



CITY COUNCIL

WORKSHOP AND REGULAR MEETING AGENDA

January 18, 2023
7:00 PM
202 Railroad Avenue, Rifle, CO

6:00 PM - Workshop Meeting

Discussion and Review

- a. Discuss Board of County Commissioners Topics
- b. Discuss BBQ Cook-Off in Association with Rifle Rendezvous

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 January 4, 2023, Regular Meeting
 - 5.b. Consider Liquor License Renewal for BPOE Lodge dba Rifle Lodge No. 2195
 - 5.c. Consider Liquor License Renewal for Kum & Go, LC dba Kum and Go #921
 - 5.d. Consider Resolution No. 4, Series of 2023 - Ordering VIN Inspection Fees to be Paid Into General Fund
 - 5.e. Consider Correction to the Annual Service Charge Escalation Codified in Appendix A of the Rifle Municipal Code for Water and Sewer - Ordinance No. 3, Series of 2023 - 2nd Reading
- 6. **Action, if any, on Workshop Items**
- 7. **Presentation**
 - 7.a. Citizen Recognition Award - Robert Gish

- 7.b. Update on Grand Hogback Trail Construction
- 7.c. Receive Presentation from Habitat for Humanity and Consider Signing a Letter of Support
- 7.d. Receive Presentation from Middle Colorado Watershed Council and Consider Signing a Letter of Support

8. Public Hearing

- 8.a. Consider Annexation and Zoning for Lot 4/5 of the Lacy Subdivison - Maverik Annexation
 - 8.a.i. Consider Request to Annex Lot 4/5 of the Lacy Park Subdivision into the City of Rifle - Ordinance No. 1, Series of 2023 - 2nd Reading
 - 8.a.ii. Consider Request to Zone Lot 4/5 of the Lacy Park Subdivision Tourist Commercial - Ordinance No. 2, Series of 2023 - 2nd Reading
 - 8.a.iii. Consider Resolution No. 2, Series of 2023 - Maverik Annexation Findings
 - 8.a.iv. Consider Resolution No. 3, Series of 2023 - Approving Annexation Plan for the Maverik Annexation

9. Regular Agenda

- 9.a. Consider Engagement of Hinkle & Company, PC for 2022 Financial Audit
- 9.b. Consider Approval of Purchase Order to Garfield County for the Garfield County Victim Response Team
- 9.c. Consider Approval for Letter of Support for Downtown Rifle Affordable Housing Project
- 9.d. Consider Approval of Purchase Order to Pall Water Systems for Water Plant Chemical Tank Heaters
- 9.e. Consider Approval of Purchase Order to AXON Taser for Taser Certification Bundle

10. Administrative Reports

- 10.a. Report to City Manager

11. Comments from Mayor and Council

12. Adjournment



Agenda Item #a.

Agenda Item Name:

Discuss Board of County Commissioners Topics

Presenter:

Tommy Klein, City Manager

Item Description:

Review BOCC topics.

Recommended Action:

N/A

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

None

Executive Summary:

Once edits have been made to our list, I will provide the information to the County Manager.

I plan on having Craig Spaulding and Patrick Waller attend the meeting.

Notification Requirements:

None

Prepared By:

Tommy Klein, City Manager

Attachments:

None



Agenda Item #b.

Agenda Item Name:

Discuss BBQ Cook-Off in Association with Rifle Rendezvous

Presenter:

Kim Burner

Item Description:

Discussion of BBQ Cook-off

Recommended Action:

None

Fiscal Impact:

Greater Rifle Improvement Team (GRIT) has budgeted for a BBQ Cook-Off to be held in association with Rifle Rendezvous. This Workshop is an update on the project and Council feedback is requested.

Operational Impact:

None

Prior Board Motions:

None

Background Information:

GRIT has generally budgeted for and held a larger annual event to attract people to the City. During COVID, these events were put on hold. This year GRIT is proposing to hold a BBQ cook-off in conjunction with Rifle Rendezvous.

Executive Summary:

GRIT is providing an update to Council on the project and requests feedback on the event.

Notification Requirements:

None

Prepared By:

Patrick Waller, Planning Director

Attachments:

None



Agenda Item #5.a.

Agenda Item Name:

Consider Minutes of the January 4, 2023, Regular Meeting

Presenter:

Misty Williams, City Clerk

Item Description:

Consider Minutes of the January 4, 2023, Regular Meeting

Recommended Action:

Move to approve the minutes of the January 4, 2023, City Council Regular Meeting

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

Minutes of the January 4, 2023, Regular Meeting

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, Deputy City Clerk

Attachments:

1. 01.04.2023 DRAFT Minutes



RIFLE CITY COUNCIL

REGULAR MEETING

January 4, 2023
7:00 p.m.
202 Railroad Avenue, Rifle, CO

CALL TO ORDER & ROLL CALL

A regular meeting of the Rifle City Council was called to order at 7:00 p.m. by Mayor Ed Green.

Present at Roll Call:

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

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

No - None.

Others Present:

City Manager Tommy Klein, City Clerk Misty Williams, City Attorney Jim Neu, Rifle Community Television (RCTV) Michael Churchill, Chief of Police Debra Funston, Human Resource Manager Danielle Hogan, Planning Director Patrick Waller, Planner Geir Sverdrup, Court Administrator Kathy Pototsky, Parks and Recreation Director Austin Rickstrew, and Brice Christensen.

PUBLIC COMMENT

No public comment was heard.

CONSENT AGENDA – CONSIDER APPROVING THE FOLLOWING ITEMS:

- A. Consider Designating a Public Posting Place – Resolution No. 1, Series of 2023
- B. Consider Minutes of the December 21, 2022 Regular Meeting

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

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

No – None.

PRESENTATION

Recognizing Employees for Years of Service

City Manager Tommy Klein and City Council recognized the following employees for their dedication and years of service to the City of Rifle:

5 Years

Colton Secary – O&M

Misty Williams – Administration

Rifle City Council Meeting January 4, 2023

10 Years

Jesse Flowers – Water
Kathy Pototsky – Municipal Court
Austin Rickstrew – Parks and Recreation
Jose Gutierrez – Parks and Recreation

20 Years

Michael Churchill – Community TV / Channel 10

PUBLIC HEARING

Consider Annexation and Zoning for Lot 4/5 of the Lacy Subdivision – Maverik Annexation

Mayor Ed Green opened public hearing.

Planning Director Patrick Waller and Planner Geir Sverdrup provided presentation on request to consider annexation and zoning for lot 4/5 of the Lacy Subdivision – Maverik Annexation. The applicant has also applied for the property to be zoned as Tourist Commercial for the development of a Maverik Gas Station and Convenience Store. The property is located directly south and east of the intersection of Interstate 70 and Highway 6 & 24, both of which are Colorado Department of Transportation (CDOT) right of ways. There are currently no buildings on the property. Presentation covered preliminary annexation main topics as Access, Streets, Water, Wastewater, Floodplain, Comprehensive Plan and the Proposed Concept Site Plan. Comments were received from the following agencies regarding the application: Mountain Cross Engineering, Inc., Garfield County Community Development and Garfield County Public Health. City of Rifle Utilities, Public Works, GIS, Engineering, Police Department, and Colorado River Fire Rescue had no exceptions or comments on the annexation request. The Planning and Zoning Commission reviewed this request at their December 13, 2022 meeting. The Planning and Zoning Commission recommends Approval of Annexation 2022-042 with the requested Tourist Commercial zoning with the following conditions:

1. All representations made by the Applicant in the application and during the public hearing shall be conditions of approval, unless specifically altered by the Planning Commission.
2. The facility shall be operated in accordance with all applicable Federal, State, and local regulations governing the operation of this type of facility.
3. Sign Permit application shall be submitted and approved by staff or applicant shall apply for a variance from R.M.C. Chapter 16, Article VII, Sign Code.
4. Applicant shall meet all Rifle Municipal Code and Colorado State Statute requirements for the operation of the Onsite Wastewater Treatment System, connection to sanitary sewer systems and decommissioning of the Onsite Wastewater Treatment System when required.

Kimley Horn Civil Engineer Consultant Brice Christensen was present to answer questions from Council.

Mayor Ed Green closed the hearing.

Consider Request to Annex Lot 4/5 of the Lacy Park Subdivision into the City of Rifle – Ordinance No. 1, Series of 2023 – 1st Reading

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO
ANNEXING TO THE CITY OF RIFLE, COLORADO CERTAIN REAL
PROPERTY KNOWN AS THE MAVERICK ANNEXATION

Councilor Brian Condie moved to approve Ordinance No. 1, Series of 2023 on 1st reading as presented and order it to be published as required by Charter; seconded by Councilor Sean Strode.

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

No – None.

Consider Request to Annex Lot 4/5 of the Lacy Park Subdivision Tourist Commercial – Ordinance No. 2, Series of 2023 – 1st Reading

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO ZONING
CERTAIN REAL PROPERTY KNOWN AS THE RIFLE MAVERIK
ANNEXATION TOURIST COMMERCIAL (TC) ZONE DISTRICT

Councilor Brian Condie moved to Ordinance No. 2, Series of 2023 on 1st reading as presented and order it to be published as required by Charter; seconded by Councilor Sean Strode.

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

No – None.

REGULAR AGENDA

Consider Correction to the Annual Service Charge Escalation Codified in Appendix A of the Rifle Municipal Code for Water and Sewer – Ordinance No. 3, Series of 2023 – 1st Reading

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO
AMENDING APPENDIX A TO THE RIFLE MUNICIPAL CODE
REGARDING WATER AND SEWER SERVICE CHARGES

City Manager Tommy Klein presented the request to consider correction to the Annual Service Charge Escalation Codified in Appendix A of the Rifle Municipal Code for Water and Sewer – Ordinance No. 3, Series of 2023 – 1st Reading. This ordinance codifies the Council's intent to adopt the rates proposed by the JVA Rate Study conducted in April of 2021. The new annual increases per the study are 2.5% for water usage and 4.2% for wastewater until 2028. Staff recommends approval of Ordinance No. 3, Series of 2023 as this will not impact the budget.

Councilor Clint Hostettler moved to Ordinance No. 3, Series of 2023 on 1st reading as presented and order it to be published as required by Charter; seconded by Councilor Sean Strode.

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

No – None.

Consider Approval of Purchase Order for the 2023 Renewal of the Pinnacol Assurance Worker Compensation Insurance Plan

Human Resource Manager Danielle Hogan presented the request to consider approval of the Purchase Order for the 2023 Renewal of the Pinnacol Assurance Worker Compensation Insurance Plan. Annual rates are determined by the Division of Insurance and Pinnacol. This rate is multiplied by the total payroll of staff who work in those classifications and then the totals from all rate classifications are added together to determine our annual premium. Staff recommends approval of the 2023 Pinnacol Assurance Worker Compensation Insurance plan renewal as the City received \$33,589.00 in discounts from the initial accessed annual premium for being Cost Containment Certified by the State of CO Division of Insurance.

Councilor Alicia Gresley moved to approve the purchase order for the 2023 Renewal of the Pinnacol Assurance Workers Compensation Insurance Plan in the amount of \$119,117.00; seconded by Clint Hostettler.

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

No – None.

Consider Approval of Purchase Order for the 2023 Estimated Employee Health Insurance Costs from County Health Pool

Human Resource Manager Danielle Hogan presented the request to consider approval of the Purchase Order for the 2023 Estimated Employee Health Insurance Costs from County Health Pool. The City Of Rifle provides Health Insurance for eligible employees through the County Health Pool. The County Health Pool has offered the City of Rifle less than the state average annual increases when quoting annual insurance renewals. Staff recommends approval of the Purchase Order for the 2023 Employee Health Insurance renewal.

Councilor Sean Strode moved to approve the purchase order for the County Health Pool for Employee Insurance costs in the amount of \$1,580, 337.00; seconded by Alicia Gresley.

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

No – None.

Report to City Manager

Reports were heard from City Manager Tommy Klein.

Comments from Mayor and Council

Comments were heard from Councilor Alicia Gresley, Councilor Sean Strode and Councilor Clint Hostettler.

Adjournment

Meeting adjourned at 7:55 p.m.

Misty Williams
City Clerk

Ed Green
Mayor



Agenda Item #5.b.

Agenda Item Name:

Consider Liquor License Renewal for BPOE Lodge dba Rifle Lodge No. 2195

Presenter:

Misty Williams, City Clerk

Item Description:

Consider Liquor License Renewal for BPOE Lodge dba Rifle Lodge No. 2195

Recommended Action:

Move to approve the Liquor License Renewal for BPOE Lodge dba Rifle Lodge No. 2195

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

BPOE Lodge dba Rifle Lodge No. 2195 located at 501 W. 5th Street, Rifle, CO has submitted a Club Liquor License Renewal Application.

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

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, Deputy City Clerk

Attachments:

1. REDACTED Liquor License Renewal - BPOE Lodge

Submit to Local Licensing Authority

RECEIVED

DEC 30 2022

City Clerk
 City of Rifle

Fees Due	
Annual Renewal Application Fee	\$ 50.00
Renewal Fee	308.75
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 358.75

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name BPOE Lodge		Doing Business As Name (DBA) Rifle Lodge No. 2195	
Liquor License # 8409357-0032	License Type 2 Club	Sales Tax License Number 84 0508025	Expiration Date 12-31-27
Business Address 501 W 5th Rifle CO 81652		Due Date 12-31-22	
Mailing Address P.O. Box 1229 Rifle CO 81652		Phone Number 970 625-2195	
Operating Manager TERRY WRIGHT		Email Club2195@outlook.com	
Date of Birth	Home Address	Phone Number	
1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No Are the premises owned or rented? ☒ Owned ☐ Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☒ No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) ☐ Yes ☒ No			
3b. If so, which are you renewing? ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No			

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No
8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business	Title
Tracey Wnont	Manager
Signature	Date
[Signature]	12.3.22

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For		Date
Signature	Title	Attest

Tax Check Authorization, Waiver, and Request to Release Information

I, Tracey Wright am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of BROE Lodge Rifle 2195 (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

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

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

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

Name (Individual/Business) <u>BROE Lodge Rifle 2195</u>		Social Security Number/Tax Identification Number	
Address <u>PO Box 1229 Rifle CO 81650</u>			
City <u>Rifle</u>		State <u>CO</u>	Zip <u>81650</u>
Home Phone Number		Business/Work Phone Number <u>970-625-2195</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Tracey Wright</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>[Signature]</u>			Date signed <u>12-10-22</u>

Privacy Act Statement

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



Agenda Item #5.c.

Agenda Item Name:

Consider Liquor License Renewal for Kum & Go, LC dba Kum and Go #921

Presenter:

Misty Williams, City Clerk

Item Description:

Consider Liquor License Renewal for Kum & Go, LC dba Kum and Go #921

Recommended Action:

Move to approve the Liquor License Renewal for Kum and Go, LC dba Kum and Go #921

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

Kum & Go, LC dba Kum and Go #921 located at 120 East 1st Street Rifle, CO has submitted a Fermented Malt Beverage (off-premise) Liquor License Renewal Application.

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

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, Deputy City Clerk

Attachments:

1. REDACTED - Liquor License Kum & Go, LC 921

Submit to Local Licensing Authority

**KUM & GO #921
 1459 GRAND AVENUE
 Des Moines IA 50309**

Fees Due	
Renewal Fee	146.25
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name KUM & GO LC		Doing Business As Name (DBA) KUM & GO #921	
Liquor License # 12-40424-0013	License Type Fermented Malt Beverage Off (city)		
Sales Tax License Number 012404240013	Expiration Date 04/18/2023	Due Date 03/04/2023	
Business Address 120 EAST 1ST STREET Rifle CO 81650-2302			Phone Number 9704040724
Mailing Address 1459 GRAND AVENUE Des Moines IA 50309		Email <i>Licenses@Kumandgo-Corn</i>	
Operating Manager		Phone Number	
1. Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No Are the premises owned or rented? ☐ Owned ☒ Rented* *If rented, expiration date of lease <i>2-20-2033</i>			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☒ No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) ☐ Yes ☒ No			
3b. If so, which are you renewing? ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No			

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☒ Yes ☐ No *See Violation list*

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☒ Yes ☐ No *See licensed list*

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business

Title

Signature

Date

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For

Date

Signature

Title

Attest

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



Agenda Item #5.d.

Agenda Item Name:

Consider Resolution No. 4, Series of 2023 - Ordering VIN Inspection Fees to be Paid Into General Fund

Presenter:

Tommy Klein, City Manager

Item Description:

Consider Resolution No. 4, Series of 2023 - Ordering VIN Inspection Fees to be Paid Into General Fund

Recommended Action:

Move to approve Resolution No. 4, Series of 2023 - Ordering VIN Inspection Fees to be Paid Into General Fund

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

C.R.S §42-5-204 states that all VIN inspection fees collected by a law enforcement agency of a local government shall be credited to a special fund separate from the general fund for the administration of VIN inspections, including training and certification of inspectors. However, it allows the governing body of the local government to order that the inspection fees be paid into the general fund. The VIN inspection program at the City of Rifle has always operated and been funded out of the general fund and it would be administratively burdensome to separately account for such funds. Staff recommends that the City Council order that all inspection fees be paid into the general fund pursuant to C.R.S §42-5-204.

Notification Requirements:

N/A

Prepared By:

Misty Williams, City Clerk

Attachments:

1. Resolution No. 4-VIN Inspection Fee

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 4
SERIES OF 2023**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO, ORDERING VIN INSPECTION FEES COLLECTED TO BE
PAID INTO THE GENERAL FUND PURSUANT TO C.R.S. §42-5-204.

WHEREAS, C.R.S §42-5-204 states that all VIN inspection fees collected by a law enforcement agency of a local government shall be credited to a special fund separate from the general fund for the administration of VIN inspections, including training and certification of inspectors; except that the governing body of the local government may order that the inspection fees be paid into the general fund; and

WHEREAS, the VIN inspection program at the City of Rifle has always operated and been funded out of the general fund and it would be administratively burdensome to separately account for such funds; and

WHEREAS, the City Council desires to order that all inspection fees be paid into the general fund pursuant to C.R.S §42-5-204.

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

1. The above recitals are hereby incorporated as findings by the City of Rifle.
2. The City Council of the City of Rifle hereby orders that all VIN inspection fees collected be paid into the general fund of the City.

THIS RESOLUTION, was read, passed and adopted by the Rifle City Council at a regular meeting held this 18th day of January, 2023.

CITY OF RIFLE, COLORADO

By: _____
Mayor

ATTEST:

City Clerk



Agenda Item #5.e.

Agenda Item Name:

Consider Correction to the Annual Service Charge Escalation Codified in Appendix A of the Rifle Municipal Code for Water and Sewer - Ordinance No. 3, Series of 2023 - 2nd Reading

Presenter:

Tommy Klein, City Manager

Item Description:

Consider Correction to the Annual Service Charge Escalation Codified in Appendix A of the Rifle Municipal Code for Water and Sewer - Ordinance No. 3, Series of 2023 - 2nd Reading

Recommended Action:

Move to approve Ordinance No. 3, Series of 2023 on 2nd reading

Fiscal Impact:

The 2023 budget accounts for an increase of 2.5% for water usage rates and 4.2% for wastewater rates. No change in the budget will be needed.

Operational Impact:

None

Prior Board Motions:

On April 19, 2021, Council voted to accept the JVA Rate Study.

Background Information:

Please see the Executive Summary.

Executive Summary:

In 2020, Council requested a Utility Maintenance, Capital, and Rate Study ("Rate Study") to ensure the fees charged by the City are fair and equitable, yet adequate to meet the City's needs in the future. The City commissioned JVA, Inc. to prepare the Rate Study, which was presented to the City Council in April 2021. On May 19, 2021, Council voted to accept the study.

Prior to the study, water and wastewater usage fees increased 5% annually. The study provided a basis for future increases that would allow the water and wastewater plants to operate effectively. The new annual increases per the study are 2.5% for water usage and 4.2% for wastewater until 2028. In 2028, the study recommends that water rates decrease to 1% annually.

This Ordinance codifies the Council's intent to adopt the rates proposed by the JVA study.

See pages 14 and 19 of the attachment named Rifle Rate Study to view proposed rates for water and wastewater.

Notification Requirements:

None

Prepared By:

Misty Williams, City Clerk

Attachments:

1. Rifle Final Rate Study Council 050421_Update (2)
2. Ordinance No. 3-Service Charge Annual Escalation

City of Rifle

Water and Wastewater Utility Rate Study

May 5, 2021

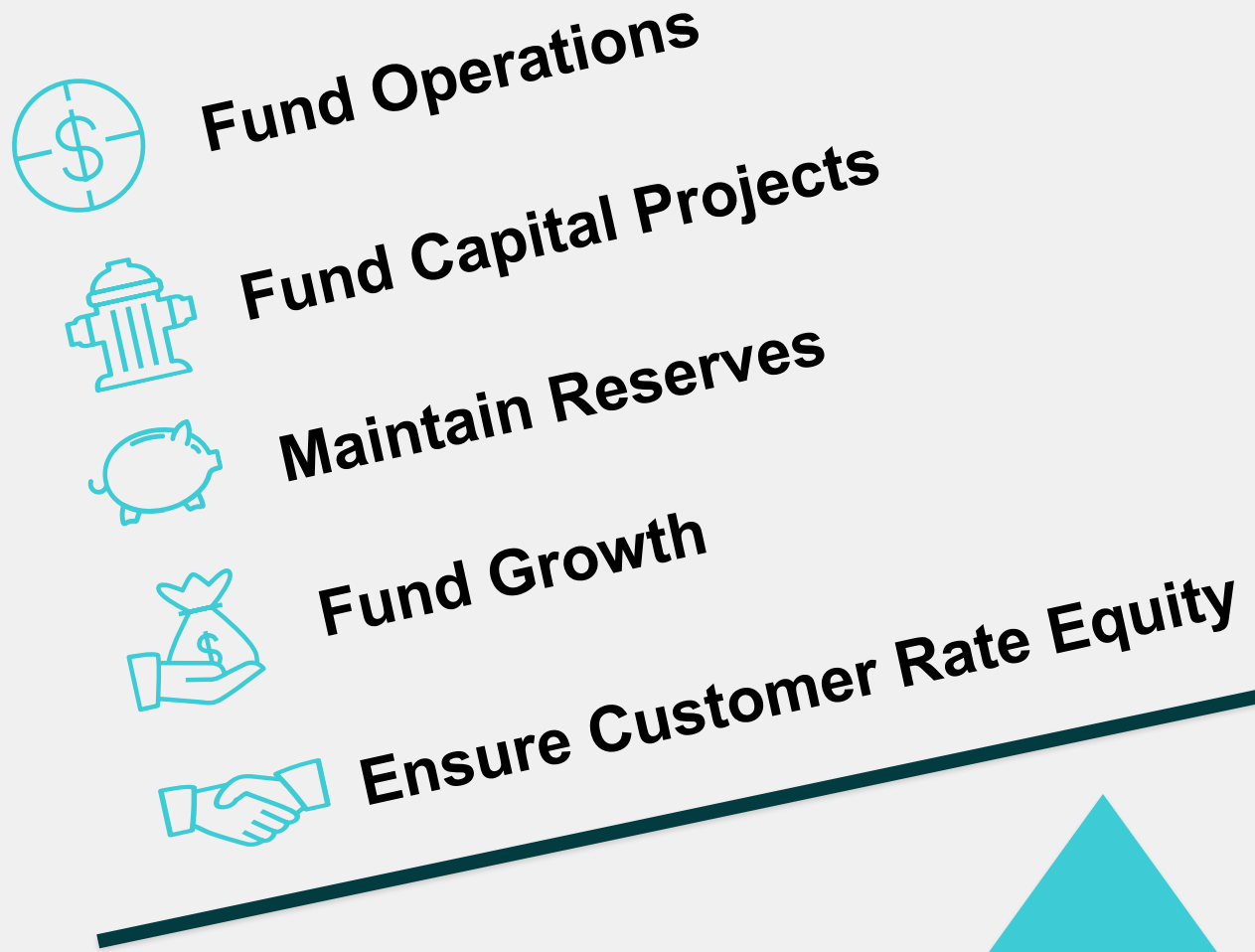




Agenda

1. Goals and objectives
2. Prior Council meeting recap
3. Water financial plan results
4. Wastewater financial plan results
5. System investment fees

The City of Rifle rates and fees must:



How we'll get there



Fund Operations



Fund Capital Projects



Maintain Reserves and DSC



Fund Growth



Cost recovery through rates and fees



Tap Fees



Rate Design



Cost of Service

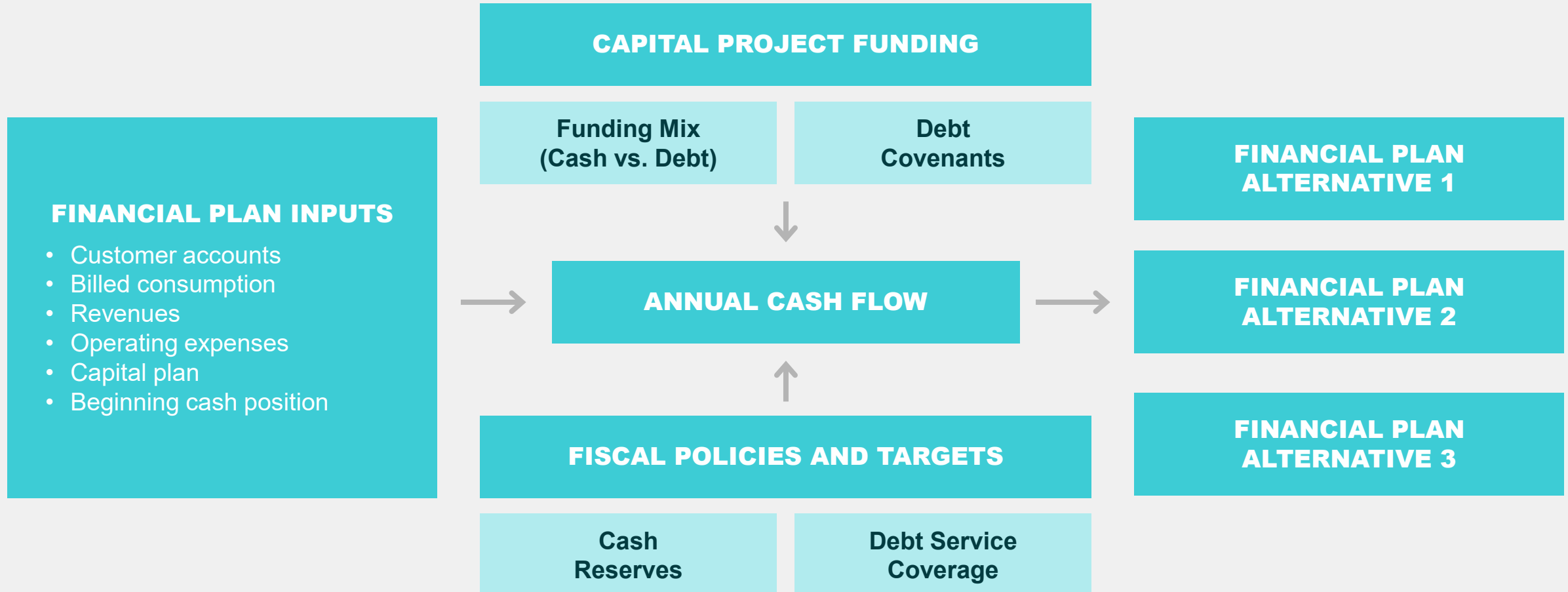


Financial Plan



The Financial Planning Process

What is the revenue required to meet expenditures?



