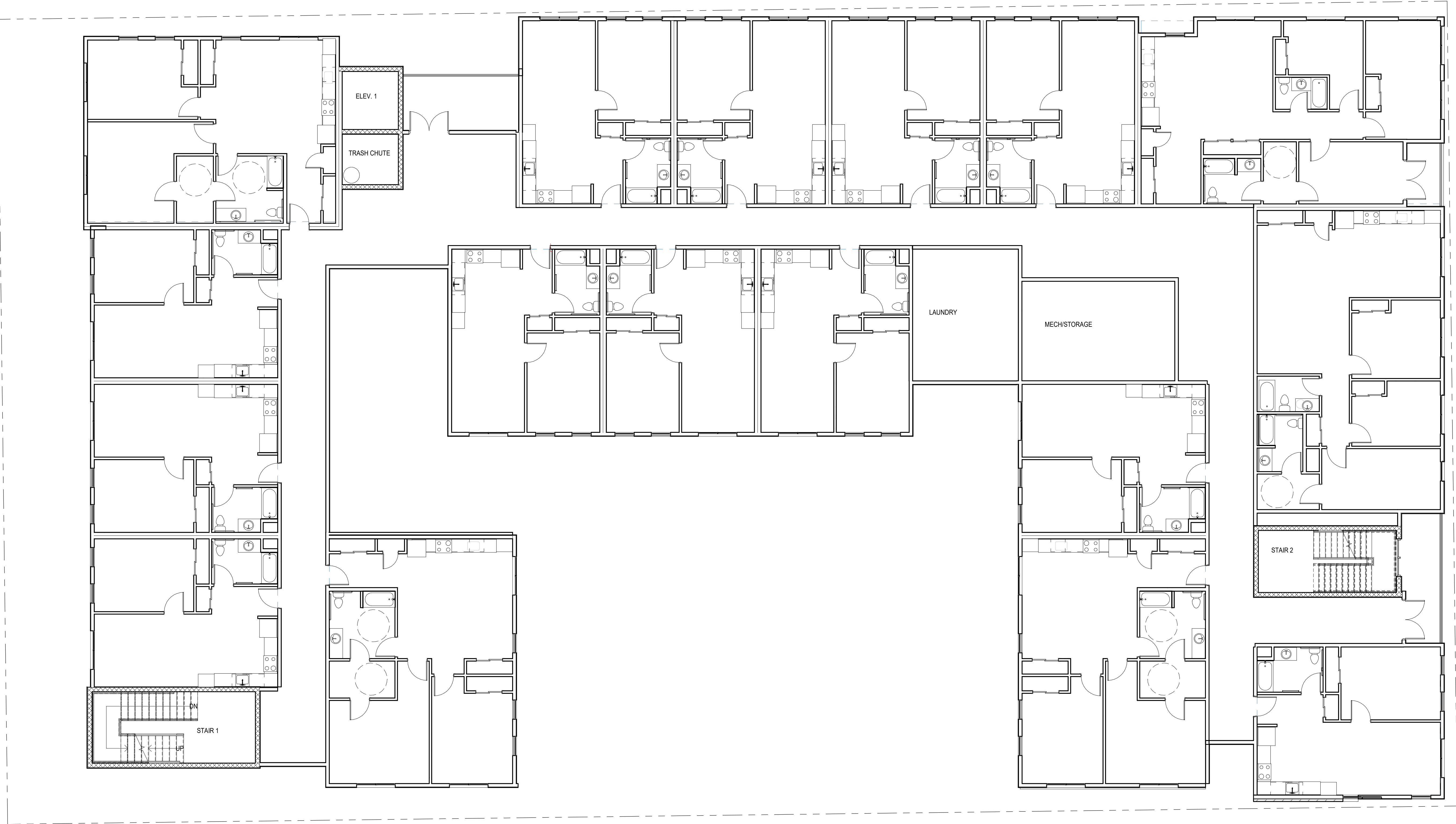
ISSUE RECORD		
NO.	DESCRIPTION	DATE
1	CONCEPT	12/13/2021
2		
3		
4		
5		
6		

SHEET CONTENTS:
THIRD FLOOR

NOT FOR CONSTRUCTION

PROJ. NUMBER:	3-21-04
DATE:	OCTOBER 4, 2021
DRAWING NUMBER:	

A2.4



3. THIRD FLOOR
1/8" = 1'-0"

UNIT	1 BED/1BATH	2 BED/1BATH	3 BED/2BATH	TOTAL
1ST FLOOR	0	0	0	0
2ND FLOOR	12	3	2	17
3RD FLOOR	12	3	2	17
4TH FLOOR	14	2	0	16
TOTAL	38	8	4	50

RAILROAD AVE.

RIFLE, COLORADO

DRW

CHK

REVISIONS

NO.	DESCRIPTION	DATE

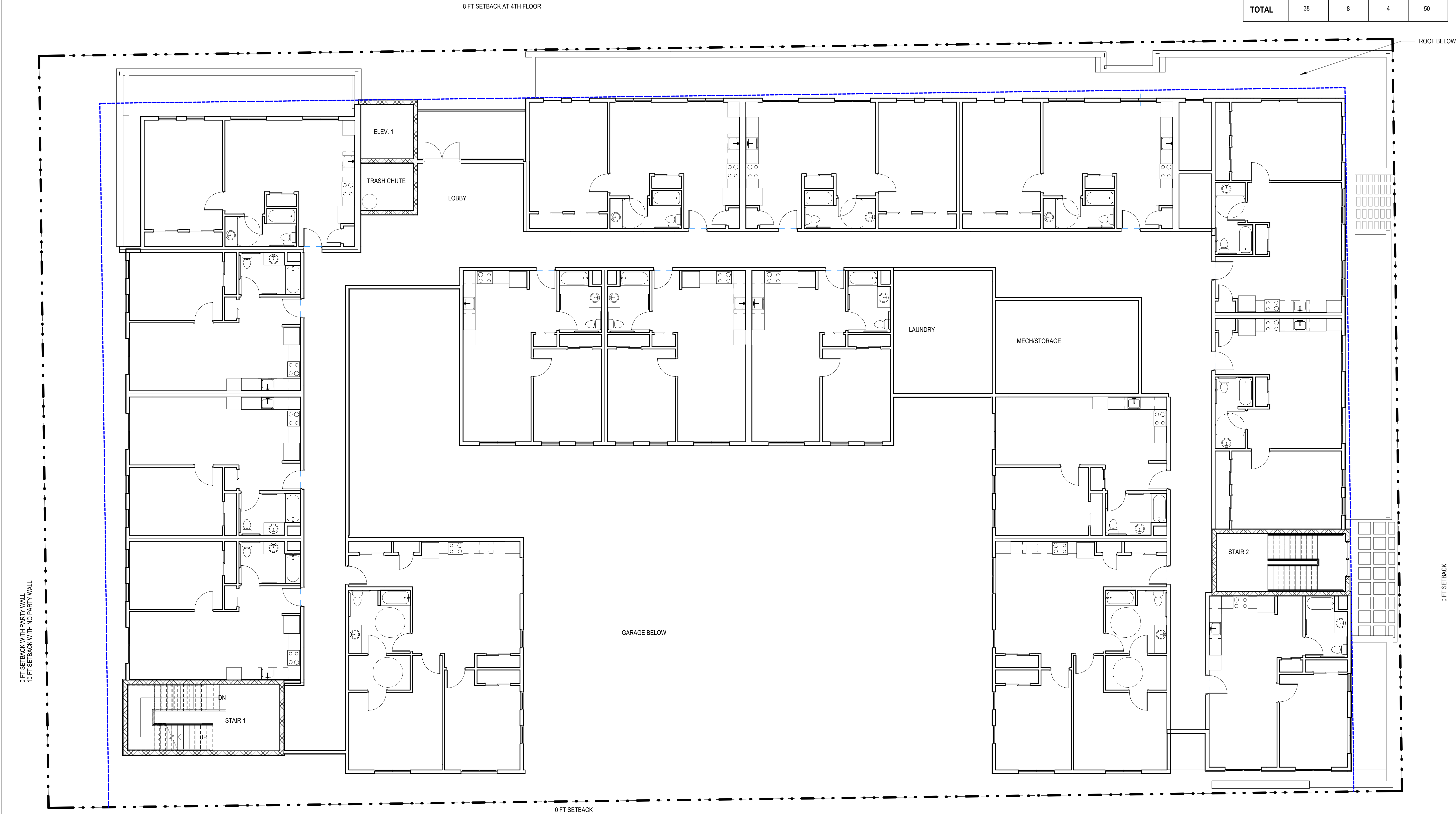
ISSUE RECORD		
NO.	DESCRIPTION	DATE
1	CONCEPT	12/13/2021
2		
3		
4		
5		
6		

SHEET CONTENTS:
FORTH FLOOR

NOT FOR CONSTRUCTION

PROJ. NUMBER: 3-21-04
DATE: OCTOBER 4, 2021
DRAWING NUMBER:

A2.5



4. FOURTH FLOOR
1/8" = 1'-0"

RAILROAD AVE.

RIFLE, COLORADO

DRW

CHK

REVISIONS		
NO.	DESCRIPTION	DATE

ISSUE RECORD		
NO.	DESCRIPTION	DATE
1	CONCEPT	12/13/2021
2		
3		
4		
5		
6		

SHEET CONTENTS:
ROOF PLAN

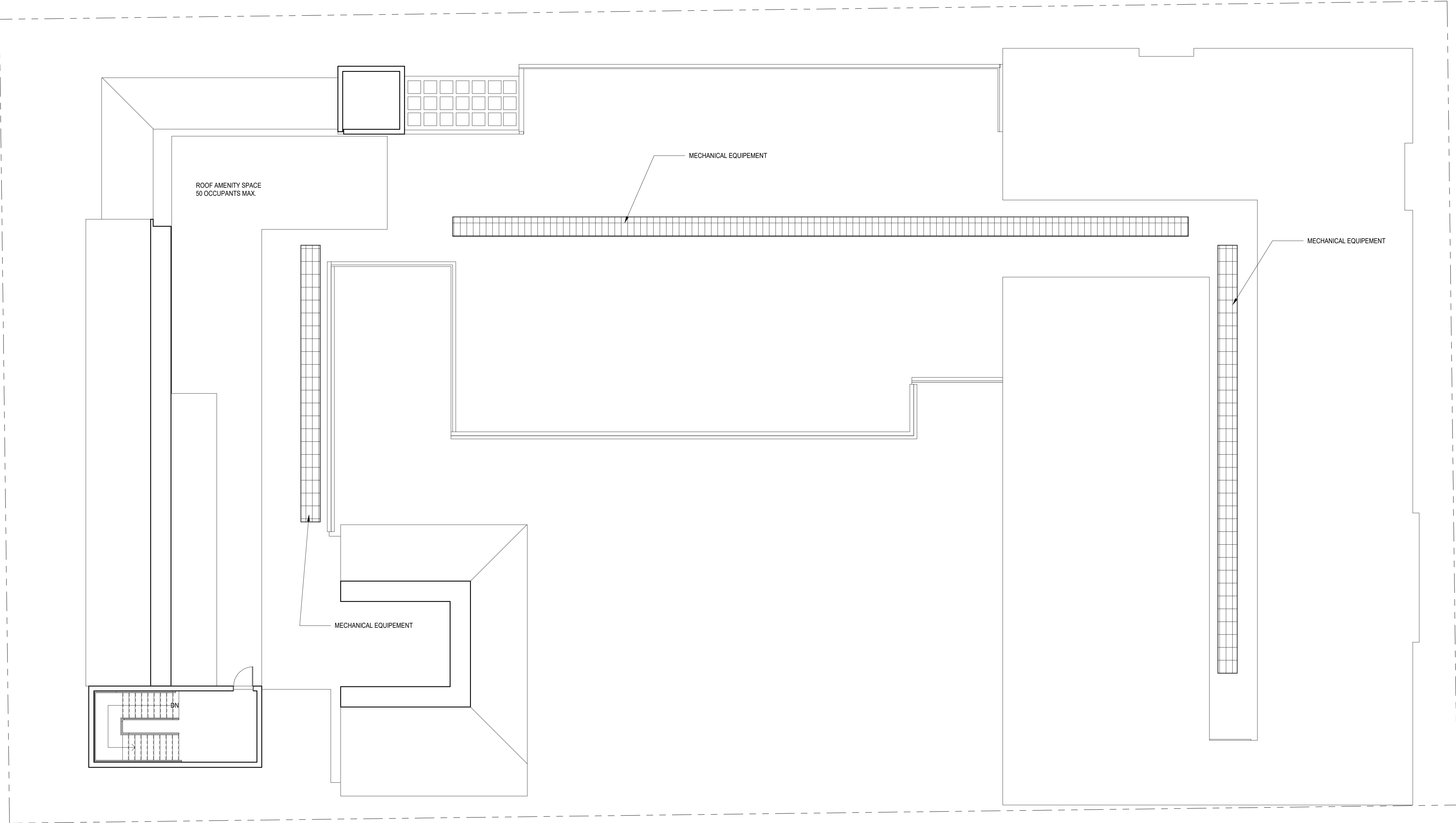
NOT FOR CONSTRUCTION

PROJ. NUMBER: 3-21-04

DATE: OCTOBER 4, 2021

DRAWING NUMBER:

A2.6







Agenda Item #8.a.

Agenda Item Name:

Pioneer Mesa Filing 2 - Rezoning and Subdivision Final Plan Request

Presenter:

Patrick Waller, Planning Director

Item Description:

Pioneer Mesa Filing 2 - Rezoning and Subdivision Final Plan Request

Recommended Action:

See Rezoning and Final Plat Agenda Items for Recommended Motions

Fiscal Impact:

N/A

Operational Impact:

Water and Sewer lines are already in place for the subdivision, but will need to be brought up to City of Rifle standards. The access road to the subdivision will be privately maintained.

Prior Board Motions:

None

Background Information:

The property known as Pioneer Mesa was annexed in 2003 and zoned Low Density Residential – Planned Unit Development (LDR-PUD). The original sketch plan approval was for a total of 112 residential lots with accompanying open space, trails, and an improved park.

Pioneer Mesa Filing 1 was recorded in 2004. It consists of 35 lots on the lower of the two benches of the subdivision. It also includes a privately maintained park space, which doubles as a drainage facility. A HOA-owned trail was built around the outside of the original subdivision but its condition has deteriorated over the years.

In 2008 the original developer, without the permission of the City or any preliminary plan approvals for Filing 2, began work on the infrastructure for Filing 2 on the upper bench of the subdivision, including roughing in the access road that climbs the hill, constructing a retaining wall, installing underground utilities (not connected to the system), and pouring curbs/sidewalks.

Executive Summary:

The applicant requests approval of a Final Plan and Rezoning to subdivide approximately 28.76 acres into 17 single-family estate lots. The Preliminary/Sketch Plan/Rezoning was approved by Planning Commission on May 25, 2021, with a Condition of Approval that the Final Plan be reviewed by Planning Commission, prior to the City Council review. Planning Commission recommended approval of the Final Plan to City Council at the January 25th meeting.

Notification Requirements:

The Rezoning request required posting the property, certified mail notice (return receipt requested) to property owners within 200', and publishing in the paper.

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. Pioneer Mesa - Staff Report & Exhibits

MEMORANDUM

TO: City of Rifle City Council
FROM: Patrick Waller, Planning Director
DATE: March 16, 2022
SUBJECT: Pioneer Mesa Filing 2 – Final Plan & Rezoning
ADDRESS: TBD – North of Pioneer Mesa Filing 1 (Pioneer Way and W. 2nd St.)
CASE #: Final Plan & Rezoning - 2021-050
APPLICANT: Pioneer Mesa Land Co LLC – John Kuersten Representative

I. REQUEST AND SUMMARY

The applicant requests approval of a Final Plan and Rezoning to subdivide approximately 28.76 acres into 17 single-family estate lots. The Preliminary/Sketch Plan/Rezoning was approved by Planning Commission on May 25, 2021, with a Condition of Approval that the Final Plan be reviewed by Planning Commission, prior to the City Council review. Planning Commission recommended approval of the Final Plan to City Council at the January 25th meeting. This Staff Report analyzes both the rezoning and the Final Plan request.

II. PROJECT MAP

The property is located on the bluff above Pioneer Mesa Subdivision (Filing 1), which is located in West Rifle, accessible from US Highway 6 via Swallow Lane, with the main entrance at the intersection of Pioneer Way and W. 2nd Street (aka County Road 264).



III. PROJECT HISTORY

The property known as Pioneer Mesa was annexed in 2003 and zoned Low Density Residential – Planned Unit Development (LDR-PUD). The original sketch plan approval was for a total of 112 residential lots with accompanying open space, trails, and an improved park.

Pioneer Mesa Filing 1 was recorded in 2004. It consists of 35 lots on the lower of the two benches of the subdivision. It also includes a privately maintained park space, which doubles as a drainage facility. A HOA-owned trail was built around the outside of the original subdivision but its condition has deteriorated over the years.

In 2008 the original developer, without the permission of the City or any preliminary plan approvals for Filing 2, began work on the infrastructure for Filing 2 on the upper bench of the subdivision, including roughing in the access road that climbs the hill, constructing a retaining wall, installing underground utilities (not connected to the system), and pouring curbs/sidewalks. Addressing the pre-existing infrastructure is a key part of the project and discussed in staff review comments.

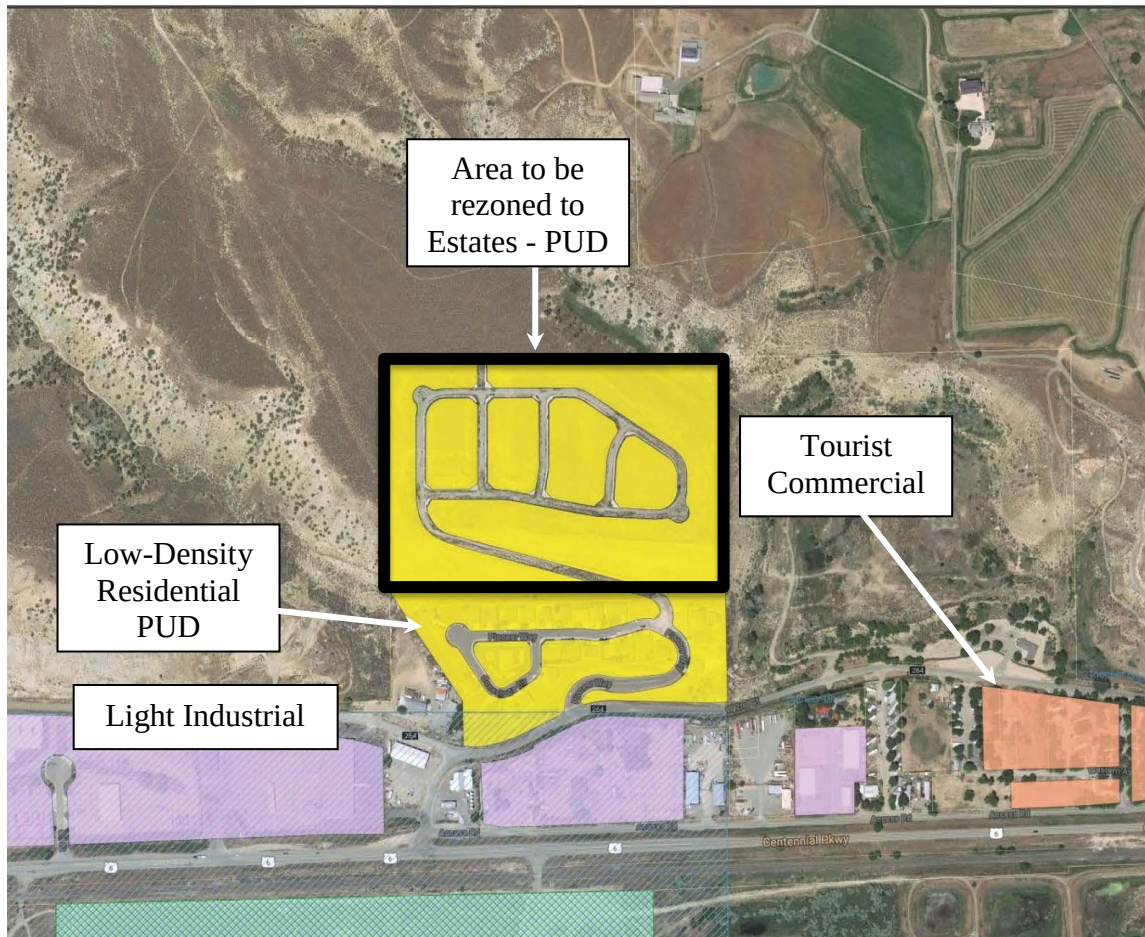
IV. ZONING, LAND USE, AND COMPREHENSIVE PLAN

The applicant acquired the property in 2017. The current proposal consists of 17 lots that are generally between 0.87 acres and 1.78 acres in size.

Because all prior land use approvals have expired, the property's PUD zoning is for a different project than what the applicant has proposed. The property is currently zoned LDR and the applicant is requesting a rezoning to Estates Zone - PUD. This request was previously recommended for approval to City Council at the May 25, 2021 Planning Commission meeting. A Planned Unit Development (PUD) offers a developer the opportunity to receive flexibility from code provisions in exchange for benefits to the City provided by the project. In order to construct the Subdivision as proposed, the applicant needs relief from the following R.M.C provisions:

- Reduce Rear Yard Setbacks to 10' from 50.
- The applicant has shown a 51' setback from the property line, for the Front Yard, however because the road is within an easement, the Front Yard Setback will essentially be 20', rather than the 50' required in the Estates Zone District.
- No internal curb and gutter or ribbon curb. Ribbon curb only on access road up the slope from the lower subdivision.

The applicant has indicated that this flexibility will allow the subdivision to develop in a low density manner. Previous attempts to develop the property with much higher densities have not gone forward based on the steepness of the access road and emergency access issues. Staff agrees that allowing some flexibility through the PUD process to allow for less dense development in this location is beneficial to the City.



Comprehensive Plan

The application is unique in that it is located in a Tier 2 area of the City of Rifle Comprehensive Plan. That means that the area was identified during the Comprehensive Plan process as having hurdles that would make development of the parcel difficult. Identified issues here are difficult access to the property, pre-existing utilities of unknown quality, soil and slope concerns, as well as lack of connections to the rest of the City.

The application addresses these items by making the access road private, and decreasing the density. The Comprehensive Plan discusses the Pioneer Mesa Phase 2 project specifically and states:

A lower impact development pattern or non-residential uses may be appropriate given these constraints, the City's concern for future maintenance responsibilities, and the isolation of the property from community services.

Based on the application submittals and conditions of approval, Staff feels that despite the area being a Tier 2 Development Area, it meets the intent of the Comprehensive Plan.

Estate Zone District

The applicant has requested a rezoning to Estate Zone PUD. The intent of the Estate Zone District is as follows:

The intent of the Estate Zone District is to provide for alternative residential uses in a high quality, low density environment. Development in the Estate Zone District would be characterized by large lots, single-family dwellings and reasonable opportunities for the residents of the City to raise horses or otherwise engage in semi-rural activities in appropriate areas around the City.

This Zone District is more in line with County style development and makes a variety of exceptions for infrastructure including that sidewalks are not required. Instead, the applicant is providing a gravel trail that will allow for pedestrian circulation throughout the development. The density requested meets the Estate Zoning average lot size requirements of 1.5 acres and no proposed lot is below the required .75 acres. Based on the previously discussed limitations on the property, this type of zoning is appropriate.

V. STAFF COMMENTS

The proposed subdivision consists of 17 Estate Zone lots. The property will be served by existing water and sewer infrastructure (upon verification that the infrastructure meets city requirements). All roads will be privately maintained by a Homeowners Association. The applicant has indicated that they will install a gravel trail from Pioneer Mesa Phase 1 that will circle the development. This will allow for pedestrian circulation within the development.

The application was reviewed by the Fire District, City of Rifle Public Works, City of Rifle Utilities, a Consulting Engineer, Colorado Department of Transportation, and Xcel Energy. The referral comments are included in the packet. The following items were identified at the Preliminary Plan stage and have been incorporated into the Final Plan construction documents.

The comments from the City of Rifle consulting engineer, CDOT, Xcel Energy, Fire District, and City of Rifle Utilities at Preliminary Plan have all been addressed.

Access

The access road to the top of the mesa has been a significant issue for past development proposals in the area. The applicant has addressed the past issues in a number of ways:

- The road will be private and maintained by an HOA formed by the developer. This does not require the City to service and maintain a steep road.
- Because of the proposal to rezone the property to Estate Zone-PUD, the slope of the road does not exceed R.M.C requirements.

Public Works Review

The application was thoroughly reviewed by City of Rifle Public Works who responded with a number of comments regarding drainage, utility connections, access, and requests for additional information.

Utilities:

Because the utilities were installed without previous approvals, the existing utility infrastructure will need to be tested and repaired where necessary to meet City requirements.

Identified Planning Commission Items and Application Updates

Planning Commission requested that the applicant submit the Final Plat application prior to City Council review. During the Preliminary Plan public hearing, Planning Commission identified the following items that needed to be further addressed.

Access Road Construction

The applicant has clarified that the access road to the Subdivision will be constructed with 3" of asphalt over 12" of road base. This has been reviewed and accepted by the City of Rifle Public Works, Colorado River Fire Rescue, and the City of Rifle's Consulting Engineer.

Filing 1 Drainage Basin and Park

The applicant is under discussions with the Phase 1 HOA to finalize an agreement to share maintenance responsibility of the drainage basin and park located in Phase 1. The applicant has provided the agreement and Staff has included a suggested Condition of Approval that this be executed prior to the recording of the Final Plat.

Building Envelope Setbacks

The applicant has updated the Final Plat submittal to include Building Envelopes on the subject lots. Staff is supportive of this amendment because it provides certainty for future lot owners regarding the location of structures.

Fees & Subdivision Improvements Agreement

Staff has reviewed past approvals for the property, including the SIA for Filing 1 and the Annexation agreement for both Filings. Based on this review, Staff has included requirements in the SIA that the HOA for Filing 2 is responsible for their portion of maintenance of the existing public park that was built in Filing 1. The park was always meant to be built, maintained, (and used as a detention pond) for both the lower bench and upper bench portion of the development.

Otherwise, the development will be subject to standard City of Rifle fees, including Parkland Dedication, Water System Improvement, Sewer System Improvement, Water Rights Dedication, and Offsite Street Impact Fees.

Other Staff Review Items

These items were addressed in the application and referral comments that were reviewed by Planning Commission. Staff is suggesting adding conditions to the Final Plan approval in order to make the expectations regarding these items clear.

Retaining Wall

The roughed-in access road includes a downhill retaining wall that was installed as part of the unpermitted work completed in 2008. The applicant supplied an engineering report from 2008 that analyzed the retaining wall, however it does not appear that the wall was complete at that time and the report did not sign-off on the wall. This report was reviewed by the City of Rifle referral engineer, who recommended that a Structural Engineer review the wall.

The applicant has supplied an updated letter from their engineer that analyzes previous reports and gives recommendations for how the applicant can provide verification that adequate construction was completed. This letter has been reviewed by the City of Rifle Public Works Department and the City consulting engineer. Additional information will be needed once the applicant inspects and reviews the retaining wall.

Because the City did not inspect the wall and does not have a permit, the applicant needs to provide documentation acceptable to the City of Rifle Public Works Department that shows the retaining has been properly repaired and completed. While this condition has been included in previous Public Works comments for the Preliminary Plan, Staff has included a suggested Condition of Approval that makes this requirement explicit.



Revegetation

The applicant has indicated that they will work to revegetate the steep slopes directly above Pioneer Mesa Filing 1. This has been included as a suggested condition of approval.

VI. PLANNING COMMISSION RECOMMENDATION

Planning Commission recommended approval of the Pioneer Mesa Phase 2 Final Plan and a rezone to Estates Zoning PUD to City Council subject to the following conditions of approval (note there have been minor changes to the Conditions based on the timing of Final Plat recording):

1. All representations made by the Developer in the application and during the public hearings/meetings before the Planning Commission and City Council shall be considered conditions of approval unless specifically altered by the Planning Commission or City Council.
2. The applicant shall address any remaining referral agency comments and incorporate them into the final construction plans.
3. The applicant shall update the Final Plat to address any City of Rifle review items, prior to the recording of the Final Plat.
4. The applicant shall test and confirm that installed utilities meet City of Rifle requirements as part of the City's acceptance of public improvements.
5. Prior to the recording of the Final Plat, the applicant shall provide an executed copy of the agreement between the Filing 1 HOA and the Filing 2 HOA for 50% of the costs of operation, maintenance, repair, and replacement of the detention pond constructed by the Filing 1 development. This agreement shall be reviewed and accepted by City Staff.
6. Prior to the recording of the Final Plat, the applicant shall provide an executed copy of the agreement between the Filing 1 and Filing 2 HOA's for 17/52's of the costs to operate, maintain, repair, and replace the public park constructed as part of Filing 1. This agreement shall be reviewed and accepted by City Staff.
7. The applicant shall be responsible for the completion of all required improvements to CDOT accesses as part of the City's acceptance of public improvements.
8. The applicant shall provide required GIS information before the final plat is recorded.

Additional Conditions Recommended by Staff

9. The applicant shall be responsible for revegetation of the steep slope immediately above Pioneer Mesa Filing 1, pursuant to City of Rifle Public Works requirements and the submitted plans. The revegetation shall be considered a public improvement.
10. The applicant shall provide documentation acceptable to the City of Rifle Public Works department, that demonstrates the retaining wall, incorporated into the main access road, has been repaired and properly completed, as part of the City's acceptance of public improvements.

VII. FINDINGS

Pursuant to Section 16-5-280, Planning Commission 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 proposal is compatible with the character of the surrounding area. Because of its location on the top of the mesa the development should not impact surrounding property owners. The lower density of the proposal is appropriate in this area.

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

The development of this subdivision with 17 new single family lots is desirable in this area of the City. The lower density and privately maintained roads will have a lessened impact on City services and adjoining residential areas.

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

Adverse effects will be mitigated, consistent with staff review comments. It is especially important that the applicant comply with conditions that will mitigate slope and soils issues.

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

The application is unique in that it is located in a Tier 2 area of the City of Rifle Comprehensive Plan. That means that the area was identified during the Comprehensive Plan process as having hurdles that would make it difficult for development of the parcel. Identified issues here are difficult access to the property, pre-existing utilities of unknown quality, soil and slope concerns, as well as a lack of connection to the rest of the City.

The application addresses most of these items by making the access road private, and decreasing the density. The Comprehensive Plan discusses the Pioneer Mesa Phase 2 project specifically and states:

A lower impact development pattern or non-residential uses may be appropriate given these constraints, the City's concern for future maintenance responsibilities, and the isolation of the property from community services.

Based on the application submittals and conditions of approval, Staff feels that despite the area being a Tier 2 Development Area, it meets the intent of the Comprehensive Plan.

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

The development of the vacant parcel with pre-existing infrastructure will increase the value of property and buildings within the surrounding area.

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.



**MOUNTAIN CROSS
ENGINEERING, INC.**

Civil and Environmental Consulting and Design

November 15, 2021

Mr. Patrick Waller
Garfield County Planning
108 8th Street, Suite 401
Glenwood Springs, CO 81601

RE: Final Subdivision Plan Review for Pioneer Mesa Subdivision Phase Two: 2021-007

Dear Patrick:

This office has performed a review of the documents provided for the Final Plat Subdivision Plan Review for Pioneer Mesa Subdivision, Phase 2. The Sketch & Preliminary Plan review generated comments addressed in a letter dated March 29, 2021. The previous comments have been addressed unless included below:

1. Due to the steepness of the road, it is suspected that the asphalt might “wash-board” and rut on a south facing steep slope. Concrete would be a better surface option.
2. The Applicant should provide an analysis to verify that water pressure for the proposed subdivision will be sufficient.
3. The site soils have stability concerns when wet. The Applicant should provide a detail for lining the detention ponds to minimize infiltration or an explanation of why not necessary.
4. Only the plan sheets were provided to this office. The Applicant should provide HOA documents and CC&Rs for review and to verify that common elements, especially the roads, are maintained and repaired by the HOA.
5. A plat was not included to verify if Lot 12 will maintain an access easement for the possibility of a future road connection to the north. The Applicant should address.
6. A plat was not included to verify if access, utilities, and drainage easements are provided.
7. Building envelopes should be considered on Lots 15, 16, & 17 for setbacks from steep slopes.

The review generated the following additional comment:

8. The swale detail includes a note for the topsoil thickness by others. This should be revised.

The Applicant should bear in mind that existing water lines, including services, will need to pass a pressure/leak test and bacteriological test prior to issuance of any building permit. Similarly, the integrity of sewer mains and services will also need to be verified prior to building permits.

Feel free to call if you have any questions or comments.

Sincerely,
Mountain Cross Engineering, Inc.

Chris Hale, PE

January 3, 2022

Mr. Patrick Waller, Planning Director
City of Rifle
202 Railroad Avenue
Rifle, Colorado 81650

**RE: Final Subdivision Plan Review
Pioneer Mesa Subdivision, Phase 2
Response Comments to Mountain Cross Engineering Report of 11/15/21**

Dear Patrick,

The purpose of this letter is to provide written response to the comments and concerns raised by Chris Hale of Mountain Cross Engineering following his review of the Final Plan Review of November 15, 2021. Please note the following (Chris' notes are "italicized"):

1. *Due to the steepness of the road, it is suspected that the asphalt might "wash-board" and rut on a south facing steep slope. Concrete would be a better surface option.*

We don't dispute that concrete would be a better option for the steeper portion of the roadway. However, like other "City" owned streets, the road section chosen has functioned very well even as they are "steeper" than that proposed for Pioneer Trail which will be no steeper than 9.5%. As an example, 3rd Street and 5th Street both approach 25% grades while 7th Street and 16th Street approach 12 to 14%. This will be a privately owned and maintained street (H.O.A.) with the chosen asphalt binder to compliment the City of Rifle climate.

2. *The Applicant should provide an analysis to verify that water pressure for the proposed subdivision will be sufficient.*

As was evaluated when the original submission of the subdivision was proposed, the highest point in the subdivision is at Junction 131 of the attached report to the City that was performed in 2008. At this location, the static pressure in the system was expected to be 57.29 psi under peak demand flows while the fire flow was expected to be 1,219 gpm against a 20 psi residual. Although the static pressure is reasonable (ie., above 50 psi minimum) at the highest point in the system and the City has developed operational redundancy in its water distribution system since completion of the 2008 water model update, we have provided a plat note on the final plat that effectively identifies that the purchasers of these lots should anticipate the need to install booster pumps in their homes to develop pressures beyond the minimum requirements of the I.R.C. and plumbing code.

3. *The site soils have stability concerns when wet. The Applicant should provide a detail for lining the detention ponds to minimize infiltration or an explanation of why not necessary.*

The detention ponds are designed to drain completely and are not going to "retain" drainage waters. Likewise, the final 4" to 6" of soil in the bottom and sides of the ponds are to be constructed of the on-site silty clayey

overburden soils. These soils, when compacted will limit the infiltration of any drainage waters into the underlying sandy/gravelly soils.

At its inception, the original drainage plan for the Pioneer Mesa Estates Subdivision, Phase 2, was to not limit the rates of flow from the Phase 2 lots but rather design the park and open space in Phase 1 to provide the necessary detention from the Pioneer Subdivision as a whole (ie., Phases 1 and 2 combined). Given the concerns elicited from the existing owners of the Phase 1 lots and the HOA of Phase 1, the proposal for the Phase 2 lots is to provide detention and water quality treatment (ie., sediment deposition) prior to deposition into the previously installed Phase 1 and 2 storm drainage infrastructure. The detention ponds proposed are not “retention” ponds and are to drain completely from the site through this previously installed infrastructure. We do not anticipate any significant “wetting” of the subsoils as the detention ponds will drain within minutes of a runoff producing rainfall event. Regardless, we have also provided plat notes supported by the City’s own foundation design requirements that require a site specific soils evaluation to establish a setback from the eastern and southern slopes that are based upon a site specific distance established by the laboratory analysis of shear strength and stability of specific locations along the bank. This soils evaluation will also (per City requirements) identify the design parameters for foundation design.

4. *Only the plan sheets were provided to this office. The Applicant should provide HOA documents and CC&Rs for review and to verify that common elements, especially the roads, are maintained and repaired by the HOA.*

This information is provided under separate cover.

5. *A plat was not included to verify if Lot 12 will maintain an access easement for the possibility of a future road connection to the north. The Applicant should address.*

There is no access easement proposed for the possibility of a future road connection to the north.

