



CITY COUNCIL

WORKSHOP AND REGULAR MEETING AGENDA

March 15, 2023
7:00 PM
202 Railroad Avenue, Rifle, CO

6:00 PM - Workshop Meeting

Discussion and Review

- a.** Receive Presentation on Critical Incident Communications

7:00 PM - Regular Meeting

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Public Comment** *(maximum time permitted for Public Comment is 3 minutes per person)
- 5. Consent Agenda**
 - 5.a.** Consider Minutes of the March 1, 2023, Regular Meeting
 - 5.b.** Consider Liquor License Renewal for Western Slope Investments dba Wing Nutz Bar and Grill
- 6. Action, if any, on Workshop Items**
- 7. Regular Agenda**
 - 7.a.** Consider Ordinance No. 6, Series of 2023 - Tractor Supply Access to Airport Road - 1st Reading
 - 7.b.** Consider Clarifier Drive Emergency Rebuild Proposal
- 8. Administrative Reports**
 - 8.a.** Report to City Manager
- 9. Comments from Mayor and Council**
- 10. Adjournment**



Agenda Item #a.

Agenda Item Name:

Receive Presentation on Critical Incident Communications

Presenter:

Angela Mills

Item Description:

Receive Presentation on Critical Incident Communications

Recommended Action:

None

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Angela Mills is the PIO for the police department. She will provide the Council with an overview of how the information will be distributed to the public in the event of a major incident.

Executive Summary:

Angela Mills is the PIO for the police department. She will provide the Council with an overview of how the information will be distributed to the public and press in the event of a major incident.

Notification Requirements:

None

Prepared By:

Tommy Klein, City Manager

Attachments:

1. Major Incident Workshop for City Council



Major Incident Training

March 15, 2023

What is a Major Incident

- ✎ **An event or situation with a range of serious consequences which requires special arrangements to be implemented by one or more emergency responder agency**

Details of Major Incident

- ✎ "Emergency responder agency" describes all category one and two responders as defined in the Civil Contingencies Act (2004) and associated guidance.
- ✎ **A major incident is beyond the scope of business-as-usual operations**, and is likely to involve serious harm, damage, disruption or risk to human life or welfare, essential services, the environment or national security.
- ✎ A major incident may involve a single-agency response, although it is more likely to require a multi-agency response, which may be in the form of multi-agency support to a lead responder.
- ✎ The severity of the consequences associated with a major incident are likely to constrain or complicate the ability of responders to resource and manage the incident, although a major incident is unlikely to affect all responders equally.
- ✎ **The decision to declare a major incident will always be a judgement made in a specific local and operational context, and there are no precise and universal thresholds or triggers.**

Tasks and Responsibilities

Police

-  Respond to threat ensure safety of situation for additional first responders, victims and community

Fire/Medical

-  Assists victims and secure situations involving fire and or toxins

Communications

- ❧ Council members can communicate directly with Kathy Pototsky. She will be your communications liaison.
- ❧ Public Information Officers will communicate directly with all media and manage social media outlets, school district and all other agencies.
- ❧ Please direct all media inquiries to Angela Mills
- ❧ Please refrain from posting on Social Media

Police Department PIO

- ❧ Please contact our Police Department PIO
 - ❧ Angela Mills, **970-665-6500**, mills@rifleco.org
- ❧ During a Major Incident best practice is to update media every 20 minutes.

Preparation

- ❧ PIO go-kit has been built
 - ❧ Emergency contacts
 - ❧ All GarCo PIO contacts
 - ❧ Pre-built graphics
 - ❧ Framed CAP statements



Staging

“The City of Rifle will follow the Incident Command System to accommodate the fluid nature of a major incident. During a major incident the PIO will work directly with the Incident Commander to coordinate the release of information.”

Addition Supports

- 🔗 Social Media Monitor – Lyndsey Bogden
- 🔗 Victims Family PIO – Tamara Blair Castellari

Moscow ID Homicides

- ✎ Mayor, Police Chief and Coroner all gave conflicting statements
- ✎ The media controlled the narrative until assistance arrived
- ✎ Long transition to gaining public trust

❧ **What would you say are some key lessons you've learnt throughout your career that you would pass on to other PIOs?**

❧ I would probably say that the last fourteen months of my career here in Boulder had been the most challenging ever. There are so many takeaways but I think one of them would be to have the hard conversations before crisis hits to talk about what happens if your community experiences a mass casualty incident? What if your department loses an officer or someone or an employee in the line of duty? How will you handle it?



Dionne Waugh

Boulder Police Department PIO

Bolder City Market Shooting

- ✎ Unified messaging from City Government and law enforcement
- ✎ Allowed time to set up victim support system
- ✎ Victims families were assigned a PIO.
- ✎ No information leaked to press or community. Investigation and trial were not compromised.



Agenda Item #5.a.

Agenda Item Name:

Consider Minutes of the March 1, 2023, Regular Meeting

Presenter:

Misty Williams, City Clerk

Item Description:

Consider Minutes of the March 1, 2023, Regular Meeting

Recommended Action:

Move to approve the minutes of the March 1, 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 March 1, 2023, Regular Meeting

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, Deputy City Clerk

Attachments:

1. 03.01.2023 DRAFT Minutes



RIFLE CITY COUNCIL

REGULAR MEETING

March 1, 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 Joe Carpenter, Councilor Brian Condie, Councilor Clint Hostettler, Councilor Chris Bornholdt and Councilor Sean Strode.

Councilor Sean Strode moved to excuse Councilor Alicia Gresley; seconded by Councilor Clint Hostettler.

Roll Call: Yes - Ed Green, Clint Hostettler, 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) Salvador Tovar-Guzman, Lieutenant Mike Kuper, Planning Director Patrick Waller, Parks and Recreation Director Austin Rickstrew, Main Street Manager Kim Burner, Mountain Waste & Recycling District Manager Bill Cira and Sales Manager Doug Goldsmith.

PUBLIC COMMENT

No public comment was heard.

CONSENT AGENDA – CONSIDER APPROVING THE FOLLOWING ITEMS:

- A. Consider Minutes of the February 15, 2023, Regular Meeting
- B. Consider Report of Changes – Capitol Deli, Inc. dba Capitol Deli
- C. Consider Liquor License Renewal for Kum & Go, LC dba Kum and Go #4923
- D. Notification of Fitness Equipment Declared as Surplus

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

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

No – None.

PRESENTATION

Receive Presentation from Mountain Waste & Recycling

Mountain Waste & Recycling representatives Bill Cira (District Manager) and Doug Goldsmith (Sales Manager) provided a quarterly update. A diversion report was included in the meeting packet for Council to review. Update presented included tipping fees, recycling flaws, cardboard excess and recycling use and distribution. Mountain Waste & Recycling representatives pointed

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out the shortage there currently is in aluminum cans and the quick return timeframe. Reminder of using the Mountain Waste & Recycling app was also provided which can be downloaded from the Google Play or Apple App Store.

Mountain Waste & Recycling representatives answered questions for Council.

PUBLIC HEARING

Consider Amending the 2022 Budget – Supplemental Appropriations #2

RESOLUTION NO. 10. SERIES OF 2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO, AMENDING THE CITY'S BUDGET FOR THE YEAR
ENDING DECEMBER 31, 2022.

ORDINANCE NO. 5, SERIES OF 2023

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO,
PROVIDING FOR A SUPPLEMENTAL APPROPRIATION FOR THE
BUDGET YEAR ENDING DECEMBER 31, 2022.

Finance Director Scott Rust presented request to consider amending the 2022 Budget – Supplemental Appropriations #2. The request to amend the 2022 budget will ensure sufficient appropriations are available in each individual fund to cover the necessary expenses of the City of Rifle. The request to amend the budget is consistent with governmental practices and state law. Staff is requesting Council to approve Resolution No. 10, Series 2023 to amend the 2022 budget and Ordinance No. 5, Series of 2023 to adopt the supplemental appropriations to cover additional expenditures in the Fleet Fund for budget year 2022. Fleet costs increased exponentially throughout the year, which caused the need for additional spending authority.

Councilor Brian Condie moved to approve Resolution No. 10, Series of 2023 & Ordinance No. 5, Series of 2023 on its first reading and only reading as presented and order it to be published in full as required by Charter; seconded by Councilor Clint Hostettler.

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

No – None

REGULAR AGENDA

Consider the Appointment of Brian Dow and Annie MacGregor to the Parks and Recreation Advisory Board

Parks and Recreation Director Austin Rickstrew presented request to consider the appointment of Brian Dow and Annie MacGregor to the Parks and Recreation Advisory Board. The Parks and Recreation Advisory Board (PRAB) consist of 8 board members (7 regular members and 1 alternate member) that serve as an advisory group to the City Council. Both of these existing members have expressed interest in serving another term on the PRAB Board. PRAB recommends Council to appoint both parties for another term ending in 2025. There is currently one additional open seat on the board with term ending in 2025. The advertising will begin in the coming weeks.

Councilor Clint Hostettler moved to appoint Brian Dow & Annie MacGregor to the Parks & Recreation Advisory Board; seconded by Councilor Joe Carpenter.