April 20 Council meeting recap

- Presented 3 water financial plan scenarios
 - › Consideration of Tank Loan early payoff
 - › Including/excluding RO/GAC project
 - › Adjusted timing and level of state loan issues and revenue increases
- Presented 2 wastewater financial plan scenarios
 - › Including/excluding the salinity project
 - › Adjusted timing and level of state loan issues and revenue adjustments

Council feedback has been incorporated into the following scenarios

Water and wastewater financial plan assumptions

- Customer growth: 1.7%
- Inflation factors
 - › Capital: 3% annually
 - › Operation and maintenance expense: 3%
- State loans
 - › 20-year term
 - › 2.25% interest rate through 2025; 3.0% thereafter
 - › Debt service coverage target : 1.2x annual debt service
- Reserve targets
 - › Operation and maintenance expense 90 days of O&M
 - › Capital reserve: 1-years depreciation expense

Water and wastewater financial plan assumptions

- Retain ending balance at current levels by 2030
- ‘Smooth and predictable’ revenue increases over the study period

Water Utility

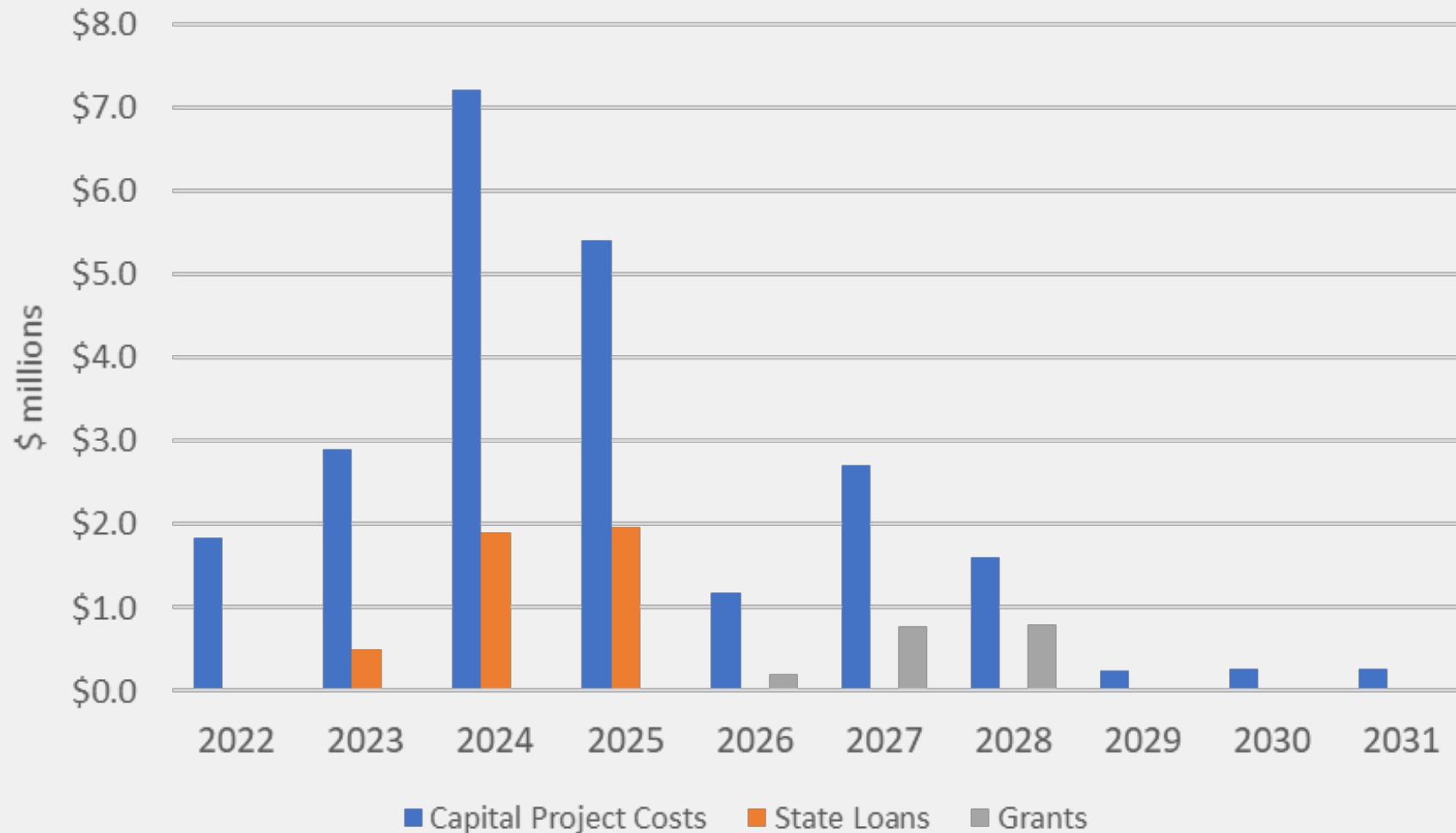


Water financial plan assumptions

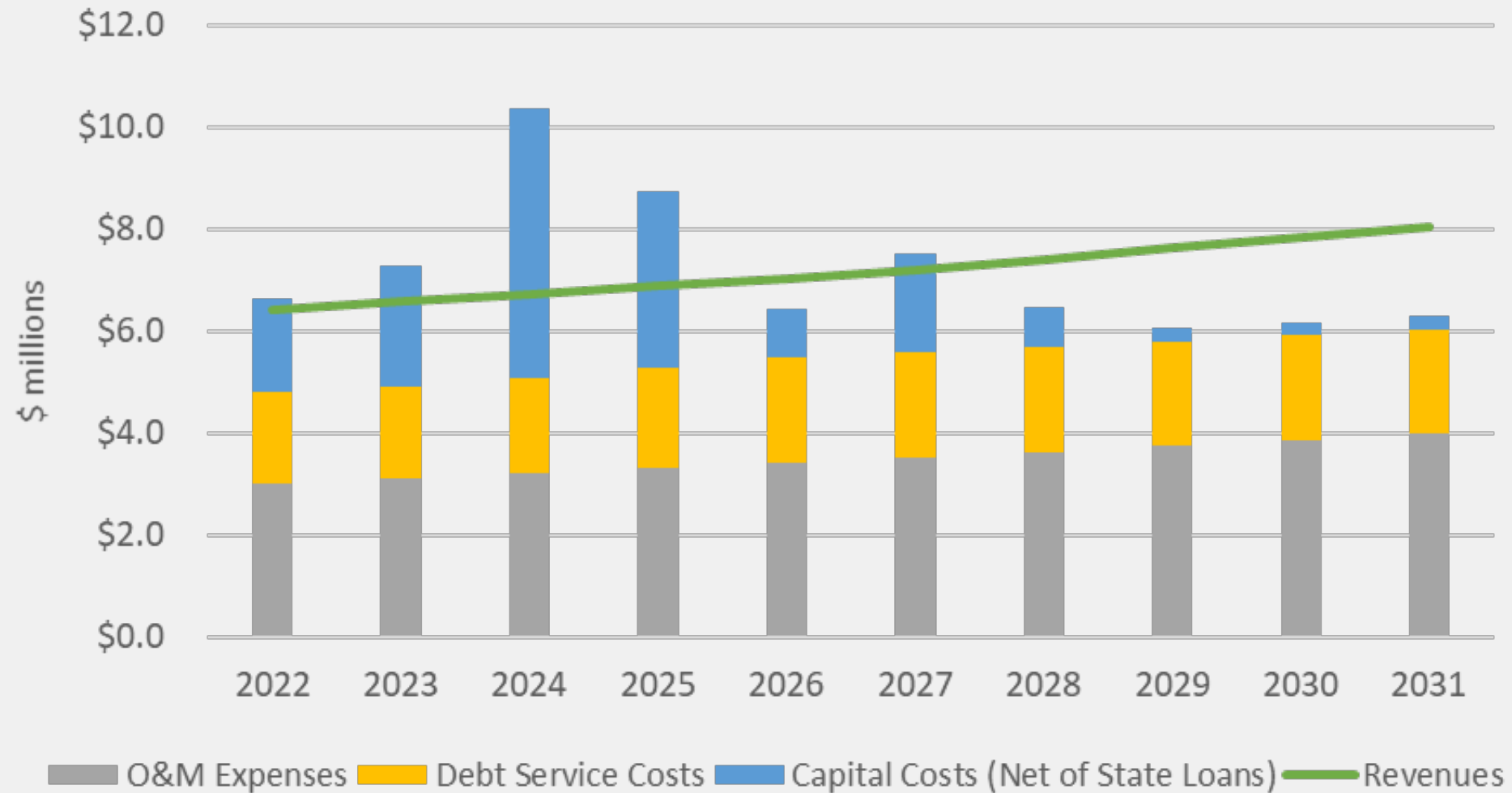
- No early repayment of the 2015 COP water tank loan in 2022.
- Excludes the RO/GAC project in 2029 and 2030.
- Residual drying beds project in 2026 (Total cost \$3.6 million)
 - › Funded through a 50% State grant match.
- The RRWPR Penwell Tank project (Total cost \$8.7 million)
 - › Funded through a combination of state loans, rates, and reserves

Water utility 10-year capital improvement program

Total program costs: \$23.6 million



Water utility cash flow summary



Water utility cash flow summary

Description	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Annual Revenue Adjustments	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Cumulative Adjustments	2.50%	5.06%	7.69%	10.38%	13.14%	15.97%	18.87%	21.84%	24.89%	28.01%
State Loan Proceeds, \$ mil	\$0.0	\$0.5	\$1.9	\$2.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
Total Fund Ending Balance, \$ mil	\$9.7	\$9.0	\$5.4	\$3.5	\$4.1	\$3.8	\$4.8	\$6.3	\$8.0	\$9.8
Target Reserve, \$ millions	\$2.5	\$2.5	\$2.6	\$2.7	\$2.7	\$2.8	\$2.9	\$2.9	\$3.0	\$3.1
Unrestricted Reserves, \$ mil	\$7.3	\$6.5	\$2.8	\$0.9	\$1.4	\$1.1	\$1.9	\$3.4	\$5.0	\$6.7
Debt Service Coverage	1.9	1.9	1.9	1.8	1.7	1.8	1.8	1.9	1.9	1.9
Target Debt Service Coverage	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2

Wastewater Utility

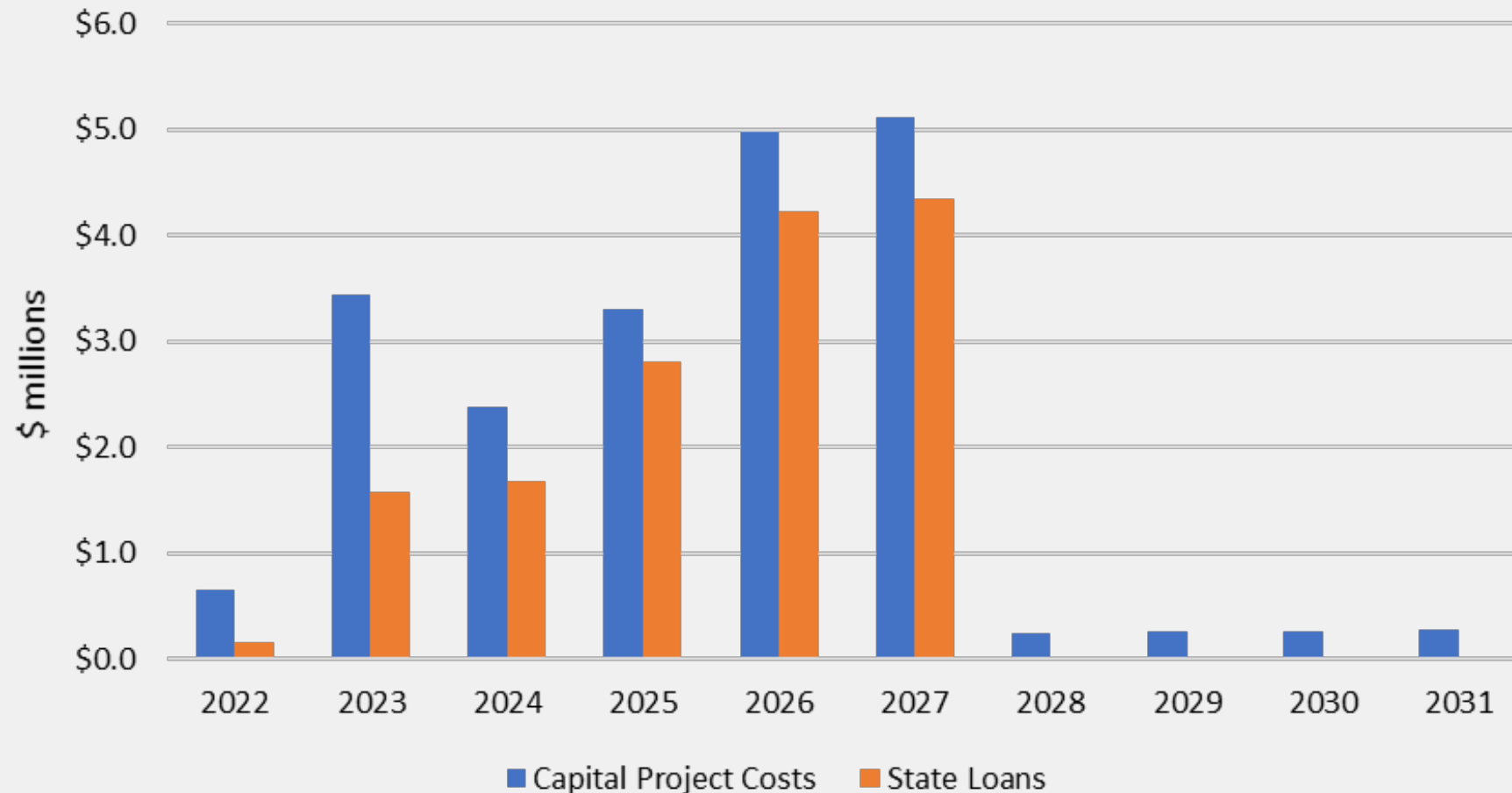


Wastewater financial plan assumptions

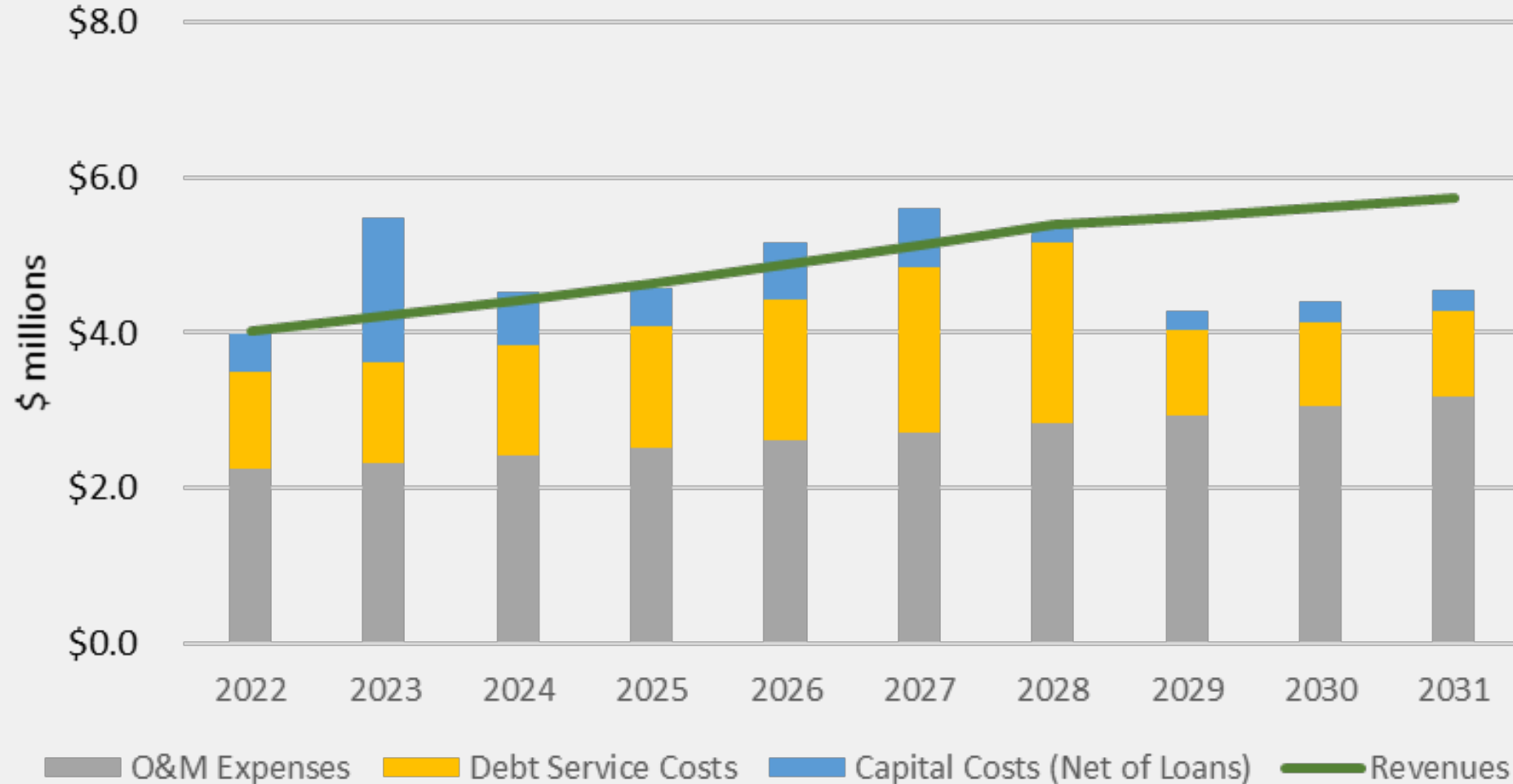
- Excludes the Salinity/Removal Mitigation project
- Capital project funding through a combination of loans, rates, and reserves
 - › Interchange Tank
 - › Digester Improvements,
 - › Southside Pump Station, and
 - › Total project costs \$17.4 million
- All other capital projects funded through rates and reserves

Wastewater utility 10-year CIP

Total program costs: \$20.9 million



Wastewater utility cash flow summary



Wastewater utility cash flow summary

Description	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Annual Revenue Adjustments	4.2%	4.2%	4.2%	4.2%	4.2%	4.2%	4.2%	1.0%	1.0%	1.0%
Cumulative Adjustments	4.2%	8.6%	13.1%	17.9%	22.8%	28.0%	33.4%	34.7%	36.1%	37.4%
State Loan Proceeds, \$ mil	\$0.2	\$1.6	\$1.7	\$2.8	\$4.2	\$4.4	\$0.0	\$0.0	\$0.0	\$0.0
Total Fund Ending Balance, \$ mil	\$4.3	\$3.0	\$2.9	\$2.9	\$2.6	\$2.1	\$2.1	\$3.3	\$4.5	\$5.7
Target Reserve, \$ millions	\$1.6	\$1.6	\$1.7	\$1.7	\$1.8	\$1.8	\$1.9	\$2.0	\$2.0	\$2.1
Unrestricted Reserves, \$ mil	\$2.7	\$1.4	\$1.2	\$1.2	\$0.8	\$0.3	\$0.2	\$1.4	\$2.5	\$3.6
Debt Service Coverage	1.4	1.5	1.4	1.4	1.3	1.1	1.1	2.3	2.3	2.3
Target Debt Service Coverage	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2

Results from 2022 salinity study will provide clarification on regulations and potential impacts to future rate increases past this 5-year study period. A rate study update is recommended in 2025.

System Investment Fees



Colorado Revised Statutes – Impact fees (CRS) §29-20-104.5

- Fees must be generally applicable to a broad class of property (for example, residential, commercial, etc.).
- Fees must be intended to defray the projected impacts on capital facilities caused by proposed development.
- Fees are directly related to service that a local government is authorized to provide.
- The asset has an estimated useful life of five years or longer.
- The fee is required by the charter or general policy of a local government pursuant to a resolution or ordinance.

Calculation methodology

- Fees are based on the buy-in method
- Based on premise that existing customers have built and maintained a valuable system
- A new customer must 'buy into' the system by making a contribution to the amount of capacity a similar existing customer has in the system
- Proposed fees represent the maximum supportable fee

Water system investment fee

	Water System Investment Fee	
1	Water System Infrastructure at Current Replacement Cost	\$98,226,465
2	System Capacity, gpd	8,000,000
3	Unit Cost of Capacity, \$ per gpd (Line 1/Line 2)	\$12
4	EQR demand, gpd	593
5	System Investment Fee, \$ per EQR (Line 3 * Line 4)	\$7,281
6	Current SIF, \$ per EQR	\$5,743
7	<i>Difference</i>	<i>\$1,538</i>

Wastewater system investment fee

Wastewater System Investment Fee		
1	Wastewater System Infrastructure at Current Replacement Cost	\$48,142,885
2	System Capacity, gpd	2,000,000
3	Unit Cost of Capacity, \$ per gpd (Line 1/Line 2)	\$24.07
4	EQR demand, gpd	235
5	System Investment Fee, \$ per EQR (Line 3 * Line 4)	\$5,657
6	Current SIF, \$ per EQR	\$6,382
7	Difference	(\$725)

Rate and Fee Comparison

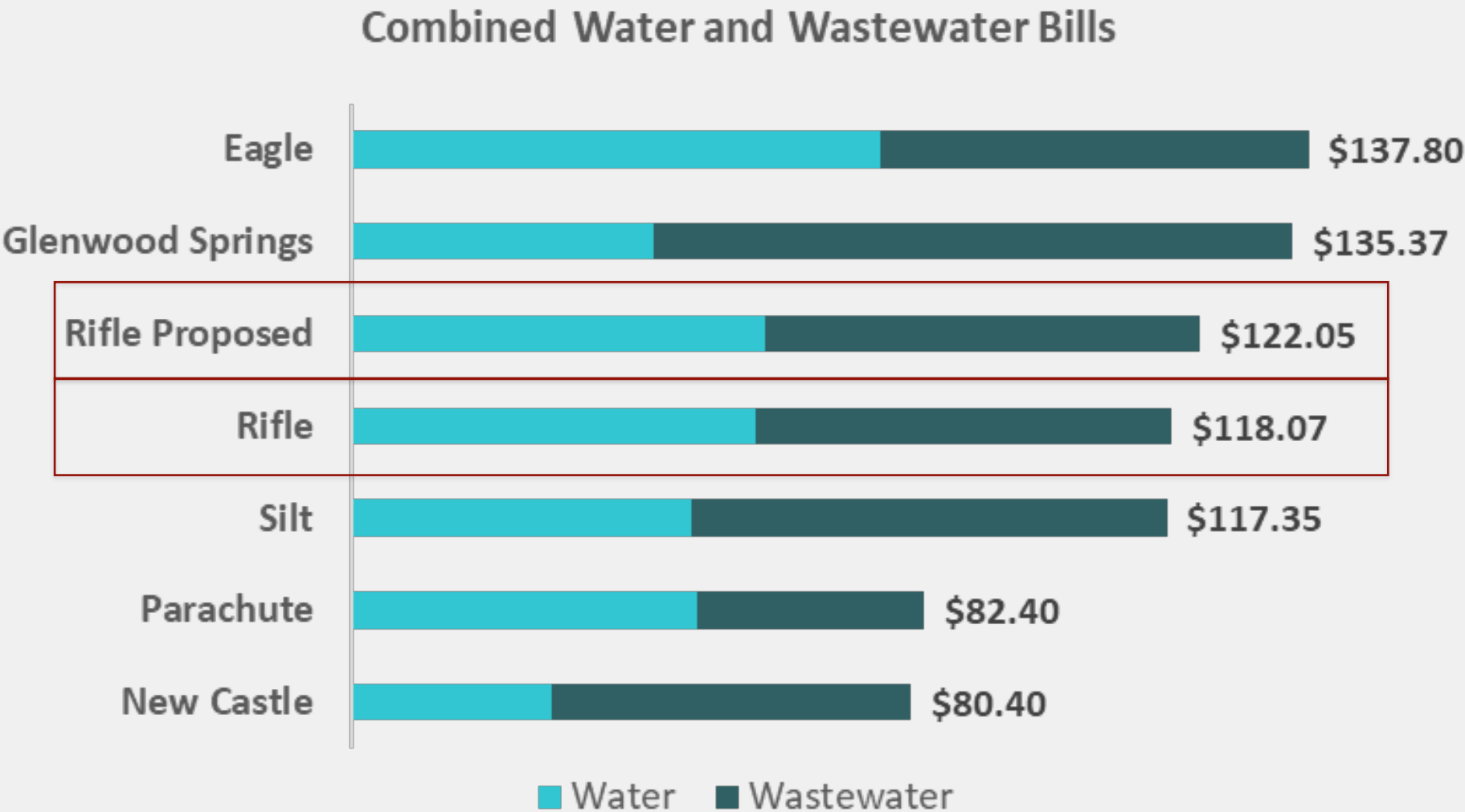


Average water and wastewater bill will increase by \$3.98 per month

Bill Type	Water	Surcharge	Wastewater	Bill
4,000 Gallons - Winter (Indoor Usage)				
Proposed 2022 Rates	\$39.78	\$4.77	\$62.54	\$107.09
Existing 2021 Rates	\$38.81	\$4.66	\$60.02	\$103.49
Change, \$				\$3.60
7,000 Gallons - (Average Monthly Usage)				
Proposed 2022 Rates	\$53.13	\$6.38	\$62.54	\$122.05
Existing 2021 Rates	\$51.83	\$6.22	\$60.02	\$118.07
Change, \$				\$3.98
14,000 Gallons - (Summer Usage)				
Proposed 2022 Rates	\$88.94	\$10.67	\$62.54	\$162.15
Existing 2021 Rates	\$86.77	\$10.41	\$60.02	\$157.20
Change, \$				\$4.95

Utility water and wastewater rate survey

- Residential customer
- 1 EQR
- 7,000 gal water usage
- 4,000 gal wastewater volume



Utility water and wastewater rate survey

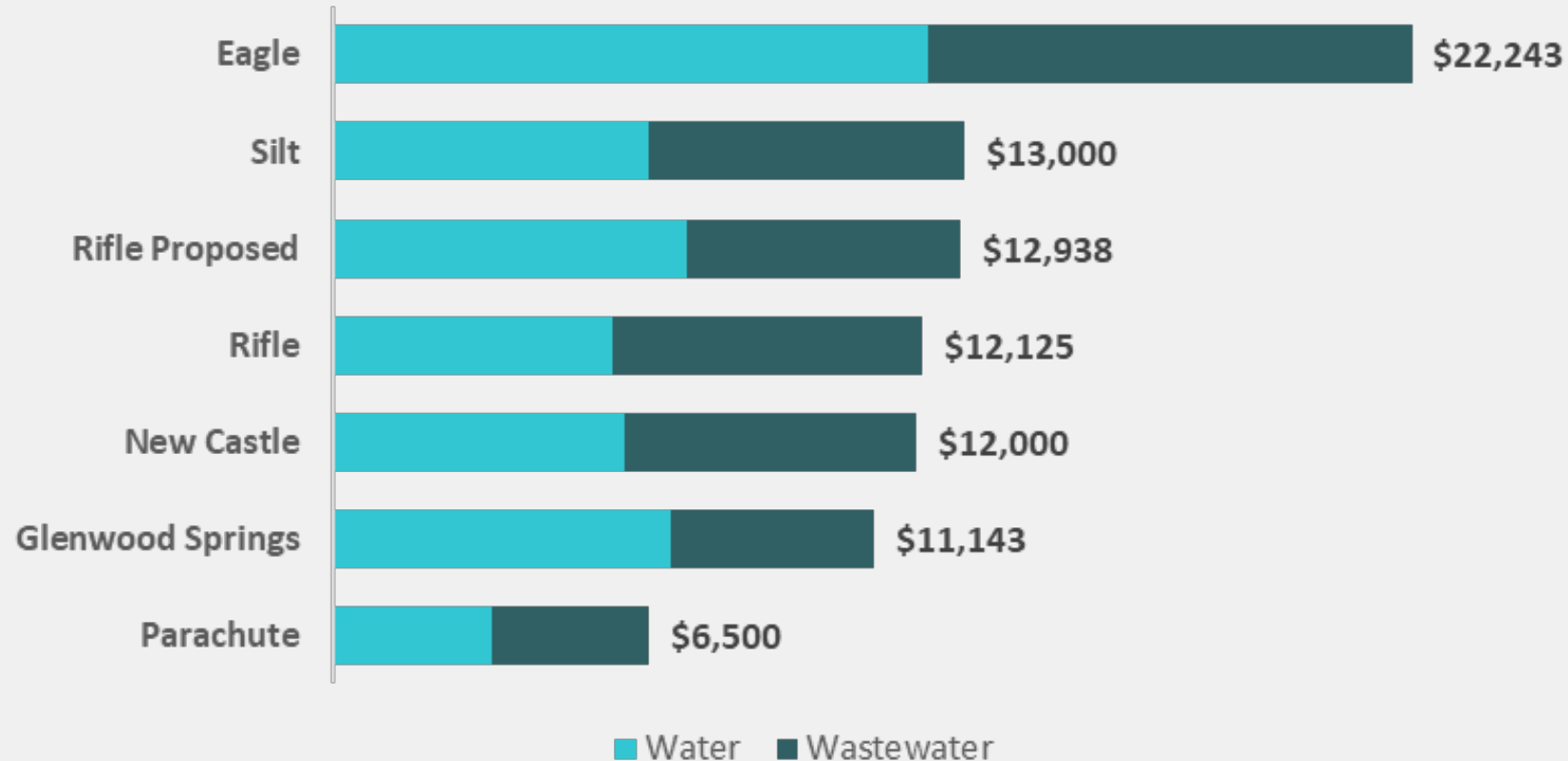
- Residential customer
- 1 EQR
- 7,000 gal water usage
- 4,000 gal wastewater volume

Community	Water	Wastewater	Total
New Castle	\$28.63	\$51.77	\$80.40
Parachute	\$49.70	\$32.70	\$82.40
Silt	\$48.93	\$68.42	\$117.35
Rifle	\$58.05	\$60.02	\$118.07
Rifle Proposed	\$59.51	\$62.54	\$122.05
Glenwood Springs	\$43.31	\$92.06	\$135.37
Eagle	\$76.04	\$61.76	\$137.80

System investment fee survey

Residential 1 EQR

Combined Water and Wastewater System Investment Fees



System investment fee survey

Residential 1 EQR

tabular form

Community	Water	Sewer	Total
Parachute	\$3,250	\$3,250	\$6,500
Glenwood Springs	\$6,964	\$4,179	\$11,143
New Castle	\$6,000	\$6,000	\$12,000
Rifle	\$5,743	\$6,382	\$12,125
Rifle Proposed	\$7,281	\$5,657	\$12,938
Silt	\$6,500	\$6,500	\$13,000
Eagle	\$12,243	\$10,000	\$22,243

City of Rifle

Water and Wastewater Utility Rate Study



**CITY OF RIFLE, COLORADO
ORDINANCE NO. 3
SERIES OF 2023**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING
APPENDIX A TO THE RIFLE MUNICIPAL CODE REGARDING WATER
AND SEWER SERVICE CHARGES.

WHEREAS, the City Council of the City of Rifle requested a Utility Maintenance, Capital, and Rate Study (“Rate Study”) to ensure the fees charged by the City are fair and equitable, yet adequate to meet the City’s needs into the future; and

WHEREAS, by Resolution No. 4, Series of 2021, the City of Rifle accepted the Utility Maintenance, Capital, and Rate Study dated April 2021 prepared by JVA, Inc. as Project No. 1114e; and

WHEREAS, the Rate Study recommended an annual escalation of sewer service charges of 4.2% and water service charges of 2.5% to meet the City’s future needs, yet through a typographical error, those amounts were not codified into Appendix A of the Rifle Municipal Code; however, that is the percentage implemented by the City’s Utility and Finance Departments and charged to Customers; and

WHEREAS, the City Council desires to correct the typographical error in the Rifle Municipal Code with this Ordinance.

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

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

Section 2. The following water rates, fees and charges referenced in the Code at Appendix A, for RMC Section 13-1-380, are hereby amended as follows (deletions shown in ~~striketrough~~, additions shown in underline):

13-1-380	Water Rates Standard water service fees for users within corporate city limits: All classes of water users located within the corporate City limits shall pay the following monthly water service fees:
	Future water rate increases: Water service fees for all classes of water users shall increase on January 1 of each calendar year by <u>2.55</u>%.

Section 3. The following sewer rates, fees and charges referenced in the Code at Appendix A, for RMC Section 13-1-510, are hereby amended as follows (deletions shown in ~~striketrough~~, additions shown in underline):

13-1-510	Sewer Rates
	Future sewer rate increases: Sewer service fees for all classes of sewer users shall increase on January 1 of each calendar year by <u>4.25</u> %.

INTRODUCED, on January 4, 2023, read in full, passed on first reading, and ordered published by title as required by the City Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on January 18, 2023, approved without amendments, and ordered published in full as required by the Charter.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk



Agenda Item #7.a.

Agenda Item Name:

Citizen Recognition Award - Robert Gish

Presenter:

Debra Funston, Chief of Police

Item Description:

Presentation to Rifle citizen Robert Gish for his outstanding assistance to the Rifle Police Department.

Recommended Action:

N/A

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

Robert Gish is being recognized for his assistance in the apprehension of a wanted person who was fleeing from officers. He will be commended for his courage and willingness to step up to help law enforcement.

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Debra Funston, Chief of Police

Attachments:

None



Agenda Item #7.b.

Agenda Item Name:

Update on Grand Hogback Trail Construction

Presenter:

Patrick Waller, Planning Director

Item Description:

Update on Grand Hogback Trail

Recommended Action:

None

Fiscal Impact:

No funding request

Operational Impact:

None

Prior Board Motions:

Council previously approved a Purchase Order for further construction of the Grand Hogback mountain bike trail system.

Background Information:

The City of Rifle and various partners were awarded a CPW Non-motorized grant in the amount of \$160,000 for the buildout of the Grand Hogback Trail System. The grant application requested a full build-out of the mountain bike trail system and the construction of a pit toilet at the trailhead.

During the procurement phase, the bid came back approximately \$90,000 over the \$270,000 budget. In response, City Council approved construction for up to the initial budgeted amount, with the understanding that Staff would attempt to obtain more funding to complete the project. Staff is currently exploring a variety of funding opportunities to meet the budget shortfall.

Executive Summary:

Staff and the trail contractor are providing an update to Council regarding the Grand Hogback trail construction.

Notification Requirements:

None

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. Staff Memo - Grand Hogback Update
2. Trail System Mapping



MEMORANDUM

To: Honorable Mayor and City Council
From: Patrick Waller, AICP, Planning Director
Date: January 18, 2023
Subject: Grand Hogback Trail Construction Update

BACKGROUND

The City of Rifle and various partners were awarded a CPW Non-motorized grant in the amount of \$160,000 for the buildout of the Grand Hogback Trail System. The grant application requested full build-out of the mountain bike trail system and the construction of a pit toilet at the trailhead.

During the procurement phase, the bid came back approximately \$90,000 over the \$270,000 budget. In response City Council approved construction for up to the initial budgeted amount, with an understanding that Staff would attempt to obtain more funding to completed the project. Staff is currently exploring a variety of funding opportunities to meet the budget shortfall.

GRANT BUDGET

The budget identified in the grant request was developed in collaboration with Roaring Fork Mountain Bike Association (RFMBA) and estimated that full build-out of the trails could be completed for \$270,000. Installation of a permanent toilet at the trailhead was estimated to be \$30,000 and \$5,000 was reserved for Trail and Trailhead signage. Funding sources were identified as follows:

Funding Entity	Amount
City of Rifle	\$80,000 (Conservation Trust Fund)
Alpine Bank	\$10,000
Rifle Area Mountain Bike Organization	\$10,000
Private Foundation Funding	\$45,000
CPW Non-Motorized Grant	\$160,000
Total	\$305,000

Staff would like to note that the entirety of the City of Rifle funding is from the Conservation Trust Fund and that no General Fund money is being spent on the project. The total amount includes installation of the permanent toilet and Trail and Trailhead signage.