6. *A plat was not included to verify if access, utilities, and drainage easements are provided.*

A plat has been provided that addresses access, utilities and drainage easements.

7. *Building envelopes should be considered on Lots 15, 16, & 17 for to setbacks from steep slopes.*

The exact language from the geotechnical report has been included as a plat note for the steep slopes. This note requires a site specific soils evaluation to establish a setback from the eastern and southern slopes that are based upon a site specific distance established by the laboratory analysis of shear strength and stability of specific locations along the bank.

The review generated the following additional comment:

8. *The swale detail includes a note for the topsoil thickness by other’s. This should be revised.*

This has been revised to reflect 4” to 6” of the on-site silty clayey topsoil to be used.

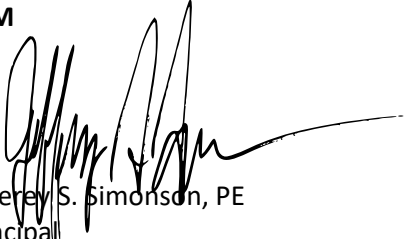
The Applicant should bear in mind that existing water lines, including services, will need to pass a pressure/leak test and bacteriological test prior to issuance of any building permit. Similarly, the integrity of sewer mains and services will also need to be verified prior to building permits.

The work is all proposed to be performed in accordance with the City's Public Works Manual. All water lines will be subjected to pressure and leak testing as well as bacteriological testing. Sewer testing, including lamping and low air pressure leak testing is proposed as well. This holds true for both the mains and services that are to remain. Manholes are to be vacuum tested for leak testing. Testing on the water and sewer lines will be performed after disconnection of those services to be removed is performed.

I hope this letter with the responses adequately address Chris' concerns and clarifications. Upon your receipt and review, if you have questions, please don't hesitate to call.

Respectfully,

SGM



Jefferey S. Simonson, PE
Principal

Patrick Waller

From: Chris@mountaincross-eng.com
Sent: Thursday, January 06, 2022 11:57 AM
To: Patrick Waller
Cc: Brian Prunty; Craig Spaulding
Subject: RE: 010322 Response to MSE Letter.pdf

Patrick:

I reviewed the Plat and the Response letter from SGM. I have no additional questions or comments. Happy new Year!

Sincerely,
Mountain Cross
Engineering, Inc.
Chris Hale, P.E.
826 1/2 Grand Avenue
Glenwood Springs, CO 81601
Ph: 970.945.5544
Fx: 970.945.5558

From: Patrick Waller <pwaller@rifleco.org>
Sent: Wednesday, January 5, 2022 2:57 PM
To: 'Chris@mountaincross-eng.com' <Chris@mountaincross-eng.com>
Cc: Brian Prunty <bprunty@rifleco.org>; Craig Spaulding <cspaulding@rifleco.org>
Subject: FW: 010322 Response to MSE Letter.pdf

Hi Chris,

Attached is a response I received from SGM regarding the Pioneer Mesa application. Will you take a look and let me know if you have any issues?

Thanks,

Patrick Waller
City of Rifle Planning Director
970-665-6499
pwaller@rifleco.org

From: John Kuersten [<mailto:john@kuerstenconstruction.com>]
Sent: Wednesday, January 05, 2022 1:48 PM
To: Patrick Waller
Subject: 010322 Response to MSE Letter.pdf

Pat,

See attached from SGM.

Thank you.

Patrick Waller

From: Orrin Moon <Orrin.Moon@Crfr.us>
Sent: Monday, November 15, 2021 2:36 PM
To: Patrick Waller
Subject: RE: Pioneer Mesa Phase 2 - Final Plat

Patrick,

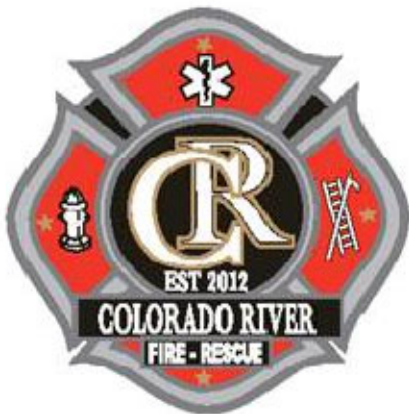
I have reviewed the proposed phase two and I have the following comments:

1. All new road names shall be reviewed and confirmed that no new road name conflicts with other county road names. I have started that process when reviewing the plans and have concerns with a couple of the road names shown on the plans. Developers may need to change some road names once I hear back from our 911 system.
2. The narrow proposed access roads shall have no parking signs installed so the road can be open for emergency access.
3. Parking on Navajo Circle and Sante FE Trail is shown to be 20 feet wide. No parking will be allowed on the roadways and signage shall be installed.

I have no other concerns with proposed Pioneer Mesa 2.

THANK YOU,

ORRIN D. MOON
PREVENTION DIVISION CHIEF/FIRE MARSHAL
COLORADO RIVER FIRE RESCUE
970-625-1243
orrin.moon@crfr.us





Pioneer Mesa Filing 2 Final Plat Comments

1. General Road Notes:
 - a. Discuss Construction Signage in PMI
 - b. Discussion on Striping
2. Shallow Utilities
 - a. Backfill Compaction of All Shallow Utilities must conform to the overall site compaction requirements e.g. if the roadway is to be 95% backfill in the road for shallow utilities should be 95%
3. Utilities
 - a. Any new underground utilities, to include culverts shall be installed with tracer wire and locator boxes as appropriate. To be determined ahead of utility work.
4. Revegetation Discussion
 - a. Mulch
 - b. Fertilizer
 - c. Remove Weeds
 - d. Seasonal Considerations
5. MSU Retaining Wall to be repaired as necessary and properly completed, per original design or needs approval from a Professional Engineer.

Patrick Waller

From: Wakefield, Samantha L <Samantha.l.wakefield@xcelenergy.com>
Sent: Wednesday, November 10, 2021 6:58 AM
To: Patrick Waller
Subject: RE: Pioneer Mesa Phase 2 - Final Plat

Patrick,

Our standard verbiage for new developments, thank you for the updated plans. Look forward to providing power to these new lots.

Xcel has no objections, however the Developer needs to be aware that at the time of submitting an application with Xcel the following will be required and could happen:

1. Accurate BTU loads for the new homes 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.
4. Tariff changes have taken effect as of 10/1/2019 affecting the cost of subdivision lots averaging less than 60'. They will have a standard cost per lot.

Completion of this City/County review approval process does not constitute an application with Xcel Energy for utility installation. Applicant will need to contact Xcel Energy's Builder's Call Line/Engineering Department to request a formal design for the project. **A full set of plans, contractor, and legal owner information is required prior to starting any part of the construction.** Failure to provide required information prior to construction start will result in delays providing utility services to your project. Acceptable meter and/or equipment locations will be determined by Xcel Energy as a part of the design process. Additional easements may be required depending on final utility design and layout. Engineering and Construction lead times will vary depending on workloads and material availability. Relocation and/or removal of existing facilities will be made at the applicant's expense and are also subject to lead times referred to above. All Current and future Xcel Energy facilities' must be granted easement.

Samantha Wakefield

Xcel Energy

Planner

1995 Howard Ave, Rifle CO 81650

P: 970-625-6028 F: 970-625-6030

E: Samantha.l.Wakefield@xcelenergy.com

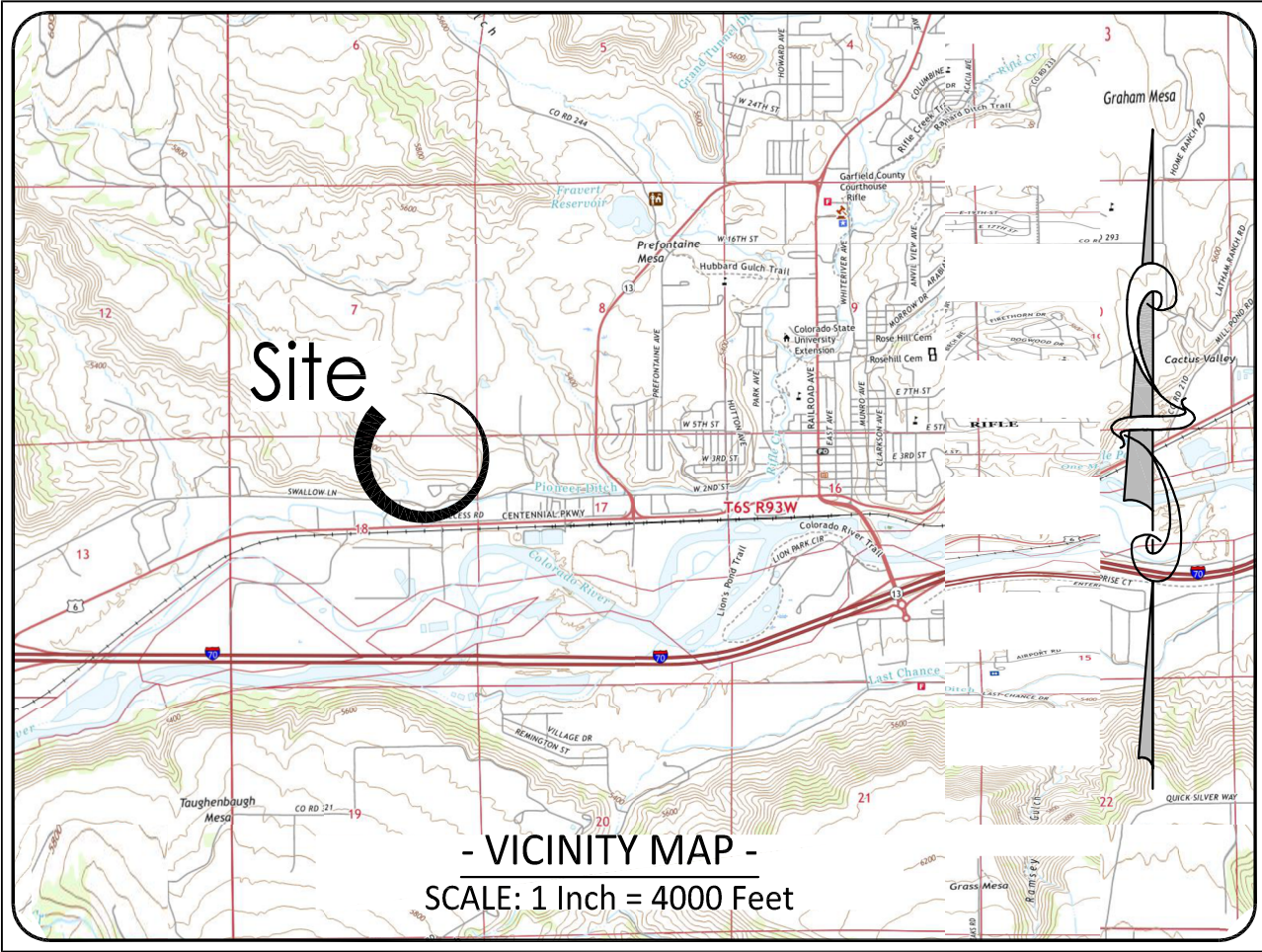
Installation Standards Link (Blue Book)

<https://www.xcelenergy.com/staticfiles/xcel-responsive/Admin/Managed%20Documents%20&%20PDFs/Xcel-Energy-Standard-For-Electric-Installation-and-Use.pdf>

Link to service application: https://www.xcelenergy.com/working_with_us/builders

My normal work hours are 6:30am-4:30pm Mon-Thurs

A:\2020\2020-384-PioneerMesaPlat\01-ChiefEng\W-Draft\MapSheet\PioneerMesaEstatesSubPlatRevised.dwg Plotter: 1/20/2022 8:42 AM Dr. Jeff Simonson



Final Plat Pioneer Mesa Estates Subdivision

Situated in a Portion of Section 18,
Township 6 South, Range 93 West of the 6th Principal Meridian
City of Rifle, County of Garfield, State of Colorado

PLAT NOTES:

- Minimum Front Yard Setback = 51' (See sheet 2 for defined front yard)
- Minimum Side Yard Setback = 30' (See sheet 2 for defined side yard)
- Minimum Back Yard Setback = 10'
- Lots along the eastern and southern side of the site to have a modified setback due to steep slope based upon a site specific distance established by the laboratory analysis of shear strength and stability of specific locations along the bank.
- A 10' drainage and utility easement shall be provided along all lot lines unless an easement of larger size is graphically depicted.
- As shown hereon a 62' wide easement for Chisholm Trail Road and for utilities and drainage from its terminus at the north boundary of Pioneer Mesa Planned Unit Development Filing One together with all easements for internal roads, utilities and drainage for Pioneer Mesa Estate Subdivision are private and all such easements are hereby dedicated, granted and conveyed to the Pioneer Mesa Estates Homeowners Association Inc., (the "Association") to own, operate, maintain, repair or replace all for the use and benefit of all owners in Pioneer Mesa Estates Subdivision.
- As shown hereon a 15' drainage easement from its terminus at the north boundary of Pioneer Mesa Planned Unit Development Filing One to the point of beginning at the south side of Crockett Circle is hereby dedicated, granted and conveyed to the Association to own, operate, maintain, repair or replace all for the use and benefit of all owners in Pioneer Mesa Estate Subdivision.
- Utility easements as shown hereon are for the use of public or special district providers as perpetual easements for the installation, operation, maintenance and repair of utilities and appurtenances thereto including, but not limited to, electrical lines, transformers, vaults, cable lines, natural gas pipelines, sanitary sewer lines, water lines and telephone lines. One or more specific easements for the use and benefit of such providers may be granted by the owner shown hereon or the Association.
- Present or future owners of lots shall not unreasonably interfere with or burden the easements shown hereon by erecting or placing thereon any improvements such as, but not limited to, trees, bushes or other landscaping, fences, mailboxes, lighting, stonework or other features and the owner shown hereon or the Association shall have the right at such lot owner's expense to trim, set back or remove such features.
- The Open Space parcel shown hereon consisting of approximately 9.931 acres, subject to the rights of present or future owners of lots to the use and benefit of the easements described above, is hereby dedicated, granted, and conveyed to the Association to own and maintain as an open space for benefit of all owners in Pioneer Mesa Estates Subdivision.

SURVEYORS NOTES:

- Basis of Bearings: Bearings shown hereon are based on the assumption that the north line of the NE 1/4 of the NE 1/4 of Section 18 bears S88°56'S0E. The E-1/16th corner is a 2-1/2" Aluminum Cap appropriately stamped by LS 30111 in 2006 on 3/4" rebar at the Northwest corner of the subject property and the NE corner of Section 18 is a 3" Brass Cap appropriately stamped by the Garfield County Surveyor in 1971 on 2-1/2" iron pipe at the Northeast corner of the subject property, both monuments are shown hereon.
- This map has been prepared pursuant to client request for a Subdivision Plat.
- Date of field survey: August 30, 2020.
- Units of linear measurements are displayed in US Survey Feet.
- SGM will not be responsible for any changes made to this document after it leaves our possession. Any copy, facsimile, etc., of this document must be compared to the original signed, sealed and dated document to insure the accuracy of the information shown on any such copy, and to insure that no such changes have been made.
- The property shown hereon is subject to all easements, rights-of-way, building setbacks or other restrictions of record, as such items may affect this property. This survey does not represent a title search by this surveyor to determine ownership or to discover easements or other encumbrances of record. All information pertaining to ownership, easement and other encumbrances of record has been taken from the ALTA/ACSM Land Title Survey produced by Peak Land Consultants, Inc., dated June 15, 2017.

SURVEYOR'S CERTIFICATE:

I, Robert E. Brandeberry, being a Registered Professional Land Surveyor, licensed in the State of Colorado, do hereby certify that this plat is a true, correct and complete Pioneer Mesa Estates Subdivision as laid out, platted, dedicated and shown hereon and that such plat was made from an accurate survey of said property by me and under my supervision and correctly shows the dimensions of the lots, easement and streets of said subdivision as the same are staked on the ground in compliance with state regulations governing the subdivision of land.

Robert E. Brandeberry
Colorado PLS # 36389
For and on behalf of SGM

CLERK AND RECORDERS CERTIFICATION:

This Plat filed for recording in the office of the Clerk and Recorder of Garfield County, Colorado, at ____ O'clock ____ this ____ Day of _____, 20__ and is duly recorded as Reception No. _____

Attest: _____
Clerk and Recorder

BY: _____
Deputy

PLANNING DIRECTOR CERTIFICATE OF APPROVAL:

This Plat approved by Rifle Planning Director Pursuant to Rifle Municipal Code Section 16-5-140-(D) this ____ Day of _____, 20__

CITY ENGINEER CERTIFICATE OF APPROVAL:

This Plat approved by Rifle City Engineer this ____ Day of _____, 20__

Rifle City Engineer

CITY COUNCIL CERTIFICATE

This plat approved by 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 Rifle of the public dedication shown heron; 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.

TITLE INSURANCE COMPANY:

Commonwealth Title Company of Garfield County, Inc. does hereby certify that they have examined the title to all lands dedicated and shown upon this plat, and title to such lands is in the dedicator free and clear of any liens, taxes, and encumbrances except as follows:

BY: _____ Date: _____
Title Examiner

CERTIFICATE OF OWNERSHIP AND DEDICATION:

Know all by these presents that Pioneer Mesa LandCo, LLC being sole owners, in fee simple of all that real property described as follows:

A parcel of land situated in Section 18, Township 6 South, Range 93 West, of the 6th P.M., City of Rifle, County of Garfield, Colorado being described as follows:

Beginning at the NE corner of Section 18, Township 6 South, Range 93 West of the 6th Principal Meridian and considering the North line of the NE 1/4 to bear North 88°56'50" West and all bearings contained herein to be relative thereto:

- Thence South 00°34'17" West 1331.16 feet along the East line of Section 18, Township 6 South Range 93 West of the 6th P.M. to the intersection with the northerly right-of-way line for Second Street;
Thence along the northerly right-of-way for Second Street the following six (6) courses and distances:
- Thence along a curve turning to the right with an arc length of 79.29 feet, with a radius of 470.00 feet, and whose chord bears South 88°19'47" West 79.20 feet;
 - Thence North 86°50'14" West 358.40 feet;
 - Thence along a curve turning to the left with an arc length of 191.20 feet, with a radius of 385.04 feet, and whose chord bears South 78°56'14" West 189.24 feet;
 - Thence South 64°42'49" West 175.19 feet;
 - Thence along a curve turning to the right with an arc length of 159.18 feet, with a radius of 608.04 feet, and whose chord bears South 72°12'49" West 158.73 feet;
 - Thence along a curve turning to the right with an arc length of 98.52 feet, with a radius of 261.79 feet, and whose chord bears North 89°30'15" West 97.94 feet;

Thence North 00°38'48" East 171.57 feet;
Thence North 32°07'12" West 514.98 feet;
Thence North 00°38'48" East 888.74 feet;
Thence South 88°56'50" East 1305.56 feet to the Point of Beginning.
Excepting therefrom any portion thereof included in Pioneer Mesa Planned Unit Development Filing No. One recorded September 22, 2004 at Reception No. 660210 in the City of Rifle, County of Garfield, State of Colorado.

Said parcel being 28.251 acres, more or less.

Have by these presents laid out, platted and subdivided the same into the lots shown hereon and designate the same as PIONEER MESA ESTATES SUBDIVISION, and do hereby dedicate those areas designated as Access, Drainage and Utility Easements to the City of Rifle and the Pioneer Mesa Estates Homeowners Association, Inc. and do hereby dedicate those areas designated as Utility Easements to the Public Utilities.

By: Mike Pearson Manager

STATE OF COLORADO
COUNTY OF GARFIELD)ss

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by Mike Pearson; _____ for Pioneer Mesa LandCo, LLC.

My commission expires on _____

Witness my hand and official seal.

Notary Public

SGM
118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601
970.945.1004 www.sgm-inc.com

Pioneer Mesa Estates Subdivision
Rifle, Colorado

Revision	Date	By:
1	12/14/2021	MEW
2	12/14/2021	REB
3	12/14/2021	REB
4	12/14/2021	REB
5	12/14/2021	REB
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Job No. 2020-384-001
Drawn by: MEW
Date: 12/14/2021
Approved: PLS: REB
File: PioneerMesaEstatesSubPlatRevised

Title:
Final Plat
Pioneer Mesa
Estates

Sheet No.

1

Of: 2

Pioneer Mesa Estates Subdivision

Rifle, Colorado

SGM
118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601
970.945.1004 www.sgm-inc.com



Vicinity Map



118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601
970.945.1004 www.sgm-inc.com

Project Engineer
Jefferey Simonson, P.E. 26152

CITY OF RIFLE, COLORADO

Mayor *Ed Green*
Mayor Protem *Brian Condie*
Councilors *Joe Carpenter*
Chris Bornholdt
Clint Hostettler
Sean Strode
Alicia Gresley

Final Plan Set
January 2022

Sheet List Table

Sheet Number	Sheet Title
C1	Cover Sheet
C2	General Notes
C3	Legends & Abbreviations
C4	Existing Conditions
C5	Demo Plan
C6	Site, Drainage and Utility Plan
C7	Chisholm Trail Plan & Profile
C8	Crockett Circle Plan & Profile (1)
C9	Crockett Circle Plan & Profile (2)
C10	Crockett Circle Plan & Profile (3)
C12	Santa Fe Trail Plan & Profile
C11	Oregon Trail Plan & Profile
C13	Gila Trail Plan & Profile
C14	Detail Sheet



Pioneer Mesa Estates Subdivision
Rifle, Colorado

Revision	Date	By
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Job No. 2020-384.001
Drawn by: TJL
Date: 11-10-2020
QC: JM PE: JS
File: PM-Admin

Title:
Cover Sheet

Dwg No.
C1

Of: 13

2. LIMITS OF CONSTRUCTION SHALL BE 5' BEYOND GRADING LIMITS, BASE OF FILL SLOPES OR TOP OF CUT SLOPES, AND 20' EITHER SIDE OF THE CENTERLINE OF UTILITY INSTALLATIONS, BUT NOT BEYOND FENCE LINE OR RIGHT-OF-WAY LINES. PROJECT LIMITS SHALL ADDITIONALLY INCLUDE ANY DESIGNATED BORROW AREAS, EXCAVATION DISPOSAL AREAS OR MATERIAL OR TOPSOIL STOCKPILE AREAS. RESPECT ALL TREE/VEGETATION PRESERVATION ZONES (PER SPECS).
2. TRAFFIC CONTROL REQUIREMENTS:
 - 2.1. MAINTAIN ACCESS TO OTHER STRUCTURES AT ALL TIMES. TEMPORARY CLOSURE ALLOWED FOR UTILITY WORK --- PROVIDE FOR EMERGENCY ACCESS CONTINUOUSLY.
 - 2.2. PROVIDE SAFETY CONES, FLAG PERSONS, VERTICAL PANELS WITH BEACONS, SIGNAGE AND BARRICADES AS NECESSARY TO PROTECT PUBLIC AND WORK SITE.
 - 2.3. PROVIDE SIGNAGE AS REQUIRED BY OWNER AND LOCAL GOVERNMENT WITH JURISDICTION OVER ADJACENT ROADS.
 - 2.4. COORDINATE ALL TRAFFIC CONTROL AND WORK WITH THE CITY OF RIFLE PUBLIC WORKS DEPARTMENT. SUBMIT MUTCD TO PUBLIC WORKS PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR SHALL CERTIFY THAT ALL AGGREGATES USED ON THIS PROJECT ARE FREE FROM HAZARDOUS COMPONENTS IN EXCESS OF THE THRESHOLD CONCENTRATIONS ESTABLISHED BY THE E.P.A.
4. PRIME COAT NOT REQUIRED UNLESS INDICATED ON DRAWINGS. PREPARED BASE COURSES SHALL BE CUT AT CONTRACTOR'S EXPENSE IF THE SURFACE HAS DETERIORATED DUE TO TRAFFIC, WEATHER OR TIME LAPSE BETWEEN SURFACE PREPARATION AND PLACEMENT OF BITUMINOUS MATERIALS, SUCH THAT, IN THE OPINION OF THE ENGINEER, USE OF PRIME COAT IS REQUIRED. APPLICATION RATE SHALL BE 0.3 GALS/SQ.YD.
5. IF TACK COATS ARE REQUIRED, DILUTED EMULSIFIED ASPHALT OR TACK COAT SHALL CONSIST OF 1 PART EMULSIFIED AND 1 PART WATER. RATES OF APPLICATION SHALL BE DETERMINED BY THE ENGINEER AT THE TIME OF APPLICATION. APPROXIMATE RATE SHALL BE 0.1 GALS/SQ.YD.
6. THE FOLLOWING SHALL BE USED WITH EACH BITUMINOUS PAVES:
 - 6.1. A SKI-TYPE DEVICE AT LEAST 30 FEET IN LENGTH.
 - 6.2. SHORT SKI OR SHOE.
7. PAVEMENT MARKING TO INCLUDE THE FOLLOWING:
 - 7.1. PARKING STALLS, SINGLE WHITE LINE.
 - 7.2. HANDICAP SYMBOLS.
 - 7.3. CENTERLINE OF ACCESS ROAD -- DOUBLE YELLOW LINES.
8. ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH APPLICABLE SECTIONS OF THE SITE SUBSOIL STUDY. CONTRACTOR TO NOTE REQUIREMENTS FOR EXCAVATION, BACKFILL AND SUPPORT MATERIALS. REFERENCED GEOTECHNICAL INVESTIGATION PERFORMED BY GRAND JUNCTION LINCOLN DEVORE, INC. DATED 7/21/2002 FOR ASCENT LLC REAL ESTATE
9. SLOPE ASPHALT/CONCRETE AND SOILS AWAY FROM BUILDING AS SHOWN ON PLANS AND FOLLOWING GEOTECHNICAL RECOMMENDATIONS. BUILDINGS / FOOTPRINTS SHOWN ARE PRELIMINARY FOR THE PURPOSES OF SUBDIVISION PLANNING..
10. SOURCE OF MAPPING: EXISTING FIELD CONDITIONS WERE UPDATED BY A SURVEY PERFORMED BY SGM IN MARCH 2020 SEE EXISTING CONDITIONS MAP IN CONCERT WITH A SURVEY IN 2003 BY QED SURVEYING SYSTEMS, INC.
11. THROUGHOUT ALL PHASES OF CONSTRUCTION, UNTIL THE FINAL ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL KEEP THE SITE FREE FROM RUBBISH AND DEBRIS. THE CONTRACTOR SHALL ALSO ABATE DUST NUISANCE AS NECESSARY BY CLEANING, SWEEPING AND SPRINKLING WITH WATER OR OTHER MEANS AS NECESSARY. THE CONTRACTOR SHALL HAVE TWENTY-FOUR (24) HOURS AFTER THE DEPOSIT OF ANY EARTH, GRAVEL OR OTHER EXCAVATED MATERIAL TO REMOVE SUCH DEPOSIT. IN THE EVENT THAT THE EARTH, GRAVEL OR OTHER EXCAVATED MATERIAL IS NOT REMOVED, THE ENGINEER SHALL HAVE SUCH REMOVAL AND THE COST INCURRED SHALL BE DEDUCTED FROM THE BOND. DUST CONTROL WILL BE REQUIRED. ADJACENT PROPERTY OWNERS ARE ADVERSELY AFFECTED OR IF DUST ADVERSELY AFFECTS MAINTENANCE OF TRAFFIC DURING THE PROJECT SUCH THAT, IN THE OPINION OF ENGINEER, A WATERING PROGRAM IS APPROPRIATE. IT IS ANTICIPATED DUST CONTROL WILL BE REQUIRED ON THIS PROJECT.
12. CONTRACTOR SHALL OBTAIN FROM THE CIVIL ENGINEER A PLAN SET MARKED "FOR CONSTRUCTION" PRIOR TO COMMENCING ANY WORK.

1. EXISTING UTILITY LOCATIONS ARE A COMBINATION OF SURVEYED FIELD LOCATIONS, OBSERVATIONS, AND EXISTING MAPPING. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION.
2. ALL WORK TO BE DONE IN STRICT COMPLIANCE WITH RESPECTIVE UTILITY COMPANY REQUIREMENTS.
3. SHALLOW UTILITIES SHOWN ON THE PLANS ARE SHOWN AS DESIGN LOCATIONS. FIELD CONDITIONS MAY REQUIRE MINOR UTILITY ADJUSTMENTS.
4. PROVIDE CONDUIT SIZE AND TYPE PER LOCAL UTILITY PROVIDER.
5. PROVIDE CONDUIT STUB A MINIMUM OF 6" ABOVE FINAL GRADE AT LOCATIONS DESIGNATED FOR PEDESTAL INSTALLATION AND CAP.
6. DUCT TAPE EACH UTILITY CONDUIT GROUPING (I.E. TELEPHONE, CABLE, ELEC.) TOGETHER ABOVE GRADE AND LABEL.
7. PROVIDE PULL STRING IN EACH CONDUIT.
8. TRANSITION CONDUIT FROM TYPICAL UTILITY TRENCH SPACING TO PROVIDE SEPARATION FROM VERTICAL APPURTENANCES OF DEEPER UTILITIES.
9. GAS UTILITY WILL INSTALL GAS PIPING.
10. GAS- OWNER PROVIDED TRENCH REQUIREMENTS AND FINAL METER LOCATIONS - XCEL ENERGY. GAS LINE TRENCH SHALL BE EXCLUSIVE TO XCEL, AND SHALL BE LOCATED SO THAT GAS MAIN AND SERVICES ARE A MINIMUM OF 5 FEET FROM ALL ELECTRICAL LINES.
11. GAS MAIN SHALL HAVE A MINIMUM OF 36" OF APPROVED BACK-FILL OR COVER.
12. GAS- WIDTH OF TRENCH SHALL NOT BE LESS THAN (10") FOR 2" MAIN OR ANY SERVICE INSTALLATION AND (14") FOR 4" MAIN INSTALLATION. WHERE TIE-INS OR CROSSINGS ARE LOCATED BELL-HOLES SHALL BE PROVIDED, SIZE OF WHICH SHALL ALLOW ADEQUATE WORKING SPACE FOR MEN AND EQUIPMENT.
13. GAS- BEDDING MATERIAL SHALL BE ROCK FREE. BEDDING MATERIAL SHALL NOT CONSIST OF ANY FRACTURED ROCK TYPE MATERIAL. ALL BEDDING MATERIAL TO BE PRE-APPROVED BY XCEL REPRESENTATIVE.
14. GAS- WHEN ROCKY CONDITIONS ARE ENCOUNTERED THE TRENCH BOTTOM SHALL BE CLEAN AND THE GAS MAIN BEDDED A MINIMUM OF 6" BELOW AND 12" ABOVE WITH PRE-APPROVED BEDDING MATERIAL.
15. GAS- PIPELINE TO BE BEDDED AND BACK-FILLED THE SAME DAY AS INSTALLED.
16. GAS- CONTRACTOR/DEVELOPER RESPONSIBLE FOR COMPACTION REQUIREMENTS PER SPECIFICATIONS.
17. GAS- PRIOR TO TRENCHING, A PRE-CONSTRUCTION MEETING WILL BE HELD WITH XCEL REPRESENTATIVE AND EXCAVATION SUPERVISOR AND/OR SUB-CONTRACTOR SUPERVISOR.
18. ALL SITE CLEANUP AND LANDSCAPING TO BE COMPLETE BY CONTRACTOR/DEVELOPER.
19. IT IS THE RESPONSIBILITY OF THE CONTRACTOR/DEVELOPER TO DISPOSE OF EXCESS MATERIALS OR SPOILS.
20. ELEC- CONTRACTOR TO INSTALL (1) 4" CONDUIT FURNISHED BY XCEL ENERGY; BED CONDUIT WITH 3/4" MINUS MATERIAL, 4" BELOW TO 4" ABOVE CONDUIT. PULL CORD TO BE FURNISHED AND INSTALLED BY CONTRACTOR.
21. CABLE- COMCAST CABLE WILL PROVIDE ANY REQUIRED VAULTS AND PEDESTALS AND FINAL PLACEMENT.
22. CABLE- COMCAST REQUESTS CONTRACTOR TO FURNISH 3" DIAMETER, SCHEDULE 40 PVC CONDUIT.
23. CABLE- CONTRACTOR TO INSTALL CONDUIT; BED CONDUIT WITH 3/4" MINUS MATERIAL, 4" BELOW TO 4" ABOVE CONDUIT; STUB CONDUIT ABOVE GROUND AT PEDESTAL LOCATIONS; PULL CORD TO BE FURNISHED AND INSTALLED BY CONTRACTOR.
24. TELE- CENTURYLINK REQUESTS CONTRACTOR TO SUPPLY 4" SCHEDULE 40 PVC CONDUIT.
25. TELE- CENTURYLINK REQUESTS INSTALLATION OF SWEEPS TO HAVE A MINIMUM 9 FOOT RADIUS.
26. TELE- CENTURYLINK REQUESTS SWEEPS TO BE GULCH IN PLACE, EXTEND AT LEAST 12" ABOVE GROUND, AND TO BE PLACED CLOSELY TOGETHER TO FIT INSIDE A SINGLE PEDESTAL.

1. THE APPROXIMATE LOCATION OF ALL KNOWN UTILITIES (WATER, SEWER, GAS, PHONE, ELECTRIC, CABLE, ETC.) ARE SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL CONTACT ALL UTILITY OWNERS TO VERIFY BOTH LOCATION AND DEPTH OF UTILITIES BEFORE ANY WORK BEGINS. CONTRACTOR SHALL BEAR THE RESPONSIBILITY FOR THE PROTECTION OF UTILITIES DURING CONSTRUCTION. NO ADDITIONAL PAYMENT WILL BE MADE FOR UTILITIES LOCATED BUT NOT SHOWN IN DRAWINGS.
2. THE CONTRACTOR WILL BE RESPONSIBLE FOR RESTORING ANY DISTURBED AREAS IN ACCORDANCE WITH SPECIFICATIONS.
3. FOLLOW ALL CDPEH (COLORADO DEPARTMENT OF HEALTH & ENVIRONMENT) REGULATIONS FOR WATER AND SEWER LINE CROSSINGS & CITY OF RIFLE SEPARATION REQUIREMENTS FROM THE PUBLIC WORKS MANUAL.
4. REPLACE ALL DISTURBED ASPHALT, WHEN DAMAGED, WITH 3" PG 58-22 ASPHALT ON 8" OF CLASS 6 AGGREGATE BASE COURSE COMPACTED TO 95% STANDARD DENSITY OVER PREPARED SUBGRADE (12"). PROVIDE T-PATCH AT ALL JOINTS WITH ASPHALT IF THE EXISTING ASPHALT IS GREATER THAN 4" THICK, USING MILLING MACHINE TO ESTABLISH UPPER (WEARING COURSE) LIFT.