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

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Carpenter.
No – None

Consider Funding for the Rifle Community Foundation

City Manager Tommy Klein presented request to consider funding for the Rifle Community Foundation. The City of Rifle has supported and funded the Rifle Community Foundation for many years. Funds provided to the Rifle Community Foundation are used to support the community service, human service and educational organizations from South Canyon to De Beque Canyon. Community Wellness Grants are also awarded to entities in the Rifle area that address problems caused by drugs and alcohol. Staff recommends approval of funding request for the Rifle Community Foundation in the amount of \$76,000.00 from the Rifle Community Foundation and Community Wellness Grant accounts.

Councilor Clint Hostettler moved to approve funding for the Rifle Community Foundation in the amount of \$76,000.00 from the Rifle Community Foundation & Community Wellness Grant accounts; seconded by Councilor Chris Bornholdt.

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

No – None.

Consider Contract with MGT of America Consulting, LLC to Complete a Cost Allocation Study for Fiscal Year 2023 – Fiscal Year 2025

Finance Director Scott Rust presented request to consider contract with MGT of America Consulting, LLC to Complete a Cost Allocation Study for Fiscal Year 2023 – Fiscal Year 2025. The request is for approval to procure, under a sole source methodology, consulting service from MGT of America Consulting, LLC for a full cost allocation plan, an IT rate study and a Fleet rate study. MGT of America Consulting, LLC is a well-respected expert in this particular field and has served many Colorado governmental entities. MGT of America Consulting, LLC has conducted all City of Rifle cost allocation studies over the years. This allows for the application of consistent philosophies and methodologies when creating a cost allocation plan. The purchase of these consulting services will cost the City of Rifle \$52,500.00. This amount will be paid throughout the next three years. The cost allocation plan, IT rate study and fleet rate study will provide an accurate plan for allocating costs of shared services across the organization.

Councilor Clint Hostettler moved to approve the contract with MGT of America Consulting, LLC (Total Contract \$52,500.00 Fiscal Year 2023 – Fiscal Year 2025) & the associated purchase order in the amount of \$30,750.00 for a full cost allocation plan for Fiscal Year 2023 with Fleet & IT rate study; seconded by Councilor Chris Bornholdt.

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

No – None.

Consider the Appointment of Katie Mackley and Lydia Allen to the Greater Rifle Improvement Team

Planning Director Patrick Waller and Main Street Manager Kim Burner presented request to consider the Appointment of Katie Mackley and Lydia Allen to the Greater Rifle Improvement Team. City Council recently amended the Rifle Municipal Code to allow all GRIT board seats to be open to the public. Citizens that live with-in city limits or own a business with-in city limits are invited to apply to be considered to be part of the GRIT Board. Staff has received two applications for the GRIT Board seats leaving one alternate seat open. Applicants are Katie

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Mackley, co-owner of Align Multi Media and Lydia Allen with Farmers Insurance Agency. Both applicants have served and participated in several boards in the community. The GRIT Board meeting held on February 14, 2023, reviewed applications and recommends Council to approve appointments of Katie Mackley and Lydia Allen to be part of the advisory board. The GRIT Board believes both applicants will be an invaluable asset to the advisory board.

Councilor Sean Strode moved to approve Katie Mackley and Lydia Allen to the Greater Rifle Improvement Board; seconded by Councilor Clint Hostettler.

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

No – None.

Receive Update on Greater Rifle Improvement Team First 2023 Grant Cycle

Planning Director Patrick Waller and Main Street Manager Kim Burner provided an Update on Greater Rifle Improvement Team (GRIT) First 2023 Grant Cycle. Every year GRIT has two grant cycles; January and June. Organizations that meet GRIT's mission are invited to apply by submitting an application and are invited to attend a GRIT board meeting to answer questions. For the January grant cycle, GRIT received 6 grant applications totaling \$33,250.00 in requested funds. The Bookcliff Council on Arts and Humanities submitted an application but has requested the GRIT Advisory Board to table the application for the June 2023 cycle. The Colorado River Valley Chamber of Commerce also submitted an application for Hometown Holiday but withdrew the application with the decision to allow the GRIT Advisory Board to coordinate the event. Withdrawn applications totaled \$20,000.00; Approved applications totaled \$10,250.00 and Denied applications totaled \$3,000.00. Staff recommends approval of the funding recommendations for the January grant cycle.

Councilor Clint Hostettler moved to approve Greater Rifle Improvement Team Board funding recommendations for the January Grant Cycle in the amount of \$10,250.00; seconded by Councilor Joe Carpenter.

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

No – None.

Report to City Manager

Reports were heard from City Manager Tommy Klein.

Comments from Mayor and Council

Comments were heard from Councilor Sean Strode and Councilor Joe Carpenter.

Adjournment

Meeting adjourned at 7:48 p.m.

Misty Williams
City Clerk

Ed Green
Mayor



Agenda Item #5.b.

Agenda Item Name:

Consider Liquor License Renewal for Western Slope Investments dba Wing Nutz Bar and Grill

Presenter:

Misty Williams, City Clerk

Item Description:

Consider Liquor License Renewal for Western Slope Investments dba Wing Nutz Bar and Grill

Recommended Action:

Move to approve the Liquor License Renewal for Western Slope Investments dba Wing Nutz Bar and Grill

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Western Slope Investments dba Wing Nutz Bar and Grill located at 2178 Railroad Ave, Rifle, CO has submitted a Hotel & Restaurant Liquor License Renewal Application.

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

Executive Summary:

None

Notification Requirements:

None

Prepared By:

Alexis Ramirez, Deputy City Clerk

Attachments:

1. REDACTED Wing Nutz Bar & Grill

Submit to Local Licensing Authority

WING NUTZ BAR AND GRILL
PO BOX 586
New Castle CO 81647

Fees Due	
Renewal Fee	550.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

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 WESTERN SLOPE INVESTMENTS		Doing Business As Name (DBA) WING NUTZ BAR AND GRILL	
Liquor License # 15-41524-0000	License Type Hotel & Restaurant (city)		
Sales Tax License Number 15415240000	Expiration Date 04/11/2023	Due Date 02/25/2023	
Business Address 2178 RAILROAD AVE Rifle CO 81650			Phone Number 9709840193
Mailing Address PO BOX 586 New Castle CO 81647		Email Shazellton1@hotmail.com	
Operating Manager	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

Suzanne Hazelton

CO-owner

Signature

Suzanne Hazelton

Date

2/25/22

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, Suzanne Hazelton am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Western Slope Investments Corp (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>Western Slope Investments Corp dba Wing Nutz Bar</u>		Social Security Number/Tax Identification Number	
Address <u>PO Box 586</u>			
City <u>New Castle</u>	State <u>CO</u>	Zip <u>81647</u>	
Home Phone Number	Business/Work Phone Number <u>(970) 618-0193</u>		
Printed name of person signing on behalf of the Applicant/Licensee <u>Suzanne Hazelton</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Suzanne Hazelton</u>			Date signed <u>2/25/22</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 #7.a.

Agenda Item Name:

Consider Ordinance No. 6, Series of 2023 - Tractor Supply Access to Airport Road - 1st Reading

Presenter:

Patrick Waller, Planning Director

Item Description:

Tractor Supply Access

Recommended Action:

Move to approve Ordinance No. 6, Series of 2023 on first reading and order it to be published in full as required by Charter.

Fiscal Impact:

If approved, Tractor Supply is anticipated to bring additional sales tax revenue into the City.

Operational Impact:

None

Prior Board Motions:

Ordinance No. 47, Series of 1997 required that all four lots of the BTE Subdivision access via a shared driveway and not directly onto Airport Road.

Background Information:

Staff has received an application for a Tractor Supply store at 1581 and 1585 Airport Road. The property is zoned Light Industrial, which allows retail uses as a use by-right. The by-right designation means review and approval usually happens at the Staff level.

Executive Summary:

The property was created as part of the BTE Minor Subdivision in 1997 and is subject to Ordinance No. 47. This Ordinance requires that all four lots in the subdivision access County Road 346 (which is now Airport Road) via a shared driveway. The application requests that Tractor Supply have a stand-alone entrance onto Airport Road and not via the shared access. Because the restriction is memorialized in an Ordinance, City Council would need to approve a separate ordinance allowing for the exception.