2022 CONSTRUCTION

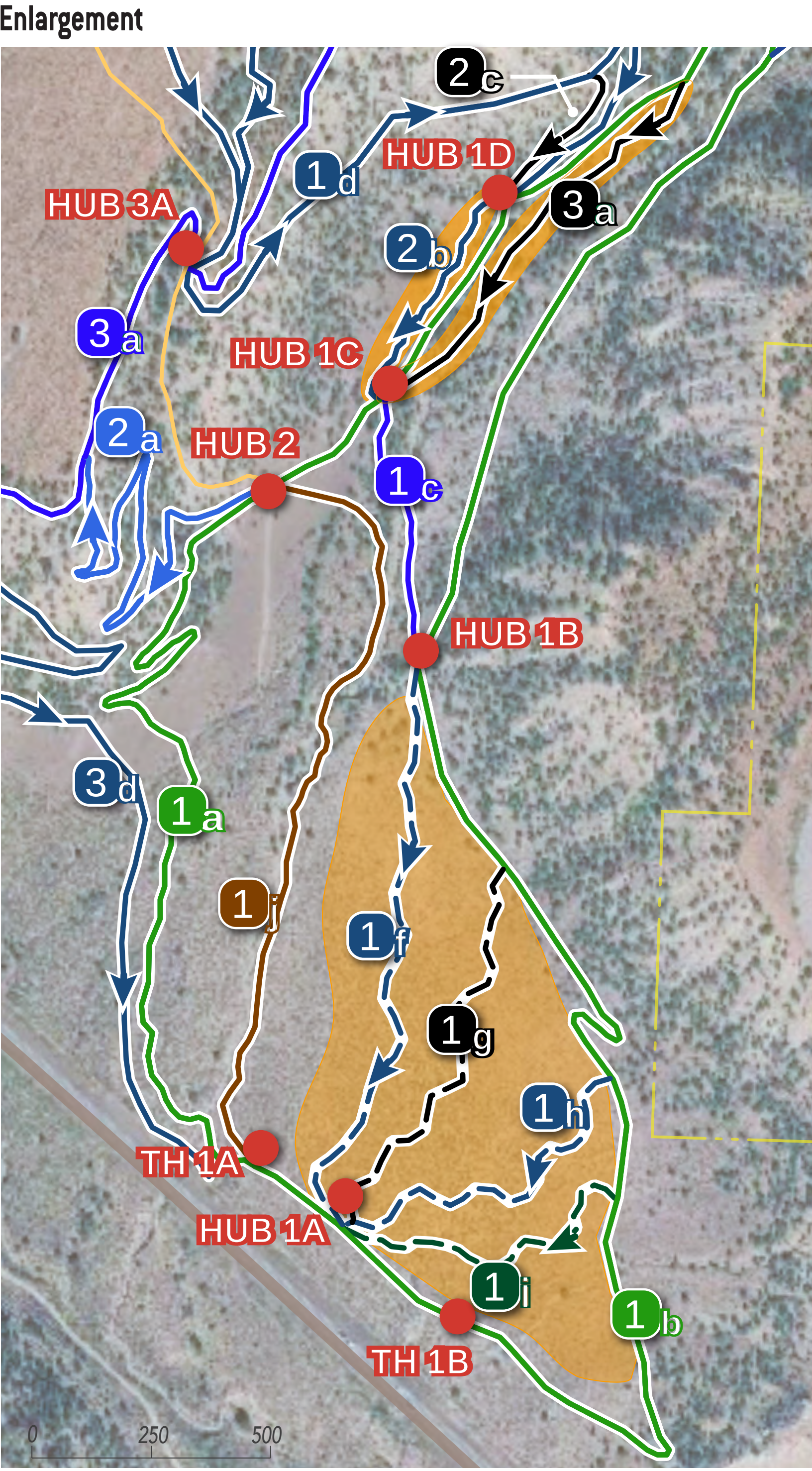
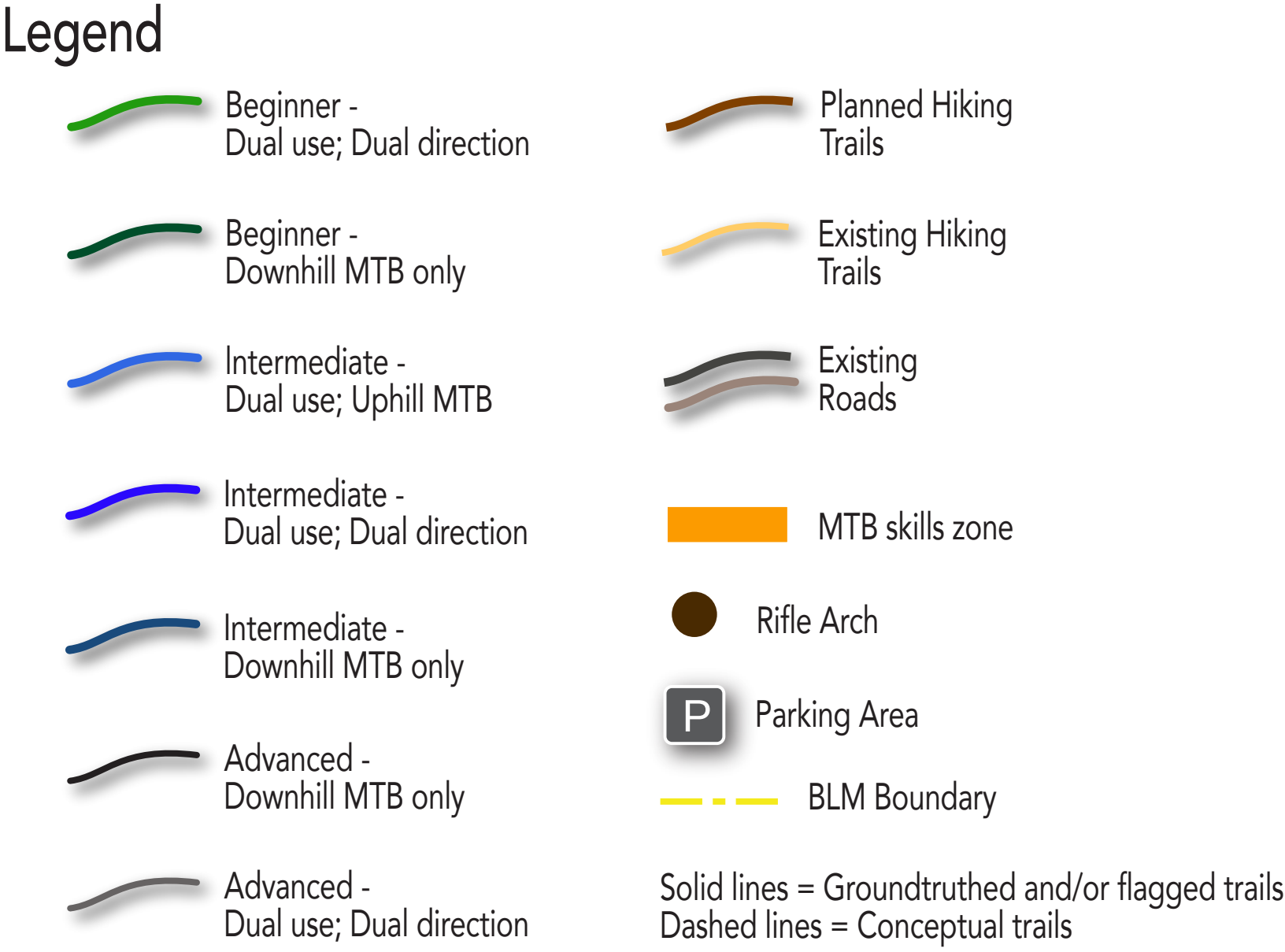
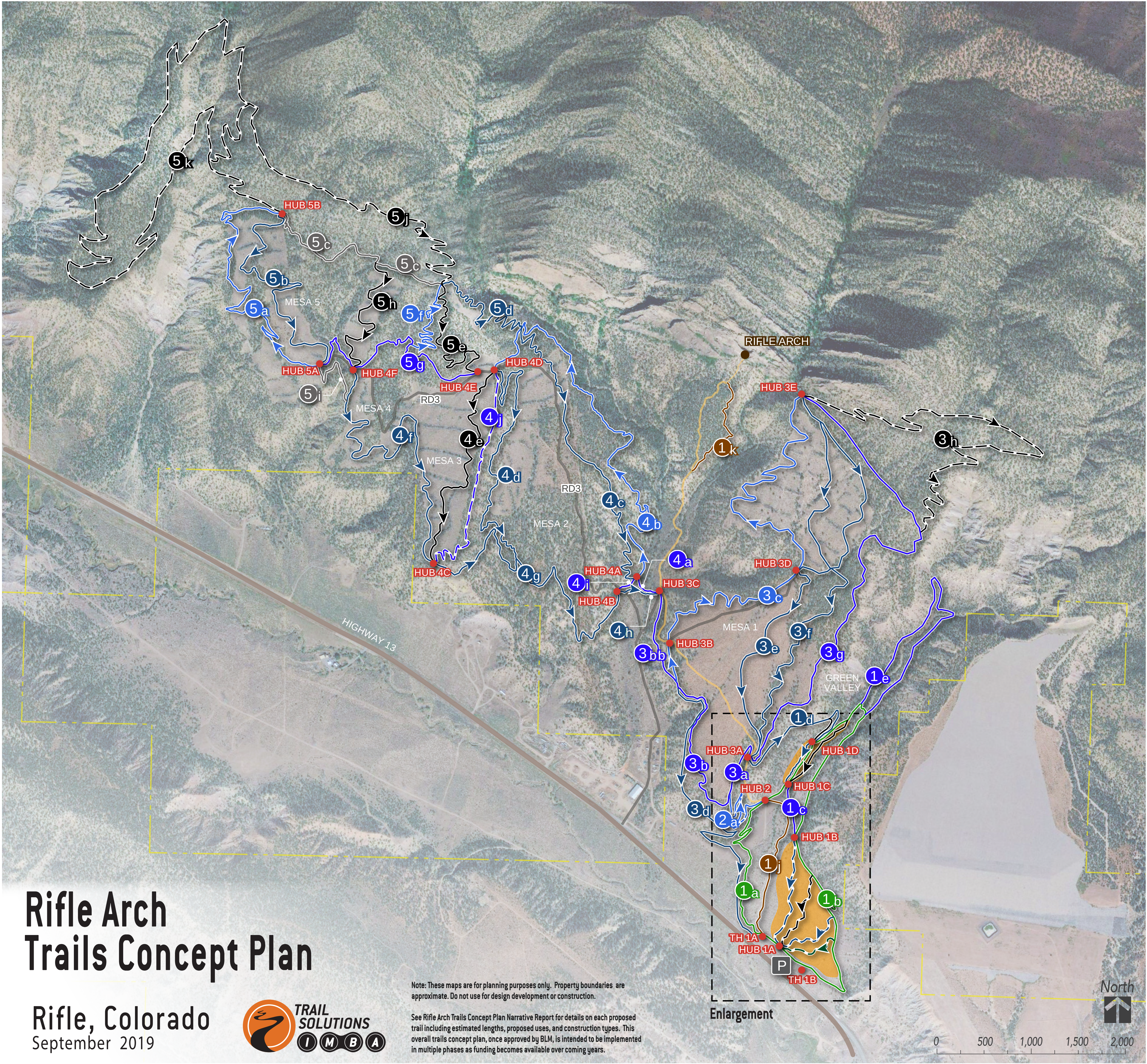
The trail building contractor was brought onboard in August of 2022 and completed 2.33 miles of trails. The construction focused heavily on the completion of the Family Flow area, a location close to the parking lot where parents could take their children to ride in a low difficulty area. The Grand Hogback trail system is unique in the area with this kind of feature. Work was also done on the far western portion of the trail system, with the goal to complete an outer loop and then fill-in with trails as additional funding becomes available.

Additionally, the procurement process was completed for the installation of the pit toilet at the trailhead. Staff anticipates that this will be installed early this year.

2023 CONSTRUCTION

With the construction of 2.33 miles of trail, there is approximately 6 miles of trail remaining that were proposed as part of this phase of construction. The trail builder is working with Roaring Fork Mountain Bike Association's staff, City of Rifle Staff, and BLM to determine the optimum use of funding for this phase. The trail builder was able to take advantage of 52 hours of trail crews and is working with Staff to finalize other opportunities to stretch the appropriated funding.

It is anticipated that this round of funding will be expended by December 2023 and that approximately 2.5 miles of proposed trail will remain.





Agenda Item #7.c.

Agenda Item Name:

Receive Presentation from Habitat for Humanity and Consider Signing a Letter of Support

Presenter:

Gail Schwartz

Item Description:

Receive Presentation from Habitat for Humanity and consider letter of support

Recommended Action:

None Required

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Gail Schwartz of Roaring Fork Habitat for Humanity would like to partner with the City on building a 40,000-50,000 square foot building in the Energy Innovation Center located near the Wastewater Treatment Plant. The plant would be used to manufacture homes for use in the valley. The endeavor would create jobs and provide training for students on how to operate facilities to manufacture homes. After receiving the presentation, we ask that the Council consider a support letter for Habitat to obtain a grant.

Executive Summary:

Gail Schwartz of Roaring Fork Habitat for Humanity would like to partner with the City on building a 40,000-50,000 square foot building in the Energy Innovation Center located near the Wastewater Treatment Plant. The plant would be used to manufacture homes for use in the valley. The endeavor would create jobs and provide training for students on how to operate facilities to manufacture homes.

Property History

The New Rifle mill, owned and operated by Union Carbide Corporation (UCC), produced uranium and vanadium concentrates, processed tailings, and uranium ore and refined upgrade products from 1958 to 1970. Uranium produced during this time was sold to the Atomic Energy Commission (AEC), while all of the mill's vanadium production was delivered to the commercial market. During that period, the mill averaged 400 tons of ore per day (TPD) throughput and treated a total of 1.8 million tons of ore. At the termination of UCC's last

AEC-procurement contract (December 1970), there were about 2.5 million tons of radioactive tailings impounded at the New Rifle Mill site. The mill continued to produce uranium during 1971 and 1972 for the commercial market, and part of the mill was used to produce vanadium concentrate from 1973 to 1984.

From years of milling operations, the site became contaminated with radioactive tailings, and the groundwater with arsenic, molybdenum, nitrate, selenium, uranium, and vanadium. In 1978, Congress passed UMTRCA which required the cleanup of 24 inactive uranium ore processing sites, including the New Rifle site by the U.S. Department of Energy (DOE). The site under UMTRCA was purchased for cleanup by the state, while DOE performed the cleanup of surface and groundwater contamination at the site. Encapsulation of radioactive materials in U.S. Nuclear Regulatory Commission-approved disposal cells began in the Spring of 1992 and was completed in October 1996. The site's groundwater contamination is being treated by natural flushing in conjunction with institutional controls and monitoring. The State of Colorado transferred ownership of the site to the City of Rifle, Colorado in 2004. (https://www.epa.gov/sites/default/files/2015-04/documents/success_newrifle_co.pdf)

The Energy Innovation Center was created by the City in 2006 to encourage research in renewable energy. See the attachment titled Rifle - Energy Innovation Center for the original concept plan. The City began construction of the Wastewater Treatment Plant in December 2008. Since constructing the WWTP, solar arrays have been installed in the area, but no structures have been built. See the attachment titled Map for a current representation of the property.

Habitat would like to construct a 40,000 to 50,000-square-foot warehouse to produce manufactured homes and provide educational and training opportunities for students.

After receiving the presentation, we ask that the Council consider a support letter for Habitat to obtain a grant. A Letter of Intent from Habitat is due at the end of January to be eligible for the OEDIT Workforce Development Program. The application for this grant will be a joint effort with HFH and BOCES. The City is being asked for a letter of support at this stage. If the grant is approved and the project moves forward, the City may be asked to waive fees to support the endeavor.

Staff is in favor of the concept of allowing Habitat for Humanity to build on the site. There are limitations on construction on the property imposed by the DOE. The property can only be rented by the City to another party. (We suggest a lease for \$1.00 per year. A lease and MOU will be required if the project moves forward.) Sale of the land is prohibited and the DOE will not permit digging at the site more than 3 feet deep unless a special permit is obtained.

At the time of publication of this packet, Habitat had not completed the support letter. Once received, we will distribute copies of the letter to Council.

The City Code regulating development in the Energy Innovation Center is attached. Drawings of Phase 2 for the property are also included. A Google map that shows the location of a new solar array is also attached.

Notification Requirements:

N/A

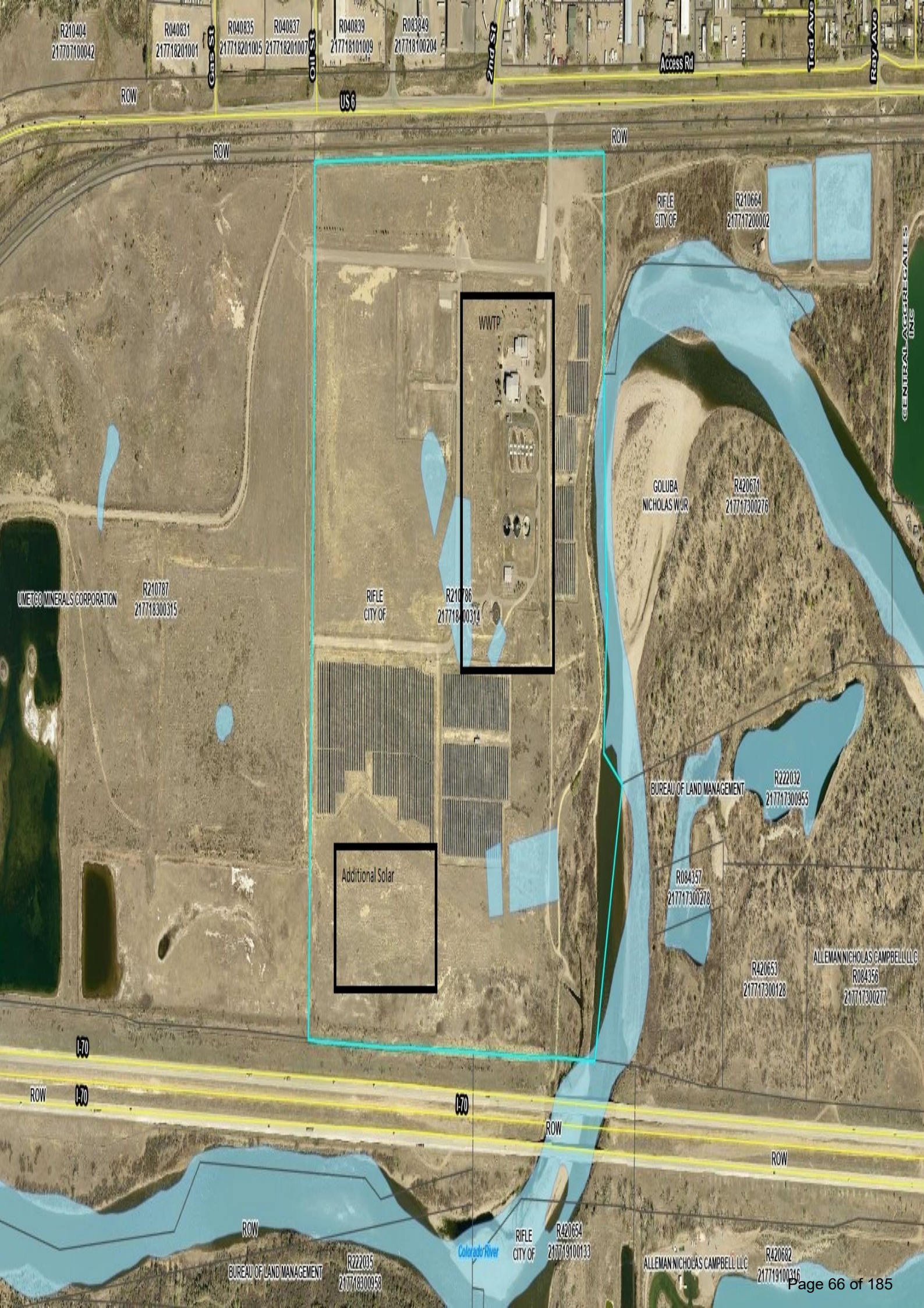
Prepared By:

Tommy Klein, City Manager

Attachments:

1. Google Map

2. Rifle Municipal Code 16-3-540
3. Energy Innovation Center Phase 2._RREDC Nov2014



R210404
217707100042

R040831
217718201001

R040835
217718201005

R040837
217718201007

R040839
217718101009

R083849
217718100204

Access Rd

Red Ave

Ray Ave

ROW

US 6

2nd St

ROW

RIFLE CITY OF

R210664
217717200002

CENTRAL AGGREGATES INC

WWTP

UMETCO MINERALS CORPORATION

R210787
217718300315

RIFLE CITY OF

R210786
217718300314

GOLUBA NICHOLAS WJR

R420671
217717300276

BUREAU OF LAND MANAGEMENT

R222032
217717300955

Additional Solar

R084357
217717300278

R420653
217717300128

ALLEMAN NICHOLAS CAMPBELL LLC
R084356
217717300277

I-70

ROW

I-70

I-70

ROW

ROW

ROW

BUREAU OF LAND MANAGEMENT

R222035
217718300958

Colorado River

RIFLE CITY OF

R420654
217719100133

ALLEMAN NICHOLAS CAMPBELL LLC

R420682
217719100346

- **Sec. 16-3-540. - UMTRA Overlay Zone District.**

- (a) Description. The intent of the UMTRA Overlay Zone District is to set forth the procedures and restrictions governing development on the City-owned East and West UMTRA sites. Due to the presence of residual contaminants on the two (2) UMTRA sites, the City must obtain prior written consent before conducting any operations on either site that will disturb the soil, wetlands or groundwater. Special handling of both soil and groundwater will be required, and the City shall adopt a Materials Handling Plan that details how human health and the environment will be protected during any activities on the sites.
- (b) Uses. The uses permitted on sites within the UMTRA Overlay Zone District will be that of the underlying zone district.
- (c) Restrictions on use of UMTRA sites. The City must comply with the following applicable provisions of the Uranium Mill Tailings Radiation Control Act (UMTRCA), 42 U.S.C. § 7901, et seq., as amended:

(1) Groundwater from the site shall not be used for any purpose, nor shall anyone construct wells or any means of exposing groundwater to the surface unless prior written approval for such use is given by the Colorado Department of Public Health and Environment (CDPHE) and the U.S. Department of Energy (DOE).

(2) The land shall not be sold or transferred to anyone other than a governmental entity within the State.

(3) Any sale or transfer of the property described in this deed shall have prior written approval from the CDPHE and the DOE, and any deed or other document created for such sale or transfer and any subsequent sale or transfer will include information stating that the property was once used as a uranium milling site and all other information regarding the extent of residual radioactive materials removed from the property as required by Section 104(d) of UMTRCA, 42 U.S.C. § 7014(d), and as set forth in the Annotation attached hereto.

(4) Construction and/or excavation or soil removal of any kind shall not occur on the property without permission from the CDPHE and DOE unless prior written approval of construction plans (e.g., facilities type and location) is given by the CDPHE and DOE.

(5) Any habitable structures constructed on the property shall employ a radon ventilation system or other radon mitigation measures.

(6) Use of the UMTRA sites shall not adversely impact groundwater quality nor interfere in any way with groundwater remediation under UMTRCA Section 104(e)(1)(c), 42 U.S.C. § 7914 (e)(1)(C).

(d) Procedure. The following are the City's standard operating procedures for conducting activities within the UMTRA Overlay Zone District:

(1) The City shall install and maintain a sign at the entrance of both UMTRA sites stating: "Any excavation of material or exposure of groundwater on this Property must be approved by the City of Rifle, Colorado Department of Public Health and Environment and U.S. Department of Energy."

(2) When a use is proposed for an UMTRA site, City staff will review the project with the Planning Director. The Planning Director will review the GIS maps and identify the special procedures that must be followed. Staff shall also hold preliminary discussions with the DOE and CDPHE to identify any preliminary issues about the use of the property for the proposed project and further define the project for City Council approval of contracts for design and plan preparation.

(3) Staff shall hire consulting engineers or work with the developer's engineers to refine the design of the development project and to identify and obtain other permits or approvals necessary for the project (e.g., USACE permitting, storm water permits, site plan application, etc.).

(4) Staff shall develop a letter of request, including a project description (detailing building footprints, location, depth of bury, radon mitigation system design), and applicable maps and drawings, for approval of the defined project by the CDPHE and DOE. The City Attorney shall review the letter to ensure compliance with deed restrictions and environmental covenants prior to submission to the DOE and CDPHE.

(5) Upon written approval by both the DOE and CDPHE and approval of the site plan by the Planning Department, the City Council shall authorize issuance of a notice to proceed with construction and the execution of the construction contract. The project will then be eligible for issuance of a building permit.

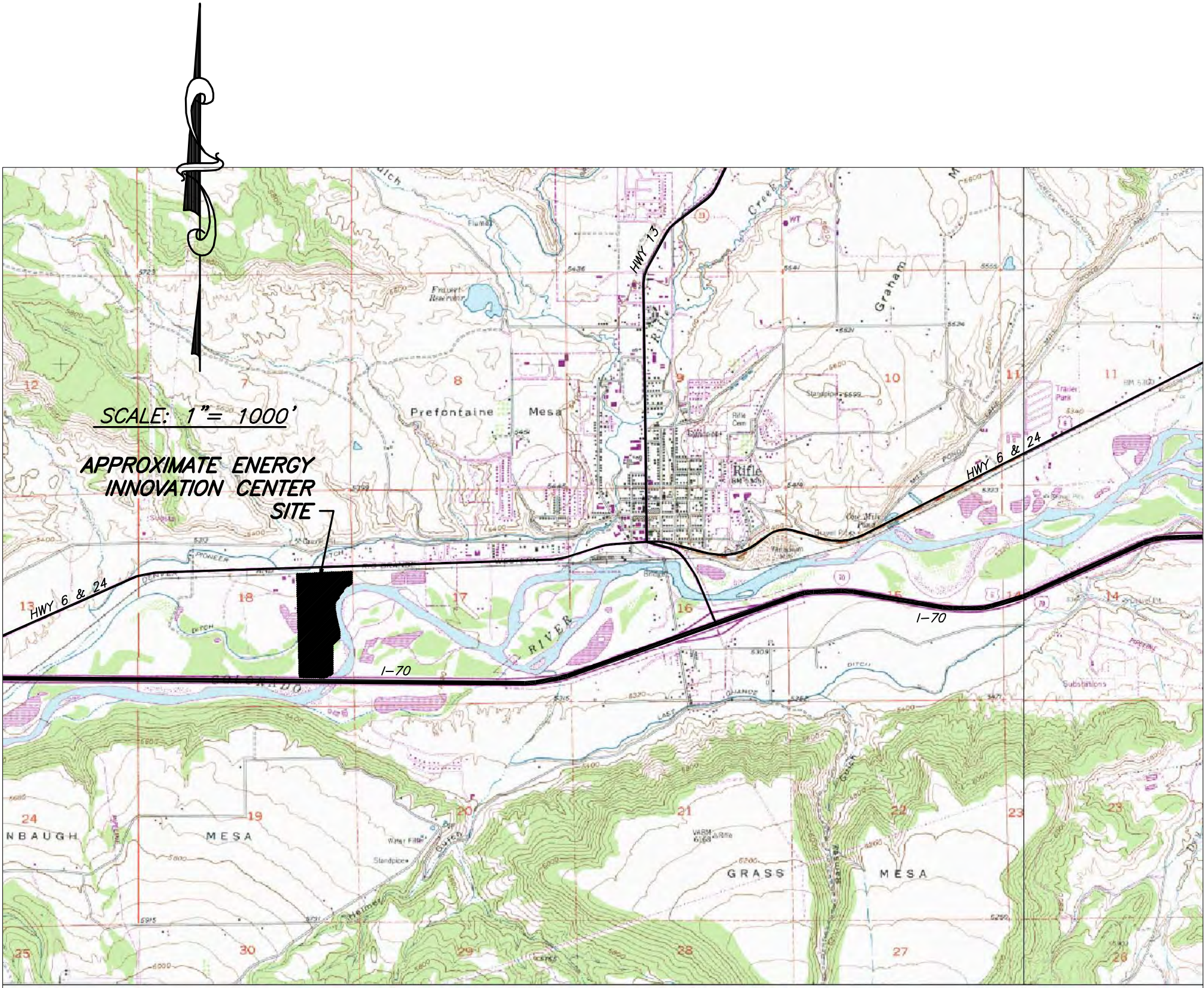
(6) Appropriate training shall be provided to ensure that all project personnel are aware of the contaminants on site, restrictive covenants and the requirements of the Materials Handling Plan. The City shall periodically inspect the site to confirm compliance with all Code requirements.

(7) Upon completion of the project, the developer shall submit a completion report to the CDPHE containing a construction summary and identifying any deviations from the original proposal. The completion report shall also document compliance with the Materials Handling Plan and detail the final disposal and disposition of any uranium mill tailings encountered on the site.

(8) The City Manager shall annually inform all City department heads of these standard operating procedures, deed restrictions and environmental covenants affecting the UMTRA sites. (Ord. 9 §2, 2008)

CITY OF RIFLE

ENERGY INNOVATION CENTER DEVELOPMENT – PHASE 2



VICINITY MAP

City Manager: JOHN HIER
Mayor: JAY MILLER
Utilities Director: DICK DEUSSEN, PE
City Engineer: RICK BARTH, PE
Planning Director: MATT STURGEON

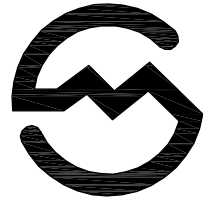
PLANS PREPARED FOR
CITY OF RIFLE



202 RAILROAD AVE, RIFLE CO 81650 (970) 625-2121

PLANS PREPARED BY
SCHMUESER GORDON MEYER INC.

118 W. 6TH ST., SUITE 200
GLENWOOD SPRINGS, COLORADO
81601 (970) 945-1004



PROJECT MANAGER:

JEFFEREY S. SIMONSON, P.E. 26152

PLAN SET DATE
AUGUST 10, 2012

INDEX OF SHEETS

SHEET	DESCRIPTION
—	COVER SHEET
C1	SITE LAYOUT
C2	DIMENSION PLAN
C3	GRADING/DRAINAGE PLAN
C4	ROAD A PLAN AND PROFILE
C5	ROAD B PLAN AND PROFILE
C6	ROAD B PLAN AND PROFILE
C7	UTILITY PLAN AND PROFILES
C8	DETAIL SHEET
C9	DETAIL SHEET
C10	DETAIL SHEET

DESIGN / RECORD ENGINEER:

BY: _____ DATE: _____

(seal)

REVIEWED BY:

CITY OF RIFLE – PUBLIC WORKS (STREETS, STORM DRAIN, GRADING, EROSION CONTROL)

BY: _____ DATE: _____

CITY OF RIFLE – PLANNING (ZONING, LANDSCAPE)

BY: _____ DATE: _____

CITY OF RIFLE – UTILITIES (WATER, WASTEWATER)

BY: _____ DATE: _____

CITY OF RIFLE – FIRE DISTRICT

BY: _____ DATE: _____

CITY OF RIFLE – PARKS DEPARTMENT

BY: _____ DATE: _____

These plans are for review of public improvements, and certain private improvements which, pursuant to the City's Municipal Code, affect overall public health, welfare and safety associated with development of the property shown herein.

The City of Rifle plan review constitutes general compliance with the City's Development Standards and Public Works Standards, subject to these plans being stamped, signed, and dated by the Design/Record Engineer. Review by the City does not constitute approval of the plan design. Errors or omissions in the design or calculations remain the responsibility of the Design/Record Engineer and Developer.

These plans shall expire one year after the date signed by Public Works.

