



CITY COUNCIL

WORKSHOP AND REGULAR MEETING AGENDA

April 19, 2023
7:00 PM
202 Railroad Avenue, Rifle, CO

5:00 PM - Workshop Meeting

Discussion and Review

- a. Review of 2023 Budget Supplemental for Retaining Wall
- b. Receive Updates on Right-of-Way Permit Process
- c. Review Asphalt Patching and Overlay Scope 2023
- d. Receive Presentation of Birch Property Park Master Plan
- e. Discuss Uinta Basin Train Traffic

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. Declare Vehicles as Surplus for Auction
 - 5.b. Consider Minutes of the April 5, 2023, Regular Meeting
 - 5.c. Consider Liquor License Renewal for Ruedi Creek Enterprises, Inc dba Sammy's
 - 5.d. Consider Ordinance No. 7, Series of 2023 - Rose Hill Cemetery Fees - 2nd Reading
 - 5.e. Consider Parking Garage Camera Purchase
- 6. **Action, if any, on Workshop Items**
- 7. **Presentation**

7.a. Receive Presentation of Birch Property Park Master Plan

8. Public Hearing

8.a. Consider Amending the 2023 Budget - Supplemental Appropriations #1

8.b. Consider Request for Annexation and Zoning - Fritzlan/Ecodwelling Annexation - Ordinance No. 8 Annexation, Ordinance No. 9 Zoning, Resolution No. 11 Annexation Findings, Resolution No. 12 Annexation Plan, and Annexation Agreement

9. Regular Agenda

9.a. Consider Appointments to the Senior Center Advisory Board

9.b. Consider the Re-Appointment of Milton Rodas, Rick Steffen, Karen Roberts, and Melissa Carter to the City of Rifle Planning Commission for an Additional Four Year Term

9.c. Award to TNT Striping for Crack Sealing 2023

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

10. Administrative Reports

10.a. Report to City Manager

11. Comments from Mayor and Council

12. Adjournment



Agenda Item #a.

Agenda Item Name:

Review of 2023 Budget Supplemental for Retaining Wall

Presenter:

Craig Spaulding, Civil Engineer

Item Description:

Overview of budget supplemental and retaining proposed for Regular Agenda

Recommended Action:

Action will be requested in the Regular Agenda

Fiscal Impact:

Yes, the wall is paid out of Wastewater and Street Fund.

Operational Impact:

The retaining wall will reduce operational impacts by decreasing nuisance flooding and debris.

Prior Board Motions:

None

Background Information:

As to history, previous City Administration(s) in the 1970's lacked the vision to properly consider the long-term impacts on City Infrastructure and City Right-of-Way (ROW). Not only did they not properly deal with the engineering mistakes by the developer, but they allowed a condition to exist which endangered the adjacent structure. This wall will repair the issues adjacent to the Right of Way but the vertical embankment within the property should be addressed by the property owner.

Executive Summary:

This workshop item is intended to discuss the Park Hill retaining wall primarily. The other items are primarily administrative.

Notification Requirements:

N/A

Prepared By:

Craig Spaulding, Civil Engineer

Attachments:

1. Park Hill Wall Drawings

2. Memo_Park Hill Wall Supplement

EARTH RETAINING WALL

WEST 3rd STREET AND FRAVERT AVENUE
RIFLE, COLORADO



VICINITY MAP
(NOT TO SCALE)

PREPARED FOR
CITY OF RIFLE
202 RAILROAD AVENUE
RIFLE, COLORADO 81650

INDEX	
SHEET	DESCRIPTION
S1	Title Sheet
S2	Wall Plan View
S3	Wall Profile
S4	Wall Sections
S5	General Notes

FOR REVIEW

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CLIENT:
CITY OF RIFLE
202 RAILROAD AVENUE
RIFLE, CO 81650
CRAIG SPAULDING *