Notification Requirements:

No additional notice required

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. Staff Memo - Tractor Supply Access
2. Applicant Narrative, Site Plan, and Elevations
3. City Referral Comments
4. Ordinance No. 6-Tractor Supply Access to Airport Road



MEMORANDUM

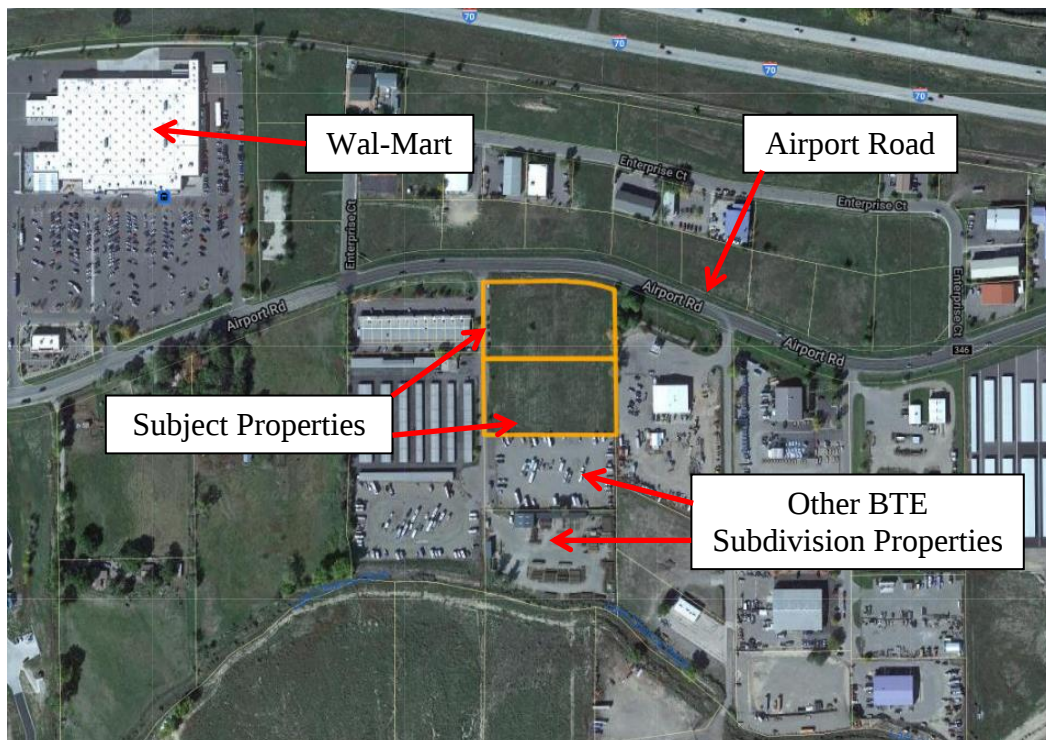
To: Honorable Mayor and City Council
From: Patrick Waller, AICP, Planning Director
Date: March 15, 2023
Subject: Tractor Supply Access – Airport Road

BACKGROUND

Staff has received an application for a Tractor Supply store at 1581 and 1585 Airport Road. The property is zoned Light Industrial, which allows retail uses as a use by-right. The by-right designation means review and approval usually happens at the Staff level.

The property was created as part of the BTE Minor Subdivision in 1997 and is subject to Ordinance No. 47. This Ordinance requires that all four lots in the subdivision access County Road 346 (which is now Airport Road) via a shared driveway on the western side of the property. The application requests that Tractor Supply have a stand-alone entrance onto Airport Road and not via the shared access. Because the restriction is memorialized in an Ordinance, City Council would need to approve a separate ordinance allowing for the exception.

Vicinity Map



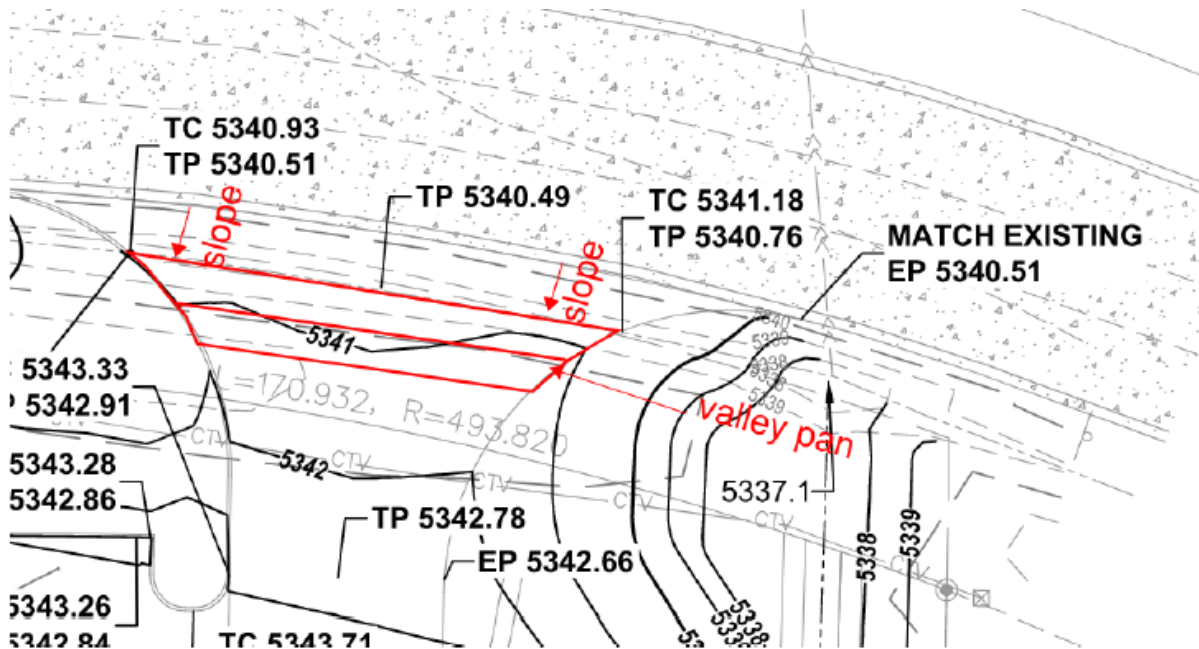
PROJECT CONSIDERATIONS

Applicant's Request

As part of the Site Plan application, the applicant has provided a letter detailing the reason for the access change (attached to this Staff Memo). The letter indicates that the separate access is needed due to site constraints, truck turning movements, narrow widths of the paved road, and the fill requirement needed for floodplain issues on the property (the grades on the west are too steep).

Referral Comments

The applicant's request was reviewed by referral agencies, including the City's consulting engineer and Public Works. No issues were identified with the request except that Public Works requested that the driveway have positive drainage away from Airport Road as shown in the below image.



As part of the Site Plan review, Staff has identified a number of other items that must be addressed in order to meet City of Rifle codes. These items are technical in nature and will be resolved as part of the administrative Staff review process. If Council approves the ordinance to allow for a separate access, the applicant will continue to work with Staff to meet all Site Plan conditions of approval.

Reasons for Access Requirement

When the subdivision was approved in 1997, Airport Road was still a County Road and had not been improved to the City road that it has today. The growth and development in the area was unknown at that time. While it is generally best practice to limit total accesses onto arterial roads, based on the location and existing accesses to the east and west, Staff has not identified any issues with the approval of a stand-alone access for this development.

STAFF RECOMMENDATION

Staff recommends that City Council approve Ordinance No. 6 series of 2023.



Tractor Supply Company – Rifle, CO

Project Narrative with Request for Access

SE3, LLC has submitted the TSC – Rifle, CO project on behalf of Texas NH management. This proposed commercial project is located at 1581 and 1585 Airport Road, Rifle, CO and utilizes parcels 217715306001 and 217715306002. This project proposes to combine the parcels dissolving the lot line between them and constructing a singular 21,930 SF building with outdoor sales areas to be used by Tractor Supply Company.

Tractor Supply Company is the largest operator of rural lifestyle retail stores in America. Founded in 1938 as a mail order tractor parts business, Tractor Supply Company (also referred to as TSC) owns and operates over 2,000 stores in 49 states supplying basic maintenance products to home, land, pet, and animal owners. They offer a wide range of products including but not limited to, clothing, equine and pet supplies, tractor/trailer parts and accessories, lawn and garden supplies, sprinkler/irrigation parts, power tools, fencing, welding and pump supplies, riding mowers and more.