NUM-BER	REVISION	DATE	BY	Job No.	99055F
1	ADDED CONTOURS AND DETAILS	8/22/12	JEP	Drawn by:	BJB/JEP
				Date:	8/10/2012
				QC:	JS
				PE:	JS
				File:	COVER SHEET

COVER SHEET

OF

LEGEND OF SYMBOLS

- NEW 8" PVC C900 CLASS 235 WATER LINE
- NEW 1" TYPE K COPPER WATER SERVICE LINE
- NEW 12" PVC SDR 35 SEWER MAIN
- NEW 4" PVC SDR 35 SEWER SERVICE
- NEW 4" PVC C900 CLASS 235 SEWER FORCE MAIN
- SCHEMATIC OF TELEPHONE LINE LOCATION
- SCHEMATIC OF UNDERGROUND PRIMARY ELECTRIC
- SCHEMATIC OF GAS LINE LOCATION

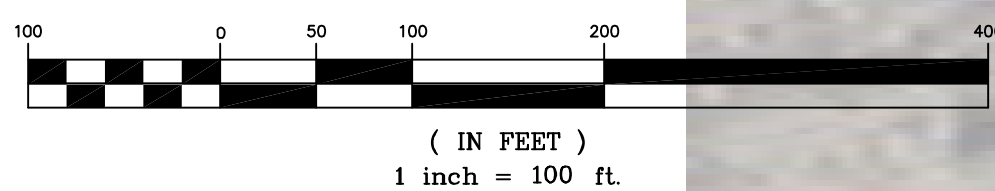
- PROPOSED FIRE HYDRANT
- PROPOSED GATE VALVE
- PROPOSED 4 FT. DIAM. SEWER MANHOLE

- NO DISTURBANCE AREA (NO DIGGING)
- LOCATION OF MILL TAILINGS PILE (NOW RECLAIMED)

- PERIMETER OF OLD PONDS (NOW RECLAIMED)

- PROPOSED LEASED LOT LINES
- RWWRF FENCE LINE AROUND FACILITY

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

Environmental Covenants and Conditions from DOE/CDPHE shall be observed during construction on this site. Conditions include:

- Trenching requirements include that the "last dirt out is the first dirt in"
- Backfill placed by DOE across the site shall not be disturbed beyond what is shown on the drawings.
- All soils will stay on site.
- Groundwater will not be impacted.
- Existing wells will be protected during construction and not removed without consent of the City of Rifle or the Department of Energy.
- Should unique soils be encountered during utility placement, work shall cease and the City's construction inspector shall be contacted immediately for review and coordination with Engineer, DOE and CDPHE.

RELEASED
FOR
BID
7-17-12



SCHMUESER | GORDON | MEYER
ENGINEERS | SURVEYORS

SCHMUESER GORDON MEYER
118 W. 6TH STREET, SUITE 200
GLENWOOD SPRINGS, COLORADO 81601
(970) 945-1004 FAX (970) 945-5948
ASPEN, COLORADO (970) 925-6727
CRESTED BUTTE, CO (970) 349-5355

CITY OF RIFLE Phase 2
ENERGY INNOVATION CENTER

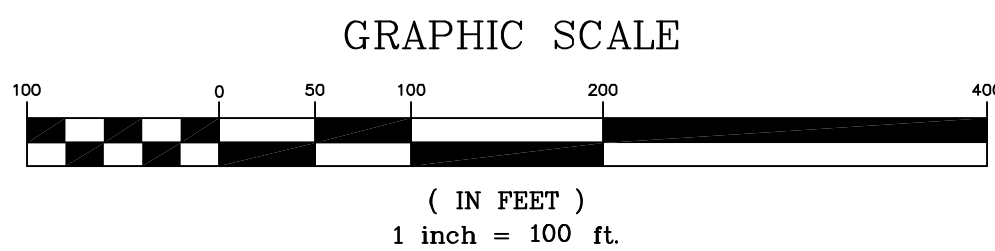
NUM- BER	REVISION	DATE	BY
1	ADDED CONTOURS AND DETAILS	8/22/12	JEP

PROPOSED
SITE LAYOUT

Job No. 99055F
Drawn by: JUL/JEP
Date: 8/7/2012
QC: JS PE: JS
File:

C1
OF 10

A:\1998\19980501 Energy Park\Colorado\INCS\Energy Innovation Center Phase 2\CD\DWG\Adding Saved: Wed, 22 Aug 2012 1:12pm Plotted: Wed, 22 Aug 2012 1:22pm jpartch



RELEASED
FOR
BID
7-17-12



SCHMUESER GORDON MEYER
118 W. 6TH STREET, SUITE 200
GLENWOOD SPRINGS, COLORADO 81601
(970) 945-1004 FAX (970) 945-5948
ASPEN, COLORADO (970) 925-6727
CRESTED BUTTE, CO (970) 349-5355

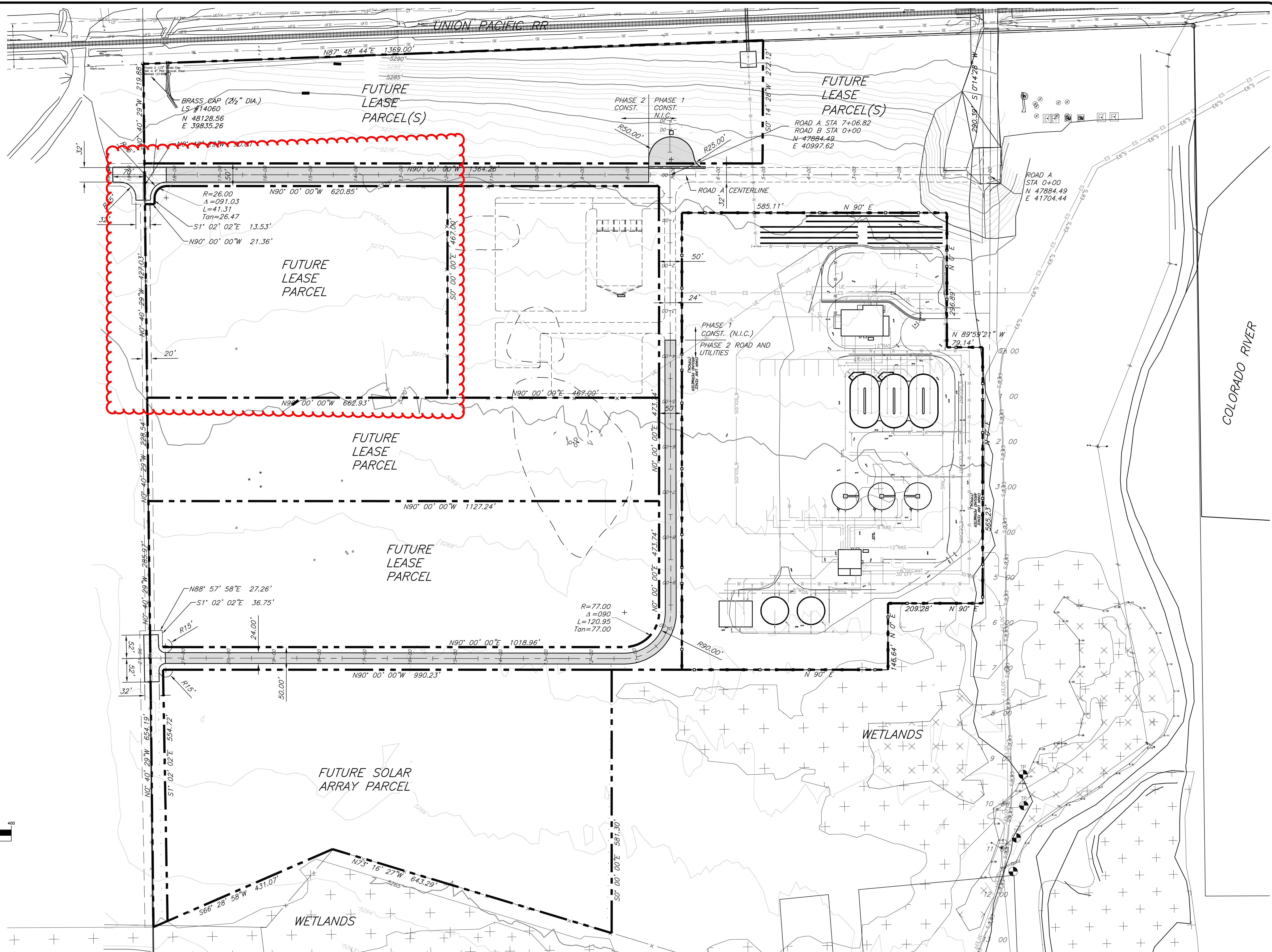
CITY OF RIFLE Phase 2 ENERGY INNOVATION CENTER

NUM- BER	REVISION	DATE	BY
1	ADDED CONTOURS AND DETAILS	8/22/12	JEP

DIMENSION AND LEASE PARCEL PLAN

Job No.	99055F
Drawn by:	JUL/JEP
Date:	8/10/2012
QC: JS	PE: JS
File:	

C2
OF 10





Agenda Item #7.d.

Agenda Item Name:

Receive Presentation from Middle Colorado Watershed Council and Consider Signing a Letter of Support

Presenter:

Paula Stepp

Item Description:

Receive a presentation from the Middle Colorado Watershed Council and consider signing a letter of support

Recommended Action:

Staff recommends authorizing the Mayor to sign the support letter.

Fiscal Impact:

The group may ask for \$1,000.00 this year. Specific amounts for future requests are not known.

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Please see the Executive Summary.

Executive Summary:

Paula Stepp is the Executive Director of the Middle Colorado Watershed Council. Ms. Stepp will present information on the Middle Colorado Wildfire Ready Collaborative. The group will "identify, prioritize and implement wildfire mitigation work on a landscape scale across jurisdictional boundaries to create [fire-resilient] communities." By assigning resources to wildfire mitigation, we also protect our waterways. Multiple agencies are supporting this effort, including the Bureau of Land Management, the United States Forest Service, Colorado Parks and Wildlife, the Town of New Castle, and Colorado River Fire Rescue.

The Middle Colorado Wildfire Ready Collaborative asks that we sign a letter of support for a grant application. The grant is administered by the Colorado Basin Roundtable and the Colorado Water Conservation Board.

Notification Requirements:

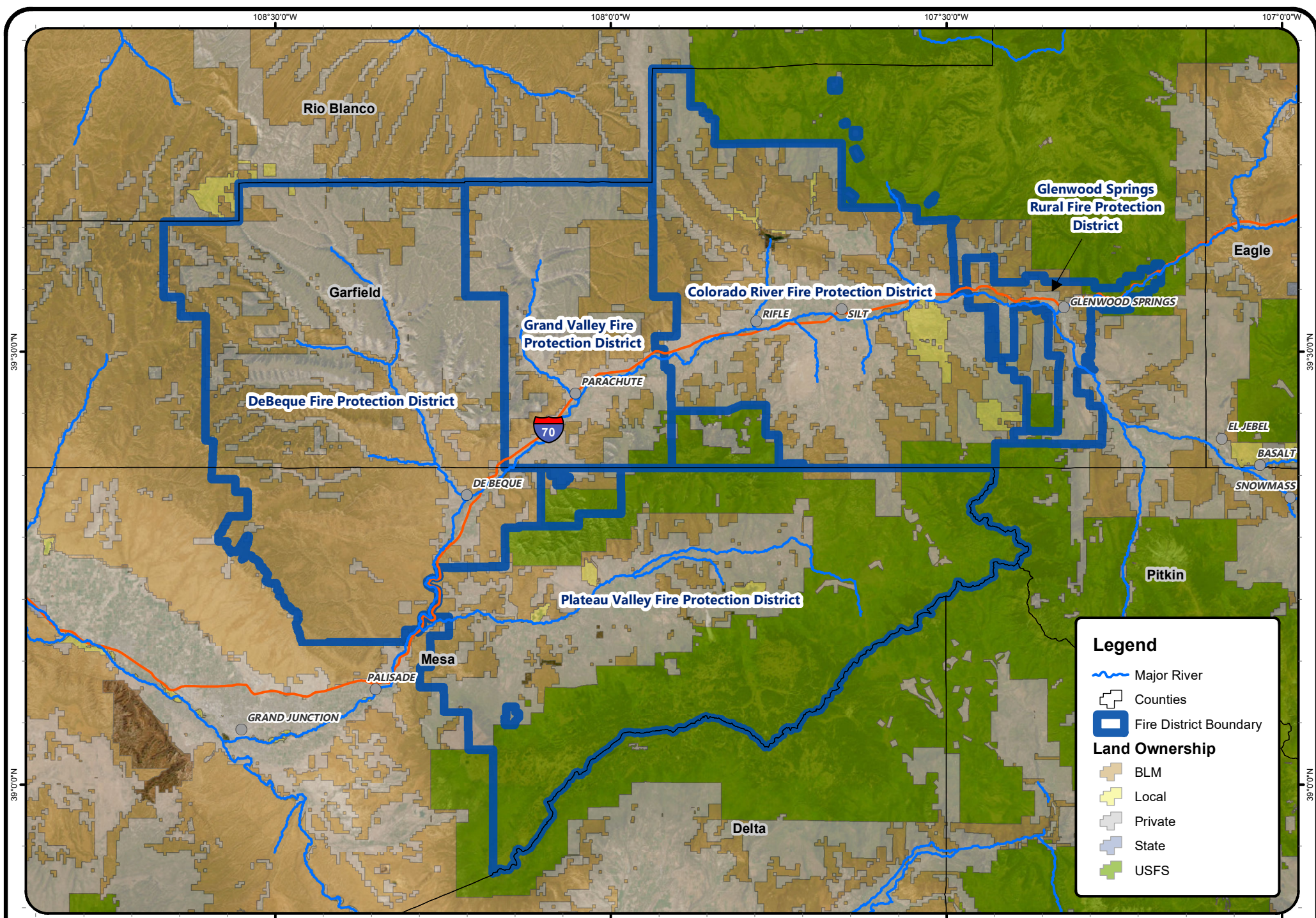
None

Prepared By:

Tommy Klein, City Manager

Attachments:

1. FireDistrictsMap-LandOwnership
2. 2022_12_12_Wildfire_Mitigation_Coordination BOCC presentation update for 2023
3. MCWC Letter of Support



Middle Colorado Wildfire Ready Collaborative



MCWC
Middle Colorado
Watershed Council



Bookcliff, Mount Sopris & South Side
Conservation Districts



Photos courtesy of CDOT

Goals: Develop *Wildfire Ready Action Plan* with Watershed Stakeholders

- ❑ Develop a collaborative that can plan and complete projects to reduce wildfire impacts and post-fire challenges.
- ❑ Share experiences — serve as the foundation for moving forward together.
- ❑ Scheduling monthly meetings to coordinate projects and mitigation efforts.
- ❑ Pursue project funding through state and federal resources



Focus

- ▣ Gather Letters of Support from Stakeholders
- ▣ Form subcommittees
- ▣ Map values at risk for each stakeholder
- ▣ Document the history of efforts
- ▣ Plan for mitigation projects
- ▣ Develop Wildfire Ready Action Plan
- ▣ Find funding
- ▣ Develop an MOU between stakeholders



Community Collaboration

- Wildfires do not recognize jurisdictional lines.
- The Collaborative consists of local, county, state and federal agencies involved in wildfire mitigation and management in the Middle Colorado corridor along with land owner associations, businesses and non-profits.
- The collaborative will identify, prioritize and implement wildfire mitigation work on a landscape scale across jurisdictional boundaries to create fire resilient communities.
- Working together through the collaborative improves communication and coordination and provides better leverage for outside grants and funding.
- Community engagement and inclusion is a priority for the collaborative to empower all people to take action to reduce wildfire risk in their communities, to protect people, property, and places from wildfire loss.
- The agencies involved will develop an MOU to establish the group as an informal, unincorporated collaborative organization in which the members set mutual goals and priorities and align decisions about where to make the investments needed to most effectively mitigate wildfire risk.
- The MOU recognizes the differences in missions, goals, and objectives of the various organizations while identifying a set of common goals.

Shared outline by the Roaring Fork Wild Fire Collaborative to consider for Middle Colorado group.

Contact Information

Middle Colorado Watershed Council

Paula Stepp
Executive Director
pstepp@midcowatershed.org
970-404-0162

Please visit our website: www.midcowatershed.org
Follow us on social media: @midcowatershed

SGM, Inc.

Andrew Straub-Heidke
andrewsh@sgm-inc.com
970-880-9507
Angie Fowler
angief@sgm-inc.com
970-384-9027



January 11, 2023

Colorado Water Conservation Board
Attn: Chris Sturm
1313 Sherman St Room 271
Denver CO 80203

RE: Middle Colorado Watershed Council application to the CWCB for a Wildfire Ready Action Plan grant

Dear Mr. Sturm,

This letter is to express support from the City of Rifle for the Middle Colorado Watershed Council's efforts to secure grant funding to develop a Wildfire Ready Action Plan in coordination with Middle Colorado watershed stakeholders.

The Middle Colorado Watershed Council has been working on post fire restoration efforts for the last two years following the Grizzly Creek and Pine Gulch fires in 2020. This experience and cost have led to consideration of tackling wildfire problems before they occur. By pulling together stakeholders from the Middle Colorado River watershed, MCWC will coordinate efforts with stakeholders to now define and organize overlapping zones of pre-wildfire mitigation work and determine values at risk for wildfire and post wildfire hazards and impacts.

Initial outreach to the Bureau of Land Management (BLM), the US Forest Service (USFS) and Colorado State Forest Service, Colorado Parks and Wildlife (CPW), Natural Resources Conservation Services (NRCS), the five fire district chiefs in the vicinity, the municipalities on the river corridor, private landowners, conservancy and conservation districts and other interested parties has resulted in a coordinated desire to develop and implement a regional strategy for mapping and implementing a wildfire strategy. Working together provides a better opportunity to limit impacts of wildfire and post wildfire events on the values at risk in our area and watershed.

As one of the interested parties in this collaboration to protect our watershed from the eminent danger and impact of wildfire and the detrimental post fire flooding, erosion and debris flow, we support MCWC's efforts to pursue funding to coordinate and manage a wildfire-ready plan. Please consider their request for funding to initiate and implement this program.

Sincerely,

Mayor Ed Green
City of Rifle



Agenda Item #8.a.

Agenda Item Name:

Consider Annexation and Zoning for Lot 4/5 of the Lacy Subdivison - Maverik Annexation

Presenter:

Patrick Waller, Planning Director

Item Description:

Annexation Request for property at West Rifle Interchange

Recommended Action:

Please see individual ordinance actions

Fiscal Impact:

The proposed gas station project will generate sales tax revenue for the City.

Operational Impact:

The property will be served by City of Rifle water. Police service will also need to be provided by the City. The application was reviewed by the Police Chief, who did not identify any issues.

Prior Board Motions:

None

Background Information:

The City of Rifle provides water service to the West Rifle interchange area. Vehicle access is via CDOT frontage road. No sewer is provided in the area, the applicant is proposing an onsite wastewater treatment system to address wastewater.

Executive Summary:

Planning Commission recommended approval of the annexation and zoning request.

Notification Requirements:

Notice required by State Statute and Rifle Municipal Code.

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. CC Staff Report and Exhibits - Maverik Annexation - SEC I-70 and Hwy 6 & 24

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Geir Sverdrup, Senior Planner
DATE: January 4, 2023
SUBJECT: Maverik Annexation
LOCATION: SEC I-70 & Hwy 6 & 24
CASE #: Annexation 2022-042
ORDINANCE #1 & #2 Series 2023
APPLICANT: Western Slope Recycling, LLC

REQUEST

The applicant seeks annexation and zoning of 11.347 acres into the City of Rifle. The applicant requests that property be zoned TC (Tourist Commercial) for development of a Maverik Gas Station and Convenience Store. See the maps included in the packet.

Vicinity Map



DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



LOCATION:

The property is located directly south and east of the intersection of Interstate 70 and Highway 6 & 24, both of which are CDOT Rights of Way. The Colorado River runs along the eastern and southern property lines. The Denver & Rio Grande Western Railroad, owned and operated by Union Pacific Railroad also follows the eastern and southern property lines.

ANNEXATION PROCESS

Annexation and zoning is the City's opportunity to ensure that proposed land uses and zoning standards are aligned with the City's vision for the area as described in the Comprehensive Plan and the neighborhood criteria of the Rifle Municipal Code.

State annexation laws and the Rifle Municipal Code give the Planning Commission and City Council a large amount of discretion to approve, deny, or modify a proposal for annexation based on the proposal's conformance with the City's vision of the property in question. City Council may also table the proposal if more information is needed.

Once a property has been annexed and zoned, all future uses of the property follow the standards of the applicable zone district and any special provisions included in the annexation agreement. Due to the nature of this project, there is no annexation agreement proposed.

CURRENT LAND USES

There are currently no buildings on the property. The existing access road is improved with asphalt approach then a gravel road with a guardrail, but no curb and gutter.

ACCESS AND STREETS

The property is accessible from Hwy 6 & 24. No other access is available to the site. The applicant's traffic engineer is actively working with CDOT to secure the required State Highway Access Permit.

WATER AND WASTEWATER

The property will be served by a water main running along the south side of Hwy 6 & 24 currently serving the Rifle Supercenter Minor Subdivision and the Lacy Park Subdivision. Sewer is not available and the site will utilize an Onsite Wastewater Treatment System until such time as sewer becomes available.

FLOODPLAIN

The property does not lie within the 100-year floodplain. It is, however designated as a Flood Hazard Zone.

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490

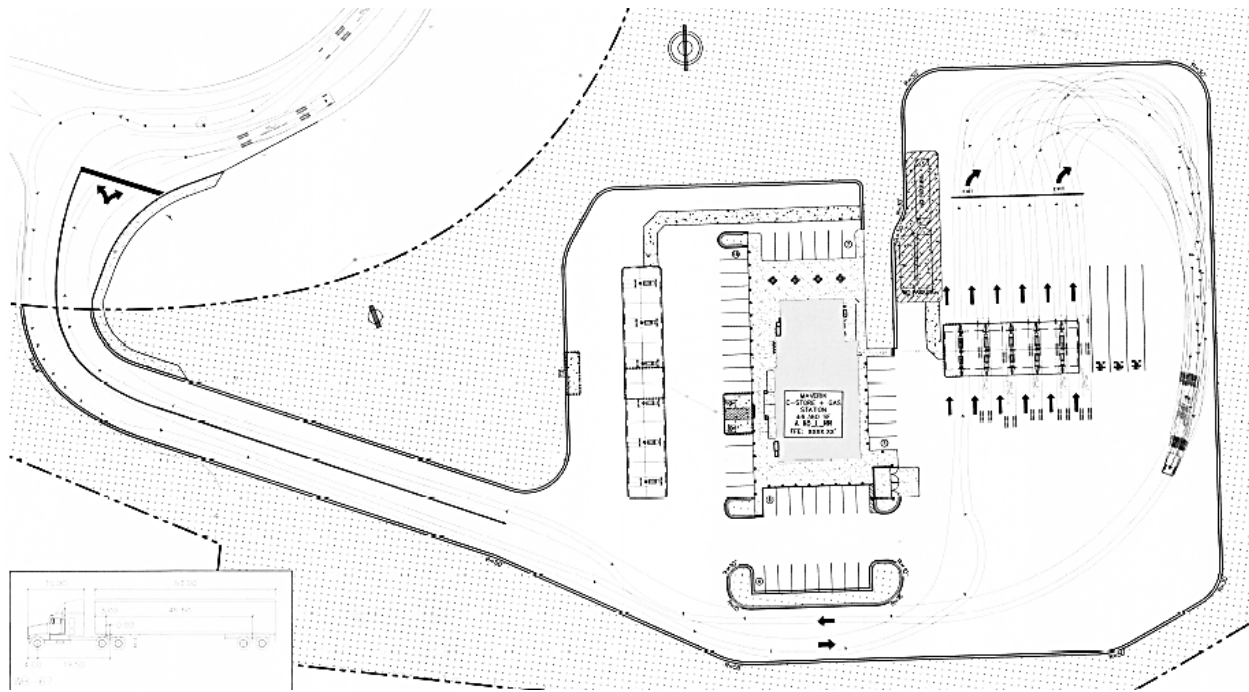


COMPREHENSIVE PLAN

The Comprehensive Plan designates this area as Industrial. The Industrial (IND) land use is intended to provide a location for employment opportunities such as manufacturing, warehousing and distributing, oil and gas production facilities; indoor and outdoor storage and a wide range of commercial and industrial operations. The proposed use of the parcel as a gas station and convenience center meets the intent of this designation. The proposed use would be an appropriate use at this location, keeping interstate truck traffic and regional traffic away from Rifle's core areas. The Comprehensive Plan also designates this area as a Tier 1: Priority Growth Area.

The property is located within the Lacy Park Subdivision, lots 4 & 5, that was approved under Garfield County jurisdiction. The property is zoned Resource Land in Garfield County and has no obvious previous use. Properties within the surrounding vicinity also include Industrial uses and there are no residences in close proximity to the parcel. To the west, parcels are currently developed with an industrial building and have outdoor storage of concrete pipe as well as piles of aggregate and soil. Parcels immediately north and northwest are CDOT Rights of Way for Interstate 70 and Hwy 6 & 24. The southeast property line is bounded by the Union Pacific Railroad and the Colorado River.

PROPOSED CONCEPT SITE PLAN



The proposed concept site plan shows the layout of the truck stop and convenience center with access off of Hwy 6 & 24. The application was referred to CDOT, who expects that the applicant will receive their access permit within the next 45-60 days. The truck stop is configured so that tractor/trailer rigs will utilize the eastern half of the site for fueling and rest areas. The western half will be utilized for non-commercial vehicles. The convenience center will be located in the

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



center of the parcel. Non-commercial customers will utilize the convenience store from the west side and tractor/trailer customers from the east side. The convenience center will offer standard convenience store fare, restroom facilities, grab and go foods, etc. Two (2) monument signs are proposed which exceed R.M.C. requirements for height and area. A sign package that meets City requirements will be required as a part of the building permit process. The facility will operate on an Onsite Wastewater Treatment System as no sewer lines are or will be available for the foreseeable future. The system is located on the far eastern portion of the site past the tractor/trailer areas and will be regulated by CDPHE.

REFERRAL COMMENTS

The following agencies responded with comments on the application:

Mountain Cross Engineering, Inc.

- The Flood Hazard Zone should be identified on the ALTA map.

Garfield County Community Development

- Anything over 10 acres will need either an annexation impact report or a request for a waiver from that requirement.
- *Garfield County Board of County Commissioners granted the waiver on December 12, 2022 at the request of City staff.*

Garfield County Public Health

- In a letter dated October 18, 2022, the Environmental Health Manager noted comments on Wastewater, Retail Food Establishments, Hazardous Material and Waste, and Outdoor Air Quality. The comments provided are advisory for the time of building permit and the subsequent operation of the proposed truck stop. The applicant has received a copy of this letter and has already contacted CDPHE. A copy of this letter is attached.

City of Rifle Utilities, Public Works, GIS, Engineering, Police Department, and Colorado River Fire Rescue had no exceptions or comments on the annexation request.

No response was received from the following agencies - Xcel Energy, Army Corps of Engineers.

STAFF COMMENTS

Concept Site Plan issues

- Staff noted that both the proposed highway monument sign and the entry monument sign shown in the concept sign package exceed the R.M.C. requirements in height and sign area. A sign package will be reviewed at site plan/building permit stage.

FINDINGS

Pursuant to Section 16-5-360, the Commission shall consider the following criteria before recommending an approval of an annexation to City Council (***staff comments shown in bold italics***):

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

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



The proposal conforms to the Rifle Municipal Code with the exception of the proposed sign package.

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

A truck stop and convenience center will complement the character of the area.

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

A truck stop and convenience center is a desirable use at this location.

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

As mentioned in the Garfield County Public Health letter, the applicant will be required to follow County Health or CDPHE requirements for the proposed use. Therefore staff does not foresee future negative impacts.

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

The Comprehensive Plan identifies this area as suitable for industrial operations and a wide range of commercial uses. The site is also located in a Tier 1: Priority Growth Area.

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

There are no existing residential properties in the immediate area. The contemplated uses will improve property values once built and in operation.

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

No issues were noted as a part of the annexation submittal.

PLANNING COMMISSION

The Planning and Zoning Commission reviewed this request at their December 13, 2022 meeting. There was no one appearing in opposition to the request. The Commission had a few questions regarding the length of trucks staying on-site, shower facilities and the potential availability of electrical hook-up for next generation EV trucks. Planning Commission recommended approval of the application to City Council.

RECOMMENDATION

The Planning and Zoning Commission recommends APPROVAL of ANNEXATION 2022-042 with the requested Tourist Commercial (TC) zoning as discussed in this report with the following conditions:

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

DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



2. The facility shall be operated in accordance with all applicable Federal, State, and local regulations governing the operation of this type of facility.
3. Sign Permit application shall be submitted and approved by staff or applicant shall apply for a variance from R.M.C. Chapter 16, Article VII, Sign Code.
4. Applicant shall meet all Rifle Municipal Code and Colorado State Statute requirements for the operation of the Onsite Wastewater Treatment System, connection to sanitary sewer systems and decommissioning of the Onsite Wastewater Treatment System when required.



DEPARTMENT OF PLANNING & DEVELOPMENT

202 Railroad Avenue, Rifle, CO 81650

Phone: 970-665-6490



195 W. 14th Street
Rifle, CO 81650
(970) 625-5200

2014 Blake Avenue
Glenwood Springs, CO 81601
(970) 945-6614

City of Rifle, Department of Planning and Development
202 Railroad Avenue
Rifle, CO 81650
Attn: Geir Sverdrup

RE: Annexation of Maverik Project located SEC I-70 & Hwy 6

October 18, 2022

To Geir Sverdrup,

I have reviewed the application for the Annexation of Maverik Project located SEC I-70 & Hwy 6 Subdivision and have the following comments:

1. Wastewater: If the wastewater flows are greater than 2,000 gpd, then the design and application for onsite wastewater would be addressed by the Colorado Department of Public Health and Environment via <https://cdphe.colorado.gov/design>. Garfield County reviews and issues permits for domestic wastewater discharged from a building only if the flows are 2,000 gpd or less. Prior to installing, altering, or repairing a system, the applicant must obtain a permit with CDPHE.
 - a. If a truck wash is proposed for the property that would be addressed by EPA Region 8 in Denver. The contact for EPA is Omar Sierra-Lopez via email at sierra-lopez.omar@epa.gov or by phone at 303-312-7045.
2. Retail Food Establishments: To operate a restaurant or grocery store in Garfield County, you must become licensed as a retail food establishment by the Garfield County Public Health Department. First step is to complete a [restaurant plan review application](#). For more information, please email consumerprotection@garfield-county.com or call 970-625-5200 ext. 8130.
3. Hazardous Materials and Waste: The proposed operations on this property could produce waste that, improperly disposed of, have the potential to negatively affect ground and surface water supplies. Proper handling of these materials is of utmost importance given the proximity to the Colorado River. Waste oil and other automobile fluids should be stored so that they do not leak and are not allowed contact with bare soil.
4. Outdoor Air Quality: It is suggested that the applicant considers truck stop electrification to support truck drivers' rest-period needs, reduction of vehicle engine idling, and the prevention of air pollution.

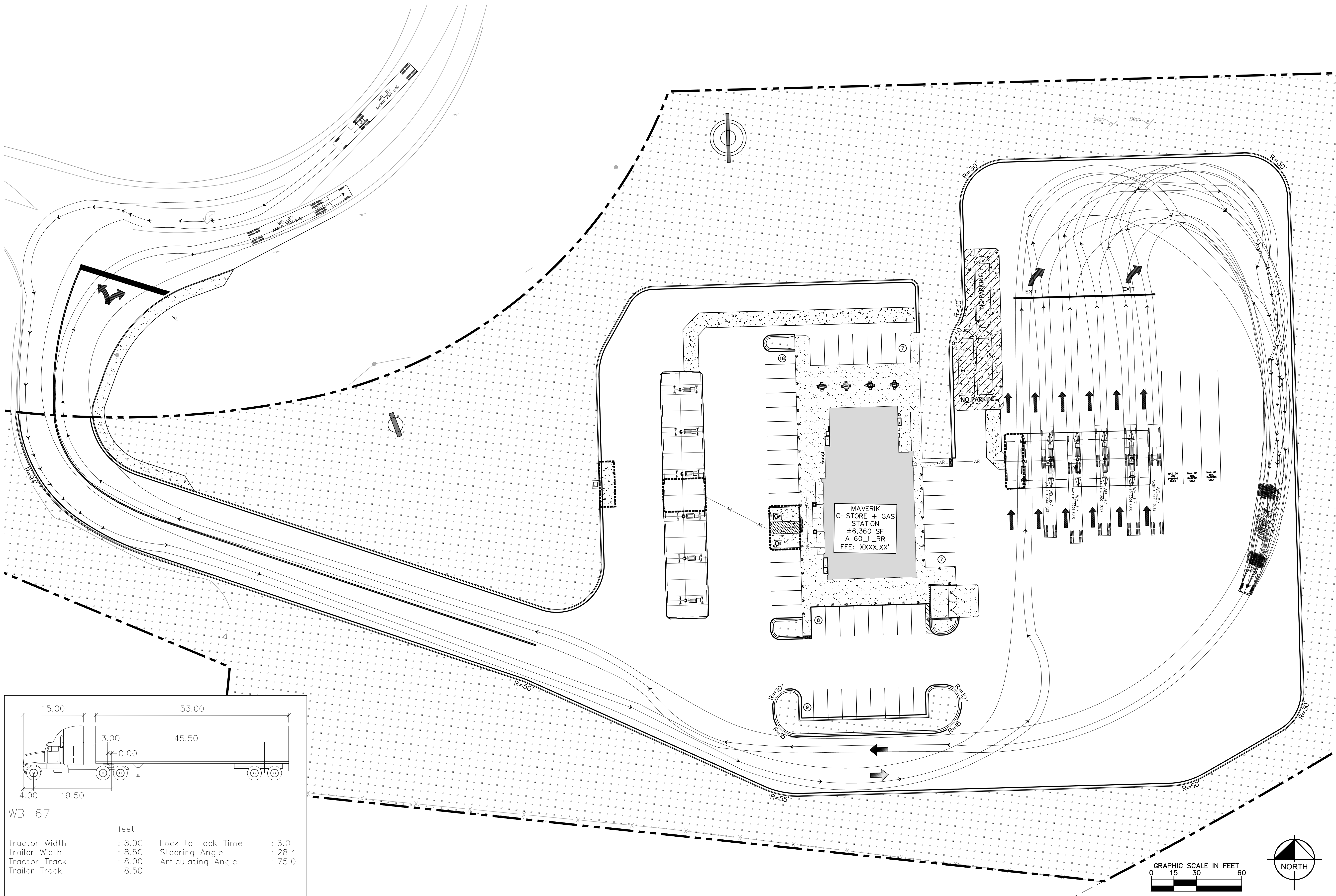
Thank you,

A handwritten signature in black ink, appearing to read "Jannette Whitcomb".

