CITY COUNCIL

WORKSHOP AND REGULAR MEETING AGENDA

October 19, 2022
7:00 PM
202 Railroad Avenue, Rifle, CO

5:30 PM - Workshop Meeting

Discussion and Review

a. Review and Discuss Mind Springs Proposed Contract for the Social Setting Withdrawal Management (SSWM) Center

b. Discuss Approval of Landscape Architectural Firm for Master Planning (Improvements) at Rose Hill Cemetery and Rifle Mountain Park

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 October 5, 2022, Regular Meeting

6. Action, if any, on Workshop Items

7. Regular Agenda

7.a. Consider the Appointment of Milton Rodas and Melissa Carter to Planning Commission as Alternates and the Appointment of Brian Dow to a Regular Planning Commission Member

7.b. Consider Approval of Social Setting Withdrawal Management (SSWM) Contract with Mind Springs

7.c. Appoint Member of Council to Social Setting Withdraw Management (SSWM) Governing Board

7.d. Consider Purchase of a Wide Area Rough Mower

7.e. Consider Approval of Landscape Architectural Firm for Master Planning (Improvements) at Rose Hill Cemetery and Rifle Mountain Park

8. Administrative Reports

8.a. Report to City Manager

9. Comments from Mayor and Council

10. Adjournment

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: October 19, 2022

Agenda Item #a.

Agenda Item Name:
Review and Discuss Mind Springs Proposed Contract for the Social Setting Withdrawal Management (SSWM) Center

Presenter:
Tommy Klein, City Manager

Item Description:
Review and discuss the Contract between local governments and Mind Springs for the SSWM Center (Detox)

Recommended Action:
Requesting direction from Council.

Fiscal Impact:
If the contract is signed, Rifle would be committed to funding the Social Setting Withdrawal Management (SSWM) facility in 2023 for $40,000. Staff has budgeted this amount for 2023 based on input from Council in April of 2022. The amount of support required for 2024 will be based upon the recommendation of the governing board. If you approve the contract, we will have one seat on the board. We have the option to withdraw from the agreement 90 days before the first day of the year (2024 and subsequent years.)

Operational Impact:
None

Prior Board Motions:
At our April 20, 2022 meeting, Council voted to provide Mind Springs $40,000 from the 2023 budget.

Background Information:
The County's attorneys produced a draft contract that will fund the SSWM facility operated by Mind Springs for 5 years. After our differences were discussed, Karp, Neu and Hanlon reviewed the document. Staff is requesting Council's direction given the uncertainty of the financial commitments.

Executive Summary:
Mr. Neu has reviewed the contract.

On April 20th, Council approved providing $40,000 from the 2023 budget to Mind Springs to fund the SSWM (detox) center. Garfield County and Mind Springs initially requested a five-year financial commitment to the project. Rifle objected to wording in the original contract indicating that we had committed to funding the project.

The County applied for and received a grant to fund the center. The grant requires the county to fund the center for three years. After months of working through a proposed agreement, the contact you have before you is the end result. The staff view this contract as favorable compared to previous proposed agreements which would have obligated Rifle to fund the center for five years.

The contract before you will require us to fund the project for $40,000 in 2023. The contract also establishes a Governance Committee consisting of one appointee from each Contributing Partner and this board will determine how to fund the project in the future by creating a "methodology by which financial needs of the withdrawal program will be identified and costs will be allocated among the Contributing Partners." The Contributing Partners currently include:

Carbondale
Glenwood Springs
New Castle
Silt
RIfle
Parachute
Valley View Hospital
Grand River Hospital
Garfield County

Rifle will have one seat on the board and staff recommends that a member of Council represents our community since significant funding decisions will be made. Rifle may withdraw from the contract 90 days before the first of each year. Mind Springs would like to have this (the first) contract completed by the end of October.

While staff has some reservations based on unfavorable press and state reports on Mind Springs' operations, we recommend approving the contract since we have the ability to withdraw. The Mind Springs board replaced the executive director for the organization in early August of 2022. We have the option of terminating the contract with Mind Springs 90 days before January 1, 2024 (and 90 days before the first of the year in subsequent years). Staff recommends that our appointed representative request at least quarterly meetings of the governing board.

Notification Requirements:
None

Prepared By:
Tommy Klein, City Manager

Attachments:
1. Redacted - Detox Final with new Attachment A

AGREEMENT TO FUND WITHDRAWAL MANAGEMENT SERVICES IN GARFIELD COUNTY

This Agreement to fund Withdrawal Management Services in Garfield County ("Agreement") is made by and between:

Valley View Hospital ("VVH")
Grand River Hospital District ("GRHD")
The City of Glenwood Springs
The City of Rifle
The Town of Carbondale
The Town of New Castle
The Town of Silt
The Town of Parachute
Garfield County (the "County")

(collectively, the "Contributing Entities") and **Mind Springs Health ("VENDOR")** (the "Parties") to set forth the terms and conditions of their cooperative provision, administration, and funding of withdrawal management services in Garfield County beginning in calendar year 2023. This Agreement is effective as of November 1, 2022, regardless of the dates on which it is signed (the "Effective Date").

RECITALS

A. WHEREAS county and municipal governments are authorized to make the most efficient and effective use of their governmental powers, responsibilities, and monies by cooperating and contracting with other governments pursuant to, *inter alia,* C.R.S. §§ 29-1-201, *et seq.,* and Article XIV, Section 18 of the Colorado Constitution.

B. WHEREAS applicable data confirm that substance use and abuse in Colorado, and in each municipality and unincorporated area within Garfield County, has increased to crisis levels.

C. WHEREAS for several years the Recovery Continuum Task Force has held meetings and engaged stakeholders to address substance abuse issues in Garfield County. The Task Force has identified the priority project most likely to make an immediate and positive impact to be the establishment of a social setting withdrawal management ("SSWM") facility that, in addition to medically safe detoxification from drugs and alcohol, includes case management support for individually identified needs.

D. WHEREAS traditional impediments to withdrawal management services in Garfield County include the absence of a suitable location and facility and the lack of sustained and reliable funding for such services.

E. WHEREAS VENDOR has recently purchased a facility within Glenwood Springs city limits that, with modifications, can house withdrawal services and, with funding assistance, can retain the staff necessary to provide and manage withdrawal services in Garfield County.

F. WHEREAS the Contributing Entities want withdrawal management services to be available to the citizens of Garfield County now and in the future and want to enter into this Agreement for the purpose of contracting with VENDOR for the provision of withdrawal management services.

G. WHEREAS each Contributing Entity is entering into this Agreement to participate in the collective provision and funding of withdrawal management services pursuant to the terms and conditions set forth below.

H. WHEREAS VENDOR desires to provide withdrawal management services for the Contributing Entities on an independent contractor basis in accordance with the terms of this Agreement and all applicable laws and regulations.

I. WHEREAS the Parties do hereby individually and collectively determine and declare that this Agreement is necessary, proper, and convenient for the continued fostering and preservation of the public peace, health, and safety.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements of the Parties and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

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

2. Purpose of this Agreement. The purpose of this Agreement is to define the terms and conditions by which the Parties will individually and collectively support, and or fund withdrawal management services in Garfield County.

3. Initial Term, Renewals, and Extensions. The Initial Term of this Agreement shall begin on the Effective Date defined above and continue through December 31, 2023. Thereafter, the Agreement shall automatically renew for four successive one-year terms, unless sooner terminated in accordance with paragraph 6 below, and shall finally terminate on December 31, 2027.

4. Obligations of Contributing Entities.

A. 2023 Financial Obligation. In consideration for the Services defined in paragraph 5 to be provided by VENDOR during the Initial Term of this Agreement, each Contributing Entity agrees to pay to VENDOR the amount designated in **Attachment A**, which is attached and incorporated here for all purposes. Together, these amounts represent the 2023 Collective Contribution. Each governmental entity that is a Party to this Agreement acknowledges that funds sufficient to meet its portion of the Collective Contribution reflected in Attachment A will be appropriated by the applicable statutory deadline and made available through December 31, 2023.

B. Financial Obligations after 2023. In consideration for the Services to be provided by VENDOR during each renewal term after 2023, unless a Contributing Entity withdraws from this Agreement or this Agreement is terminated in accordance with paragraph 6, each Contributing Entity agrees to budget for and pay, subject to paragraph 15 its allocated share of the Collective Contribution determined annually by the Governance Committee in accordance with paragraph 4(E).

C. Payment Obligation. Each Contributing Entity is individually responsible for payment of its respective share of the Collective Contribution to VENDOR. Payment shall be made directly to VENDOR within thirty (30) days of receipt of an invoice from VENDOR in the amount determined by the Governance Committee, unless the Contributing Entities, or any of them, claim that VENDOR's performance is unsatisfactory, in which case the Parties shall promptly cooperate to resolve the dispute, or in the alternative exercise their rights of termination under paragraph 6. Payments under this Agreement shall be made to the trade or business name indicated by VENDOR in its invoice. No payment will be made to an individual or in the name of an individual under this Agreement.

D. Indemnification. To the extent authorized by law and within the limitations imposed by the Colorado Constitution and statutes, each Contributing Entity shall indemnify and hold harmless the other individual Contributing Entities and their respective officers, employees, and agents from any and all claims for personal injury or property loss or damage, to the extent such claims arise from or result from the acts and/or omissions of such Contributing Entity.

E. Contributing Entities Oversight and Governance Commitment. Each Contributing Entity acknowledges that initiating withdrawal management services in the County is a significant undertaking that requires a sustained commitment to fully define, establish, and evaluate the success of such services. Accordingly, each Contributing Entities agrees to:

i. Appointment of a Representative. Appoint an elected official or manager level representative to serve on a Governance Committee created by this Agreement for each year of the term of this Agreement.

ii. Quality Assurance. Work together to ensure that all relevant performance measures are defined, received, reviewed, and utilized for the purpose of ongoing evaluation of services.

iii. Governance Committee**.** A Governance Committee is hereby established to conduct oversight of the withdrawal management services to be provided by VENDOR. The Governance Committee shall be composed of one representative from each Contributing Entity, and each Contributing Entity will have one vote on the Governance Committee to be cast by the Contributing Entity Governance Committee representative. The Governance Committee shall meet at least quarterly to review and discuss the following, but not limited to:

a. At least one meeting per year will be the annual budget meeting to review annual utilization, proposed budget and cost allocation methodology, financial expenditures, and budget compliance.

b. Identify appropriate metrics to be provided by VENDOR to help assess the use and success of the withdrawal services, including but not limited to the number of first time and repeat clients; residency of clients; insurance and other coverage; private pay; budget revenues and expenditures; participation levels in case management follow-up; number of contacts by response team; and other metrics provided by VENDOR.

c. Identify deadlines by which metrics must be provided and program budget submitted to Governance Committee for discussion and planning

d. Create a methodology by which financial needs of the withdrawal program will be identified and costs will be allocated among the Contributing Entities, including appropriate deadlines to allow time to meet governmental budget appropriation deadlines. The projected gap between cost of services and revenues collected ("Operating Funding Gap") will be identified in a line-item budget for the coming fiscal year.

e. The Governance Committee will communicate funding needs and suggested allocations to each Contributing Entity and propose each Contributing Entity's pro rata share of the Collective Contribution for the approaching calendar year by August 1 of each year.

f. The Governance Committee will work to build a Contributing Entities Reserve Fund for use by the Contributing Entities to assure consistent and adequate contribution to the Operating Funding Gap. The Governance Committee will oversee the Contributing Entities Reserve Fund.

g. New members may join this Agreement at full participation levels by majority vote of the Governance Committee.

5. Obligations of VENDOR.

A. Program Manager. VENDOR will serve as the Program Manager and be responsible for coordinating meetings of the Governance Committee and producing metrics required for program oversight; meeting deadlines for provision of all metrics required; meeting deadlines for submitting annual proposed budget to Governance Committee and the organization of required quarterly meetings.

B. Services. VENDOR agrees to perform the following services (the "Services") in a professional and efficient manner in accordance with all applicable laws, regulations, and standards of the profession: Withdrawal management services for persons arriving at the facility with medical screening as outlined in the MOU between VENDOR and medical authorities including but not limited to hospitals and Emergency Medical Services operating within Garfield County. The Contributing Entities shall rely upon VENDOR's expertise, and VENDOR is free from control and direction by Contributing Entities in performance of said Services except for the oversight of the withdrawal management services by the Governance Committee as provided in Section 4.E.iii above. VENDOR represents and acknowledges that VENDOR is engaged in providing these types of services for persons or entities other than the Contributing Parties, and VENDOR is not required to provide services exclusively to the Contributing Parties during the term of this Agreement.

C. Invoicing Contributing Entities. VENDOR will send annual invoices to each Contributing Entity for its respective share of the Collective Contribution as determined by the Governance Committee. VENDOR shall use the Collective Contribution funds for the provision of those Services defined above only.

D. Billing Non-Contributing Partner Opportunities. VENDOR will bill services to Medicaid, private pay, private insurance, or other referring organizations at every applicable opportunity.

E. Operation of Facility. The withdrawal management facility shall be operated under the exclusive control, direction, and supervision of VENDOR. All clinical decisions, including admissions, denials, appropriate treatment course and discharge planning will be at the professional discretion of VENDOR. VENDOR is encouraged to work with community partners in creating the most effective plan and follow-up services for SSWM clients.

F. Responsibility for Patients. VENDOR accepts responsibility for persons admitted to their facility while in their facility. As participation in SSWM is voluntary, VENDOR is not responsible for persons who leave the facility prior to discharge except to notify local authorities of any concerns for the client's or community's health or safety.

G. Licenses and Certifications. VENDOR certifies that, at the time of entering into this Agreement, it has currently in effect all necessary licenses, certifications, approvals, insurance, permits, etc. required to properly perform the Services and/or deliver the supplies covered by this Agreement. VENDOR warrants that it will maintain all necessary licenses, certificates, approvals, insurance permits, etc. required to properly perform this Agreement. Additionally, all employees of VENDOR performing Services under this Agreement shall hold the required licenses or certifications, if any, to perform their responsibilities hereunder. Any revocation withdrawal or non-renewal of necessary licenses, certifications, approvals, insurance, permits, etc. required for VENDOR to properly perform this Agreement, shall be grounds for termination of this Agreement by the Contributing Entities for default. At the time of Agreement execution, VENDOR shall provide evidence of the following licenses: non-hospital detoxification facility license from the Office of Behavioral Health. VENDOR shall notify the Contributing Entities immediately upon receipt of notice from applicable licensing or regulatory authority of any action brought by such authority affecting any license, certification or approvals required hereunder.

H. Indemnification of Contributing Entities. VENDOR agrees to defend, indemnify, and hold harmless each Contributing Entity including their elected and appointed officials, employees, contractors, and agents, from and against any cost (including reasonable attorneys' fee), claim, damage, or liabilities of any kind, including but not limited to, personal injury or property loss, incurred because of any act or omissions by VENDOR, or its employees, agents, subcontractors, or assignees arising out of VENDOR's provision of Services hereunder and the operation of the facility.

I. Insurance Requirements. VENDOR shall obtain and maintain during the term of this Agreement, professional liability insurance in the following amounts:

i. Professional liability insurance with limits or liability in an amount not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate. The policies shall include a "tail" covering acts of occurrences during the term of this Agreement as to which a claim may be asserted after termination of this Agreement.

ii. Each of the Contributing Entities shall be named as additional insured on all liability policies, except for any professional liability insurance policy.

iii. The insurance shall include provisions preventing cancellation without 60 days prior to notice to the Contributing Entities.

iv. VENDOR shall provide certificates showing adequate insurance coverage to the Governing Committee within 7 working days of contract execution, unless otherwise provided.

J. Independent Contractor. VENDOR is an Independent Contractor, not an employee of the Contributing Entities. VENDOR is responsible for complying with all employment laws and insurance laws relating to its own employees. VENDOR is and shall remain a separate and distinct entity from the Contributing Entities; the business operations of the Contributing Entities shall in no way combine with the business operations of VENDOR. This Agreement does not create and is not intended to create a joint venture or tother such relationship between or among one or more to the Contributing Entities or among the Contributing Entities and VENDOR

K. Use of Funds. Any funds contributed by a Contributing Entity shall only be used for the startup and ongoing operation of the Services and shall not be used for any other purpose.

6. Termination.

A. Withdrawal by a Contributing Entity. Any Contributing Entity may withdraw from participation in the Agreement for any reason by providing written notice to each of the other Parties not later than ninety (90) days prior to the end of the current calendar year. If one Contributing Entity terminates its participation via withdrawal, each of the other Contributing Entities has until the later of ninety (90) days before the end of the then-current calendar year or ten (10) days after receipt of the notice of termination from the first Contributing Entity to terminate its own participation in the Agreement. Notwithstanding such termination of participation, any Contributing Entity electing to terminate its participation in the Agreement shall remain obligated for its share of the Collective Contribution through the end of the then-current calendar year. Termination shall be deemed to be effective at the end of the then-current calendar year.

B. Termination by VENDOR. VENDOR may terminate its provision of the Services, with or without cause, by providing written notice to the Contributing Entities not less than one hundred twenty (120) days prior to the end of the current calendar year. In the event of termination by VENDOR, the Collective Contribution shall be paid to VENDOR by the Contributing Entities or refunded by VENDOR to the Contributing Entities, as applicable and necessary, so that VENDOR is paid for its Services to the actual termination date, not more or less.

C. Termination by the Contributing Entities.

i. Without Cause. The Contributing Entities may terminate the Agreement without cause upon majority vote of the then current Contributing Entities and the provision of written notice to each of the other Parties not later than ninety (90) days prior to the end of the current calendar year. Notwithstanding such termination, the Contributing Entities shall individually and collectively remain obligated for payment of the Collective Contribution through the end of the then-current calendar year. Termination shall be deemed effective at the end of the then-current calendar year.

ii. For Cause. The Contributing Entities may terminate the Agreement for cause if VENDOR has defaulted or violated the terms of this Agreement. The Contributing Entities shall provide VENDOR written notice of default/violation and allow VENDOR thirty (30) days within which to cure the default/violation to the satisfaction of the then current majority of the Contributing Entities. Failure to timely cure the default/violation will result in the termination of the Agreement for cause, which shall be effective ninety (90) days after the date of the written notice of default/violation.

7. Incorporation of Terms. Except as expressly provided herein, this IGA shall replace and supersede all prior agreements of any kind between all or any of the Contributing Entities and any or all other Contributing Entities hereto, to the extent and for the limited purpose as such other agreements may be related to the provision of funding collaborative and detoxification and withdrawal management facility services.

8. Third Parties. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the Contributing Entities and VENDOR. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Contributing Entities and VENDOR that any such person or entity, other than the Contributing Entities or VENDOR, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

9. Assignability. This agreement is not assignable by any Party hereto.

10. Modification. This Agreement may be changed or modified only in writing by an agreement approved by the respective Boards or Councils of the Governments and signed by authorized officers of each party.

11. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and all other promises and agreements regarding this Agreement, whether oral or written, are merged herein.

12. Severability. Should any one or more sections or provisions of this Agreement be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Agreement, the intention being that the various sections and provisions hereof are severable.

13. Notice. Any notice required or permitted under this Agreement shall be in writing and shall be provided by electronic delivery to the e-mail addresses set forth below and by one of the following methods: (1) hand-delivery or (2) registered or certified mail, postage pre-paid to the mailing addresses set forth below. Each Party, by notice sent under this paragraph, may change the address to which future notices should be sent. Electronic delivery of notices shall be considered delivered upon receipt of confirmation of delivery on the part of the sender. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

Mind Springs Health:	*Elizabeth Tice, Chief Operating Officer* *515 28 3/4 Road, Grand Junction, CO 81501* Phone: 970-683-7159 Email: etice@mindspringshealth.org;
Valley View Hospital Association:	*Brian Murphy, MD, Chief Executive Officer* *PO Box 1970, Glenwood Springs, CO 81602* Phone: 970-384-6600 Email: Brian.murphy@vvh.org
Grand River Hospital District:	Teresa Wagenman, Controller 501 Airport Road, Rifle, CO 81650 Phone: 970-440-4131 Email: twagenman@grhd.org
Town of Carbondale:	*Lauren Gister, Town Manager* *511 Colorado Avenue, Carbondale, CO 81623* Phone: 970-510-1207 Email: lgister@carbondaleco.net
City of Glenwood Springs:	*Jenn Ooton, Assistant City Manager* *101 W. 8th Street,* *Glenwood Springs, CO 81601* Phone: 970-384-6404 Email: jenn.ooton@cogs.us
Town of New Castle:	*David Reynolds, Town Administrator* *PO Box 90, New Castle, CO 81647* Phone: 970-984-2311

Email: dreynolds@newcastlecolorado.org

Town of Silt: *Jeff Layman, Town Administrator*
231 N. 7th Street, Silt, 81652
Phone: 970-876-2353 ext. 103
Email: jlayman@silt.org

City of Rifle: *Tommy Klein, City Manager*
202, Railroad Ave, Rifle, CO 81650
Phone: 970-665-6409
Email: tklein@rifleco.org

Town of Parachute: *Travis Elliot, Town Manager*
222 Grand Valley Way, Parachute, CO 81635
Phone: 970-665-1147
Email: telliott@parachutecolorado.com

Garfield County: *John Martin, Chair of BOCC*
108 8th Street, Suite 101
Glenwood Springs, CO 81601
Phone: 970-945-1377
Email: jmartin@garfield-county.com

County Attorney
108 8th Street, Suite 219
Glenwood Springs, CO 81601
Phone: 970-945-9150
Email:

14. Government Immunity. The Parties agree and understand that all governmental entities that are parties to this Agreement are relying on and do not waive the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq*., as from time to time amended, or otherwise available to the Parties or any of their officers, agents, or employees.