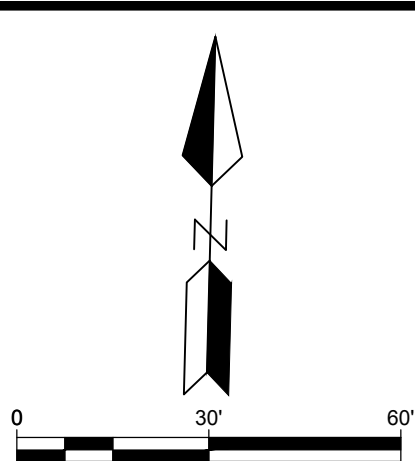
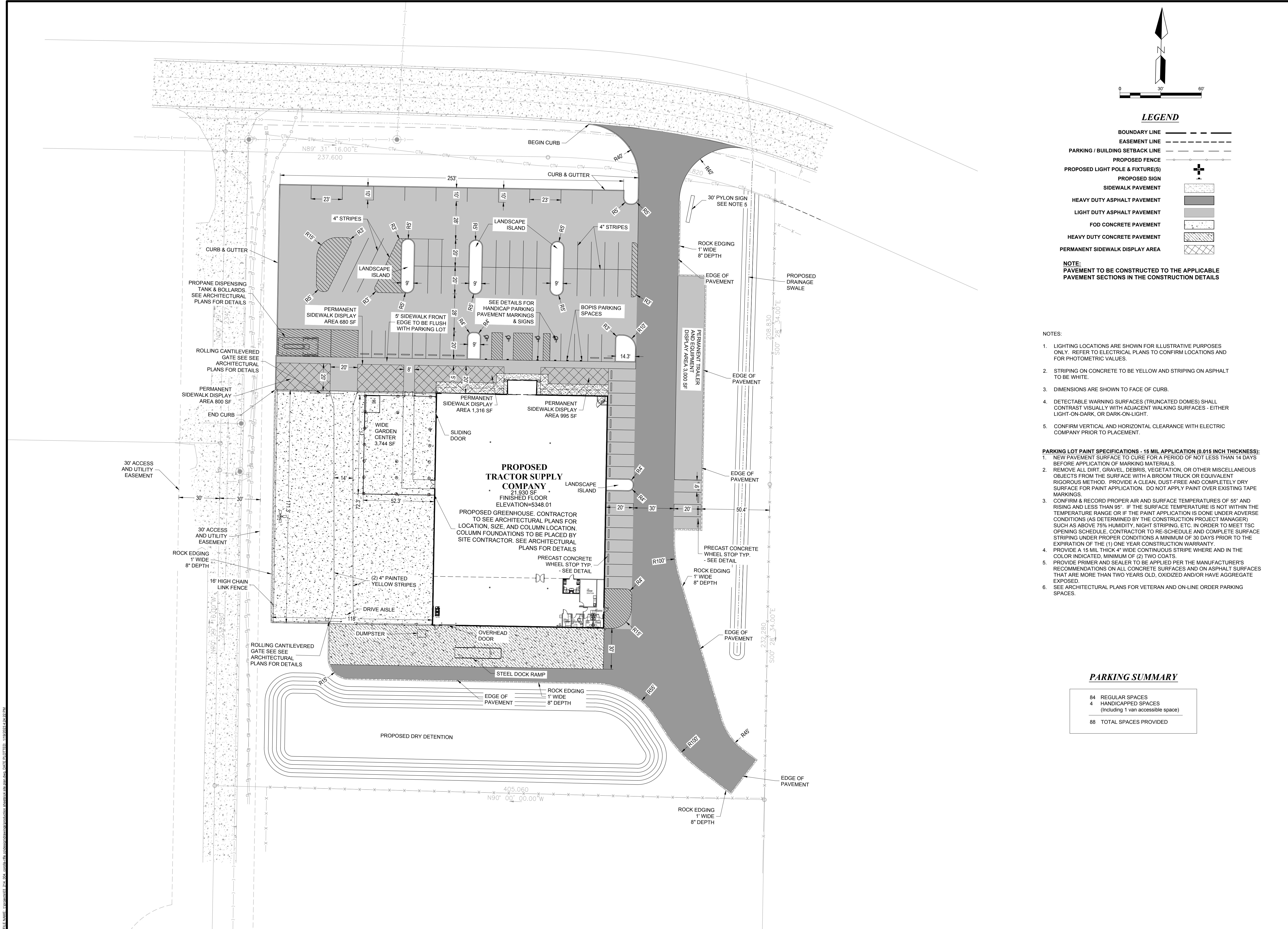
As part of this project submittal, we are also requesting access to our site near the Northeast corner of the lot, off Airport Rd. This request is being made due to our site constraints and required delivery truck turning movements. While there is an existing paved drive, contained within a private access easement, on the west side of the proposed property it does not provide a viable truck path to access our site. The narrow width of the paved road presents turning problems into and leaving the site. Another one of the constraints that make the existing road a nonviable option on this site is the fill requirement due to the floodplain present on our lots. Due to that requirement the grades on the west side of our site are too steep to be the access point.

On behalf of Texas NH Management, we look forward to assisting in bringing Tractor Supply Company to Rifle.

Thank you,

Lee Yard
SE3, LLC
Project Manager

FILE NAME: I:\projects\03_214_004_0000\03_214_004_0000.dwg, DATE PLOTTED: 1/19/2023 4:24:22 PM



LEGEND

- BOUNDARY LINE
EASEMENT LINE
PARKING / BUILDING SETBACK LINE
PROPOSED FENCE
PROPOSED LIGHT POLE & FIXTURE(S)
PROPOSED SIGN
SIDEWALK PAVEMENT
HEAVY DUTY ASPHALT PAVEMENT
LIGHT DUTY ASPHALT PAVEMENT
FOD CONCRETE PAVEMENT
HEAVY DUTY CONCRETE PAVEMENT
PERMANENT SIDEWALK DISPLAY AREA

NOTE:
PAVEMENT TO BE CONSTRUCTED TO THE APPLICABLE PAVEMENT SECTIONS IN THE CONSTRUCTION DETAILS

NOTES:

1. LIGHTING LOCATIONS ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. REFER TO ELECTRICAL PLANS TO CONFIRM LOCATIONS AND FOR PHOTOMETRIC VALUES.
2. STRIPING ON CONCRETE TO BE YELLOW AND STRIPING ON ASPHALT TO BE WHITE.
3. DIMENSIONS ARE SHOWN TO FACE OF CURB.
4. DETECTABLE WARNING SURFACES (TRUNCATED DOMES) SHALL CONTRAST VISUALLY WITH ADJACENT WALKING SURFACES - EITHER LIGHT-ON-DARK, OR DARK-ON-LIGHT.
5. CONFIRM VERTICAL AND HORIZONTAL CLEARANCE WITH ELECTRIC COMPANY PRIOR TO PLACEMENT.

- PARKING LOT PAINT SPECIFICATIONS - 15 MIL APPLICATION (0.015 INCH THICKNESS):**
1. NEW PAVEMENT SURFACE TO CURE FOR A PERIOD OF NOT LESS THAN 14 DAYS BEFORE APPLICATION OF MARKING MATERIALS.
 2. REMOVE ALL DIRT, GRAVEL, DEBRIS, VEGETATION, OR OTHER MISCELLANEOUS OBJECTS FROM THE SURFACE WITH A BROOM TRUCK OR EQUIVALENT RIGOROUS METHOD. PROVIDE A CLEAN, DUST-FREE AND COMPLETELY DRY SURFACE FOR PAINT APPLICATION. DO NOT APPLY PAINT OVER EXISTING TAPE MARKINGS.
 3. CONFIRM & RECORD PROPER AIR AND SURFACE TEMPERATURES OF 55° AND RISING AND LESS THAN 95°. IF THE SURFACE TEMPERATURE IS NOT WITHIN THE TEMPERATURE RANGE OR IF THE PAINT APPLICATION IS DONE UNDER ADVERSE CONDITIONS (AS DETERMINED BY THE CONSTRUCTION PROJECT MANAGER), SUCH AS ABOVE 75% HUMIDITY, NIGHT STRIPING, ETC. IN ORDER TO MEET TSC OPENING SCHEDULE, CONTRACTOR TO RE-SCHEDULE AND COMPLETE SURFACE STRIPING UNDER PROPER CONDITIONS A MINIMUM OF 30 DAYS PRIOR TO THE EXPIRATION OF THE (1) ONE YEAR CONSTRUCTION WARRANTY.
 4. PROVIDE A 15 MIL THICK 4" WIDE CONTINUOUS STRIPE WHERE AND IN THE COLOR INDICATED. MINIMUM OF (2) TWO COATS.
 5. PROVIDE PRIMER AND SEALER TO BE APPLIED PER THE MANUFACTURER'S RECOMMENDATIONS ON ALL CONCRETE SURFACES AND ON ASPHALT SURFACES THAT ARE MORE THAN TWO YEARS OLD, OXIDIZED AND/OR HAVE AGGREGATE EXPOSED.
 6. SEE ARCHITECTURAL PLANS FOR VETERAN AND ON-LINE ORDER PARKING SPACES.

PARKING SUMMARY

- 84 REGULAR SPACES
4 HANDICAPPED SPACES
(Including 1 van accessible space)
88 TOTAL SPACES PROVIDED

PREPARED BY:
SEC
13747 MONTFORT DR
SUITE 275
DALLAS, TX 75240
214-678-9968

PREPARED FOR:

PRELIMINARY - FOR REVIEW ONLY

THESE DOCUMENTS ARE FOR DESIGN REVIEW AND NOT INTENDED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES. THEY WERE PREPARED BY, OR UNDER SUPERVISION OF:
MATT GAUNT
PE 0061662
1/19/23
TYPE OR PRINT NAME PE # DATE

PROJECT NOTES:

BENCHMARKS:

SITE BENCHMARK:
5/8" Rebar &
1/1-4" Orange Plastic Cap
LS No. 36572
Elev. = 5341.24'

REVISIONS / ISSUANCES

No.	DATE	BY	DESCRIPTION
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TRACTOR SUPPLY COMPANY
TSC-RIFLE, CO
RIFLE, COLORADO

SITE PLAN

PROJECT NUMBER: 03_214_004

DATE: 1/19/2023

DRAFTED BY: LAY

DESIGNED BY: LAY

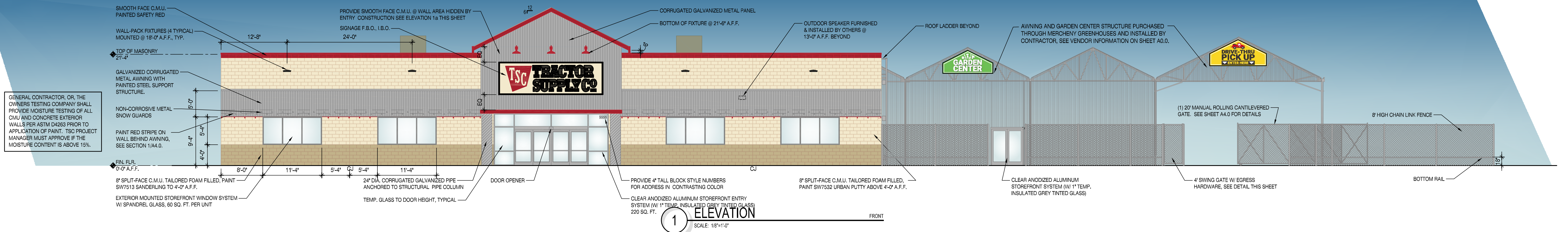
CHECKED BY: MAG

SHEET No.