Jannette Whitcomb, REHS
Environmental Health Manager
Garfield County Public Health
(970) 665-6373
jwhitcomb@garfield-county.com

Garfield County Public Health Department – working to promote health and prevent disease

k:\den_civil\096830015_maverik_rifle_(west)_co\CADD\plansheets\096830015_SP.dwg Greenhut, Jonathan 9/6/2022 9:52 AM
THIS DOCUMENT, INCLUDING THE CONCEPTS AND DESIGNS PRESENTED HEREIN, IS AN INSTRUMENT OF SERVICE. IT IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND GENT FOR WHICH IT WAS PREPARED. NOISE OF AND NEITHER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.



15.00

53.00

3.00

45.50

4.00

19.50

0.00

WB-67

feet

Tractor Width : 8.00

Tractor Width : 8.50

Tractor Track : 8.00

Tractor Track : 8.50

Lock to Lock Time : 6.0

Steering Angle : 28.4

Articulating Angle : 75.0

MAVERIK RIFLE STORE CO-0378

CITY OF RIFLE, I-70 & HWY 6

TRUCK TURN EXHIBIT

PRELIMINARY

FOR REVIEW ONLY

NOT FOR CONSTRUCTION

Kimley»Horn

Kimley-Horn and Associates, Inc.

PROJECT NO.

096830015

DRAWING NAME

096830015_SP

C1.1

Kimley»Horn

2022 KIMLEY-HORN AND ASSOCIATES, INC.

4582 South Ulster Street, Suite 1500

Denver, Colorado 80237 (303) 228-2300

DESIGNED BY: JC

DRAWN BY: JZ

CHECKED BY: BC

DATE: 9/6/2022

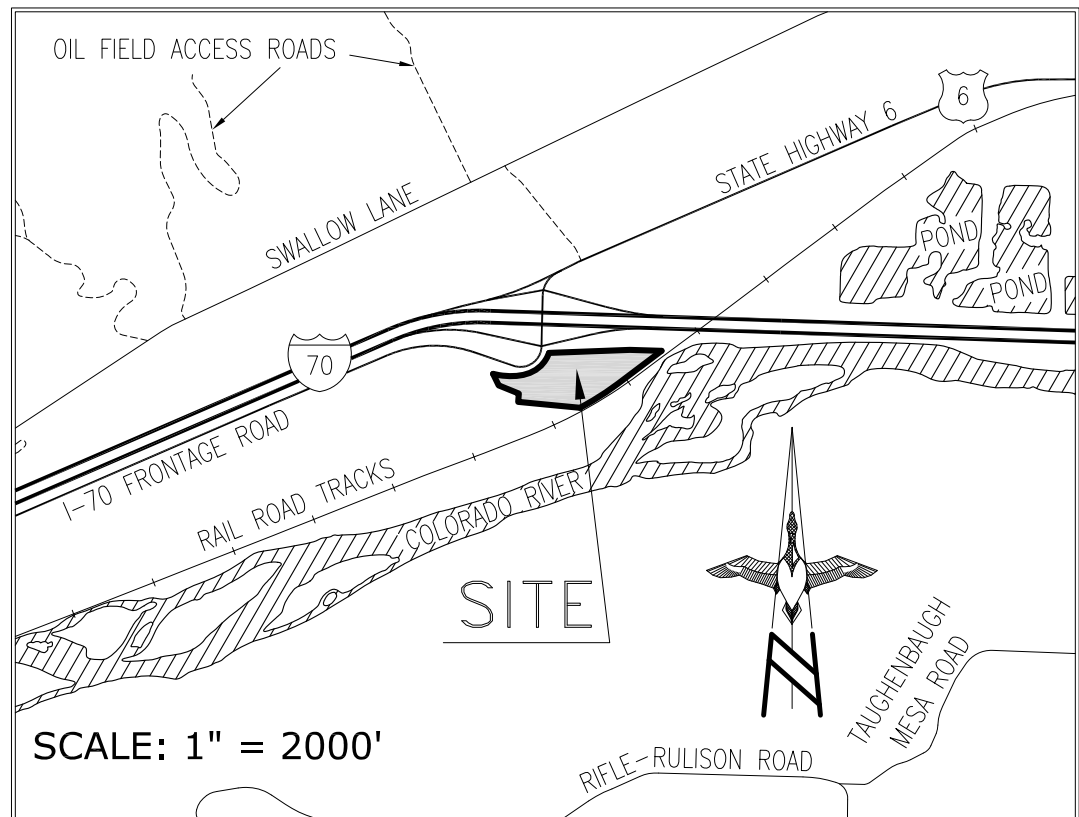
NO.	REVISION	BY	DATE	APPR

Page 92 of 185

MAVERIK 4/5 ANNEXATION MAP

LOT 4/5 AMENDED PLAT CONSOLIDATED LOTS 4 & 5 LACY PARK SUBDIVISION, BEING A PORTION OF THE SW 1/4 OF SECTION 13 AND A PORTION OF THE NW 1/4 OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 94 WEST OF THE 6TH PRINCIPAL MERIDIAN, IN THE COUNTY OF GARFIELD, STATE OF COLORADO

SHEET 1 OF 1

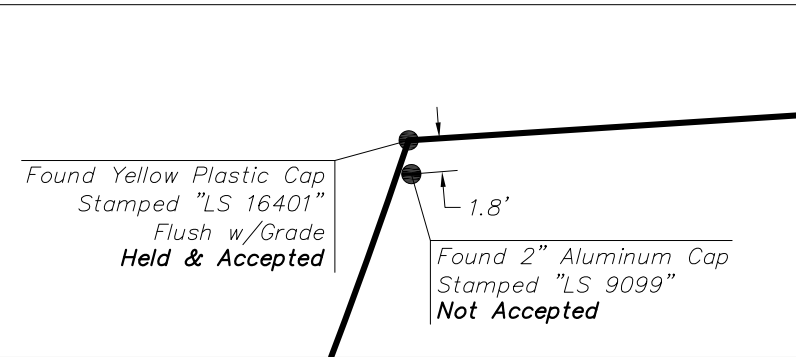


VICINITY MAP

INTERSTATE HIGHWAY 70
(PUBLIC RIGHT-OF-WAY, WIDTH VARIES)

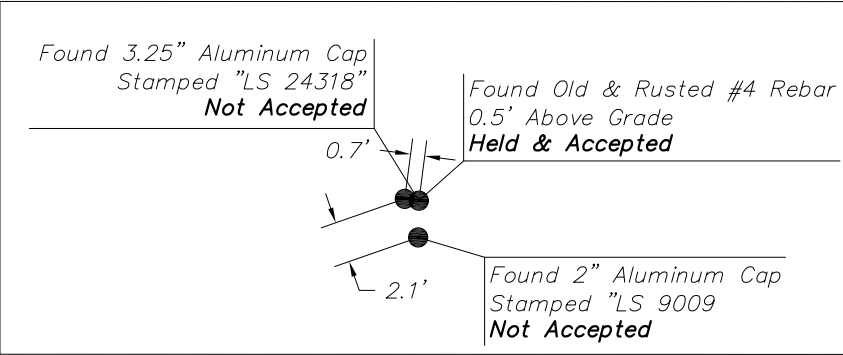
I-70 FRONTAGE ROAD
(PUBLIC RIGHT-OF-WAY, WIDTH VARIES)

MONUMENT DETAIL N.T.S.



INTERSTATE HIGHWAY 70
(PUBLIC RIGHT-OF-WAY, WIDTH VARIES)

MONUMENT DETAIL N.T.S.



Found Old & Rusted #4
Rebar 0.5' Above Grade,
Held & Accepted

Found Yellow Plastic Cap
Stamped 'LS 16401' Flush
w/Grade, Held & Accepted

LINE LEGEND

- SUBJECT PARCEL BOUNDARY LINES
- SUBJECT PARCEL BOUNDARY LINES ALONG EXISTING CITY LIMITS
- ADJOINING PARCEL BOUNDARY LINES

MONUMENT NOTES

- INDICATES FOUND MONUMENT AS NOTED
- INDICATES SET MONUMENT BEING AN 18 INCH LONG NO. 5 REBAR WITH AN 1.25" GREEN PLASTIC CAP STAMPED "ALTURA LAND PLS 38081"

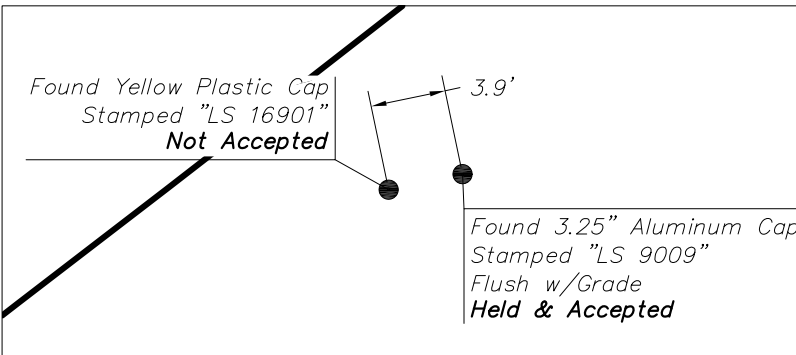
ABBREVIATION LEGEND

- | | | | |
|----------|----------------------------|-----|---------------------|
| REC. NO. | RECEPTION NUMBER | R | CURVE RADIUS |
| P.L.S. | PROFESSIONAL LAND SURVEYOR | L | CURVE ARC LENGTH |
| L.S. | LAND SURVEYOR | CHB | CURVE CHORD BEARING |
| R.O.W. | RIGHT-OF-WAY | CH | CURVE CHORD LENGTH |
| Δ | CURVE DELTA/CENTRAL ANGLE | | |

LOT 4/5
AMENDED PLAT CONSOLIDATED LOTS 4 & 5
LACY PARK SUBDIVISION
(REC. NO. 659774)

Contains
494,282 Square Feet
or 11.347 Acres±

MONUMENT DETAIL N.T.S.

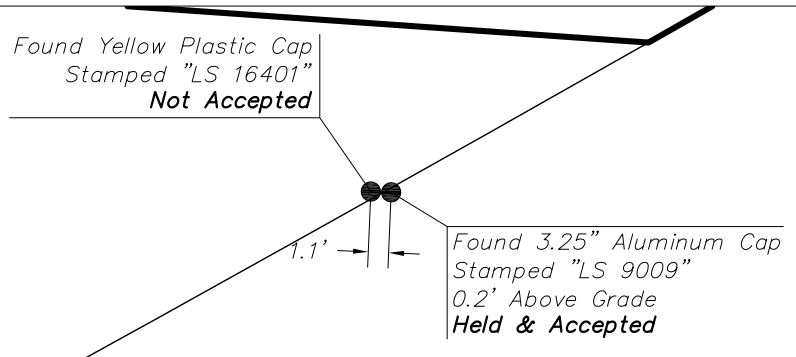


Found 3.25" Aluminum Cap
Stamped 'LS 9009' Flush
w/Grade, Held & Accepted

MISCELLANEOUS NOTES

- (R) INDICATES RECORD INFORMATION PER AMENDED PLAT CONSOLIDATED LOTS 4 & 5 LACY PARK SUBDIVISION RECORDED SEPTEMBER 14, 2004 AT RECEPTION NO. 659774 IN THE OFFICE OF THE CLERK AND RECORDER FOR THE COUNTY OF GARFIELD, STATE OF COLORADO.
- (M) INDICATES MEASURED BEARINGS AND DISTANCES
- (M&R) INDICATES MEASURED AND RECORD BEARINGS AND DISTANCES

MONUMENT DETAIL N.T.S.



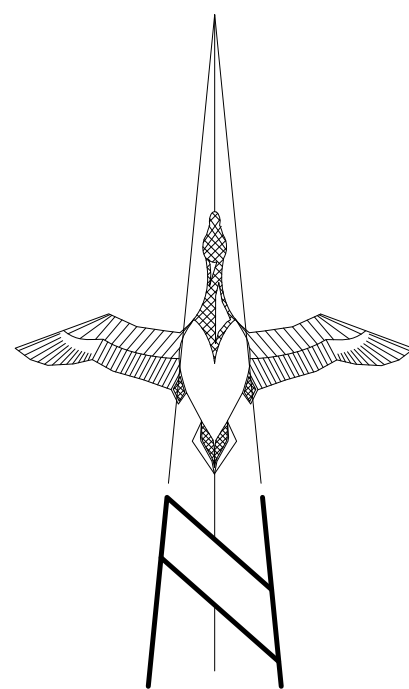
Found 3.25" Aluminum Cap
Stamped 'LS 9009' 0.2" Above
Grade, Held & Accepted

GRAPHIC SCALE

50 0 25 50

FEET

Scale: 1" = 50'



CERTIFICATE OF OWNERSHIP AND CONSENT TO ANNEXATION

KNOW ALL MEN BY THESE PRESENTS THAT NLA GCH MAVERIK RIFLE LLC, A DELAWARE LIMITED LIABILITY COMPANY, BEING THE SOLE OWNER IN FEE SIMPLE OF ALL THAT REAL PROPERTY DESCRIBED AS FOLLOWS:

LOT 4/5, AMENDED PLAT FOR CONSOLIDATED LOTS 4 & 5, LACY PARK SUBDIVISION, COUNTY OF GARFIELD, STATE OF COLORADO.

DOES BY THESE PRESENTS CONSENT TO THE ANNEXATION THEREOF TO THE CITY OF RIFLE.

EXECUTED THIS ____ DAY OF _____, A.D., 2022

BY: _____ AS: _____
NAME TITLE

STATE OF _____)
COUNTY OF _____)SS

THE FORGOING CERTIFICATE OF OWNERSHIP AND CONSENT TO ANNEXATION WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, A.D., 2022, BY _____ AS _____ OF NLA GCH MAVERIK RIFLE LLC, A DELAWARE LIMITED LIABILITY COMPANY.

MAY COMMISSION EXPIRES: _____

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

RIFLE SUPERCENTER MINOR SUBDIVISION
(REC. NO. 868670)

Assessed Owner:
PUMPCO ENERGY SERVICES INC.

GENERAL NOTES

- THE PURPOSE OF THIS ANNEXATION MAP IS TO ANNEX THE PROPERTY SHOWN HEREON INTO THE CITY OF RIFLE, COUNTY OF GARFIELD, STATE OF COLORADO WITH THE ZONING DESIGNATION AS TOURIST COMMERCIAL (TC).
- FIELD WORK FOR THIS SURVEY WAS PERFORMED ON APRIL 13 & 14, 2022.
- THE LINEAL UNITS OF MEASURE SHOWN ON THIS SURVEY ARE BASED UPON THE U.S. SURVEY FOOT.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY ALTURA LAND CONSULTANTS, LLC, TO DETERMINE RECORD TITLE, EASEMENTS OR RIGHTS-OF-WAY. TITLE COMMITMENT NO. ABS63018426-3, WITH AN EFFECTIVE DATE OF APRIL 29, 2022, PREPARED BY LAND TITLE GUARANTEE COMPANY WAS RELIED UPON FOR ALL INFORMATION REGARDING TITLE OF RECORD, EASEMENTS OF RECORD AND RIGHTS-OF-WAY.
- BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH LINE OF LOT 4/5, AMENDED PLAT CONSOLIDATED LOTS 4 & 5 LACY PARK SUBDIVISION, PER THE PLAT RECORDED SEPTEMBER 14, 2004 AT RECEPTION NO. 659774 IN THE OFFICE OF THE CLERK AND RECORDER FOR THE COUNTY OF GARFIELD, STATE OF COLORADO, WHICH BEARS NORTH 86°20'00" EAST BETWEEN THE MONUMENTS SHOWN HEREON.
- NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

TITLE CERTIFICATE

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

DATED THIS ____ DAY OF _____, A.D., 2022

TITLE COMPANY: _____

AGENT

SURVEYOR'S CERTIFICATE

I, JESUS A. LUGO, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS PREPARED BY ME AND UNDER MY DIRECT SUPERVISION ON THE BASIS OF CERTAIN PLATS, DEEDS, AND OTHER DOCUMENTS OF RECORD MADE BY ME AND UNDER MY DIRECT SUPERVISION AND THAT BOTH THE SURVEY AND MAP ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JESUS A. LUGO, PLS 38081
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF ALTURA LAND CONSULTANTS, LLC

CITY COUNCIL CERTIFICATE OF APPROVAL

THIS ANNEXATION MAP WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF RIFLE, GARFIELD COUNTY, COLORADO FOR FILING WITH THE CLERK AND RECORDER OF GARFIELD COUNTY AS MAVERIK 4/5 ANNEXATION, AS EVIDENCED BY ORDINANCE NO. _____, SERIES OF 2022 WITH CLERK AND RECORDER OF GARFIELD COUNTY AS RECEPTION NO. _____.

MAYOR _____ DATE _____

CITY CLERK _____ DATE _____

PLANNING DIRECTOR CERTIFICATE

THIS ANNEXATION MAP IS APPROVED BY THE CITY OF RIFLE PLANNING COMMISSION THIS ____ DAY OF _____, A.D., 2022.

PLANNING DIRECTOR _____

GARFIELD COUNTY CLERK AND RECORDER'S CERTIFICATE

THIS MAP WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO AT _____ O'CLOCK ____M., ON THIS ____ DAY OF _____, A.D., 2022, AND IS DULY RECORDED AS RECEPTION NO. _____.

CLERK AND RECORDER _____

BY: _____

DEPUTY

DRAWER: _____

FEES: _____

ALTURA
LAND CONSULTANTS

6551 South Revere Parkway, Suite 165
Centennial, Colorado 80111 Phone: (720) 488-1308

NO.	DATE:	REVISION DESCRIPTION:	BY:	DATE:	AUGUST 29, 2022
1	10/11/22	1ST SUBMITTAL REVIEW REVISION	KJS	DRN BY:	KJS
				JOB NO.	22019
					SHEET 1 OF 1



Agenda Item #8.a.i.

Agenda Item Name:

Consider Request to Annex Lot 4/5 of the Lacy Park Subdivision into the City of Rifle - Ordinance No. 1, Series of 2023 - 2nd Reading

Presenter:

Patrick Waller, Planning Director

Item Description:

Consider Request to Annex Lot 4/5 - Ordinance No. 1, Series of 2023

Recommended Action:

Move to approve Ordinance No. 1, Series of 2023, on second reading as presented, and order it to be published as required by Charter.

Fiscal Impact:

The proposed project will generate sales tax revenue for the City.

Operational Impact:

The property will be served by City of Rifle water. Police service will also need to be provided by the City. The application was reviewed by the Police Chief, who did not identify any issues.

Prior Board Motions:

None

Background Information:

The City of Rifle provides water service to the West Rifle interchange area. Vehicle access is via CDOT frontage road. No sewer is provided in the area, the applicant is proposing an onsite wastewater treatment system to address wastewater.

Executive Summary:

Planning Commission recommended approval of the annexation and zoning request.

Notification Requirements:

Notice required by State Statute and Rifle Municipal Code.

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. Ordinance No. 1-Maverik Annexation

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 1
SERIES OF 2023**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO ANNEXING TO
THE CITY OF RIFLE, COLORADO CERTAIN REAL PROPERTY KNOWN
AS THE MAVERIK ANNEXATION.

WHEREAS, in October 2022, Western Slope Recycling, LLC (“Petitioner”) filed with the City Clerk of the City of Rifle, Colorado, a petition and request that the City Council commence proceedings to annex to the City a certain unincorporated tract of land located in the County of Garfield, State of Colorado, known as the Maverik Annexation described on Exhibit A, attached hereto and incorporated herein by reference (hereinafter the “Property”); and

WHEREAS, pursuant to C.R.S. §31-12-108, the City Council by Resolution No. 15, Series of 2022 specified that the City Council would hold a hearing on the proposed annexation at its regular meeting on January 4, 2023; and

WHEREAS, pursuant to C.R.S. §§31-12-108 to -110, the City Council on January 4 and 18, 2023 held a duly-noticed public hearing to consider the proposed annexation; and

WHEREAS, notice of such hearing was published in the *Citizen Telegram* newspaper; and

WHEREAS, the City Council by Resolution No. 2, Series of 2023, set forth its Findings of Fact, Determinations and Conclusions with regard to annexation to the City of the Maverik Annexation.

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

1. The annexation to the City of the real property described on Exhibit A is hereby approved, and such real is hereby annexed to and made a part of the City of Rifle.
2. Within ten (10) days after final publication of this Ordinance, the City Clerk of the City of Rifle, Colorado, on behalf of the City shall:
 - A. File one (1) copy of the Annexation Map and the original of this Annexation Ordinance in the office of the City Clerk of the City of Rifle, Colorado;
 - B. File for recording three (3) certified copies of this Annexation Ordinance and three (3) copies of the Annexation Map, containing a legal description of the annexation parcel, with the County Clerk and Recorder of Garfield County, Colorado, with directions to the Garfield County Clerk and Recorder to file one certified copy of this Annexation Ordinance and one copy of the Annexation Map with the Division of Local Government of the Department of Local Affairs of the

State of Colorado and one certified copy of this Annexation Ordinance and one copy of the Annexation Map with the Colorado Department of Revenue; and

- C. File one certified copy of this Annexation Ordinance and one copy of the Annexation Map in the office of the County Assessor of Garfield County, Colorado.

INTRODUCED on January 4, 2023, read by title, passed on first reading, and ordered published by title as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado held on January 18, 2023, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this ____ day of _____, 2023.

CITY OF RIFLE, COLORADO

BY

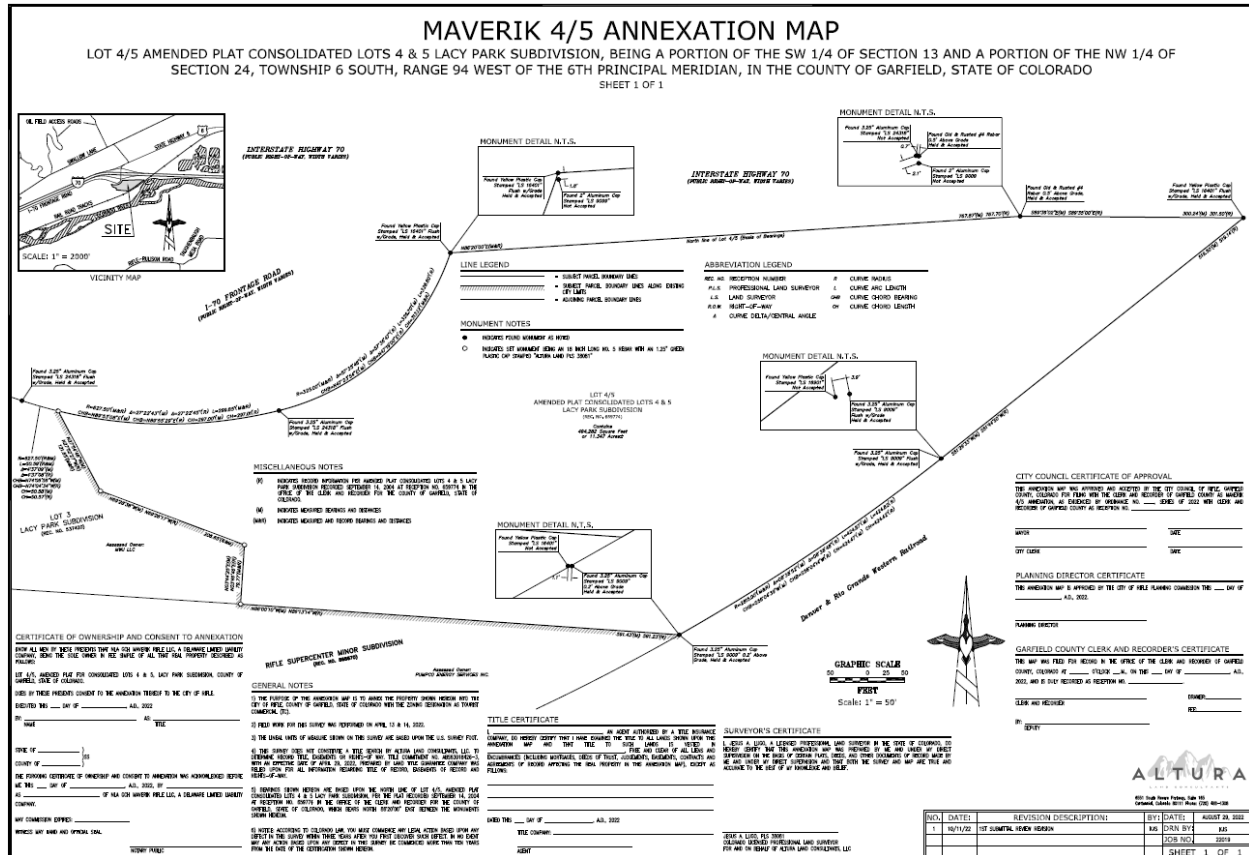
Mayor

ATTEST:

City Clerk

EXHIBIT A

LOT 4/5, AMENDED PLAT FOR CONSOLIDATED LOTS 4 & 5, LACY PARK SUBDIVISION, COUNTY OF GARFIELD, STATE OF COLORADO.





Agenda Item #8.a.ii.

Agenda Item Name:

Consider Request to Zone Lot 4/5 of the Lacy Park Subdivision Tourist Commercial - Ordinance No. 2, Series of 2023 - 2nd Reading

Presenter:

Patrick Waller, Planning Director

Item Description:

Zoning Request for Maverik Annexation

Recommended Action:

Move to approve Ordinance No. 2, Series of 2023, on second reading as presented, and order it to be published as required by Charter.

Fiscal Impact:

The proposed project will generate sales tax revenue for the City.

Operational Impact:

The property will be served by City of Rifle water. Police service will also need to be provided by the City. The application was reviewed by the Police Chief, who did not identify any issues.

Prior Board Motions:

None

Background Information:

The City of Rifle provides water service to the West Rifle interchange area. Vehicle access is via CDOT frontage road. No sewer is provided in the area, the applicant is proposing an onsite wastewater treatment system to address wastewater.

Executive Summary:

Planning Commission recommended approval of the annexation and zoning request.

Notification Requirements:

Notice required by State Statute and Rifle Municipal Code.

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. Ordinance No. 2-Maverik Zoning

CITY OF RIFLE, COLORADO
ORDINANCE NO. 2
SERIES OF 2023

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO ZONING
CERTAIN REAL PROPERTY KNOWN AS THE RIFLE MAVERIK
ANNEXATION TOURIST COMMERCIAL (TC) ZONE DISTRICT.

WHEREAS, in October 2022, Western Slope Recycling, LLC (“Petitioner”) filed with the City Clerk of the City of Rifle, Colorado, a petition and request that the City Council commence proceedings to annex to the City a certain unincorporated tract of land located in the County of Garfield, State of Colorado, known as the Maverik Annexation described on Exhibit A, attached hereto and incorporated herein by reference (hereinafter the “Property”); and

WHEREAS, by Ordinance No. 1, Series of 2023 the City of Rifle annexed the Property to the City; and

WHEREAS, Petitioner has filed an application to zone the Property Tourist Commercial (TC) Zone District, and on December 13, 2022 the City of Rifle Planning Commission considered the zoning application for the Property and recommended that the City Council zone the Property TC Zone District; and

WHEREAS, as required by the Rifle Municipal Code, the public hearing on the zoning application for the Property was held on January 4, 2023 at a regularly scheduled meeting of the Rifle City Council.

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

1. The aforementioned recitals are hereby fully incorporated herein.
2. The Property described on Exhibit A is hereby zoned Tourist Commercial (TC) Zone District.
3. Within thirty (30) days after the effective date of this Ordinance, the City Clerk shall incorporate the terms of this Ordinance into the Geographical Information System described in RMC § 16-3-20, shall cause a printed copy of the amendment to the City Zone District Map to be made, which shall be dated and signed by the Mayor and attested to by the City Clerk, and which shall bear the seal of the City. The amended map shall include the number of this Ordinance. The signed original printed copy of the Zoning Map shall be filed with the City Clerk. The Clerk shall also record a certified copy of this Ordinance with the Garfield County Clerk and Recorder. The City staff is further directed to comply with all provisions of the Rifle Land Use Regulations, RMC § 16-1-10, *et seq.*, to implement the provisions of this Ordinance.

INTRODUCED on January 4, 2023, read by title, passed on first reading, and ordered published by title as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado held on January 18, 2023, passed without amendment, approved, and ordered published in full as required by the Charter.

Dated this ____ day of _____, 2023.

CITY OF RIFLE, COLORADO

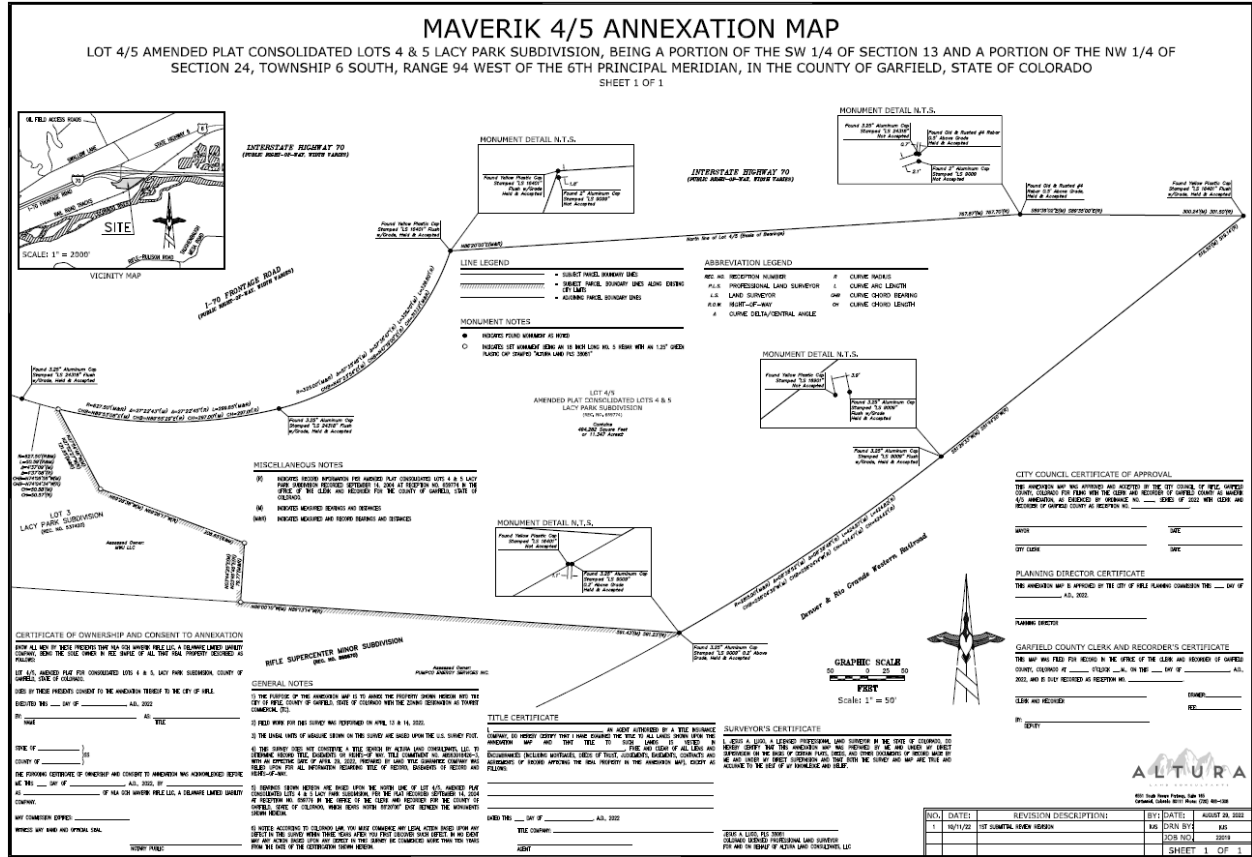
BY _____
Mayor

ATTEST:

City Clerk

EXHIBIT A

LOT 4/5, AMENDED PLAT FOR CONSOLIDATED LOTS 4 & 5, LACY PARK SUBDIVISION, COUNTY OF GARFIELD, STATE OF COLORADO.