15. Current Year Obligations. The Parties acknowledge and agree that any payments provided for hereunder or requirements for future appropriations shall constitute only currently budgeted expenditures of the Parties. The Parties' obligations under this Agreement are subject to each individual party's annual right to budget and appropriate the sums necessary to provide the services set forth herein. No provision of this Agreement shall be construed or interpreted as creating a multiple fiscal year direct or indirect debt or other financial obligation of any of the Parties within the meaning of any constitutional or statutory debt limitation. This Agreement shall not be construed to pledge or create a lien on any class or source of any of the Parties' bonds or any obligations payable from any class or source of each individual party's money.

16. Binding Rights and Obligations. The rights and obligations of the Parties under this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

17. Agreement Made in Colorado. This Agreement shall be construed according to the laws of the State of Colorado, and venue for any action shall be in the District Court, 9th Judicial District, in and for Garfield County, Colorado.

18. No Waiver. The waiver by any party to this Agreement of any term or condition of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

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

20. Counterparts. This Agreement may be executed in counterparts, each of which, upon execution of a counterpart by all Parties, shall be considered an original.

In Witness Whereof, the Parties hereto have caused this agreement to be executed as of the day and year first above written.

MIND SPRINGS HEALTH:

____

Elizabeth Tice, Chief Operating Officer

VALLEY VIEW HOSPITAL ASSOCIATION:

____

Brian Murphy, MD, Chief Executive Officer

GRAND RIVER HOSPITAL DISTRICT:

____

Terry Collins, Chief Financial Officer

TOWN OF CARBONDALE:

____

Ben Bohmfalk, Mayor

CITY OF GLENWOOD SPRINGS:

____

Jonathan Godes, Mayor

TOWN OF NEW CASTLE:

____

Art Riddile, Mayor

TOWN OF SILT:

____

Jeff Layman, Town Administrator

CITY OF RIFLE:

____

Ed Green, Mayor

TOWN OF PARACHUTE:

____

Travis Elliot, Town Manager

GARFIELD COUNTY:

John Martin, Chair of BOCC

Attachment A

October 19, 2022

Cash Funding for 2023. The respective Contributing Partner councils and trustees represent that they have lawfully appropriated an amount sufficient to pay Mind Springs Health the following:

1. The Town of Carbondale agrees to pay agrees to pay $10,000 towards the cost for the provision of detoxification and withdrawal management services.

2. The City of Glenwood Springs agrees to pay up to $100,000 towards the cost for the provision of detoxification and withdrawal management services.

The Town of New Castle agrees to pay $10,000 towards the cost for the provision of detoxification and withdrawal management services.

3. The Town of Silt agrees to pay $2,000 towards the cost for the provision of detoxification and withdrawal management services.

The City of Rifle agrees to pay $40,000 towards the cost for the provision of detoxification and withdrawal management services.

4. The Town of Parachute agrees to pay $2,000 towards the cost for the provision of detoxification and withdrawal management services.

Valley View Hospital agrees to pay up to $100,000 towards the cost for the provision of detoxification and withdrawal management services.

5. Grand River Hospital District agrees to pay $12,500 towards the cost for the provision of detoxification and withdrawal management services.

Garfield County agrees to pay up to $100,000 towards the cost for the provision of detoxification and withdrawal management services.

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: October 19, 2022

Agenda Item #b.

Agenda Item Name:
Discuss Approval of Landscape Architectural Firm for Master Planning (Improvements) at Rose Hill Cemetery and Rifle Mountain Park

Presenter:
Austin Rickstrew, Assistant Parks & Recreation Director

Item Description:
Shanen Weber, Principal with Design Concepts, will be available for the Council to ask any questions that they might have about the Master Plans for Rose Hill Cemetery and Rifle Mountain Park.

Recommended Action:
Initial review at workshop

Fiscal Impact:
$35,930.00 will be expended from Parks Capital Professional Services and $37,985 will be expended from Grounds and Facilities Professional Services.
Actual costs are above what was initially projected for each area-- +$5,930.00 for Parks and +$5,055 for G & F. Each budget has sufficient funds available to cover these amounts without any additional action.

Operational Impact:
Staff time will be committed to facilitating the master planning process. These plans will provide ongoing guidance for enhancements to the respective areas.

Prior Board Motions:
None

Background Information:
Requests for Proposals were solicited via BidNet. A mandatory site visit was required. Three firms submitted proposals but only one firm, Design Concepts, was represented at the mandatory site visit. Planning for Rose Hill Cemetery will include layout and landscaping of the columbarium area, a cremains scattering garden, future areas of development, a replacement entry sign, etc. Planning for Rifle Mountain Park will include theming for information kiosks, signage, campsite and picnic markers, parking delineations, plantings and landscape screening for campgrounds, etc.

Executive Summary:
A documented plan for enhancements will provide continuity and consistency for future improvements of each area.

Notification Requirements:
None

Prepared By:
Austin Rickstrew, Assistant Parks & Recreation Director

Attachments:
1. Master Planning for Rifle Mountain Park and Rose Hill Cemetery_Design Concepts

DESIGN CONCEPTS
Community + Landscape Architects

Master Planning for

Rifle Mountain Park and Rose Hill Cemetery

Rifle, Colorado

September 20, 2022

DESIGN CONCEPTS
Community + Landscape Architects

September 20, 2022

Tom Whitmore
Parks and Recreation Director
Andrew Rickstrew
Assistant Parks and Recreation Director
3100 Doaks Lane
Rifle, CO 81650

Re: Master Planning for Rifle Mountain Park and Rose Hill Cemetery

Dear Mr. Whitmore, Mr. Rickstrew and Selection Committee Members:

We are pleased to submit our proposal for the **Master Planning for Rifle Mountain Park and Rose Hill Cemetery**. Design Concepts welcomes the opportunity to continue our relationship with the City of Rifle in preparing Master Plans that will provide impactful, quality design as well as additional opportunities throughout each site.

With over 40 years of experience, our team is highly experienced with focus group facilitation, master planning, design development, cost estimating and construction for a variety of sites that include memorial gardens and cemeteries, large-scale state parks, and campground signage and theming. In this initial phase, our goal is to deliver a master plan that collaboratively brings vision to life and strategically guides development through construction. We are known for helping build consensus, creative problem solving and innovative design ideas. Experience tells us that listening closely and responding to input throughout the planning process will be the real key to success.

For this project we have partnered with a local survey firm:

- **Bookcliff Survey Services** - to complete site surveying services for Rose Hill Cemetery to establish our base mapping for the master plan. The City will provide the site survey for Rifle Mountain Park.

Together, our combined local expertise, institutional knowledge, and seasoned approach will yield a collaborative effort necessary for a successful project.

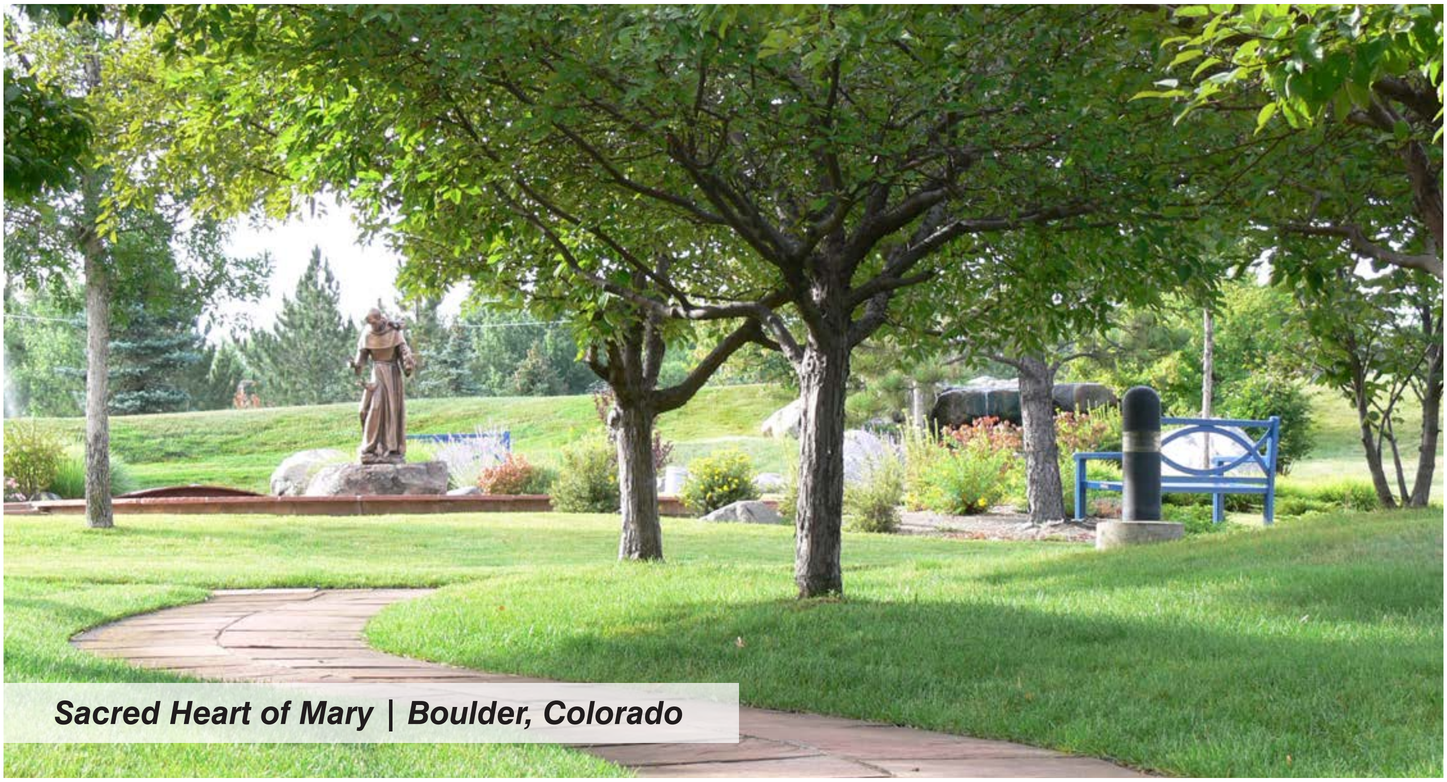
We look forward to teaming with you on these projects, bringing our innovative experience and exploring the improvements each site has to offer.

Please feel free to contact me at any time at 720.573.6502 or shanenw@dcla.net with any questions. Thank you for your consideration.

Very Truly Yours,

Shanen Weber, PLA
Principal-in-Charge

Table of Contents



Sacred Heart of Mary | Boulder, Colorado

Woman Owned, Principal Led

We are a woman-owned small business led by President Carol Henry and Principals Shanen Weber and Erik Spring. We balance technical expertise and creative beauty, giving our clients original designs and cutting-edge innovations.



Owner
Carol Henry

Principal
Shanen Weber

Principal
Erik Spring

Core Services

Park + Recreation Design

Recreation design has been the heart of our business since its founding in 1981. We create spaces that inspire, provide experiences that connect people with one another and nature, and tailor every project to its community.

Master Planning

Our master plans give our clients confidence to take the right steps in the right order to get the best outcome. Our innovative public outreach helps communities achieve consensus and equity to build bright and inclusive futures.

Community Identity

Cities and towns across Colorado set themselves apart with our branding, streetscape design, environmental graphics, wayfinding, and creative development plans.

Education Design

We are a trusted design team member for education projects. Architects and school districts rely on us to provide exciting schools, campuses, and athletic facilities for students from pre-kindergarten to university settings.

Our Team's Unmatched Experience

- Our multi-disciplinary team brings extensive planning and design experience.
- Our own cost estimating data base allows accurate cost assessing throughout the duration of each project.
- Our master plan process includes an innovative, inclusive, and open community outreach that builds consensus throughout.
- Our strong project management skills and client collaboration ensures well-communicated, successful projects.
- Our quality, detail, thoroughness, and coordination of our projects is well known throughout the industry.
- We use a variety of creative graphic techniques to make sharing our ideas easy to understand and visualize.
- We have 40 years' experience preparing written reports, summaries, cost studies, programming, and conceptual drawings for active and passive recreation areas for public agencies.

Red Rock Canyon Open Space | Colorado Springs, Colorado

Project Issues and **Keys to Success**

We love challenges. Throughout the design stages, we will take into consideration the surrounding environment, view corridors, adjacent uses, cost control and value engineering.

Rifle Mountain Park

Challenge: Informal and suitable event space at the Community House.

Key to Success: Design a safe, casual outdoor event venue that provides space for a large party tent, adequate parking, turnaround, emergency vehicles and ADA accessibility.

Challenge: Sign clutter and missing signage.

Key to Success: Design permanent, durable and cohesive family of signs that includes the park entrance, informational kiosks, parking, picnic areas and camping spots. Signs to follow a determined theme that is identifiable and integrated throughout the park.

Challenge: Disarrayed camp sites.

Key to Success: Reconfigure and organize camp sites to include a tent pad, fire pit and two parking spaces. Where possible, provide additional screening between camp sites for privacy and additional shade.

Rose Hill Cemetery

Challenge: Sloping topography surrounding preferred columbarium locations and pedestrian ADA accessibility.

Key to Success: Design meandering walks with appropriate slopes, turnaround space, handrails and reflective space that meet ADA requirements.

Challenge: Steep topography surrounding the selected scattering garden location with vehicular and pedestrian ADA accessibility.

Key to Success: Design safe vehicular access to the bottom of the slope to allow ADA access to the lower scattering garden when necessary.

Challenge: No cemetery entrance identification and lack of attractive landscaping in prime locations.

Key to Success: Design a prominent and welcoming gateway into Rose Hill Cemetery that compliments the existing allee of mature Maple trees and invites you into the cemetery. Enhance key memorial locations with colorful, low maintenance and durable landscape.

At the start of these projects, we will have heightened senses focused on identifying and documenting the challenges, constraints and obstacles. A collaborative focus group engagement process will be key to achieving a sense of ownership and determining priorities. We can then strategize how to solve and manage each of them.

Project Approach

With over 40 years of experience, our team is highly knowledgeable in working in communities of the Western Slope of Colorado such as nearby Meeker, Loma, Steamboat Springs, Hayden and Montrose. Having worked with a multitude of stakeholders in Colorado our team has the experience to conduct focus group sessions that allow us to listen, assess and come back with a master plan that meets both the clients' and stakeholder's needs.

We will provide all the components to ensure overwhelming success, pride in the final deliverable and a process that is enjoyable, collaborative, and fun – plus we will provide designs that allow for enhanced and embellished recreational opportunities in Rifle Mountain Park while preserving and protecting the surrounding natural environment as well as welcoming and enhanced key memorial design for the Rose Hill Cemetery. We are committed to assisting the City of Rifle and will create the most useful thorough documents as possible. Documents that can be implemented now and referenced for years to come.

Being a Colorado native and raised in a small rural community, Principal-in-Charge Shanen Weber will be involved in the project from beginning to end. She will oversee the quality of our product, team management and the customer service you receive.

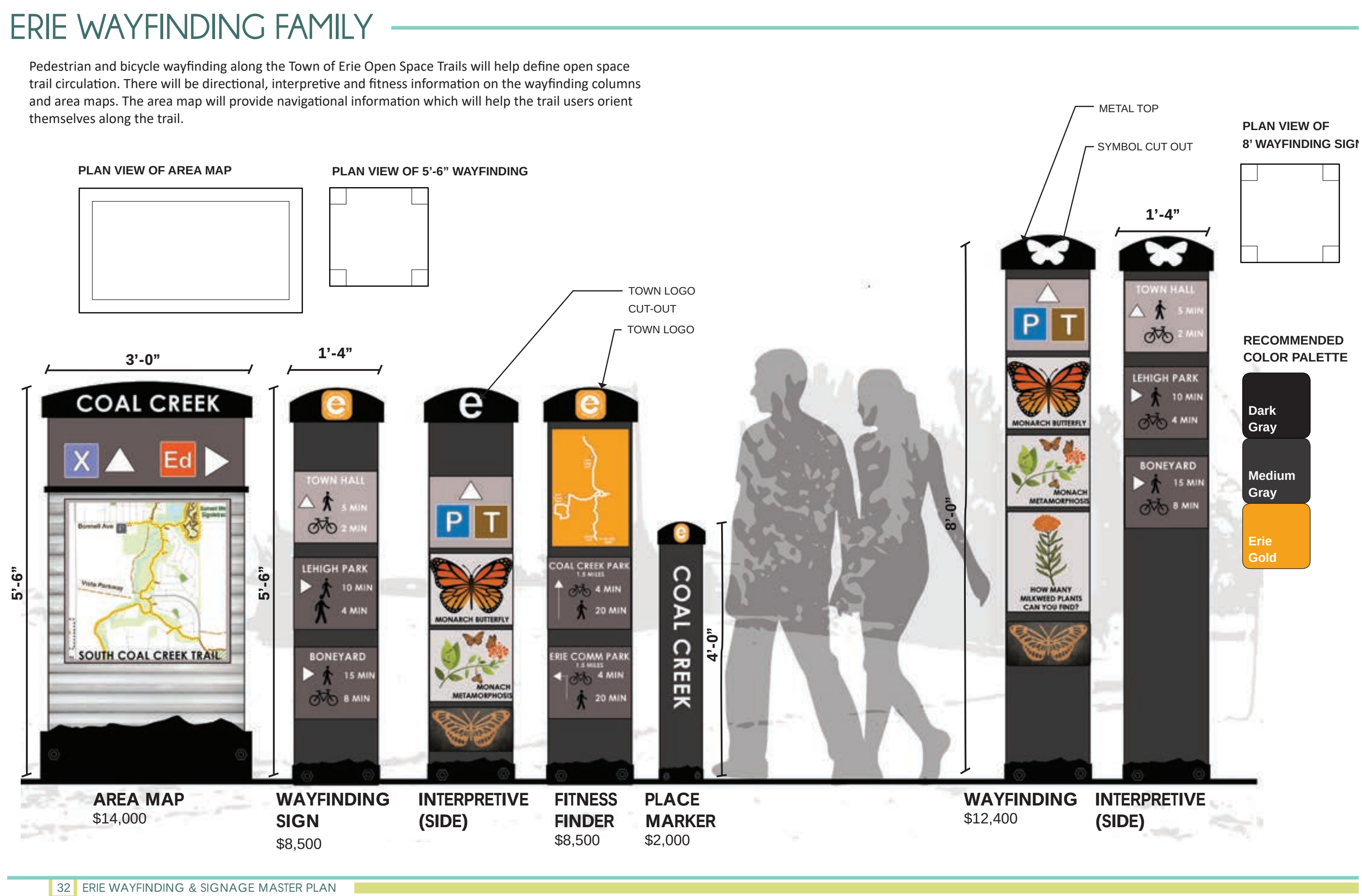
We are offering the following approach to prepare the master plans for Rifle Mountain Park and Rose Hill Cemetery. If awarded the contract, we will tailor this approach to fit your specific needs.

01 Task 1: Project Kick-off

Kick-off meeting

Staff involvement is key to the success of the master plan process. Your staff are on the front lines of the Rifle community and hear the needs and wants of your residents. They also understand the constraints and limitations and what is most realistically possible. At the kick-off meeting we will begin by

Highline Lake State Park Expansion Master Plan | Loma, Colorado



Erie Wayfinding Design | Erie, Colorado

discussing the project with your team. We will work to understand the City's goals and objectives, key issues, budget, scheduling, potential phasing, review procedures, agencies and stakeholders who must be included in the public outreach effort. It will be at this time we will meet with PRAB, maintenance and operations staff to determine recreational and functional requirements and acquire helpful background information. We will prepare an **elaborate Project Schedule** listing milestones and related tasks to assist in staying on track throughout the duration of the project.

02 Task 2: Data Collection and Document Review

Deliverable: In this initial phase, our team will gather input and conduct a site inventory and analysis.

To prepare for our site analysis and design process we will review all existing information that has been collected to date, convert available existing information and confirm if additional information is needed. A complete site topographic survey will be performed for Rose Hill Cemetery. The City of Rifle will provide the site survey for Rifle Mountain Park. We will delve into relevant details in any other documents that will give us a complete understanding of the sites, signage, connecting trails and access, and environmental systems. Our design will integrate related work to avoid conflicts and provide seamless continuity.

Site Visit + Evaluation

Our team will visit the sites to perform a technical evaluation in the form of site inventory and analysis. This visit will generate new data and ideas about opportunities and constraints. Our evaluation will address site topography, surrounding views, site features, drainage, existing signage, vegetation, weather patterns, community uses, surrounding vehicular and pedestrian circulation, utilities, and other site conditions. To provide a better overall understanding of each site and its context our team will document the sites with photographs.

03 Task 3: Site Master Plan Document

Deliverable: Using information gained from the Project Start-up and stakeholder input we will develop design options to support the project vision. Site plans will incorporate the project goals and site program elements in a graphic format to help convey the ideas.

Preliminary Site Master Plan

- Prepare a preliminary master plan based on comments generated from our staff and focus group meetings. The preliminary master plan will address proposed uses, proposed vehicular circulation and pedestrian trail connections, parking, proposed site elements and facilities, signage, and overall character of each sites landscape.
- Prepare a preliminary cost estimate.
- Hold a virtual review meeting with staff to discuss the preliminary master plan, cost implications, and phasing, if necessary.

Final Site Master Plan

- Prepare a final site master plan with associated graphics and imagery.
- Prepare an itemized Engineer's Estimate of Probable Construction Costs for the final master plan and estimated timeline for project built out.
- Hold a virtual review meeting with staff to discuss the final site master plan, determine priorities and explore potential phasing plans.
- Conduct the **second focus group meeting** and present the final site master plan for comment and feedback.

04 Task 4: Site Master Plan

Deliverable: We will prepare a formal bound Master Plan Document for each site for reference in future planning and construction. The document will summarize the planning process to include site analysis, final site master plan design intent, vision, future budget and maintenance staff analysis.