C4

OF 22 SHEETS

TSC-RIFLE.CO



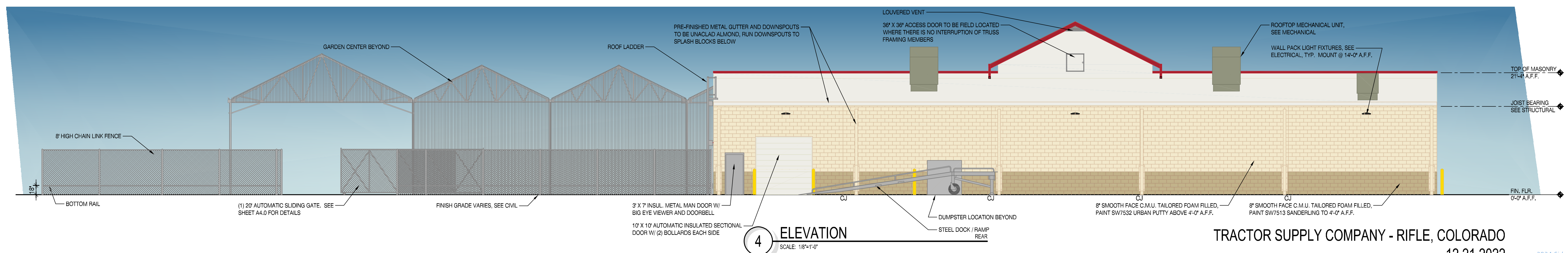
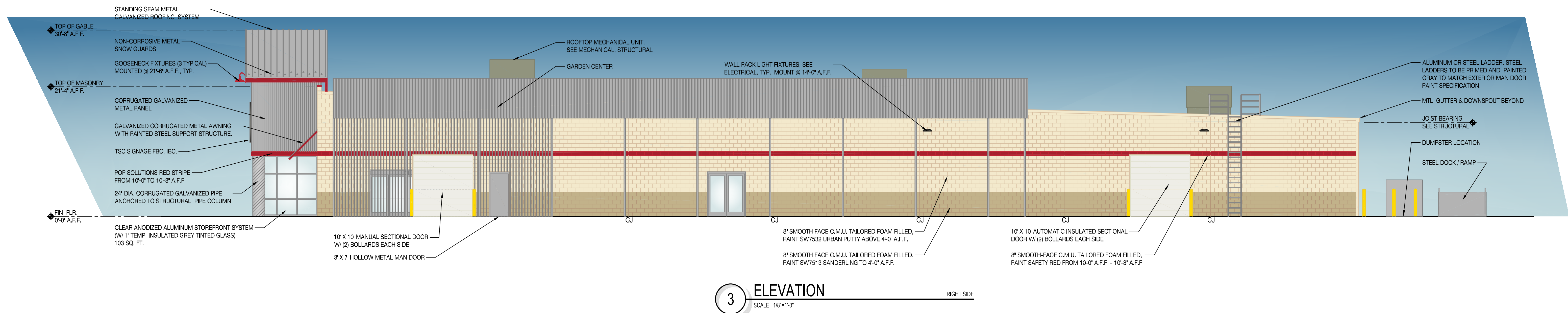
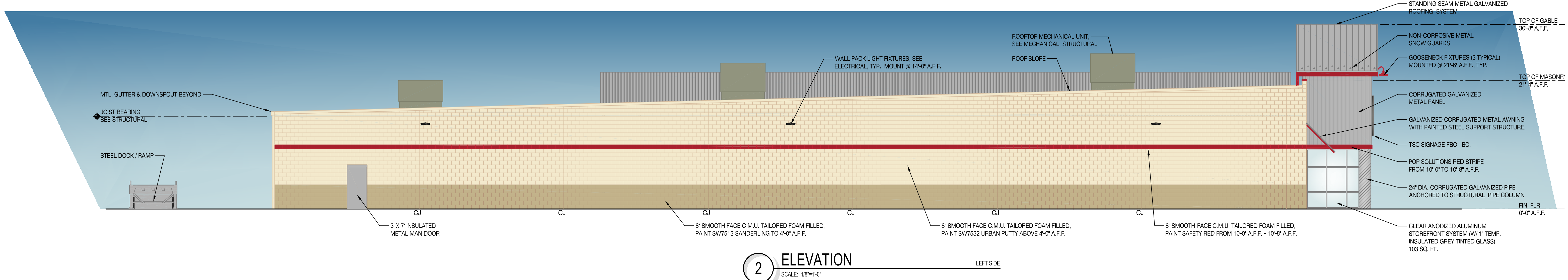
STOREFRONT FACADE CALCULATIONS

TOTAL FRONT FACADE INCLUDING GABLE SIDE WALLS = 3,112 SQ. FT.

31.12 SQ. FT. X 20% REQUIRED STOREFRONT GLAZING = 622.4 OR 623 SQ. FT.

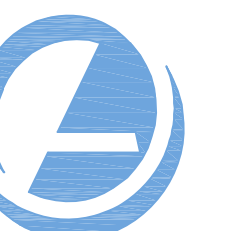
PROPOSED STOREFRONT GLAZING = [220 SQ. FT. + 103 SQ. FT. + 103 SQ. FT. + (4) 60 SQ. FT.] = 686 SQ. FT. GLAZING PROVIDED.

666 SQ. FT. PROPOSED > THAN 623 SQ. FT. REQUIRED



TRACTOR SUPPLY COMPANY - RIFLE, COLORADO

12.21.2022



OXFORD
ARCHITECTURE

2934 Sidco Drive
Suite 120
Nashville, TN 37204

Architecture
Planning
Interior Architecture



**MOUNTAIN CROSS
ENGINEERING, INC.**

Civil and Environmental Consulting and Design

February 22, 2023

Mr. Geir Sverdrup, Senior Planner
City of Rifle – Department of Planning & Development
202 Railroad Avenue
Rifle, CO 81650

RE: Site Plan Review, Tractor Supply Company: 2023-003

Dear Geir:

This office has performed a review of the documents provided for the Site Plan Review of the proposed Tractor Supply Company site. The review generated the following comments:

1. The proposed access is on County Road 346/Airport Road. The Applicant should verify the ownership of the road. An access permit from Garfield County may be necessary with construction requirements as may be applicable.
2. The Applicant should verify that the engineer has a CO license.
3. Note #12 under the "Utilities" heading should state 10' minimum separation between sewer and water lines.
4. Note #13 under the "Utilities" heading should be removed.
5. Note #15 under the "Utilities" heading should be removed.
6. The survey states the property is within the floodplain. The Applicant should verify if a Floodplain permit is necessary and provide any applicable building elevation certifications and/or requirements.
7. The detention is proposed on the uphill side of lot. Additionally, a majority of the paved areas flow away from the proposed detention pond. The Applicant should provide storm-flow mitigation from impervious areas.
8. The Applicant should show the utility crossings in the profile views for sewer and storm drain.
9. The Applicant proposed a drop manhole at Sta 0+21.38. These tend to have maintenance issues and are not preferred. The Applicant should explain why it is necessary or provide a flow through manhole.
10. The Applicant should include the applicable City of Rifle details for sewer, water, storm-drain, and curb and gutter construction.
11. The detail for the water crossing beneath the sewer should be removed.
12. The Applicant should provide calculations and a drainage report for detention and outlet sizing.

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

Sincerely,
Mountain Cross Engineering, Inc.