Agenda Item #8.a.iii.

Agenda Item Name:

Consider Resolution No. 2, Series of 2023 - Maverik Annexation Findings

Presenter:

Patrick Waller, Planning Director

Item Description:

Resolution No. 2, Series of 2023

Recommended Action:

Move to approve Resolution No. 2, Series of 2023

Fiscal Impact:

See Staff Report

Operational Impact:

See Staff Report

Prior Board Motions:

Ordinances Approved on First Reading

Background Information:

See Staff Report

Executive Summary:

See Staff Report

Notification Requirements:

Notice Required by State Statute and Municipal Code

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. Resolution No. 2-Maverik Annexation Findings

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 2
SERIES OF 2023**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO, CONCERNING THE MAVERIK ANNEXATION TO THE CITY
OF RIFLE.

WHEREAS, in October 2022, Western Slope Recycling, LLC filed with the City Clerk of the City of Rifle, Colorado, a petition and request that the City Council of the City of Rifle, Colorado, commence proceedings to annex to the City of Rifle a certain unincorporated tract of land located in the County of Garfield, State of Colorado, known as the Maverik Annexation described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the City Council by Resolution No. 15, Series of 2022, found that the Petition is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S. §31-12-107(1), as amended, established a date, time, and place for a hearing upon the Petition, and directed the City Clerk to give notice of the hearing in accordance with C.R.S. §31-12-108(2); and

WHEREAS, notice of such hearing was published in the *Citizen Telegram* newspaper; and

WHEREAS, the public hearing on the Petition was held on January 4 and 18, 2023 at a regularly scheduled meeting of the Rifle City Council, and at such hearing any person permitted to appear pursuant to C.R.S. §31-12-109(1) had the opportunity to appear and present evidence upon any matter determined by the City Council; and

WHEREAS, a radiation hazards reports on the Annexation Parcel has been submitted to the City as required by Rifle Municipal Code §16-2-50; and

WHEREAS, the City Council finds and determines that the hearing upon the Petition is now complete.

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

FINDINGS OF FACT, DETERMINATIONS AND CONCLUSIONS

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

2. For the Annexation Parcel, the City staff has determined, and the City Council so finds, that the landowners of one hundred percent (100%) of the Annexation Parcel to be

annexed, excluding public streets and alleys, signed and filed the Petition requesting the annexation to the City of the Annexation Parcel described in the Petition.

3. The Petition is accompanied by five (5) or more copies of the Annexation Map which contains, among other things, the information required by C.R.S. §31-12-107(1)(d).

4. For the Annexation Parcel, the requirements of C.R.S. §31-12-104, as amended, exist or have been met, including without limitation the following:

- A. Not less than one-sixth (1/6th) of the perimeter of the Annexation Parcel is contiguous with the City.
- B. A community of interest exists between the Annexation Parcel and the City.
- C. The Annexation Parcel is urban or will be urbanized in the near future.
- D. The Annexation Parcel is integrated with or is capable of being integrated with the City.
- E. No election for annexation of the area proposed to be annexed to the City has been held in the preceding twelve (12) months.

5. For the Annexation Parcel, the requirements of C.R.S. §31-12-105, as amended, exist or have been met, including without limitation the following:

- A. In establishing the boundaries of the area proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - (1) has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof unless such tracts or parcels are separated by a dedicated street, roadway, or other public way; or
 - (2) comprising twenty (20) acres or more (which together with buildings and improvements situated thereon having a valuation for assessment in excess of \$200,000.00 for ad valorem tax purposes for the year preceding the proposed annexation) has been included without the written consent of the landowners.
- B. No annexation proceedings have been commenced for the annexation to a municipality other than the City of all or part of the Annexation Parcel.

- C. The annexation proposed in the Petition will not result in the detachment of area from any school district and the attachment of the same area to another school district.
 - D. The annexation proposed in the Petition will not have the effect of extending the municipal boundary of the City more than three (3) miles in any direction from any point on the current municipal boundary of the City.
 - E. The City has previously prepared and adopted a plan meeting the requirements of C.R.S. §31-12-105(e).
6. No election is required under C.R.S. §§31-12-112 and -107(2) for the Annexation Parcel, as no additional terms or conditions are to be imposed upon the owners of property not otherwise agreed to by such owners.
7. The signer of the Petition is the sole owner of one hundred percent (100%) of the area proposed to be annexed, exclusive of public streets and alleys.
8. The annexation to the City of the Annexation Parcel will not result in a change of county boundaries.
9. The names and mailing address of the signer of the Petition and dates of signing are included in the Petition, and the legal description of the land owned by such petitioner is attached to the Petition. No signature on the Petition is dated more than 180 days prior to the date of filing of the Petition for annexation with the City Clerk.
10. No area of the Annexation Parcel proposed to be annexed to the City is presently a part of any incorporated city, city and county, or town, and is not contiguous to any other incorporated city, city and county, or town.
11. It is desirable and necessary that the Annexation Parcel described on Exhibit A be annexed to the City.
12. On even date herewith, the City Council of the City of Rifle, Colorado, shall, by ordinance, annex the Annexation Parcel described on Exhibit A to the City of Rifle.

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 18th day of January, 2023.

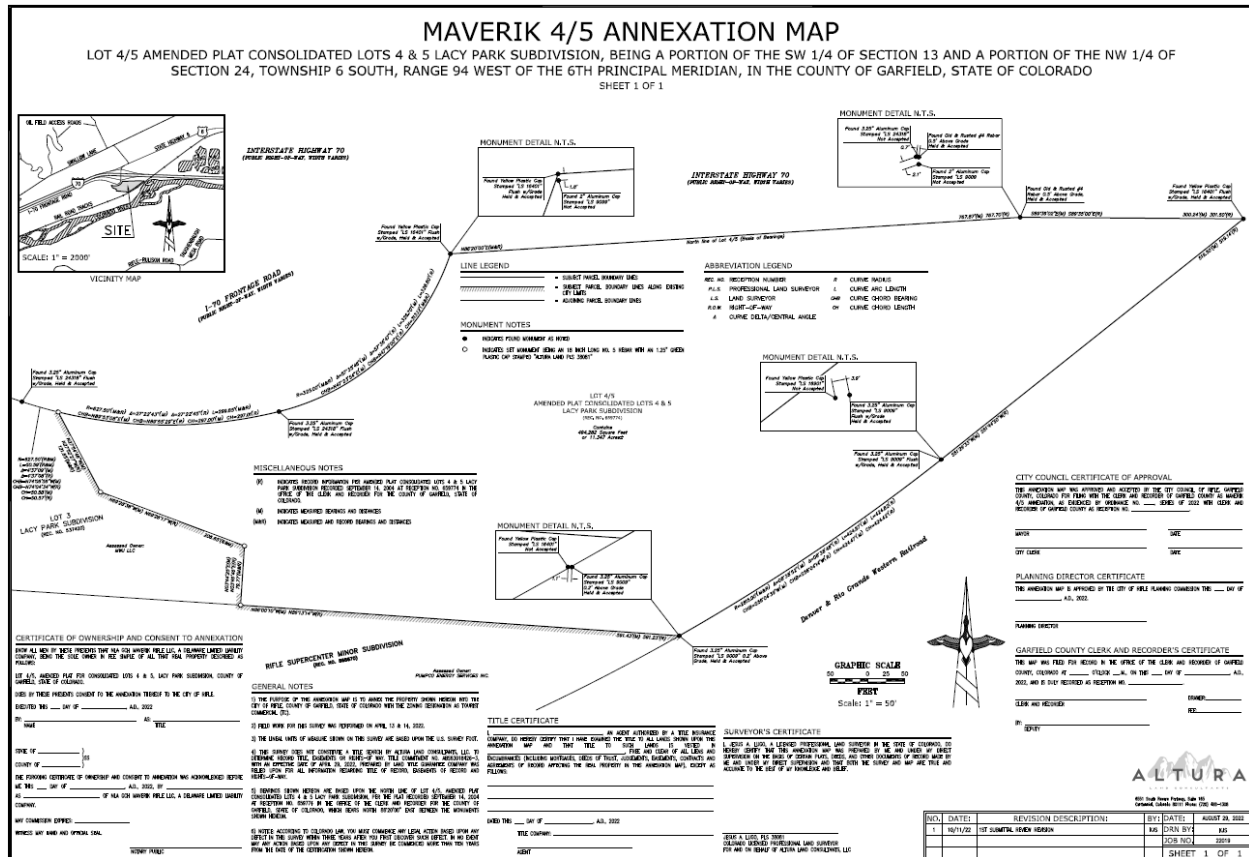
CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk

LOT 4/5, AMENDED PLAT FOR CONSOLIDATED LOTS 4 & 5, LACY PARK
SUBDIVISION, COUNTY OF GARFIELD, STATE OF COLORADO.





Agenda Item #8.a.iv.

Agenda Item Name:

Consider Resolution No. 3, Series of 2023 - Approving Annexation Plan for the Maverik Annexation

Presenter:

Patrick Waller, Planning Director

Item Description:

Resolution No. 3, Series of 2023

Recommended Action:

Move to Approve Resolution No. 3, Series of 2023

Fiscal Impact:

See Staff Report

Operational Impact:

See Staff Report

Prior Board Motions:

Ordinances approved on first reading

Background Information:

See Staff Report

Executive Summary:

See Staff Report

Notification Requirements:

Notice Required by State Statute and Municipal Code

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. Resolution No. 3-Maverik Annexation Plan

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 3
SERIES OF 2023**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO, APPROVING AN ANNEXATION PLAN FOR THE MAVERIK
ANNEXATION AS REQUIRED UNDER THE MUNICIPAL ANNEXATION
ACT OF 1965, AS AMENDED.

WHEREAS, the City Council of the City of Rifle, Colorado, currently has pending before it an Annexation Petition requesting the annexation to the City of certain unincorporated property located in Garfield County, Colorado, which property is known as the Maverik Annexation, described on Exhibit A attached hereto and incorporated herein by reference (hereinafter the “Property”); and

WHEREAS, C.R.S. §31-12-105(1)(e) provides that prior to the completion of any annexation within a three-mile area, the municipality shall have in place a plan for that area, which generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities and terminals for water, light, sanitation, transportation and power to be provided by the municipality and the proposed land uses for the area; and

WHEREAS, the City currently has in place a Comprehensive Plan and other long-range planning documents which constitute the City's annexation plan; and

WHEREAS, by this Resolution the City Council desires to recognize that such documents function as the City's annexation plan, as required by C.R.S. §31-12-105(1)(e), and that such plan is in place with regard to the proposed annexation to the City of the Property.

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

1. The City of Rifle's annexation plan, as required under C.R.S. §31-12-105(1)(e), consists of the following documents, each of which is incorporated herein by this reference as if set forth in full:

- A. City of Rifle Comprehensive Plan dated 2019.
- B. Bike Master Plan dated 2013.
- C. Zone District Map of the City of Rifle.
- D. Any and all staff reports and minutes of any Planning & Zoning Commission meetings relating to this development application.

2. The City, acting through its staff, consultants, and attorneys shall update the City's annexation plan as necessary and at least once annually.

THIS RESOLUTION, was read, passed and adopted by the Rifle City Council at a regular meeting held this 18th day of January, 2023.

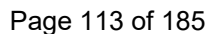
CITY OF RIFLE, COLORADO

By: _____
Mayor

ATTEST:

City Clerk

LOT 4/5, AMENDED PLAT FOR CONSOLIDATED LOTS 4 & 5, LACY PARK
SUBDIVISION, COUNTY OF GARFIELD, STATE OF COLORADO.





Agenda Item #9.a.

Agenda Item Name:

Consider Engagement of Hinkle & Company, PC for 2022 Financial Audit

Presenter:

Scott Rust, Finance Director

Item Description:

Consider Engagement of Hinkle & Company, PC for 2022 Financial Audit

Recommended Action:

Move to retain and approve the expenditure of \$20,000 to retain Hinkle & Company, PC for the 2022 Financial Audit.

Fiscal Impact:

The \$20,000 cost of the audit is in our 2023 budget.

Operational Impact:

None

Prior Board Motions:

The Board approved engaging Hinkle & Company, PC for our audits in the past.

Background Information:

The City Council is responsible for ensuring our organization conducts an annual audit per Rifle Municipal Code 3.11. Hinkle and Company have conducted the last several audits for our City. The contract for this company will expire after the 2022 audit.

Executive Summary:

The City Council is responsible for ensuring our organization conducts an annual audit per Rifle Municipal Code 3.11. Hinkle and Company have conducted the last several audits for our City. The contract for this company will expire after the 2022 audit. Staff will place auditing services out to bid in 2022 and will bring proposals to the Council for selection.

Notification Requirements:

None

Prepared By:

Scott Rust, Finance Director

Attachments:

1. 2022 Rifle City of Engagement Ltr 12.31
2. Hinkle & Company PC - 2022 Audit PO request



December 16, 2022

City Council
City of Rifle
202 Railroad Avenue
Rifle, Colorado 81650

We are pleased to confirm our understanding of the services we are to provide to the City of Rifle (the City). We will audit the financial statements of the governmental activities, the business-type activities, each major fund, the aggregate remaining fund information, and the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended December 31, 2022.

In addition, we will audit the entity's compliance over major federal award programs for the period ended December 31, 2022, if required. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

Accounting principles generally accepted in the United States of America require that supplementary information (RSI), such as management's discussion and analysis (MD&A), budgetary comparison schedule for the General Fund, schedules of the City's proportionate share of the net pension liability and the City's contributions, if applicable, be presented to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Office Locations:

Colorado Springs, CO
Denver, CO
Tulsa, OK

As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussions and Analysis
- Budgetary Comparison Schedules
- Schedule of the City's proportionate share of the net pension liability, if applicable
- Schedule of the City's contributions, if applicable

Denver Office:

750 W. Hampden Avenue
Suite 400
Englewood,
Colorado 80110
TEL: 303.796.1000
FAX: 303.796.1001
www.HinkleCPAs.com

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following information in relation to the financial statements as a whole:

- Schedule of expenditures of federal awards (if required)
- Combining financial statements
- Local highway finance report

Schedule of Expenditures of Federal Awards (if required)

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form (if required)

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.



Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and, if applicable, in accordance with any state or regulatory audit requirements. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and Government Auditing Standards of the Comptroller General of the United States of America and, if applicable, in accordance with any state or regulatory audit requirements. Please note that the determination of abuse is subjective, and Government Auditing Standards does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.



We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

If a Single Audit is required, our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.



Management Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards, if required, (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For the design, implementation, and maintenance of internal control over federal awards;
7. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
8. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
9. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form, if required, to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.



17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
20. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, if applicable, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Fees and Timing

James Hinkle is the engagement partner for the audit services specified in this letter. His responsibilities include supervising the auditing services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered every two weeks and are payable upon presentation. We estimate that our fee for the audit will be \$13,500. If the City is required to perform a Single Audit, the additional fees will not exceed \$5,000. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.



Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of Hinkle and Company, PC and constitutes confidential information. However, we may be requested to make certain audit documentation available to state and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Hinkle and Company, PC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

With respect to any nonattest services we perform, the City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the City Council, the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and



- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, Single Audit (if required) and compliance over major federal award programs including our respective responsibilities (if required).

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Hick & Company, PC

This letter correctly sets forth our understanding of the City of Rifle.

Authorized Signature

Date

Title





Report on the Firm's System of Quality Control

April 29, 2020

To the Members of
Hinkle & Company, PC
and the Peer Review Committee of the OSCPA

We have reviewed the system of quality control for the accounting and auditing practice of Hinkle & Company, PC (the firm) in effect for the year ended September 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

To the Members of
Hinkle & Company, PC
and the Peer Review Committee of the OSCPA
Page 2

Opinion

In our opinion the system of quality control for the accounting and auditing practice Hinkle & Company, PC in effect for the year ended September 30, 2019 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. Hinkle & Company, PC has received a peer review rating of pass.

A handwritten signature in black ink that reads "HBC CPAs & Advisors". The signature is written in a cursive, stylized font.

HBC CPAs & Advisors
Oklahoma City, Oklahoma

July 23, 2020

James Hinkle
Hinkle & Company PC
5028 E 101st ST Ste A
Tulsa, OK 74137-5821

Dear James Hinkle:

It is my pleasure to notify you that on July 22, 2020, the Oklahoma Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is March 31, 2023. This is the date by which all review documents should be completed and submitted to the administering entity. Since your due date falls between January and April, you can arrange to have your review a few months earlier to avoid having a review during tax season.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

OSCPA Peer Review Committee

Peer Review Committee
peerreview@oscpa.com
1-800-522-8261 ext. 3805

cc: Lonnie Heim

Firm Number: 900010140928

Review Number: 573771



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	Hinkle & Company, PC	

2.	Vendor Address
	750 W. Hampden Ave., Suite 400 Englewood, CO 80110

3.	For the Purchase of (description)
	FY 2022 Audit - services include financial audit and single audit (RFP awarded 2018 - Contract Year 5 of 5)

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$18,500	\$20,000	

5.	Dept. Name	General Ledger Acct #
	Finance	100-4151-400-320

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		1/3/2023
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		



TABLE 1 - IS A PURCHASE ORDER NECESSARY

<i>Amount of Purchase</i>	<i>Is Purchase Order Needed</i>	<i>Method of Source Selection</i>
\$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

<i>Methods of source selection</i>	<i>Contract limits</i>
Competitive sealed bidding	Greater than \$50,000.00
Competitive sealed proposals	Greater than \$10,000.00 and less than \$50,000.00.
**Greater than \$50,000 allowed for Construction Manager/General Contractor proposals, or similar type proposal.	
Small purchases	Less than \$10,000.00 - DEPARTMENT HEAD DISCRETION

TABLE 3 - LOCAL VENDOR PREFERENCE

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



Agenda Item #9.b.

Agenda Item Name:

Consider Approval of Purchase Order to Garfield County for the Garfield County Victim Response Team

Presenter:

Debra Funston, Chief of Police

Item Description:

This amount is due to Garfield County paying for our portion of the expense for our County wide Victim Response Team. This is a recurring expense based on a four-year average.

Recommended Action:

Move to approve the purchase order in the amount of \$41,435.00 to Garfield County for the Rifle Police Department's portion of the Garfield County Victims Response Team services.

Fiscal Impact:

This expenditure has been budgeted for.

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

This amount is due to Garfield County paying for our portion of the expense for our County wide Victim Response Team. This is a recurring expense based on a four-year average.

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Debra Funston, Chief of Police

Attachments:

1. 2023 GARCO VRT Invoice
2. PURCHASE REQUEST GARCO VRT

Lou Vallario
Sheriff of Garfield County



107 8th Street
Glenwood Springs, CO 81601
Telephone: 970-945-0453
Fax: 970-945-6430

January 3, 2023

Invoice: VRT 2023

Pay Method	Amount Due
Annual	\$41,435.00

Chief Debra Funston
Rifle Police Department
201 E. 18th Street
Rifle, CO 81650

Dear Chief Funston,

Please accept this as our official invoice for the 2023 Victim Response Team (VRT) position, total due from your agency in the amount of \$41,435.00.

Please remit your payment to the Garfield County Sheriff's Office, at 107 8th Street, Glenwood Springs, CO 81601. Please call or email me if you have a different billing preference or if I may answer any questions for you.

Regards,

A handwritten signature in blue ink, appearing to read "April Lund".

April Lund, Administrative Assistant
Garfield County Sheriff's Office
107 8th ST | Glenwood Springs | CO | 81601
Ph: (970)945-0453 Ext:1024
alund@garcosheriff.com



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	Garfield County	

2.	Vendor Address
	07 8th Street Glenwood Springs, CO 81601

3.	For the Purchase of (description)
	Invoice for our portion of Garfield County Victim Response Team position. Recurring Expense.

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	41,435.00	41,435.00	

5.	Dept. Name	General Ledger Acct #
	RPD	100-4210-400-320

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	Debra Funston	01-05-23
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		



TABLE 1 - IS A PURCHASE ORDER NECESSARY

<u>Amount of Purchase</u>	<u>Is Purchase Order Needed</u>	<u>Method of Source Selection</u>
\$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

<u>Methods of source selection</u>	<u>Contract limits</u>
Competitive sealed bidding	Greater than \$50,000.00
Competitive sealed proposals	Greater than \$10,000.00 and less than \$50,000.00.
**Greater than \$50,000 allowed for Construction Manager/General Contractor proposals, or similar type proposal.	
Small purchases	Less than \$10,000.00 - DEPARTMENT HEAD DISCRETION

TABLE 3 - LOCAL VENDOR PREFERENCE

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



Agenda Item #9.c.

Agenda Item Name:

Consider Approval for Letter of Support for Downtown Rifle Affordable Housing Project

Presenter:

Patrick Waller, Planning Director

Item Description:

Letter of Support Request

Recommended Action:

Move to approve a Letter of Support for Evergreen Real Estate's Group Affordable Housing Project

Fiscal Impact:

None at this time. The applicant has requested City funding of \$600,000 to support the project. Staff and the applicant are investigating various funding options to meet the request. Any formal funding request will need to be reviewed and approved by Council.

Operational Impact:

None at this time. If the project moves forward, the property will be served by City water, sewer, and road access.

Prior Board Motions:

None

Background Information:

The applicant is proposing a 60-unit affordable housing development on the property located to the west of the Brendan Theater. The proposal includes 30 one-bedroom units, 20 two-bedroom units, and 10 three-bedroom units. Potential tenants for each of the units will be required to meet income requirements to qualify for a unit.

Executive Summary:

The applicant is planning on submitting an application to CHFA for Affordable Housing Tax Credits. As part of the application packet, they are asking for City Council support via the letter included in the packet. Additionally, the applicant has indicated that they plan on requesting \$600,000 from the City to support the project. Staff is working with the applicant to identify what sort of funding options are available for the \$600,000. A formal funding request will come back to Council for consideration.

Notification Requirements:

None

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. Staff Memo - Downtown Affordable Housing Development
2. City of Rifle Presentation 2023
3. Evergreen Letter of Support



MEMORANDUM

To: Honorable Mayor and City Council
From: Patrick Waller, AICP, Planning Director
Date: January 18, 2022
Subject: Downtown Affordable Housing Development – Letter of Support Request

BACKGROUND

The applicant is proposing a 60-unit affordable housing development for the property located to the west of the Brendan Theater. The proposal includes 30 one-bedroom units, 20 two-bedroom units, and 10 three-bedroom units. Potential tenants for each of the units will be required to meet income requirements to qualify for a unit.



PROJECT CONSIDERATIONS

The applicant is still early in the development process and has met with Staff multiple times to get feedback on the project. At this time the project is still in the design phase and there is still the potential that the applicant is not awarded the competitive affordable housing funds. Potential issues identified by Staff include:

Funding

The applicant has indicated that they will request some sort of funding from the City of Rifle to equal \$600,000, in addition to the City of Rifle applying for a grant through the Infrastructure and Small Communities fund. Staff is exploring various funding opportunities, and any formal request for funding will need to come to City Council for approval.

Design Standards

The Rifle Municipal Code has a number of design standards that the applicant will be required to meet as part of the project. These standards were created to ensure that the building is compatible with existing buildings and downtown plans. Review of any proposed project will be completed as part of the Site Plan review.

Open Space, Playgrounds, and Parking

The preliminary Site Plan shows a playground as well as open space areas. Additionally the applicant is able to meet City of Rifle parking requirements with proposed surface parking locations.

REVIEW PROCESS

The Rifle Municipal Code allows for apartment buildings as a use by-right in this zone district. However, based on the size of the buildings the application is required to receive Site Plan approval from the City of Rifle Planning Commission.

The applicant has requested this Workshop to familiarize City Council with the project, to receive any preliminary (non-binding) feedback on the project, and to answer any Council questions.

APPLICANT REQUEST

The applicant is planning on submitting an application to CHFA for Affordable Housing Tax Credits. As part of the application packet they are asking for City Council support via the letter included in the packet.



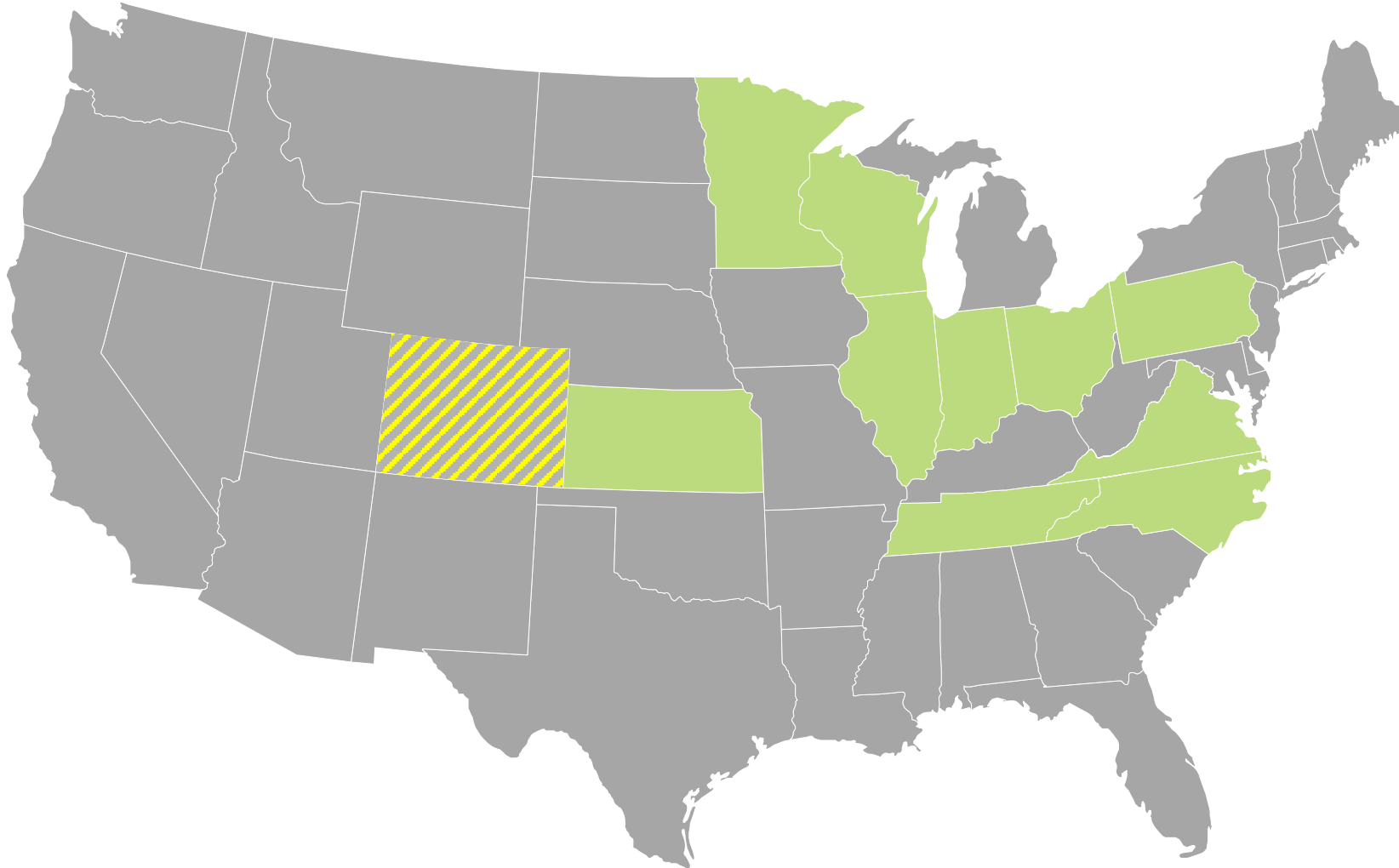
EVERGREEN
Real Estate Group

Innovative Solutions. Improved Living.

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

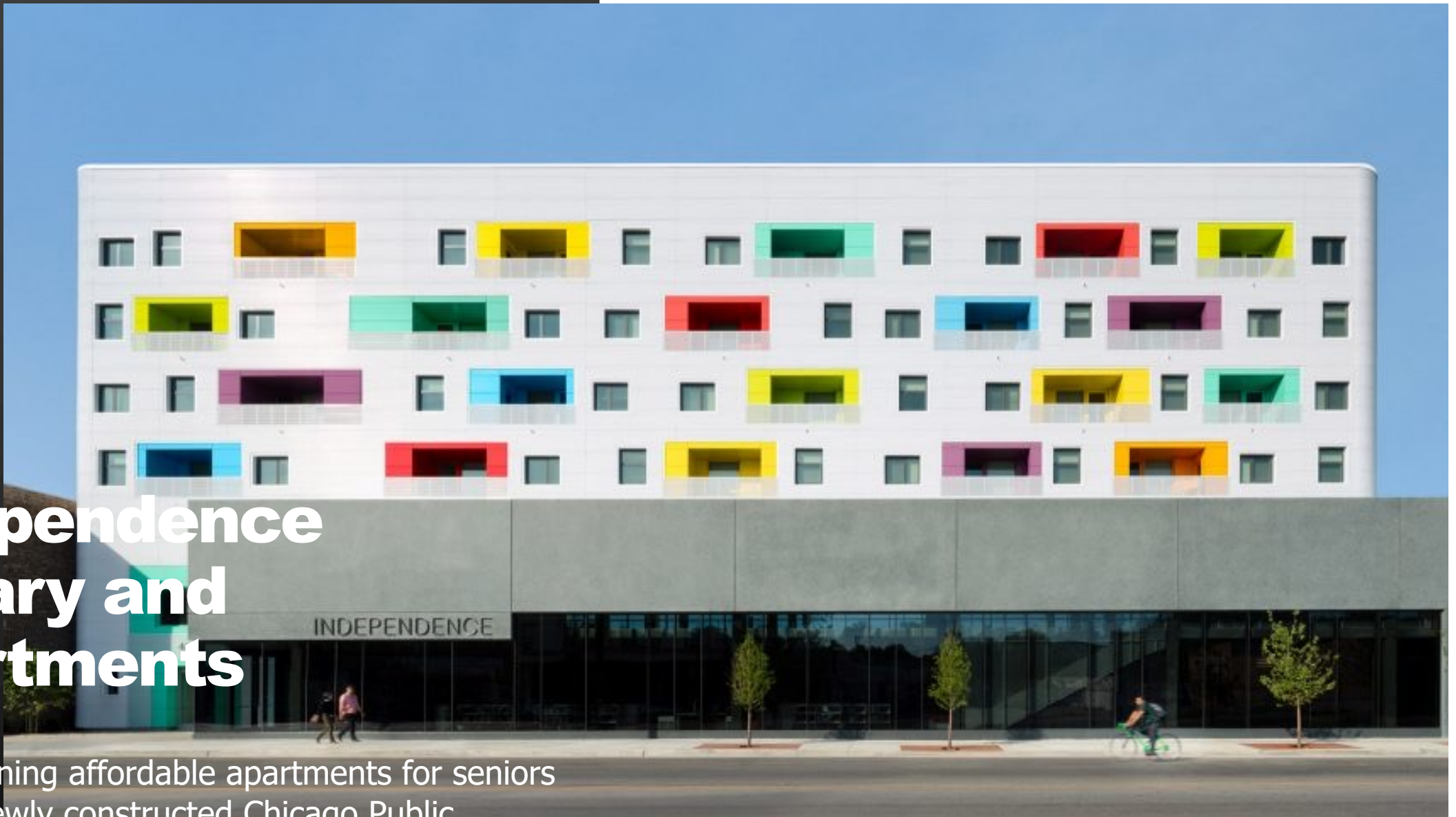
Evergreen Portfolio Footprint

We currently own and manage properties in ten states



Independence Library and Apartments

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



Oso Apartments

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



Looking west into public plaza



Golden Gateway Apartments
Golden, Colorado



Golden Gateway Apartments

Unsuccessful CHFA application for project located in Golden, Colorado



ej architecture, pllc.