1. ALL WATER MAINS SHALL BE INSTALLED WITH A 4-1/2" FOOT MINIMUM DEPTH OF COVER. IF GRADE CONFLICTS OCCUR WITH EXISTING UTILITIES OR OTHER OBSTRUCTIONS, COORDINATE WITH ENGINEER AND CITY OF RIFLE PUBLIC WORKS DEPARTMENT THE NECESSARY RELOCATION OF WATER LINE.
2. ALL FITTINGS (BENDS, CROSSES, PLUGS, VALVES AND TEES) TO HAVE A CONCRETE THRUST BLOCK INSTALLED IN ACCORDANCE WITH THE THRUST BLOCK TABLE SHOWN ON PWW DETAIL WITH A STATIC PRESSURE OF 150 PSI. MEGALUGS ARE REQ'D IN ADDITION TO THE CONCR. THRUST BLOCK. ALL CONCRETE THRUST BLOCK SHALL BE FORMED AND POURED IN PLACE AGAINST NATIVE SOIL OR SOIL WITH PROPER COMPACTION ON ALL FITTINGS INCLUDING TAPS 4" OR LARGER TO RESIST HYDRAULIC THRUST.
3. THE WATER LINE LOCATION SHOWN UTILIZES JOINT DEFLECTION. (A MAX. OF 1 1/2" PER JOINT) IN NO CASE SHALL FIELD DEFLECTIONS EXCEED MANUFACTURERS REC'S. CONTRACTOR SHALL VERIFY THAT THE MANUFACTURER WILL ALLOW JOINT DEFLECTION PRIOR TO ORDERING.
4. PROVIDE C900, CLASS 200 PVC FOR MAIN LINE AND PURE CORE SERVICES INSTALLED PER REQUIREMENTS OF THE CITY OR RIFLE PUBLIC WORKS MANUAL.
5. ALL FITTINGS SHALL BE CLASS 150 DUCTILE IRON PIPE, FULL EPOXY COATED AND OF MECHANICAL JOINT OR PRE-APPROVED FLANGED FITTING AS DICTATED BY THE APPURTENANCES TO BE INSTALLED. POLYWRAP ALL DUCTILE IRON PIPE FITTINGS AND HYDRANT APPURTENANCES BELOW GRADE.
6. PROVIDE RESILIENT WEDGE GATE VALVES PER CITY OF RIFLE PUBLIC WORKS MANUAL.
7. FIRE HYDRANTS SHALL BE "MUELLER CENTURIUM" WITH A 6" MECHANICAL JOINT END CONNECTION MODEL A-423 OR PRE-APPROVED EQUIVALENT.
8. THE CONTRACTOR SHALL ENSURE PIPES ARE FREE OF GRAVEL AND DEBRIS PRIOR TO BEING INSTALLED IN THE TRENCH. IF THE PIPE IS DIRTY, HAS GRAVEL OR DEBRIS INSIDE, OR HAS SAT UNUSED FOR A LONG PERIOD OF TIME, THE PIPE WILL REQUIRE CLEANING PRIOR TO INSTALLATION.
9. THE PIPE SHALL BE BEDDED FOR THE FULL LENGTH OF THE PIPELINE. THE BEDDING MATERIAL SHALL BE EITHER CLASS 6 ABC OR 3/4" CHIP. THE BEDDING SHALL EXTEND FROM 6 INCHES BELOW THE PIPE AND BELLS TO 12 INCHES OVER THE TOP OF THE PIPE AND BELLS. BEDDING WILL EXTEND THE FULL WIDTH OF THE EXCAVATION. CONTRACTOR SHALL PROVIDE SPECIFICATION OF GRAVEL PRIOR TO INSTALLATION.
10. BACKFILL MATERIAL FROM 12 INCHES ABOVE THE TOP OF THE PIPE TO THE TOP OF THE TRENCH SHALL BE CLASS 6 BASE COURSE MATERIAL IN ALL STREET RIGHT-OF-WAYS WITH 95% COMPACTION MPD. PROVIDE GEOTECHNICAL TEST RESULTS FOR TRENCH WORK.
11. CONCRETE THRUST BLOCKS SHALL BE FORMED AND POURED IN-PLACE AGAINST NATIVE SOIL OR SOIL WITH PROPER COMPACTION ON ALL FITTINGS AS DEFINED BY PROJECT ENGINEER, INCLUDING TAPS 4" OR LARGER. POLY WRAP BOND BREAKER SHALL BE INSTALLED BETWEEN CONCRETE AND ALL PIPES AND ASSOCIATED APPURTENANCES.
12. ALL FITTINGS SHALL HAVE MEGA-LUG RETAINER GLANDS IN ADDITION TO CONCRETE THRUST BLOCKS, OR COR-TEN TIE RODS.
13. THE CONTRACTOR SHALL NOTIFY THE CITY OF RIFLE WATER DEPARTMENT AT LEAST 48 HOURS PRIOR TO THE START OF CONSTRUCTION AND ANY NON-EMERGENCY REQUESTS FOR TESTING, WORKING VALVES OR SYSTEM VERIFICATIONS.
14. A CHLORINATION/BACTERIOLOGICAL, FLUSHING, HYDROSTATIC/LEAKAGE AND CONDUCTIVITY TEST WILL BE REQUIRED ON ALL NEW LINES AND SYSTEMS BEFORE ACCEPTANCE BY THE WATER DEPARTMENT. THESE TESTS SHALL BE PERFORMED AS PER APPLICABLE ANSI/AWWA STANDARD C651. AND SHALL BE CONDUCTED AND COORDINATED WITH THE CITY OF RIFLES UTILITIES DEPARTMENT.
15. WATER SERVICES: 4" IN SIZE AND LARGER SHALL BE INSTALLED WITH A TEE ON MAIN, GATE VALVE OF SIMILAR SIZE, LENGTH OF PIPE AS REQUIRED TO TIE INTO EXISTING WATER SERVICE AND A MECHANICAL COUPLING. 2" AND SMALLER IN SIZE SHALL BE INSTALLED WITH A TEE ON MAIN WATER LINE, HOPE SERVICE LINE OF SIMILAR SIZE TO A NEW CURB STOP. IN ALL CASES, FIELD VERIFY LINE SIZE AND TYPE. NEW WATER SERVICE INSTALLATIONS ARE TO AVOID ADDITIONAL FITTINGS WHEN CONNECTING TO EXISTING WATER SERVICE AS BEST AS POSSIBLE. THE NEW CURB STOP SHALL BE PLACED AT OR NEAR THE PROPERTY BOUNDARY OR EASEMENT DELINEATION WITH A METER PIT NEARBY. COORDINATE WITH CITY FOR EXACT METER PIT LOCATIONS.
16. VERTICAL SEPARATION BETWEEN WATER AND SEWER LINES SHALL BE 24" INCHES, WATER ABOVE SEWER. IF THIS CANNOT BE ACCOMPLISHED, COORDINATE WITH CITY FOR ALTERNATIVES.
17. WATER LINES TO HAVE 10-GA SOLID TRACER WIRE FOR ALL LENGTHS AND SIZES, PUBLIC OR SERVICES. ADDITIONAL TRACER WIRE BOXES MAY BE REQUIRED FOR APPROPRIATE TIE IN LOCATIONS.
18. ALL WATER LINES AND SERVICES TO BE TESTED IN ACCORDANCE WITH THE CITY OF RIFLE PUBLIC WORKS MANUAL. BACTERIOLOGICAL TESTING WILL NEED TO BE PERFORMED IN ACCORDANCE TO THE PUBLIC WORKS MANUAL AS WELL. CONTRACTOR TO COORDINATE ALL TESTING WITH THE WATER DEPARTMENT.

3. ALL SANITARY SEWER UTILITY WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY OF RIFLE STANDARDS AND SPECIFICATIONS.
2. SANITARY SEWER PIPE SHALL BE PVC SDR 35 PIPE.
3. CONTRACTOR SHALL INSTALL, OPERATE, AND MAINTAIN A SEWAGE BYPASS SYSTEM AS NEEDED FOR ANY TIE INS OR INTERRUPTIONS FOR THE DURATION OF THE PROJECT.
4. MAINTAIN A MINIMUM OF 10 FEET HORIZONTAL SEPARATION BETWEEN WATER AND SANITARY SEWER MAINS AND SERVICES (MEASURED OUTSIDE OF PIPE TO OUTSIDE OF PIPE). MAINTAIN A MINIMUM OF 2 FEET VERTICAL SEPARATION BETWEEN SANITARY SEWER AND WATER/STORM SEWER CROSSINGS (MEASURED OUTSIDE OF PIPE TO OUTSIDE OF PIPE) OR OTHERWISE PROVIDE ENCASEMENT PER CDPHE.
5. INSULATION (4" THICK) TO BE INSTALLED WHEREVER SEPARATION DISTANCE BETWEEN STORM SEWER AND SANITARY SEWER IS LESS THAN 2 FEET.
6. ALL EXISTING SANITARY SEWER MAIN SHALL BE REMOVED FROM THE GROUND UNLESS SHOWN AS BEING ABANDONED. CONFIRM WITH PLANS AND CITY WHAT, IF ANY SEWER SHALL BE ABANDONED.
7. SANITARY SEWER SERVICES SHALL BE INSTALLED AT A MINIMUM SLOPE OF 2%.
8. ALL SERVICES SHALL BE CAPPED DURING SANITARY SEWER MAIN TESTING.
9. MARK ENDS OF ALL SEWER SERVICE LINES WITH FENCE POST, 3-WAY SWING TIES AND DEPTH TO SERVICE.
10. CONTRACTOR TO VERIFY THE GRADE OF ALL EXISTING SEWER LINES BEFORE INSTALLING ANY PIPE TO VERIFY INVERT ELEVATIONS. CONTACT ENGINEER WITH ANY DIFFERENCES IN ELEVATIONS SO THAT GRADES CAN BE ADJUSTED.
11. CONTRACTOR SHALL POTHOLE ALL MISCELLANEOUS UTILITIES THAT WILL CROSS OR PARALLEL THE LINE PRIOR TO INSTALLING NEW LINE. IF GRADE CONFLICTS OCCUR, CONTACT ENGINEER SO THAT GRADES CAN BE ADJUSTED.
12. PLAN VIEW DISTANCE BETWEEN MANHOLES IS CENTERLINE TO CENTERLINE OF MANHOLES. PROFILE DISTANCE AND SLOPE BETWEEN MANHOLES IS FROM INVERT OUT TO INVERT IN OF MANHOLES (CL. TO CL. MANHOLE DISTANCE MINUS 1/2 INSIDE DIAMETER OF EACH MANHOLE).
13. THE SEWER MANHOLES SHOWN IN PLAN VIEW INDICATE THE LOCATION OF THE STEPS WITHIN THE MANHOLE AND MANHOLE RIM LOCATION BY A BLACKENED CIRCLE. THIS WILL BE THE REQUIRED LOCATION FOR EACH MANHOLE SHOWN.
14. ALL KNOWN SERVICES WHICH TIE INTO THE EXISTING MAIN ARE SHOWN. ANY SERVICE WHICH IS NOT SHOWN BUT TIES INTO MAIN SHALL BE REPLACED AND TIED INTO NEW MAIN.
15. SEWER SERVICE TO HAVE 4" MINIMUM OF CLASS 6 ABC OR $\frac{3}{8}$ " CHIP AS BEDDING MATERIAL. THE SAME MATERIAL SHOULD BE BROUGHT UP TO 6" ABOVE THE TOP OF THE PIPE.
16. ALL SEWER LINES AND SERVICES SHALL BE PRESSURE TESTED IN ACCORDANCE TO THE CITY OF RIFLE PUBLIC WORKS MANUAL. FOR SEWER MANHOLES (EXISTING), VACUUM TESTING SHALL BE PERFORMED PER THE PUBLIC WORKS MANUAL AS WELL.

1. ALL STORM PIPING OR CULVERTS SHALL BE REINFORCED CONCRETE PIPE WITH WALL "B" THICKNESS OR ADS N-12. CMP IS NOT ALLOWED.
2. FOLLOW CDPHE AND NOTES ON THIS SHEET FOR ALL STORMWATER/POTABLE WATER CROSSINGS.
3. ALL MANHOLES SHALL BE 4' Ø PRECAST CONCRETE FOR CULVERTS SIZES UP TO 24" IN DIAMETER, HAVE AN ECCENTRIC COKE UNLESS SPECIAL CONDITIONS ARISE FOR ALTERNATIVE SIZING. PIPES LARGER THAN 24" NEED, AT A MINIMUM, 5' DIAMETER MANHOLE.
4. ALL DRAIN INLETS SHALL FIT TO CURB GEOMETRY.

1. ALL AREAS DISTURBED BY ROAD OR UTILITY CONSTRUCTION OR OVER-LOT GRADING SHALL BE REVEGETATED WITH DRYLAND SEED MIXTURE. PROVIDE FRESH, CLEAN, NEW-CROP SEED COMPLYING WITH TOLERANCE FOR PURITY AND GERMINATION ESTABLISHED BY OFFICIAL SEED ANALYSIS OF NORTH AMERICA. PROVIDE SEED OF GRASS SPECIES, PROPORTIONS AND MINIMUM PERCENTAGES OF PURITY, GERMINATION, AND MAXIMUM PERCENTAGE OF WEED SEED, AS SPECIFIED.
2. FOR DRYLAND, SEEDDED AREAS, PROVIDE FERTILIZER WITH COMMERCIAL TYPE MIXTURE OF 16-16-8 OR SIMILAR RATIO, NOT LESS THAN 15 LBS PER ACRE FOR NITROGEN RATE.
3. MULCH ALL SEEDDED AREAS WITH CONWEEB LONG FIBER MULCH, HAY OR STRAW. MATERIAL FOR STRAW MULCHING SHALL CONSIST OF STRAW OR OATS, BARLEY, WHEAT OR RYE AND SHALL NOT CONTAIN SEED OR NOXIOUS WEEDS. CUT AND CHOP MULCH FOR STRAW WHEN APPROVED BY THE ENGINEER. STRAW OR HAY IN SUCH AN ADVANCED STATE OF DECOMPOSITION AS TO SMOOTHER OR RETARD THE NORMAL GROWTH OF GRASS WILL NOT BE ACCEPTED. CONWEEB FIBER MULCH, PREVIOUSLY SPECIFIED, SHALL BE APPLIED AT A RATE OF 1500 LBS./ACRE. HAY OR STRAW SHALL BE APPLIED IN A UNIFORM MANNER AT A RATE OF 1.5 TONS/ACRE.
4. PROVIDE EROSION CONTROL BLANKET ON ALL SLOPES OF 2:1 OR STEEPER.
5. PRIOR TO REVEGETATION, PLANTING OR TOPSOIL PLACEMENT, ALL CUT OR FILL SLOPES WILL BE CONTOURED TO BLEND WITH ADJACENT TERRAIN. VARIOUS SLOPE MOLDING TECHNIQUES WILL BE USED TO ENHANCE THE AESTHETIC QUALITY OF THE SLOPE, WHILE MAXIMIZING THE REVEGETATION POTENTIAL. ALL CUT AND FILL SLOPES ALSO BEING ROUNDED AT THE TOE TO BLEND WITH THE EXISTING TERRAIN. ADDITIONALLY, WHERE SOILS AND STEEPNESS OF SLOPES PERMIT TERRACES WILL BE CONSTRUCTED TO AID THE REVEGETATION PROCESS.
6. SEEDING SHALL BE DONE BY HYDROSEEDING, DRILLING, OR HAND BROADCASTING. HYDROSEED SHALL BE APPLIED IN WATER AND LIGHT MULCH SLURRY AFTER WHICH MULCH WILL BE APPLIED TO COVER THE SEED. ANY AREAS THAT CANNOT BE REACHED BY HYDROSEEDING OR DRILL SEEDING SHALL BE HAND BROADCAST. AREAS SEED BY HAND BROADCASTING SHALL BE LIGHTLY RAKED.
7. DRYLAND SEEDING SHALL BE PERFORMED AS SOON AS PRACTICAL AFTER COMPLETING OF CONSTRUCTION, WITHIN THE APPROPRIATE SEASON. SEEDING SHALL BE PERFORMED AFTER SPRING THAW UNTIL JUNE 30TH, OR AFTER SEPTEMBER 1 UNTIL CONSISTENT GROUND FREEZE.
8. CONTRACTOR / APPLICANT MAY NEED TO PROVIDE WATERING FOR ANY REVEGETATION FOR UP TO 1-YEAR OR SUBSTANTIAL VEGETATIVE COVER IS ACHIEVED.
9. IF AREAS THAT ARE HYDROSEEDED DO NOT SHOW SUFFICIENT GROWTH, A MORE INTENSIVE PROCEDURE SUCH AS DRILL SEEDING OR OTHER METHOD WILL BE REQUIRED WITH ADDITIONAL WARRANTY TIME FOR AREAS IMPACTING OR WITHIN THE CITY ROW.

1. HYDROSEEDING WILL OCCUR WHERE THERE ARE HAZARDOUS DISTURBED SLOPES AND AREAS OF DISTURBANCE WITH 15% SLOPES OR GREATER (GARFIELD COUNTY RECLAMATION GUIDELINES).
2. SEEDING MATERIAL TO BE USED FOR RECLAMATION:

COMMON NAME	APPLICATION RATE (DRILL SEEDING) LBS/ACR
1 AMERICAN SLOUGHGRASS	3 (IN WET AREAS, OMIT IF NOT NEEDED)
2 INDIAN RICEGRASS	2.5
3 BLUEBUNCH WHEATGRASS	4
4 WESTERN WHEATGRASS	7
5 GALLETTA GRASS	5
6 ALKALI SACATON	2
7 WINTERFAT	0.5

ELECTRICAL & GAS UTILITY CONTACT: XCEL ENERGY (970) 625-6000
CABLE TV UTILITY CONTACT: COMCAST CABLE (970) 925-4311.
PHONE UTILITY CONTACT: CENTURYLINK (970) 328-8209.
WATER & SEWER UTILITY CONTACT: CITY OF RIFLE (970) 665-6590

Legend

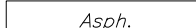
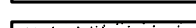
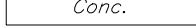
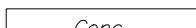
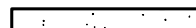
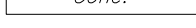
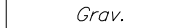
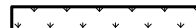
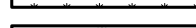
Linetypes