DESIGN/CHK JDK DATE JAC PROJECT # GS06728.000 DATE 02/24/2023 TOTAL PER PLAN	SHEET S1 S5
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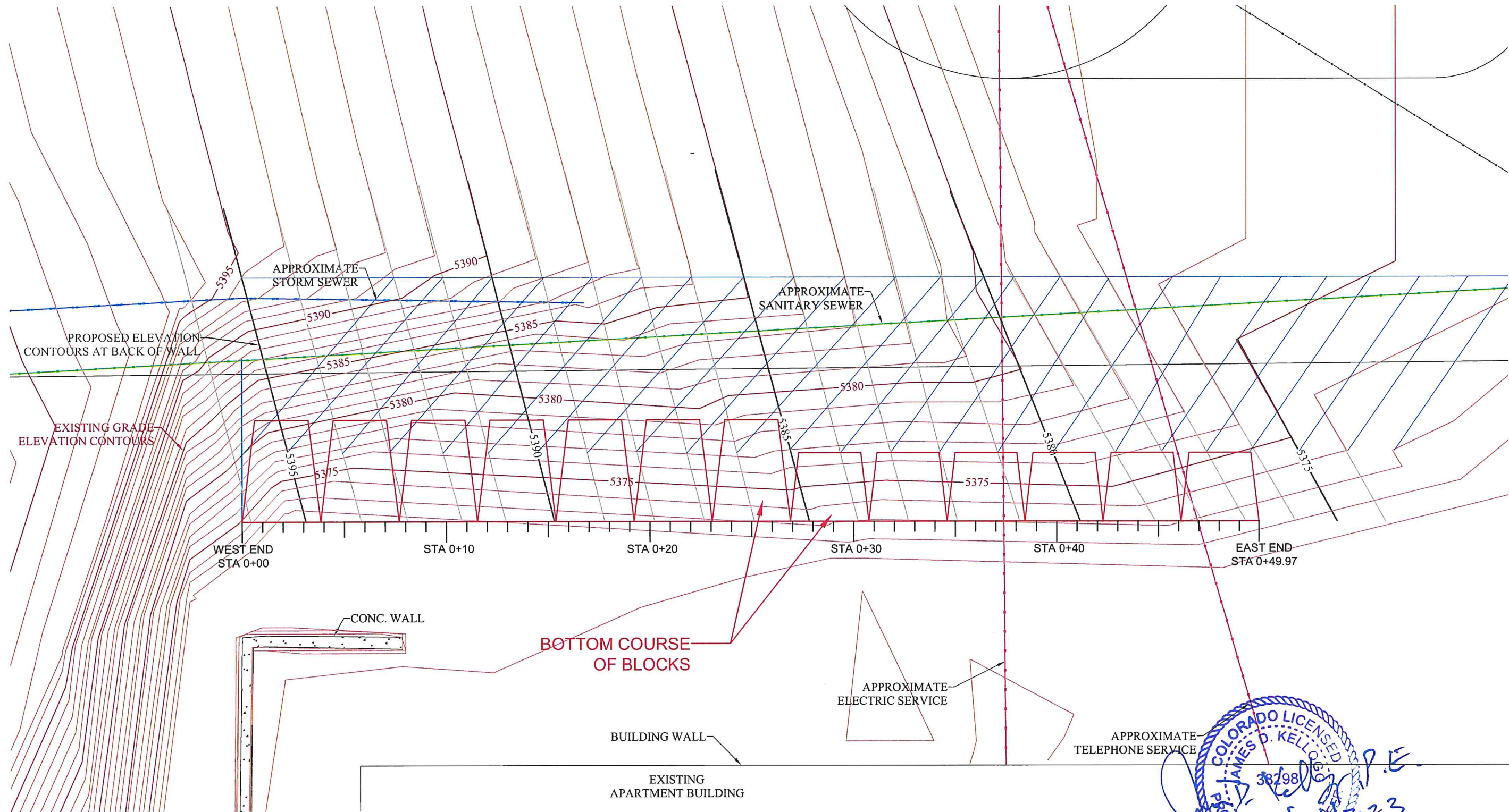
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PROJECT LOCATION:
WEST 3rd ST. AND FRAVERT AVE.
RIFLE, CO 81650

TITLE SHEET

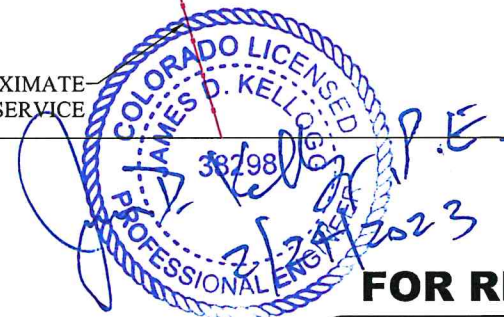
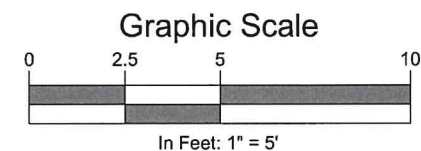
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Page 6 of 206



NOTE:

- CTL/THOMPSON, INC. HAS RELIED UPON SURVEY DATA PROVIDED BY THE CLIENT TO DEVELOP WALL SECTIONS AND PROFILES.