2814 Patterson – Grand Junction



SHAW

CONSTRUCTION

Since 1962

Castle Creek Affordable Housing - Aspen



Glenwood Greens – Glenwood Springs



The Hub at Willits - Basalt





NEW SITE

Grand Army of the Republic Hwy

PRIMARY LAND USES.
THE RIVER GATEWAY IS INTENDED TO ACCOMMODATE HIGH-QUALITY, HIGHER-INTENSITY COMMERCIAL, HOSPITALITY, ENTERTAINMENT AND CIVIC USES, AS WELL AS HIGHER DENSITY, MULTI-FAMILY RESIDENTIAL DEVELOPMENT. THE SUB-DISTRICT ALSO IS A POTENTIAL LOCATION FOR A MAJOR TRANSIT CENTER THAT COULD TRANSFORM THE DOWNTOWN INTO A TRANSIT-ORIENTED DEVELOPMENT.

GENERAL DESIGN CHARACTERISTICS.
DEVELOPMENT WITHIN THE RIVER GATEWAY SHOULD BE CHARACTERIZED BY HIGH-QUALITY URBAN ARCHITECTURE AND "ONE-OF-A-KIND" STRUCTURES. BUILDING ELEMENTS SHOULD INCLUDE THOSE THAT EXPOSE THEIR SUSTAINABLE COMPONENTS SUCH AS SKYLIGHTS, INTEGRATED SOLAR PANELS, NATURAL AND LOCAL MATERIALS AND SIMILAR FEATURES. IN ADDITION, STREET FRONTAGE IMPROVEMENTS, LANDSCAPING AND ATTRACTIVE SIGNAGE SHOULD ENHANCE THIS AREA AS THE PRIMARY "GATEWAY" TO THE DOWNTOWN AND THE ENTIRE COMMUNITY. THE LARGER PARCELS AND LACK OF ALLEYS IN THIS SUB-DISTRICT COUPLED WITH USES OF A REGIONAL NATURE WILL LIKELY RESULT IN AN URBAN CAMPUS-TYPE OF DEVELOPMENT PATTERN.

ROOF SNOW - LIVE LOAD ON THE ROOF - 40 PSF
GROUND - SNOW LOAD - 47 PSF
WIND SPEED - (MPH) 120 ULTIMATE MPH
SEISMIC DESIGN CATEGORY - C
WEATHERING - SEVERE
FROST - LINE DEPTH - 36"
TERMITE - SLIGHT/MOD

DECAY - SLIGHT
WINTER DESIGN TEM P40 PSF 47 PSF
ICE SHIELD UNDERLAYMENT - REQUIRED
FLOOD HAZARD- YES/10-15-85
AIR FREEZING INDEX - 2500
MEAN ANNUAL TEMP - 48 F

CITY REVIEW PROCESS:
REVIEW AND APPROVAL PROCEDURES FOR DEVELOPMENT WITHIN THE CENTRAL BUSINESS DISTRICT DIFFER DEPENDING ON THE NATURE OF THE DEVELOPMENT ACTIVITY. IN GENERAL, PROCEDURES FOR ALL PROJECTS HAVE FOUR COMMON ELEMENTS: 1) A PREAPPLICATION MEETING WITH CITY STAFF TO REVIEW PROJECT REQUIREMENTS, 2) SUBMITTAL OF A COMPLETE APPLICATION, INCLUDING PAYMENT OF ANY REQUIRED FEES, 3) REVIEW OF THE SUBMITTAL BY THE APPLICABLE CITY STAFF, AGENCIES AND BOARDS, AND 4) ACTION TO APPROVE, APPROVE WITH CONDITIONS OR DENY THE PROPOSAL. (ORD. 11 §15, 2011)
SEC. 16-18-1220 - TIER 1 AND TIER 2 OVERVIEW

SEC. 16-18-1220. - TIER 1 REVIEW PROCESS.
FOR ALL ACTIVITIES REQUIRING A CBD-DEVELOPMENT PERMIT TIER 1 LEVEL OF REVIEW, THE FOLLOWING PROCEDURES SHALL APPLY:

(1) PREAPPLICATION CONFERENCE. A. APPLICABILITY. APPLICANTS ARE REQUIRED TO MEET WITH THE PLANNING STAFF TO REVIEW THE PROPOSED DEVELOPMENT PRIOR TO SUBMITTING AN APPLICATION. THE APPLICANT IS RESPONSIBLE FOR SCHEDULING THE PREAPPLICATION CONFERENCE WITH THE PLANNING STAFF. THE PLANNING DEPARTMENT MAY WAIVE THE PREAPPLICATION CONFERENCE WHEN THE PLANNING DIRECTOR FINDS SUBSTANTIAL EVIDENCE TO SHOW THAT THE PURPOSES OF THIS ARTICLE CAN BE MET WITHOUT HAVING TO CONDUCT SUCH A CONFERENCE. B. PURPOSE. THE GENERAL PURPOSE OF A PREAPPLICATION CONFERENCE IS TO PROVIDE AN OPPORTUNITY FOR PLANNING STAFF TO ACCOMPLISH THE FOLLOWING:

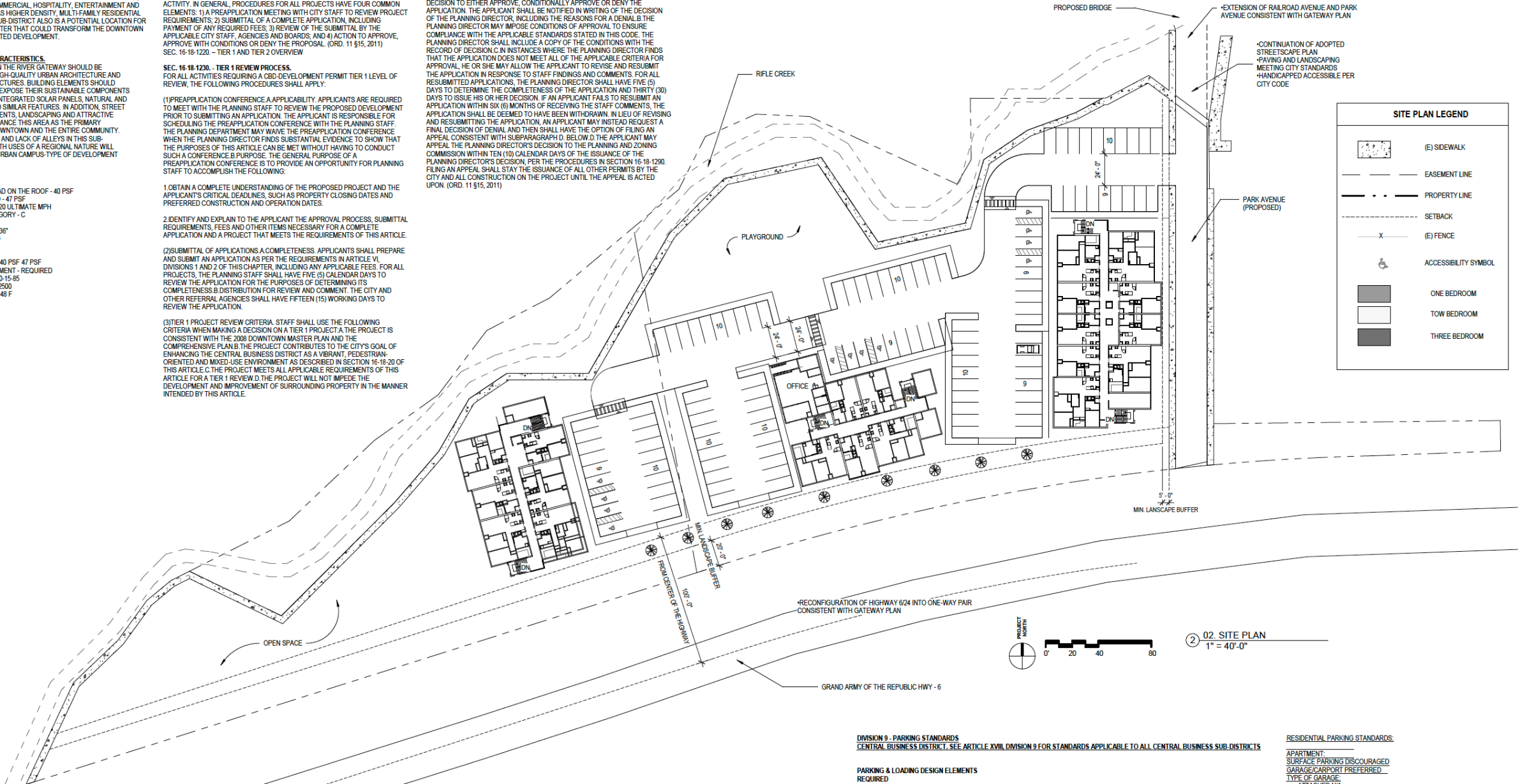
1. OBTAIN A COMPLETE UNDERSTANDING OF THE PROPOSED PROJECT AND THE APPLICANT'S CRITICAL DEADLINES, SUCH AS PROPERTY CLOSING DATES AND PREFERRED CONSTRUCTION AND OPERATION DATES.

2. IDENTIFY AND EXPLAIN TO THE APPLICANT THE APPROVAL PROCESS, SUBMITTAL REQUIREMENTS, FEES AND OTHER ITEMS NECESSARY FOR A COMPLETE APPLICATION AND A PROJECT THAT MEETS THE REQUIREMENTS OF THIS ARTICLE.

(2) SUBMITTAL OF APPLICATIONS. A. COMPLETENESS. APPLICANTS SHALL PREPARE AND SUBMIT AN APPLICATION AS PER THE REQUIREMENTS IN ARTICLE VI, DIVISIONS 1 AND 2 OF THIS CHAPTER, INCLUDING ANY APPLICABLE FEES. FOR ALL PROJECTS, THE PLANNING STAFF SHALL HAVE FIVE (5) CALENDAR DAYS TO REVIEW THE APPLICATION FOR THE PURPOSES OF DETERMINING ITS COMPLETENESS. B. DISTRIBUTION FOR REVIEW AND COMMENT. THE CITY AND OTHER REFERRAL AGENCIES SHALL HAVE FIFTEEN (15) WORKING DAYS TO REVIEW THE APPLICATION.

(3) TIER 1 PROJECT REVIEW CRITERIA. STAFF SHALL USE THE FOLLOWING CRITERIA WHEN MAKING A DECISION ON A TIER 1 PROJECT. A. THE PROJECT IS CONSISTENT WITH THE 2008 DOWNTOWN MASTER PLAN AND THE COMPREHENSIVE PLAN. B. THE PROJECT CONTRIBUTES TO THE CITY'S GOAL OF ENHANCING THE CENTRAL BUSINESS DISTRICT AS A VIBRANT, PEDESTRIAN-ORIENTED AND MIXED-USE ENVIRONMENT AS DESCRIBED IN SECTION 16-18-20 OF THIS ARTICLE. C. THE PROJECT MEETS ALL APPLICABLE REQUIREMENTS OF THIS ARTICLE FOR A TIER 1 REVIEW. D. THE PROJECT WILL NOT IMPEDE THE DEVELOPMENT AND IMPROVEMENT OF SURROUNDING PROPERTY IN THE MANNER INTENDED BY THIS ARTICLE.

(4) STAFF DECISION. A. WITHIN THIRTY (30) CALENDAR DAYS OF WHEN THE APPLICATION IS DEEMED COMPLETE, THE PLANNING DIRECTOR SHALL ISSUE A DECISION TO EITHER APPROVE, CONDITIONALLY APPROVE OR DENY THE APPLICATION. THE APPLICANT SHALL BE NOTIFIED IN WRITING OF THE DECISION OF THE PLANNING DIRECTOR, INCLUDING THE REASONS FOR A DENIAL. B. THE PLANNING DIRECTOR MAY IMPOSE CONDITIONS OF APPROVAL TO ENSURE COMPLIANCE WITH THE APPLICABLE STANDARDS STATED IN THIS CODE. THE PLANNING DIRECTOR SHALL INCLUDE A COPY OF THE CONDITIONS WITH THE RECORD OF DECISION. C. IN INSTANCES WHERE THE PLANNING DIRECTOR FINDS THAT THE APPLICATION DOES NOT MEET ALL OF THE APPLICABLE CRITERIA FOR APPROVAL, HE OR SHE MAY ALLOW THE APPLICANT TO REVISE AND RESUBMIT THE APPLICATION IN RESPONSE TO STAFF FINDINGS AND COMMENTS. FOR ALL RESUBMITTED APPLICATIONS, THE PLANNING DIRECTOR SHALL HAVE FIVE (5) DAYS TO DETERMINE THE COMPLETENESS OF THE APPLICATION AND THIRTY (30) DAYS TO ISSUE HIS OR HER DECISION. IF AN APPLICANT FAILS TO RESUBMIT AN APPLICATION WITHIN SIX (6) MONTHS OF RECEIVING THE STAFF COMMENTS, THE APPLICATION SHALL BE DEEMED TO HAVE BEEN WITHDRAWN. IN LIEU OF REVISING AND RESUBMITTING THE APPLICATION, AN APPLICANT MAY INSTEAD REQUEST A FINAL DECISION OF DENIAL AND THEN SHALL HAVE THE OPTION OF FILING AN APPEAL CONSISTENT WITH SUBPARAGRAPH D. BELOW. D. THE APPLICANT MAY APPEAL THE PLANNING DIRECTOR'S DECISION TO THE PLANNING AND ZONING COMMISSION WITHIN TEN (10) CALENDAR DAYS OF THE ISSUANCE OF THE PLANNING DIRECTOR'S DECISION. PER THE PROCEDURES IN SECTION 16-18-1220, FILING AN APPEAL SHALL STAY THE ISSUANCE OF ALL OTHER PERMITS BY THE CITY AND ALL CONSTRUCTION ON THE PROJECT UNTIL THE APPEAL IS ACTED UPON. (ORD. 11 §15, 2011)



DIVISION 9 - PARKING STANDARDS
CENTRAL BUSINESS DISTRICT. SEE ARTICLE XVII, DIVISION 9 FOR STANDARDS APPLICABLE TO ALL CENTRAL BUSINESS SUB-DISTRICTS

PARKING & LOADING DESIGN ELEMENTS REQUIRED

RESIDENTIAL PARKING STANDARDS:

APARTMENT:
SURFACE PARKING DISCOURAGED
GARAGE/CARPORT PREFERRED
TYPE OF GARAGE

Rifle Apartments

Rifle, CO

- Adjacent to Downtown Rifle
- 60 Units – Serving individuals and families
- On Rifle Creek – Not in Floodplain
- All-Electric development
- Taking advantage of future infrastructure improvements
 - Park Avenue Extension
 - Rifle Creek Trail
- Multiple advantages to this site
 - Sufficient parking
 - Multiple, Low-rise buildings
 - Abundant Green Space On-Site
 - Build-out of last major vacant parcel in the CBD



Rifle Apartments

Rifle, CO

Type	1 Bedroom	2 Bedroom	3 Bedroom
30% AMI - PBV	2 Units (\$434)	8 Units (\$510)	4 Units (\$578)
50% AMI	12 Units (\$770)		
60% AMI	12 Units (\$937)	6 Units (\$1,114)	
70% AMI	2 Units (\$1,105)	4 units (\$1,316)	2 Units (\$1,509)
80% AMI	2 Units (\$1,273)	2 Units (\$1,517)	4 Units (\$1,742)
Total	30 Units	20 Units	10 Units

30% AMI - Project Based Vouchers
Retired
Disabled
Minimum Wage Jobs (\$13.65 per hour)

50% AMI (\$16.50/Hour)
Administrative Assistant
Grocery Store Worker
Customer Service Representative
Resturant Team Member
Delivery Driver
Retail Store Associate

60% AMI (\$19.80/Hour)
Research Associate
Warehouse Associate
Delivery Driver
Freight Handler/Yard Driver
In-Home Caregiver
U.S. Postal Service Carrier Assistant

70% AMI (\$23.10/Hour)
Medical Support Professional
Office Manager
Auto Body Repair Technician
Pest Control Technician
Accounting Associate
Merchandiser

80% AMI (\$26.40/Hour)
Assistant Store Manager
Heating and Cooling Service Technician
Sales Consultant
Food Manager
Youth Mentor
Moving Technician

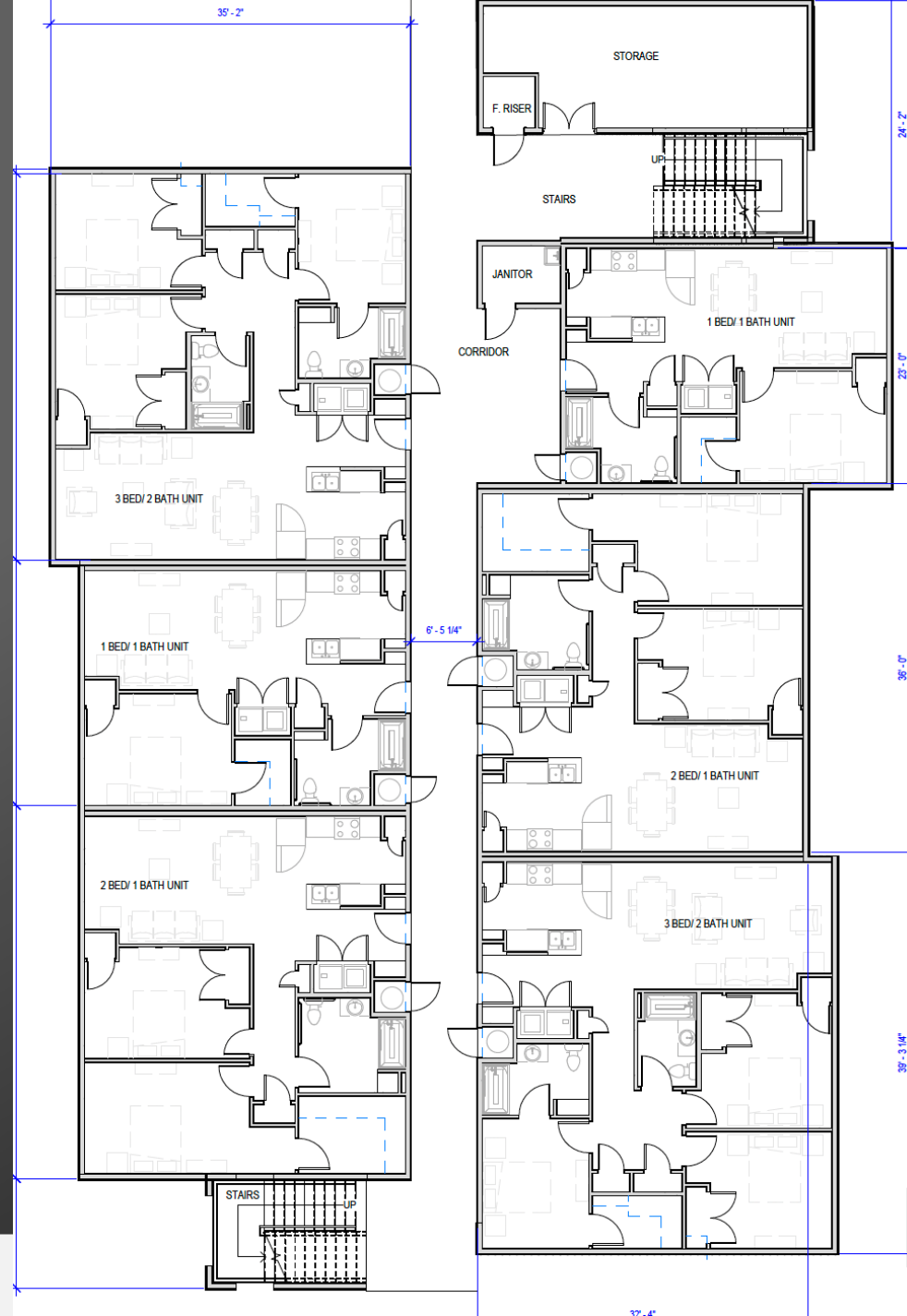
Rifle Apartments

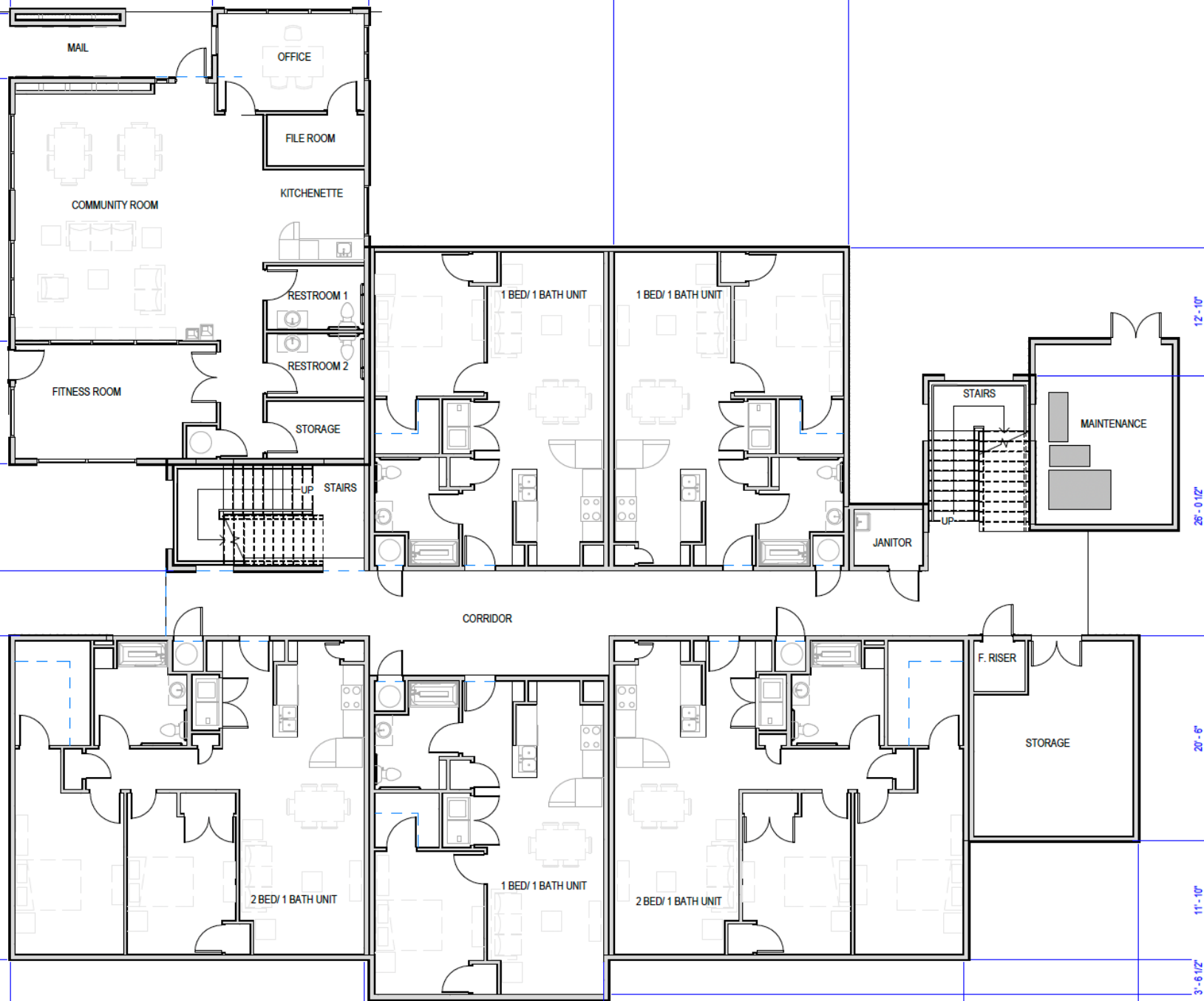
Rifle, CO

Zoning

- Multi-family is permitted per zoning code
- Addresses a major development opportunity within River Gateway sub-district
- 3-story low-rise apartment buildings in line with height desires of the zoning code
- Parking – 1:1:91 ratio residential with 115 spaces
- No commercial use









Rifle Apartments

Rifle, CO

- Adequate Parking – 115 Spots
- Abundant Green Space On-Site
- Adjacent to Downtown Rifle
- Develop largest parcel in CBD
- Connect site with Rifle Creek Trail
- Take advantage of forthcoming road infrastructure improvements
- Addresses CHFA Concerns
 - Parking
 - Western Slope General Contractor
 - More Units
 - Less Construction Cost Risk



Rifle Apartments

Rifle, CO

Next Steps

February 1, 2023: Submit CHFA Application

March 2023 – May 2023: Respond to CHFA questions

Meet with CHFA Board

June 2023: 9% LIHTC Awards Announced

June 2023 – June 2024: Prepare project for closing

Architect Construction Drawings

Line-Up Financing

Building Permit Process

June 2024 – November 2025 - Construction

December 2025 – Open to Residents



Rifle Apartments

Rifle, CO

Asks

- \$600,000 in direct financial support
- Personnel time and authorization for the City of Rifle Planning Department to apply for Infrastructure and Small Communities funds - \$4,000,000

Results

- 60 units of perpetually affordable housing
- A development that will support 100+ people living in downtown Rifle
- Develop large swath of vacant land with tasteful, design-forward multifamily housing, which takes advantage of the entire large site
- 100 construction jobs and 2 permanent property management and maintenance jobs





January 18th, 2022

Ms. Kathryn Grosscup
Manager, Housing Tax Credit
Colorado Housing and Finance Authority
1981 Blake Street
Denver, Colorado 80202

RE: Letter of Support from City of Rifle - Rifle Apartments – Evergreen Real Estate Group

Dear Ms. Grosscup:

The purpose of this letter is to indicate the City of Rifle's support for Evergreen Real Estate Group (Evergreen) in their application for federal low-income housing tax credits to Colorado Housing and Finance Authority (CHFA) for the Rifle Apartments project located in Rifle, Colorado. City Council has met with Evergreen Real Estate Group on their proposal for sixty (60) units of affordable housing that will serve residents of Rifle and are in support of this development.

The vacant site that Evergreen would develop has been envisioned as housing, fits within the City of Rifle's Downtown Master Plan, and supports residents living in the Central Business District of Downtown Rifle. This project site will also take advantage of significant Park-N-Ride infrastructure improvements that are currently being built and support the City of Rifle's Comprehensive Plan, especially regarding infill development. Additionally, the development will provide economic support to small businesses within the downtown area.

There are a number of improvements that the developer has made that addressed concerns identified by Council regarding the prior project on Railroad Avenue, specifically offering on-site parking that meets Code requirements and green space for residents. Nestled next to Rifle Creek, the project site will offer a unique connection for residents to Rifle Creek Trail, is a key connecting piece to the recently purchase Rifle Island, and will provide access to our trail system and flagship park - Centennial Park.

Rifle is not immune to the housing crisis that plagues our State and we have the immediate need for affordable housing. This project will help to address the housing needs of a broad range of residents, gives our City the opportunity to support a project that provides long-term affordable housing, and will develop a large vacant parcel in our Central Business District. This is the first time in nearly 20 years that the City of Rifle has a viable low-income housing tax credit affordable housing project that supports individuals and families. The project is needed in the City and is supported by Rifle City Council.

We hope that CHFA will strongly consider awarding low-income housing tax credits to the Rifle Apartments project based on the affordable housing needs in the City of Rifle, the improvements to the development plan that have been made, the positive outcomes it will have on the built environment in City of Rifle, and for the sake of the residents this project will ultimately benefit.

Sincerely,



Ed Green, Mayor

Brian Condie, Mayor Pro Tem

Chris Bornholdt, Councilor

Joe Carpenter, Councilor

Alicia Gresley, Councilor

Clint Hostettler, Councilor

Sean Strode, Councilor



Agenda Item #9.d.

Agenda Item Name:

Consider Approval of Purchase Order to Pall Water Systems for Water Plant Chemical Tank Heaters

Presenter:

Robert Burns, Utilities Director

Item Description:

Consider Purchase Approval - Water Plant Chemical Tank Heaters; one stainless steel, one titanium

Recommended Action:

Move to approve the purchase order for chemical tank heaters to PALL Water Systems Corporation in the amount of \$90,000.

Fiscal Impact:

Funds exist for this replacement

Operational Impact:

If heaters are not replaced, the chemical maintenance on the microfiltration membranes does not properly clean the membranes.

Prior Board Motions:

N/A

Background Information:

These heaters have been in continuous service since the plant was constructed and they have reached the end of their useful life.

Executive Summary:

See attached memo

Notification Requirements:

N/A

Prepared By:

Robert Burns, Utilities Director

Attachments:

1. PALL SOLE SOURCE - CHEMICAL TANK HEATERS



***City of Rifle, Colorado
Utility Department
Chemical Tank Heaters***

To: Tommy Klein, City Manager
From: Robert Burns, Utility Director – Utility Department
Re: Water Plant Chemical Tank Heaters

Mr. Klein,

Staff is requesting a purchase order in the amount of \$90,000 to replace two failed chemical tank heaters at the Rifle Regional Water Purification Facility. The heaters are essential for proper cleaning and maintenance of the microfiltration membranes. The units are 1 stainless steel and 1 titanium for chemical resistance. The existing heaters have run continuously for 6 years and have reached a point where they are no longer functional. PALL is the manufacturer / supplier of the total membrane system which includes the chemical tank heaters. Staff is recommending a sole source to PALL Corporation as they are currently the only supplier able to get replacement heaters.

Staff has tried other potential vendors but they have been unable to obtain pricing from the factory.

The total quote for the heaters is \$87,113.87 which DOES NOT INCLUDE FREIGHT, we do not anticipate excessive freight charges but will be expediting shipping, once the units are delivered and payment made we will close out the purchase order.