<u>EXISTING</u>	<u>PROPOSED</u>	<u>DESCRIPTION</u>
— T — OH —	— T — OH —	OVERHEAD TELEPHONE LINE
— T — T —	— T — T —	UNDERGROUND TELEPHONE LINE
— G — G —	— G — G —	LOW PRESSURE GAS LINE
— G — HP —	— G — HP —	HIGH PRESSURE GAS LINE
— TV — TV —	— TV — TV —	UNDERGROUND CABLE TELEVISION LINE
TV — OH —	TV — OH —	OVERHEAD CABLE TELEVISION LINE
— E — E —	— E — E —	UNDERGROUND ELECTRICAL LINE
E — OH —	E — OH —	OVERHEAD ELECTRICAL LINE
— 12"DR —	—————	STORM DRAIN LINE & SIZE
— 8"W — 8"W —	—— 8"W ——	WATER LINE & SIZE
— WS — WS —	—— WS ——	WATER SERVICE LINE
— 8"S — 8"S —	—— 8"S ——	SANTARY SEWER LINE & SIZE
— SS — SS —	—— SS ——	SANTARY SEWER SERVICE LINE
— FO — FO —	—— F.O. ——	FIBER OPTIC LINE
— IRR — IRR —	—— IRR ——	IRRIGATION LINE
... →	... →	DRAINAGE SWALE FLOWLINE
— x — x — x — x —	x x x x	BARBED-WIRE FENCE LINE
- - / - - / - - / - - / - -	// // // //	COMBINATION FENCE
○ — ○ — ○ — ○ —	○ ○ ○ ○	CHAIN LINK FENCE
PF — PF —	PF PF	PLASTIC FENCE
SF — SF —	SF SF	SILT FENCE
18" CMP = = = = =	24" CMP ===== ▸	CULVERT, SIZE & FES
-----	=====	EDGE OF PAVEMENT
-----		EDGE OF WATER
----- 	----- 	CENTERLINE
○○○○○○○○○○○○○○○○○○	○○○○○○○○○○○○○○○○○○	GUARDRAIL
●●●●●●●●●●●●●●●●	●●●●●●●●●●●●●●●●	ROCK WALL
.....	=====	CONTOURS
-----	=====	RIGHT-OF-WAY
~~~~~	~~~~~	VEGETATION
— LDA — LDA — LDA —	— LDA — LDA — LDA —	LIMITS OF DISTURBED AREA
+ + + + + + + + + +	+ + + + + + + + + +	RAILROAD TRACKS
-----	-----	TOP OF CUT
-----	-----	TOP OF FILL
-----	-----	EASEMENT
-----	-----	BUILDING ENVELOPE

### Symbols

EXISTING	PROPOSED	DESCRIPTION
		DECIDUOUS TREE
		CONIFEROUS TREE
		MONUMENT MARKER
		CONTROL POINT
		TELEPHONE PEDESTAL
		CABLE PEDESTAL
		ELECTRIC TRANSFORMER
		ELECTRIC PEDESTAL
		ELECTRIC VAULT
		ELECTRIC SERVICE T-POST
		ELECTRIC METER
		HEATING/AIR CONDITIONING UNIT
		GAS MARKER
		GAS METER
		GAS VALVE
		GAS WELL
		MANHOLES—TELE/DRAINAGE/SEWER/ WATER/ELEC PER PLAN REFERENCE
		CURB INLET
		STORM DRAIN INLET
		CLEAN-OUT
		WATER VALVE
		FIRE HYDRANT
		WATER SHUT-OFF VALVE
		WATER METER
		WATER SPIGOT
		WELL
		IRRIGATION VALVE
		IRRIGATION CONTROL VALVE
		IRRIGATION CONTROL BOX
		IRRIGATION HEADGATE
		IRRIGATION MANHOLE
		IRRIGATION SPRINKLER HEAD
		PVC PIPE
		UTILITY POLE
		GUY WIRE
		STREET LIGHT POLE
		FLOOD LIGHT
		SIGN
		MAILBOX
		BOLLARD
		FIBER OPTIC LINE MARKER
		FINISHED SPOT ELEV. W/ DESCRIPTION
		NEW FLARED END SECTION (HDPE)
		NEW FLARED END SECTION (CMP)
		SOIL BORING LOCATION
		TEST PIT LOCATION
		EROSION CONTROL LOG
		LARGE ROCK/BOULDER
		7" POST
		SATELLITE DISH
		TRENCH
		MINIMUM 4" TOP SOIL OR SPECIFIED ALTERNATIVE

### Hatching

<u>EXISTING</u>	<u>PROPOSED</u>	<u>DESCRIPTION</u>
		ASPHALT MILLING
		ASPHALT
		CONCRETE SURFACING (PLAN VIEW)
		CONCRETE SURFACING (SECTION VIEW)
		GRAVEL SURFACING
		RIPRAP/RIVER ROCK
		RE-ESTABLISH NATIVE VEGETATION
		WOOD DECK
		FLAGSTONE
		UNDISTURBED SOIL
		RECOMPACTED SOIL

## Abbreviations

A	AT	GB	GRADE BREAK	PERM	PERMANENT
B	DEGREE	GIS	GEOGRAPHICAL INFORMATION SYSTEM	PG	PAGE
#	DIAMETER	GPM	GALLONS PER MINUTE	POL	PROFILE GRADE LINE
#	NUMBER	GPS	GLOBAL POSITIONING SYSTEM	PI	POINT OF INTERSECTION
AAC	ALUMINUM ARCH CULVERT	GR	GRAVEL	PL	PROPOSED LINE
AASHTO	AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS	GRAV	GRAVEL	PM	PROJECT MANAGER
ABC	AGGREGATE BASE COURSE	GS	GAS SERVICE	PNT	POINT
ABUT	ABUTMENT	GV	GATE VALVE	POC	POINT ON CURVE
ACH	ASBESTOS CONTAMINATING MATERIAL	HAZMAT	HAZARDOUS MATERIALS	POT	POINT ON TANGENT
ACM	ASBESTOS CEMENT PIPE	HC	HANDICAP RAMP	PRC	POINT OF REVERSE CURVE
ADA	AMERICANS W/ DISABILITIES ACT	HCL	HORIZONTAL CONTROL LINE	PROP	PROPOSED
ADT	AVERAGE DAILY TRIPS	HOPE	HIGH DENSITY POLYETHYLENE	PRV	PRESSURE REDUCING VALVE
ALT	ALTERNATE	HMA	HOT MIXED ASPHALT	PSF	POUNDS PER SQUARE FEET
AP	ANGLE POINT	HORIZ	HORIZONTAL	PSI	POUNDS PER SQUARE INCH
APWA	AMERICAN PUBLIC WORKS ASSOCIATION	HOV	HIGH OCCUPANCY VEHICLE	PT	POINT OF TANGENCY
AS	ASPHALT	HP	HIGH POINT	PUD	PLANNED UNIT DEVELOPMENT
ASD	ALLOWABLE STRESS DESIGN	HPC	HIGH PRESSURE GAS	PVC	POLYVINYL CHLORIDE
ASPH	ASPHALT	HWY	HIGHWAY	PVI	POINT OF VERTICAL INTERSECTION
ATB	ASPHALT TREATED BASE	HYD	HYDRAULIC	PVM	PAVEMENT
B	BEARING (CHORD DIRECTION)	ID	INSIDE DIAMETER	PVT	POINT OF VERTICAL TANGENCY
BBL	BARRELS	INT	INTERSECTION	Q	QUALITY ASSURANCE/QUALITY CONTROL
BCKF	BACK FACING	INV	INVERT	QTY	QUANTITY
BCKP	BLACK FACING	IPD	INLET PROTECTION	R	RIGHT
BLM	BUREAU OF LAND MANAGEMENT	JB	JUNCTION BOX	R-R	REMOVE AND REPLACE
BM	BENCHMARK	KIP	THOUSAND POUNDS	RAD	RADIUS
BMP	BEST MANAGEMENT PRACTICES	KW	KILOWATT	RCP	REINFORCED CONCRETE PIPE
BOW	BACK OF SIDEWALK	L	LEFT	REF	REFERENCE
BP	BEGIN PROJECT, BEGINNING POINT	LGTH	LENGTH	REQ	REQUIRED
BT	BEGIN TRANSITION	LB/FT	POUNDS PER FOOT	REVEG	REVEGETATE
BVCE	BEGINNING VERTICAL CURVE ELEVATION	LEED	LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN	RFTA	ROARING FORK TRANSIT AUTHORITY
BVCS	BEGINNING VERTICAL CURVE STATION	LF	LINEAR FOOT	ROW	RIGHT OF WAY
BW	BOTTOM OF WALL	LOMR	LETTER OF MAP REVISION	RSS	REINFORCED SOIL SLOPE
C	CURB	LPTM	LOW PROFILE FORCE MAIN	RW	RETAINING WALL
CB	CONCRETE BOX CULVERT	LP	LOW POINT	SAC	STEEL ARCH CULVERT
CC	CURB CUT	LS	LUMP SUM	SAN	SANITARY
CDOT	COLORADO DEPARTMENT OF TRANSPORTATION	LTA	LANDSCAPED AREA	SB	SOUTH BOUND
CDPHE	COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT	LT	LIGHT POLE	SCF	SEDIMENT CONTROL FENCE
CF	CUBIC FEET	LTB	LIME TREATED BASE	SD	STORM DRAIN
CF3	CUBIC FEET PER SECOND	LUM	LUMINARY	SDR	STANDARD DIMENSION RATIO
CG	CURB AND GUTTER	M	METERS	SE	SOUTHEAST
CL	CENTER IN PLACE	MAT'L	MATERIAL	SECT	SECTION
CIP	CENTERLINE	MAX	MAXIMUM	SECT	SECTION
CLMR	CONDITIONAL LETTER OF MAP REVISION	MH	MANHOLE	SHLDR	SHOULDER
CMP	CORRUGATED METAL PIPE	MHT	METHOD OF HANDLING TRAFFIC	SL	SANITARY SEWER LINE
CMU	CONCRETE MASONRY UNIT	MIN	MINIMUM	SMH	SANITARY SEWER MANHOLE
CO	CONCRETE	MISC	MISCELLANEOUS	SOD	SOIL LOSS AREA
COM	COMMUNICATIONS	MLW	MASONRY LANDSCAPE WALL	SS	SANITARY SEWER SERVICE
CONC	CONCRETE	MP	MILE POST	SSD	STOPPING SIGHT DISTANCE
CONST	CONSTRUCTION	MSE	MECHANICALLY STABILIZE EROSION	STA	STATION
CONT	CONTINUOUS	MUTCD	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES	STBK	SETBACK
COR	CORNER	MW	MONITORING WELL	SW	SIDEWALK
CPE	CORRUGATED POLYETHYLENE PIPE	N	NORTHINGS	SY	SQUARE YARDS
CSP	CORRUGATED STEEL PIPE	N/A	NOT APPLICABLE	SYM	SYMMETRICAL
CTB	CEMENT TREATED BASE	NAT	NATIVE GRASS AREA	TAN	TANGENT
CU	CUBIC	NAVD	NORTH AMERICAN VERTICAL DATUM	TBC	TOP BACK OF CURB
CY	CUBIC YARD	NB	NORTH BOUND	TBLK	THRUST BLOCK
D	DEEP	NE	NORTHEAST	TC	TOP OF CURB
DB	DEE/BELS	NEPA	NATIONAL ENVIRONMENTAL POLICY ACT	TCE	TEMPORARY CONSTRUCTION EASEMENT
DEG	DEGREES	NFPA	NATIONAL FIRE PROTECTION ASSOCIATION	TOP	TRAFFIC CONTROL PLAN
DHV	DESIGN HOUR VOLUME	NGVD	NATIONAL GEODETIC VERTICAL DATUM 1929	TELE	TELEPHONE
DIA	DIAMETER	NHS	NATIONAL HIGHWAY SYSTEM	TEMP	TEMPORARY
DIP	DUCTILE IRON PIPE	NIP	NAIL IN PLACE	TP	TOP OF PIPE
DIV	DIVISION OF WILDLIFE	NO	NUMBER	TRANS	TRANSITION
DRAIN	DRAIN	NPDES	NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM	TRFLG	TRAFFIC FLANGE OF FIRE HYDRANT
DTM	DIGITAL TERRAIN MODEL	NTP	NOTICE TO PROCEED	TW	TOP OF WALL
DWV	DRAINAGE	NTS	NOT TO SCALE	TYP	TYPICAL
E	EASTING	NW	NORTHWEST	UCTV	UNDERGROUND CABLE TELEVISION LINE
EA	EACH	O/S	OFFSET	UE	UNDERGROUND ELECTRIC LINE
EB	EAST BOUND	OC	ON CENTER	UG	UNDERGROUND GAS LINE
EL	EXISTING GRADE	OD	OUTSIDE DIAMETER	USACE	US ARMY CORPS OF ENGINEERS
ELEV	ELEVATION	OH	OVERHEAD	USGS	US GEOLOGICAL SURVEY
EOA	EDGE OF ASPHALT	OH	OVERHEAD	UT	UNDERGROUND TELEPHONE LINE
EOD	EDGE OF DRIVEWAY	OP	OUTLET PROTECTION	VC	VERTICAL CURVE
EOC	EDGE OF CONCRETE	OT	OVERHEAD TELEPHONE	VCP	VERTIFIED CLAY PIPE
EOG	EDGE OF GRAVEL	PC	POINT OF CURVATURE	VP	VALLEY PAV
EOM	EDGE OF MILLINGS	POC	POINT OF COMPOUND CURVATURE	VTG	VEHICLE TRACKING CONTROL
EP	EDGE OF PAVEMENT	PED	PEDESTRIAN	W	WIDE
EP	END PROJECT, END POINT			W/	WITH
EPA	ENVIRONMENTAL PROTECTION AGENCY			WB	WEST BOUND
ES	ELECTRIC SERVICE			WL	WATER LINE
ESMT	EASEMENT			WS	WATER SERVICE
EST	ESTIMATE			WQCD	WATER QUALITY CONTROL DIVISION
EVCE	END VERTICAL CURVE ELEVATION			WS	WATER SERVICE
EVCS	END VERTICAL CURVE STATION			WWM	WELDED WIRE MESH
EX	EXISTING			X-S	CROSS SLOPE
EXIST	EXISTING			YD	YARD
EXT	EXTERIOR				
FIA	FEDERAL AVIATION ADMINISTRATION				
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY				
FES	FLARED END SECTION				
FF	FINISHED FLOOR				
FG	FINISHED GRADE				
PH	FIRE HYDRANT				
FHWA	FEDERAL HIGHWAY ADMINISTRATION				
FL	FLOWLINE				
FW	FACE OF WALL				
FPS	FEET PER SECOND				
FRFT	FRONT FACE				
FT	FEET				
G	GAS				
G	GALLONS				
GALV	GALVANIZED				

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Subdivision  
Rifle, Colorado

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Title:

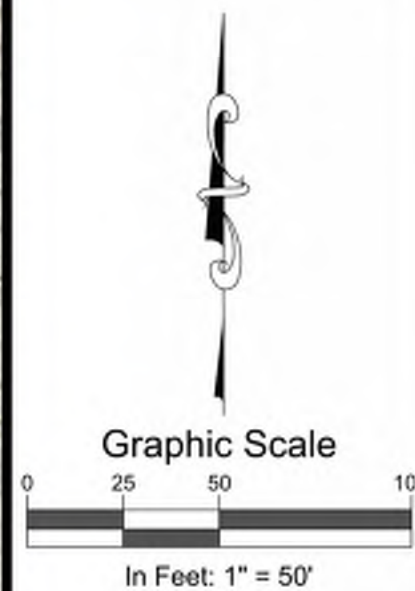
Legends &  
Abbreviations

Dwg No. **C3**









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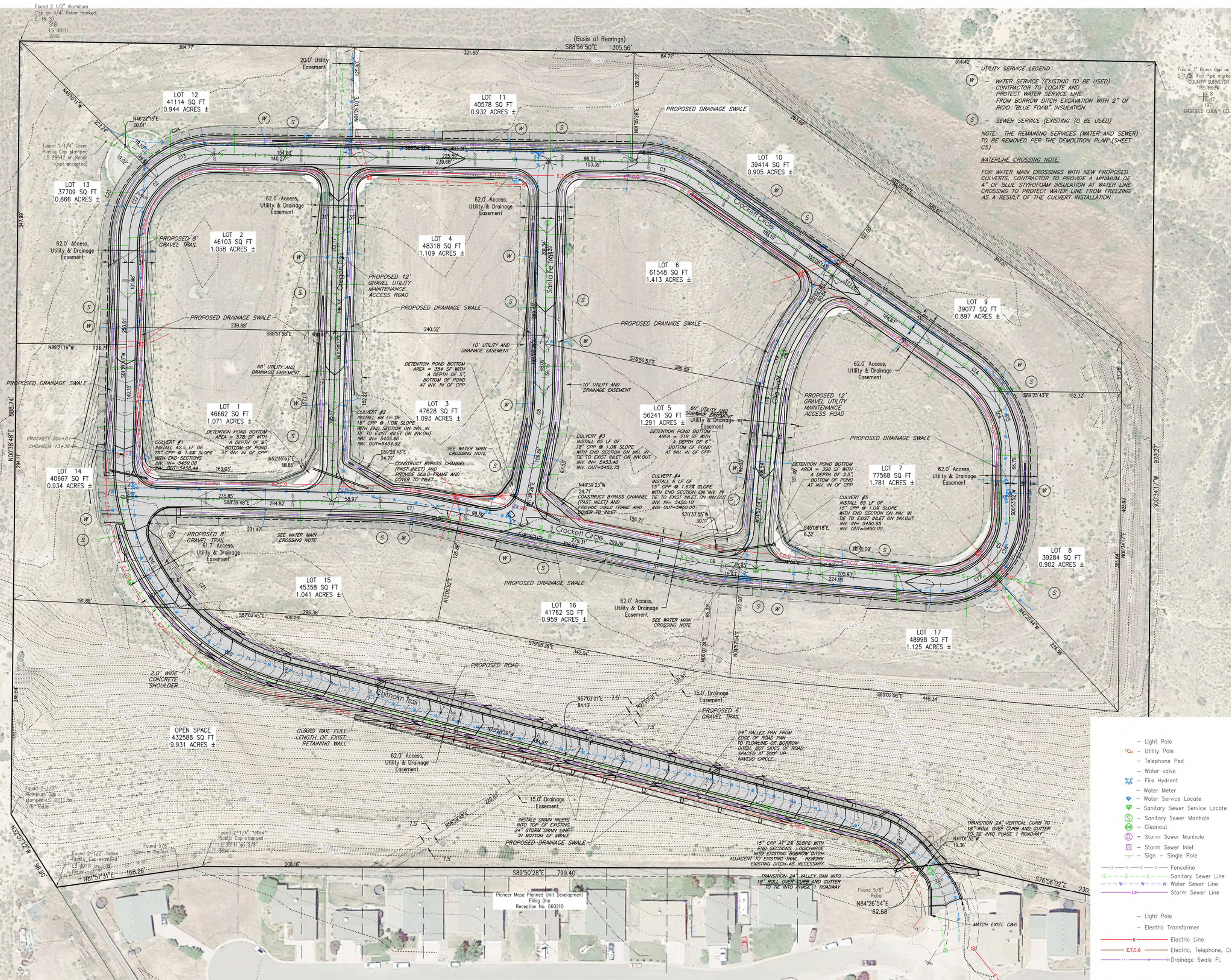
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Drawn by:	TB	
Date:	11-10-2020	
QC:	JM	PE:
File:	PM-Dem	

Title: Demo Plan

Dwg No. C5  
Of: 13



1/20/2020 10:20:34 - Pioneer Mesa Subd - 384 - Civil (P) - Sheet C6 (P) - Stationing and Platting: 1/7/2022 1:43 PM By: Jeff Simonson



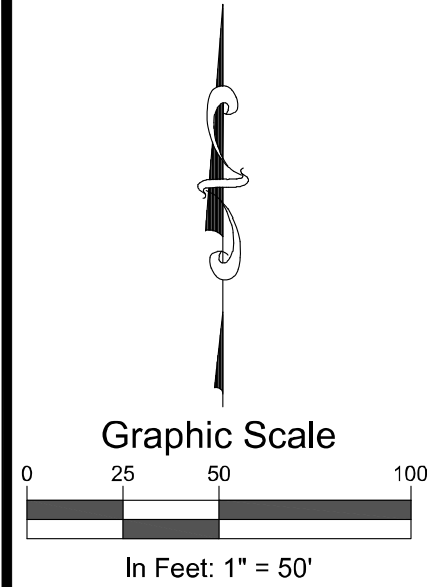
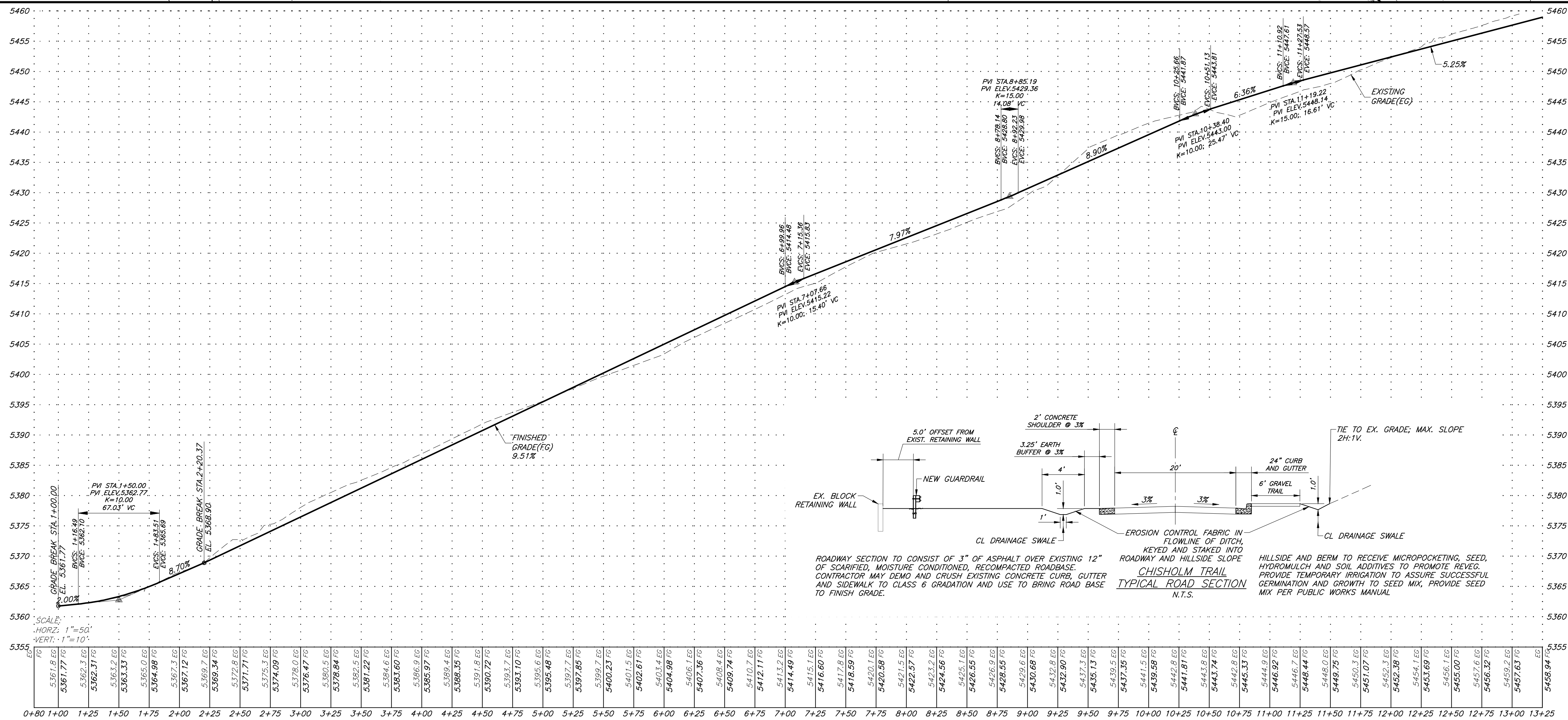
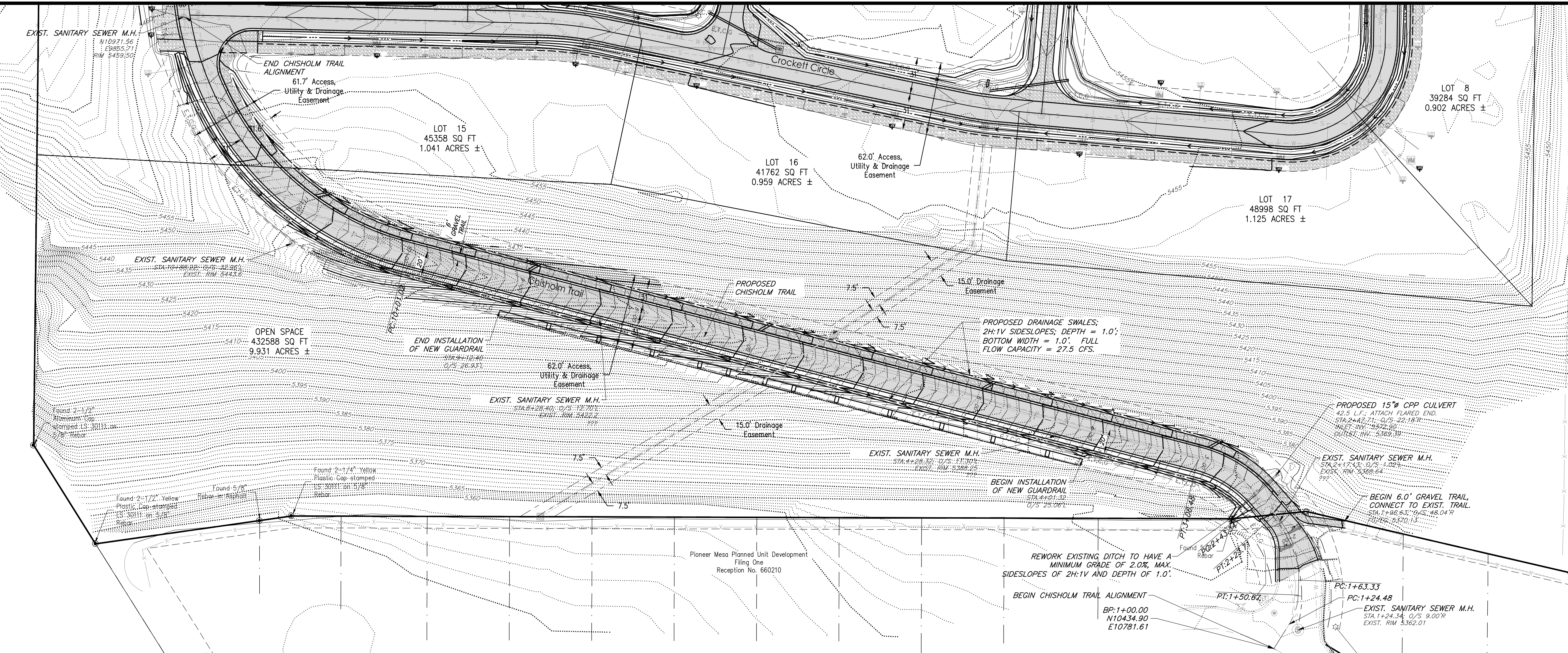
Pioneer Mesa Estates  
Subdivision  
Rifle, Colorado

Site, Drainage  
and Utility Plan

C6



6/20/2020 10:00 - 884 - Pioneer Mesa PHD 001 - Chisholm Trail Plan - Sheet Set (1) PM - Main - R&E.dwg Plot Date: 1/7/2022 1:44 PM By: Jeff Simonson



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File: PM-MainRd-P&P

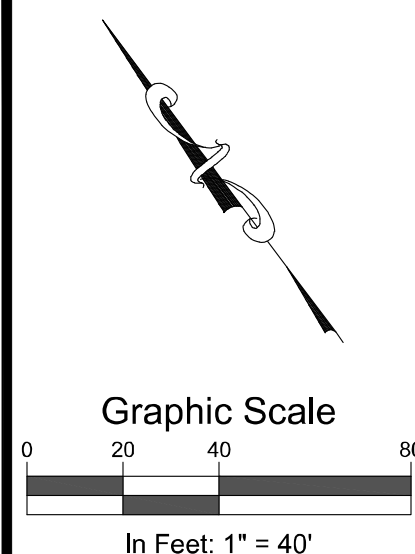
Chisholm Trail  
Plan & Profile

Dwg No. C7



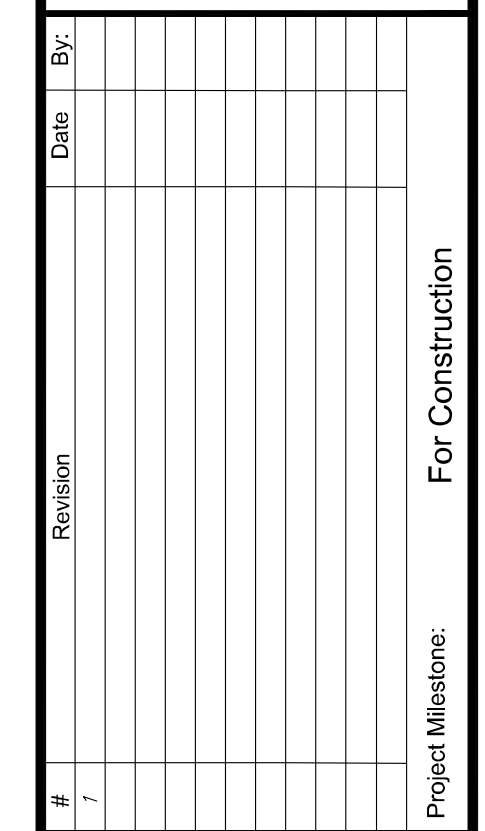






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Job No.	2020-384.001		
Drawn by:	TBS		
Date:	11-10-2020		
QC:	JM	PE:	TB
File:	PM-Navajo-P&P		

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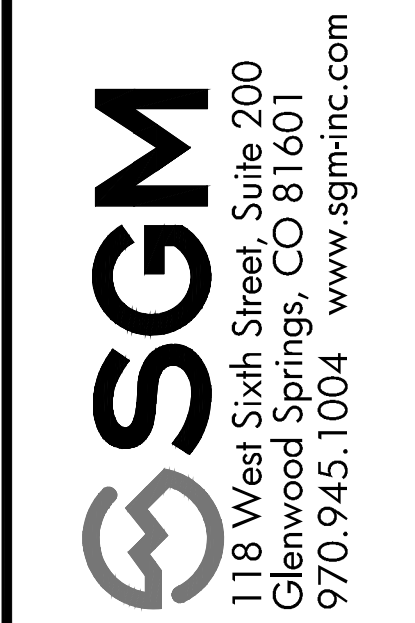
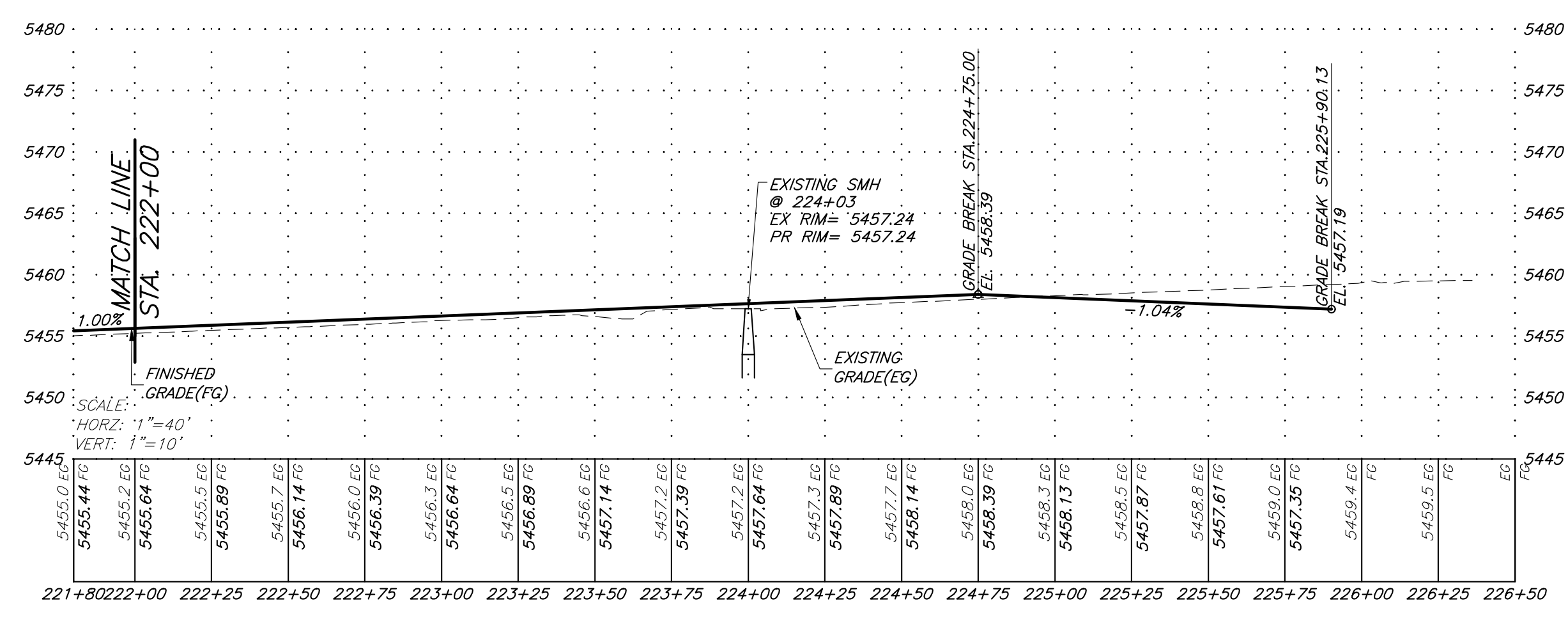
Crockett Circle  
Plan & Profile (2)

Dwg No.

C9

Of: 13

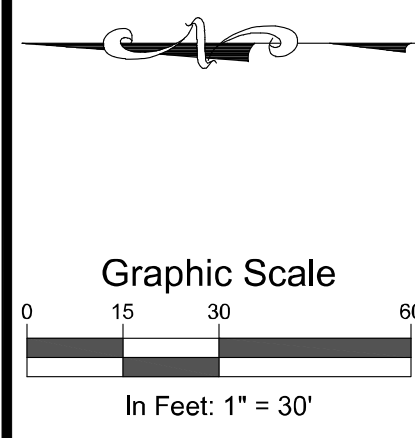


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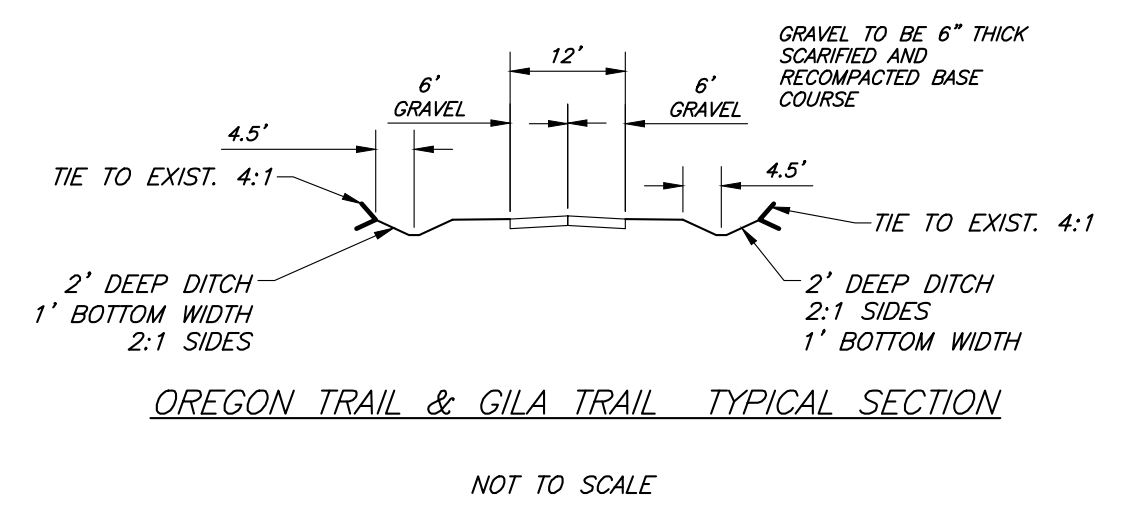






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Subdivision  
Rifle, Colorado**

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Job No.	2020-384.00		
Drawn by:	TB		
Date:	11-10-2021		
QC:	JM	PE:	TI
File:	PM-Oregon-P&		

## Oregon Trail Plan & Profile

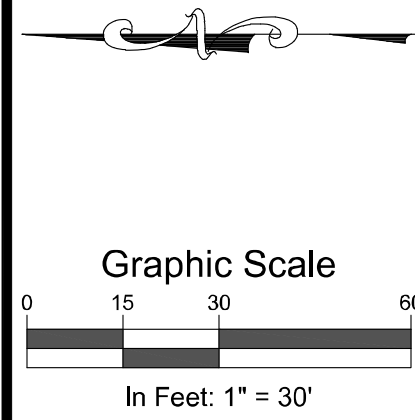
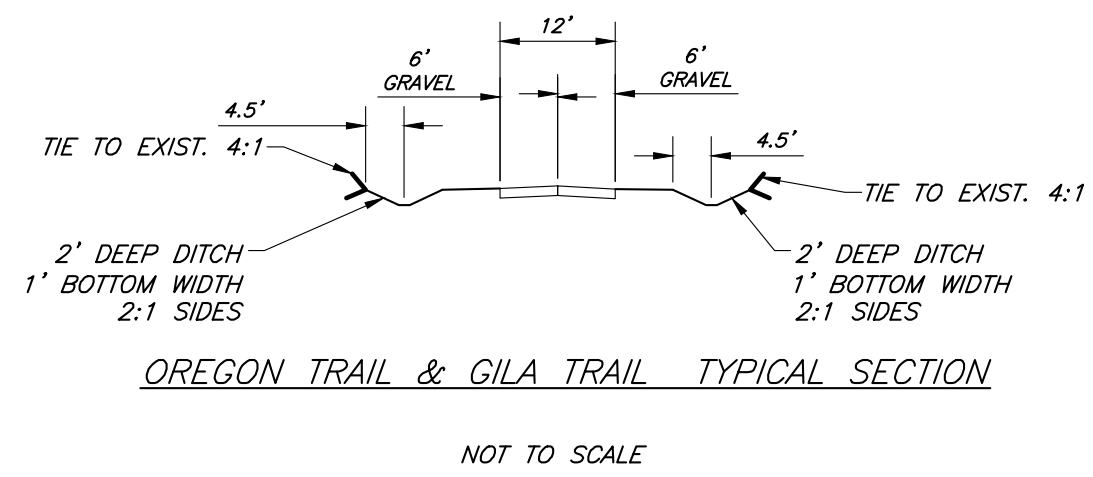
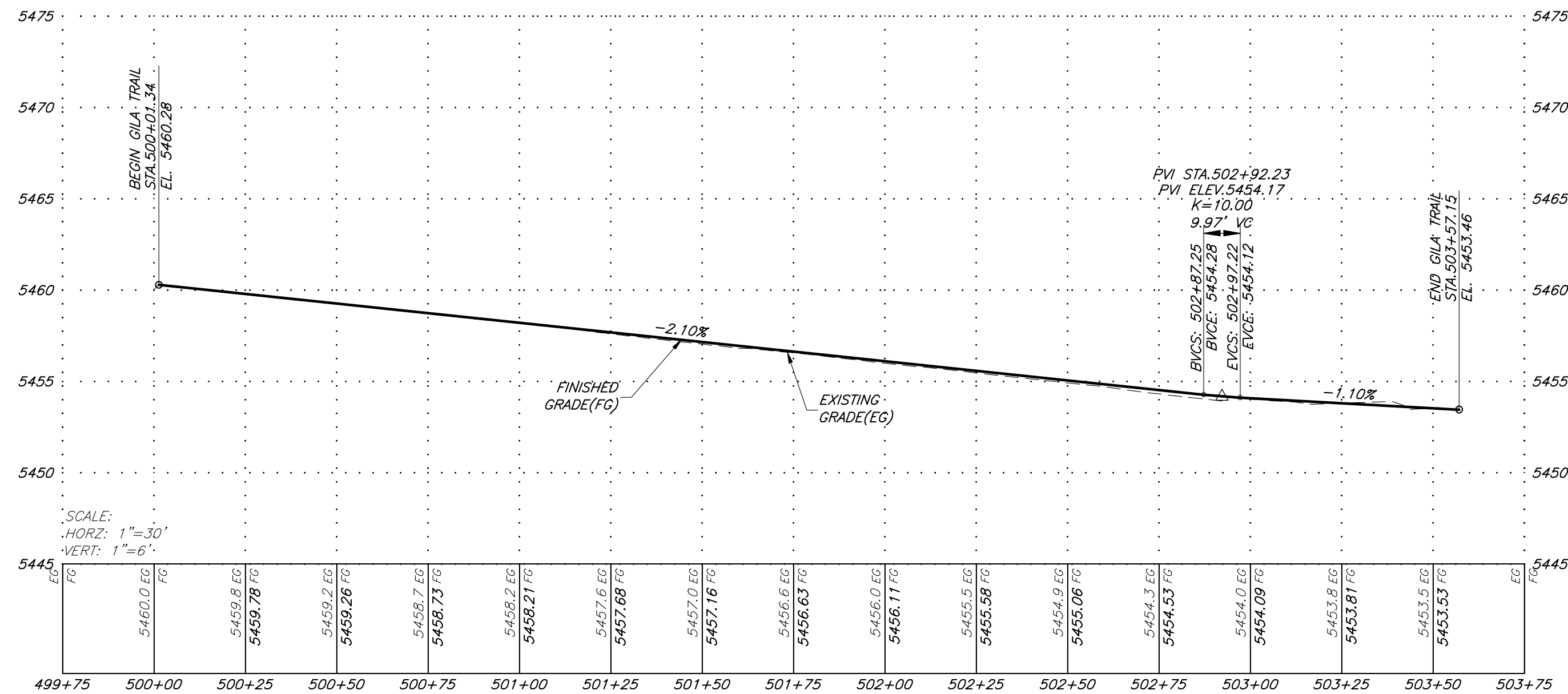
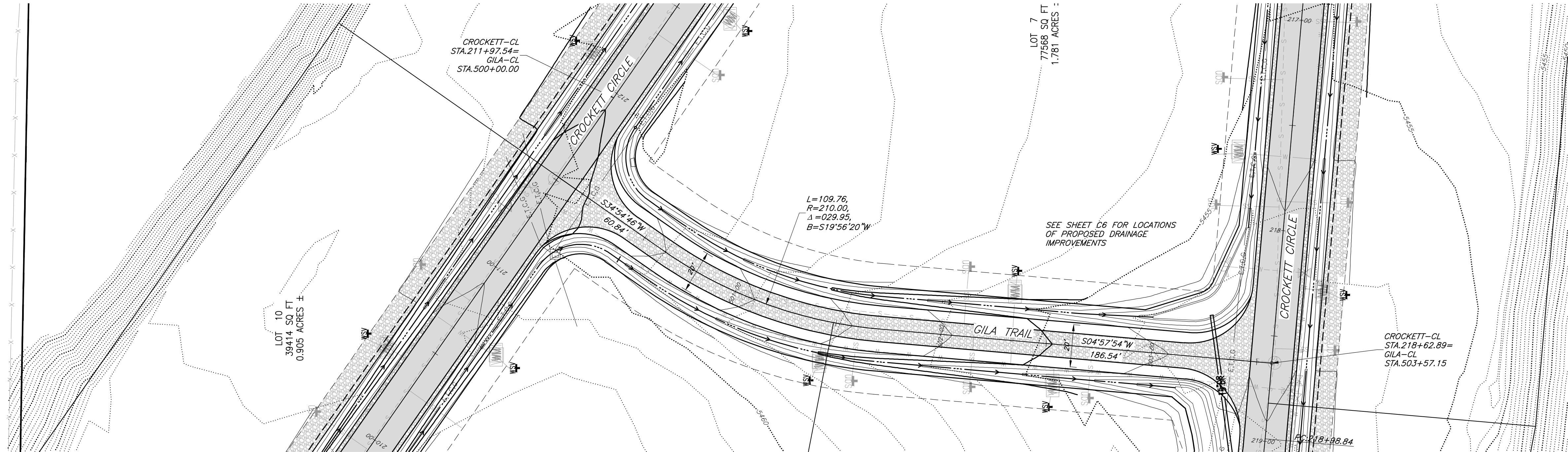
Dwg No.

**C11**

Of: 13



6/2/2020 2:02:00 - 384 - Pioneer Mesa Subdivision - Gila Trail - Civil Plan - Sheet S13 - PM - Chiam - P&P.dwg Plot Date: 1/7/2022 1:45 PM By: Jeff Simonson



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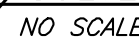
Job No. 2020-384.001  
Drawn by: TBS  
Date: 11-10-2020  
QC: JM | PE: PM-Chiam-P&P  
File: PM-Chiam-P&P

Title:  
Gila Trail Plan  
& Profile

Dwg No.  
**C13**

Of: 13



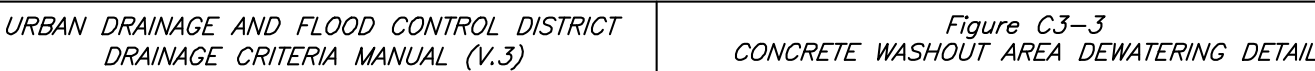
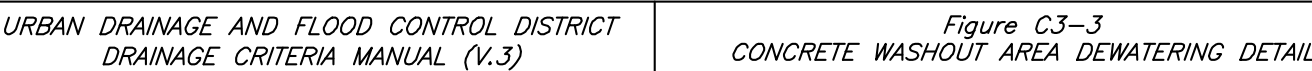


- SURFACE ROUGHENING INSTALLATION NOTES

1. SURFACE ROUGHENING SHALL BE PROVIDED ON ALL FINISHED GRADES (SLOPES AND "FLAT" AREAS) WITHIN 2 DAYS OF COMPLETION OF FINISHED GRADE (FOR AREAS NOT RECEIVING TOPSOIL) OR WITHIN 2 DAYS OF TOPSOIL PLACEMENT.
2. AREAS WHERE BUILDING FOUNDATIONS, PAVEMENT, OR SOD IS TO BE PLACED WITHIN 7-DAYS OF FINISHED GRADING DO NOT NEED TO BE SURFACE ROUGHENED.
3. DISTURBED SURFACES SHALL BE ROUGHENED USING RIPPER OR TILLING EQUIPMENT ON THE CONTOUR OR TRACKING UP AND DOWN A SLOPE USING EQUIPMENT TRACKS.

- SURFACE ROUGHENING MAINTENANCE NOTES

1. THE SWMP MANAGER SHALL INSPECT THE SURFACE ROUGHENING WEEKLY, DURING AND AFTER ANY STORM EVENT AND MAKE REPAIRS OR CLEAN OUT UPSTREAM SEDIMENT AS NECESSARY.
2. VEHICLES AND EQUIPMENT SHALL GENERALLY BE CONFINED TO ACCESS DRIVES AND SHALL NOT BE DRIVEN OVER AREAS THAT HAVE BEEN SURFACE ROUGHENED.
3. IN NON-TURF GRASS FINISHED AREAS, SEEDING AND MULCHING SHALL TAKE PLACE DIRECTLY OVER SURFACE ROUGHENED AREAS WITHOUT FIRST SMOOTHING OUT THE SURFACE.
4. IN AREAS NOT SEEDED AND MULCHED AFTER SURFACE ROUGHENING SURFACES SHALL BE MULCHED AS NECESSARY TO MAINTAIN GROOVE DEPTH AND RE-ROUGHEN OVER ANY RILL EROSION.



1. INSTALL SEE PLAN VIEW FOR GENERAL LOCATION. CONTRACTOR TO DETERMINE FINAL LOCATION OF CONSTRUCTION SITE ENTRANCE. VTC SHALL BE LOCATED AT ALL ACCESS POINTS TO PUBLIC OR PRIVATE ROADWAY CORRIDORS.
2. VTC SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITIES.
3. INSPECT VTC DAILY AND MAINTAIN IN EFFECTIVE OPERATING CONDITION. INSPECT ALL BMPs AFTER ANY PRECIPITATION EVENT, AND PERFORM NECESSARY MAINTENANCE.
4. ROCK SHALL BE REPLACED OR REGRADED TO MAINTAIN CONSISTENT DEPTH.
5. SEDIMENT TRACKED ONTO PAVED ROADS SHALL BE REMOVED THROUGHOUT THE DAY AND AT THE END OF EACH WORK DAY BY SHOVELING AND SWEEPING. SEDIMENT SHALL NOT BE DISPOSED OF INTO STORM DRAIN SYSTEM.





## Patrick Waller

---

**From:** Chris@mountaincross-eng.com  
**Sent:** Thursday, February 10, 2022 2:06 PM  
**To:** Patrick Waller  
**Subject:** RE: Engineering Report for Pioneer Mesa Retaining Wall

Patrick:

I have reviewed the provided reports concerning the MSE wall for Pioneer Mesa. There is clearly some history to the wall that is not fully known, but it is understood that the wall suffered some damage and needed repairs based on the April 23, 2008 letter from Lincoln DeVore, Inc. Additionally, a design was provided in that letter to replace the design that had been constructed. Repairs to the damaged backfill and geotextile were recommended prior to resuming wall construction with the new detail.

Sopris Engineering in their letter dated February 18, 2015 could not find documentation that the repairs were performed. Based on that uncertainty, Sopris Engineering recommended that the wall design and the wall construction be reviewed by a structural engineer prior to moving forward.

It is my opinion that the Applicant should have a structural engineer review the design and construction of the wall prior to resuming construction, per the recommendations of Sopris Engineering.

Call or email with any questions or comments.

Sincerely,  
Mountain Cross  
Engineering, Inc.  
Chris Hale, P.E.  
826 1/2 Grand Avenue  
Glenwood Springs, CO 81601  
Ph: 970.945.5544  
Fx: 970.945.5558

---

**From:** Patrick Waller <[pwaller@rifleco.org](mailto:pwaller@rifleco.org)>  
**Sent:** Wednesday, February 9, 2022 2:14 PM  
**To:** 'chris@mountaincross-eng.com' <[chris@mountaincross-eng.com](mailto:chris@mountaincross-eng.com)>  
**Cc:** Brian Prunty <[bprunty@rifleco.org](mailto:bprunty@rifleco.org)>; Craig Spaulding <[cspaulding@rifleco.org](mailto:cspaulding@rifleco.org)>  
**Subject:** Engineering Report for Pioneer Mesa Retaining Wall

Hey Chris,

Thanks for taking a look at these documents. One of these reports is a Sopris Engineering report that discusses the wall. The other is a report from Lincoln Devore. Now that I looked at it the written report from Lincoln Devore is only about 4 pages long – the remaining is calculations and design.

Let us know if you need any additional information or have any additional questions,

Patrick Waller  
*City of Rifle Planning Director*  
970-665-6499



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February 16, 2022

Mr. Patrick Waller, Planning Director  
City of Rifle  
202 Railroad Avenue  
Rifle, CO 81650

**RE: Pioneer Mesa Estates Subdivision  
Existing Retaining Wall  
Chisholm Trail**

Dear Patrick,

The purpose of this letter follows the preliminary plan review of the Pioneer Mesa Estates Subdivision and the conditions of resolving the concerns centered around the construction of the retaining wall in 2008. It also follows on the heels of phone conversations with the Public Works Director (Brian Prunty) and the City's review consultant (Chris Hale) on the process to move forward in addressing the concerns. With this letter, we have attached a previously provided Report and Retaining Wall Design prepared by Lincoln DeVore in 2008.

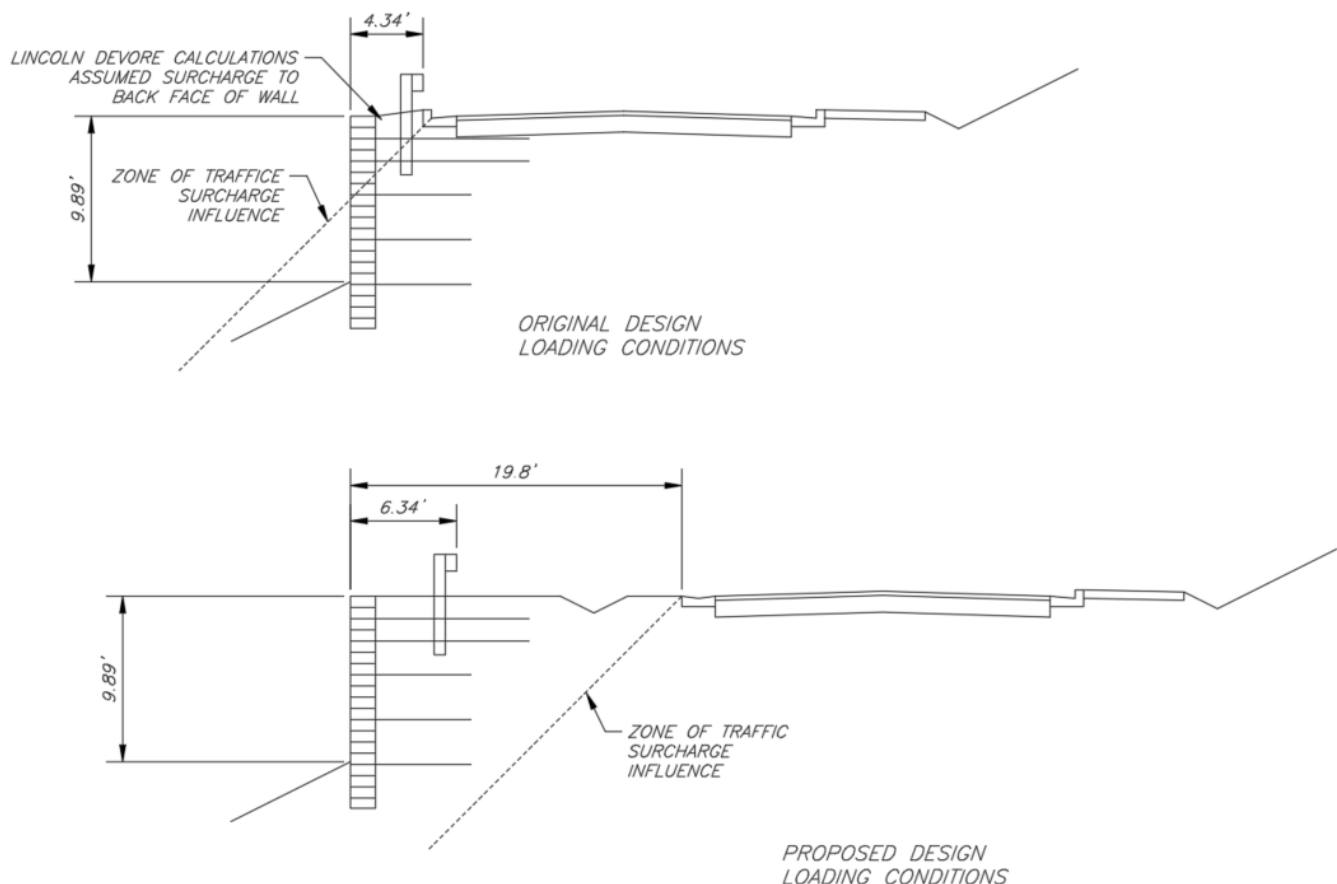
The 2008 Lincoln DeVore report centered around providing a design to the existing retaining wall as the installation of the eastern one-half of the wall was not "battered" to the requirements of the original design. Likewise, documentation supporting "special inspection" was absent. To that end, Lincoln DeVore provided a new design to evaluate the existing constructed conditions for wall heights of 12', 10', 8' and 6'. The major conclusions reached by Lincoln DeVore were that the "the wall system will be adequate for a total height of 12 feet...". Note also that the wall design did include application of a 250 psf live load (traffic surcharge) along the entire back of the wall, albeit, traffic loadings were not fully exposed to the full wall backfill due to roadway setback and guard rail placement. Thus, the actual effective surcharge as compared to the wall design analysis resulted in a "over design". Moving forward, to complete the wall constructed to the west of the storm drain, Lincoln DeVore recommended that the wall construction observation be performed and documented per the requirements stated in their report.

The disconnect that exists with the construction of the wall is that the documentation is still absent on whether or not the wall west of the storm drain was constructed and observed per the requirements of the Lincoln DeVore design and recommendations. Given such, no information exists to be able to "certify" that the entire wall was constructed per their recommendations. The only data points that exist is the fact that the wall has been performing adequately for the past 14 years since it has been constructed. From our perspective, since the wall is a "gravity" wall design, the aspect that the wall has performed adequately for this long weighs heavily to support a conclusion that the wall has been constructed in general conformance with the Lincoln DeVore design.

Relative to the new proposed roadway location of Chisholm Trail, we would note that the location of the proposed traffic surcharge is such that the 250 psf traffic surcharge can be removed from the design requirement for the wall. The closest edge of traffic is now in excess of 19' away from the face of wall versus the previous 41" (3.4'). Likewise, the proposed location of the guard rail is 60" from the face of wall versus the previous location of 36" from the face of wall. In this manner, the developer has chosen to locate the roadway such that it does not "load" the gravity wall. This, obviously, creates a further factor of safety over the original wall design and does not load



the wall any more than what the wall has experienced in the last 14 years. The following two figures compare the original design with the current proposed design for Chisholm Trail relative to the wall location.



From our discussions with Brian Prunty and Chris Hale, noting that certification of construction of the existing wall cannot be given by anyone, efforts towards verification of adequate construction can be performed. Given the foregoing, to gather an even higher level of adequate construction of the wall per the Lincoln DeVore design, we would recommend that the wall construction be verified from a “geogrid” reinforcement perspective on a spacing equal to the design height by excavating a test hole in the backfill zone to determine the existence, spacing and length of the geogrid reinforcement. This would be for the wall construction west of the drain pipe crossing location. Also, a determination of the soil backfill would be evaluated to determine the soil type. This would be performed on a 100' spacing (or change in height location). Any deficiencies in reinforcement and soil placement would be highlighted and addressed through follow up design with any repairs or mitigation techniques required to assure adequate construction is provided. Likewise, if the findings support adequate construction was originally provided, the follow up report would state such.

Given the fact that the wall has generally performed adequately without the benefit of any maintenance over the past 14 years, we anticipate the latter case that the test holes will support findings of construction to be in general conformance of the Lincoln DeVore design per their 2008 report. Likewise, it will be important to stress to the HOA



of the Pioneer Mesa Estates Subdivision that maintenance and repair of the wall for the future will be an obligation of the HOA.

Upon your receipt and review, if you have any questions, please don't hesitate to call.

Respectfully,  
**SGM**

Jefferey S. Simonson, PE  
Principal



**RETAINING WALL DESIGN  
PIONEER TRAIL**

**PIONEER MESA  
RIFLE, CO**

**Prepared For:**

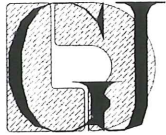
**PINNACLE HOMES  
3111 F ROAD  
GRAND JUNCTION, CO 81504**

**Prepared By:**

**GRAND JUNCTION  
LINCOLN DeVORE, INC.  
1441 Motor Street  
Grand Junction, CO 81505**

**APRIL 23, 2008**





**GRAND JUNCTION  
LINCOLN DeVORE, Inc.**  
GEOTECHNICAL ENGINEERS - GEOLOGISTS

1441 Motor Street  
Grand Junction, CO 81505

Tel: (970) 242-8968  
Fax: (970) 242-1561  
gjldem@earthlink.net

April 23, 2008

Pinnacle Homes  
3111 F Road  
Grand Junction, CO 81504

Re: Retaining Wall Design, Pioneer Trail  
Pioneer Mesa, Rifle, CO

Gentlemen:

The existing retaining wall construction, most of which is east of the storm sewer manhole, was observed by personnel of Grand Junction Lincoln Devore on March 7 and March 29, 2008. These two visits established that the wall did not have the face layback of approximately 7:1 as shown on the design but was built near vertical. The wall backfill was damaged due to stormwater/snow melt runoff erosion. The west portion of the geotextile soil reinforcing foundation units had been damaged by erosion and degradation of the geotextile fabric, and no evidence has been presented that the subsurface wall drain had a base which extended beneath the reinforced backfill. The existing subsurface wall drain appears to have been functioning properly in that evidence of flow from the drain outlets was seen, and evidence of seepage through the wall was not observed. Some areas of minor damage of the wall leveling layer was observed at some of the base elevation change steps.

As detailed in a previous letter report by Grand Junction Lincoln Devore, Guardrail and Retainage, Pioneer Trail, dated April 2, 2008, B&G Excavation had provided copies of Daily Construction Reports, Field Moisture Density Test Reports, and Worksheet for Split Gradation and Laboratory Compaction (Proctor) Graphs, which had been performed by Yea & Associates. The amount of documentation did not meet the requirements for Special Inspection as given in Paragraph 3.09, Quality Assurance of the Design Notes for the Grand Junction Lincoln DeVore Design of the MSE Retaining Walls, Pioneer Trail, Job #92683-GJ. Mr. John Troka, SGM Field Engineer, reviewed his field notes during the period covering the retaining wall construction. To quote from his e-mail, *"I have searched my files and have found three Weekly Reports covering the period of retaining wall construction. I tried to attach them to this e-mail but the header is too long and they won't attach. Basically, only one report has any detailed discussion of the construction method used on the wall. It described the method the contractor was using to fold back the geotextile fabric at the outer edge of the foundation improvement layers. I have no comments on the construction of the masonry block portion of the wall other than to say that was what they were working on."* No other field notes, observations, or photographs have been provided to indicate the existing wall had been constructed in a manner consistent with the design documents.

Personnel of Grand Junction Lincoln DeVore made detailed observations of the existing wall during the weeks of April 14 and 21, 2008. During these observations, it was determined that geotextile fabrics were present in the intervals along the block face, in reasonable conformance with the design documents. What exposures could be seen and addition probing indicated that the geotextile fabric appeared to have been placed to at least the minimum lengths behind the wall, as required by the design document and the detail for the 12.67-foot-high wall section.



Based upon the amount of erosion which had occurred behind the wall and our probing into the backfill behind the wall, it appears that backfill soils met the minimum requirements of the design, both as to type of backfill and soil compaction. It was observed that an aggregate base course (Class 6) had been placed against the wall within the first 4 feet of backfill. This Class 6 material was sampled and tested for shear strength properties. The shear strength properties were found to be better/stronger than those assumed in the original wall design. The backfill soils were also sampled and compared with information from the Yea & Associates reports. This native backfill material was also found to have characteristics which were better than those assumed for the original wall design.

Our observation of the geotextile soil reinforcing units were quite limited, but based on the exposures beneath the existing wall and the damaged elements in the west portion of the project, we have no reason to believe that these elements are insufficient. The purpose of these elements was:

- To provide stability and bearing capacity for the wall face and reinforced backfill area.
- To ensure that penetration of any old fills or original surface soft areas had been accomplished.
- To provide a base in the silty soils that would resist erosion.

As can be seen on the site after the snow melt runoff had occurred, the base units survived this extreme event.

Based upon our final site visits the weeks of April 14 and 21, 2008, we have determined the existing construction appears to be in substantial conformance with the design except for the actual documentation by Special Inspection and the construction of the wall face in a near vertical manner. After performing calculations on the existing wall, assuming a vertical face, the lack of a drain zone beneath the reinforced backfill, and accounting for the higher shear strength of the Class 6 backfill but not assuming a higher strength for the native backfill soils, the wall system will be adequate for a total height of 12 feet and for a total length of 5 feet. It must be noted that the wall face above the gravel leveling layer must not exceed 12 feet unless the blocks which are higher have absolutely no backfill. This design also incorporates a limitation within the computer program SRWall in that the heavy traffic loading of 250 psf is applied across the entire backfill surface, while in reality the high surcharge ends at the face of the concrete curb, which is 41 inches from the back of the wall and represents a significant load reduction regarding the wall stability and the method of computation. The variable height of this wall, due to the steps along the wall base and the inclination of the road surface, provides the wall height seldom exceeds 10 feet and then only for short distances. As the existing wall was constructed using the reinforcement lengths for the 12.67-foot-high wall, regardless of the actual wall face height, the majority of the existing wall is "over-designed."

The only items of apparent concern in the output from the SRWall computer program is the FOS connection (peak) and connection (deformation) for the bottom reinforcing element given in the Results of Facing Stability Analysis on page 5. Our observations of the existing bottom connection at the east end of the wall, coupled with minor probing at wall steps and exposed areas at the storm sewer manhole, indicate the principle reason for large decreases in available geogrid strength and potential deformation at or near the wall connection, does not appear to be present on this project. The geogrid exposed and probed does not exhibit excessive sagging immediately back from the block face, usually due to settlement of lightly compacted backfill soils. The use of the Class 6 base course, the gradation and angular characteristics of this base course, and the amount of compaction which appears to have been applied, has apparently resulted in a near straight geogrid alignment from the wall connection out into the reinforced mass. This has resulted in a better construction than is normally assumed for this particular detail. In my opinion,



the amount of strength reduction utilized in the SRWall program for the connection at the block wall is not warranted at this lower level. As the backfill height increases, the amount of geotextile deformation will probably increase due to some settlement of the backfill soils against the block, which will justify the normal grid strength reductions at the connections.

The redesign of the wall was occasioned by the existing wall being constructed with an essentially vertical face instead of the originally designed wall inclination of approximately 7-1/2 degrees (1-inch setback for each wall-facing block for increasing height). In addition, the backfill material used against the wall, a -3/4 inch aggregate base course (CDOT Class 6), was sampled for direct shear testing to determine the "friction angle and cohesion." Additional detail in the upper 2 to 3 feet of the wall and retained soil section was occasioned due to the requirement of a guardrail system. The guardrail system shown on this design is the Type 3 Rail with Steel Post and Blocking, with specific details on the CDOT Staff Bridge Branch Sheets B-504-B1 through B-3, Block/Panel Facing MSE Wall Without Shoring, Type 3 Rail or Sidewalk Post, last revision 3/07. The computations required on these design sheets have been provided in the Appendix of this letter report.

Edward M. Morris, P.E., of Grand Junction Lincoln DeVore has completed a revised design for the MSE Retaining Wall for Pioneer Trail. This revised drawing is based upon the condition of the as-built east portion of the wall, in-place conditions, backfill materials which have been utilized, field cross-sections surveyed by QED, and our observations and probings of the existing constructed retaining wall section. The revised drawing, MSE-1, dated April 24, 2008, has a detailed section for a 12-foot-high wall, with less detailed sections for 10-foot, 8-foot, and 6-foot-high walls. Included with this letter report and the MSE Retaining Wall Design are the printed computer output from the program SRWall, Version 3.22, April 2002.

The repair of the existing wall backfill must be done in lifts, properly supporting the exposed geogrid layers by compacted backfill, which has been tested to ensure that project specifications have been met. This repair must be undertaken utilizing Special Inspection as detailed on the MSE Retaining Wall Design Sheet. The design engineer, the subdivision owner, and the City of Rifle will expect proper daily reports and inspection test reports that will indicate the wall reconstruction has resulted in the new work being in reasonable conformance with the requirements given in the design notes. A photographic record is oftentimes useful in confirming that geogrid elements have been properly placed. The final 2 to 3 feet of the wall backfill must conform to the sections given on the design document.

Construction of the new wall generally west of the storm sewer piping can proceed only after the geotextile soil reinforcing units have been properly repaired. The geotextile has been shredded along much of the exposed base units. Repair can proceed by some material removal, lapping of geotextile under the existing fabric piece (at least 1 foot, 12 inches lapping), and the face unit reconstructed to obtain the correct profile for each element. Careful attention to the details and dimensions on the Foundation Design will be required. After the geotextile soil reinforcing units have been properly repaired and confirmed by the special inspection, construction of the new wall can proceed.

It is very important that the upper geogrid layers in both the existing, repaired wall and the western new wall be placed in accordance with the MSE Retaining Wall Design Sheet. The upper two geogrid layers must be straight beneath the road concrete curb section, properly extend under the road section, and may actually be incorporated into the Class 6 portion of the road section. These upper geogrid layers are essential to proper guardrail installation and performance. It is noted that the top three courses of wall facing block are to be reinforced with a single #4



Pinnacle Homes  
Retaining Wall Design, Pioneer Trail  
Pioneer Mesa, Rifle, CO  
April 23, 2008

Page 4

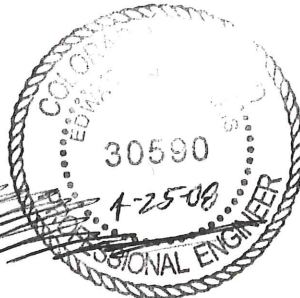
bar placed in each major cavity of the block (two bars per block), the bar be continuous through the 2-foot wall section (three blocks), and the bars be properly enclosed with a grout or carefully placed concrete mix, which completely fills the cavities of the top three facing blocks. In some instances, due to stepping of the wall top, it is probably appropriate the upper four blocks be reinforced and grouted for 1 to 2 feet of wall. The top of the reinforcing bars and the finished grout should be slightly below the top finished surface of the blocks so that the cap piece can be properly installed.

It is believed that all pertinent points have been addressed. If any further questions arise regarding this project, or if we can be of any further assistance, please do not hesitate to contact this office at any time.

Respectfully submitted,

GRAND JUNCTION  
LINCOLN DeVORE, INC.

  
by: Edward M. Morris, P.E.  
Principal Engineer



GJLD Job No. 92869-GJ



May 19, 2008

Mr. Gary Harper  
Pinnacle Homes  
3111 F Road  
Grand Junction, Colorado 81504

**RE: Pioneer Mesa Retaining Wall Design  
and Pioneer Way Proposed Construction**

Dear Gary,

First, let me thank you for providing us a copy of your most recent design prepared by both Grand Junction Lincoln DeVore (GJLD) and QED Surveys for the wall and road design for Pioneer Way to be constructed with the second filing of Pioneer Mesa Subdivision. The information received to this office is noted as follows:

1. An April 23, 2008 report and design of the MSE wall design prepared by GJLD containing a design letter/report, Wall Design sections/construction notes, guardrail computations and MSE wall computations.
2. Drawings prepared by QED as sealed by Les Wood on May 6, 2008. The drawings provided were sheets 4, 4a, 6, 6a-6d, 14, 14a, 22, 23, 25 and 2 of 2 of the Final Plat.

Based upon our review of the afore-mentioned information, please note the following:

1. A tracking pad between Phase 1 and Phase 2 construction will need to be installed.
2. The seed mix for the revegetation still needs to be provided somewhere on the drawings or at least provided to the City in a "submittal" form that the City's inspector can confirm proper installation.
3. The revegetated slopes will need to have a temporary irrigation system to irrigate the seed placed on the slopes until at least 70% coverage is established and desired vegetal growth matured.
4. The Road Plan View (sheet 4) needs to reflect the proposed CDOT Type D inlet.
5. The CDOT Type D inlet proposed to be installed near station 5+50 between the 5 foot retaining wall and the back of the emergency access road does appear to fit between the two facilities. Given the standard dimension of the CDOT Type D inlet and the distance provided, the 6' necessary to install the inlet and provide for the proper slopes from wall to inlet and road shoulder to inlet are not provided. We would request that the design be modified and detailed to assure that the proper installation can be performed. In addition, we would request that the inlet grate be pedestrian and bicycle friendly.

6. For the 12" deep borrow ditch that is proposed to exist between the wall and the emergency access road, the ditch will need to be erosion protected to assure that no loss of either bearing soils for the wall is experienced nor any loss of shoulder to the emergency access road is experienced. Possible options that we would recommend would be properly installed erosion control mat, rip rap, concrete paving, or more frequent and proper installation/maintenance of stop log dams (until vegetation matures). To minimize maintenance, the City's preference would be utilization of concrete paving, erosion control mat or rip rap.

We look forward to receiving drawings that address each of the 6 concerns stated above. Upon your receipt and review, if you have any questions, please don't hesitate to call.

Respectfully,

SCHMUESER GORDON MEYER, INC.

  
Jeffrey S. Simonson, P.E.

Cc: Matt Sturgeon  
Jim Neu  
Charlie Stevens  
Dick Deussen  
John Hiler

I:\1999\99055A\240\corresp\May 19 2008 letter to gary.doc

*Laurence DeKoning - balen@cc-ccm*



## DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6491



March 9, 2022

John Kuersten  
PO Box 1530  
13 Powerline Road  
Rifle, CO 81650

Re: Final Plat Review – Pioneer Mesa Filing 2

After reviewing the above referenced Final Plat, Rifle City Planning has the following comments:

1. The response to Mountain Cross Engineering's comments indicated that a Plat Note would be included indicating that based on water pressure, booster pumps may be needed. Please add this Plat Note to the Final Plat.
2. Per the Preliminary Plan approval, please include a Plat Note indicating the requirement for engineered foundations.
3. Replace the City Engineer certificate with a certificate for the Public Works Director.
4. Update the Plat to include names and addresses of Mineral Owners on the property.
5. Add a Certificate of Approval for Xcel Energy.
6. Update the Title Commitment reference on the Plat to reference the most recent Title Commitment.
7. The applicant shall update Plat Note No. 4 to explicitly reference that this study is required prior to the issuance of a Building Permit.
8. The applicant shall provide verification that the Open Space parcel identified on the Plat is the correct acreage.

Please let me know if you have any questions,

Patrick Waller  
Planning Director  
[pwaller@rifleco.org](mailto:pwaller@rifleco.org)  
970-665-6499





**Agenda Item #8.a.i.**

**Agenda Item Name:**

Request to Rezone Pioneer Mesa Filing 2 from LDR-PUD to Estates Zone-PUD - Ordinance No. 1, Series of 2022 - 1st Reading

**Presenter:**

Patrick Waller, Planning Director

**Item Description:**

Request to Rezone Pioneer Mesa Filing 2 from LDR - PUD to Estates Zone PUD

**Recommended Action:**

Move to Approve Ordinance No. 1, Series of 2022, on first reading as presented, and order it to be published as required by Charter.

**Fiscal Impact:**

N/A

**Operational Impact:**

Water and Sewer lines are already in place for the subdivision, but will need to be brought up to City of Rifle standards . The access road to the subdivision will be privately maintained.

**Prior Board Motions:**

None

**Background Information:**

The property known as Pioneer Mesa was annexed in 2003 and zoned Low Density Residential – Planned Unit Development (LDR-PUD). The original sketch plan approval was for a total of 112 residential lots with accompanying open space, trails, and an improved park.

Pioneer Mesa Filing 1 was recorded in 2004. It consists of 35 lots on the lower of the two benches of the subdivision. It also includes a privately maintained park space, which doubles as a drainage facility. A HOA-owned trail was built around the outside of the original subdivision but its condition has deteriorated over the years.

In 2008 the original developer, without the permission of the City or any preliminary plan approvals for Filing 2, began work on the infrastructure for Filing 2 on the upper bench of the subdivision, including roughing in the access road that climbs the hill, constructing a retaining wall, installing underground utilities (not connected to the system), and pouring curbs/sidewalks.



**Executive Summary:**

The applicant requests approval of a Final Plan and Rezoning to subdivide approximately 28.76 acres into 17 single-family estate lots. The Preliminary/Sketch Plan/Rezoning was approved by Planning Commission on May 25, 2021, with a Condition of Approval that the Final Plan be reviewed by Planning Commission, prior to the City Council review. Planning Commission recommended approval of the Final Plan to City Council at the January 25th meeting. This item is regarding the rezoning of the property.

**Notification Requirements:**

The Rezoning request required notice to be provided to property owners within 200' via certified mail (return receipt requested), published in the newspaper, and posted on the site.

**Prepared By:**

Patrick Waller, Planning Director

**Attachments:**

1. Ordinance No. 1-Pioneer Mesa Filing 2 Rezoning

**CITY OF RIFLE, COLORADO  
ORDINANCE NO. 1  
SERIES OF 2022**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, REZONING  
PIONEER MESA SUBDIVISION, FILING 2 FROM LOW DENSITY  
RESIDENTIAL PLANNED UNIT DEVELOPMENT (LDR-PUD) TO ESTATE  
ZONE DISTRICT PLANNED UNIT DEVELOPMENT (EZ-PUD).

WHEREAS, the owner of certain real property known as Pioneer Mesa Subdivision, Filing 2 described as Exhibit A attached hereto and incorporated herein by this reference (hereinafter the "Property") applied to the City to rezone the Property from Low Density Residential Planned Unit Development (LDR-PUD) to Estate Zone District Planned Unit Development (EZ-PUD); and

WHEREAS, on May 25, 2021, the City of Rifle Planning Commission considered the application for rezoning the Property and recommended that the City Council rezone the Property Estate Zone District Planned Unit Development (EZ-PUD); 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 the City Council now wishes to rezone the Property.

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

1. The aforementioned recitals are hereby fully incorporated herein as if set forth in full.

2. The Property described on Exhibit A is hereby rezoned to Estate Zone District Planned Unit Development (EZ-PUD) with the building restrictions and requirements as set forth on the Final Plat for Pioneer Mesa Subdivision, Filing 2 recorded with the Garfield County Clerk and Recorder as Reception No. _____.

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 Section 16-3-20, shall cause a printed copy of the amendment to the City Zone District Map to be made, which shall be dated and signed by the Mayor and attested to by the City Clerk, and which shall bear the seal of the City. The amended map shall include the number of this Ordinance. The signed original printed copy of the Zoning Map shall be filed with the City Clerk. The Clerk shall also record a certified copy of this Ordinance with the Garfield County Clerk and Recorder. The City staff is further directed to comply with all provisions of the Rifle Land Use Regulations, RMC Section 16-1-10 *et seq.*, to implement the provisions of this Ordinance.

INTRODUCED on March 16, 2022 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 April 6, 2022, passed without amendment, approved, and ordered published in full as required by the Charter.

DATED this _____ day of _____, 2022.

CITY OF RIFLE, COLORADO

BY _____  
Mayor

ATTEST:

_____  
City Clerk

**EXHIBIT A**

A PARCEL OF LAND SITUATED IN SECTION 18, TOWNSHIP 6 SOUTH, RANGE 93 WEST, OF THE 6TH P.M., CITY OF RIFLE, COUNTY OF GARFIELD, COLORADO BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH PRINCIPAL MERIDIAN AND CONSIDERING THE NORTH LINE OF THE NE 1/4 TO BEAR NORTH 88°56'50" WEST OF ALL BEARINGS CONTAINED HEREIN TO BE RELATIVE THERETO:

THENCE SOUTH 00°34'17" WEST 1331.16 FEET ALONG THE EAST LINE OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH P.M. TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE FOR SECOND STREET; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE FOR SECOND STREET THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 79.29 FEET, WITH A RADIUS OF 470.00 FEET, AND WHOSE CHORD BEARS SOUTH 88°19'47" WEST 79.20 FEET;
  2. THENCE NORTH 86°50'14" WEST 358.40 FEET;
  3. THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 191.20 FEET, WITH A RADIUS OF 385.04 FEET, AND WHOSE CHORD BEARS SOUTH 78°56'14" WEST 189.24 FEET;
  4. THENCE SOUTH 64°42'49" WEST 175.19 FEET;
  5. THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 159.18 FEET, WITH A RADIUS OF 608.04 FEET, AND WHOSE CHORD BEARS SOUTH 72°12'49" WEST 158.73 FEET;
  6. THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 98.52 FEET, WITH A RADIUS OF 261.79 FEET, AND WHOSE CHORD BEARS NORTH 89°30'15" WEST 97.94 FEET;
- THENCE NORTH 00°38'48" EAST 171.57 FEET;  
THENCE NORTH 32°07'12" WEST 514.98 FEET;  
THENCE NORTH 00°38'48" EAST 888.74 FEET;  
THENCE SOUTH 88°56'50" EAST 1305.56 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION THEREOF INCLUDED IN PIONEER MESA PLANNED UNIT DEVELOPMENT FILING NO. ONE RECORDED SEPTEMBER 22, 2004 AS RECEPTION NO. 660210.

IN THE CITY OF RIFLE  
COUNTY OF GARFIELD  
STATE OF COLORADO





**Agenda Item #8.a.ii.**

**Agenda Item Name:**

Consider Approval of Final Plan for Pioneer Mesa Filing 2 - Ordinance No. 2, Series of 2022 - 1st Reading and Subdivision Improvement Agreement

**Presenter:**

Patrick Waller, Planning Director

**Item Description:**

Consider approval of Final Plan for Pioneer Mesa Filing 2

**Recommended Action:**

Move to Approve Ordinance No. 2, Series of 2022, on first reading as presented, and order it to be published as required by Charter, as well as the Subdivision Improvement Agreement

**Fiscal Impact:**

N/A

**Operational Impact:**

Water and Sewer lines are already in place for the subdivision, but will need to be brought up to City of Rifle standards. The access road to the subdivision will be privately maintained.

**Prior Board Motions:**

None

**Background Information:**

The property known as Pioneer Mesa was annexed in 2003 and zoned Low Density Residential – Planned Unit Development (LDR-PUD). The original sketch plan approval was for a total of 112 residential lots with accompanying open space, trails, and an improved park.

Pioneer Mesa Filing 1 was recorded in 2004. It consists of 35 lots on the lower of the two benches of the subdivision. It also includes a privately maintained park space, which doubles as a drainage facility. A HOA-owned trail was built around the outside of the original subdivision but its condition has deteriorated over the years.

In 2008 the original developer, without the permission of the City or any preliminary plan approvals for Filing 2, began work on the infrastructure for Filing 2 on the upper bench of the subdivision, including roughing in the access road that climbs the hill, constructing a retaining wall, installing underground utilities (not connected to the system), and pouring curbs/sidewalks.

**Executive Summary:**

The applicant requests approval of a Final Plan and Rezoning to subdivide approximately 28.76 acres into 17 single-family estate lots. The Preliminary/Sketch Plan/Rezoning was approved by Planning Commission on May 25, 2021, with a Condition of Approval that the Final Plan be reviewed by Planning Commission, prior to the City Council review. Planning Commission recommended approval of the Final Plan to City Council at the January 25th meeting. This item is regarding the Final Plan review.

**Notification Requirements:**

Notice was accomplished by listing the item on the City Council Agenda.

**Prepared By:**

Patrick Waller, Planning Director

**Attachments:**

1. Ordinance No. 2-Pioneer Mesa Subdivision-Filing 2
2. Pioneer Mesa SIA



**CITY OF RIFLE, COLORADO  
ORDINANCE NO. 2  
SERIES OF 2022**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, APPROVING A  
FINAL SUBDIVISION PLAN AND FINAL SUBDIVISION PLAT FOR  
PIONEER MESA SUBDIVISION, FILING 2

WHEREAS, in 2021, there was filed with the Rifle Planning Department an application for combined Sketch/Preliminary Plan approval for subdivision of property owned by Pioneer Mesa LandCo, LLC, (hereinafter “Developer”), which property is known as Pioneer Mesa Subdivision, Filing 2 and legally described on Exhibit A attached hereto and incorporated herein by this reference (hereinafter the “Property”); and

WHEREAS, on May 25, 2021, after a duly-noticed public hearing, the City of Rifle Planning Commission approved a combined Sketch/Preliminary Plan for the Property; and

WHEREAS, on January 31, 2022, the City of Rifle Planning Commission recommended to City Council an approval a Final Subdivision Plan and Final Subdivision Plat for the Property; and

WHEREAS, on March 16, 2022 and April 6, 2022, 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 (“SIA”) which SIA is 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 Pioneer Mesa Subdivision, Filing 2, proposing development of 17 single family homes, is hereby approved subject to the conditions contained in the Rifle Planning Department staff report provided to the City Council and the SIA.
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 and SIA for the Property by signing the Final Plat and SIA. A true and correct copy of the Final Plat and SIA 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 and the original of this Ordinance in the Office of the City Clerk.

6. The City Clerk is hereby further directed to record this Ordinance, the Final Plat, 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 Phase 1 of 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 March 16, 2022, 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 April 6, 2022, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this _____ of _____, 2022.

CITY OF RIFLE, COLORADO

BY: _____  
Mayor

ATTEST:

_____  
City Clerk



**EXHIBIT A**

A PARCEL OF LAND SITUATED IN SECTION 18, TOWNSHIP 6 SOUTH, RANGE 93 WEST, OF THE 6TH P.M., CITY OF RIFLE, COUNTY OF GARFIELD, COLORADO BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH PRINCIPAL MERIDIAN AND CONSIDERING THE NORTH LINE OF THE NE 1/4 TO BEAR NORTH 88°56'50" WEST OF ALL BEARINGS CONTAINED HEREIN TO BE RELATIVE THERETO:

THENCE SOUTH 00°34'17" WEST 1331.16 FEET ALONG THE EAST LINE OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH P.M. TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE FOR SECOND STREET; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE FOR SECOND STREET THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 79.29 FEET, WITH A RADIUS OF 470.00 FEET, AND WHOSE CHORD BEARS SOUTH 88°19'47" WEST 79.20 FEET;
  2. THENCE NORTH 86°50'14" WEST 358.40 FEET;
  3. THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 191.20 FEET, WITH A RADIUS OF 385.04 FEET, AND WHOSE CHORD BEARS SOUTH 78°56'14" WEST 189.24 FEET;
  4. THENCE SOUTH 64°42'49" WEST 175.19 FEET;
  5. THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 159.18 FEET, WITH A RADIUS OF 608.04 FEET, AND WHOSE CHORD BEARS SOUTH 72°12'49" WEST 158.73 FEET;
  6. THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 98.52 FEET, WITH A RADIUS OF 261.79 FEET, AND WHOSE CHORD BEARS NORTH 89°30'15" WEST 97.94 FEET;
- THENCE NORTH 00°38'48" EAST 171.57 FEET;  
THENCE NORTH 32°07'12" WEST 514.98 FEET;  
THENCE NORTH 00°38'48" EAST 888.74 FEET;  
THENCE SOUTH 88°56'50" EAST 1305.56 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION THEREOF INCLUDED IN PIONEER MESA PLANNED UNIT DEVELOPMENT FILING NO. ONE RECORDED SEPTEMBER 22, 2004 AS RECEPTION NO. 660210.

IN THE CITY OF RIFLE  
COUNTY OF GARFIELD  
STATE OF COLORADO

**SITE SPECIFIC DEVELOPMENT PLAN AND  
SUBDIVISION IMPROVEMENTS AGREEMENT**

**PIONEER MESA SUBDIVISION  
FILING 2 AND 3  
(COMBINED AS FILING 2)**

THIS AGREEMENT made this ____ day of _____, 2022, by and between the CITY OF RIFLE, COLORADO, a home-rule municipality (hereinafter "City") and PIONEER MESA LANDCO, LLC, a Colorado limited liability company (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, which property is to be known as Pioneer Mesa Subdivision, Filing 2 and is further described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter the "Property" or "Filing 2"); and

WHEREAS, Developer's predecessor in interest, PM, LLC, and the City entered into an Annexation Agreement dated August 20, 2003, which is recorded in the Office of the Clerk and Recorder of Garfield County, as Reception No.639718, which Agreement is incorporated herein by this reference.

WHEREAS, on February 18, 2004 and March 3, 2004, the City Council of the City of Rifle, after holding all necessary public hearings, approved by appropriate ordinance a Final Plat and Final Subdivision Plan for the Pioneer Mesa Subdivision, which Ordinance No. 3, Series of 2004, which is recorded as Reception No. 660209 in the Office of the Garfield County Clerk and Recorder; and

WHEREAS, on September 16, 2004, the Rifle City Council and PIONEER MESA, LLC, the entity which took ownership from PM, LLC, entered into a Site Specific Development Plan and Subdivision Improvements Agreement for Pioneer Mesa, Filing One ("Filing 1 SIA"), which is recorded as Reception No. 660211 in the Office of the Garfield County Clerk and Recorder; and

WHEREAS, Ordinance No. 3, Series of 2004 states that the Pioneer Mesa Subdivision is intended to be developed in three (3) phases, with a separate subdivision improvements agreement and performance guarantee to be executed prior to the recording of the Final Plat for each subsequent filing to secure completion of the associated public improvements; and

WHEREAS, Developer proposes to develop the remaining Filings 2 and 3 of the Property together as one Filing 2 for Pioneer Mesa Subdivision, and Developer has submitted updated cost estimates for the required public improvements; and

WHEREAS, the Property has since been rezoned to Estate Zone District Planned Unit Development (EZ-PUD) and Filing 2 contains 17 residential lots accessed by a privately owned



and maintained road; and

WHEREAS, the approvals cited above are 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), Ordinance No. 3, Series, of 2004 and state and federal statutes, and are not intended to supersede any requirements contained therein, except where specifically provided in this Agreement.

3. Definition of the Submittal. For purposes of this agreement, the "Submittal" or the "Application" consists of all the documents and information submitted to City staff for purposes of administrative approval of Filing 2.

4. Fees. The following fees shall be paid to the City by the Developer:

- A. Reimbursement of Costs. The Developer hereby agrees to pay the City the actual costs to the City for engineering, surveying, and legal services rendered in connection with the review of the subdivision of the Property. In addition, the Developer shall reimburse the City for the cost of making corrections or additions to the master copy of the official City map, for the fee for recording the Final Plat and accompanying documents with the County Clerk and Recorder of Garfield County. Developer shall also pay any fee required pursuant to the Rifle Municipal Code. Interest shall be imposed at rate of 1.5% per month on all balances not paid within thirty (30) days of the date of the statement. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.
- B. Water and Sewer Taps. Developer, its successors and assigns, shall comply in full with Title 13 of the Rifle Municipal Code regarding tap fees for water and sewer service.

- C. Water Rights Dedication. Developer shall pay the cash in lieu of the water rights dedication fees as required under RMC Section 13-6-10, *et. seq.* for the Property. For this purpose, prior to the recording of the Final Plat, Developer shall pay the fee then in effect at the rate of one (1) EQR for each lot created by the Plat for which potable water service is to be provided by the City. If there are additional EQRs associated with development of any of the lots, payment shall be due at the time of building permit for such units which raise the total EQRs above the above-referenced calculations. The water rights dedication fee per EQR to be paid will be the fee then in effect by an ordinance of general applicability. Further, the Developer agrees to be bound by any ordinance or resolution of general applicability that modifies these fees.
- D. Park Maintenance Contribution/Parkland Dedication. The Annexation Agreement and the Filing 1 SIA required the construction of a park as a public improvement with Filing 1 and state the "Homeowners Association shall own and maintain the park and it shall be open to the public." Therefore, the owner association created for Filing 2 shall enter into a binding contribution agreement with the homeowners association for Filing 1 for 17/52 of the costs of operation, maintenance, repair, replacement of the public park constructed pursuant to the Filing 1 SIA and maintained by the Filing 1 owners association. Said contribution agreement shall be duly executed and provided to the City as a condition of recording the Final Plat for Filing 2. Further, the Property is subject to the City parkland dedication requirements set forth in Rifle Municipal Code §§16-1-90 and 16-4-110 and Developer shall pay parkland dedication fees then in effect for each unit at the time of building permit application.
- E. Offsite Street Impact Fees. The City and Developer agree that the Property is subject to offsite street impact fees as set forth in the RMC Section 16-1-100.
- 5. Specific Conditions. Developer agrees to perform the following conditions:
  - A. Representations. All representations of the Developer made in its application and in statements during the public hearings before the Planning Commission and City Council shall be considered conditions of approval with which the Developer shall comply.
  - B. Noxious Weed Control/Maintenance. Developer 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.
  - C. Privately Maintained Roads Open to the Public. The parties agree and



acknowledge that the roads accessing and within Filing 2 shall be open to the public with no gated access, but owned, maintained, repaired and replaced by the homeowners association created for Filing 2 and the City has no obligations for the roads.

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

7. Public Improvements. All water lines, water facilities, sewer lines, sewer facilities, hydrants, landscaping, water or sewer distribution facilities, drainage structures, gas lines, electrical facilities, cable T.V., telephone lines, utility systems, streets (public and/or private), lighting, landscaping and signage required by this Agreement or shown on the final subdivision plat (the "public improvements") shall be installed and completed at the expense of the Developer.

A. General Responsibility. All public improvements required by this Agreement and shown on the Final Subdivision Plat submittal, and the estimated costs thereof, are identified on Exhibit B attached hereto. 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 submitted, which plans and specifications 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").

8. Construction Observation and Inspection.

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

B. Construction Observation by the City. The City shall have the right to make engineering observations at reasonable intervals and at the Developer's expense during construction of the public improvements. Observation, acquiescence in or approval by any engineering inspector of the construction of any physical facilities, at any particular time, shall not constitute City approval of any phase of construction of the public improvements. City approvals shall be made only after completion of construction and in the manner hereinafter set forth. To assist the City in monitoring the installation of the public improvements, a supervisor

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

9. Acceptance; Conveyance. Within thirty (30) days of the Acceptance Date, the Developer shall execute a quit-claim deed to the City conveying any interests it has in the public improvements. The Developer shall also execute a bill of sale conveying the public improvements to the City, free and clear of all liens and encumbrances. All public improvements conveyed to the City shall be warranted for a period of twelve (12) months from the Acceptance Date, as provided below.

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

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

11. Performance Guarantee. The total amount of required security for the Public Improvements for Filing 2 are specified on Exhibit B.

- A. In order to secure the construction and installation of the Public Improvements



above described for which Developer is responsible, Developer shall furnish the City with a certificate or other evidence in good and sufficient form approved by the City Attorney of an irrevocable letter of credit issued or confirmed by a commercial banking institution authorized to do business and with offices located within the State of Colorado to secure the performance and completion of the Public Improvements required by this Agreement in an amount equal to the estimated costs of said facilities as set forth on Exhibit B. The City shall have the right to review and approve all terms and conditions of the letter of credit prior to recording of the Final Plat; or, in the alternative, delay recording the Final Plat until all Public Improvements are constructed and, if applicable, accepted by the City pursuant to this Agreement.

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 of Commerce, Paris, to the extent it does not conflict with Article 5 of the Colorado Uniform Commercial Code.

- B. In the event the Public Improvements are not constructed or completed within 12 months of the date of this Agreement, the letter of credit shall provide that the funds necessary to complete the Public Improvements shall be put directly into an escrow account under the control of the City Manager and shall be used to complete the Public Improvements called for herein.
- C. Within ten (10) days of timely completion of the Public Improvements, 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 as necessary to reflect the actual costs, and the performance guarantee required by this SIA shall be adjusted accordingly. No representations are made as to the accuracy of these estimates,

and the Developer agrees to pay the actual costs of all such Public Improvements.

- E. The parties expressly agree that the Developer's preparation and submission to the City of "as-built drawings" and a summary of actual construction costs for the Public Improvements to be dedicated to the City--and approval by the City of the as-built drawings and summary--are essential requirements of this Agreement. In the event the Developer fails to provide the as-built drawings and summary to the City thirty (30) days prior to the expiration of the performance guarantee or any extension thereof, such failure shall constitute a breach of this Agreement with regard to the completion of the Public Improvements, damages for which are impossible to ascertain, entitling the City to call upon the performance guarantee in an amount equal to ten (10%) percent of the total amount set forth on Exhibit B, which amount the City may retain as liquidated damages due to Developer's breach. No releases to the letter of credit shall be granted by the City until such as-built drawings are provided and the secured improvements are accepted by the City pursuant to the provisions of this Agreement.

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, 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 Pioneer Mesa Subdivision 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 will have 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 the Developer comply with all of the terms and conditions of this Agreement, the Final Plat for the Property, and the development submittal. Such rights shall also be subject to the provisions of Rifle Municipal Code Section 16-11-10, *et. seq.* The Developer shall at its expense publish the vested rights notice required by C.R.S. §24-68-103(1) and Rifle Municipal Code Section 16-11-50.

14. Owners Association; Covenants. The Property shall be subject to an owners



association created by the Developer under the laws of the State of Colorado at the time of Final Subdivision Plat recording that sets forth the ownership and maintenance obligations of the private road accessing Filing 2 and all other common elements on the Property. Said owners association shall also enter into a binding contribution agreement with the homeowners association for Filing 1 for 50% of the the operation, maintenance, repair and replacement obligations for the detention pond constructed pursuant to the Filing 1 SIA and 17/52 of the costs of operation, maintenance, repair, replacement of the public park constructed pursuant to the Filing 1 SIA. Said contribution agreement(s) shall be duly executed and provided to the City as a condition of recording the Final Plat for Filing 2.

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 lot buyers and builders, and to protect the citizens of the City from hardship. The City's remedies include:

- A. The refusal to issue to the Developer any building permit or certificate of occupancy; provided, however, that this remedy shall not be available to the City until after the affidavit described below has been recorded;
- B. The recording with the Garfield County Clerk and Recorder of an affidavit, approved in writing by the City Attorney and signed by the City Manager or his designee, stating that the terms and conditions of this Agreement have been breached by the Developer. At the next regularly scheduled City Council meeting, the City Council shall either approve the filing of said affidavit or direct

the City Manager to file an affidavit stating that the default has been cured. Upon the recording of such an affidavit, no further lots or parcels may be sold within the Property until the default has been cured. An affidavit signed by the City Manager or his designee and approved by the City Council stating that the default has been cured shall remove this restriction;

- C. A demand that the security given for the completion of the public improvements be paid or honored;
- D. The refusal to consider further development plans within the Property; and/or
- E. Any other remedy available at law.

Unless necessary to protect the immediate health, safety, and welfare of the City or City residents, the City shall provide the Developer ten (10) days' written notice of its intent to take any action under this paragraph during which ten-day period the Developer may cure the breach described in said notice and prevent further action by the City. Furthermore, unless an affidavit as described in 17(B), 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:

Pioneer Mesa LandCo, LLC  
P.O. Box 8690  
Avon, CO 81620

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

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

CITY OF RIFLE, COLORADO

By: _____

Mayor

ATTEST:

_____  
Clerk



PIONEER MESA LANDCO, LLC:

By: _____  
_____  
Its _____  
_____

STATE OF COLORADO     )  
                                          ) ss.  
COUNTY OF                    )

Acknowledged, subscribed, and sworn to before me this ____ day of _____,  
2022, by _____ as _____ of Pioneer Mesa LandCo,  
LLC.

WITNESS my hand and official seal.

My Commission expires: _____.

_____  
Notary Public

**EXHIBIT A**

A PARCEL OF LAND SITUATED IN SECTION 18, TOWNSHIP 6 SOUTH, RANGE 93 WEST, OF THE 6TH P.M., CITY OF RIFLE, COUNTY OF GARFIELD, COLORADO BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH PRINCIPAL MERIDIAN AND CONSIDERING THE NORTH LINE OF THE NE 1/4 TO BEAR NORTH 88°56'50" WEST OF ALL BEARINGS CONTAINED HEREIN TO BE RELATIVE THERETO:

THENCE SOUTH 00°34'17" WEST 1331.16 FEET ALONG THE EAST LINE OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE 6TH P.M. TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE FOR SECOND STREET; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE FOR SECOND STREET THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 79.29 FEET, WITH A RADIUS OF 470.00 FEET, AND WHOSE CHORD BEARS SOUTH 88°19'47" WEST 79.20 FEET;