- Complete the final master site plan based on City staff input.
- Prepare an implementation plan including a final phasing plan with cost estimates for each phase.
- Prepare a Draft Master Plan document for City staff review and input.
- Hold a virtual review meeting with City staff to discuss the master plan document.
- Prepare a Final Master Plan document incorporating any necessary revisions.
- Present the Final Master Plan document to City staff, the Rifle Parks and Recreation Advisory Board and City of Rifle City Council for final approval and adoption.

Final Deliverables:

We will provide one compiled bound color copy of the final Master Plan document, including:

- PDF and CAD files of the site survey
- All maps, plans, and data for use during the project
- Site photos, site inventory, and site analysis
- All written and graphic materials used to conduct focus group workshops and presentations
- All presentation materials, PowerPoints, and exhibits
- Cost estimates and phasing plans
- City and public meeting notes, online citizen survey results, comments, and attendance lists
- Electronic PDF files as requested

Project Team Meetings

Project team meetings with City staff will occur weekly throughout the duration of the project.

Project Overview

Our team created a new redevelopment planning process specifically for CPW. The 12-month planning process examines a fully-developed, established park, identifies capital improvements, and organizes improvements into comprehensive 20-year implementation plans.

The redevelopment plan provides a detailed road map to reach CPW's long-term goals. The parks' capital needs are assessed and organized in a 20-year project list. Each project is given a discrete scope of work, conceptual design, and budget. Projects are then organized into a strategic phasing plan, providing a step-by-step guide for incremental progress. The impact of these redevelopment plans has been significant. CPW is positioned for significantly greater progress toward their long-term goals with Boyd Lake State Park, Eleven Mile State Park, Highline State Park, and Stagecoach State Park than state parks without completed redevelopment plans.

Client Reference

Mike Havens, Project Manager, CPW
970-434-3388
mike.havens@state.co.us

BACKCOUNTRY TRAIL AND CAMPSITE PLAN

EXISTING CONDITIONS

EXISTING CONDITIONS

EXISTING CONDITIONS

11 MILE RESERVOIR REDEVELOPMENT PLAN / Backcountry Area

ADDRESS STORM DRAINAGE ISSUES AT WALK-IN CAMPSITES

Boyd Lake State Park Campground Redevelopment and Construction

Loveland, Colorado

Project Overview

Based on our 2015 Boyd Lake State Park Redevelopment Plan, updating and improving the existing campgrounds, facilities and infrastructure was determined a high priority. This well-loved park is heavily used and in deteriorating condition. The redesigned campground is to be functional and durable yet, attractive and welcoming to visitors. To generate additional revenue, an expansion of the campground with full RV hook-up sites and adequate maneuvering access allows for a convenient and pleasant camping experience.

The redevelopment of the campground includes a refined design, construction documentation preparation, bid support and construction observation (administration)for the project.

Client Reference

Dmitry Tepo, Northeast Region PM, CPW
720.765.2568
dmitry.tepo@state.co.us

Beaver Ranch Park Master Plan

Conifer, Colorado

Project Overview

Beaver Ranch Park is a 450-acre public open space. Once threatened with development, the local community rallied to keep the park in 2001. Jefferson County Open Space (JCOS) purchased the site and founded Beaver Ranch Community, Inc. (BRCI) to operate and manage the park.

Our master plan created a long-term vision for Beaver Ranch Park, strategically guiding its development toward a natural environment with appeal for a wide range of visitors. The guiding principles of the master plan were:

- Provide high quality, sustainable recreation and open space.
- Preserve and protect the park's ecology.
- Manage vehicular access.
- Reduce visitor conflicts caused by incompatible activities too close to one another.
- Clarify management responsibilities for JCOS and BRCI.

The park now includes amenities for a wide range of users, such as multi-use trails, facility rentals, disc golf, ziplining, camping, and a dog park. Our master plan added to the active recreation of the area while preserving the natural beauty and historical character of the site.

Client Reference

Tom Hoby, Director
Jefferson County Open Space
303-271-6511
thoby@co.jefferson.co.us

Regina Elsner, Open Space Planner
303-271-5994
relsner@co.jeffson.co.usBeaver

Design Concepts Church Experience

- **Advent Lutheran Church,** Westminster, CO
- **Ascent Community Church,** Lousiville, CO
- **Bethany Lutheran Church,** Cherry Hills Village, CO
- **Cherry Creek Community Church,** Cherry Creek, CO
- **Cherry Hills Church,** Highlands Ranch, CO
- **Emmanuel Baptist Church,** Colorado Springs
- **First Congregational Church,** Boulder, CO
- **First Assembly of God,** Greeley, CO
- **First Church of Christ,** Fort Collins, CO
- **Flatirons Community Church,** Lafayette, CO
- **Immaculate Heart of Mary,** Northglenn, CO
- **Mountain View Methodist Church,** Boulder, CO
- **Presbyterian Church,** Jackson Hole, WY
- **Rising Star Baptist Church,** Aurora, CO
- **Riverside Cemetery and Memory Gardens,** Fort Morgan, CO
- **Rocky Mountain Christian Church,** Niwot, CO
- **Sacred Heart of Mary Meditation Garden,** Boulder, CO
- **St. Andrews United Methodist Church,** Highlands Ranch, CO
- **St. Thomas Aquinas Catholic Church,** Boulder, CO
- **St. Michael the Archangel,** Aurora, CO
- **True Light Baptist Church,** Denver, CO

Sacred Heart of Mary Meditation Garden

Boulder, Colorado

Project Overview

As the old convent began to reform itself as a Church and Catholic Community Center, the old elm trees that sheltered the lanes needed to be replaced with a more long-lived canopy. The new sanctuary became part of the historic campus through plazas and gardens which integrated the newer buildings with the beautiful old church. Expanded parking curved through perennial gardens and rose-covered trellises, and playgrounds and playfields became part of the open green of the site. Restored native pasture and wetlands retain the agrarian foreground to the churches. The spiritual center of the campus is a meditation garden with sculpture, a reflecting pool, sandstone walks, flower gardens and a cascading waterfall and brook. The garden is enclosed within the hollow of a hill and totally surrounded by pines and spruces. The meditative feeling is enhanced through enclosure with a focus on the flowers, water and sky.

Client Reference

Jim Morgan
Lee Architects
303-989-4500

Our Team Experience

We have assembled a reliable team ideally suited for the Master Planning for Rifle Mountain Park and Rose Hill Cemetery. With Design Concepts as the lead, local consultant, Bookcliff Survey will complete a site survey for Rose Hill Cemetery. Please see below for a description of our team's specialized qualfications to address your needs and concerns.

Your Project Team: Design Concepts

Principle-in-Charge
Shanen Weber, PLA

Shanen uses a holistic approach to planning and design and is mindful of every detail of the landscape in which she works. She is known for developing successful working relationships with clients and collaborates with them to establish a vision for each project.

Project Manager
Aynslee Havenridge

Aynslee's designs break through traditional landscape architecture by applying research, analysis, and an understanding of the changing environmental contexts. She enjoys working with the public to identify goals and enhance communities.

Project Designer
Walter Nieuwlandt

Growing up in Colorado, Walter has always been surrounded by inspiring and meaningful landscapes. He finds inspiration in the value that people put into landscapes big or small, and how they become a part of their life and identity.

Subconsultants

Bookcliff Survey Services, Inc.

Land Survey

Bookcliff Survey Services, Inc. is a multi-disciplined land surveying company located in Rifle, Colorado. Founded in 1998, we are the largest land surveying company in the Rifle area. We have gathered the experienced personnel and state of the art equipment that are necessary to provide the professional products and services our clients request in a timely manner to meet their deadlines.

Dos Chapell Trail Sign | Evergreen, Colorado

Shanen Weber, PLA

Principal-in-Charge

Certifications

Colorado Registered Landscape Architect
License #503, 2008

Education

B.S., Landscape Architecture
Colorado State University
Fort Collins, Colorado

Industry Experience

32 years

Centennial Park

Project Role and Responsibility

Shanen will be your Principal-in-Charge. She will be involved from the beginning to the end of the process and will oversee the quality of our product, team management and the customer service you receive. Your team will be able to count on working with her directly at any time.

Relevant Project Experience

Master Planning

Firestone Parks, Open Space, Trails
Firestone, Colorado

Boyd Lake State Park
Loveland, Colorado

Eleven Mile State Park
Lake George, Colorado

Fox Ranch
Walden, Colorado

Highline Lake State Park
Loma, Colorado

Johnson + Wales University
Campus master plans

Old Town Winter Park
Winter Park, Colorado

Parks, Trails + Open Space Master Plan
Meeker, Colorado

Park + Recreation Strategic Plan
Strasburg, Colorado

Quincy Historical Farm
Cherry Hills Village, Colorado

Schofield Historical Farm + Open Space
Erie, Colorado

Stagecoach State Park
Steamboat Springs, Colorado

Stanley Park
Estes Park, Colorado

Town Center Park
Superior, Colorado

Trails Wayfinding Plan
Erie, Colorado

Park + Recreation Design

Athletic Complex
Fairplay, Colorado

Centennial Park
Rifle, Colorado

Deerfield Regional Park
Rifle, Colorado

Erie Community Park
Erie, Colorado

Founders Park
Superior, Colorado

Louisville Parklets
Louisville, Colorado

Paintbrush Park
Meeker, Colorado

Raffety Park
Granby, Colorado

Scott Carpenter Pool/Park
Boulder, Colorado

Snow Mountain Ranch Family Adventure Park
YMCA of the Rockies, Granby, Colorado

Star Meadows Park
Erie, Colorado

Town Park
Meeker, Colorado

Two Hunters Park
Firestone, Colorado

Ute Park
Meeker, Colorado

Wildflower Park
Superior, Colorado

Aynslee Havenridge

Project Manager

Certifications

Colorado Flora Certificate
Colorado State University

Education

Masters of Landscape Architecture
University of Colorado-Denver
Denver, Colorado

B.F.A., Photography
University of Iowa
Iowa City, Iowa

Industry Experience

8 years

Project Role and Responsibility

Aynslee will be the Project Manager for these projects. She will be your day-to-day contact, manage project workflow, and lead our team to provide deliverables on time.

Relevant Design Experience

Master Planning

Beaver Ranch Master Plan
Conifer, Colorado

Lyons Town Hall Plaza
Lyons, Colorado

Schofield Farm and Open Space
Erie, Colorado

Stanley Park Event Complex
Estes Park, Colorado

Historical Quincy Farm
Cherry Hills Village, Colorado

Park + Recreation Design

Bear Valley Pickleball + Tennis Courts
Denver, Colorado

Erie Community Park
Erie, Colorado

Holly Park
Montrose, Colorado

Lasley Park
Lakewood, Colorado

Star Meadows Park
Erie, Colorado

Sky Park
Thornton, Colorado

Van Bibber West Trailhead
Arvada, Colorado

Weir Gulch
Lakewood, Colorado

Wildcat Trail
Milliken, Colorado

Walter Nieuwlandt

Designer

Education

B.S., Landscape Architecture
Colorado State University
Fort Collins, Colorado

Industry Experience

3 years

Project Role and Availability

Walter will provide integral design and production support throughout the project. He will also help ensure production of documents are complete and aligned with project budgets.

Relevant Design Experience

Parks + Recreation Design

Boyd Lake State Park Campground Redevelopment and Construction
Loveland, Colorado

Berkeley Commons
Berkeley, California

Butterfield Park
Castle Rock, Colorado

CPW Gunnison Center
Gunnison, Colorado

Highline Lake State Park Expansion
Loma, Colorado

Genesis Marina and San Francisco Bay Trail Design
Berkeley, California

Education Design

Cherry Creek Day Treatment Facility
Denver, Colorado

Montbello High School
Denver, Colorado

Digital Graphic for Sky Park

Michael Langhorne, P.L.S.

EXPERIENCE

May 2000 to present – Bookcliff Survey Services, Inc., Rifle Colorado - Owner/President of Bookcliff Survey Services, Inc., Professional Land Surveyor. Manage personnel and survey projects.

1999 to April 2000 – Meyer Land Systems, Inc., Rifle Colorado - Survey Manager responsible for the supervision of surveying staff including office staff and field personnel. Company manager for all GPS related projects.

1998 to 1999 – KRW Consulting, Inc., Lakewood Colorado - Project Manager for small Environmental Engineering firm. Managed all aspects of surveying including calculations, construction staking and mapping for roads, leachate drainage, refuse modules and water retention ponds and located, mapped and monitored groundwater well systems for county landfills throughout the State of Colorado.

1995 to 1998 – Logikos Science, Inc., Pleasanton California - Project Manager responsible for all aspects of surveying and construction staking of microwave and digital telephone towers throughout the Western U.S. Clients included Pacific Bell, Sprint, U.S. West and GTE. Projects required extensive interaction with project engineers, planners and architects.

1990 to 1995 – Johnson Kunkel & Associates, Eagle Colorado - Crew Chief responsible for various surveying projects including; construction staking of roads and utilities and Topographic and Boundary Surveys.

COUNTINUING EDUCATION

Certified Trimble GPS Training
Professional Land Surveyors of Colorado Seminars

- Analysis of Boundary Evidence
- Finding the Law
- Interpreting Land Records
- Land and Easements Descriptions
- Colorado Railroad Surveying Fundamentals

COMMUNITY INVOLVEMENT

Rifle Economic Development Corporation – 2007- Current President
Downtown Development Authority – 2008-2016 Board Member
Visitor Improvement Fund – 2009-2020 Board Member
Rifle Area Chamber of Commerce – 2005-2007 President

Terms and Conditions – Design Concepts as Primary Contractor

Design Concepts will provide Services to Client under the following terms and conditions ("Terms and Conditions"), which are part of a binding agreement between the parties upon the signing of the Proposal:

1. Scope. The Design Concepts Proposal to Client provides for a certain scope of work. If changes are required to the Services, Design Concepts and Client agree to work together to negotiate an appropriate revision to the Proposal and to record the same in substantially the form attached hereto ("Change Order"). All revisions must be in writing and signed by a representative of each party to be effective.

2. Performance. Any target dates or timelines for performance set forth in the Proposal or any Change Order can only be achieved if Design Concepts is provided information in a timely manner by Client and also only so long as Design Concepts is allowed access to the site. Delays in receiving such information and access will result in necessary revision of the above target dates. Revisions made by Design Concepts for these reasons will not require Change Order but will require notice to Client in writing. Revision of the target dates as described in this paragraph will not be a basis for terminating the the parties' agreement for Cause, as that term is defined below.

3. Independent Contractor. Design Concepts is an independent contractor controlling the manner and means to complete the Services. All Services performed by Design Concepts will be performed using equipment, tools and other materials either owned by Design Concepts or specially acquired for provision of the Services. Expenses incurred by Design Concepts specifically for the performance of Services to Client will be billed back to Client as set forth in any Proposal or Change Order. Design Concepts is entirely responsible for payment of all state, federal and local taxes due for any fees paid to Design Concepts by Client. In addition, Design Concepts provides its own worker's compensation insurance for Design Concepts staff members.

4. Fees/Costs/Payment. Client shall pay Design Concepts for the Services and associated costs as set forth in the Proposal or any Change Order. Client agrees to pay the same as set forth therein.

5. Non-exclusivity. Design Concepts does not provide the Services to Client on an exclusive basis. In providing the Services, Design Concepts will rely on forms, format, processes and approaches used routinely by Design Concepts in relation to its clients, all of which are provided on a non-exclusive basis. There is no "work made for hire" under the agreement between Design Concepts and Client but, rather, provision of professional services and standard documentation and design work associated therewith.

6. Confidential Information. To the extent that the Services provided by Design Concepts require that Client provide Design Concepts with Confidential Information, Design Concepts will maintain the same in confidence. Client understands that Confidential Information only applies to truly proprietary information that Client treats as trade secret by clearly marking the same and limiting access to parties other than those for whom access is necessary. Confidential Information does not include the following: a) any and all information used by Design Concepts in performance of any Project that is the property of a third party and that has been licensed to Design Concepts or for which Design Concepts has otherwise received authority

for use; b) any and all programs, processes, forms, formats, formulas, spreadsheets and/or other tools created by Design Concepts prior to or during performance of any Services for Client that are not specific to Client but, rather, that are tools of Design Concepts' work in the field providing professional landscape design services; and c) any and all information provided to Client by Design Concepts which is either directly taken from or is derived from the public domain.

7. Indemnification. The Subconsultant shall indemnify and hold harmless Design Concepts and Client, and each of their officers, directors and employees, from and against damages, liabilities, losses, costs, judgments, and expenses, including all legal costs and reasonable attorneys' fees, on account of injury, disease or death to any person, including Subconsultant's employees, Subconsultant's suppliers consultants, or damage to property, or any type of injury, damage or loss to the extent caused by Subconsultant's negligent performance of services. For the purpose of this section, performance of subconsultants includes the subconsultants of the subconsultants. This indemnity provision agreement shall survive the termination of this agreement. Design Concept's rights of indemnity, as expressly set forth in this Agreement, shall not depend upon the actual payment of any claim, damage, penalty, loss, cost, expense, injury or liability sustained by the Contractor and/or its contractors, subcontractors, agents and/or employees.

8. Insurance. Design Concepts carries errors and omissions professional liability insurance in the amount of $2,000,000 per occurrence and $2,000,000 million annual aggregate. Design Concepts also carries worker's compensation in the amount of $100,000 per occurrence with a $500,000 total policy limit. Proof of insurance will be provided upon request.

9. Term and Termination. The term of the agreement between the parties will begin on the Effective Date and will continue until it automatically terminates upon the completion of and full payment for the Services, unless otherwise set forth in the Proposal or any Change Order. Prior to the end of the term, either Client or Design Concepts may terminate their agreement for Cause upon 15 days prior written notice to the non-terminating party stating the reason for termination and allowing the non-terminating party 15 days to cure the stated default. Cause is hereby defined as failure to make timely payment of any amounts owed under the Proposal or any Change Order or failure to provide the Services as represented in the in either of the same. Upon termination for Cause, Design Concepts will be entitled to receive payment for all Services completed by the date of termination and will provide the deliverables associated with those Services, if any, to Client upon receipt of payment.

10. Governing Law. The Proposal, these Terms and Conditions, and any Change Order are created under the laws of the State of Colorado, without regard to any conflict of law provisions that would cause the laws of another jurisdiction to apply. Any action or proceeding arising from or relating to these documents and the subject matter they describe will be brought in the District Court for the 20th Judicial District in Boulder, Colorado. If there is any enforcement action, the prevailing party in the same shall be entitled to receive its costs, expenses and reasonable attorneys' fees, in addition to any other relief it may receive.

11. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Entire Agreement/Severability. These Terms and Conditions together with the Proposal and any signed Change Order constitute the entire agreement of the Parties. No other agreements, whether verbal or written, outside of the same shall govern unless such agreements are in the form of a written amendment and signed by both parties. If any provision is determined to be illegal or unenforceable, that provision will be eliminated from with revision to the parties' agreement to the minimum extent necessary, and the balance of the terms will remain in full force and effect. In addition, to the extent that the Proposal contradicts any of provision the Terms and Conditions, the Proposal language will control.

13. Collections. In the unlikely event that Client fails to pay or fails to timely pay Design Concepts for Services as required by the Proposal or a Change Order, Design Concepts shall be entitled to receive from Client not only the amount owed but any amounts expended by Design Concepts on collections of said amounts including, but not limited to, attorney fees.

14. Compliance. Design Concepts will, at all times, maintain in force and effect all necessary licenses to perform the Services described herein. Design Concepts will render said Services in compliance with all applicable laws, regulations, codes or other legal requirements in effect at the time of performance.

15. Force Majeure. Neither Party will be liable for any failure or delay in performing any obligation if performance is due to any of the following causes: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include merely (a) financial distress or the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

16. Notice. Any written notice required by the parties' agreement may be given and will be effective as follows:

a. If notice is given by e-mail, it will only be effective when a responsive e-mail is returned by the recipient acknowledging the e-mail notice.

b. If notice is sent via nationally recognized overnight courier, notice will be effective upon receipt by the recipient as evidenced by the courier's delivery records.

c. If notice is hand delivered, notice will be effective upon delivery.

17. Survival. The provisions in paragraphs 5, 6, 9 and 10 shall survive termination.

Fee Proposal
Rifle Mountain Park

It is our understanding the Master Planning for both projects will occur concurrently. The below fees are based on an estimate to combine site visits and City/PRAB/stakeholder meetings and presentations. Design fees are based upon the scope of work described in the proposal. If the scope of work changes significantly or the projects are not developed simultaneously, fees may be adjusted accordingly.