Thank you for your consideration

Robert P. Burns

Robert P. Burns
Utility Director
City of Rifle – Utility Department



CITY OF RIFLE PURCHASE REQUEST

1.	Vendor Name	NEW: W-9 attached ☐
	PALL WATER SYSTEMS	

2.	Vendor Address
	P.O. Box 5630, 839 State Route 13 Cortland, New York 13045-5630

3.	For the Purchase of (description)
	ANNUAL MAINTENANCE AND TECHNICAL SUPPORT

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$90,000	\$90,000	

5.	Dept. Name	General Ledger Acct #
	UTILITY - WATER	310.4331.400.43

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)	(MEMO ATTACHED-PAGE 1)

8.	Authorization Required	
	☒	City Manager
	☒	City Council

9.	Signatures		
	Position	Signature	Date
	Department Director	Robert P. Burns	1/11/2023
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		

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

All requests for the sole source process must comply with code sec. 4-3-40(a)

TYPE OF CONTRACT	ESTIMATED AMOUNT	PROCESS	Purchase Order? Purchase Request?	CITY COUNCIL APPROVAL REQUIRED?
Capital Construction	< \$5,000	Open Market code sec. 4-3-40(c)	> \$5,000 - PO	Yes if over \$25,000 or for any amount from Capital Fund.
	\$5,000-\$20,000	Comparative Pricing code sec 4-3-40(d)	Purchase Request	
	\$20,001-\$100,000	Competitive Bid code Sec 4-3-40(f)		
	> \$100,000	Bonded Competitive Bid		
Capital Construction Change orders	< = 10% of approved contract	When total change orders to date are < 10% - Dept Head or City Manager Approval	Purchase Request	Yes if total change orders to date are greater than 10%
	> 10% of approved contract			
Capital Equipment	< \$5,000	Open Market code sec. 4-3-40(c)	> \$5,000 - PO	Yes if over \$25,000 or for any amount from Capital Fund.
	\$5,000-\$20,000	Comparative Pricing code sec 4-3-40(d)	Purchase Request	
	> \$20,000	Competitive Bid code Sec 4-3-40(f)		
Plant Equipment Replacement (purchases necessary for replacement of existing equipment that is component part of any water, wastewater, or physical plant)	< \$7,500	Open Market code sec. 4-3-40(c)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$75,000
	\$7,500-\$75,000	Comparative Pricing code sec 4-3-40(d)	Purchase Request	
	>\$75,000	Competitive Bid code Sec 4-3-40 (f)		
Materials, Supplies, Non-Professional Services and Technical Services (including software/hardware maintenance technical services)	< \$10,000	Open Market code sec. 4-3-40(c)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$20,000
	>\$10,000	Comparative Pricing code sec 4-3-40(d)	Purchase Request	
Professional Services (note- process for appointed positions such as auditor, attorney, engineer, or municipal judge to be determined by Council))	< \$25,000	Open Market code sec. 4-3-40(c)	All - Purchase Request	Yes if anticipated to exceed \$25,000 per year to a single vendor. Special provisions for professional services sole source in code sec. 4-3-50 (6) **at bottom of table
	> = \$25,000	Written requests for written proposals must be sent to at least 3 firms or individuals		
Utilities including installation of equipment (purchases to secure utility services such as natural gas, electricity, local telephone, water, or sewer)	any amount	Sole Source (negotiations, where appropriate, after good faith determination that only one viable source exists in relevant supply area - keep records for one year)	> \$5,000 - PO >= \$5,000 - Purchase Request	No
Real Property Interest (including easements and rights of way)	any amount	Sole Source (see above)	> \$5,000 - PO >= \$5,000 - Purchase Request	Yes if over \$5,000.



Pall Advanced Separation Systems
839 NYS Route 13
PO Box 5630
Cortland, N.Y. 13045-5630
607.753.6041 phone / 607.758.4526 fax
www.pallwater.com

PROPOSAL SUMMARY

Date: January 10, 2023

Company: City of Rifle

Quote No.: OPP1841771R1

Inquiry Date	Shipping Terms	EX WORKS	Quote Valid for
1/10/2023	Prepaid and Add	ORIGIN	30 days

<i>PASS MM# or Item #</i>	<i>Part Number / Description</i>	<i>Qty</i>	<i>Unit Price USD\$</i>	<i>Total Value USD\$</i>
WH075289	HEATER,INDEEC,80KW,10",480V,TITANIUM,4 X Caustic Tank Heater	1	\$67,380.95	\$67,380.95
WH075290	HEATER,INDEEC,80KW,10",480V,INCOLOY,4X	1	\$19,732.92	\$19,732.92

Terms of Sale: Net 30 Days. Shipment is made via 3rd party billing (please provide an account number), or origin collect. Please include Palls' shipping terms on your purchase order. Modules are subject to availability at receipt of PO

Shipment Lead Time: subject to prior sale

Comments:

Pall's minimum order value is \$500.00. Exception to this will be taken only on a case by case basis. An order processing fee may apply to orders that are accepted, but do not meet the minimum order value. If the ordered quantity is different than the quoted quantity, the unit price is subject to change and will require confirmation from Pall Advanced Separations Systems prior to order acceptance.

Spare Parts Order acceptance and payment terms: Pall Advanced Separations Systems requires all Accounts outstanding beyond 30 days to be paid in full prior to order acceptance. Your account status will be verified at the time of order placement, and you will be notified if you have a balance due. To avoid order processing and good shipment delays, please insure your account is up to date in advance of placing your order.

Please Address Your Order to: PALL ADVANCED SEPARATIONS SYSTEMS, Attn: Customer Service, E-mail to Pall_Technology_CSC@pall.com

Respectfully Submitted,
PALL ADVANCED SEPARATIONS SYSTEMS
Pall Technology Services
By: Alexander Braman
Title: Regional Sales Manager

All sales made by Pall are subject to general conditions of sales set forth on the attached page.



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839 NYS Route 13
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www.pallwater.com

Authorization for Service Form **OPP1841771R1**

I am an authorized representative of the Customer, and I accept the Terms and Conditions of this Service Agreement on behalf of the Customer. I authorize Pall Water Systems to perform the work defined in this agreement, and accept the costs and charges defined in this agreement.

Company: _____

Print Name

Title/Position

Signature

Date

Purchase Order No. or Reference for Billing: _____

Remit this form & PO# to our Pall Water Customer Service email: pall_technology_csc@pall.com

Customer Billing Address:

Customer Shipping Address (Spare Parts):

Customer Comments:

Standard Terms and Conditions of Sale Non-Systems – The Americas Pall Water

1. Applicability: Entire Agreement:

1.1. These terms and conditions of sale (these "**Terms**") are the only terms which govern the sale of the goods identified on Buyer's purchase order (the "**Goods**") by Seller to Buyer. By placing a purchase order, Buyer makes an offer to purchase the Goods pursuant to these Terms, including (a) a list of the Goods to be purchased; (b) the quantity of each of the Goods ordered; (c) the requested delivery date; (d) the unit Price for each of the Goods to be purchased; (e) the billing address; and (f) the delivery location (the "**Basic Purchase Order Terms**"), and on no other terms.

1.2. The accompanying quotation, proposal, confirmation of sale, invoice, order acknowledgment or similar document delivered by Seller to Buyer (the "**Sales Confirmation**"), the Basic Purchase Order Terms and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

1.3. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

2. Non-delivery:

2.1 The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's Shipment Point (as defined in **Section 4**) is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

2.2 Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within 10 days of the date when the Goods would in the ordinary course of events have been received.

2.3 Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

3. Delivery:

3.1 The Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods. The delivery and/or shipping schedule is the best estimate possible based on conditions existing at the time of Seller's Sales Confirmation or Seller's quotation and receipt of all specifications, as applicable, and in the case of non-standard items, any such date is subject to Seller's receipt of complete information necessary for design and manufacture. Seller shall not be liable for any delays, loss or damage in transit or for any other direct, indirect, or

consequential damages due to delays, including without limitation, loss of use.

3.2 Seller may, in its sole discretion, without liability or penalty, deliver partial shipments of Goods to Buyer and ship the Goods as they become available, in advance of the quoted delivery date. If the Goods are delivered in installments, then insofar as each shipment is subject to the same Agreement, the Agreement will be treated as a single contract and not severable provided that if Goods are delivered in installments at the request of Buyer, Buyer shall be responsible for all shipping and freight costs associated with such installments.

3.3 Seller shall make the Goods available to Buyer at Seller's factory or designated shipment point (each, "**Seller's Shipment Point**") using Seller's standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods within 5 days of Seller's written notice that the Goods have been delivered to the Seller's Shipment Point.

3.4 If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Seller's Shipment Point, or if Seller is unable to deliver the Goods at the Seller's Shipment Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) title and risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

4. Shipping Terms: Unless otherwise mutually agreed to in writing by the parties, delivery shall be FCA (Seller's Shipment Point) INCOTERMS 2010. At Buyer's request, Seller will, at Buyer's risk and expense, arrange for the delivery of the Goods to Buyer's site/facility and Buyer will pay, or reimburse Seller, for all freight charges, taxes, duties, entry fees, brokers' fees, special, miscellaneous and all other ancillary charges and special packaging charges incurred.

5. Title and Risk of Loss: Title and risk of loss passes to Buyer upon the earlier of (i) delivery of the Goods at the Seller's Shipment Point or (ii) deemed delivery pursuant to clause 3.4 above. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the New York Uniform Commercial Code.

6. Inspection and Rejection of Nonconforming Goods:

6.1 Buyer shall inspect the Goods within 10 days of receipt for purposes of identifying the Goods and general verification of quantities and observation of apparent condition in order to provide a basis for a progress payment. (the "**Inspection Period**"). Within ten days of such receipt, Buyer shall provide Seller with written notice of Buyer's determination regarding conformity of the Goods. In the event Buyer does not provide such notice, it will be presumed that the Goods appear to be conforming and that Buyer has accepted the Goods. . Such notification shall identify each and every alleged nonconformity of the Goods, including any missing parts and describe that portion of the shipment in question.

6.2 If Buyer timely notifies Seller of any nonconforming Goods, Seller shall, in its sole discretion, (i)

replace such nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such portion of nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the nonconforming Goods to Seller's Shipment Point. If Seller exercises its option to replace nonconforming Goods Seller shall, after receiving Buyer's shipment of nonconforming Goods as applicable, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Seller's Shipment Point.

6.3 Buyer acknowledges and agrees that the remedies set forth in **Section 6.2** are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under **Section 6.2**, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

6.4 If Seller delivers to Buyer a quantity of Goods of up to 5% more or less than the quantity set forth in the Sales Confirmation, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Sales Confirmation adjusted pro rata.

7. Services: Seller will provide such services as are expressly described in the Sales Confirmation (collectively, the "**Services**"), during normal business hours, unless otherwise specified in the Sales Confirmation. Services requested or required by Buyer outside of these hours or in addition to the quoted or agreed upon services will be charged at Seller's then current schedule of rates, including overtime charges, if applicable, and will be in addition to the charges outlined in the Sales Confirmation.

8. Purchase Price: The price for the Goods and/or Services thereof shall be Seller's quoted price. Seller may also at any time assess a fuel or energy surcharge (in addition to the price of the Goods) (the "**Purchase Price**"). The Purchase Price is based on the project schedule defined in this Agreement, Sales Confirmation or applicable contract documents. Notwithstanding anything to the contrary set out herein, in the event of any delay to Seller's delivery schedule caused by Buyer or its representatives (other than for Force Majeure or delays caused by Seller), including without limitation, a suspension of work or the project, a postponement of the delivery date or failure to timely issue of a notice of commencement or similar document, then the Purchase Price shall increase by 1% for every month or partial month of such delay and this Agreement shall be construed as if the increased Purchase Price were originally inserted herein, and Buyer shall be billed by Seller on the basis of such increased Purchase Price.

9. Taxes: The Purchase Price is exclusive of any applicable federal, state or local sales, use, excise or other similar taxes, including, without limitation, value added tax, goods and services tax or other similar tax imposed by any governmental authority on any amounts payable by Buyer. All such taxes will be for Buyer's account and will be paid by Buyer to Seller upon submission of Seller's invoices. Buyer agrees to make tax accruals and payments to the tax authorities as appropriate. If Buyer is exempt from any applicable sales tax or equivalent, but fails to notify Seller of such exemption or fails to furnish its Sales Tax Exemption Number to Seller in a timely manner and Seller is required to pay such tax, the amount of any such payment made by Seller will be reimbursed by Buyer to Seller upon submission of Seller's invoices.

10. Payment:

10.1 Buyer shall pay all invoiced amounts due to Seller within 30 days from the date of Seller's

invoice. Buyer shall make all payments hereunder by EFT, wire transfer, or check and in US dollars. Payment for foreign billing shall be in accordance with Seller's written instructions.

10.2 Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend performance of any Purchase Order, or suspend the delivery of any Goods, if Buyer fails to pay any amounts when due hereunder and such failure continues for 5 days following written notice thereof. Additionally Seller may require payment in cash, security or other adequate assurance satisfactory to Seller when, in Seller's opinion, the financial condition of Buyer or other grounds for insecurity warrant such action.

10.3 All sales are subject to the approval of Seller's credit department. Seller and Buyer both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new bank or mailing instructions by calling Seller and speaking with Seller's accounts receivable contact before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute any mailing or bank transfer instruction changes or require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

10.4 Buyer may not withhold or setoff any amounts that may be claimed by Buyer against any amounts that are due and payable to Seller by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

10.5 Notwithstanding anything herein to the contrary, this Agreement may be modified or terminated/cancelled, and scheduled shipments hereunder may be deferred or changed, only: (i) upon Buyer's prior written notice to Seller, and Seller's written acknowledgment of the notice; and (ii) upon terms satisfactory to Seller. Buyer shall pay to Seller all fees, charges and/or costs that Seller assesses because of any modification, termination/cancellation, deferment and/or change, including without limitation all termination/cancellation fees, restocking fees, storage fees, insurance costs, freight costs, nonrecurring engineering or production costs and recovery of cost plus reasonable profit required in the event of Buyer's termination without cause.

11. Limited Warranty:

11.1 Limited Warranty for Goods. Seller warrants to Buyer that for a period of twelve months from the date of delivery of the Goods, including deemed delivery pursuant to clause 3.4 above (the "**Warranty Period**"), that the Goods manufactured by Seller, when properly installed and maintained, and operated at ratings, specifications and design conditions specified by Seller, will materially conform to Seller's specifications for such Goods set forth in Seller's proposal, or, in the absence of such a proposal, such specifications for such Goods appearing in Seller's product catalogues and literature or in the Sales Confirmation, at the time of the order and will be free from material defects in material and workmanship (this "**Limited Warranty**"). Buyer shall notify Seller promptly in writing of any claims within the Warranty Period and provide Seller with an opportunity to inspect and test the Goods or service claimed to fail to meet this Limited Warranty. Buyer shall provide Seller with a copy of the original invoice for the product or service, and prepay all freight

charges to return any Goods to Seller's factory, or other facility designated by Seller. All claims must be accompanied by full particulars, including system operating conditions, if applicable. If the defects are of such type and nature as to be covered by this Limited Warranty, Seller shall, at its option and in its sole discretion, either: (a) accept return of the defective Goods and furnish replacement Goods; (b) furnish replacement parts for the defective Goods; (c) repair the defective Goods; or (d) accept return of the defective Goods and return payments made, or issue credits for, such defective Goods. If Seller determines that any warranty claim is not, in fact, covered by this Limited Warranty, Buyer shall pay Seller its then customary charges for any additionally required service or products.

11.2 Limited Warranty for Services. Seller further warrants that all Services performed hereunder, if any, will be performed in a workmanlike manner in accordance with applicable law and industry standards by qualified personnel (this "**Limited Warranty for Services**"); this Limited Warranty for Services shall survive for 30 days following Seller's completion of the Services (the "**Service Warranty Period**"). In the event of a warranty claim under this Limited Warranty for Services, Buyer shall inform Seller promptly in writing of the details of the claim within the Service Warranty Period. Seller's liability under any service warranty is limited (in Seller's sole discretion) to repeating the service that during the Service Warranty Period does not meet this Limited Warranty for Services or issuing credit for the nonconforming portions of the service. If Seller determines that any warranty claim is not, in fact, covered by the foregoing Limited Warranty for Services, Buyer shall pay Seller its then customary charges for all services performed by Seller.

11.3 No Warranty as to Third Party Products. Products manufactured by a third party ("**Third Party Product**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in **Section 11.1**. For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.** With respect to any Third Party Product, the warranty, if any, is provided solely through the manufacturer of such Third Party Product, the terms of which vary from manufacturer to manufacturer and Seller assumes no responsibility on their behalf. For Third Party Products, specific warranty terms may be obtained from the manufacturer's warranty statement.

11.4 Other Limits. **EXCEPT FOR THE WARRANTIES SET FORTH IN SECTIONS 11.1 and 11.2, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS AND SERVICES, INCLUDING WITHOUT LIMITATION ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.** Seller does not warrant against, and in no event shall Seller be liable for, damages or defects arising out of improper or abnormal use, misuse, abuse, improper installation (other than by Seller), application, operation, maintenance or repair, alteration, accident, or for negligence in use, storage, transportation or handling or other negligence of Buyer. In no event shall Seller be liable for any Goods repaired or altered by someone other than Seller other than pursuant to written authorization by Seller. All product warranties and performance guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly and is in good working order, (b) all operations are consistent with Seller

recommendations, (c) operating conditions at the job site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise.

11.5 Exclusive Obligation. THIS WARRANTY IS EXCLUSIVE. THE LIMITED WARRANTY AND THE LIMITED WARRANTY FOR SERVICES ARE THE SOLE AND EXCLUSIVE OBLIGATIONS OF SELLER WITH RESPECT TO THE DEFECTIVE GOODS AND SERVICES. SELLER SHALL NOT HAVE ANY OTHER OBLIGATION WITH RESPECT TO THE GOODS, SERVICES, OR ANY PART THEREOF, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. THE REMEDIES SET FORTH IN SECTIONS 11.1 AND 11.2 SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11.1 AND 11.2.

11.6 Buyer Breach. In no event shall Buyer be entitled to claim under the above Limited Warranties if Buyer is in breach of its obligations, including but not limited to payment, hereunder.

12. Limitation of Liability:

12.1 IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, INCLUDING WITHOUT LIMITATION, REMANUFACTURING COSTS AND REWORK COSTS, DE-INSTALLATION OR REINSTALLATION COST, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (TORT, CONTRACT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND WHATEVER THE FORUM, WHETHER ARISING OUT OF OR IN CONNECTION WITH THE MANUFACTURE, PACKAGING, DELIVERY, STORAGE, USE, MISUSE OR NON-USE OF ANY OF ITS GOODS OR SERVICES OR ANY OTHER CAUSE WHATSOEVER.

12.2 IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER

12.3 The limitation of liability set forth in **Section 12.2** above shall not apply to liability resulting from Seller's gross negligence or willful misconduct.

13. Cancellation: Buyer may not cancel this Agreement after Sales Confirmation unless all the details are approved in writing by the parties, including Buyer's agreement to pay a stated amount of termination charges.

14. Termination: In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for 10 days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

15. Changes: Seller shall not be obligated to implement any changes or variations in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes or variations necessitated by a change in applicable law occurring after the effective date of this Agreement including these Terms.

16. Intellectual Property Infringement: Buyer has no authorization to make any representation, statement or warranty on behalf of Seller relating to any Goods sold hereunder. Buyer shall indemnify and defend, at its own expense, Seller against claims or liability for U.S. or applicable foreign patent, copyright, trademark or other intellectual property infringement and for product liability arising from the preparation or manufacture of the Goods according to Buyer's specifications or instructions, or from Buyer's unauthorized or improper use of the Goods or part thereof, or from any changes or alterations to the Goods or part thereof made by persons other than Seller, or from the use of the Goods in combination with products not furnished by Seller or from the manufacture or sale or use of Buyer products which incorporate or integrate the Goods.

17. Ownership of Materials: All ideas, concepts, whether patentable or not, devices, inventions, copyrights, improvements or discoveries, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information that are: a) created, prepared, reduced to practice or disclosed by Seller; and/or b) based upon, derived from, or utilize the Confidential Information of Seller, and all related intellectual property rights, shall at all times remain Seller's property. No right, title or interest in any patents, trademarks, trade names or trade secrets, or in any pattern, drawing or design for any of the Goods or in any other Seller intellectual property right, shall pass or transfer to the Buyer and Seller shall at all times retain ownership rights therein. Notwithstanding the foregoing, Seller grants Buyer a non-exclusive, non-transferable license to use any such material to the extent necessary and solely for Buyer's use of the Goods purchased by Buyer from Seller hereunder. Buyer shall not disclose any such material to third parties without Seller's prior written consent. As a condition to Seller's delivery to Buyer of the Goods, Buyer shall not, directly or indirectly, and shall cause its employees, agents and representatives not to: (i) alter or modify the Goods, (ii) disassemble, decompile or otherwise reverse engineer or analyze the Goods, (iii) remove any product identification or proprietary rights notices, (iv) modify or create derivative works, (v) otherwise take any action contrary to Seller's rights in the technology and intellectual property relating to the Goods, (vi) assist or ask others to do any of the foregoing.

18. Export: As a condition to Seller's delivery to Buyer of the Goods, Buyer agrees, with respect to the exportation or resale of the Goods by Buyer, to comply with all requirements of the International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations ("EAR"), regulations issued thereunder and any subsequent amendments thereto, and all other national, including, but not limited to, European, government laws and regulations on export controls, including laws and regulations pertaining to export licenses, restrictions on export to embargoed countries and restrictions on sales to certain persons and/or entities. Buyer further agrees that the shipment and/or delivery of the Goods by Seller is contingent upon Seller obtaining all required export authorizations, licenses, and permits (collectively, "**Authorizations**") and Buyer agrees that Seller shall not be liable to Buyer for any failure or delay in the shipment or delivery of the Goods if such Authorizations are delayed, conditioned, denied or not issued by the regulatory or governmental agencies having jurisdiction over such Authorizations.

19. Confidentiality: If Seller discloses or grants Buyer access to any research, development, technical, economic, or other business information or "know-how" of a confidential nature, whether reduced to writing or not, Buyer will not use or disclose any such information to any other person or

company at any time, without Seller's prior written consent. In the event that Buyer and Seller have entered into a separate confidentiality agreement (the "**Confidentiality Agreement**"), the terms and conditions of the Confidentiality Agreement shall take precedence over the terms of this paragraph.

20. No Waiver: No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. Seller's failure to exercise, or to delay in exercising, any right, remedy, power or privilege arising from this Agreement, or to insist on Buyer's strict performance of these Terms shall not operate as or be construed as a waiver by Seller.

21. Force Majeure: Under no circumstances shall Pall have any liability for any breach relating to nonperformance or underperformance caused by extreme weather, natural disaster, fire, accident or other act of God; strike, lock out or other labor shortage or disturbance; lock down, boycott, embargo or tariff; terrorism or act of terrorism, war or war condition or civil disturbance or riot; failure of public or private telecommunications networks; delay of carriers or other industrial, agricultural or transportation disturbance; failure of normal sources of supply; epidemics, pandemics, contagion, disease or quarantine; law, regulation or any act of government; or any other cause beyond Pall's reasonable control. Pall's performance shall be excused and deemed suspended during the continuation of such event or events and, for a reasonable time thereafter, delayed or adjusted accordingly.

22. No Third-Party Beneficiaries: This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

23. Relationship of the Parties: The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

24. Validity: If any provision of this Agreement, the Sales Confirmation or these Terms is held by any competent authority to be invalid or unenforceable in whole or in any part, such provision shall be ineffective, but only to the extent of such invalidity or unenforceability, without invalidating the remainder of such provision nor the other provisions, which shall not be affected.

25. Governing Law: This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement or the transaction(s) contemplated by it, shall be governed by the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York. The parties expressly exclude the application of the United Nations Conventions on Contracts for the International Sale of Goods, and further exclude the applications of the International Sale of Goods Contracts Convention Act, S.C. 1990-1991, C. 13, and the International Sale of Goods Act, R.S.O. 1990, C.I. 10, as amended.

26. Submission to Jurisdiction: Buyer and Seller hereby unconditionally and irrevocably submit to (and waive any objection on the grounds of inconvenient forum or otherwise) the jurisdiction of the Supreme Court of the State of New York, County of Nassau or the United States District Court for the Southern District of New York, which courts shall have exclusive jurisdiction to adjudicate and

determine any suit, action or proceeding regarding or relating to this Agreement and the purchase and supply of the Goods. A judgment, order or decision of those courts in respect of any such claim or dispute shall be conclusive and may be recognized and enforced by any courts of any state, country or other jurisdiction.

27. No Jury Trial: BUYER AND SELLER HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

28. Survival: All payment, confidentiality and indemnity obligations, warranties, limitations of liability, product return, and ownership of materials provisions, together with those sections the survival of which is necessary for the interpretation or enforcement of these Terms, shall continue in full force and effect for the duration stated in such provisions or the applicable statute of limitations.

29. Amendment and Modification: This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.



Agenda Item #9.e.

Agenda Item Name:

Consider Approval of Purchase Order to AXON Taser for Taser Certification Bundle

Presenter:

Debra Funston, Chief of Police

Item Description:

This is a recurring expense covering our certifications/warranties for our Axon Taser Equipment. It also provides replacement parts and equipment on an annual basis.

Recommended Action:

Move to approve the purchase order to AXON Taser in the amount of \$13,185.84 for Taser Certification Bundle.

Fiscal Impact:

This expense is budgeted in our 2023 Rifle Police Budget.

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

Please see Executive Summary.

Executive Summary:

This is a sole-sourced recurring expense. Axon Inc. is the leader in the Taser industry. We have contracted with Taser to provide ongoing support for licensing, certifications, training, equipment, warranty, and supplies for our Taser less-lethal program. This expense supports the Taser program for the Rifle Police Department.

Notification Requirements:

N/A

Prepared By:

Debra Funston, Chief of Police

Attachments:

1. AXON Taser INV
2. AXON TASER PURCHASE REQUEST

Invoice



Axon Enterprise Inc.
 PO BOX 29661
 DEPARTMENT 2018
 PHOENIX, AZ 85038-9661
 Ph: 1-480-991-0797, option 5, option 1
arinquies@axon.com
www.axon.com
 TIN: 86-0741227
 DUNS Number: 832176382
 UEI Number: TBW7MGPYURM7

Invoice ID INUS127255
 Date 01-Jan-23
 Page 1 of 7
 Sales Order SUS0114805,
 Requisition
 Your Ref Q-357378
 Our Ref
 Payment Net 30 days
 Invoice Account 108035
 Terms of Delivery FCA

BILL TO

Rifle Police Department - CO
 201 E 18th St
 Rifle, CO 81650-3237
 USA

SHIP TO

Rifle Police Department - CO
 201 E 18th St
 Rifle, CO 81650-3237
 USA

		Bundled Item Number	Bundled Description	Bundled Quantity	Unit Price	Amount
		T7Cert	2021 Taser 7 Certification Bundle	21.00		13,185.84
Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
1	1	20248	TASER EVIDENCE.COM ACCESS LICENSE Tax Date 01-Jan-23	21.00	247.63	
2	1	20248	TASER EVIDENCE.COM ACCESS LICENSE Tax Date 01-Jan-23	1.00	247.63	
3	1	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM Tax Date 01-Jan-23	21.00	123.81	
4	1	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER Tax Date 26-Mar-22	21.00	66.03	
5	1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS Tax Date 26-Mar-22	63.00	31.37	

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS127255	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	1820 E Sky Harbor Circle South,
		Reference No	INUS127255	Reference No INUS127255	Phoenix AZ 85034
					Reference No INUS127255

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

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Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
6	1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS Tax Date 26-Mar-22	63.00	31.37	
7	1	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R Tax Date 26-Mar-22	21.00	1,109.22	
8	1	80395	EXT WARRANTY, TASER 7 HANDLE Tax Date 26-Mar-22	21.00	247.63	
9	1	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS Tax Date 26-Mar-22	21.00	40.45	
10	1	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS Tax Date 26-Mar-22	21.00	40.45	
11	1	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED) Tax Date 26-Mar-22	1.00	123.81	
12	1	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 7.5 IN., TASER 7 Tax Date 26-Mar-22	1.00	61.91	

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Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
13	1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS Tax Date 26-Mar-22	42.00	31.37	
14	1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS Tax Date 26-Mar-22	42.00	31.37	
15	1	20018	TASER 7 BATTERY PACK, TACTICAL Tax Date 26-Mar-22	25.00	70.99	
16	1	80374	EXT WARRANTY, TASER 7 BATTERY PACK Tax Date 26-Mar-22	25.00	16.64	
17	1	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS Tax Date 26-Mar-22	42.00	31.37	
18	1	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS Tax Date 26-Mar-22	42.00	31.37	
19	1	74200	TASER 7 6-BAY DOCK AND CORE Tax Date 26-Mar-22	1.00	1,238.13	

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Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
20	1	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK Tax Date 26-Mar-22	1.00	247.63	
21	1	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK Tax Date 26-Mar-22	1.00	36.24	
22	1	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK Tax Date 26-Mar-22	1.00	8.63	
23	1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS Tax Date 01-Jan-23	42.00	31.37	
24	1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS Tax Date 01-Jan-23	42.00	31.37	
25	1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS Tax Date 01-Jan-23	42.00	31.37	
26	1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS Tax Date 01-Jan-23	42.00	31.37	

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Page 5 of 7
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Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Amount
27	1	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS Tax Date 01-Jan-23	42.00	31.37	
28	1	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS Tax Date 01-Jan-23	42.00	31.37	
29	1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS Tax Date 01-Jan-23	42.00	31.37	
30	1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS Tax Date 01-Jan-23	42.00	31.37	
31	1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS Tax Date 01-Jan-23	42.00	31.37	
32	1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12- DEGREE) NS Tax Date 01-Jan-23	42.00	31.37	

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Sales Amount	13,185.84
Misc. Charges	0.00
Discount	0.00
Sales Tax	0.00
Total	13,185.84
Amount Received	0.00
BALANCE DUE	USD 13,185.84

Payment Due 31-Jan-23

PAYMENT REMITTANCE INFORMATION

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Tax Note*Ship-to-address Legend***

1 Rifle Police Department - CO
201 E 18th St
Rifle, CO 81650-3237
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**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	Axon Enterprises Inc.	

2.	Vendor Address
PO Box 29661 Department 2018 Phoenix, AZ 85038-9661	

3.	For the Purchase of (description)
Taser 7 Certification Bundle	

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	13,185.84	13,185.84	

5.	Dept. Name	General Ledger Acct #
	RPD	100-4210-400-641 Minor Equipment

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	Debra Funston	01-11-23
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		



TABLE 1 - IS A PURCHASE ORDER NECESSARY

<u>Amount of Purchase</u>	<u>Is Purchase Order Needed</u>	<u>Method of Source Selection</u>
\$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

<u>Methods of source selection</u>	<u>Contract limits</u>
Competitive sealed bidding	Greater than \$50,000.00
Competitive sealed proposals	Greater than \$10,000.00 and less than \$50,000.00.
**Greater than \$50,000 allowed for Construction Manager/General Contractor proposals, or similar type proposal.	
Small purchases	Less than \$10,000.00 - DEPARTMENT HEAD DISCRETION

TABLE 3 - LOCAL VENDOR PREFERENCE

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



Agenda Item #10.a.

Agenda Item Name:

Report to City Manager

Presenter:

Tommy Klein, City Manager

Item Description:

Staff report on notable tasks completed within the individual departments.

Recommended Action:

No action necessary

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

Work Report to City Manager
01/13/2023

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, Deputy City Clerk

Attachments:

1. Report to City Manager 01.13.2023

WORK REPORT TO CITY MANAGER

01.13.2023

PIO

- Continuing updates on website and social media on local issues and citizen concerns.
- Press releases regarding EIAF grant for Gateway project and MLK Day holiday closures.
- Attended GRIT meeting.

COURT

- Handled 61 adult cases and 07 juvenile cases on January 4 court day.
- Held 06 telephone hearings with inmates in custody.
- The court handled at least 236 more cases in 2022 than in 2021. In 2021 it was 1282 total cases. In 2022, so far, we are at 1518. That number will end up being slightly higher due to the fact that we have not received and entered some remaining citations from the police department.
 - The largest increases were in criminal cases, parking and criminal traffic cases (driving offenses resulting in accidents or cases where the violation itself carries a penalty of 6 points or higher).

PUBLIC WORKS

The following are Capital Improvement Projects (CIP) currently in progress, to include inspection and administration, design, and/or planning:

- 0.5 MG Airport Water Tank: construction has been halted due to winter conditions.
- Projects in design phase: Whiteriver, Tripp, and Morrow Dr. re-construction; E. 5th & Ute rebuild; Railroad Ave – 5th to 9th rebuild.
- Park Hill retaining wall for City/Frontella property line: CTL Thompson design report for engineering of wall forthcoming
- 100 Block of W. 2nd Street Rehab: streetlamps in service
- Whiteriver Signalization: preparation of plans for Final Office Review (FOR) – 90% Plan Design Meeting tentatively planned for mid to late April 2023.
- Update of Public Works Manual.
- Developing plans and procedure and receiving 3rd party review for Colorado River Bridge 16" water line restraint and alignment repair.

Fleet

- Fleet maintenance for winter operations
- Repair of Volvo backhoe for Utilities: 3rd party mechanic to remove transmission this week

Operations & Maintenance

- Snowplow operations
- Pothole repair

Two weeks look-ahead

- Snow removal efforts
- Preparation for Spring Auction of Surplus Vehicles