Chris Hale, PE



Public Improvements Plan Review

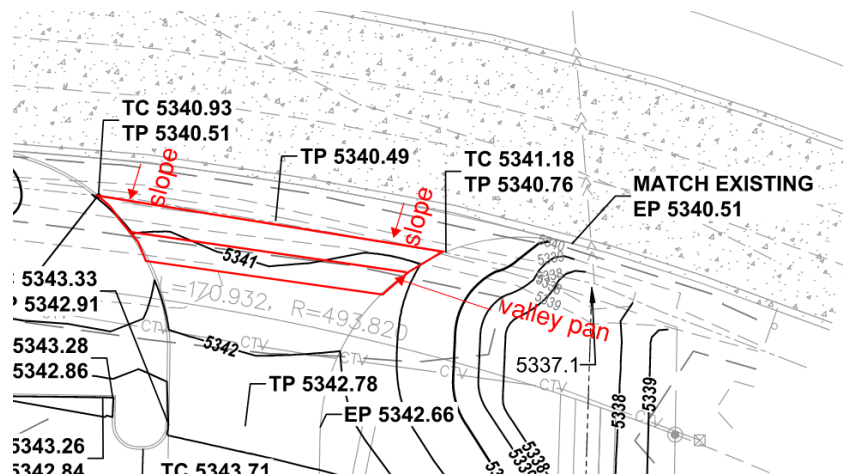
Department of Public Works

City Of Rifle

Review Summary: Plans for Tractor Supply dated 1/19/2023 were submitted on 2/10/2023. All items contained in the plans were reviewed and listed below.

Review by Section:

1. At time of PLAT
 - a. Easements for utility purposes shall be required along all sides and real lot lines except those bordering dedicated streets and alleys.
 - b. Drainage easements shall be designed to accommodate expected runoff and shall comply with the provisions of the City of Rifle Public Works Manual.
2. Storm Drainage
 - a. A report shall be included validating the following:
 - i. Runoff Detention - The City of Rifle Landuse Code requires that additional runoff caused by development be detained on the development site. The base storm for calculation and design is that of the 25-year rainfall. The Public Works Director may "release" a developer of the runoff detention obligation if it can be shown that the down stream drainage appurtenances and/or receiving stream are not negatively impacted or brought to a point in excess of their capacity. This statement, however, does not relive obligations stated in 105.3, below.
 - ii. Maximum Release Rate - The maximum release rate from the detention facility shall not exceed the historical peak runoff rate for the same frequency storm.
3. Driveways
 - a. the driveway shall have a valleypan that ensures positive drainage away from Airport Road. See sketch below



4. Floodplain

- a. An Elevation certificate will be required for CO

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 6
SERIES OF 2023**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, GRANTING
ACCESS TO AIRPORT ROAD FOR LOTS 1 AND 2, BTE MINOR
SUBDIVISION.

WHEREAS, the City of Rifle (‘Rifle’ or the “City”) is a home-rule municipality organized under Article XX of the Colorado Constitution and with the authority of the Rifle Home Rule Charter; and

WHEREAS, by Ordinance No. 41, Series of 1997, the City approved the BTE Minor Subdivision formerly known as Lot 27, McLearn Orchard Lands on Airport Road; and

WHEREAS, when the BTE Minor Subdivision was approved, Airport Road had not been fully annexed into the City, its reconstruction had not occurred and the development plans of the area were unknown; and

WHEREAS, to limit the number of accesses on Airport Road with these unknown traffic patterns to a rural county road profile, the City Council restricted access from all four lots of the BTE Minor Subdivision to a single private access easement shown on the BTE Minor Subdivision Plat; and

WEREAS, the City received a request from the developer of Lots 1 and 2, BTE Minor Subdivision, to construct a direct access onto Airport Road to allow the development of a 22,000 square foot building and outdoor sales area to be used by Tractor Supply Company; and

WHEREAS, Airport Road has been reconstructed to appropriate City standards to meet the traffic needs of this area and the City Council is willing to grant this request.

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

1. Incorporation. The Rifle City Council adopts the foregoing recitals and conclusions as facts and determinations and incorporates them by reference as if set forth in full herein.

2. Access to Airport Road for Lots 1 and 2, BTE Minor Subdivision. Notwithstanding the restriction stated in Ordinance No. 41, Series of 1997 and in light of changed circumstances, the City Council hereby authorizes access to Airport Road from Lots 1 and 2, BTE Minor Subdivision (that will be merged into one lot through a lot line dissolution plat), as approved by the City Public Works Department through the site plan application for a Tractor Supply Company retail establishment.

INTRODUCED on March 15, 2023, read by title, passed on first reading with amendment, and ordered published as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on April 5, 2023, passed without amendment, approved and ordered published in full as required by Charter.

Dated this _____ day of _____, 2023.

CITY OF RIFLE, COLORADO

By: _____
Mayor

ATTEST:

City Clerk



Agenda Item #7.b.

Agenda Item Name:

Consider Clarifier Drive Emergency Rebuild Proposal

Presenter:

Tommy Klein, City Manager

Item Description:

Consider Clarifier Drive Rebuild Proposal

Recommended Action:

I move to approve an emergency rebuild of Clarifier #2 by RSG Clarifier Experts in an amount no to exceed \$70,000.00

Fiscal Impact:

Rebuild existing Evoqua drive: 4-5 weeks once received in facility & Installation

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

Evoqua drives only have a lifespan of approx. 15 years. The clarifier main drive design is usually proprietary.

RSG visited the plant during fall of 2022 to do an inspection and proposal for the work. RSG specifically rebuilds Evoqua brand clarifiers, like the ones in operation at the wastewater treatment plant.

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, Deputy City Clerk

Attachments:

1. Clarifier sole source memo
2. Drive Rebuild Proposal - Rifle-CO Q123883-B March 2023

3. Clarifier rebuild purchase request



***City of Rifle, Colorado
Utility Department Memo***

To: Tommy Klein, City Manager
Cc: Robert Burns, Utilities Director
From: Jared Emmert, WWTP Supervisor
Date: 3/22/2023
Re: Evoqua Clarifier Drive Rebuild Sole Source

Gentlemen,

Rebuild-it Service Group (RSG, which has since become a division of Sentry Equipment Corp.) was recently chosen as a sole source vendor for the re-build of Clarifier #2 at the wastewater treatment plant.

The reason for sole source on this project is due to the specialized nature of refurbishing a clarifier main drive. Clarifier main drive design is usually proprietary. RSG specifically rebuilds Evoqua brand clarifiers, like the ones in operation at the wastewater treatment plant. RSG visited the plant during the fall of 2022 to do an inspection and proposal for the work, since Evoqua drives only have a lifespan of around 15 years.

During their visit, they were familiar with the H-40 drives on our clarifiers, and indicated that the H-40 is one of the more common Evoqua models that they service.

Thank you,

Jared Emmert

Jared Emmert, WWTP Supervisor



PROPOSAL DATE: March 16, 2023

PROPOSAL NUMBER: Q123883-B

PREPARED FOR:

Rifle Regional WWRF
Rifle, CO
Attn: Jared Emmert

SCOPE OF WORK:

Rebuild of existing Evoqua H40 drive unit and pricing for labor services.

PREPARED BY:

Rebuild-it Services Group, LLC.
4188 W. Nike Drive
West Jordan, Utah 84088
Tom Strottner
Main: (888) 709-5676
Direct: (385) 235-6925
Mobile: (801) 599-4571
E-Mail: tstrottner@rebuild-it.com
Website: rebuild-it.com

PROJECT SUMMARY:

Rebuild-it Services Group, LLC. (RSG) is pleased to offer the following proposal to rebuild one existing Evoqua H40 drive unit along with labor services to removal and installation of the refurbished drive unit.

SCOPE OF WORK:

We include the following:

Disassembly and Inspection portion:

- Disassemble and inspect the drive unit
- Clean and evaluate all parts
- Provide an inspection report indicating the condition of the parts and provide a final recommendation for the drive rebuild. This is a hold point in case of major components such as main gear, housings, etc. are not usable.

Rebuild portion:

- Blast and clean and all major reused parts for the drive unit, which includes the main gear, base, or housing(s), pinion, worm gear, end cap and covers.
- Replace all wear items, such as bearings, seals, gaskets, keys, retaining rings, gauges, site glasses, piping and fasteners.
- Replace motor drive assembly consisting of gearmotor, chain and sprockets. Evoqua standard guard is reused if it's still in good condition.
- Refurbish torque control device.
- Machine and polish all re-useable parts as needed.
- Re-assemble, paint, inspect and test the drive unit.
- Painting: See coating system description page 3.
- Installation fasteners.
- Freight to and from the job site.
- Warranty on parts and workmanship.

Items that are not included:

- Loading and offloading of the drive
- Major components that are typically re-used as part of the rebuild scope. Pinions, gears, housings, shafts, and covers will be re-used as part of a standard rebuild. If these items are damaged and cannot be re-used, then the price of these individual components will be added to the order.



- Lubricants (oil to be provided by the customer)
- Finishing painting
- Shear pin sprocket design
- Electrical controls, mounting plates, brackets, conduit, wiring, mounting channels, light posts, photocells, etc.
- Parts not mentioned above

Note: This pricing is based on a typical (standard) rebuild and does not include the replacement of major components, i.e., gears, precision bearing, pinion, housings and covers. If any other these items are deemed to be replaced, there will be an additional charge for these item(s). These items will be noted in the inspection report for customers review and approval.

RSG DRIVE UNIT PREMIUM THREE LAYER COATING SYSTEM:

Rebuild-it's unique coating system provides a durable coating on the drive unit that is superior to what is typically provided.