Schedule of Charges

Billable Hourly Rates and Estimated Total Cost: RIFLE MOUNTAIN PARK

Category	Billable Hourly Rate		Estimated Total Hours		Estimated Total Cost
Task #1 - Project Start-Up					
Principal - Design Concepts	$185.00	X	4	=	$740.00
Project Manager - Design Concepts	$115.00	X	6	=	$690.00
Project Designer - Design Concepts	$105.00	X	3	=	$315.00
Task #2 - Data Collection and Document Review					
Principal - Design Concepts	$185.00	X	6	=	$1,110.00
Project Manager - Design Concepts	$115.00	X	7	=	$805.00
Project Designer - Design Concepts	$105.00	X	7	=	$735.00
Task #3 - Site Master Plan					
Principal - Design Concepts	$185.00	X	32	=	$5,920.00
Project Manager - Design Concepts	$115.00	X	56	=	$6,440.00
Project Designer - Design Concepts	$105.00	X	102	=	$10,710.00
Task #4 - Master Plan Document					
Principal - Design Concepts	$185.00	X	16	=	$2,960.00
Project Manager - Design Concepts	$115.00	X	17	=	$1,955.00
Project Designer - Design Concepts	$105.00	X	13	=	$1,365.00
Reimbursable Expenses - printing, mileage & lodging				=	$2,500.00
TOTAL Not To Exceed Value (NTE)				**=**	**$35,930.00**

Schedule of Charges

Billable Hourly Rates and Estimated Total Cost: ROSE HILL CEMETERY

Category	Billable Hourly Rate		Estimated Total Hours		Estimated Total Cost
Task #1 - Project Start-Up					
Principal - Design Concepts	$185.00	X	4	=	$740.00
Project Manager - Design Concepts	$115.00	X	6	=	$690.00
Project Designer - Design Concepts	$105.00	X	3	=	$315.00
Task #2 - Data Collection and Document Review					
Principal - Design Concepts	$185.00	X	6	=	$1,110.00
Project Manager - Design Concepts	$115.00	X	9	=	$1,035.00
Project Designer - Design Concepts	$105.00	X	6	=	$630.00
Project Surveyor - Bookcliff Survey	$105.00	X	9	=	$945.00
Survey Technician - Bookcliff Survey	$95.00	X	9	=	$855.00
Survey Manager - Bookcliff Survey	$120.00	X	2	=	$240.00
Task #3 - Site Master Plan					
Principal - Design Concepts	$185.00	X	40	=	$7,400.00
Project Manager - Design Concepts	$115.00	X	66	=	$7,590.00
Project Designer - Design Concepts	$105.00	X	88	=	$9,240.00
Task #4 - Master Plan Document					
Principal - Design Concepts	$185.00	X	16	=	$2,960.00
Project Manager - Design Concepts	$115.00	X	19	=	$2,185.00
Project Designer - Design Concepts	$105.00	X	13	=	$1,365.00
Reimbursable Expenses - printing & mileage				=	$1,000.00
TOTAL Not To Exceed Value (NTE)				**=**	**$37,985.00**

DESIGN CONCEPTS

Community + Landscape Architects

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: October 19, 2022

Agenda Item #5.a.

Agenda Item Name:
Consider Minutes of the October 5, 2022, Regular Meeting

Presenter:
Misty Williams, City Clerk

Item Description:
Consider Minutes of the October 5, 2022, Regular Meeting

Recommended Action:
Move to approve the minutes of the October 5, 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 October 5, 2022, Regular Meeting

Notification Requirements:
N/A

Prepared By:
Alexis Ramirez, Deputy City Clerk

Attachments:
1. 10.05.2022 DRAFT Minutes

RIFLE CITY COUNCIL

REGULAR MEETING

October 5, 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, Council Clint Hostettler, Councilor Alicia Gresley, Councilor Sean Strode, Councilor Chris Bornholdt, and Councilor Brian Condie.

Councilor Sean Strode moved to excuse Councilor Joe Carpenter; seconded by Councilor Chris Bornholdt.
Roll Call: Yes - Alicia Gresley, Sean Strode, Chris Bornholdt, Brian Condie, Clint Hostettler, and Ed Green.
No - None.

Others Present:
City Manager Tommy Klein, City Clerk Misty Williams, City Attorney Jim Neu, Rifle Community Television (RCTV) Salvador Tovar-Guzman, Finance Director Scott Rust, Chief of Police Debra Funston, Lieutenant Mike Kuper, Parks and Recreation Former Director Tom Whitmore, Phil Vaughn Construction Management Owner Phil Vaughn, Jeff Johnson, PNCI Construction Director Tyler Schreiner, Kevin Kelley, Sara Brainard and Trudy Lawery.

Remote Attendance: Martinez Construction representative Joel Martinez and Mechanical Engineer Randy Rexwinkle

PUBLIC COMMENT
No public comment was heard.

CONSENT AGENDA – CONSIDER APPROVING THE FOLLOWING ITEMS:

- **A.** Consider Minutes of the September 21, 2022, Regular Meeting
- **B.** Consider Liquor License Renewal for Box I, Inc. dba Jons Liquors
- **C.** Consider Liquor License Renewal for Lilly's Kitchen Corporation dba Lilly's Kitchen
- **D.** Consider Liquor License Renewal for Loyal Order of Moose Lodge #1345 dba Loyal Order of Moose Lodge #1345

Councilor Sean Strode moved to approve Consent Agenda Items A, B, C and D; seconded by Councilor Alicia Gresley.
Roll Call: Yes - Clint Hostettler, Brian Condie, Sean Strode, Chris Bornholdt, Alicia Gresley, and Ed Green.
No – None.

REGULAR AGENDA

Presentation of the 2023 Proposed Budget

Finance Director Scott Rust presented the 2023 Proposed Budget. In compliance with the statutory obligations to present the 2023 Budget review, presentation includes the 15 funds through the City of Rifle Governmental & Proprietary Categories. Budget Priorities, Revenue, and Expenditures were discussed.

Printed copies of the 2023 proposed budget will be made available for public review. Public Hearings will occur on November 2nd, 2022 and November 16th, 2022.

Comments were heard from Councilors.

Consider Approval of Reduced Scope City Hall Improvements-HVAC Unit

Parks and Recreation Former Director Tom Whitmore and Phil Vaughn Construction Management Owner Phil Vaughn presented the City Hall Improvement-HVAC Unit. The existing HVAC Unit has reached the end of its useful life and failure of the unity is unavoidable. Discussion has been had of different locations to install roof top unit. Process includes approval of design, budget for project, procurement of unit and probable schedule to coordinate with City staff and installation of unit.

Comments were heard from Councilors.

Councilor Alicia Gresley moved to approve the expenditure of $1,061,651.57 (Not to Exceed) per the master project budget, for the installation of a new rooftop HVA unit & related professional services ; seconded by Councilor Brian Condie.
Roll Call: Yes - Ed Green, Alicia Gresley, Sean Strode, Brian Condie and Chris Bornholt.
Recused – Clint Hostettler.

Consider Approval of Landscape Architectural Firm for Master Planning (Improvements) at Rose Hill Cemetery and Rifle Mountain Park

Item has been rescheduled until further notice.

Consider Adopting the 2022 Garfield County Hazard Mitigation Plan – Resolution No. 14, Series of 2022

Chief Debra Funston and Lieutenant Mike Kuper presented the 2022 Garfield County Hazard Mitigation Plan – Resolution No. 14, Series of 2022. The former Hazard Mitigation Plan had been updated in 2017. Updating the Hazard Mitigation Plan aids the ability to apply for federal grants, federal assistance and address any disasters that can potentially affect the City of Rifle.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, ADOPTING THE GARFIELD COUNTY HAZARD MITIGATION PLAN UPDATE OF AUGUST 2022.

Councilor Clint Hostettler moved to approve Resolution No. 14, Series of 2022 to adopt the update FEMA approved 2022 Garfield County Hazard Mitigation Plan; seconded by Councilor Sean Strode.
Roll Call: Yes - Brian Condie, Alicia Gresley, Ed Green, Chris Bornholdt, Clint Hostettler, and Sean Strode.
No – None.

Consider Approval for the Purchase of a Towable Boom Lift
Parks and Recreation Director Austin Rickstrew presented request to consider the purchase of a Towable Boom Lift for the grounds and facilities department. Purchase of a towable boom lift had been included in the 2022 Budget. The RFP was solicited through BidNet and 2 bids were received. The two proposals were from United Rentals of Denver and Ahern Rentals of Las Vegas. Acquisition of a towable boom lift will increase efficiency within the department and save on rental costs. City Staff recommends purchase request of a 2022 JLG T500J Towable Boom Lift from United Rentals of Denver in the amount of $57,600.00.

Councilor Sean Strode moved to approve the purchase of a 2022 JLG T500J Towable Boom Lift from United Rentals, In. in the amount of $57,600.00; seconded by Councilor Clint Hostettler.
Roll Call: Yes - Alicia Gresley, Sean Strode, Chris Bornholdt, Brian Condie, Clint Hostettler, and Ed Green.
No – None.

Report to City Manager
Reports were heard from City Manager Tommy Klein and Chief Debra Funston.

Comments from Mayor and Council
Comments were heard from Sean Strode and Chris Bornholdt.

Adjournment
Meeting adjourned at 8:20 p.m.

Misty Williams City Clerk	Ed Green Mayor

Agenda Item #7.a.

Agenda Item Name:
Consider the Appointment of Milton Rodas and Melissa Carter to Planning Commission as Alternates and the Appointment of Brian Dow to a Regular Planning Commission Member

Presenter:
Patrick Waller, Planning Director

Item Description:
Appointment of New Planning Commission Members

Recommended Action:
Move to approve the appointment of Michelle Carter and Milton Rodas to the Planning Commission as alternates and appoint Brian Dow as a regular Planning Commission member.

Fiscal Impact:
None

Operational Impact:
These appointments would fill all positions on the City of Rifle Planning Commission

Prior Board Motions:
None

Background Information:
Planning Commissioners Sharon Pettinger and Lee Damuth have resigned. The two vacant positions were advertised and Staff received two applications

Executive Summary:
Staff has received two applications to fill the vacant Planning Commission seats. Staff interviewed both candidates and felt that they would make an excellent addition to the Commission. Both candidates were reviewed by Planning Commission, who recommended that they be appointed by City Council as alternates.

Brian Dow is currently serving on Planning Comission as an alternate. With the recent resignations, Staff and Planning Commission are both recommending that he be appointed as a regular member.

Notification Requirements:
N/A

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. Melissa Carter - Planning Commission Application
2. Milton Rodas - Planning Commission Application

CITY OF RIFLE
APPLICATION FOR
BOARD VACANCY

Name: Melissa Carter

Address: 347 Evergreen Drive Rifle, CO 81650

Mailing Address (if different):

How long have you been a resident of the City of Rifle? 20 years

E-mail: lazykxranch@yahoo.com Phone: 970-319-0535

Occupation: Administrative Asst. Employer: Storm King Mechanical

Please list the board(s) and/or commission that you are you interested in being considered for:

Planning Commission

Please describe your interest in serving on this board/commission.

I would like to learn more about how things are done within the city and also be able to explain to the public why something was done a certain way. I have seen to many times people complaining about what the city is doing but don't take the time to learn why. I have been guilty of this. I want the City of Rifle to grow and expand but in a financial and beneficial way.

What do you view as your role if you were selected to be a member of this board/commission?

I would view my role as a new member to be one of learning to start off with. I'm not familiar with all of the codes and procedures. I hope that once I get the knowledge I can help with continued growth of Rifle and also to help the public understand the reason why things are done a certain way.

Please list any civic activities in which you have been involved.

Please tell us about your qualifications to serve on this board/comission (education, experience, community service, etc.).

I graduated from Rifle High School (1995) and have an Associates degree from Colorado Mesa University. I have lived in Rifle for 20 years and have worked for my employer for 15 years.

I work great in a group setting and have great communication skills. I'm able to put my personal views and opinions to the side and focus on what is best and legal for the city.

I'm on the logistics committe for the last 3 years for Out of the Darkness walk. This is a walk that is put on by the American Foundation for Suicide Prevention.

In your opinion, what are the most significant issues facing the City of Rifle?

I feel that the most significant issue facing Rifle is with growth and not losing the small town feel.

Please provide any additional information or comments which you believe will assist the board/commission in considering your application.

Oath of Applicant

I declare that this application and all attachments are true, correct, and complete to the best of my knowledge

Signature:

Applications must be submitted to the City Clerk's office either by mail to 202 Railroad Avenue, Rifle, CO 81650; or e-mail to mwilliams@rifleco.org. A resume, letter of interest, or other supplemental information may be attached to this application.

CITY OF RIFLE APPLICATION FOR BOARD VACANCY

Name: Milton Rodas

Address: 817 W 26th St. Rifle, CO. 81650

Mailing Address (if different):

How long have you been a resident of the City of Rifle? 12 years

E-mail: mabebservices@gmail.com Phone: 970-366-1482

Occupation: Business Owner Employer: MidValley Auto Body

Please list the board(s) and/or commission that you are you interested in being considered for:

Planning Commissioner

Please describe your interest in serving on this board/commission.

My interest is to continue to be involved in the community I live in. Hoping to see it expand in better ways for the children and youth who live here. Creating fun and safer environments for them to spend their time in.

What do you view as your role if you were selected to be a member of this board/commission?

My vision is to see this community expand and continue to grow in the safest way possible for all those who live here.

Please list any civic activities in which you have been involved.

-Rifle Recreation Center by being a soccer coach for 5yrs.
-Hispanic Alliance Colorado summer soccer camp and basketball camps (3yrs).
-I was an intermediate in the process of getting a grant for the expansion of a city park.
-Organized and helped in highway cleanups along I-70.

Please tell us about your qualifications to serve on this board/comission (education, experience, community service, etc.).

-Organized trips for charity work in a third world.

In your opinion, what are the most significant issues facing the City of Rifle?

There are too many obstacles to build a small project.

Please provide any additional information or comments which you believe will assist the board/commission in considering your application.

I am just hoping to see this city prosper and continue to grow for everyone who lives here. I am open-minded and always enjoy facing new challenges.

Oath of Applicant

I declare that this application and all attachments are true, correct, and complete to the best of my knowledge

Signature:

Applications must be submitted to the City Clerk's office either by mail to 202 Railroad Avenue, Rifle, CO 81650; or e-mail to mwilliams@rifleco.org. A resume, letter of interest, or other supplemental information may be attached to this application.

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: October 19, 2022

Agenda Item #7.b.

Agenda Item Name:
Consider Approval of Social Setting Withdrawal Management (SSWM) Contract with Mind Springs

Presenter:
Tommy Klein, City Manager

Item Description:
Consider SWMM Contract with Mind Springs

Recommended Action:
Move to approve the contract with Mind Springs and our local partners to fund and operate the Social Setting Withdrawal Management Center.

Fiscal Impact:
If the contract is signed, Rifle would be committed to funding the Social Setting Withdrawal Management (SSWM) facility in 2023 for $40,000. Staff has budgeted this amount for 2023 based on input from Council in April of 2022. The amount of support required for 2024 will be based upon the recommendation of the governing board. If you approve the contract, we will have one seat on the board. We have the option to withdraw from the agreement 90 days before the first day of the year (2024 and subsequent years.)

Operational Impact:
None

Prior Board Motions:
None

Background Information:
The County's attorneys have produced a draft contract that will fund the SSWM facility operated by Mind Springs for 5 years. Staff is requesting Council's direction given the uncertainty of the financial commitments.

Executive Summary:
Mr. Neu has reviewed the contract.

On April 20th, Council approved providing $40,000 from the 2023 budget to Mind Springs to fund the SSWM (detox) center. Garfield County and Mind Springs initially requested a five-year financial commitment to the project. Rifle objected to wording in the original contract indicating that we had committed to funding the project.

The County applied for and received a grant to fund the center. The grant requires the county to fund the center for three years. After months of working through a proposed agreement, the contact you have before you is the end result. The staff view this contract as favorable compared to previous proposed agreements which would have obligated Rifle to fund the center for five years.

The contract before you will require us to fund the project for $40,000 in 2023. The contract also establishes a Governance Committee consisting of one appointee from each Contributing Partner and this board will determine how to fund the project in the future by creating a "methodology by which financial needs of the withdrawal program will be identified and costs will be allocated among the Contributing Partners." The Contributing Partners currently include:

Carbondale
Glenwood Springs
New Castle
Silt
RIfle
Parachute
Valley View Hospital
Grand River Hospital
Garfield County

Rifle will have one seat on the board and staff recommends that a member of Council represents our community since significant funding decisions will be made. Rifle may withdraw from the contract 90 days before the first of each year. Mind Springs would like to have this (the first) contract completed by the end of October.

While staff has some reservations based on unfavorable press and state reports on Mind Springs' operations, we recommend approving the contract since we have the ability to withdraw. The Mind Springs board replaced the executive director for the organization in early August of 2022. We have the option of terminating the contract with Mind Springs 90 days before January 1, 2024 (and 90 days before the first of the year in subsequent years). Staff recommends that our appointed representative request at least quarterly meetings of the governing board.

Notification Requirements:
None

Prepared By:
Tommy Klein, City Manager

Attachments:
1. Redacted - Detox Final with new Attachment A

AGREEMENT TO FUND WITHDRAWAL MANAGEMENT SERVICES IN GARFIELD COUNTY

This Agreement to fund Withdrawal Management Services in Garfield County ("Agreement") is made by and between:

Valley View Hospital ("VVH")
Grand River Hospital District ("GRHD")
The City of Glenwood Springs
The City of Rifle
The Town of Carbondale
The Town of New Castle
The Town of Silt
The Town of Parachute
Garfield County (the "County")

(collectively, the "Contributing Entities") and **Mind Springs Health ("VENDOR")** (the "Parties") to set forth the terms and conditions of their cooperative provision, administration, and funding of withdrawal management services in Garfield County beginning in calendar year 2023. This Agreement is effective as of November 1, 2022, regardless of the dates on which it is signed (the "Effective Date").

RECITALS

A. WHEREAS county and municipal governments are authorized to make the most efficient and effective use of their governmental powers, responsibilities, and monies by cooperating and contracting with other governments pursuant to, *inter alia,* C.R.S. §§ 29-1-201, *et seq.,* and Article XIV, Section 18 of the Colorado Constitution.

B. WHEREAS applicable data confirm that substance use and abuse in Colorado, and in each municipality and unincorporated area within Garfield County, has increased to crisis levels.

C. WHEREAS for several years the Recovery Continuum Task Force has held meetings and engaged stakeholders to address substance abuse issues in Garfield County. The Task Force has identified the priority project most likely to make an immediate and positive impact to be the establishment of a social setting withdrawal management ("SSWM") facility that, in addition to medically safe detoxification from drugs and alcohol, includes case management support for individually identified needs.

D. WHEREAS traditional impediments to withdrawal management services in Garfield County include the absence of a suitable location and facility and the lack of sustained and reliable funding for such services.

E. WHEREAS VENDOR has recently purchased a facility within Glenwood Springs city limits that, with modifications, can house withdrawal services and, with funding assistance, can retain the staff necessary to provide and manage withdrawal services in Garfield County.

F. WHEREAS the Contributing Entities want withdrawal management services to be available to the citizens of Garfield County now and in the future and want to enter into this Agreement for the purpose of contracting with VENDOR for the provision of withdrawal management services.

G. WHEREAS each Contributing Entity is entering into this Agreement to participate in the collective provision and funding of withdrawal management services pursuant to the terms and conditions set forth below.

H. WHEREAS VENDOR desires to provide withdrawal management services for the Contributing Entities on an independent contractor basis in accordance with the terms of this Agreement and all applicable laws and regulations.

I. WHEREAS the Parties do hereby individually and collectively determine and declare that this Agreement is necessary, proper, and convenient for the continued fostering and preservation of the public peace, health, and safety.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements of the Parties and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

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

2. Purpose of this Agreement. The purpose of this Agreement is to define the terms and conditions by which the Parties will individually and collectively support, and or fund withdrawal management services in Garfield County.

3. Initial Term, Renewals, and Extensions. The Initial Term of this Agreement shall begin on the Effective Date defined above and continue through December 31, 2023. Thereafter, the Agreement shall automatically renew for four successive one-year terms, unless sooner terminated in accordance with paragraph 6 below, and shall finally terminate on December 31, 2027.

4. Obligations of Contributing Entities.

A. 2023 Financial Obligation. In consideration for the Services defined in paragraph 5 to be provided by VENDOR during the Initial Term of this Agreement, each Contributing Entity agrees to pay to VENDOR the amount designated in **Attachment A**, which is attached and incorporated here for all purposes. Together, these amounts represent the 2023 Collective Contribution. Each governmental entity that is a Party to this Agreement acknowledges that funds sufficient to meet its portion of the Collective Contribution reflected in Attachment A will be appropriated by the applicable statutory deadline and made available through December 31, 2023.

B. Financial Obligations after 2023. In consideration for the Services to be provided by VENDOR during each renewal term after 2023, unless a Contributing Entity withdraws from this Agreement or this Agreement is terminated in accordance with paragraph 6, each Contributing Entity agrees to budget for and pay, subject to paragraph 15 its allocated share of the Collective Contribution determined annually by the Governance Committee in accordance with paragraph 4(E).

C. Payment Obligation. Each Contributing Entity is individually responsible for payment of its respective share of the Collective Contribution to VENDOR. Payment shall be made directly to VENDOR within thirty (30) days of receipt of an invoice from VENDOR in the amount determined by the Governance Committee, unless the Contributing Entities, or any of them, claim that VENDOR's performance is unsatisfactory, in which case the Parties shall promptly cooperate to resolve the dispute, or in the alternative exercise their rights of termination under paragraph 6. Payments under this Agreement shall be made to the trade or business name indicated by VENDOR in its invoice. No payment will be made to an individual or in the name of an individual under this Agreement.

D. Indemnification. To the extent authorized by law and within the limitations imposed by the Colorado Constitution and statutes, each Contributing Entity shall indemnify and hold harmless the other individual Contributing Entities and their respective officers, employees, and agents from any and all claims for personal injury or property loss or damage, to the extent such claims arise from or result from the acts and/or omissions of such Contributing Entity.