  2. THENCE NORTH 86°50'14" WEST 358.40 FEET;
  3. THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 191.20 FEET, WITH A RADIUS OF 385.04 FEET, AND WHOSE CHORD BEARS SOUTH 78°56'14" WEST 189.24 FEET;
  4. THENCE SOUTH 64°42'49" WEST 175.19 FEET;
  5. THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 159.18 FEET, WITH A RADIUS OF 608.04 FEET, AND WHOSE CHORD BEARS SOUTH 72°12'49" WEST 158.73 FEET;
  6. THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 98.52 FEET, WITH A RADIUS OF 261.79 FEET, AND WHOSE CHORD BEARS NORTH 89°30'15" WEST 97.94 FEET;
- THENCE NORTH 00°38'48" EAST 171.57 FEET;  
THENCE NORTH 32°07'12" WEST 514.98 FEET;  
THENCE NORTH 00°38'48" EAST 888.74 FEET;  
THENCE SOUTH 88°56'50" EAST 1305.56 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION THEREOF INCLUDED IN PIONEER MESA PLANNED UNIT DEVELOPMENT FILING NO. ONE RECORDED SEPTEMBER 22, 2004 AS RECEPTION NO. 660210.

IN THE CITY OF RIFLE  
COUNTY OF GARFIELD  
STATE OF COLORADO





## Exhibit B

PO Box 1530 Rifle, CO 81650  
Phone: 970.625.8210  
WWW.KUERSTENCONSTRUCTION.COM

**September 28, 2021**

Contracting Party/Owner:

**Fortius Construction**

### **Project: Pioneer Mesa Subdivision Budget – Rifle, CO**

We are pleased to submit the following proposal for the above referenced Project.

#### **Mobilization** **\$7,000.00**

- Includes; Mobilization of equipment, materials and gps setup.

#### **DEMO**

#### **Clear & Grub** **\$16,000.00**

- Includes; mowing and clearing existing vegetation in roadways and work areas.

#### **Concrete Demolition** **\$28,500.00**

- Includes; removal of 7,350 LF of C&G and 20,855 SF of walk.

#### **Concrete Crushing** **\$29,000.00**

- Includes; crushing approximately 1,000 tons of concrete to be reused as aggregate base course. This provides a net saving of \$15,000 vs disposal and import of new road base.

#### **Utilities**

#### **Potholing** **\$11,000.00**

- Includes; 40 hours for a HydroVac truck and laborer.

#### **Abandon Sewer** **\$87,100.00**

- Includes; abandon 52 sewer services. Test main and remaining services.

#### **Abandon Water** **\$70,000.00**

- Includes; abandon 26 water services. Test main and remaining services.

#### **Gas & Electric** **\$70,000.00**

- Includes; budget for gas and electric trenching, route to be determined.

## **Grading & Drainage**

### **Road Swales & Basins** **\$23,000.00**

- Includes; Excavation of drainage swales around Navajo Circle, Oregon Trail, Sante Fe Trail, & Chism Trail. Excavation of basins on Lots 1,3,5 &7.

### **Culverts** **\$30,000.00**

- Includes; Installation of 15" and 18" culverts from basins to inlets. Core and grout inlets.

## **Subgrade Prep**

### **Navajo Circle & Sante Fe Trail** **\$24,000.00**

- Includes; Place crushed concrete, grade, moisture condition and compact. Prep for 6,875 SY HMA paving.

### **Oregon Trail & Chism Trail** **\$8,500.00**

- Includes; Place crushed concrete, grade, moisture condition and compact.

## **Pioneer Trail**

### **Earthwork** **\$25,000.00**

- Includes; cut, fill, moisture condition and compaction.

### **Curb, Gutter, Conc. Shoulder** **\$81,000.00**

- Includes; 1,325 LF of curb & gutter on N. side of road and 1,325 LF of 2' wide shoulder on S.

### **Subgrade HMA Prep** **\$26,000.00**

- Includes; Import 900 tons of Class 6 road base, grade, moisture condition and compact. Prep for 2,435 SY HMA paving.

### **Gravel Trail** **\$12,000.00**

- Includes; 8,000 SF of gravel trail on North side of Pioneer Trail.

### **Culverts & Basins** **\$7,000.00**

- Includes; Installation two 12" area drains in roadside swales, installation of 15" ads culvert and storm water basins.

### **Guardrail** **\$15,000.00**

- Includes; Installation of 500 LF of guardrail.

## **Asphalt Paving**

### **Pioneer Trail** **\$60,500.00**

- Includes; 2,435 SY of 3" HMA.

### **Navajo Circle & Sante Fe Trail** **\$161,000.00**

- Includes; 6,875 SY of 3" HMA.

### **V.E.: Navajo Circle & Sante Fe Trail** **\$65,000.00**

- Includes; 6,875 SY of 4" recycled asphalt in lieu of asphalt paving.



**GENERAL EXCLUSIONS:**

- Permits, fees, special inspectors/inspections, materials testing
- Survey/control/grade/staking by others.
- Temporary facilities by others, ie..restrooms, water, trash.
- Water fees, meters for construction.
- Overtime or week end work.
- Restoration / revegetation.
- Asphalt patching
- Traffic Control
- Gas, Electric, Phone trenching by others.
- Vapor Barrier, water proofing, damp proofing, insulation.

**TERMS AND CONDITIONS:**

Water clause: In case underground water is encountered, de-watering the site shall be on a time and materials basis.

Rock clause: In case rock is encountered that exceeds 1 CY, rock handling shall be handled on a time and materials basis.

Location of Utilities: Owner/Contracting party shall be responsible for locating all private utilities prior to the commencement of any work. Kuersten Construction is not responsible for the cost of repair to any private utility lines not shown or located by Contracting party. Kuersten Construction will not start any excavation work until our UNCC Locate Request has been completed.

Permits, Inspections and tap fees: Unless noted otherwise, Contracting party is responsible for payment of all necessary permits, inspections and tap fees.

Weather Protection: Estimate does not include allowances for weather protection. All costs of weather protection shall be on a time and materials basis.

Absence of plans and specs (or incomplete): If the Description of Work does not refer to formal plans and specifications (or if incomplete), then all of the work shall be performed under the specific direction and supervision of Contracting Party. Kuersten Construction's warranty shall be limited to performing its work in a competent, workmanlike manner pursuant to the direction and instructions from Contracting Party or his designated representative.

Payment terms: Unless other agreements have been made between both parties, payment is due 15 days after receipt of billing. Amounts outstanding after 15 days shall bear interest at the rate of 2% per month or 24% annually plus attorneys' fees and/or costs of collection.

Clean Up: All trash created by Kuersten Construction will be cleaned up to a jobsite provided dumpster or location on site. Wash out area for concrete trucks and pump trucks to be provided by Contracting party on site.

Due to changing costs and suppliers and/or vendors adding surcharges and varying prices, we reserve the right to pass these costs along to the Contracting Party. (Including fuel surcharges)

Material and labor shortages are beyond our control and may affect the schedule and the cost of the Project. We reserve the right to add for additional costs should this occur. Every effort will be made to communicate these issues and costs prior to commencing the work.

This Proposal good for 30 days.

*Andrew Kuersten*

9/28/21

Andrew Kuersten  
**Kuersten Construction LLC**

Date

Contracting Party

Date



**Agenda Item #8.b.**

**Agenda Item Name:**

(Acting As Liquor Licensing Authority) Public Hearing - Transfer of Ownership Application to transfer Mariscos JQ, LLC dba Mariscos JQ's Hotel and Restaurant Liquor License to Imperio Mexican Restaurant LLC dba Imperio Mexican Restaurant

**Presenter:**

Misty Williams, City Clerk

**Item Description:**

Imperio Mexican Restaurant, LLC dba Imperio Mexican Restaurant, located at 1733 Railroad Avenue, Unit C, Rifle, CO has applied for a Hotel and Restaurant Liquor License Transfer of Ownership.

**Recommended Action:**

I recommend approval of the Transfer of Ownership Hotel and Restaurant Liquor License from Mariscos JQ, LLC (dba Mariscos JQ) to Imperio Mexican Restaurant, LLC (dba Imperio Mexican Restaurant), with the following conditions:

- * Two counters must be used during events, to keep an accurate count of patrons.
- * At least 10 Responsible Service of Alcohol certified servers must be in attendance at any special event.
- * Applicant will continue to improve the sound mitigation, by both actively monitoring volume levels with a decibel meter, as well as installing additional sound deadening panels inside of the restaurant.

**Fiscal Impact:**

N/A

**Operational Impact:**

N/A

**Prior Board Motions:**

N/A

**Background Information:**

Please see staff memo attached.

**Executive Summary:**

Please see staff memo attached.

**Notification Requirements:**



Public notice requirements have been met, both in the newspaper and a posted notice on location.

**Prepared By:**

Misty Williams, City Clerk

**Attachments:**

1. Memo - Liquor License Imperio
2. REDACTED - Imperio Mexican Restaurant License Application
3. LIQUOR LICENSE QUESTIONNAIRE
4. 1733 unit c safety survey
5. Imperio Mexican2-25-22



## MEMORANDUM

**TO:** HONORABLE MAYOR GREEN AND COUNCIL

**FROM:** Misty Williams, City Clerk

**DATE:** March 10, 2022

**RE:** Transfer of Ownership from Mariscos, JQ, LLC to Imperio Mexican Restaurant, LLC

On December 21, 2021, Imperio Mexican Restaurant, LLC (dba Imperio Mexican Restaurant) located at 1733 Railroad Avenue, Unit C, Rifle, CO, submitted an application the City of Rifle for a Transfer of Ownership. They requested to transfer the current Hotel and Restaurant Liquor License held by Mariscos JQ, LLC (dba Mariscos JQ) to Imperio Mexican Restaurant, LLC (dba Imperio Mexican Restaurant.)

Upon receipt of this application, the City Clerk's office issued a Temporary Liquor License to Imperio Mexican Restaurant to permit the restaurant to continue serving alcohol while the Transfer Application was processed.

The following criteria have been met by the applicant:

- * The application is complete
- * The appropriate public notice requirements have been met
- * The fees have been paid
- * Background checks have been completed and revealed no cause for concern

This location has housed several ventures with similar business models in the past. To alleviate some areas of concern, City staff (City Manager Tommy Klein, Chief of Police Debra Funston, City Clerk Misty Williams, Deputy City Clerk Alexis Ramirez and Building Official John Nihiser) met with owners Abelardo and Tomasa Quintero and their son, Abel Quintero, in February 2022 to discuss some of the challenges that this location faces.

Discussion between City staff and Colorado River Fire Rescue's Fire Marshal, Orrin Moon, was held prior to the meeting with the owners.







At both meetings, the following items were addressed:

- * Noise complaints from the neighboring apartment complexes during special events held at the restaurant
- * Hours of operation for the restaurant versus the bar area of the premises
- * Staffing during the special events (amount of Responsible Service of Alcohol certified servers)
- * Security during the special events
- * Crowd control during special events, specifically keeping an accurate count of how many patrons are in the building in accordance with occupancy limits
- * Safety measures

Attached to this agenda item is the questionnaire completed by the applicants in response to these items.

On February 25, 2022, Fire Marshal Orrin Moon conducted an inspection of the premises during a special event. The report of his findings is attached to this agenda item.

The desire of City staff is for all liquor license applicants to achieve a successful business. We also feel that part of that success is the applicant's willingness to ensure the safety and compliance of their patrons and staff and establish themselves as good stewards to the neighbors of the community around them.

I recommend approval of the Transfer of Ownership Hotel and Restaurant Liquor License from Mariscos JQ, LLC (dba Mariscos JQ) to Imperio Mexican Restaurant, LLC (dba Imperio Mexican Restaurant), with the following conditions:

- * Two counters must be used during events, to keep an accurate count of patrons.
- * At least 10 Responsible Service of Alcohol certified servers must be in attendance at any special event.
- * Applicant will continue to improve the sound mitigation, by both actively monitoring volume levels with a decibel meter, as well as installing additional sound deadening panels inside of the restaurant.





This application is subject to approval by the State of Colorado Liquor Enforcement Division. I recommend that these conditions be met and/or continued to be worked on (sound panels) before the local liquor licensing authority issues the new license. A final walk-through of the location will be conducted prior to issuing the liquor license. A review of the above conditions will be made when the renewal for this license occurs in 2023.

Respectfully,

Misty Williams  
City Clerk





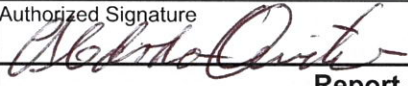




Name <b>Imperio Mexican Restaurant</b>		Type of License <b>Hotel + Restaurant</b>		Account Number	
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?					Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):					
a. Been denied an alcohol beverage license?					<input type="checkbox"/> <input checked="" type="checkbox"/>
b. Had an alcohol beverage license suspended or revoked?					<input type="checkbox"/> <input checked="" type="checkbox"/>
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?					<input type="checkbox"/> <input checked="" type="checkbox"/>
If you answered yes to 8a, b or c, explain in detail on a separate sheet.					
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.					<input type="checkbox"/> <input checked="" type="checkbox"/>
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?					<input type="checkbox"/> <input checked="" type="checkbox"/>
or					
Waiver by local ordinance?					<input type="checkbox"/> <input type="checkbox"/>
Other: _____					
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.					<input type="checkbox"/> <input checked="" type="checkbox"/>
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.					<input type="checkbox"/> <input checked="" type="checkbox"/>
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?					<input type="checkbox"/> <input checked="" type="checkbox"/>
13 b. Are you a Colorado resident?					<input checked="" type="checkbox"/> <input type="checkbox"/>
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.					<input type="checkbox"/> <input checked="" type="checkbox"/>
15. Does the applicant, as listed on line 2 of this application, <b>have legal possession of the premises by ownership</b> , lease or other arrangement?					<input checked="" type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____					
a. If leased, list name of landlord and tenant, and date of expiration, <b>exactly</b> as they appear on the lease:					
Landlord <b>Eagle Springs Crossing LLC</b>		Tenant <b>Abelardo &amp; Tomasa Quintero</b>		Expires <b>12/01/23</b>	
Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.					<input type="checkbox"/> <input checked="" type="checkbox"/>
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".					
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.					
Last Name		First Name		Date of Birth	FEIN or SSN
Last Name		First Name		Date of Birth	FEIN or SSN
<b>Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.</b>					
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:					
Has a local ordinance or resolution authorizing optional premises been adopted?					<input type="checkbox"/> <input type="checkbox"/>
Number of additional Optional Premise areas requested. (See license fee chart)					
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.					
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:					
a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?					<input type="checkbox"/> <input type="checkbox"/>
If "yes" a copy of license must be attached.					



Name <b>Imperio Mexican Restaurant</b>	Type of License <b>Hotel + Restaurant</b>	Account Number		
<b>20. Club/Liquor License applicants answer the following: Attach a copy of applicable documentation</b>				
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?	Yes <input type="checkbox"/>	No <input type="checkbox"/>		
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?	<input type="checkbox"/>	<input type="checkbox"/>		
c. How long has the club been incorporated?				
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?	<input type="checkbox"/>	<input type="checkbox"/>		
<b>21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:</b>				
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)	<input type="checkbox"/>	<input type="checkbox"/>		
<b>22. Campus Liquor Complex applicants answer the following:</b>				
a. Is the applicant an institution of higher education?	<input type="checkbox"/>	<input type="checkbox"/>		
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.	<input type="checkbox"/>	<input type="checkbox"/>		
<b>23. For all on-premises applicants.</b>				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager	First Name of Manager			
<b>24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.</b>				
Yes <input type="checkbox"/>	No <input type="checkbox"/>			
<b>25. Related Facility - Campus Liquor Complex applicants answer the following:</b>				
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.				
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager	First Name of Manager			
<b>26. Tax Information.</b>				
a. 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?	<input type="checkbox"/>	<input type="checkbox"/>		
b. 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.?	<input type="checkbox"/>	<input type="checkbox"/>		
<b>27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.</b>				
Name	Home Address, City & State	DOB	Position	%Owned
<b>Abelardo Quintero</b>	<b>24 Crystel Circle Carbondale CO</b>	<b>11/09/64</b>	<b>owner</b>	<b>50%</b>
Name	Home Address, City & State	DOB	Position	%Owned
<b>Tomas Quintero</b>	<b>24 Crystel Circle Carbondale CO</b>	<b>03/07/64</b>	<b>owner</b>	<b>50%</b>
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
<b>** If applicant is owned 100% by a parent company, please list the designated principal officer on above.</b> <b>** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)</b> <b>** If total ownership percentage disclosed here does not total 100%, applicant must check this box:</b> <input type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				

Name <b>Imperio Mexican Restaurant</b>		Type of License <b>Hotel + Restaurant</b>		Account Number	
<b>Oath Of Applicant</b>					
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.					
Authorized Signature 		Printed Name and Title <b>Abelardo Quintero owner</b>		Date <b>12/15/21</b>	
<b>Report and Approval of Local Licensing Authority (City/County)</b>					
Date application filed with local authority <b>12/22/21</b>		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)			
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:					
<input checked="" type="checkbox"/> Fingerprinted <input checked="" type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants					
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license					
(Check One)					
<input type="checkbox"/> Date of inspection or anticipated date _____ <input type="checkbox"/> Will conduct inspection upon approval of state licensing authority					
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?					Yes No <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?					Yes No <input type="checkbox"/> <input type="checkbox"/>
<b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.					
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?					Yes No <input type="checkbox"/> <input type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. <b>Therefore, this application is approved.</b>					
Local Licensing Authority for			Telephone Number		<input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title		Date	
Signature	Print	Title		Date	



## Tax Check Authorization, Waiver, and Request to Release Information

I, Abelardo Quintero am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Imperio Mexican Restaurant Applicant/Licensee") 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.

Name (Individual/Business) <u>Abelardo Quintero</u>		Social Security Number/Tax Identification Number <u>3</u>	
Address <u>24 Crystal Circle</u>			
City <u>Carbondale</u>		State <u>CO</u>	Zip <u>81623</u>
Home Phone Number <u>(970) 963-1308</u>		Business/Work Phone Number <u>(970) 618-1688</u>	
Printed name of person signing on behalf of the Applicant/Licensee			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Abelardo Quintero</u>			Date signed <u>12-15-12</u>

### 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).

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Imperio Mexican Restaurant LLC

is a

Limited Liability Company

formed or registered on 11/29/2021 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20218126227 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/15/2021 that have been posted, and by documents delivered to this office electronically through 12/16/2021 @ 16:01:57 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 12/16/2021 @ 16:01:57 in accordance with applicable law. This certificate is assigned Confirmation Number 13658449 .



*Jena Griswold*

Secretary of State of the State of Colorado

*****End of Certificate*****

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*



**Articles of Organization for a Limited Liability Company**  
filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

**The domestic entity name of the limited liability company is** Imperio Mexican Restaurant LLC

**The principal office street address is** 1733 Railroad Avenue Unit C  
Rifle Colorado CO 81650  
US

**The principal office mailing address is** 24 Crystal Circle  
Carbondale CO 81623  
US

**The name of the registered agent is** Abelardo Quintero

**The registered agent's street address is** 24 Crystal Circle  
Carbondale CO 81623  
US

**The registered agent's mailing address is** 24 Crystal Circle  
Carbondale CO 81623  
US

The person above has agreed to be appointed as the registered agent for this limited liability company.

**The management of the limited liability company is vested in** Members

There is at least one member of the limited liability company.

**Person(s) forming the limited liability company**

Aberlado Quintero  
24 Crystal Circle  
Carbondale CO 81623  
US

**Additional information the person(s) forming this limited liability company determined to include is**

Tomasa Quintero his wife will be allowed to help in decision making and will help run the business if needed.

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.

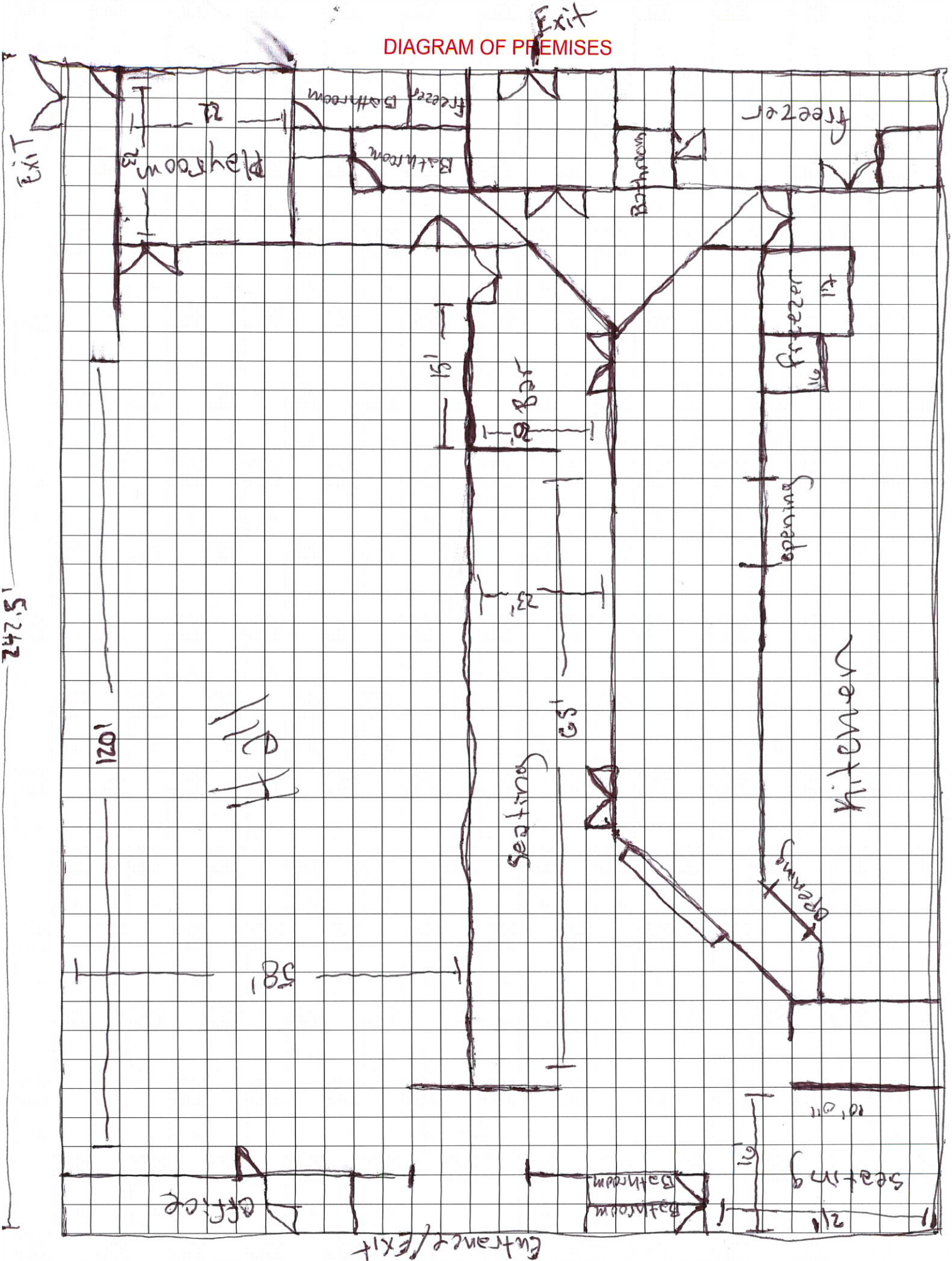
This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

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

Aberlado Quintero  
24 Crystal Circle  
Carbondale CO 81623  
US



# DIAGRAM OF PREMISES



## COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this ____1st____ day of December, 2021

### BETWEEN:

Eagle Springs Crossing LLC of 1733 Railroad Ave, Rifle, CO, 81650  
(the "Landlord")

AND Imperio Mexican Restaurant LLC  
(the "Tenant")

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

### Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
  - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
  - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 1733 Railroad Ave Unit C Rifle, CO, 81650, as from time to time altered, expanded or reduced by the Landlord in its sole discretion.
  - c. "Common Areas and Facilities" mean:
    - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to



be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

- ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- e. "Premises" means the restaurant and bar at 1733 Railroad Ave Unit C , Rifle, CO, 81650. All restaurant equipment is being supplied as is, any repairs and maintenance shall be the responsibility of the Tenant. No removal or alteration shall be done without the written approval of the landlord.
- f. "Rent" means the total of Base Rent and Additional Rent.

### **Leased Premises**

2. The Landlord agrees to rent to the Tenant the restaurant described as 1733 Railroad Ave Unit C Rifle, CO, 81650, (the "Premises"). The Premises will be used for only the following permitted use (the "Permitted Use"):

Restaurant and Bar

Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use.

### **Term**

3. The term of the Lease commences at 12:00 noon on December 1, 2021 and ends at 12:00 noon on **December 30, 2023.**
4. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

### **Rent**

5. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$8,000.00, per month, for the Premises (the "Base Rent). If Tenant pays by the first of the month, \$1,000.00 credit shall be allowed. First, Last and Month Security of \$21,000 (\$7,000 x 3) shall be paid to Landlord.
6. The Tenant will pay the Base Rent on or before the First of each and every month of the term of this Lease to the Landlord at Eagle Springs Crossing PO Box 351, Rifle, CO, 81650, or at such other place as the Landlord may later designate.
7. Intentionally left blank.



### **Operating Costs**

8. In addition to the Base Rent and as Additional Rent, without setoff, abatement or deduction, Tenant will pay all metered utilities and 30% of remaining operating costs, including maintenance, taxes and management fee.
9. The Tenant will pay to the lawful taxing authorities, or to the Landlord, as it may direct, as and when the same become due and payable, all taxes, rates, use fees, duties, assessments and other charges that are levied, rated, charged or assessed against or in respect of all improvements, equipment and facilities of the Tenant on or in default by the Tenant and in respect of any business carried on in the Premises or in respect of the use or occupancy of the Premises by the Tenant and every subtenant, licensee, concessionaire or other person doing business on or from the Premises or occupying any portion of the Premises.

### **Landlord's Estimate**

10. The Landlord may, in respect of all taxes and Operating Costs and any other items of Additional Rent referred to in this Lease compute bona fide estimates of the amounts which are anticipated to accrue in the next following lease year, calendar year or fiscal year, or portion of such year, as the Landlord may determine is most appropriate for each and of all items of Additional Rent, and the Landlord may provide the Tenant with written notice and a reasonable breakdown of the amount of any such estimate, and the Tenant, following receipt of such written notice of the estimated amount and breakdown will pay to the Landlord such amount, in equal consecutive monthly installments throughout the application period with the monthly installments of Base Rent. With respect to any item of Additional rent which the Landlord has not elected to estimate from time to time, the Tenant will pay to the Landlord the amount of such item of Additional Rent, determined under the applicable provisions of this Lease, immediately upon receipt of an invoice setting out such items of Additional Rent. Within one hundred and twenty (120) days of the conclusion of each year of the term or a portion of a year, as the case may be, calendar year or fiscal year, or portion of such year, as the case may be, for which the Landlord has estimated any item of Additional Rent, the Landlord will compute the actual amount of such item of Additional Rent, and make available to the Tenant for examination a statement providing the amount of such item of Additional Rent and the calculation of the Tenant's share of that Additional Rent for such year or portion of such year. If the actual amount of such items of Additional Rent, as set out

in the any such statement, exceeds the aggregate amount of the installments paid by the Tenant in respect of such item, the Tenant will pay to the Landlord the amount of excess within fifteen (15) days of receipt of any such statement. If the contrary is the case, any such statement will be accompanied by a refund to the Tenant of any such overpayment without interest, provided that the Landlord may first deduct from such refund any rent which is then in arrears.

11. Intentionally left blank.

### **Use and Occupation**

12. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name Mariscos J.Q, and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
13. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.
-



14 and 15 Intentionally left Blank

16. The Landlord covenants that on paying the Rent and performing the covenants contained

in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises

for the agreed term.

If and whenever the Tenant is in default in payment of any money, whether hereby

~~reserved~~ or deemed as rent, or any part of the rent, the Landlord may, without notice or

any form of legal process, enter upon the Premises and seize, remove and sell the

Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any

goods, chattels and equipment at any place to which the Tenant or any other person may

have removed them, in the same manner as if they had remained and been distrained

upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the

~~Tenant hereby~~ waives and renounces the benefit of any present or future statute or law

limiting or eliminating the Landlord's right of distress.

### **Overholding**

17. If the Tenant continues to occupy the Premises without the written consent of the

Landlord after the expiration or other termination of the term, then, without any further

written agreement, the Tenant will be a month-to-month tenant at a minimum monthly

rental equal to twice the Base Rent and subject always to all of the other provisions of

this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy

amount equal to twice the Base Rent plus any Additional Rent during the period of such occupancy, accruing from day to day and adjusted pro rata accordingly, and subject always to all the other provisions of this Lease insofar as they are applicable to a tenancy at will and a tenancy from month to month or from year to year will not be created by implication of law; provided that nothing in this clause contained will preclude the Landlord from taking action for recovery of possession of the Premises.

#### **Additional Rights on Reentry**

21. If the Landlord reenters the Premises or terminates this Lease, then:

- a. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
- b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
- c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
- d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;



- e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the term of this Lease remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
- f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
- g. after reentry, the Landlord may terminate the Lease on giving 5 days written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
- h. the Tenant will pay to the Landlord on demand:
  - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
  - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
  - iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Landlord, either:
    - i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period

which would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or

- ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

22. Intentionally left blank

### **Tenant Improvements**

23. The Tenant will obtain written permission from the Landlord before doing any of the following:

- a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
- b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
- c. removing or adding walls, or performing any structural alterations;
- d. Blank
- e. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
- f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose; or

### **Utilities and Other Costs**



24. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: water and sewer.
25. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, drain cleaning, natural gas, telephone, Internet and cable, .
26. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.
27. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.
28. The Tenant will provide proof of such insurance to the Landlord upon request.
29. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent. All rents including the Base Rent and Additional Rent will bear interest at the rate of Twelve (12%) per cent per annum from the due date until paid.

### **Governing Law**

30. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease,

be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Colorado, without regard to the jurisdiction in which any action or special proceeding may be instituted.

#### **Severability**

31. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Colorado (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

#### **Assignment and Subletting**

32. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

#### **Bulk Sale**

33. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

#### **Care and Use of Premises**

34. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
35. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
36. The Tenant will not engage in any illegal trade or activity on or about the Premises.



37. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

#### **Surrender of Premises**

38. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

#### **Hazardous Materials**

39. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

#### **Rules and Regulations**

40. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

#### **General Provisions**

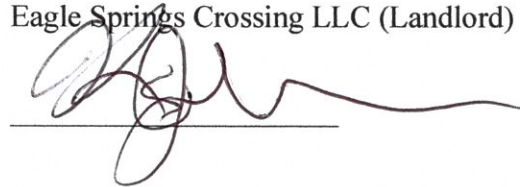
41. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
42. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

43. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.

44. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

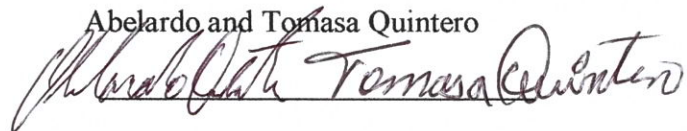
**IN WITNESS WHEREOF** the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 1st day of December, 2021.

Eagle Springs Crossing LLC (Landlord)