All exterior drive unit surfaces:

- Blast cleaned to SSPC-SP6
- Prime & intermediate coat: Tnemec Hi-Build Epoxy to a dry film thickness of 4.0 to 6.0 mils. Color: Pencil Gray
- Final coat: UV protected industrial grade polyurethane coating to a dry film thickness of 6.0 mil minimum. Color: Pencil Gray

All interior surface except for machined surfaces and gear faces:

- Power cleaned and then coated with a Tool Crib red insulating varnish.
- All machined surfaces will be coated with LPS3 or equal rust inhibitor. All reducers and motors will have the manufactures standard finish.



Refurbished Evoqua Drive Unit by Rebuild-it

RSG Drive Rebuild Video (click picture below)

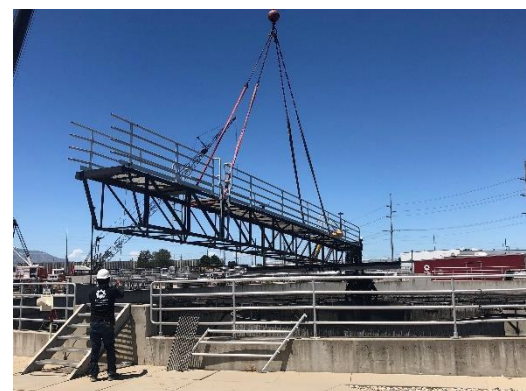
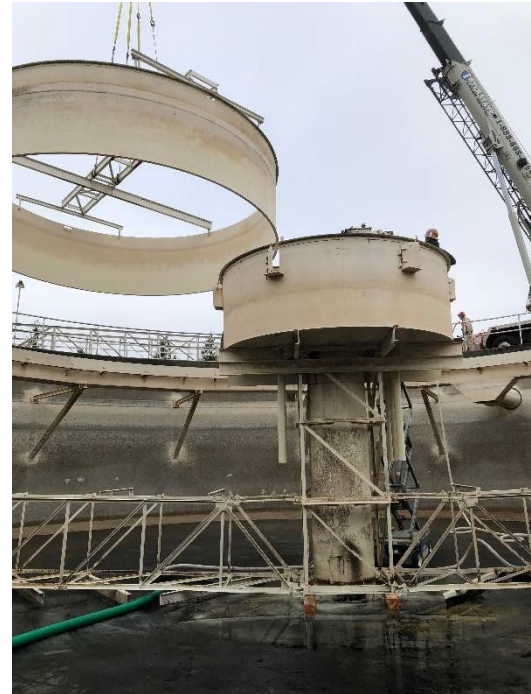


RSG TURN-KEY LABOR SERVICES:

- The scope of work for this project is as follows:
- Site mobilization and travel time to the job site.
- Removal of bridge and drive unit
- Transportation of drive to RSG rebuild facility
- Drive Rebuild (as described above)
- Transport back to job site
- Re-Installation of drive unit.
- Crane, mats, rigging equipment as needed.
- Rake and drive leveling.
- Touch up paint only
- Provide assistance during start-up & testing
- Provide all required confined space entry equipment, hoisting & rigging.
- A foreman/safety QC manager will be on site throughout the project.
- Work to be performed in two (2) mobilizations.
- Field service start-up and check out services.

This proposal excludes the following items:

- Electrical disconnect and reconnect
- Permits, fees, and/or stamped engineering documents
- Provision of Full-Time Safety & QA/QC manager.
- Overtime premiums or weekend work
- Temp facilities including porta-johns and disposal bins.
- Concrete demolition and/or repair.
- Covered tank or dome: Removal of dome or access panels.
- Grouting of the tank or concrete work.
- Assumes reasonable access to basins.
- No coating on site- touch up paint only if needed.
- Prevailing wage
- Hazardous material abatement, handling and/or disposal.
- Any work not specifically included.
- Draining and cleaning of the tank
- Disposing of old debris/parts.
- Lubrication for drive unit.





PRICING:

Pricing to rebuild drive unit as noted above \$33,988.00

Labor to remove drive unit and reinstall after rebuild \$34,284.00
(two mobilizations)

Total \$68,272.00

SCHEDULE:

Rebuild existing Evoqua drive: 4-5 week once received in our facility

Labor:

One day for drive removal. We will coordinate with the plant for removal of drive unit. This will be arranged so that the drive is not removed until all parts are ready for rebuild.

Two days for installation and leveling of clarifier, electrician should be on site towards the end of the first day to start rewiring of clarifier drive motor.

Please be sure to reference this quotation number and date on your purchase order.

Remit order to:

Sentry Equipment Company - Rebuild-it Services Group.
P.O. Box 1493
West Jordan, Utah 84084
Attention: Candace King, cking@rebuild-it.com



PRICING AND PAYMENT TERMS:

We appreciate the opportunity to offer our parts & services. Upon receipt of an order, we assure you of our continued interest and service. RSG will provide the best service possible to ensure we exceed your expectations. The actual lead-times are based on the schedule and inventory at the time of ordering as lead times are subject to change according to the current job schedule.

This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

Terms: If not outline otherwise in the proposal, terms for the parts and/or equipment are 100% due after shipment or service is completed. Net 30 days from shipment or after service is completed. If the project exceeds \$50,000.00 for materials, then the payment terms are 50% up front for engineering and raw materials and 50% due shipment, still net 30 days. The prices are good for 60 days.

Sales Tax: No sales taxes, use taxes, or duties have been included in our pricing. We are required to collect sales tax for the following states: Utah, California, and Washington. If you are not tax exempt, please remit taxes directly to the governing authorities.

Freight: Prices quoted are F.O.B. shipping point with freight prepaid and added to the invoice and shipped to a readily accessible location nearest to the jobsite, unless otherwise indicated. All claims for damage or loss in shipment shall be initiated by purchaser.

Shipment: Shipping times noted within this proposal are estimated and will be finalized once an order has been received and accepted.

Field Service: Prices do not include field service unless noted in the rebuild scope of work description. Additional field service is available at \$1,000.00 per day plus expenses.



WARRANTY & TERMS AND CONDITIONS:

Parts and/or Equipment manufactured or rebuilt and sold by Rebuild-it Services Group, once paid for in full, is backed by the following warranty:

For the benefit of the original user, RSG warrants all new parts and equipment sold or rebuilt RSG, LLC. to be free from defects in material and workmanship, and will replace or repair, F.O.B. its

factories or other location designated by it, any part or parts returned to which RSG's examination shall show to have failed under normal use and service by the original user within three (3) years following initial start-up, or three (3) years and six (6) months from shipment to the purchaser, whichever occurs first.

Such repair or replacement shall be free of charge for all items except for those items such as resin, filter media and the like that are consumable and normally replaced during maintenance, with respect to which, repair or replacement shall be subject to a pro-rata charge based upon RSG's estimate of the percentage of normal service life realized from the part. RSG's obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period and is limited to repair or replacement as aforesaid.

This warranty is expressly made by RSG and accepted by purchaser in lieu of all other warranties, including warranties of merchantability and fitness for particular purpose, whether written, oral, express, implied, or statutory. RSG shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever.

This warranty shall not apply to equipment or parts thereof which have been altered or repaired outside of a RSG factory, or damaged by improper installation, application, or maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer's requirements, including, but not limited to, Operations & Maintenance Manual guidelines & procedures. When buying a drive or drive rebuild, if the drive control has not been hooked up or disabled, the warranty on the drive is not valid.

This warranty applies only to equipment made or sold by Rebuild-it Services Group, LLC (RSG).

RSG makes no warranty with respect to parts, accessories, or components purchased by the customer from others. The warranties which apply to such items are those offered by their respective manufacturers.

CONFIDENTIALITY:

All the information in this quotation is confidential and has been prepared for your use solely in considering services described. Transmission of all or any parts of this information to others or use by you for other purposes is unauthorized without our written consent.



TERMS AND CONDITIONS:

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on Rebuild-it Services Group (RSG). The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

1. SPECIFICATIONS: RSG is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings if applicable. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

2. ITEMS INCLUDED: This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

3. PRICE AND DELIVERY: All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. RSG or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying RSG of any damage or shortage within forty-eight hours of receipt, and failure to so notify RSG shall constitute acceptance by Purchaser, relieving RSG of any liability for shipping damages or shortages.

4. PAYMENTS: All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when RSG is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

5. INSTALLATION SUPERVISION: Prices quoted for equipment do not include installation supervision, unless otherwise noted. RSG recommends and will, upon request, make available, RSG's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by RSG or installed in accordance with RSG or original manufacture instructions and inspected and accepted in writing by RSG or manufacture representing RSG.

RSG will supply the safety devices described in this proposal or shown in RSG's or manufacture represented drawings furnished as part of this order but excepting these, RSG shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless RSG from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by RSG or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

6. ACCEPTANCE OF PRODUCTS: Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by RSG within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by RSG unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

7. TAXES: Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

8. INSURANCE: From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for RSG benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

9. SHIPMENTS: Any shipment of delivery dates recited represent RSG's best estimate but no liability, direct or indirect, is assumed by RSG for failure to ship or deliver on such dates.