E. Contributing Entities Oversight and Governance Commitment. Each Contributing Entity acknowledges that initiating withdrawal management services in the County is a significant undertaking that requires a sustained commitment to fully define, establish, and evaluate the success of such services. Accordingly, each Contributing Entities agrees to:

i. Appointment of a Representative. Appoint an elected official or manager level representative to serve on a Governance Committee created by this Agreement for each year of the term of this Agreement.

ii. Quality Assurance. Work together to ensure that all relevant performance measures are defined, received, reviewed, and utilized for the purpose of ongoing evaluation of services.

iii. Governance Committee**.** A Governance Committee is hereby established to conduct oversight of the withdrawal management services to be provided by VENDOR. The Governance Committee shall be composed of one representative from each Contributing Entity, and each Contributing Entity will have one vote on the Governance Committee to be cast by the Contributing Entity Governance Committee representative. The Governance Committee shall meet at least quarterly to review and discuss the following, but not limited to:

a. At least one meeting per year will be the annual budget meeting to review annual utilization, proposed budget and cost allocation methodology, financial expenditures, and budget compliance.

b. Identify appropriate metrics to be provided by VENDOR to help assess the use and success of the withdrawal services, including but not limited to the number of first time and repeat clients; residency of clients; insurance and other coverage; private pay; budget revenues and expenditures; participation levels in case management follow-up; number of contacts by response team; and other metrics provided by VENDOR.

c. Identify deadlines by which metrics must be provided and program budget submitted to Governance Committee for discussion and planning

d. Create a methodology by which financial needs of the withdrawal program will be identified and costs will be allocated among the Contributing Entities, including appropriate deadlines to allow time to meet governmental budget appropriation deadlines. The projected gap between cost of services and revenues collected ("Operating Funding Gap") will be identified in a line-item budget for the coming fiscal year.

e. The Governance Committee will communicate funding needs and suggested allocations to each Contributing Entity and propose each Contributing Entity's pro rata share of the Collective Contribution for the approaching calendar year by August 1 of each year.

f. The Governance Committee will work to build a Contributing Entities Reserve Fund for use by the Contributing Entities to assure consistent and adequate contribution to the Operating Funding Gap. The Governance Committee will oversee the Contributing Entities Reserve Fund.

g. New members may join this Agreement at full participation levels by majority vote of the Governance Committee.

5. <u>Obligations of VENDOR</u>.

A. <u>Program Manager</u>. VENDOR will serve as the Program Manager and be responsible for coordinating meetings of the Governance Committee and producing metrics required for program oversight; meeting deadlines for provision of all metrics required; meeting deadlines for submitting annual proposed budget to Governance Committee and the organization of required quarterly meetings.

B. <u>Services</u>. VENDOR agrees to perform the following services (the "Services") in a professional and efficient manner in accordance with all applicable laws, regulations, and standards of the profession: Withdrawal management services for persons arriving at the facility with medical screening as outlined in the MOU between VENDOR and medical authorities including but not limited to hospitals and Emergency Medical Services operating within Garfield County. The Contributing Entities shall rely upon VENDOR's expertise, and VENDOR is free from control and direction by Contributing Entities in performance of said Services except for the oversight of the withdrawal management services by the Governance Committee as provided in Section 4.E.iii above. VENDOR represents and acknowledges that VENDOR is engaged in providing these types of services for persons or entities other than the Contributing Parties, and VENDOR is not required to provide services exclusively to the Contributing Parties during the term of this Agreement.

C. Invoicing Contributing Entities. VENDOR will send annual invoices to each Contributing Entity for its respective share of the Collective Contribution as determined by the Governance Committee. VENDOR shall use the Collective Contribution funds for the provision of those Services defined above only.

D. Billing Non-Contributing Partner Opportunities. VENDOR will bill services to Medicaid, private pay, private insurance, or other referring organizations at every applicable opportunity.

E. Operation of Facility. The withdrawal management facility shall be operated under the exclusive control, direction, and supervision of VENDOR. All clinical decisions, including admissions, denials, appropriate treatment course and discharge planning will be at the professional discretion of VENDOR. VENDOR is encouraged to work with community partners in creating the most effective plan and follow-up services for SSWM clients.

F. Responsibility for Patients. VENDOR accepts responsibility for persons admitted to their facility while in their facility. As participation in SSWM is voluntary, VENDOR is not responsible for persons who leave the facility prior to discharge except to notify local authorities of any concerns for the client's or community's health or safety.

G. Licenses and Certifications. VENDOR certifies that, at the time of entering into this Agreement, it has currently in effect all necessary licenses, certifications, approvals, insurance, permits, etc. required to properly perform the Services and/or deliver the supplies covered by this Agreement. VENDOR warrants that it will maintain all necessary licenses, certificates, approvals, insurance permits, etc. required to properly perform this Agreement. Additionally, all employees of VENDOR performing Services under this Agreement shall hold the required licenses or certifications, if any, to perform their responsibilities hereunder. Any revocation withdrawal or non-renewal of necessary licenses, certifications, approvals, insurance, permits, etc. required for VENDOR to properly perform this Agreement, shall be grounds for termination of this Agreement by the Contributing Entities for default. At the time of Agreement execution, VENDOR shall provide evidence of the following licenses: non-hospital detoxification facility license from the Office of Behavioral Health. VENDOR shall notify the Contributing Entities immediately upon receipt of notice from applicable licensing or regulatory authority of any action brought by such authority affecting any license, certification or approvals required hereunder.

H. Indemnification of Contributing Entities. VENDOR agrees to defend, indemnify, and hold harmless each Contributing Entity including their elected and appointed officials, employees, contractors, and agents, from and against any cost (including reasonable attorneys' fee), claim, damage, or liabilities of any kind, including but not limited to, personal injury or property loss, incurred because of any act or omissions by VENDOR, or its employees, agents, subcontractors, or assignees arising out of VENDOR's provision of Services hereunder and the operation of the facility.

I. Insurance Requirements. VENDOR shall obtain and maintain during the term of this Agreement, professional liability insurance in the following amounts:

i. Professional liability insurance with limits or liability in an amount not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate. The policies shall include a "tail" covering acts of occurrences during the term of this Agreement as to which a claim may be asserted after termination of this Agreement.

ii. Each of the Contributing Entities shall be named as additional insured on all liability policies, except for any professional liability insurance policy.

iii. The insurance shall include provisions preventing cancellation without 60 days prior to notice to the Contributing Entities.

iv. VENDOR shall provide certificates showing adequate insurance coverage to the Governing Committee within 7 working days of contract execution, unless otherwise provided.

J. Independent Contractor. VENDOR is an Independent Contractor, not an employee of the Contributing Entities. VENDOR is responsible for complying with all employment laws and insurance laws relating to its own employees. VENDOR is and shall remain a separate and distinct entity from the Contributing Entities; the business operations of the Contributing Entities shall in no way combine with the business operations of VENDOR. This Agreement does not create and is not intended to create a joint venture or tother such relationship between or among one or more to the Contributing Entities or among the Contributing Entities and VENDOR

K. Use of Funds. Any funds contributed by a Contributing Entity shall only be used for the startup and ongoing operation of the Services and shall not be used for any other purpose.

6. Termination.

A. Withdrawal by a Contributing Entity. Any Contributing Entity may withdraw from participation in the Agreement for any reason by providing written notice to each of the other Parties not later than ninety (90) days prior to the end of the current calendar year. If one Contributing Entity terminates its participation via withdrawal, each of the other Contributing Entities has until the later of ninety (90) days before the end of the then-current calendar year or ten (10) days after receipt of the notice of termination from the first Contributing Entity to terminate its own participation in the Agreement. Notwithstanding such termination of participation, any Contributing Entity electing to terminate its participation in the Agreement shall remain obligated for its share of the Collective Contribution through the end of the then-current calendar year. Termination shall be deemed to be effective at the end of the then-current calendar year.

B. Termination by VENDOR. VENDOR may terminate its provision of the Services, with or without cause, by providing written notice to the Contributing Entities not less than one hundred twenty (120) days prior to the end of the current calendar year. In the event of termination by VENDOR, the Collective Contribution shall be paid to VENDOR by the Contributing Entities or refunded by VENDOR to the Contributing Entities, as applicable and necessary, so that VENDOR is paid for its Services to the actual termination date, not more or less.

C. Termination by the Contributing Entities.

i. Without Cause. The Contributing Entities may terminate the Agreement without cause upon majority vote of the then current Contributing Entities and the provision of written notice to each of the other Parties not later than ninety (90) days prior to the end of the current calendar year. Notwithstanding such termination, the Contributing Entities shall individually and collectively remain obligated for payment of the Collective Contribution through the end of the then-current calendar year. Termination shall be deemed effective at the end of the then-current calendar year.

ii. For Cause. The Contributing Entities may terminate the Agreement for cause if VENDOR has defaulted or violated the terms of this Agreement. The Contributing Entities shall provide VENDOR written notice of default/violation and allow VENDOR thirty (30) days within which to cure the default/violation to the satisfaction of the then current majority of the Contributing Entities. Failure to timely cure the default/violation will result in the termination of the Agreement for cause, which shall be effective ninety (90) days after the date of the written notice of default/violation.

7. Incorporation of Terms. Except as expressly provided herein, this IGA shall replace and supersede all prior agreements of any kind between all or any of the Contributing Entities and any or all other Contributing Entities hereto, to the extent and for the limited purpose as such other agreements may be related to the provision of funding collaborative and detoxification and withdrawal management facility services.

8. Third Parties. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the Contributing Entities and VENDOR. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Contributing Entities and VENDOR that any such person or entity, other than the Contributing Entities or VENDOR, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

9. Assignability. This agreement is not assignable by any Party hereto.

10. Modification. This Agreement may be changed or modified only in writing by an agreement approved by the respective Boards or Councils of the Governments and signed by authorized officers of each party.

11. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and all other promises and agreements regarding this Agreement, whether oral or written, are merged herein.

12. Severability. Should any one or more sections or provisions of this Agreement be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Agreement, the intention being that the various sections and provisions hereof are severable.

13. Notice. Any notice required or permitted under this Agreement shall be in writing and shall be provided by electronic delivery to the e-mail addresses set forth below and by one of the following methods: (1) hand-delivery or (2) registered or certified mail, postage pre-paid to the mailing addresses set forth below. Each Party, by notice sent under this paragraph, may change the address to which future notices should be sent. Electronic delivery of notices shall be considered delivered upon receipt of confirmation of delivery on the part of the sender. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

Mind Springs Health:	*Elizabeth Tice, Chief Operating Officer* *515 28 3/4 Road, Grand Junction, CO 81501* Phone: 970-683-7159 Email: etice@mindspringshealth.org;
Valley View Hospital Association:	*Brian Murphy, MD, Chief Executive Officer* *PO Box 1970, Glenwood Springs, CO 81602* Phone: 970-384-6600 Email: Brian.murphy@vvh.org
Grand River Hospital District:	Teresa Wagenman, Controller 501 Airport Road, Rifle, CO 81650 Phone: 970-440-4131 Email: twagenman@grhd.org
Town of Carbondale:	*Lauren Gister, Town Manager* *511 Colorado Avenue, Carbondale, CO 81623* Phone: 970-510-1207 Email: lgister@carbondaleco.net
City of Glenwood Springs:	*Jenn Ooton, Assistant City Manager* *101 W. 8th Street,* *Glenwood Springs, CO 81601* Phone: 970-384-6404 Email: jenn.ooton@cogs.us
Town of New Castle:	*David Reynolds, Town Administrator* *PO Box 90, New Castle, CO 81647* Phone: 970-984-2311

Email: dreynolds@newcastlecolorado.org

Town of Silt:	*Jeff Layman, Town Administrator* *231 N. 7th Street, Silt, 81652* Phone: 970-876-2353 ext. 103 Email: jlayman@silt.org
City of Rifle:	*Tommy Klein, City Manager* *202, Railroad Ave, Rifle, CO 81650* Phone: 970-665-6409 Email: tklein@rifleco.org
Town of Parachute:	*Travis Elliot, Town Manager* *222 Grand Valley Way, Parachute, CO 81635* Phone: 970-665-1147 Email: telliott@parachutecolorado.com
Garfield County:	*John Martin, Chair of BOCC* *108 8th Street, Suite 101* *Glenwood Springs, CO 81601* Phone: 970-945-1377 Email: jmartin@garfield-county.com
	County Attorney *108 8th Street, Suite 219* *Glenwood Springs, CO 81601* Phone: 970-945-9150 Email:

14. Government Immunity. The Parties agree and understand that all governmental entities that are parties to this Agreement are relying on and do not waive the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq*., as from time to time amended, or otherwise available to the Parties or any of their officers, agents, or employees.

15. Current Year Obligations. The Parties acknowledge and agree that any payments provided for hereunder or requirements for future appropriations shall constitute only currently budgeted expenditures of the Parties. The Parties' obligations under this Agreement are subject to each individual party's annual right to budget and appropriate the sums necessary to provide the services set forth herein. No provision of this Agreement shall be construed or interpreted as creating a multiple fiscal year direct or indirect debt or other financial obligation of any of the Parties within the meaning of any constitutional or statutory debt limitation. This Agreement shall not be construed to pledge or create a lien on any class or source of any of the Parties' bonds or any obligations payable from any class or source of each individual party's money.

16. Binding Rights and Obligations. The rights and obligations of the Parties under this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

17. Agreement Made in Colorado. This Agreement shall be construed according to the laws of the State of Colorado, and venue for any action shall be in the District Court, 9th Judicial District, in and for Garfield County, Colorado.

18. No Waiver. The waiver by any party to this Agreement of any term or condition of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

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

20. Counterparts. This Agreement may be executed in counterparts, each of which, upon execution of a counterpart by all Parties, shall be considered an original.

In Witness Whereof, the Parties hereto have caused this agreement to be executed as of the day and year first above written.

MIND SPRINGS HEALTH:

____

Elizabeth Tice, Chief Operating Officer

VALLEY VIEW HOSPITAL ASSOCIATION:

____

Brian Murphy, MD, Chief Executive Officer

GRAND RIVER HOSPITAL DISTRICT:

____

Terry Collins, Chief Financial Officer

TOWN OF CARBONDALE:

____

Ben Bohmfalk, Mayor

CITY OF GLENWOOD SPRINGS:

____

Jonathan Godes, Mayor

TOWN OF NEW CASTLE:

____

Art Riddile, Mayor

TOWN OF SILT:

____

Jeff Layman, Town Administrator

CITY OF RIFLE:

____

Ed Green, Mayor

TOWN OF PARACHUTE:

____

Travis Elliot, Town Manager

GARFIELD COUNTY:

____

John Martin, Chair of BOCC

Attachment A

October 19, 2022

Cash Funding for 2023. The respective Contributing Partner councils and trustees represent that they have lawfully appropriated an amount sufficient to pay Mind Springs Health the following:

1. The Town of Carbondale agrees to pay agrees to pay $10,000 towards the cost for the provision of detoxification and withdrawal management services.

2. The City of Glenwood Springs agrees to pay up to $100,000 towards the cost for the provision of detoxification and withdrawal management services.

The Town of New Castle agrees to pay $10,000 towards the cost for the provision of detoxification and withdrawal management services.

3. The Town of Silt agrees to pay $2,000 towards the cost for the provision of detoxification and withdrawal management services.

The City of Rifle agrees to pay $40,000 towards the cost for the provision of detoxification and withdrawal management services.

4. The Town of Parachute agrees to pay $2,000 towards the cost for the provision of detoxification and withdrawal management services.

Valley View Hospital agrees to pay up to $100,000 towards the cost for the provision of detoxification and withdrawal management services.

5. Grand River Hospital District agrees to pay $12,500 towards the cost for the provision of detoxification and withdrawal management services.

Garfield County agrees to pay up to $100,000 towards the cost for the provision of detoxification and withdrawal management services.

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: October 19, 2022

Agenda Item #7.c.

Agenda Item Name:
Appoint Member of Council to Social Setting Withdraw Management (SSWM) Governing Board

Presenter:
Tommy Klein, City Manager

Item Description:
Appoint Member of Council to SSWM Governing Board

Recommended Action:
Move to approve (Selected Council Member) to represent the City of Rifle on the Governing Board for the Social Setting Withdraw Management facility.

Fiscal Impact:
None

Operational Impact:
None

Prior Board Motions:
None

Background Information:
See previous agenda item.

Executive Summary:
See previous agenda item.

Notification Requirements:
None

Prepared By:
Tommy Klein, City Manager

Attachments:
None

Agenda Item #7.d.

Agenda Item Name:
Consider Purchase of a Wide Area Rough Mower

Presenter:
Austin Rickstrew, Assistant Parks & Recreation Director

Item Description:
Purchase of a new wide-area rough mower.

Recommended Action:
Move to approve the purchase of a new wide-area rough mower from LL Johnson Distributing Company LLC. in the amount of $97,111.19

Fiscal Impact:
It will provide more efficiency, resulting in less downtime and less maintenance cost.

Operational Impact:
Acquisition of an updated reliable wide area mower, resulting in more work efficiency.

Prior Board Motions:
N/A

Background Information:
We currently have a 2011 Jacobsen AR522 which was purchased in 2015 and it has reached the end of its reliable life. This piece of equipment is vital to our operation and the maintenance of all sports fields.

Executive Summary:
The RFP was solicited through BidNet and we received two responses. The two companies that submitted proposals are LL Johnson Distributing Company and Potestio Brothers Equipment Inc. When comparing the two proposals, staff determined that the John Deer 9009A TerrainCut, proposed by Potestio Brothers Equipment Inc., did not meet some of the predetermined specifications listed in the RFP. The specifications that the John Deer 9009A did not meet were, that it did not have 4WD capabilities in forward and reverse, it did not have a fuel capacity over 20 gallons, and it did not have a mechanical parking brake. LL Johnson Distributing Company proposed a Toro Groundmaster 4500 that meets all of the specifications.

Staff budgeted $77,000 in the 2022 budget after speaking with representatives in 2021 from both Potestio Brothers and LL Johnson. LL Johnson has factored in an estimated 10% increase due to pricing increases anticipated in 2023. In 2021 Toro saw a 30% increase in the cost of production. We will receive updated MAPO service fees and actual costs increase/decrease once we place the order and delivery is scheduled. The price will be determined by taking the MSRP price and adding a 22% discount. LL Johnson has guaranteed that the purchase price will not exceed the quoted $97,111.19. Potestio Brothers did not include an estimate for anticipated pricing increases in 2023.

Notification Requirements:
N/A

Prepared By:
Austin Rickstrew, Assistant Parks & Recreation Director

Attachments:
1. Rough Mower Spec List 08.17.22
2. Rifle-Wide Area Rough Mower-LLJohnson Distributing
3. Toro Mower PO

To: Vendors and Prospective Bidders for City of Rifle Equipment

From: Austin Rickstrew, Assistant Parks and Recreation Director

Date: August 17, 2022

Re: Specifications for Wide Area Rough Mower

The City of Rifle is soliciting bids for one new wide area rough mower. The mower shall conform to the following:

1. No more than 150 inches long.
2. No more than 5000lb operating weight.
3. Rated for at least 55 horsepower.
4. Tier 4 diesel engine.
5. 4WD capabilities in forward and reverse.
6. Fuel capacity over 20 gallons.
7. At least 9ft in width cut.
8. Adjustable deck from 0.75” to 4”.
9. Mechanical parking brake.
10. Shop technician and parts manual with wiring schematics
11. 2-year warranty.

Bids will be due at 2:00 pm September 30, 2022. Questions will be accepted until September 14, 2022. Please send all questions to Austin Rickstrew at arickstrew@rifleco.org.

CITY OF RIFLE
202 RAILROAD AVENUE • P.O. BOX 1908 • RIFLE, CO 81650
WWW.RIFLECO.ORG
(970) 665-6578 • ARICKSTREW@RIFLECO.ORG

LL JOHNSON EST. 1976 DISTRIBUTING COMPANY

4700 Holly Street
Denver, CO 80216
Mobile: 720-908-0944
Office: 303-394-6684

TORO Count on it.

Town of Rifle Parks and Rec

ATTN: Mr. Austin Rickstrew

8/29/2022

Qty	Model Number	Description	MSRP	2022 MAPO Price
1	**30885**	**Groundsmaster 4500**	**$107,890.00**	**$84,154.20**
1	30669	Universal Sunshade, White	$940.00	$733.20
1	**MAPO Service Fee**	**MAPO Service Fee**	**$ 3,395.50**	**$ 3,395.50**
1	**Estimated increase**	**Estimated Inflation/Cost increase for 2023**	**$ 8,828.29**	**$ 8,828.29**
		AR-522 Replacement Mower	TOTAL	**$ 97,111.19**
			GRAND TOTAL	**$ 97,111.19**

***All Pricing has an Estimated 10% increase due to pricing increases anticipated through the next year. We will give accurate MAPO pricing at the delivery** (Note: Price will not exceed above quote)

I am sending our current pricing information on the Toro Commercial Turf products that you are interested in. These prices are from our current pricing available to all of our tax supported accounts. The Service Fee listed above covers freight, set-up and delivery charges.

* All Toro equipment comes with a two year or 1,500 hour warranty

Thank you for the opportunity to quote you on the equipment listed above.

The price includes all set up and delivery.

* Please allow me to requote when you are closer to your purchase date for up to date pricing and availability.
* Please note due to unexpected issues in our supply chain, we are experiencing extreme delays in all product categories.
* Estimated availability/lead time on accesories can be confirmed once we receive your order.

As always feel free to call me to answer any questions.

Sincerely,

Tyrel Muheim
Western Territory Sales Manager
Cell: 720-908-0944
Office: 303-394-6684
TMuheim@lljohnson.com

TORO®

Groundsmaster® 4500-D/4700-D

CONTOUR ROTARY MOWERS

FEATURES

- *55 hp (41.1 kW) Yanmar® turbo-diesel engine*
- *Contour™ Plus rotary cutting units for virtually no scalping*
- *Full-length striping rear rollers*
- *9' (2.7 m) and 12.5' (3.8 m) width of cut*
- *6.5" (16.5 cm) cutting unit overlap to eliminate streaking*
- *Smart Power® – optimized mowing in all conditions*
- *SmartCool® system with auto reversing cooling fan*
- *4-Way Adjustable Seat and Air Ride Suspension*
- *Integrated ControlHub™ with fingertip electronic controls*
- *InfoCenter™ displays simple operating info while monitoring machine health*
- *Full-time, bi-directional 4WD*
- *4-wheel drive traction assist (optional)*
- *Reliable planetary gear wheel drive system*

More production, same extraordinary cut.