Imperio Mexican Restaurant LLC (Tenant)  
and

Abelardo and Tomasa Quintero



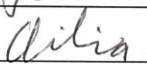
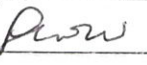
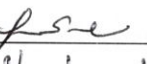
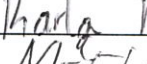
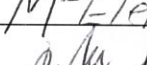
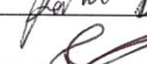
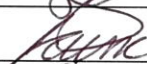
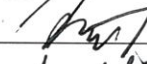
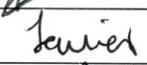
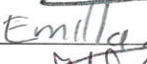


# PETITION

Name of Establishment: IMPERIO MEXICAN RESTAURAT.

Address: 1733 Railroad Ave Unit C Type of Liquor License: Hotel & Restaurant

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

PRINTED NAME	SIGNATURE	OVER 21?	ADDRESS
1. Ken Sack		yes	5454 E 2346 S L Co
2. Angelica Burbara Angelica B		yes	331 E 26th St Rifle.
3. Grisel Brando		yes	5033 County Rd 335 N. 76
4. Jorge Barranco		yes	8033 Cantay Rd 335 N. 76
5. Hector Peralta		yes	3031 Coal Mine Ave
6. Demelth Briz		yes	446 Lind Ave Rifle
7. Juliet Prado		Yes	1900 railroad Ave Rifle
8. Alicia Mendoza		Yes	1900 rail road Ave Rifle
9. Jesus Prand		yes	1743 County rd 210 Rifle
10. Jose Prado		Yes	2000 rail road Ave Rifle
11. Marla Newarez		Yes	27653 Hwy 6 # 1103 Rifle Co.
12. M-Elena M		YES	2860 Anvil View
13. Jolita Diaz		Yes	130 W. 16th #3.
14. S. Lopez		yes	2000 Railroad Ave
15. Jaime Penon		yes	2000 Railroad
16. Sheila Noriega		Yes	440 Arnold Ave. Rifle. CO. 81650
17. Paul B		YES	1930 rail road ave # 5
18. Alex Rincon		yes	1930 rail road ave # 5
19. Daniel Rincon		yes	" " # 5
20. Rodrigo Lemand		yes	1930 rail road ave # 5
21. Raul Diaz		yes	2503 Meadow cir Rifle.
22. Javier peralta		yes.	Cottonwood. CO.
23. Sheccid A. lung		yes	2503 Meadow cir Rifle
24. S. Emilia A.		Yes	1246. E 18 Th way Rifle.
25. Delene Ortiz		yes	185 E 26th St Rifle

Name of Establishment: Imperio Mexican Restaurant

Employee Name	Trainer/Training Company Name	Date Certificate Expires
Abel Quintero	Tom Regan Responsible Vendor	12/08/2024
Juan Quintero	Tom Regan Responsible Vendor	12/08/2024
Abelardo Quintero	Tom Regan Responsible Vendor	12/08/2024
Angelica Burgara	Tom Regan Responsible Vendor	12-08-2024

Information about untrained employees or employees with expired certificates:

Employee Name	Manager (yes or no)	Date Hired	Date That Training Will Occur

#### OATH OF APPLICANT

I declare under penalty of perjury in the second degree that this Verification of Responsible Serving/Selling of Alcohol Training is true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code and the Rifle Municipal Code which affect my license.

Abelardo Quintero  
Applicant

12/15/21  
Date

*Attach additional sheets if necessary. Return this form with your Application.*



**Tom Regan Responsible Vendor Training**

**This certificate is presented to**

**Abel Quintero**

*For passing Responsible Service of Alcohol training*

**Test name: Winter Alcohol Test**

**Score: 18 / 20      90%**

**This certificate is valid for three years from this date: Wed 8th Dec 2021**

**Tom Regan  
Certified RSOA Instructor**

FLTPBTBWDH-HDDSKGHR-WNWFHZFTZZ

**Tom Regan Responsible Vendor Training**

**This certificate is presented to**

**Juan Quintero**

*For passing Responsible Service of Alcohol training*

**Test name: Winter Alcohol Test**

**Score: 19 / 20      95%**

**This certificate is valid for three years from this date: Wed 8th Dec 2021**

**Tom Regan  
Certified RSOA Instructor**

CLRBSRSYSR-KLLSJVQJ-XSXMHYRCYT



**Tom Regan Responsible Vendor Training**

**This certificate is presented to**

**Abelardo Quintero**

*For passing Responsible Service of Alcohol training*

**Test name: Winter Alcohol Test**

**Score: 14 / 20      70%**

**This certificate is valid for three years from this date: Wed 8th Dec 2021**

**Tom Regan  
Certified RSOA Instructor**

CLRBSRSYYD-KLLSJVSH-XSXMHYRCCX

## Tom Regan Responsible Vendor Training

**This certificate is presented to**

**Angelica Burgara**

*For passing Responsible Service of Alcohol training*

**Test name: Winter Alcohol Test**

**Score: 19 / 20    95%**

**This certificate is valid for three years from this date: Wed 8th Dec 2021**

**Tom Regan  
Certified RSOA Instructor**

TLLGVLVDGH-SHHMWYYR-RHRSPJSRDJ



**City of Rifle**  
**Temporary Liquor Permit Application**

---

The following must accompany this Temporary Liquor Permit Application:

- ☒ \$100 Application Fee
  - ☒ Colorado Liquor Retail License Application for Transfer of Ownership
- 

Name of Applicant (exactly as it appears on Transfer of Ownership application):

Abelardo Quintero

Trade Name of Establishment (dba): Imperio Mexican Restaurant

Address of Premises (exactly as it appears on Transfer of Ownership application):

1733 Railroad Ave. Unit C Rifle, CO 81650

Business Phone: (970)625-1008

  
Authorized Signature

owner  
Title

12-16-2021  
Date





# City of Rifle

## Temporary Alcoholic Beverage Permit No. CR03-14579-2021

This certifies that Imperio Mexican Restaurant, LLC dba Imperio Mexican Restaurant, having submitted a Transfer of Ownership application and the required fee of \$100.00, has been granted a Temporary Permit to conduct business and sell Malt, Vinous, and Spirituous Beverages in accordance with the Hotel & Restaurant Liquor License of Mariscos JQ, LLC, dba Mariscos JQ for the premises located at 1733 Railroad Avenue, Unit C, Rifle, CO.

This temporary permit shall be valid until such time as the application to transfer ownership of the license to Imperio Mexican Restaurant, LLC dba Imperio Mexican Restaurant is granted or denied, or until April 20, 2022 (120 days) whichever comes first.

Such temporary permit may be cancelled, revoked, or summarily suspended if the City Council of the City of Rifle or the Colorado Department of Revenue determines that there is probable cause to believe Imperio Mexican Restaurant, LLC dba Imperio Mexican Restaurant has violated any provision of the Colorado Liquor Code or the Colorado Beer Code, has violated any rule or regulation adopted by the City Council of the City of Rifle or the Colorado Department of Revenue, has violated any provision of this Temporary Permit, or has failed to truthfully disclose those matters required pursuant to the application forms required by the Colorado Department of Revenue.

Given under my hand and the seal of the City of Rifle, December 22, 2021.

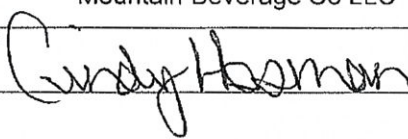
By _____  
CITY CLERK





## Wholesaler Affidavit of Compliance

### Section 12-47-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) Mountain Beverage Co LLC			License Number 042617310001-0002	
Trade Name of Establishment/Doing Business As (DBA) Mountain Beverage			Phone Number 970-777-4000	
Physical Address 712 Spring Buck Road	City Gypsum	State CO	ZIP 81637	
Email Address Cindy.Hosman@mountainbeverage.com				
Transferor Retailer Licensee Name Mariscos JQ LLC			License Number 03-14579	
Trade Name of Establishment/Doing Business As (DBA) Mariscos			Phone Number (970) 625-1008	
Physical Address 1733 RAILROAD AVE Unit C	City Rifle	State CO	ZIP 81650	
The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are: <input checked="" type="checkbox"/> Paid in Full (only for the purposes of complying with section 12-47-303(1)(d), C.R.S.) <input type="checkbox"/> <b>Note:</b> If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license. Not Paid in Full				
Wholesaler: Mountain Beverage Co LLC				
Signature 	Print Cindy Hosman	Title Controller	Date 1/5/2022	

***NOTICE OF PUBLIC HEARING***

PURSUANT TO THE LIQUOR LAWS OF COLORADO, Imperio Mexican Restaurant LLC dba Imperio Mexican Restaurant has requested the Liquor Licensing Officials of Rifle approve the Hotel & Restaurant Liquor License transfer from Mariscos JQ LLC dba Mariscos JQ to Imperio Mexican Restaurant LLC dba Imperio Mexican Restaurant to sell malt, vinous, and spirituous liquors for consumption on the premises at 1733 Railroad Ave. Unit C Rifle, CO 81650.

A public hearing on the application received December 22, 2021 will be held before the City Council of the City of Rifle, Colorado on March 16, 2022 at 7:00 p.m. in the Council Chambers at Rifle City Hall, 202 Railroad Avenue, Rifle, Colorado. At said time and place, any interested persons may appear to be heard for or against the granting of this license.

Any petitions or remonstrance letters pertaining to this application should be directed to the Office of the City Clerk, 202 Railroad Avenue, Rifle, CO 81650

This notice is given and published by order of the Rifle City Council.

Dated this 10th day of March, 2022

/s/

Misty Williams, City Clerk

Published March __, 2022 in the *Glenwood Springs Post Independent*



## **LIQUOR LICENSE QUESTIONNAIRE**

**1. What is your Sound Mitigation System Plan? (Cual es su plan para mitigar el sonido?)**

We will continue to build & add sound panels & bass traps throughout our walls & facility . we will also be enforcing dj & bands to limit db output from their sound system.

**2. What is the staffing level? (Cual es el nivel del personal?)**

We will have 8-12 staff members for events, size of event will determine how many employees will be working night of the event.

**3. How many certified responsible servers are working event nights? (Cuántas personas están certificadas para servir alcohol en las noches de eventos?)**

As of now we only have four employees certified, but we will get more of our staff to get trained & certified by the time we host our next event.

**4. What is the name of the Security Company you work with and contact information? (Como se llama la compañía de seguridad con quien trabajan y información de contacto?)**

ACE Security & Safety Services erick gutierrez (970)393-3451 [acesecuritynsafety@gmail.com](mailto:acesecuritynsafety@gmail.com)

**5. How many security personnel will be on hand on event nights? (Cuántos agentes de seguridad trabajan en las noches de eventos?)**

Six to ten security personnel will be on sight for events, size of event will determine amount of personnel needed for the night of the event.

**6. What measures are you taking to make sure you stay within your occupancy limit on your event nights? (Que medidas están tomando para que se queden bajo su límite de ocupación en las noches de eventos?)**

We will continue to count entering patrons & exiting with hand-held counters manually & digitally, once at capacity entry will be closed for all incoming patrons.

**7. What measures are you taking so there is limited parking lot nuisance on event nights? (Que medidas están tomando para que haya menos problemas en el parqueo en las noches de eventos?)**

We will be enforcing security to be walking premises of facility checking for people in vehicles or anyone causing disturbance on our premises. we will limit people from exiting building attending events, we will be enforcing a no re-entry policy once you leave our facility doors.

**8. How will the conduct and level of intoxication of attendees be monitored and by whom? (Como van a monitorear la conducta y nivel de intoxicación de los que atiendan su evento?)**

Our certified servers will keep a close eye on people we believe have surpassed their limit & no longer be allowed to be served, security will also be watching patrons for anyone who seems to be too intoxicated and will be asked to leave our premises.

Colorado River Fire Rescue  
Main (970) 625-1243  
Fax (970) 625-2963

1850 Railroad Avenue  
Rifle, Colorado 81650

SAFETY SURVEY FORM

2125

Business Name: Imperio Mexican Restaurant Phone: 970-625-0000 Date: 2/25/22  
Address: 1733 Railroad Ave #C City: Rifle Zip: 81650  
Name of Contact: Able Quintero Phone: 970-618-3720  
Emergency Phone / Contact: _____

IFC:	G	D	NA	G	D	NA
<b>Fire Department Access</b>						
1. Fire Lanes / Access		<input checked="" type="checkbox"/>		<b>Housekeeping</b>		
2. Proper Addressing				27. Areas free of excessive combustibles		
3. Knox Box (proper keys / placement)				28. 18" Clearance below sprinklers / 24" Clearance all other ceilings		
<b>Building Services</b>				29. 30" Clearance in front of mechanical / Electrical Equipment		
4. Electrical				30. Storage room(s) / Utility rooms accessibility, cleanliness		
5. Extension cords / multi face adaptors				<b>Hazardous Areas / Storage</b>		
6. Breaker Panel accessible / labeled				31. Hazardous liquids / paints / acids — areas / cabinets labeled		
7. Main electrical shutoff accessible				32. Hazardous Gases		
8. Emergency Generator				33. Explosives		
Last Tested:				34. Dust / Fumes		
9. Heating Appliance / Portable				35. MSDS paperwork available		
10. Combustible Storage in Mechanical Rooms				<b>Fire Resistive / Rated Construction</b>		
11. Water heater obstructed				36. Stairway(s)		
12. Gas Shutoff accessible				37. Corridors		
13. Elevators Inspection Forms				38. Elevator Shaft		
<b>Fire Protection Systems</b>				39. Floor / Ceiling / Walls		
14. Fire Alarm System / Current test and inspection records				40. Major Structure members		
15. Special Extinguishing system / type				<b>Occupancy Features</b>		
16. Hood / Duct system clean				41. Occupant Load Sign		<input checked="" type="checkbox"/>
17. Sprinkler System / Current test and inspection records				42. Fire Drills / Evacuation		
18. Standpipes / Current test and inspection records						
19. FDC						
<b>Fire Extinguishers</b>						
20. Date Last Inspected:						
21. Proper type & size						
22. Mounted properly						
<b>Means of Egress</b>						
23. Clear & Unobstructed		<input checked="" type="checkbox"/>				
24. Emergency Lighting						
25. Stairways in Order						
26. Exit Signs Illuminated						

G: Good D: Deficient NA: Not Applicable

* Remarks ☒ Recommendations X Requirements - Violations

All Violations shall be corrected as soon as possible

Reinspect date is shown when CRFR will return to check on requirements and violations

10 Fire Dept Access to Building Poor Due to Parked Cars.  
230 Both Rear Exits obstructed 3/4 exit Pathway obstructed by parked car, North/W exit obstructed by Unlabeled Doors and Board Across exit sign Exit Door on West Side  
410 No Occupant Load Sign Posted Fire Door/BAR Area Security not keeping accurate count of occupants (1 instead of 2 customers being used.)

Pre-Plan Updated: ☐ Yes ☐ No Officer's Review: _____

(Signature)

Inspected By: Officer D. M. ... Date: 2/25/22  
(Print & Sign)

Received By: _____ Date: _____  
(Print & Sign)

Re-Inspection Date: _____ Inspection Completion Date: _____

Initials Fire Department: _____ Occupant / Owner _____

Revised 9/16/19 FG





# Colorado River Fire Rescue

1850 Railroad Avenue • Rifle, Colorado 81650

Telephone: (970) 625-1243 • Fax: (970) 625-2963 • [www.crfr.us](http://www.crfr.us)

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Misty Williams  
City of Rifle  
City Clerk  
Ref: Imperio Mexican Restaurant

March 7, 2022

Misty,

This letter is to inform you and City Manager Tommy Klein of the Life Safety Inspection I conducted the night of February 25, 2022, 10:30 PM, at Imperio Mexican Restaurant located at 1733 C Railroad Ave in Rifle. This inspection was unannounced although I do believe the business manager knew that it would happen at some time that night.

I first drove into the parking lot from Railroad Ave where the parking lot was full but emergency access was maintained. I continued around to the North of the building and observed cars parked along the North side of the building and along the curb on the North side of the parking lot. The observed parking in this area was effectively blocking emergency access (20' clear access) to the North side of the building, I was able to drive my pickup through the parked cars. As I drove around to the West side of the building, I observed cars parked along the building up to the South/West corner of the building where I observed cars parked 3 deep which is still blocking emergency access. The south side and the front of the building was accessible for emergency access.

I entered the building and identified myself, advised the guard at the door that I was there to do an inspection of the business and that I would be walking around the business. I asked the guard if they had a count of the occupants of the bar? The guard referred me to the next guard inside the door, she advised me that the count



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was 505 at that time. I asked the first guard if he had a count of the people leaving on a second counter as requested by the building official? He advised that no one

was leaving and if they did then they had to pay to come back in. I have concerns with the business not being able to keep an accurate count with out two counters at the door.

I walked to the restaurant side of the building and found no patrons in that area only a few employees. I walked to the North/West rear exit door and found a board across the door blocking the exit. Business employees came in the exit way and removed the board from the door after I told them the door was blocked by the board.

I walked back around to the wood and steel fence that separated the restaurant from the bar. By the bar, there was two doors in the fence which were closed but easily swung open when I walked through them. The doors had sign on them which said, "Employees Only". The two doors in the fence are part of the designed exit way to the rear exit doors and did not have an exit sign or would not open enough to maintain the proper exit path. This is considered an exit obstruction in the exit pathway.

I contacted the security guard at the North side of the stage and identified myself and asked him if he was aware of the closest exit for the people to leave? He advised that the exit on the south side of the stage was the closest. This told me the guard was not aware of the exit by the bar and the guards should know how to get people cleared from the building in case of an emergency.

I walked around to the South side of the business and checked the South/West exit hallway and rear door. The exit pathway was clear, a guard was there watching the occupants. The guard went to the back door with me, I opened the rear exit door and found everything ok except, a car parked and blocking the exit path in the rear





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of the building where occupants would travel to get away from the building. This is considered an exit obstruction.

I walked back to the front of the building observing the crowd and the seating arrangement. I checked on the East wall of the business by the front door for the occupant load sign that I had seen in the past, I noticed it was gone. I also observed that there was a lot of tables and chairs in the bar along the dance floor. The number of occupants in the building appeared to be high but no way to know for sure without an accurate count. With the dining area being empty the occupant load for the bar area is, without a recalculation, 465 as shown in my documents and records. The occupants in the building at that time appeared to me to be manageable. The occupant load shall be recalculated based on more accurate drawing, tables, and chairs.

I walked back to the front door and was contacted by Able Quatero the business manager. I advised Able of the issues that I had found with the parking, exits, occupant load sign, and my concerns with the occupant load count for that area. Able advised he would get the car moved as soon as possible blocking the rear exit. I advised him that the occupant load would need to be checked due to the number of chairs and tables in the bar area. Able did get the car moved before I left. We both agreed to meet the next Monday to discuss the occupant load figure for the business.

John Nehiser from the Rifle Building Dept. and myself met with Able on the next Monday afternoon and showed him the drawing that he had supplied the city. The area needed to be re-measured so an official occupant load can be determined by the building inspector for this business. John and I explained to him how to fix the exit doors and pathways, that his security guards must know and consistently check the exits during occupation of the business, they needed two counters at the front door to count people in and out. I advised Able to get the drawing done and back to the city so a good accurate occupant load that could be established as soon as possible.



# Colorado River Fire Rescue

1850 Railroad Avenue • Rifle, Colorado 81650

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I advised Able that I would be submitting a written report to the city from my inspection on the night of the 25th.

Orrin D. Moon, Division Chief/Fire Marshal





**Agenda Item #9.a.**

**Agenda Item Name:**

Consider Modification of Premises for City of Rifle dba Ute Theater and Events Center

**Presenter:**

Misty Williams, City Clerk

Wayne Pleasants

Tom Whitmore, Parks & Recreation Director

**Item Description:**

Staff desires to add flexibility for potential outdoor uses of the venue by expanding the liquor license area into 4th Street, on select dates May 5, 2022 through December 31, 2022. This may be a temporary situation by state rules, but City Council approval is a prerequisite of State Liquor License Approval.

**Recommended Action:**

Move to approve the Temporary Modification of Premises application for City of Rifle dba Ute Theater and Event Center.

**Fiscal Impact:**

This modification will allow greater opportunities for outdoor activities related to the Ute Theater during the summer season. Staff expects that this will potentially increase revenue.

**Operational Impact:**

Staff time for planning, set-up and clean-up will increase. We plan for increased capacity or increased fees to offset the costs.

**Prior Board Motions:**

None

**Background Information:**

City of Rifle dba Ute Theater and Events Center located at 132 East 4th Street, Rifle CO has submitted a Temporary Modification of Premises application.

The following criteria have been met by the applicant:

- * The application is complete
- * The fees have been paid

I recommend approval of the Temporary Modification of Premises application for City of Rifle dba Ute Theater and Events Center.

**Executive Summary:**

This temporary modification of premises application is identical to last year's application. The area being licensed will remain the same, The memo attached is still correct and relevant to this application.

**Notification Requirements:**

None

**Prepared By:**

Alexis Ramirez, Deputy City Clerk

**Attachments:**

1. 2022 Modification of Premises - Ute Theatre
2. Ute Theatre Diagram of Modification-
3. 2021 Memo from Tom



**RECEIVED**

**MAR 01 2022**

**City Clerk  
 City of Rifle**

FOR DEPARTMENT USE ONLY

## Permit Application and Report of Changes

**Current License Number** 03-10555

**All Answers Must Be Printed in Black Ink or Typewritten**

**Local License Fee \$** _____

1. Applicant is a		Present License Number
<input type="checkbox"/> Corporation	<input type="checkbox"/> Individual	03-10555
<input checked="" type="checkbox"/> <b>OTHER: GOVERNMENT</b>		
<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	
2. Name of Licensee City of Rifle		3. Trade Name UTE Theater and Events Center
4. Location Address 132 East 4th Street		
City Rifle	County Garfield	ZIP 81650

**SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.**

Section A – Manager reg/change	Section C
• License Account No. _____  <input type="checkbox"/> Manager's Registration (Hotel & Restr.) .....\$75.00 <input type="checkbox"/> Manager's Registration (Tavern).....\$75.00 <input type="checkbox"/> Manager's Registration (Lodging & Entertainment).....\$75.00 <input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 12-47-301(8), C.R.S.) NO FEE	<input type="checkbox"/> Retail Warehouse Storage Permit (ea).....\$100.00 <input type="checkbox"/> Wholesale Branch House Permit (ea) ..... 100.00 <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) ..... 50.00 <input type="checkbox"/> Change Location Permit (ea) ..... 150.00 <input checked="" type="checkbox"/> Change, Alter or Modify Premises \$150.00 x _____ Total Fee _____
<b>Section B – Duplicate License</b>  • Liquor License No. _____  <input type="checkbox"/> Duplicate License ..... \$50.00	<input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____  <input type="checkbox"/> Addition of Related Facility to Resort Complex \$75.00 x _____ Total Fee _____  <input type="checkbox"/> Tavern Conversion .....No Fee

**Do Not Write in This Space – For Department of Revenue Use Only**

Date License Issued	License Account Number	Period
<b>TOTAL AMOUNT DUE</b>		<b>\$</b> _____
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 of Revenue may collect the payment amount directly from your bank account electronically.		<b>.00</b>

# Instruction Sheet

For All Sections, Complete Questions 1-4 Located on Page 1

## ☐ Section A

**To Register or Change Managers**, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

## ☐ Section B

**For a Duplicate license**, be sure to include the liquor license number in section B on page 1 and proceed to page 4 for Oath of Applicant signature.

## ☐ Section C

Check the appropriate box in section C and proceed below.

- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 4) **To modify Premise**, go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 5) **For Optional Premises or Related Facilities** go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 7) **Tavern Conversion**, go to page 4 and complete questions 10. Submit the necessary information and proceed to page 4 for Oath of Applicant signature. **(Must be completed by August 10, 2017, as the tavern conversion will no longer be permitted)*. Submit to Local Licensing Authority (city or county) for approval.



<b>Storage Permit</b>	<b>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</b>   <input type="checkbox"/> <b>Retail Warehouse Permit for:</b>   <input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)   <input type="checkbox"/> Off-Premises Licensee (Liquor stores)   <input type="checkbox"/> <b>Wholesalers Branch House Permit</b>   Address of storage premise: _____   City _____, County _____, Zip _____   Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.								
<b>Change Trade Name or Corporate Name</b>	<b>6. Change of Trade Name or Corporation Name</b>   <input type="checkbox"/> Change of Trade name / DBA only   <input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)   1. Certificate of Amendment filed with the Secretary of State, or   2. Statement of Change filed with the Secretary of State, <u>and</u>   3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.  <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 50%; padding: 2px;">Old Trade Name</td><td style="width: 50%; padding: 2px;">New Trade Name</td></tr> <tr> <td style="padding: 2px;"> </td><td style="padding: 2px;"> </td></tr> <tr> <td style="padding: 2px;">Old Corporate Name</td><td style="padding: 2px;">New Corporate Name</td></tr> <tr> <td style="padding: 2px;"> </td><td style="padding: 2px;"> </td></tr> </table>	Old Trade Name	New Trade Name			Old Corporate Name	New Corporate Name		
Old Trade Name	New Trade Name								
Old Corporate Name	New Corporate Name								
<b>Change of Location</b>	<b>7. Change of Location</b>   <b>NOTE TO RETAIL LICENSEES:</b> An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.   <b>Date filed with Local Authority</b> _____ <b>Date of Hearing</b> _____   (a) Address of current premises _____   City _____ County _____ Zip _____   (b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)   Address _____   City _____ County _____ Zip _____   (c) New mailing address if applicable.   Address _____   City _____ County _____ State _____ Zip _____   (d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.								

Change of Manager	<b>8. Change of Manager</b> or to <b>Register the Manager</b> of a Tavern, Hotel and Restaurant, Lodging &amp; Entertainment liquor license or licenses pursuant to section 12-47-301(8).   (a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging &amp; Entertainment only)   Former manager's name _____   New manager's name _____   (b) Date of Employment _____   Has manager ever managed a liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/>   Does manager have a financial interest in any other liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/>   If yes, give name and location of establishment _____
Modify Premises or Addition of Optional Premises or Related Facility	<b>9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility</b>   <b>NOTE:</b> Licensees may not modify or add to their licensed premises until approved by state and local authorities.   (a) Describe change proposed <u>Add 72'x138' to existing premises in front of patio area to facilitate weekly outdoor concert series</u>   (b) If the modification is temporary, when will the proposed change:   Start <u>May 5 2022</u> (mo/day/year) End <u>Dec 31, 2022</u> (mo/day/year)   <b>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</b>   (c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?   (If yes, explain in detail and describe any exemptions that apply) ..... Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>   (d) Is the proposed change in compliance with local building and zoning laws? ..... Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>   (e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises?   ..... Yes <input type="checkbox"/> No <input type="checkbox"/>   (f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.   (g) Attach any existing lease that is revised due to the modification.
Tavern Conversion	<b>10. Tavern Conversion</b>   (Note* Must be completed by August 10, 2017 as the Tavern conversion will no longer be permitted. Only Tavern licenses issued before August 10, 2016, that do not fit the definition of a tavern as defined in section 12-47-103(38), C.R.S. may convert to a different license type.) Please pick one of the following choices:   (a) I wish to convert my existing Tavern Liquor License # _____ to a Lodging and Entertainment Liquor License? ..... Yes <input type="checkbox"/> No <input type="checkbox"/>   (b) I wish to convert my existing Tavern Liquor License # _____ to a _____ Liquor License? ..... Yes <input type="checkbox"/> No <input type="checkbox"/>



**Oath of Applicant**

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge

Signature <i>Damon Wayne Plunkett</i>	Title <i>Manager</i>	Date <i>2/28/22</i>
------------------------------------------	-------------------------	------------------------

**Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)**

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. **Therefore, This Application is Approved.**

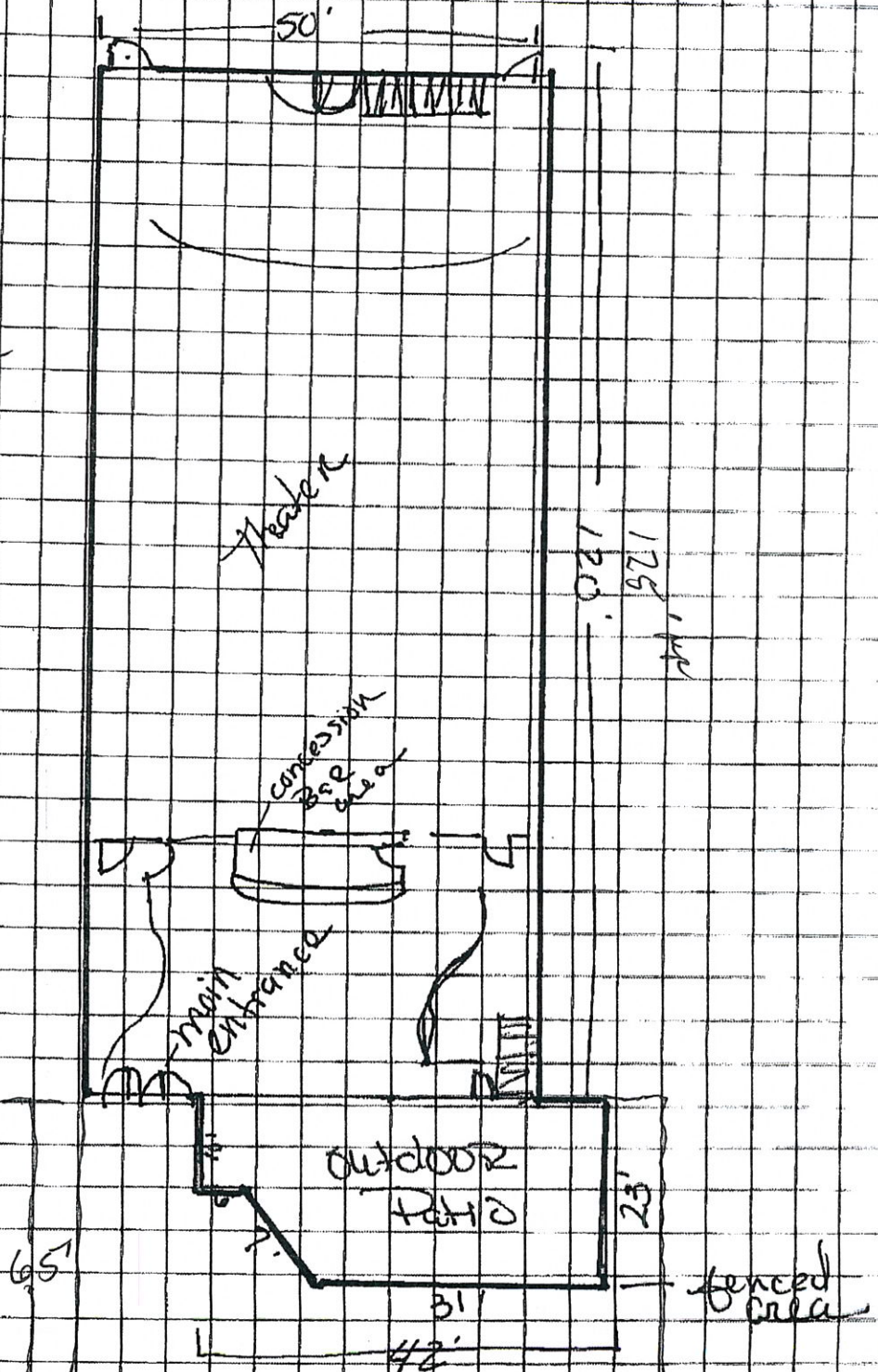
Local Licensing Authority (City or County) <i>City of Rifle</i>	Date filed with Local Authority
Signature	Title
	Date

**Report of STATE Licensing Authority**

The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

Signature	Title	Date

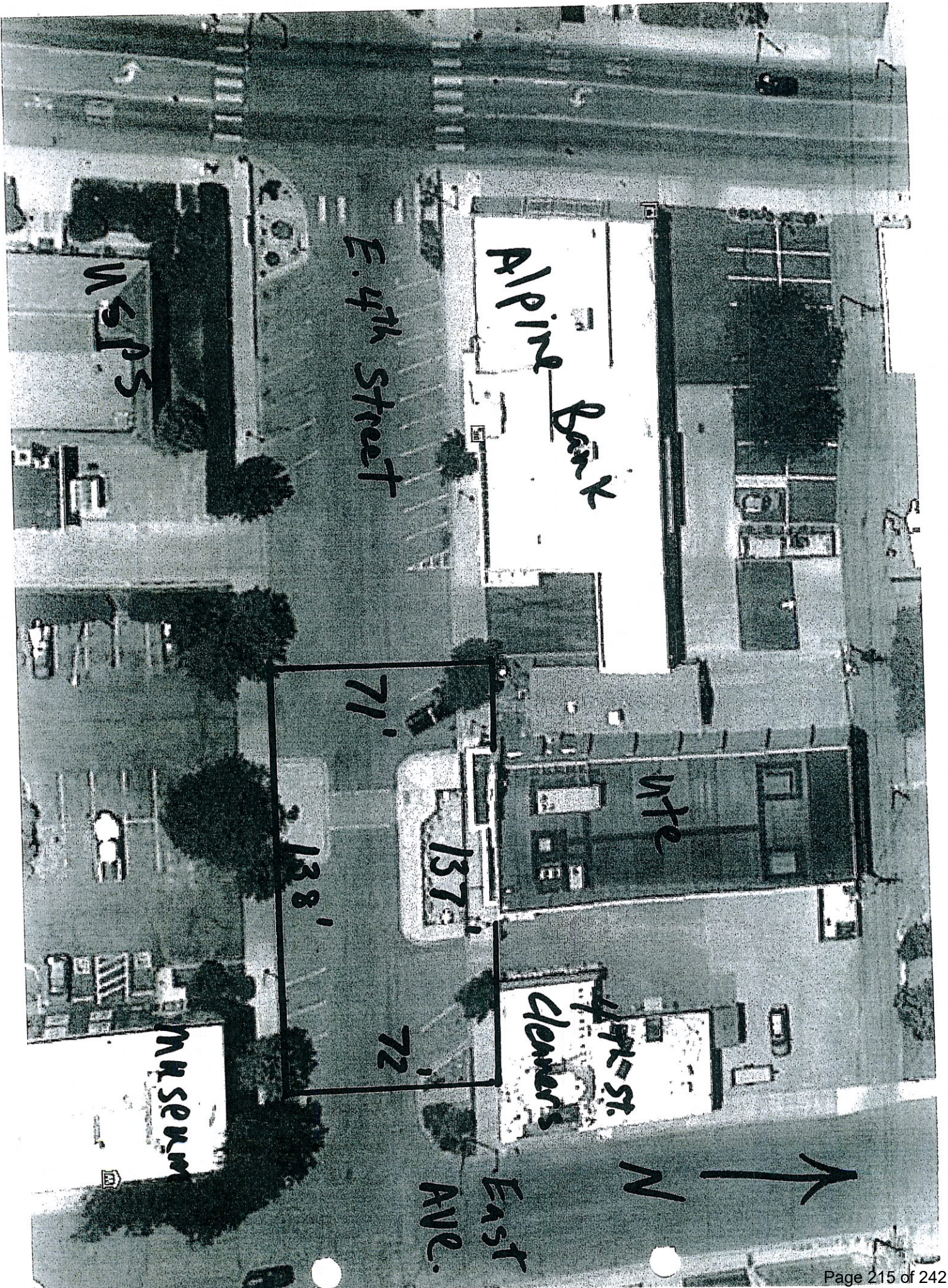
Add  
 65'x65'  
 space in  
 front of  
 WFE including  
 sidewalk &  
 East 4th Street



main level

DIAGRAM OF PREMISES







Deferred to 6/16/21.  
Approved 6/16/21.  
JH.

# Memo

**To:** City Manager, Honorable Mayor and Council

**From:** Tom Whitmore, Parks and Recreation Director

**Date:** May 21, 2021

**Re:** Ute Liquor License Modification of Premise

Scott,

We are seeking to modify the premise of the Ute Theater and Event Center Liquor License. In order to seek state Liquor License approval, City Council would first have to agree to the modification. The proposal is to extend the premise into 4th Street. This would allow the venue to occasionally host guests in a larger and more flexible space, and provide greater "patio" capacity for outdoor gatherings.

A site image is attached for your reference. The Premise Modification would move the southern boundary of the license across 4th Street from the Ute, to the curb. The south sidewalk would be open from East Avenue to Railroad, in order to allow pedestrians to pass. The eastern boundary would be a north/south line inside the cross walks for sidewalk along East Avenue, and the boundary on the west would be a line common with the extended north/south property line between Alpine Bank's Drive-up bays and the Rifle Works building, south, across 4th Street, to the curb.

If the premise modification is approved, during the time it is in effect, the east half-block of East 4th Street would be closed at both ends with Class 3 barricades. Use of this premise extension would generally occur in the late afternoon and evening hours and/or weekends. This portion of 4th Street has been closed for Ute events, such as street parties, proms, etc., in the past. A special event permit application is required to be submitted and approved, as part of the normal process, prior to this street section being closed.

The affected business on 4th Street; Alpine Bank, Rifle Creek Museum, Rifle Works, and 4th Street Cleaners, will be contacted in advance, and in-person, by the Ute Theater Manager prior to any closures for Ute events. Reminders also occur the day before closure.

Staff recommends modification of the Ute Liquor License premise as indicated.

Thank you,  
Tom





**Agenda Item #9.b.**

**Agenda Item Name:**

Receive Update on RFTA Refund 2021 - Senior Transportation

**Presenter:**

Tami Sours, Senior Center Director

**Item Description:**

RFTA has issued the figures for the 2021 refund for a total of \$140,479.26 with a \$26,278.96 refund for the City of Rifle. The council will need to direct how our refund is allocated. Garfield County has a Traveler Capital Improvement Fund that is used primarily for the purchase of new Traveler vans as needed. In the past, we have allocated refunds in multiple ways (chart attached for past allocations).

**Recommended Action:**

Approve allocation of the 2021 RFTA refund of \$26,278.96 for Traveler services.

**Fiscal Impact:**

The refund of \$26,278.96 will have a positive impact on the general fund budget for Non-Departmental Other Purchased Services. (GL 100-4800-400-501)