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RSG shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, RSG may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest

thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from RSG that the equipment is ready for shipment; and thereafter any storage or other charge RSG incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than RSG or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond RSG reasonable control and occurring at a location other than RSG or its supplier's shipping points, RSG assumes no liability in delivery delay. If Purchaser refuses such delivery, RSG may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

10. SURFACE PREPARATION AND PAINTING: If furnished, shop primer paint is intended to serve only as minimal protective finish. RSG will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. RSG assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

11. RETURN OF PRODUCTS: No products may be returned to RSG without RSG's prior written permission. Said permission may be withheld by RSG at its sole discretion.

12. BACK CHARGES: RSG will not approve or accept back charges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of RSG furnished materials unless such back charge has been authorized in advance in writing by a RSG employee and a purchase order, or work requisition signed by RSG.

13. INDEMNIFICATION: Purchaser agrees to indemnify RSG from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

14. ENTIRE AGREEMENT: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings and is not subject to modification except by a writing signed by an authorized officer of each party.

15. EXTENDED STORAGE: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

16. LIABILITY: Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of 25,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by RSG against which a claim is sought.

17. ARBITRATION NEGOTIATION: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____



9.	Signatures		
	Position	Signature	Date
	Department Director		
	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 #8.a.

Agenda Item Name:

Report to City Manager

Presenter:

Tommy Klein, City Manager

Item Description:

Staff report on notable tasks completed within the individual departments.

Recommended Action:

No action necessary

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

Work Report to City Manager
03/10/2023

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, Deputy City Clerk

Attachments:

1. Report to City Manager 03.10.2023

WORK REPORT TO CITY MANAGER

03.10.2023

PIO

- Continuing updates on website and social media on local issues and citizen concerns.
- Attended Garfield County PIO meeting where there was a quite a robust conversation regarding Glenwood Canyon. Preliminary indications are that the growth is coming in well in the burn scars which could be beneficial in preventing mud slides this summer (and *maybe* lead to fewer closures).

COURT

- Handled 72 adult cases and 6 juvenile cases on March 1 court day.
- Held 09 telephone hearings with inmates in custody.
- Continuing to watch a number of legislative bills which may affect municipal courts and court procedures in general.

PUBLIC WORKS

- Projects in design phase: Whiteriver, Tripp, and Morrow Dr. re-construction; E. 5th & Ute rebuild; Railroad Ave – 5th to 9th rebuild; all at various stages of design with construction in 2024 & 2025.
- Park Hill retaining wall for City/Frontella property line: received CTL Thompson engineering design report for wall; met with Mr. Frontella and currently developing plan for construction.
- Whiteriver Signalization: preparation of plans for Final Office Review (FOR) – 90% Plan Design Meeting tentatively planning for April 3 with an aggressive CDOT schedule, if they will comply to meet the demands of grant stipulations; anticipating a late May 2023 Bid Release
- Development of design for the new Park-n-Ride; planning for a late summer bid release.
- Update of Public Works Manual – 35%
- Developing plans and procedure and receiving 3rd party review for Colorado River Bridge 16" water line restraint and alignment repair. Plans are at 95% with review and bid release by March 1, 2023
- Design review and comment on various residential and commercial developments, to include Pine West Developments in North Rifle and West Rifle, Stillwell Avenue area development, Fairway Avenue Extension, EcoDwelling – Marketplace

FLEET

- Fleet maintenance for winter operations
- Snowplow equipment maintenance
- Preparation of auction vehicles
 - Fuel pump replacement
 - Battery replacement
 - Decal removal

OPERATIONS & MAINTENANCE

- Snowplow operations
- Pothole repair, street maintenance, and weed tree control.
- Snowplow equipment maintenance

Two weeks look-ahead

- Snow removal efforts
- Preparation for Spring Auction of Surplus Vehicles
- Pedestrian pole repair
- School zone warning light repair

POLICE

- RPD (Patrol 196/CSO 86) issued a total of 282 citations in February (55 Traffic).
- RPD responded to 1011 calls for service in February, yielding 40 cases requiring follow-up and additional investigation.
- RPD made 32 arrests in February.

Noteworthy events in February for the Rifle Police Department.

- The Rifle Police Department leadership team met to discuss strategic plans for future years.
- RPD hosted a Reid Interview and Interrogation training that was held at Garfield Sherriff's Annex Building January 31 – February 3.
- We celebrated Chuck's (our RPD K-9) birthday on February 24th in the lobby at the PD.
- Police vs. Firefighter push up contest was a HUGE success as the PD won with about 1000 more push ups!



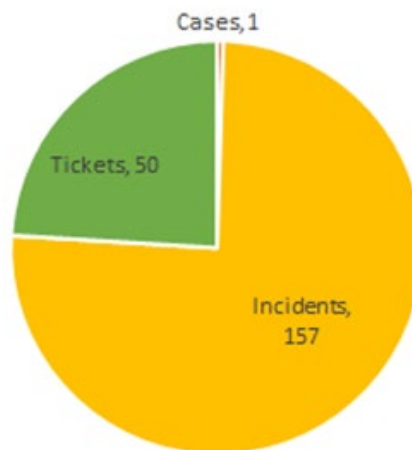
Code Compliance

Code Compliance continues to work hard to provide great services to the City of Rifle. These are code compliance statistics for January.

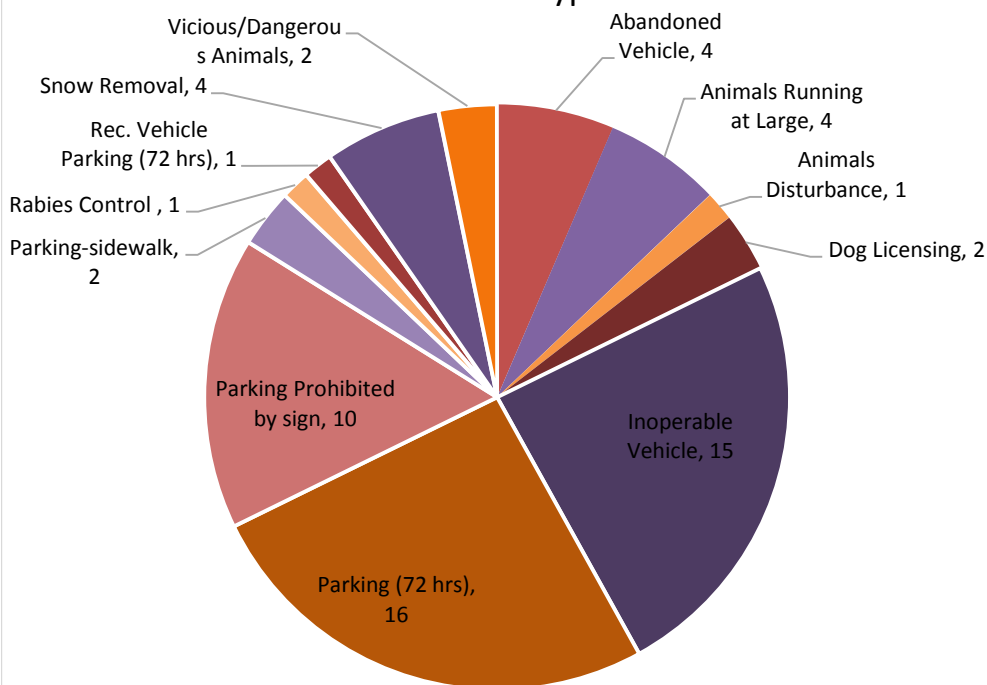
CSO Totals	Count
Cases	1
Incidents	157
Tickets	50

CSO Ticket Type	Count
Abandoned Vehicle	4
Animals Running at Large	4
Animals Disturbance	1
Dog Licensing	2
Inoperable Vehicle	15
Parking (72 hrs)	16
Parking Prohibited by sign	10
Parking-sidewalk	2
Rabies Control	1
Rec. Vehicle Parking (72 hrs)	1
Snow Removal	4
Vicious/Dangerous Animals	2

CSO Totals



CSO Ticket Types



ADMINISTRATION

- Garfield County plans to install fiber to the most convenient splice point to connect with CDOT's infrastructure. CDOT has reduced the amount of time it will take them to make a decision on their preferred splice locations from 6 months to 3 weeks. Garfield is moving forward with the second phase of the project and will install lines in Silt and New Castle. The Silt and New Castle projects face the same challenges with CDOT regarding splice locations. The BOCC sent a letter to the governor asking for help convincing CDOT to move forward. A meeting with CDOT regarding the fiber optic line issue was held on Thursday, March 9. CDOT has decided to allow the rifle cable to splice at a junction box at Exit 90. The issue has been resolved favorably. We do not have an estimated time for completion of the project, but we will keep you informed.
- We are working with Patrick Ibarra on the strategic planning session. As a reminder, we will meet at the Rifle library on March 31 and April 1 beginning at 9:00 for both days.
- The Young Dubliners concert at the Ute sold out.