The Groundsmaster® 4500-D and 4700-D continue to provide the clean quality of cut of a reel mower but with the maintenance ease of a rotary. Toro's SmartCool® system keeps your machine on the job and moving forward. Before things get too hot, SmartCool briefly reverses the cooling fan to blast chaff and debris from the intake screens. Smart? You know it. Cool? Definitely! With a 55 hp (41.1 kW) turbo-diesel under the hood and Smart Power® technology that maximizes power to the Contour™ Plus cutting decks, the Groundsmaster 4500-D and 4700-D are an unprecedented blend of powerful productivity and refined results.

Groundsmaster® 4500-D

Groundsmaster® 4700-D

SMART POWER

Call your Toro distributor at 800-803-8676

TORO®

Groundsmaster® 4500-D & 4700-D Specifications*

	GROUNDSMASTER 4500-D, MODEL 30885	GROUNDSMASTER 4700-D, MODEL 30887
ENGINE	Yanmar® 4-cylinder liquid-cooled, turbo-charged diesel. Power: 55 hp (41.1 kW) power at rated speed of 2700 rpm. Torque peak: 125 ft-lbs (169 Nm) @ 2000 rpm. Displacement: 127 cu. in. (2.1 liters). EPA Tier IV Final and Stage V Compliant.	
AIR CLEANER	Dry, replaceable primary and safety elements.	
RADIATOR	Rear-mount, single pass, 7-row, 6.3 fins per inch, 13 quart (12.3 liters) capacity.	
FUEL CAPACITY	22 gallons (83 liters) diesel fuel. Biodiesel-Ready for use up to B-20 (20% biodiesel and 80% petroleum blend).	
TRACTION DRIVE	Parallel hydrostatic, closed loop system with full-time 4WD forward/reverse in low (mow) and high (transport) range with optional full-time, or momentary traction flow divider (forward only) (Model 31529). Variable displacement piston pump with electronic servo control powers dual speed piston motor drive into double reduction planetary in front, and mechanical axle in rear. Smart Power® feature controls traction speed to maintain optimal cutting blade speed.	
HYDRAULICS/COOLING	8.25 gallon (31.3 liter) capacity with 10 micron remote spin-on filter, single-pass cooler, 6.3 fins per inch. Variable speed SmartCool hydraulic fan drive with automatic (based on coolant and oil temps) and auto/manual reversing capabilities.	
DIAGNOSTICS	Diagnostics pressure test ports: forward and reverse traction, deck circuit 1 & 2, reverse 4WD, lift, steering, traction charge, and counter balance.	
GROUND SPEED	Transport: 0-13 mph (0-21 km/h) forward, 0-8.0 mph (0-12.8 km/h) reverse. Mow: 0-8.0 mph (0-12.8 km/h) forward, 0-6.5 mph (0-10.4 km/h) reverse. (Max speeds adjustable by both operator and supervisor.)	
TIRES	Front: 29 x 14-15, 6-ply ultra-tread. Rear: 20 x 10-10, 4-ply Multi-Trac tread.	
MAIN FRAME	All welded formed-steel frame with integral tie-down anchors.	
BRAKES	Dynamic through hydrostatic transmission, plus mechanically-actuated, internal wet disc brakes on input to each planetary drive. Individual foot-operated steering brake control of left and right front wheel. Lock pedals together and latch to engage parking brake.	
SEAT	Premium seat with adjustments for operator weight via air ride suspension, seat fore/aft position, seat back angle, arm rest height and retractable seat belt.	
STEERING	Power steering with dedicated power source, tilt steering.	
INSTRUMENTATION	InfoCenter™ System: Onboard LCD display shows gauges, alerts/faults, service reminders, electrical system diagnostics. Indicates fuel level, coolant temperature, intake temperature, low oil pressure, alternator, engine hours, engine rpm, hydraulic oil temperature, voltage and fuel usage.	
CONTROLS	Ignition switch, traction range selection switch, PTO switch, light switch, cruise control switch. Foot-operated traction pedal, individual foot-operated steering brake control of left and right wheels with parking brake lock. Lift Switches: One 2-position switch (GM 4500-D). Three 2-position switches (GM 4700-D).	
CRUISE CONTROL	Off/on/engage switch with on-screen adjustable speed control through the InfoCenter while engaged. Auto-disengage with PTO deactivation or braking.	
ELECTRICAL	12-volt, 650 cold cranking amps battery, 40 amp alternator. Overload protection with automotive type fuses.	
INTERLOCKS	Prevents engine from starting unless traction pedal is in neutral and deck is disengaged. If operator leaves seat with deck engaged, engine stops. Machine automatically switches to low range if decks are lowered. Engine stops if parking brake engaged and traction pedal not in neutral. Prevents switching mow to transport unless stopped to protect turf.	
OPERATOR AREA	Beverage holder, radio holder, 12-volt power point, storage box (tools, jackets, golf balls, etc.), seat belt.	
WORK LIGHT	Standard, LEDs, 650 lumens.	
ROPS	2-post foldable, standard.	
DIMENSIONS W/ CUTTING UNITS		GM 4500-D / GM 4700-D
Overall length w/decks down	145.8" (370 cm)	145.8" (370 cm)
Overall width, lowered/raised	112.8" (286 cm)/88.3" (224 cm)	153.8" (391 cm)/88.3" (224 cm)
Height w/2-post ROPS	88.8" (216 cm) upright, 65.2" (165 cm) folded	88.8" (216 cm) upright, 65.2" (165 cm) folded
Wheelbase	67.5" (172 cm)	67.5" (172 cm)
Track Width, front/rear	88.3" (224 cm)/55.5" (141 cm)	88.3" (224 cm)/55.5" (141 cm)
Ground clearance	6" (15.3 cm)	6" (15.3 cm)
WEIGHT	4,495 lbs. (2038 kg) - with full fluids.	5,045 lbs. (2288 kg) - with full fluids.
MOWING RATE**	8.8 acres/hr (3.6 hectares/hr)	12.1 acres/hr (4.9 hectares/hr)
SAFETY	Complies with American National Standards Institute (ANSI B71.4-2017) and applicable ISO EN 5395 (CE) standards (machine directive 89/392, 91/368, 93/44, 84/538, 89/336) requirements.	
WARRANTY	Two-year limited warranty. Refer to the Operator's Manual for further details.	
	CUTTING UNITS	
TYPE	Five Contour™ Plus 27" (68.6 cm), rear-discharge rotary cutting units with standard full-length striping rear rollers.	Seven Contour™ Plus 27" (68.6 cm), rear-discharge rotary cutting units with standard full-length striping rear rollers.
WIDTH OF CUT	109" (277 cm), overlap 6.5" (16.5 cm), overhang 10.4" (26.4 cm).	150" (381 cm), overlap 6.5" (16.5 cm), overhang 30.9" (78.4 cm).
MOWING CONFIGURATIONS	Five fixed decks, 109" (277 cm) cutting width.	Operate-on-the-fly mowing configurations of 5, 6, or 7 decks utilizing the independently-operable outboard cutting units, resulting in cutting widths of 109" (276.8 cm), 129.5" (328.9 cm), or 150" (381 cm).
HEIGHT OF CUT	0.75"-4" (1.9-10.2 cm) in 0.25" (.6 cm) increments. 3-position 0.030" (0.08 cm) incremental calibration	
CONSTRUCTION	10-gauge steel constructed chambers with 12-gauge welded reinforcements. Heavy-duty exoskeleton deck carrier frame, 1.5" (3.8 cm) square x .25" (.6 cm) wall tube with 7-gauge side supports protects deck shell from impact damage. Spindle support 3/16" (.48 cm) high-strength steel and 10-gauge exterior channels.	
SPINDLE ASSEMBLY	Ductile cast iron spindle housing. Dual greaseable tapered roller bearings. 1.25" (3.2 cm) diameter solid cold finished steel spindle shaft. Splined connection between spindle shaft and deck motor. Welded blade retainer plus anti-scalp cups.	
GROUND FOLLOWING	6" (15.3 cm) anti-scalp cups on each blade. On each deck: two 5" (12.7 cm) diameter front rollers, one 3" (7.6 cm) diameter rear roller.	
BLADES	27" (68.6 cm) long, 2.5" (6.4 cm) wide, 0.25" (.64 cm) thick. Standard combo blade, optional Atomic, high sail and angle sail blades.	
WING PROTECTION	Groundsmaster 4700-D has an impact absorption device on wing decks.	

*Specifications and design subject to change without notice.

**Assumes max mow speed and 100% efficiency. Actual mowing rates may vary depending on operator and conditions.

Rifle
COLORADO

To: Vendors and Prospective Bidders for City of Rifle Equipment

From: Austin Rickstrew, Assistant Parks and Recreation Director

Date: September 17, 2022

Re: Specifications for Wide Area Rough Mower

The City of Rifle is soliciting bids for one new wide area rough mower. The mower shall conform to the following:

1. No more than 150 inches long.
2. No more than 5000lb operating weight.
3. Rated for at least 55 horsepower.
4. Tier 4 diesel engine.
5. 4WD capabilities in forward and reverse.
6. Fuel capacity over 20 gallons.
7. At least 9ft in width cut.
8. Adjustable deck from 0.75" to 4".
9. Mechanical parking brake.
10. Shop technician and parts manual with wiring schematics
11. 2-year warranty.

Bids will be due at 2:00 pm September 30, 2022. Questions will be accepted until September 14, 2022. Please send all questions to Austin Rickstrew at arickstrew@rifleco.org.

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 ☐
	LL Johnson Distributing Company

2.	Vendor Address
	4700 Holly Street, Denver, Colorado 80216

3.	For the Purchase of (description)
	Purchase of Toro Groundmaster 4500

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	$97,111.19	$77,000	

5.	Dept. Name	General Ledger Acct #
	Parks and Recreation	210-4521-400-741

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

7.	Purchasing Process Required (Rifle Municipal Code sections for guidance)		
☐	Cooperative Purchasing:	Sec 4-3-90	
☐	Open Market:	Sec. 4-3-40(c)	
☐	Comparative Pricing:	Sec. 4-3-40(d)	
✓	Request for Proposal:	Sec. 4-3-40(e)	(attach bid tab)
☐	Competitive Sealed Bid:	Sec.4-3-40(f)	(attach bid tab & advertisement)
☐	Sole Source:	Sec. 4-3-40(a)	(attach memo)

8.	Authorization Required
☐	City Manager
✓	City Council

9.	Signatures		
	Position	Signature	Date
	Department Director	Austin Rickstrew	10/11/2022
	City Manager		
	City Council Approval (meeting date)		
10.	**Purchase Order # assigned by Finance**		

FOR FULL CITY OF RIFLE PURCHASING PROVISIONS CLICK HERE

TABLE 1 - IS A PURCHASE ORDER NECESSARY

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

TABLE 2 - METHODS OF SOURCE SELECTION

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

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

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

TABLE 3 - LOCAL VENDOR PREFERENCE

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

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: October 19, 2022

Agenda Item #7.e.

Agenda Item Name:
Consider Approval of Landscape Architectural Firm for Master Planning (Improvements) at Rose Hill Cemetery and Rifle Mountain Park

Presenter:
Austin Rickstrew, Assistant Parks & Recreation Director

Item Description:
Develop Master Plans (Improvement Plans) for the existing facilities of Rose Hill Cemetery and Rifle Mountain Park

Recommended Action:
Move to approve Design Concepts Community and Landscape Architects' proposal for the Development of Master Plans for Rose Hill Cemetery in the amount of $37,985.00 and Rifle Mountain Park in the amount of $35,930.00.

Fiscal Impact:
$35,930.00 will be expended from Parks Capital Professional Services and $37,985 will be expended from Grounds and Facilities Professional Services.
Actual costs are above what was initially projected for each area-- +$5,930.00 for Parks and +$5,055 for G & F. Each budget has sufficient funds available to cover these amounts without any additional action.

Operational Impact:
Staff time will be committed to facilitating the master planning process. These plans will provide ongoing guidance for enhancements to the respective areas.

Prior Board Motions:
None

Background Information:
Planning for Rose Hill Cemetery will include layout and landscaping of the columbarium area, a cremains scattering garden, future areas of development, a replacement entry sign, etc. Planning for Rifle Mountain Park will include theming for information kiosks, signage, campsite and picnic markers, parking delineations, plantings, and landscape screening for campgrounds, etc.

Executive Summary:
Requests for Proposals were solicited via BidNet. A mandatory site visit was required. Three firms submitted proposals but only one firm, Design Concepts, was represented at the mandatory site visit. A documented plan for enhancements will provide continuity and consistency for future improvements in each area. The master

plans will include phased planning to help with budgeting in future years.

The first to submit a proposal was Confluence and their fees came in at $115,840.00 with additional optional services of $18,627.00. This proposal included 931 staff hours to complete both master plans. Kaart Planning submitted a proposal for a total of $29,625 and 245 staff hours. Lastly, Design Concepts submitted their proposal and their fees came out to $73,915 and included 572 staff hours. The Rose Hill master plan will be paid out of the Grounds and Facilities department and the Rifle Mountain Park master plan will be paid out of Parks Capital.

Design Concepts and Confluence were the only firms that split up their fees between the two projects.

Design Concepts
Rifle Mountain Park Master Plan
$35,930.00
Rose Hill Cemetery Master Plan
$37,985.00

Confluence
Rifle Mountain Park Master Plan
$64,660.00
Rose Hill Cemetery Master Plan
$51,180.00

Karrt Planning
Rifle Mountain Park and Rose Hill Cemetery Master Plans
$29,625

Notification Requirements:
None

Prepared By:
Austin Rickstrew, Assistant Parks & Recreation Director

Attachments:
1. Master Planning for Rifle Mountain Park and Rose Hill Cemetery_Design Concepts
2. Rifle Mtn Park PO
3. Rose Hill Cemetery PO

DESIGN CONCEPTS
Community + Landscape Architects

Master Planning for

Rifle Mountain Park and Rose Hill Cemetery

Rifle, Colorado

September 20, 2022

September 20, 2022

Tom Whitmore
Parks and Recreation Director
Andrew Rickstrew
Assistant Parks and Recreation Director
3100 Doaks Lane
Rifle, CO 81650

Re: Master Planning for Rifle Mountain Park and Rose Hill Cemetery

Dear Mr. Whitmore, Mr. Rickstrew and Selection Committee Members:

We are pleased to submit our proposal for the **Master Planning for Rifle Mountain Park and Rose Hill Cemetery**. Design Concepts welcomes the opportunity to continue our relationship with the City of Rifle in preparing Master Plans that will provide impactful, quality design as well as additional opportunities throughout each site.

With over 40 years of experience, our team is highly experienced with focus group facilitation, master planning, design development, cost estimating and construction for a variety of sites that include memorial gardens and cemeteries, large-scale state parks, and campground signage and theming. In this initial phase, our goal is to deliver a master plan that collaboratively brings vision to life and strategically guides development through construction. We are known for helping build consensus, creative problem solving and innovative design ideas. Experience tells us that listening closely and responding to input throughout the planning process will be the real key to success.

For this project we have partnered with a local survey firm:

- **Bookcliff Survey Services** - to complete site surveying services for Rose Hill Cemetery to establish our base mapping for the master plan. The City will provide the site survey for Rifle Mountain Park.

Together, our combined local expertise, institutional knowledge, and seasoned approach will yield a collaborative effort necessary for a successful project.

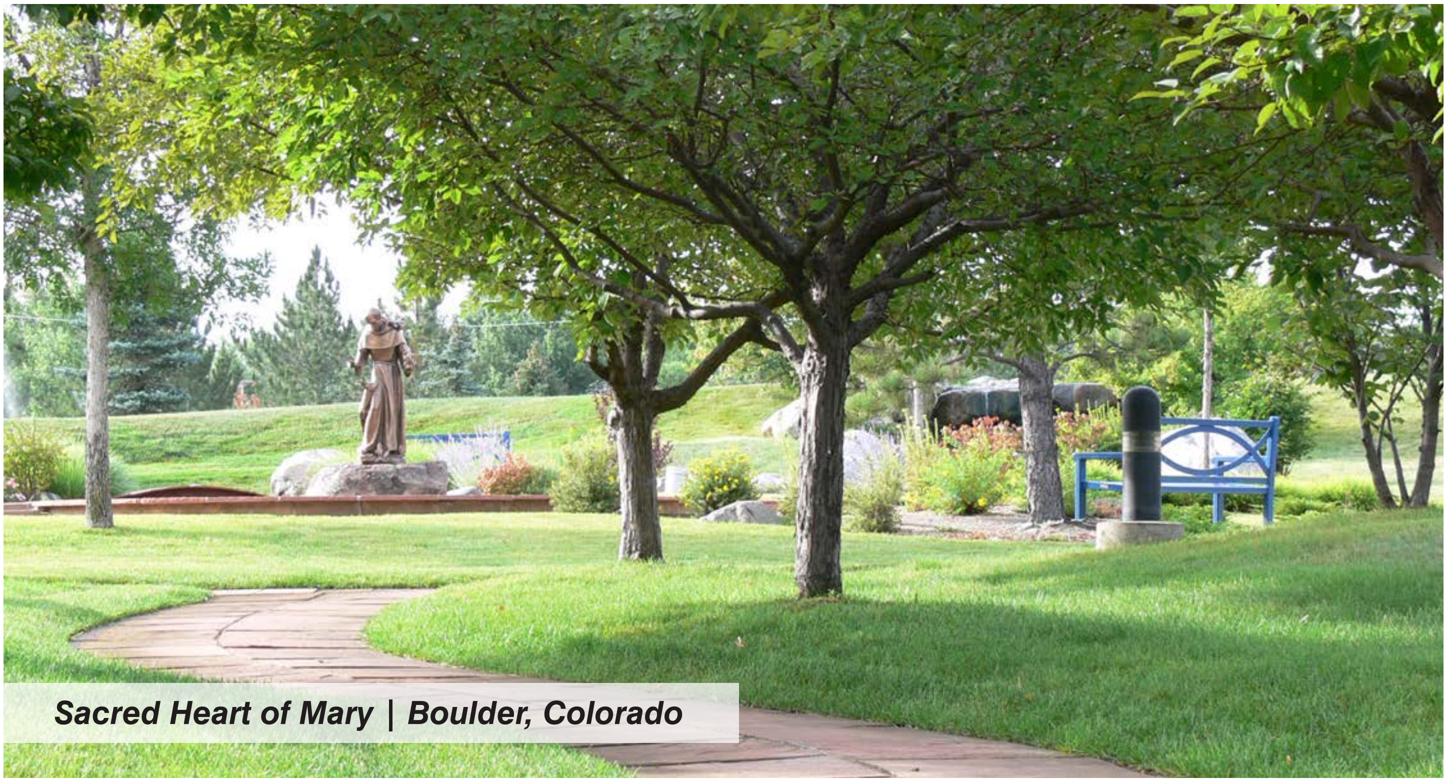
We look forward to teaming with you on these projects, bringing our innovative experience and exploring the improvements each site has to offer.

Please feel free to contact me at any time at 720.573.6502 or shanenw@dcla.net with any questions. Thank you for your consideration.

Very Truly Yours,

Shanen Weber, PLA
Principal-in-Charge

Table of Contents



Sacred Heart of Mary | Boulder, Colorado

Woman Owned, Principal Led

We are a woman-owned small business led by President Carol Henry and Principals Shanen Weber and Erik Spring. We balance technical expertise and creative beauty, giving our clients original designs and cutting-edge innovations.

Owner
Carol Henry

Principal
Shanen Weber

Principal
Erik Spring

Core Services

Park + Recreation Design

Recreation design has been the heart of our business since its founding in 1981. We create spaces that inspire, provide experiences that connect people with one another and nature, and tailor every project to its community.

Master Planning

Our master plans give our clients confidence to take the right steps in the right order to get the best outcome. Our innovative public outreach helps communities achieve consensus and equity to build bright and inclusive futures.

Community Identity

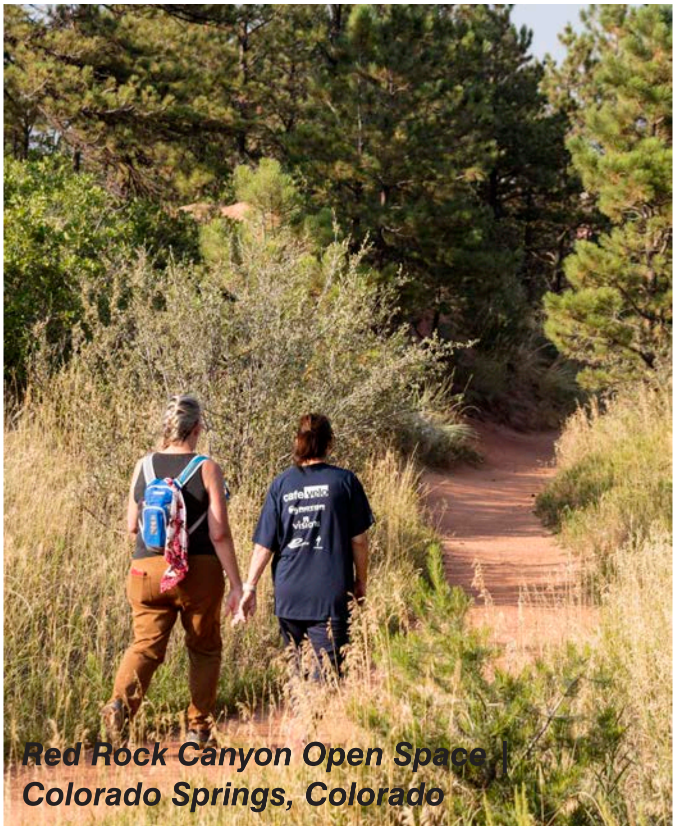
Cities and towns across Colorado set themselves apart with our branding, streetscape design, environmental graphics, wayfinding, and creative development plans.