**Operational Impact:**

n/a

**Prior Board Motions:**

In the past, the council has allocated this refund in multiple ways. (chart attached) Four out of five refunds have been allocated 100% back to the City of Rifle and, one year, 25% to the capital improvement fund and 75% to the City of Rifle.

**Background Information:**

This will be the fifth year over the past seven years that RFTA has issued refunds to the municipalities that are a part of the seven-party MOU for senior services. Three of the seven members are not funded by the RFTA tax and the refunds go back to the communities. The City of Rifle Council has made decisions on how this refund is to be allocated for the past seven years. The Capital Improvement Fund was set up in 2016 in order to have funds available to replace Traveler vans as needed. The Traveler was starting to have a fleet of aged and high mileage vans that needed to be rotated out with new vans. This fund along with grants have helped in replacing the fleet and keeping the rotation of vans ongoing as needed.

**Executive Summary:**

We are asking the Council to approve the allocations for the 2021 RFTA refund of \$26,278.96 to the City of Rifle. This refund can be allocated 100% back to the City of Rifle, 100% to the Capital Improvement Fund held

by Garfield County, or a split allocation between the two. The last two refunds have been 100% allocated back to the City of Rifle.

**Notification Requirements:**

n/a

**Prepared By:**

Tami Sours, Senior Center Director

**Attachments:**

1. 2021 RFTA Refund Calc Draft
2. Traveler multi year cost, refund report



Jurisdiction	2021			2021 Savings	Allocation of Savings	
	Municipal Transportation Contribution		%		RFTA Members	Silt/Rifle/GarCo
Carbondale	\$ 13,900.96		2%	\$ 3,000.56	\$ 3,000.56	
Glenwood Springs	\$ 144,992.64		22%	\$ 31,297.02	\$ 31,297.02	
New Castle	\$ 9,376.45		1%	\$ 2,023.93	\$ 2,023.93	
Silt	\$ 6,697.46		1%	\$ 1,445.66		\$ 1,445.66
Rifle	\$ 121,745.00		19%	\$ 26,278.96		\$ 26,278.96
Garfield County	\$ 354,098.95		54%	\$ 76,433.13		\$ 76,433.13
<b>TOTAL</b>	<b>\$ 650,811.46</b>		<b>100%</b>	<b>\$ 140,479.26</b>	<b>\$ 36,321.51</b>	<b>\$ 104,157.75</b>

## TRAVELER REFUND HISTORY FOR CITY OF RIFLE

RIFLE						NEW					
YEAR	TOTAL COST	COUNTY PAID	# RIDES	RIFLE COST	COST / RIDE	REFUND	NET COST	ALLOCATION	COUNTY	CITY	COST/RIDE
2015	699,628.00	349,814.00	5,460	103,122.93	\$18.89	0.00	103,122.93	0	0.00	0.00	18.89
2016	719,307.00	359,653.50	5,075	112,018.96	\$22.07	15,340.24	96,678.72	100%	0.00	15,340.24	19.05
2017	706,000.00	353,000.00	4,333	109,557.99	\$25.28	16,529.69	93,028.30	25% / 75%	4,132.42	12,397.27	21.47
2018	707,759.00	353,879.50	3,765	108,986.17	\$28.95	11,890.05	97,096.12	100%	0.00	11,890.05	25.79
2019	693,231.00	346,615.50	3,865	118,021.85	\$30.54	0.00	118,021.85	0	0.00	0.00	30.54
2020	679,699.00	355,087.09	5,208	110,418.65	\$21.20	23,778.11	86,640.54	100%	0.00	23,778.11	16.64
2021	761,487.00	380,743.50	4,090	121,745.00	\$29.77	26,278.96	95,466.04				23.34





**Agenda Item #9.c.**

**Agenda Item Name:**

Consider Approval of Senior Center Advisory Board Members

**Presenter:**

Tami Sours, Senior Center Director

**Item Description:**

The Senior Center Advisory Board has voted for three new members to serve a three-year term. The board is asking the council to approve the appointments. Lois Scriptor as the alternate and Dianna Taylor and Betty Clifford as members. All three are current residents of the City of Rifle.

**Recommended Action:**

Move to approve appointed Senior Center Advisory Board Members Lois Scriptor, Dianna Taylor and Betty Clifford to 3 year terms.

**Fiscal Impact:**

n/a

**Operational Impact:**

n/a

**Prior Board Motions:**

In the past, council has approved recommended board members appointed by the Senior Advisory Board.

**Background Information:**

The Senior Advisory Board is a board of seven members and two alternates for a total of nine. Each member serves a three-year term and can serve for two consecutive terms. All board members shall be at least 60 years of age. At least five members must be residents of the City of Rifle.

**Executive Summary:**

The Senior Advisory Board consists of very active seniors that volunteer and utilize our Senior Center. Their input is of value when deciding on programs, building improvements, and overall senior issues. The board works well with the Director and communication is of great importance. The three seniors being asked for appointment are also very active and participate in Senior Center events, lunches and activities.

**Notification Requirements:**

n/a

**Prepared By:**

Tami Sours, Senior Center Director

**Attachments:**

None





**Agenda Item #9.d.**

**Agenda Item Name:**

Consider Purchase Request for New John Deere Wheel Loader

**Presenter:**

Brian Prunty, Public Works Director  
Colton Secary

**Item Description:**

Request for authorization to purchase a new John Deere Wheel Loader from Honnen Equipment Co.

**Recommended Action:**

Move to approve the Purchase Request of a new John Deere Wheel Loader from Honnen Equipment Co. for an amount of \$158,526

**Fiscal Impact:**

Reduces costs for repair and maintenance for the next 10 years.

**Operational Impact:**

This will meet the reliable heavy equipment needs of a loader for the next 10 years.

**Prior Board Motions:**

N/A

**Background Information:**

The loader we are seeking to replace is a 2007 Kawasaki 65Z with approx. 4000 hours. It has increased in its frequency of downtime due to repair issues and maintenance in recent years.

**Executive Summary:**

Public Works relies heavily on our wheel loaders and they are an essential part of our operations and maintenance. The loader we are replacing no longer has the reliability that we demand. Maintenance costs have gone up and while it still has trade-in value, now is a great time to purchase a new wheel loader. Honnen Equipment has provided an excellent price and they have been a valuable partner in previous John Deere equipment purchases.

This purchase also represents the latest in technologies which provide for efficient fuel use and low environmental impact.

**Notification Requirements:**

N/A

**Prepared By:**

Brian Prunty, Public Works Director

**Attachments:**

1. Memo - TKlein re Purchase Request for JD Wheel Loader_bgp
2. Memo - BPrunty 2022 Deere loader recommendation memo
3. John Deere - Honnen_Quote 26189643
4. QT237580R1S1
5. Komatsu WA270 8 Wheel Loader quote 2 22
6. PURCHASE REQ - Honnen Equip - JD 544P Wheel Loader_bgp





**TO:** Tommy Klein, City Manager  
**FROM:** Brian Prunty *BGP*  
**CC:** Michelle Duran, Finance Director  
**DATE:** March 8, 2022  
**RE:** Purchase of Front-End Wheel Loader

---

This is a request for authorization and expenditure for a new 2022 John Deere Wheel Loader. This purchase would replace our existing Kawasaki wheel loader, which would be part of the sale as trade-in. Our Kawasaki loader has performed well over its life with the city but has started to require frequent repair and shows signs of needing major maintenance investment. Given that it still has some trade-in value, now is a good time to part with it.

Per our purchasing ordinance for Capital Purchase, I have attached three (3) quotes of competing vendors; all of which are based on **Sourcewell** competitive pricing criteria. They are summarized in the following:

- |                                  |                                                      |
|----------------------------------|------------------------------------------------------|
| 1) 2022 John Deere Wheel Loader  | Honnen Equipment Co.                                 |
| Model: 544 P                     | Trade-in Allowance: \$33,000      Balance: \$158,526 |
| 2) 2022 Caterpillar Wheel Loader | Wagner Equipment Co.                                 |
| Model: 930 M                     | Trade-in Allowance: \$40,500      Balance: \$177,200 |
| 3) 2022 Komatsu Wheel Loader     | Power Motive Corp.                                   |
| Model: WA270-8                   | Trade-in Allowance: \$20,000      Balance: \$179,950 |

All three manufacturers build excellent loaders, but John Deere, far and away, provides the best value for our money given the machine and the warranty they've included with the purchase. Our selection process was able to assume a simpler comparative pricing model since **Sourcewell** provides a formal bidding process, which conforms to national procurement code. **Sourcewell** is an excellent resource for us because they vet all the vendors and press for bid contracts with them which utilize state cooperative purchasing bids. Furthermore, if vendors want to be competitive on these contracts, they need to work with government purchasing to secure the best value for their products. Such was the case for the vendors that provided quotes for the loader. Nevertheless, these quotes come as negotiated prices. Besides the base cost of the machine, also, considered were



Memo to Tommy Klein  
March 8, 2022

trade-in value, warranty provisions, the machine itself as being comparable in size and performance. Colton utilized his experience and knowledge regarding this type of equipment as to its durability and operation, his experience with these vendors, and quality of the machines offered, to decide which loader was best. Each vendor performed an inspection of the Kawasaki loader and provided a value for trade-in based on their process.

We have budgeted \$170,000 in our Equipment budget. We ask for your approval of \$158,526.00 to make this purchase. Attached are the quotes, a memo from Colton Secary to me, and the Purchase Request. I will forward the Purchase Request to Michelle Duran to verify funds.

Attachments.





**TO:** BRIAN PRUNTY, PUBLIC WORKS DIRECTOR  
**FROM:** COLTON SECARY, OPERATIONS AND MAINTENANCE SUPERVISOR  
**CC:** EDWARD MEZA, FLEET MECHANIC  
**DATE:** MARCH 7, 2022  
**RE:** REPLACEMENT FOR KAWASAKI LOADER

---

Having heavy equipment in reliable, good working order is essential to our operation at City of Rifle, Operations and Maintenance department. For snow removal, water main breaks, emergency responses and simply day to day operations, these large machines must run as intended, every time. Our Kawasaki loader is beginning to show its age, and signs of costly repairs are on the horizon. It is my recommendation that this machine be replaced. I have talked to various manufactures, given specs for what this replacement should look like, and received three prices from competing vendors. The machine will conform to the following:

- Three cubic yard bucket, with size and horsepower capable of motivating said load
- High traction differentials for snow removal and stripping material from our pit
- Auxiliary hydraulic connections for use with implements we already own

Honnen Equipment, vendor of John Deere, has submitted a quote for a 2022, 544 P loader. It matches my requirements and is the low bid of the three quotes I received. This is my recommendation. With a \$33,000 dollar trade in of our Kawasaki, they can furnish this machine for \$158,526. They have by far the best warranty, a large presence on the western slope and my experience with their machines has been nothing but positive.

Colton Secary



Quote Id: 26189643

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Prepared For:  
**CITY OF RIFLE**



Prepared By: **ERIC SCHMALZ**

Honnen Equipment Co.  
2358 I-70 Frontage Road  
Grand Jct., CO 81505

Tel: 970-243-7090  
Mobile Phone: 970-200-5837  
Fax: 970-243-7092  
Email: [ericschmalz@honnen.com](mailto:ericschmalz@honnen.com)



## Quote Summary

**Prepared For:**

CITY OF RIFLE  
202 RAILROAD AVE  
RIFLE, CO 81650  
Business: 970-625-6228

**Prepared By:**

ERIC SCHMALZ  
Honnen Equipment Co.  
2358 I-70 Frontage Road  
Grand Jct., CO 81505  
Phone: 970-243-7090  
Mobile: 970-200-5837  
ericschmalz@honnen.com

**Quote Id:** 26189643  
**Created On:** 04 March 2022  
**Last Modified On:** 04 March 2022  
**Expiration Date:** 11 March 2022

Equipment Summary	Selling Price	Qty	Extended
2022 JOHN DEERE 544 P WHEEL LOADER	\$ 191,526.00 X	1 =	\$ 191,526.00
John Deere Extended Warranty- Power Train & Hydraulics for 84 Months or 4,000 Hours	\$ 0.00 X	1 =	\$ 0.00

**Equipment Total** **\$ 191,526.00**

Trade In Summary	Qty	Each	Extended
2007 Kawasakit 65ZV	1	\$ 33,000.00	\$ 33,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 33,000.00

**Trade In Total** **\$ 33,000.00**

### Quote Summary

Equipment Total	\$ 191,526.00
Trade In	\$ (33,000.00)
SubTotal	\$ 158,526.00
Total	\$ 158,526.00
<b>Balance Due</b>	<b>\$ 158,526.00</b>

Salesperson : X _____

Accepted By : X _____

# Selling Equipment

Quote Id: 26189643

Customer: CITY OF RIFLE

## 2022 JOHN DEERE 544 P WHEEL LOADER

Hours:

Stock Number:

Code	Description	Qty
6030DW	544 P WHEEL LOADER	1
Standard Options - Per Unit		
170K	JDLink™	1
0924	John Deere PowerTech Engine	1
1010	Standard Wheel Loader	1
1110	5-Speed Powershift Transmission	1
1217	140 amp Alternator	1
1310	Flat Black Curved Stack	1
1430	Engine Air Intake System with Centrifugal Precleaner	1
1520	Automatic Reversing Hydraulic Fan	1
1610	Standard Fuel Filter with Water Separator and Standard Fuel Fill	1
1910	Premium Cab	1
1940	7 inch Monitor	1
1970	Hydrau Hydraulic Fluid	1
2010	Standard Z-BAR	1
2120	Steering Wheel Only	1
2240	Premium Seat, Heated and Ventilated with Heavy Duty Air Suspension	1
2360	Joystick Controls	1
2403	Three Function Hydraulics	1
2510	Ride Control	1
2605	English Decals and Manuals	1
2730	30 Amp Converter	1
2870	No Payload Scale with Cycle Counter	1
3049	High Traction - Front & Rear Hydraulically Locking Differential Axles	1
3110	Automatic Differential Lock	1
4934	No Brand Preference	1
5530	Standard Front Fenders	1
5610	Left Side Steps Only	1
5840	No Fork Frame	1
5940	No Tines	1
7120	Halogen Work and Drive Lights	1
8220	Rear Hitch and Counterweight	1
8240	Rear Camera	1



# Selling Equipment

**Quote Id:** 26189643**Customer:** CITY OF RIFLE

8275	LED Strobe Beacon with Left Beacon Bracket	1
8350	Remote Powered and Heated Exterior Mirrors	1
8370	Premium AM/FM/Weather Band (WB) with Bluetooth, Remote Aux and Remote USB Port	1
8450	Cab with Air A/C Charge	1
8561	Hydraulic Coupler - Hi-Vis/ISO Pattern	1
8860	Bolt-on Cutting Edge	1
8910	3.0 Cu. Yd. Bucket (Coupler only)	1
9015	Engine Block Heater	1
9043	Environmental Drains and Sampling Ports	1
9065	Axle Oil Cooling and Filtration	1
9140	Fire Extinguisher	1
9240	Engine Compartment Light	1
9410	Transmission and Bottom Guards	1
9520	License Plate Bracket	1
9525	Slow Moving Vehicle (SMV) Emblem	1
9709	20.5R25 1 STAR L3 NO BRAND PREFERRED RADIAL TIRES WITH 3 PC RIMS	1
<b>Service Agreements</b>		
John Deere Extended Warranty - Power Train & Hydraulics for 84 Months or 4,000 Hours		



Quote 237580-01

February 25, 2022

CITY OF RIFLE  
BOX 1908  
RIFLE, Colorado 81650

Attention: Colton Secary

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

Caterpillar Model: 930M Wheel Loader

**STOCK NUMBER:** TBD      **SERIAL NUMBER:** TBD      **YEAR:** 2022      **HOURS:**

We appreciate the opportunity to extend this quote. This quote is subject to availability and is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Regards,  
Brian Shaver  
Sales Representative  
Wagner Equipment Co.



**Caterpillar Model: 930M Wheel Loader****STANDARD EQUIPMENT**

**POWERTRAIN** -Axle seal guards -Auto idle shut down feature -Cat C7.1ACERT engine --Power modes (standard and performance) --Power by range (high Power in range 4) --Tier 4 Final/Stage IV compliant --Turbocharged and aftercooled --Filtered crankcase breather --Diesel particulate filter --Selective catalyst reduction -Coolant protection to -34C (-29F) -Differential lock in front axle -Dry type air cleaner -Enclosed wet disc full hydraulic brakes -Fuel priming pump, automatic -Fuel water separator -Hydraulically driven demand cooling fan -Hydrostatic transmission with electronic -control --Operator modes (default, TC, hystat and -ice) --Directional shift aggressiveness (fast, -medium, slow) --Rimpull control, adjust wheel torque --Creeper control, adjust ground speed -Lubed for life driveshafts -Parking brake, electric -Single plane cooling package wide 6 fins -per inch density -S-O-S port,engine,coolant,transmission -oil -

**HYDRAULICS** -Automatic lift and bucket kickouts, -adjustable in-cab -Bucket and fork modes, adjustable in-cab -Cylinder damping at kickout and -mechanical end stops -Fine mode control (fast, medium, slow) -in fork mode -Hydraulic response setting (fast, -medium, slow) -Hydraulic diagnostic connectors and -S-O-S ports -Hydraulic sight gauge, visible -Load sensing hydraulics and steering -Seat mounted hydraulic joystick controls

**ELECTRICAL** -Alternator, 115-amp, heavy duty -12V power supply in cab (2) -Batteries, 1,000 CCA (2) 24 volt system, -disconnect switch -Back up alarm -Emergency shutdown switch -LED rear stop and turn lights -Heavy duty gear reduction starter -Product Link -Remote jump start post -Resettable main and critical function -breakers -Roading lights front and rear -

**OPERATOR ENVIRONMENT** -75 mm (3 in) retractable seatbelt -Automatic temperature control -Cab, enclosed ROPS/FOPS pressurized -and sound suppressed -Cup holders -External heated mirrors with lower -parabolic -Ground level cab door release -Gauges --Digital hour meter, odometer and -tachometer --Digital ground speedometer and -direction indicator --Engine coolant temperature gauge --Fuel and diesel exhaust fluid level -indicator --Hydraulic oil temperature gauge -Hydraulic control lockout -Interior cab lighting, door and dome -Interior rearview mirrors (2) -Lunch box storage -Operator warning system indicators -Radio ready speakers -Rear window defrost, electric -Seat mounted electronic implement -controls, adjustable -Sliding glass on the side windows -Column mounted multi function control --lights, wipers, turn signal -Suspension seat, fabric -Tilt and telescope steering wheel -Tinted front glass -Wet arm wiper/washer, 2-speed and -intermittent, front -Wet arm wiper washer, rear -

**OTHER STANDARD EQUIPMENT** -Large-access enclosure doors with -adjustable close/open force -Parallel lift loader linkage -Recovery hitch with pin -Remote mounted lubrication points -Vandalism protection- -lockable compartments -

**MACHINE SPECIFICATIONS**

930M SWL DCA2C

INCLUDES:

541-2671 930M WHEEL LOADER

430-2945 PREP PACK, NORTH AMERICA

565-0933 HYDRAULICS, 3V, CPLR READY, SL

536-5283 HYDRAULICS, STANDARD

530-1623 LINES, AUX 3RD, STD LIFT

536-5339 JUMPER LINES, NONE

333-6850 STEERING, STANDARD

333-6527 DIFFERENTIAL,LIMITED SLIP REAR

536-5320 ENVIRONMENT, STANDARD

525-5964 WEATHER, COLD START 120V

549-0451 CAB, DELUXE

563-5967 SEAT, DELUXE

372-1868 STANDARD RADIO (12V)

366-8148 FENDERS, STANDARD

552-4465 CTWT, HEAVY, 2668LBS(1210KG), 5PCS

430-2860 RIDE CONTROL

536-5313 QUICK COUPLER, FUSION

559-0841 LIGHTS, AUX, HALOGEN

541-3066 LIGHTS, ROADING, HALOGEN, RH

491-7922 TOOLBOX AUX

NOTE: Please refer to the Lane 1 section to complete your order.

TIRES,20.5R25 MX XSNOPLUS * L2

WINDSHIELD ACCESS STEPS

WARNING, BEACON, LED STROBE

GUARD, POWERTRAIN, LOWER

GUARD, POWERTRAIN, SIDE

GUARD, CRANKCASE

GUARD, DRIVESHAFT

AUTOLUBE

BUCKET-GP, 3.0 YD3, FUS

KIT, WARNING,BEACON,LED STROBE

CARRIAGE, PAL C3/4, 62", FUS

FORK TINE, 2.25" X 6" X 54"



SELL PRICE	\$217,700.00
LESS GROSS TRADE ALLOWANCE	(\$40,500.00)
<b>SUBTOTAL</b>	<b>\$177,200.00</b>
<b>TOTAL</b>	<b>\$177,200.00</b>

**TRADE-INS**

Model	Make	Serial Number	Year	Trade Allowance
65ZV	KAWASAKI (KK)	65C4-5532	2007	\$40,500.00

**WARRANTY & COVERAGE**

Standard Warranty: 12 Months Unlimited Hours, Parts and Labor (Travel Time included for the first 6 months)

Extended Coverage: 930-60 MO/3000 HR PREMIER

**F.O.B./TERMS:**

Aurora

**PAYMENT TERMS****Cash Invoice Terms**

CASH WITH ORDER
\$0.00

Please enter our order of equipment as listed below:

Customer Number _____ P.O. Number _____

**Purchaser** City of Rifle **Phone Number** 970-456-6701

**Address** Rifle, CO. **Fax Number** _____

DESCRIPTION	SERIAL NUMBER	AMOUNT
Komatsu WA270-8 Wheel Loader	NEW TBD	\$199,950.00
Limited Slip		
Quick Coupler		
3 Yard Bucket with Hook		
3rd spool hydraulics to run plow / attachments		
Engine/Coolant heater		
Turbo II Precleaner before air filter		
<b>Weight of Vehicle: 29,080 LBS</b>		
<b>Branch Location: Grand Junction</b>		
<b>Ship To Location: City of Rifle Shop, Hwy 6</b>		
	SUB TOTAL	\$199,950.00
TRADE INFORMATION	SERIAL NUMBER	TRADE ALLOWANCE
2007 Kawasaki 65Z Loader with approx 4055 hrs	65C4-5532	\$20,000.00
	<b>TOTAL TRADE-IN ALLOWANCE</b>	\$20,000.00

#### WARRANTY

☐ "AS-IS, WHERE-IS, NO WARRANTY EITHER EXPRESSED OR IMPLIED

☒ OTHER:

Full Machine Warranty for 1 year  
 3 Year/ 5000 hour Powertrain Warranty  
 Komatsu to provide KDPF Filter at 4,500 hours and  
 9,000 hours

Balance			\$179,950.00
Delivery Charge			
Non-Taxable			
State Tax		%	\$0.00
City Tax		%	\$0.00
County Tax		%	\$0.00
RTD Tax		%	\$0.00
<b>Balance Due</b>			\$179,950.00
Down Payment			
Other Charges			
Other Credits			
<b>Total</b>			\$179,950.00

Please deliver to me/us the above goods which I/we purchase subject to the **conditions, terms and warranties stated herein and on the reverse side of this agreement** which have been read and thoroughly understood. Finance terms are conditional upon approved credit approval by each finance company. In lieu of approved financing, terms are net due on delivery.

Accepted for POWER MOTIVE CORP

By Jim Schmitt

Signature _____

Title Sales Manager

Date _____

Order dated on this day of _____

Purchaser City of Rifle

Signature _____

Title _____

Salesman Rodney Smith



## TERMS AND CONDITIONS

The order on the reverse side is subject to the following terms and conditions.

1. Seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance. This order when accepted in writing by a qualified officer or agent shall become a binding contract.
2. The purchaser agrees that this order shall not be countermanded by him and that when it is accepted as above provided, this order and acceptance, and other written contracts, notes and instruments executed in connection therewith will cover all agreements between the parties relative to this transaction, The seller is not bound by any representations, guarantees, warranties or statements made by any agent which are not embodied in these documents or which are, not in themselves, signed by a qualified representative of the company at its Denver office.
3. The seller shall not be responsible for damages resulting from delay in delivery or failure to perform which results from strikes, lock-outs, accidents, fire, delay's in manufacturing or transportation, acts of God or any other caused beyond the control of the seller. In no event shall the seller be liable for special or consequential damages.
4. It is agreed that the chattels described in the within order shall remain personal property even though they may hereafter be affixed to real estate
5. It is understood and agreed that title to and right of possession of all equipment described herein shall remain vested in the seller until the entire purchase price and all other indebtedness and sums due or to become due from the purchaser shall have been fully paid. In the event that a chattel mortgage is to be given to the seller as a part of the within agreement, then such title shall remain in the seller until execution and delivery of such instrument of security which by its terms shall then reinvest seller with such title or right to possession as shall be provided therein. Upon purchaser's failure to execute such instruments of security upon seller's demand, seller shall have the right at its option to declare the entire balance of the purchase price due and payable and thereafter repossess such equipment without the necessity of court action. Purchaser agrees to pay to seller any reasonable attorneys' fees, costs of collection including court costs incurred by seller the enforcement of any of its rights hereunder
6. The purchaser agrees that from the date of delivery and until the entire purchase price is paid in full, he will procure and maintain fire and theft insurance for the benefit of the seller to the amount of the unpaid purchase price, and will deliver the policies to the seller.
7. WARRANTY NEW: THE NEW EQUIPMENT COVERED BY THE WITHIN ORDER IS SOLD UNDER SUCH EXPRESS WARRANTY (IF ANY) AS MAY BE SEPARATELY STATED IN WRITING BY THE APPLICABLE MANUFACTURING SUPPLIER, AND IN SUCH CASE, SUCH EXPRESS WARRANTY IS DELIVERED HERewith. THERE ARE NO TERMS, CONDITIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, OR QUALITY, FITNESS, CAPACITY OR OTHERWISE OF THE GOODS COVERED BY THE WITHIN ORDER OTHER THAN OR DIFFERENT FROM SUCH PRINTED WARRANTY OF SAID MANUFACTURING SUPPLIER. THE SELLER DOES NOT WARRANT ANY SUCH EQUIPMENT IN ANY MANNER WHATSOEVER.
8. WARRANTY USED: USED OR SECOND HAND EQUIPMENT WHICH MAY BE INCLUDED IN THIS ORDER IS SOLD WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED (EXCEPT THAT SELLER WARRANTS TITLES), UNLESS SUCH WARRANTY IS DESIGNATED IN THE SPACE PROVIDED ON THE FACE OF THIS ORDER  
  
If defects in material or workmanship occur within the warranty period, Power Motive Corp. will furnish necessary parts and install them at no charge to the customer (however, customer furnishes oil, grease, anti-freeze, etc.). Power Motive Corp. reserves the right to decide which parts need replacing. This warranty does not cover the following items: Tires, batteries, electric accessories; cutting edges, teeth, blades, wire rope, filter elements and any similar items of a service or maintenance nature. When warranty service is performed at times other than between 8:00 A.M. and 4:30 P.M. Monday through Friday, Power Motive Corp. will charge the customer the overtime differential which it has to pay the serviceman. This warranty is in lieu of all other-warranties express or implied, and no person is authorized to give any other warranties on the Company's behalf or to assume for it any other liability. This warranty is nontransferable.
9. Purchaser hereby warrants that he or it has good and marketable title to any chattel or property transferred or conveyed to seller as a trade in on any equipment described herein and that he or it has the absolute right to sell, assign and transfer the same to seller free and clear of all liens, pledges, security interests or encumbrances and without any breach of any agreements to which he or it is a party. Purchaser further agrees to indemnify and hold harmless seller from any loss, liability, claim or damages suffered by seller as a result of purchaser's breach of any representation or conditions hereof, including court costs, attorney's fees and other costs of collection incurred by seller in the enforcement of any of its rights hereunder.

**Accepted for POWER MOTIVE CORP:**

Signature _____

Date _____

**Customer:**

Company Name _____

Signature _____

Date _____



## CITY OF RIFLE PURCHASE REQUEST

1.	<b>Vendor Name</b>	<b>NEW: W-9 attached</b> <input type="checkbox"/>
	Honnen Equipment Company	

2.	<b>Vendor Address</b>
	2358 I-70 Frontage Road
	Grand Junction, CO 81505

3.	<b>For the Purchase of (description)</b>
	2022 John Deere 544 P
	Wheel Loader

4.	<b>Amount Requested</b>	<b>Amount Budgeted</b>	<b>Finance Director Verified Funds Avail.</b>
	\$158,526.00	\$170,000	

5.	<b>Dept. Name</b>	<b>General Ledger Acct #</b>
	Public Works	610-4900-400-742

6.	<b>Type of Purchase</b>
	Capital Construction
	Capital Construction – Change Order
	x Capital Equipment
	Plant Equipment
	Materials, supplies, non-profession/technical services (includes computer/software maint.)
	Professional Services
	Utilities (includes equipment installation)
	Land, easements, ROW

7.	<b>Purchasing Process Required</b>
	Cooperative Purchasing
	Open Market
	x Comparative Pricing - Sourcewell competition
	Request for Proposal (attach bid tab)
	Formal Bid (attach bid tab and advertisement)
	Single Source (attach an explanation)

8.	<b>Authorization Required</b>
	x City Manager
	x City Council

9.	<b>Signatures</b>		
	<b>Position</b>	<b>Signature</b>	<b>Date</b>
	Department Director	Brian Prunty	3/8/2022
	City Manager		
	City Council Approval (meeting date)		
10.	<b>Purchase Order # assigned by Finance</b>		



### General summary of purchasing ordinance (Section 4, Art. III)

TYPE OF CONTRACT	ESTIMATED AMOUNT	PROCESS	Purchase Order? Purchase Request?	CITY COUNCIL APPROVAL REQUIRED?
Capital Construction	< \$5,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO	Yes if over \$20,000 or for any amount from Capital Fund.
	\$5,000-\$20,000	Comparative Pricing (solicit quotes from 3 ) vendors/suppliers)	Purchase Request	
	\$20,001-\$100,000	Competitive Bid (see Code Sec 4-3-40)		
	> \$100,000	Bonded Competitive Bid		
Capital Construction Change orders	< = 10% of approved contract	When total change orders to date are < 10% - Dept Head or City Manager Approval	Purchase Request	Yes if total change orders to date are greater than 10%
	> 10% of approved contract			
Capital Equipment	< \$5,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO	Yes if over \$20,000 or for any amount from Capital Fund.
	\$5,000-\$20,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
	> \$20,000	Competitive Bid (see Code Sec 4-3-40)		
Plant Equipment Replacement (purchases necessary for replacement of existing equipment that is component part of any water, wastewater, or physical plant)	< \$7,500	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$75,000
	\$7,500-\$75,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
	>\$75,000	Competitive Bid (see Code Sec 4-3-40)		
Materials, Supplies, Non- Professional Services and Technical Services (including software/hardware maintenance technical services)	< \$10,000	Open Market (informal evaluation by purchasing agent)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$20,000
	>\$10,000	Comparative Pricing (solicit quotes from 3 vendors/suppliers)	Purchase Request	
Professional Services (note- process for appointed positions such as auditor, attorney, engineer, or municipal judge to be determined by Council)	< \$25,000	Open Market (informal evaluation by purchasing agent)	All - Purchase Request	Yes if anticipated to exceed \$25,000 per year to a single vendor
	> = \$25,000	Written requests for written proposals must be sent to at least 3 firms or individuals		
Utilities including installation of equipment (purchases to secure utility services such as natural gas, electricity, local telephone, water, or sewer)	any amount	Single Source (negotiations, where appropriate, after good faith determination that only one viable source exists in relevant supply area - keep records for one year)	> \$5,000 - PO >= \$5,000 - Purchase Request	No
Real Property Interest (including easements and rights of way)	any amount	Single Source (see above)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$5,000.



**Agenda Item #10.a.**

**Agenda Item Name:**

Report to City Manager

**Presenter:**

Tommy Klein, City Manager

**Item Description:**

Staff report on notable tasks completed within the individual departments.

**Recommended Action:**

No action necessary

**Fiscal Impact:**

N/A

**Operational Impact:**

N/A

**Prior Board Motions:**

N/A

**Background Information:**

N/A

**Executive Summary:**

Work Report to City Manager  
03/11/2022

**Notification Requirements:**

N/A

**Prepared By:**

Alexis Ramirez, Deputy City Clerk

**Attachments:**

1. Report to City Manager 03.11.2022



# WORK REPORT TO CITY MANAGER

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**03.11.2022**

## **PIO**

- Continuing updates on website and social media on local issues and citizen concerns. We are doing a big push to get people engaged with Balancing Act so we can generate data on where our citizens would like to see the A.R.P.A. funds spent.
- We have created an informational flyer with important City phone numbers. This flyer might eventually be made into refrigerator magnets. It's hoped that when people have quick access to the numbers they need, they won't be continually calling the wrong people.
- Responded to several citizen calls and emails regarding City issues.

## **COURT**

- Handled 56 adult cases and 18 juvenile cases on March 2nd court day.
- Held 4 telephone hearings with inmates in custody.
- Held a jury trial on March 8 for a theft case.
- Attended CML Statehouse Report Webinar.

## **POLICE**

- As of March 1st we have one cadet attending the CMC academy. All reports are that he is doing well in his studies.
- Two candidates, Nathan Roos and Ethan Turner, have accepted conditional job offers. Both candidates have prior law enforcement training and qualify for a two week mini academy refresher course. They are both scheduled to attend the mini-academy in April.
- We are conducting an employment process on March 24th and 25th to fill the last vacancy. Currently, we have three candidates interviewing for this vacancy.
- Recruitment efforts are on-going. Many officers participated in a recruitment video that will be finishing up in the next month. Lt. Kuper and Chief Funston have been making arrangements to personally visit area law enforcement academies.
- Event preparations are being made for:
  - Spring Clean – Up April 19-23rd and April 26-30th.
  - Bike Rodeo – May 14th

## **FINANCE**

- Audit fieldwork in process this week.
- Balancing act simulation for citizen input related to our American Rescue Plan funds is up and available to citizens. Link is on our website.
- In our 2022 budget process, we revised our sales tax revenue projection for 2021 to expect an increase of 14% over 2020. Not including motor vehicle taxes and use taxes related to building, our increase was 13.5%. When MV tax and Use are included, the increase is 16.7%

## **PUBLIC WORKS**

- Preparation of draft RAISE Grant application submission for Park & Ride

## **CITY MANAGER**

- A mandatory pre-proposal conference for the third phase of the City Hall remodel was held on March 9. Three contracting companies attended.