Education Design

We are a trusted design team member for education projects. Architects and school districts rely on us to provide exciting schools, campuses, and athletic facilities for students from pre-kindergarten to university settings.

Our Team's Unmatched Experience

- Our multi-disciplinary team brings extensive planning and design experience.
- Our own cost estimating data base allows accurate cost assessing throughout the duration of each project.
- Our master plan process includes an innovative, inclusive, and open community outreach that builds consensus throughout.
- Our strong project management skills and client collaboration ensures well-communicated, successful projects.
- Our quality, detail, thoroughness, and coordination of our projects is well known throughout the industry.
- We use a variety of creative graphic techniques to make sharing our ideas easy to understand and visualize.
- We have 40 years' experience preparing written reports, summaries, cost studies, programming, and conceptual drawings for active and passive recreation areas for public agencies.



Red Rock Canyon Open Space | Colorado Springs, Colorado

Project Issues and **Keys to Success**

We love challenges. Throughout the design stages, we will take into consideration the surrounding environment, view corridors, adjacent uses, cost control and value engineering.

Rifle Mountain Park

Challenge: Informal and suitable event space at the Community House.

Key to Success: Design a safe, casual outdoor event venue that provides space for a large party tent, adequate parking, turnaround, emergency vehicles and ADA accessibility.

Challenge: Sign clutter and missing signage.

Key to Success: Design permanent, durable and cohesive family of signs that includes the park entrance, informational kiosks, parking, picnic areas and camping spots. Signs to follow a determined theme that is identifiable and integrated throughout the park.

Challenge: Disarrayed camp sites.

Key to Success: Reconfigure and organize camp sites to include a tent pad, fire pit and two parking spaces. Where possible, provide additional screening between camp sites for privacy and additional shade.

Rose Hill Cemetery

Challenge: Sloping topography surrounding preferred columbarium locations and pedestrian ADA accessibility.

Key to Success: Design meandering walks with appropriate slopes, turnaround space, handrails and reflective space that meet ADA requirements.

Challenge: Steep topography surrounding the selected scattering garden location with vehicular and pedestrian ADA accessibility.

Key to Success: Design safe vehicular access to the bottom of the slope to allow ADA access to the lower scattering garden when necessary.

Challenge: No cemetery entrance identification and lack of attractive landscaping in prime locations.

Key to Success: Design a prominent and welcoming gateway into Rose Hill Cemetery that compliments the existing allee of mature Maple trees and invites you into the cemetery. Enhance key memorial locations with colorful, low maintenance and durable landscape.

At the start of these projects, we will have heightened senses focused on identifying and documenting the challenges, constraints and obstacles. A collaborative focus group engagement process will be key to achieving a sense of ownership and determining priorities. We can then strategize how to solve and manage each of them.

Project Approach

With over 40 years of experience, our team is highly knowledgeable in working in communities of the Western Slope of Colorado such as nearby Meeker, Loma, Steamboat Springs, Hayden and Montrose. Having worked with a multitude of stakeholders in Colorado our team has the experience to conduct focus group sessions that allow us to listen, assess and come back with a master plan that meets both the clients' and stakeholder's needs.

We will provide all the components to ensure overwhelming success, pride in the final deliverable and a process that is enjoyable, collaborative, and fun – plus we will provide designs that allow for enhanced and embellished recreational opportunities in Rifle Mountain Park while preserving and protecting the surrounding natural environment as well as welcoming and enhanced key memorial design for the Rose Hill Cemetery. We are committed to assisting the City of Rifle and will create the most useful thorough documents as possible. Documents that can be implemented now and referenced for years to come.

Being a Colorado native and raised in a small rural community, Principal-in-Charge Shanen Weber will be involved in the project from beginning to end. She will oversee the quality of our product, team management and the customer service you receive.

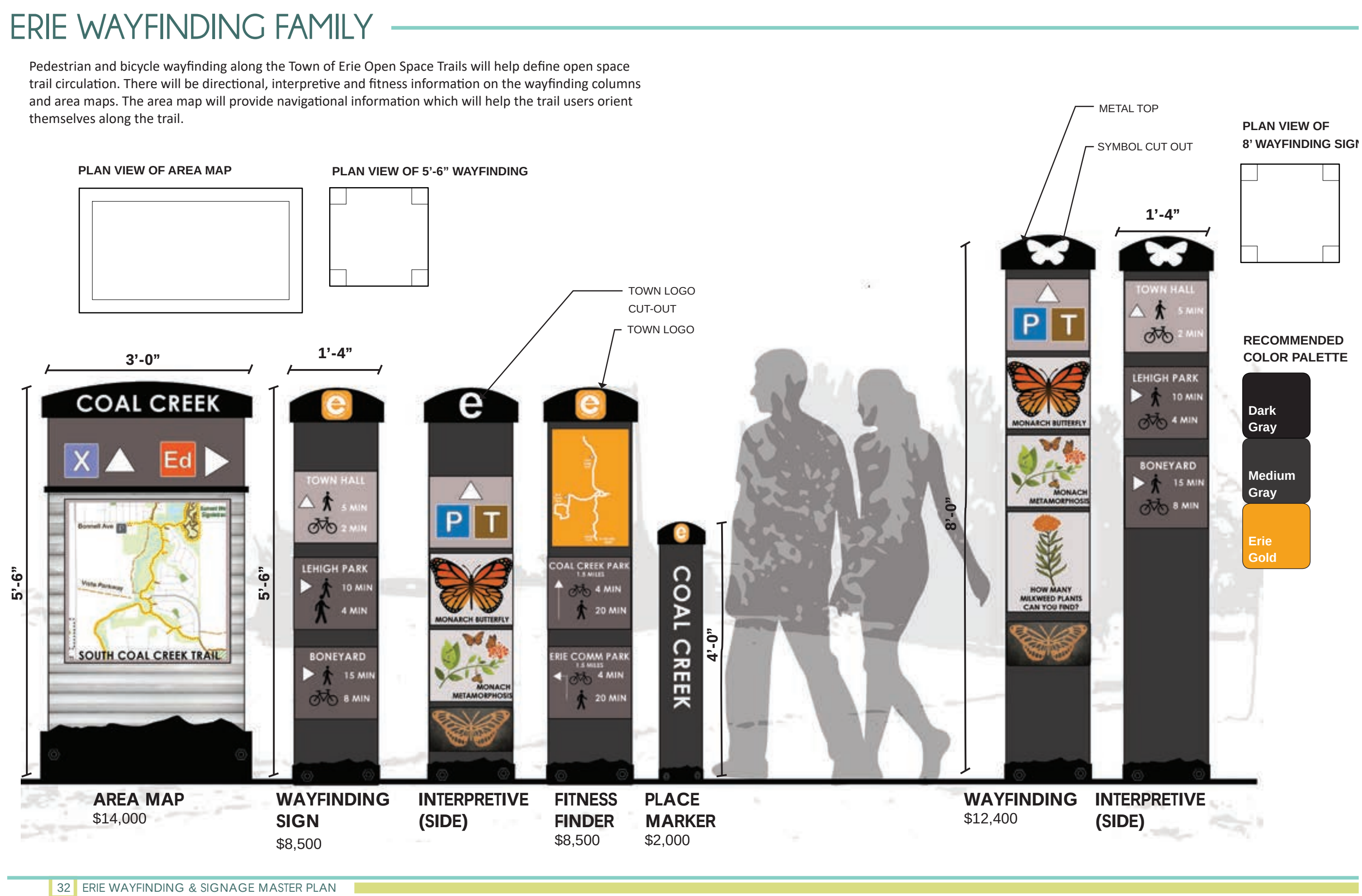
We are offering the following approach to prepare the master plans for Rifle Mountain Park and Rose Hill Cemetery. If awarded the contract, we will tailor this approach to fit your specific needs.

01 Task 1: Project Kick-off

Kick-off meeting

Staff involvement is key to the success of the master plan process. Your staff are on the front lines of the Rifle community and hear the needs and wants of your residents. They also understand the constraints and limitations and what is most realistically possible. At the kick-off meeting we will begin by

Highline Lake State Park Expansion Master Plan | Loma, Colorado



Erie Wayfinding Design | Erie, Colorado

discussing the project with your team. We will work to understand the City's goals and objectives, key issues, budget, scheduling, potential phasing, review procedures, agencies and stakeholders who must be included in the public outreach effort. It will be at this time we will meet with PRAB, maintenance and operations staff to determine recreational and functional requirements and acquire helpful background information. We will prepare an **elaborate Project Schedule** listing milestones and related tasks to assist in staying on track throughout the duration of the project.

02 Task 2: Data Collection and Document Review

Deliverable: In this initial phase, our team will gather input and conduct a site inventory and analysis.

To prepare for our site analysis and design process we will review all existing information that has been collected to date, convert available existing information and confirm if additional information is needed. A complete site topographic survey will be performed for Rose Hill Cemetery. The City of Rifle will provide the site survey for Rifle Mountain Park. We will delve into relevant details in any other documents that will give us a complete understanding of the sites, signage, connecting trails and access, and environmental systems. Our design will integrate related work to avoid conflicts and provide seamless continuity.

Site Visit + Evaluation

Our team will visit the sites to perform a technical evaluation in the form of site inventory and analysis. This visit will generate new data and ideas about opportunities and constraints. Our evaluation will address site topography, surrounding views, site features, drainage, existing signage, vegetation, weather patterns, community uses, surrounding vehicular and pedestrian circulation, utilities, and other site conditions. To provide a better overall understanding of each site and its context our team will document the sites with photographs.

03 Task 3: Site Master Plan Document

Deliverable: Using information gained from the Project Start-up and stakeholder input we will develop design options to support the project vision. Site plans will incorporate the project goals and site program elements in a graphic format to help convey the ideas.

Preliminary Site Master Plan

- Prepare a preliminary master plan based on comments generated from our staff and focus group meetings. The preliminary master plan will address proposed uses, proposed vehicular circulation and pedestrian trail connections, parking, proposed site elements and facilities, signage, and overall character of each sites landscape.
- Prepare a preliminary cost estimate.
- Hold a virtual review meeting with staff to discuss the preliminary master plan, cost implications, and phasing, if necessary.

Final Site Master Plan

- Prepare a final site master plan with associated graphics and imagery.
- Prepare an itemized Engineer's Estimate of Probable Construction Costs for the final master plan and estimated timeline for project built out.
- Hold a virtual review meeting with staff to discuss the final site master plan, determine priorities and explore potential phasing plans.
- Conduct the **second focus group meeting** and present the final site master plan for comment and feedback.

04 Task 4: Site Master Plan

Deliverable: We will prepare a formal bound Master Plan Document for each site for reference in future planning and construction. The document will summarize the planning process to include site analysis, final site master plan design intent, vision, future budget and maintenance staff analysis.

- Complete the final master site plan based on City staff input.
- Prepare an implementation plan including a final phasing plan with cost estimates for each phase.
- Prepare a Draft Master Plan document for City staff review and input.
- Hold a virtual review meeting with City staff to discuss the master plan document.
- Prepare a Final Master Plan document incorporating any necessary revisions.
- Present the Final Master Plan document to City staff, the Rifle Parks and Recreation Advisory Board and City of Rifle City Council for final approval and adoption.

Final Deliverables:

We will provide one compiled bound color copy of the final Master Plan document, including:

- PDF and CAD files of the site survey
- All maps, plans, and data for use during the project
- Site photos, site inventory, and site analysis
- All written and graphic materials used to conduct focus group workshops and presentations
- All presentation materials, PowerPoints, and exhibits
- Cost estimates and phasing plans
- City and public meeting notes, online citizen survey results, comments, and attendance lists
- Electronic PDF files as requested

Project Team Meetings

Project team meetings with City staff will occur weekly throughout the duration of the project.

CPW Redevelopment Plans

Various Locations, Colorado

Project Overview

Our team created a new redevelopment planning process specifically for CPW. The 12-month planning process examines a fully-developed, established park, identifies capital improvements, and organizes improvements into comprehensive 20-year implementation plans.

The redevelopment plan provides a detailed road map to reach CPW's long-term goals. The parks' capital needs are assessed and organized in a 20-year project list. Each project is given a discrete scope of work, conceptual design, and budget. Projects are then organized into a strategic phasing plan, providing a step-by-step guide for incremental progress. The impact of these redevelopment plans has been significant. CPW is positioned for significantly greater progress toward their long-term goals with Boyd Lake State Park, Eleven Mile State Park, Highline State Park, and Stagecoach State Park than state parks without completed redevelopment plans.

Client Reference

Mike Havens, Project Manager, CPW
970-434-3388
mike.havens@state.co.us

BACKCOUNTRY TRAIL AND CAMPSITE PLAN

0 100' 200'

EXISTING CONDITIONS

EXISTING CONDITIONS

EXISTING CONDITIONS

11 MILE RESERVOIR REDEVELOPMENT PLAN / Backcountry Area

ADDRESS STORM DRAINAGE ISSUES AT WALK-IN CAMPSITES

Boyd Lake State Park Campground Redevelopment and Construction

Loveland, Colorado

Project Overview

Based on our 2015 Boyd Lake State Park Redevelopment Plan, updating and improving the existing campgrounds, facilities and infrastructure was determined a high priority. This well-loved park is heavily used and in deteriorating condition. The redesigned campground is to be functional and durable yet, attractive and welcoming to visitors. To generate additional revenue, an expansion of the campground with full RV hook-up sites and adequate maneuvering access allows for a convenient and pleasant camping experience.

The redevelopment of the campground includes a refined design, construction documentation preparation, bid support and construction observation (administration)for the project.

Client Reference

Dmitry Tepo, Northeast Region PM, CPW
720.765.2568
dmitry.tepo@state.co.us

Beaver Ranch Park Master Plan

Conifer, Colorado

Project Overview

Beaver Ranch Park is a 450-acre public open space. Once threatened with development, the local community rallied to keep the park in 2001. Jefferson County Open Space (JCOS) purchased the site and founded Beaver Ranch Community, Inc. (BRCI) to operate and manage the park.

Our master plan created a long-term vision for Beaver Ranch Park, strategically guiding its development toward a natural environment with appeal for a wide range of visitors. The guiding principles of the master plan were:

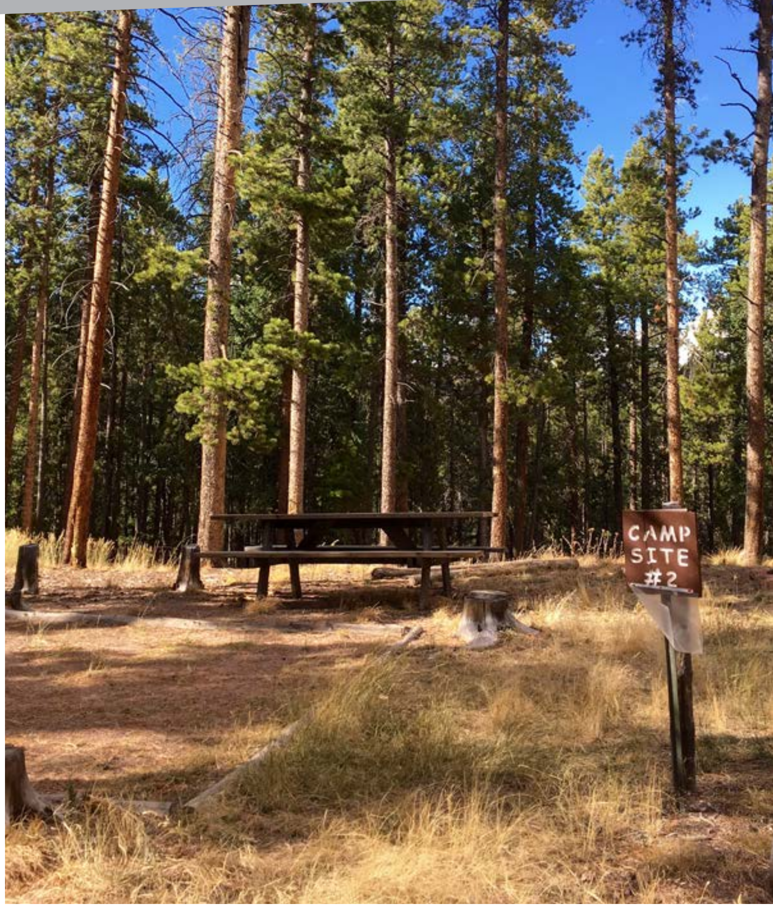
- Provide high quality, sustainable recreation and open space.
- Preserve and protect the park's ecology.
- Manage vehicular access.
- Reduce visitor conflicts caused by incompatible activities too close to one another.
- Clarify management responsibilities for JCOS and BRCI.

The park now includes amenities for a wide range of users, such as multi-use trails, facility rentals, disc golf, ziplining, camping, and a dog park. Our master plan added to the active recreation of the area while preserving the natural beauty and historical character of the site.

Client Reference

Tom Hoby, Director
Jefferson County Open Space
303-271-6511
thoby@co.jefferson.co.us

Regina Elsner, Open Space Planner
303-271-5994
relsner@co.jeffson.co.usBeaver



Design Concepts Church Experience

- **Advent Lutheran Church,** Westminster, CO
- **Ascent Community Church,** Lousiville, CO
- **Bethany Lutheran Church,** Cherry Hills Village, CO
- **Cherry Creek Community Church,** Cherry Creek, CO
- **Cherry Hills Church,** Highlands Ranch, CO
- **Emmanuel Baptist Church,** Colorado Springs
- **First Congregational Church,** Boulder, CO
- **First Assembly of God,** Greeley, CO
- **First Church of Christ,** Fort Collins, CO
- **Flatirons Community Church,** Lafayette, CO
- **Immaculate Heart of Mary,** Northglenn, CO
- **Mountain View Methodist Church,** Boulder, CO
- **Presbyterian Church,** Jackson Hole, WY
- **Rising Star Baptist Church,** Aurora, CO
- **Riverside Cemetery and Memory Gardens,** Fort Morgan, CO
- **Rocky Mountain Christian Church,** Niwot, CO
- **Sacred Heart of Mary Meditation Garden,** Boulder, CO
- **St. Andrews United Methodist Church,** Highlands Ranch, CO
- **St. Thomas Aquinas Catholic Church,** Boulder, CO
- **St. Michael the Archangel,** Aurora, CO
- **True Light Baptist Church,** Denver, CO

Sacred Heart of Mary Meditation Garden

Boulder, Colorado

Project Overview

As the old convent began to reform itself as a Church and Catholic Community Center, the old elm trees that sheltered the lanes needed to be replaced with a more long-lived canopy. The new sanctuary became part of the historic campus through plazas and gardens which integrated the newer buildings with the beautiful old church. Expanded parking curved through perennial gardens and rose-covered trellises, and playgrounds and playfields became part of the open green of the site. Restored native pasture and wetlands retain the agrarian foreground to the churches. The spiritual center of the campus is a meditation garden with sculpture, a reflecting pool, sandstone walks, flower gardens and a cascading waterfall and brook. The garden is enclosed within the hollow of a hill and totally surrounded by pines and spruces. The meditative feeling is enhanced through enclosure with a focus on the flowers, water and sky.

Client Reference

Jim Morgan
Lee Architects
303-989-4500

Our Team Experience

We have assembled a reliable team ideally suited for the Master Planning for Rifle Mountain Park and Rose Hill Cemetery. With Design Concepts as the lead, local consultant, Bookcliff Survey will complete a site survey for Rose Hill Cemetery. Please see below for a description of our team's specialized qualfications to address your needs and concerns.

Your Project Team: Design Concepts

Principle-in-Charge
Shanen Weber, PLA

Shanen uses a holistic approach to planning and design and is mindful of every detail of the landscape in which she works. She is known for developing successful working relationships with clients and collaborates with them to establish a vision for each project.

Project Manager
Aynslee Havenridge

Aynslee's designs break through traditional landscape architecture by applying research, analysis, and an understanding of the changing environmental contexts. She enjoys working with the public to identify goals and enhance communities.

Project Designer
Walter Nieuwlandt

Growing up in Colorado, Walter has always been surrounded by inspiring and meaningful landscapes. He finds inspiration in the value that people put into landscapes big or small, and how they become a part of their life and identity.

Subconsultants

Bookcliff Survey Services, Inc.

Land Survey

Bookcliff Survey Services, Inc. is a multi-disciplined land surveying company located in Rifle, Colorado. Founded in 1998, we are the largest land surveying company in the Rifle area. We have gathered the experienced personnel and state of the art equipment that are necessary to provide the professional products and services our clients request in a timely manner to meet their deadlines.

Dos Chapell Trail Sign | Evergreen, Colorado

Shanen Weber, PLA

Principal-in-Charge

Certifications

Colorado Registered Landscape Architect
License #503, 2008

Education

B.S., Landscape Architecture
Colorado State University
Fort Collins, Colorado

Industry Experience

32 years

Centennial Park

Project Role and Responsibility

Shanen will be your Principal-in-Charge. She will be involved from the beginning to the end of the process and will oversee the quality of our product, team management and the customer service you receive. Your team will be able to count on working with her directly at any time.

Relevant Project Experience

Master Planning

Firestone Parks, Open Space, Trails
Firestone, Colorado

Boyd Lake State Park
Loveland, Colorado

Eleven Mile State Park
Lake George, Colorado

Fox Ranch
Walden, Colorado

Highline Lake State Park
Loma, Colorado

Johnson + Wales University
Campus master plans

Old Town Winter Park
Winter Park, Colorado

Parks, Trails + Open Space Master Plan
Meeker, Colorado

Park + Recreation Strategic Plan
Strasburg, Colorado

Quincy Historical Farm
Cherry Hills Village, Colorado

Schofield Historical Farm + Open Space
Erie, Colorado

Stagecoach State Park
Steamboat Springs, Colorado

Stanley Park
Estes Park, Colorado

Town Center Park
Superior, Colorado

Trails Wayfinding Plan
Erie, Colorado

Park + Recreation Design

Athletic Complex
Fairplay, Colorado

Centennial Park
Rifle, Colorado

Deerfield Regional Park
Rifle, Colorado

Erie Community Park
Erie, Colorado

Founders Park
Superior, Colorado

Louisville Parklets
Louisville, Colorado

Paintbrush Park
Meeker, Colorado

Raffety Park
Granby, Colorado

Scott Carpenter Pool/Park
Boulder, Colorado

Snow Mountain Ranch Family Adventure Park
YMCA of the Rockies,
Granby, Colorado

Star Meadows Park
Erie, Colorado

Town Park
Meeker, Colorado

Two Hunters Park
Firestone, Colorado

Ute Park
Meeker, Colorado

Wildflower Park
Superior, Colorado

Aynslee Havenridge

Project Manager

Certifications

Colorado Flora Certificate
Colorado State University

Education

Masters of Landscape Architecture
University of Colorado-Denver
Denver, Colorado

B.F.A., Photography
University of Iowa
Iowa City, Iowa

Industry Experience

8 years

Project Role and Responsibility

Aynslee will be the Project Manager for these projects. She will be your day-to-day contact, manage project workflow, and lead our team to provide deliverables on time.

Relevant Design Experience

Master Planning

Beaver Ranch Master Plan
Conifer, Colorado

Lyons Town Hall Plaza
Lyons, Colorado

Schofield Farm and Open Space
Erie, Colorado

Stanley Park Event Complex
Estes Park, Colorado

Historical Quincy Farm
Cherry Hills Village, Colorado

Park + Recreation Design

Bear Valley Pickleball + Tennis Courts
Denver, Colorado

Erie Community Park
Erie, Colorado

Holly Park
Montrose, Colorado

Lasley Park
Lakewood, Colorado

Star Meadows Park
Erie, Colorado

Sky Park
Thornton, Colorado

Van Bibber West Trailhead
Arvada, Colorado

Weir Gulch
Lakewood, Colorado

Wildcat Trail
Milliken, Colorado

Walter Nieuwlandt

Designer

Education

B.S., Landscape Architecture
Colorado State University
Fort Collins, Colorado

Industry Experience

3 years

Project Role and Availability

Walter will provide integral design and production support throughout the project. He will also help ensure production of documents are complete and aligned with project budgets.

Relevant Design Experience

Parks + Recreation Design

Boyd Lake State Park Campground Redevelopment and Construction
Loveland, Colorado

Berkeley Commons
Berkeley, California

Butterfield Park
Castle Rock, Colorado

CPW Gunnison Center
Gunnison, Colorado

Highline Lake State Park Expansion
Loma, Colorado

Genesis Marina and San Francisco Bay Trail Design
Berkeley, California

Education Design

Cherry Creek Day Treatment Facility
Denver, Colorado

Montbello High School
Denver, Colorado

Digital Graphic for Sky Park

Michael Langhorne, P.L.S.

EXPERIENCE

May 2000 to present – Bookcliff Survey Services, Inc., Rifle Colorado - Owner/President of Bookcliff Survey Services, Inc., Professional Land Surveyor. Manage personnel and survey projects.

1999 to April 2000 – Meyer Land Systems, Inc., Rifle Colorado - Survey Manager responsible for the supervision of surveying staff including office staff and field personnel. Company manager for all GPS related projects.

1998 to 1999 – KRW Consulting, Inc., Lakewood Colorado - Project Manager for small Environmental Engineering firm. Managed all aspects of surveying including calculations, construction staking and mapping for roads, leachate drainage, refuse modules and water retention ponds and located, mapped and monitored groundwater well systems for county landfills throughout the State of Colorado.

1995 to 1998 – Logikos Science, Inc., Pleasanton California - Project Manager responsible for all aspects of surveying and construction staking of microwave and digital telephone towers throughout the Western U.S. Clients included Pacific Bell, Sprint, U.S. West and GTE. Projects required extensive interaction with project engineers, planners and architects.

1990 to 1995 – Johnson Kunkel & Associates, Eagle Colorado - Crew Chief responsible for various surveying projects including; construction staking of roads and utilities and Topographic and Boundary Surveys.

COUNTINUING EDUCATION

Certified Trimble GPS Training
Professional Land Surveyors of Colorado Seminars
- Analysis of Boundary Evidence
- Finding the Law
- Interpreting Land Records
- Land and Easements Descriptions
- Colorado Railroad Surveying Fundamentals

COMMUNITY INVOLVEMENT

Rifle Economic Development Corporation – 2007- Current President
Downtown Development Authority – 2008-2016 Board Member
Visitor Improvement Fund – 2009-2020 Board Member
Rifle Area Chamber of Commerce – 2005-2007 President

Terms and Conditions – Design Concepts as Primary Contractor

Design Concepts will provide Services to Client under the following terms and conditions ("Terms and Conditions"), which are part of a binding agreement between the parties upon the signing of the Proposal:

1. Scope. The Design Concepts Proposal to Client provides for a certain scope of work. If changes are required to the Services, Design Concepts and Client agree to work together to negotiate an appropriate revision to the Proposal and to record the same in substantially the form attached hereto ("Change Order"). All revisions must be in writing and signed by a representative of each party to be effective.

2. Performance. Any target dates or timelines for performance set forth in the Proposal or any Change Order can only be achieved if Design Concepts is provided information in a timely manner by Client and also only so long as Design Concepts is allowed access to the site. Delays in receiving such information and access will result in necessary revision of the above target dates. Revisions made by Design Concepts for these reasons will not require Change Order but will require notice to Client in writing. Revision of the target dates as described in this paragraph will not be a basis for terminating the the parties' agreement for Cause, as that term is defined below.

3. Independent Contractor. Design Concepts is an independent contractor controlling the manner and means to complete the Services. All Services performed by Design Concepts will be performed using equipment, tools and other materials either owned by Design Concepts or specially acquired for provision of the Services. Expenses incurred by Design Concepts specifically for the performance of Services to Client will be billed back to Client as set forth in any Proposal or Change Order. Design Concepts is entirely responsible for payment of all state, federal and local taxes due for any fees paid to Design Concepts by Client. In addition, Design Concepts provides its own worker's compensation insurance for Design Concepts staff members.

4. Fees/Costs/Payment. Client shall pay Design Concepts for the Services and associated costs as set forth in the Proposal or any Change Order. Client agrees to pay the same as set forth therein.

5. Non-exclusivity. Design Concepts does not provide the Services to Client on an exclusive basis. In providing the Services, Design Concepts will rely on forms, format, processes and approaches used routinely by Design Concepts in relation to its clients, all of which are provided on a non-exclusive basis. There is no "work made for hire" under the agreement between Design Concepts and Client but, rather, provision of professional services and standard documentation and design work associated therewith.

6. Confidential Information. To the extent that the Services provided by Design Concepts require that Client provide Design Concepts with Confidential Information, Design Concepts will maintain the same in confidence. Client understands that Confidential Information only applies to truly proprietary information that Client treats as trade secret by clearly marking the same and limiting access to parties other than those for whom access is necessary. Confidential Information does not include the following: a) any and all information used by Design Concepts in performance of any Project that is the property of a third party and that has been licensed to Design Concepts or for which Design Concepts has otherwise received authority

for use; b) any and all programs, processes, forms, formats, formulas, spreadsheets and/or other tools created by Design Concepts prior to or during performance of any Services for Client that are not specific to Client but, rather, that are tools of Design Concepts' work in the field providing professional landscape design services; and c) any and all information provided to Client by Design Concepts which is either directly taken from or is derived from the public domain.

7. Indemnification. The Subconsultant shall indemnify and hold harmless Design Concepts and Client, and each of their officers, directors and employees, from and against damages, liabilities, losses, costs, judgments, and expenses, including all legal costs and reasonable attorneys' fees, on account of injury, disease or death to any person, including Subconsultant's employees, Subconsultant's suppliers consultants, or damage to property, or any type of injury, damage or loss to the extent caused by Subconsultant's negligent performance of services. For the purpose of this section, performance of subconsultants includes the subconsultants of the subconsultants. This indemnity provision agreement shall survive the termination of this agreement. Design Concept's rights of indemnity, as expressly set forth in this Agreement, shall not depend upon the actual payment of any claim, damage, penalty, loss, cost, expense, injury or liability sustained by the Contractor and/or its contractors, subcontractors, agents and/or employees.

8. Insurance. Design Concepts carries errors and omissions professional liability insurance in the amount of $2,000,000 per occurrence and $2,000,000 million annual aggregate. Design Concepts also carries worker's compensation in the amount of $100,000 per occurrence with a $500,000 total policy limit. Proof of insurance will be provided upon request.

9. Term and Termination. The term of the agreement between the parties will begin on the Effective Date and will continue until it automatically terminates upon the completion of and full payment for the Services, unless otherwise set forth in the Proposal or any Change Order. Prior to the end of the term, either Client or Design Concepts may terminate their agreement for Cause upon 15 days prior written notice to the non-terminating party stating the reason for termination and allowing the non-terminating party 15 days to cure the stated default. Cause is hereby defined as failure to make timely payment of any amounts owed under the Proposal or any Change Order or failure to provide the Services as represented in the in either of the same. Upon termination for Cause, Design Concepts will be entitled to receive payment for all Services completed by the date of termination and will provide the deliverables associated with those Services, if any, to Client upon receipt of payment.

10. Governing Law. The Proposal, these Terms and Conditions, and any Change Order are created under the laws of the State of Colorado, without regard to any conflict of law provisions that would cause the laws of another jurisdiction to apply. Any action or proceeding arising from or relating to these documents and the subject matter they describe will be brought in the District Court for the 20th Judicial District in Boulder, Colorado. If there is any enforcement action, the prevailing party in the same shall be entitled to receive its costs, expenses and reasonable attorneys' fees, in addition to any other relief it may receive.

11. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Entire Agreement/Severability. These Terms and Conditions together with the Proposal and any signed Change Order constitute the entire agreement of the Parties. No other agreements, whether verbal or written, outside of the same shall govern unless such agreements are in the form of a written amendment and signed by both parties. If any provision is determined to be illegal or unenforceable, that provision will be eliminated from with revision to the parties' agreement to the minimum extent necessary, and the balance of the terms will remain in full force and effect. In addition, to the extent that the Proposal contradicts any of provision the Terms and Conditions, the Proposal language will control.

13. Collections. In the unlikely event that Client fails to pay or fails to timely pay Design Concepts for Services as required by the Proposal or a Change Order, Design Concepts shall be entitled to receive from Client not only the amount owed but any amounts expended by Design Concepts on collections of said amounts including, but not limited to, attorney fees.

14. Compliance. Design Concepts will, at all times, maintain in force and effect all necessary licenses to perform the Services described herein. Design Concepts will render said Services in compliance with all applicable laws, regulations, codes or other legal requirements in effect at the time of performance.

15. Force Majeure. Neither Party will be liable for any failure or delay in performing any obligation if performance is due to any of the following causes: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include merely (a) financial distress or the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

16. Notice. Any written notice required by the parties' agreement may be given and will be effective as follows:

a. If notice is given by e-mail, it will only be effective when a responsive e-mail is returned by the recipient acknowledging the e-mail notice.

b. If notice is sent via nationally recognized overnight courier, notice will be effective upon receipt by the recipient as evidenced by the courier's delivery records.

c. If notice is hand delivered, notice will be effective upon delivery.

17. Survival. The provisions in paragraphs 5, 6, 9 and 10 shall survive termination.

Fee Proposal
Rifle Mountain Park

It is our understanding the Master Planning for both projects will occur concurrently. The below fees are based on an estimate to combine site visits and City/PRAB/stakeholder meetings and presentations. Design fees are based upon the scope of work described in the proposal. If the scope of work changes significantly or the projects are not developed simultaneously, fees may be adjusted accordingly.

Schedule of Charges

Billable Hourly Rates and Estimated Total Cost: RIFLE MOUNTAIN PARK

Category	Billable Hourly Rate		Estimated Total Hours		Estimated Total Cost
Task #1 - Project Start-Up					
Principal - Design Concepts	$185.00	X	4	=	$740.00
Project Manager - Design Concepts	$115.00	X	6	=	$690.00
Project Designer - Design Concepts	$105.00	X	3	=	$315.00
Task #2 - Data Collection and Document Review					
Principal - Design Concepts	$185.00	X	6	=	$1,110.00
Project Manager - Design Concepts	$115.00	X	7	=	$805.00
Project Designer - Design Concepts	$105.00	X	7	=	$735.00
Task #3 - Site Master Plan					
Principal - Design Concepts	$185.00	X	32	=	$5,920.00
Project Manager - Design Concepts	$115.00	X	56	=	$6,440.00
Project Designer - Design Concepts	$105.00	X	102	=	$10,710.00
Task #4 - Master Plan Document					
Principal - Design Concepts	$185.00	X	16	=	$2,960.00
Project Manager - Design Concepts	$115.00	X	17	=	$1,955.00
Project Designer - Design Concepts	$105.00	X	13	=	$1,365.00
Reimbursable Expenses - printing, mileage & lodging				=	$2,500.00
TOTAL Not To Exceed Value (NTE)				**=**	**$35,930.00**

Schedule of Charges

Billable Hourly Rates and Estimated Total Cost: ROSE HILL CEMETERY

Category	Billable Hourly Rate		Estimated Total Hours		Estimated Total Cost
Task #1 - Project Start-Up					
Principal - Design Concepts	$185.00	X	4	=	$740.00
Project Manager - Design Concepts	$115.00	X	6	=	$690.00
Project Designer - Design Concepts	$105.00	X	3	=	$315.00
Task #2 - Data Collection and Document Review					
Principal - Design Concepts	$185.00	X	6	=	$1,110.00
Project Manager - Design Concepts	$115.00	X	9	=	$1,035.00
Project Designer - Design Concepts	$105.00	X	6	=	$630.00
Project Surveyor - Bookcliff Survey	$105.00	X	9	=	$945.00
Survey Technician - Bookcliff Survey	$95.00	X	9	=	$855.00
Survey Manager - Bookcliff Survey	$120.00	X	2	=	$240.00
Task #3 - Site Master Plan					
Principal - Design Concepts	$185.00	X	40	=	$7,400.00
Project Manager - Design Concepts	$115.00	X	66	=	$7,590.00
Project Designer - Design Concepts	$105.00	X	88	=	$9,240.00
Task #4 - Master Plan Document					
Principal - Design Concepts	$185.00	X	16	=	$2,960.00
Project Manager - Design Concepts	$115.00	X	19	=	$2,185.00
Project Designer - Design Concepts	$105.00	X	13	=	$1,365.00
Reimbursable Expenses - printing & mileage				=	$1,000.00
TOTAL Not To Exceed Value (NTE)				**=**	**$37,985.00**

DESIGN CONCEPTS
Community + Landscape Architects

CITY OF RIFLE
PURCHASE REQUEST

1.	Vendor Name NEW: W-9 attached ☐
	Design Concepts

2.	Vendor Address
	211 N Public Rd., Suite 200, Lafayette, Colorado 80026

3.	For the Purchase of (description)
	Master Planning Documents for Rifle Mountain Park

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	$35,930	$30,000	

5.	Dept. Name	General Ledger Acct #
	Parks Capital & Non Dept	210-4523-400-320

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

7.		Purchasing Process Required (Rifle Municipal Code sections for guidance)		
	☐	Cooperative Purchasing:	Sec 4-3-90	
	☐	Open Market:	Sec. 4-3-40(c)	
	☐	Comparative Pricing:	Sec. 4-3-40(d)	
	✓	Request for Proposal:	Sec. 4-3-40(e)	(attach bid tab)
	☐	Competitive Sealed Bid:	Sec.4-3-40(f)	(attach bid tab & advertisement)
	☐	Sole Source:	Sec. 4-3-40(a)	(attach memo)

8.		Authorization Required
	☐	City Manager
	✓	City Council

9.	Signatures		
	Position	Signature	Date
	Department Director	Austin Rickstrew	10/11/2022
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		

FOR FULL CITY OF RIFLE PURCHASING PROVISIONS CLICK HERE

TABLE 1 - IS A PURCHASE ORDER NECESSARY

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

TABLE 2 - METHODS OF SOURCE SELECTION

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

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

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

TABLE 3 - LOCAL VENDOR PREFERENCE

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

CITY OF RIFLE
PURCHASE REQUEST

1.	Vendor Name	NEW: W-9 attached ☐
	Design Concepts	

2.	Vendor Address
	211 N Public Rd, Suite 200, Lafayette, Colorado 80026

3.	For the Purchase of (description)
	Master Planning Documents for Rose Hill Cemetery

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	$37,985	$33,000	

5.	Dept. Name	General Ledger Acct #
	Grounds and Facilities	100-4195-400-320

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

7.		Purchasing Process Required (Rifle Municipal Code sections for guidance)		
	☐	Cooperative Purchasing:	Sec 4-3-90	
	☐	Open Market:	Sec. 4-3-40(c)	
	☐	Comparative Pricing:	Sec. 4-3-40(d)	
	✓	Request for Proposal:	Sec. 4-3-40(e)	(attach bid tab)
	☐	Competitive Sealed Bid:	Sec.4-3-40(f)	(attach bid tab & advertisement)
	☐	Sole Source:	Sec. 4-3-40(a)	(attach memo)

8.		Authorization Required
	☐	City Manager
	✓	City Council

9.	Signatures		
	Position	**Signature**	**Date**
	Department Director	Austin Rickstrew	10/11/2022
	City Manager		
	City Council Approval (meeting date)		
10.	**Purchase Order # assigned by Finance**		

FOR FULL CITY OF RIFLE PURCHASING PROVISIONS CLICK HERE

TABLE 1 - IS A PURCHASE ORDER NECESSARY

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

TABLE 2 - METHODS OF SOURCE SELECTION

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

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

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

TABLE 3 - LOCAL VENDOR PREFERENCE

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

CITY OF RIFLE
AGENDA ITEM REPORT
MEETING DATE: October 19, 2022

Agenda Item #8.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
10/14/2022

Notification Requirements:
N/A

Prepared By:
Alexis Ramirez, Deputy City Clerk

Attachments:
1. Report to City Manager 10.14.2022

WORK REPORT TO CITY MANAGER

10.14.2022

PIO

- Continuing updates on website and social media on local issues and citizen concerns.
- Press releases on cemetery and utility billing operational changes. We have received an amazing amount of positive messages from citizens regarding how much Lynn Miller will be missed. She really set the bar for customer service.
- Attended GRIT meeting.

COURT

- Handled 74 adult cases and 10 juvenile cases on October 5 court day and had one bench trial scheduled for which the defendant to appear. This was our first day with our new prosecutor, Tim Graves. He did an amazing job with a very large docket.
- Held 08 telephone hearings with inmates in custody.
- Attended seminar on legal procedural updates.

PUBLIC WORKS

- 0.5 MG Airport Water Tank: earthwork for tank footprint (100%); awaiting pipe to be installed prior to above ground structure construction; spread footer and stem wall (0%)
- I-70 Exit 90 Gateway Beautification: closeout phase.
- RFQ's for Design of 5th Street and Ute Avenue, Railroad Ave 5th to 9th Street, & Morrow Dr./Tripp Dr./Whiteriver Ave.: all awarded and in design
- Park Hill retaining wall for City/Frontella property line: Awaiting on CTL Thompson design report for engineering of wall structure – due 10/20/2022.
- Paradise Island cleanup – complete; O&M recovering Chuck Caron's property.
- 2022 Streets Improvement Contract with Frontier Paving scheduled for construction beginning August 15, 2022 and proceeding through mid-October (est.). Project was ahead of schedule for delivery and 100% complete. The following elements are included:
    - East Airport Road Re-surfacing – 100% complete
    - W. 7th Street Repair – 100% complete
    - Re-surface of the 9th Street Bridge – 100% complete
    - Enterprise Court – 100% complete
    - Cemetery roadways improvements – 100% complete
- 100 Block of W. 2nd Street Rehab: construction underway September 12, 2022; currently at 80% complete.
- Whiteriver Roundabout: Design in progress; proceeding on schedule to 60% FIR (min. 30%) on December 20, 2022.

The following are CIP projects currently under construction:

- Railroad Avenue Rehabilitation project: Punch List work 100% complete; closed out

FLEET

- Refurbishing of Unit 1001 snowplow bed, conveyor, bed frame: 100% complete (bed refurbishing complete, truck chassis work – in progress (95%) complete; re-assembly: 90%
- On track to receive (2) F-250's for O&M by end of October.
- On track to take delivery of 2022 Ranger snowplow for Parks Maintenance on 10/13/2022
- Preparation of fleet for winter snow maintenance

OPERATIONS & MAINTENANCE

- Repair and recovery of damage done by a water leak on Cedar Drive – cast new handicap ramp and securing paving week of October 10, 2022.
- Various street maintenance projects:
    - Alley maintenance, to include $MgCl_2$ application
    - Sidewalk repair at 12th & Fir Ave.; to be cast back 10/18/2022
    - Drainage swale/ditch maintenance
    - Grading of alley north of Gateway Lodge

Two weeks look-ahead

- Alley repair north of Alpine Bank following shallow utility company work
- Development inspection and management of the following:
    - North Pasture, Filing VII: public improvements 100% – final acceptance pending
    - Wapiti Commons (Habitat for Humanity): public improvements 99%
    - Construction observation of W. 2nd Street – 100 Block Improvements

ADMINISTRATION

- The Citizens' Academy is going well. On 10/13, they received presentations from Finance and Channel 10. On 10/20, the final class, they will have a class on HR and IT.
- The PD received a COPS grant for a patrol officer and an SRO. Staff will review the financial impacts associated with the grant. This grant was completed and submitted by S2.
- Interviews for O and M tech positions were held on 10/12. Results were positive.