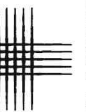


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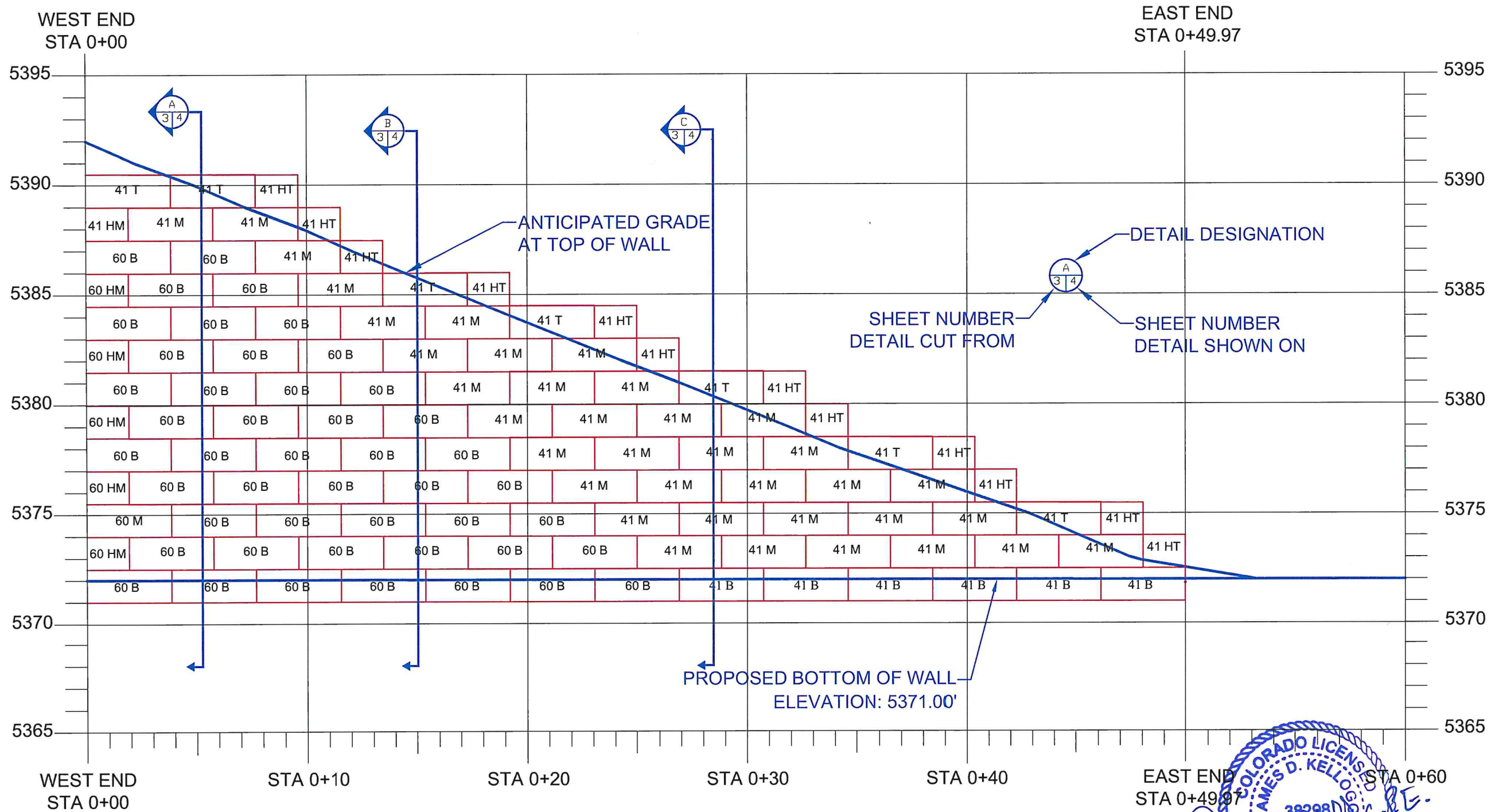
WALL PLAN

REV	DATE	REVISION/ISSUE
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CLIENT:

CITY OF RIFLE
202 RAILROAD AVENUE
RIFLE, CO 81650
CRAIG SPAULDING

DESIGNER JDK	SEAL
CHECKER JAC	S2
PROJECT # GS06728.000	
DATE 02/24/2023	
SCALE PER PLAN	S5



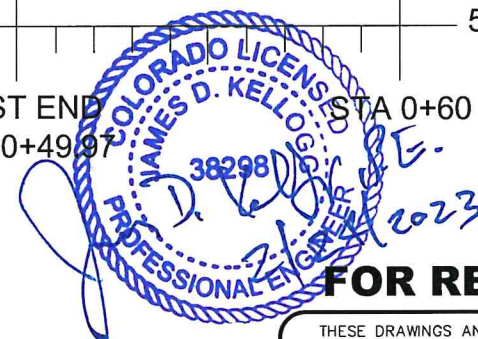
REDI-ROCK BLOCK QUANTITIES		
BLOCK ID	DESCRIPTION	QTY.
41 T	41" TOP BLOCK	7
41 HT	41" HALF TOP BLOCK	12
41 M	41" MIDDLE BLOCK	36
41 HM	41" HALF MIDDLE BLOCK	1
41 B	41" BOTTOM BLOCK	6
60 M	60" MIDDLE BLOCK	40
60 HM	60" HALF MIDDLE BLOCK	5
60 B	60" BOTTOM BLOCK	7

ELEVATION VIEW

SCALE: 1" = 5'-0"

NOTES:

- CTL/THOMPSON, INC. HAS RELIED UPON SURVEY DATA PROVIDED BY THE CLIENT TO DEVELOP WALL SECTIONS AND PROFILES.



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**REDI-ROCK WALL
ELEVATIONS**

NO.	DATE	REVISION/ISSUE
1		
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3		

CLIENT:

CITY OF RIFLE
202 RAILROAD AVENUE
RIFLE, CO 81650

CRAIG SPAULDING

JOB	SHEET
NAME	
JAC	S3
PROJECT	
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DATE	
02/24/2023	S5
SCALE	
PER PLAN	



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NO.	DATE	REVISION/ISSUE
1		
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CRAIG SPAULDING*

SIGNATURE NAME AC PROJECT # \$06728.000 DATE 2/24/2023 SCALE 1" = 1'	SHEET S4 OF S5
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GENERAL NOTES FOR RETAINING WALL

1. DESIGN BASIS:

- 1.1. WALL WAS DESIGNED PER THE DESIGN MANUAL FOR SEGMENTAL RETAINING WALLS, 3RD EDITION, BY THE NATIONAL CONCRETE MASONRY ASSOCIATION (NCMA).
- 1.2. GEOTECHNICAL ENGINEERING PARAMETERS FOR DESIGN WERE ESTIMATED BY CTL/THOMPSON, INC BASED ON RECONNAISSANCE OF THE SUBJECT SITE.

2. MATERIALS:

- 2.1. MODULAR BLOCK:
- 2.1.1. BLOCK SHALL BE REDI-ROCK UNITS AS SHOWN ON PLAN AND PROFILE DRAWINGS AND DETAILS.
- 2.2. BACKFILL SOILS:
- 2.2.1. SOIL/FILL MATERIALS FOR GRAVITY WALLS SHALL BE NATIVE SOILS OR SIMILAR SOILS.
- 2.2.2. SOIL/FILL MATERIALS SHALL BE FREE OF EXCESS MOISTURE, ROOTS AND ORGANICS, DEBRIS, SNOW, AND FROZEN LUMPS. ALL ROCKS AND HARD EARTH CLODS SHALL BE LESS THAN 4 INCHES IN THE LONGEST DIMENSION.
- 2.3. LEVELING PAD:
- 2.3.1. THE LEVELING PAD BELOW THE BOTTOM COURSE OF BLOCKS SHALL BE 6 INCHES THICK (MINIMUM) AND SHALL BE CDOT CLASS 6 AGGREGATE BASE COURSE PLACED AND COMPACTED AS OUT LINED SECTION 3.2.
- 2.4. WALL DRAINAGE MATERIALS:
- 2.4.1. DRAINAGE STONE SPECIFIED SHALL BE 3/4 INCH MINUS FREE DRAINING AGGREGATE WITH LESS THAN 3 PERCENT PASSING THE NO. 200 SIEVE (#57 OR #67 CONCRETE AGGREGATE OR CRUSHED RECYCLED CONCRETE WITH THE ABOVE PROPERTIES IS ACCEPTABLE).
- 2.5. THE NON-WOVEN GEOTEXTILE FABRIC ADJACENT TO THE DRAINAGE STONE SHALL BE MIRAFI 140N OR EQUIVALENT. NON-WOVEN GEOTEXTILE FABRIC SHALL MEET THE REQUIREMENTS OF CLASS 3 SURVIVABILITY IN ACCORDANCE WITH AASHTO M 288.

3. TECHNICAL REQUIREMENTS:

- 3.1. PRIOR TO CONSTRUCTION OF THE WALLS, THE CONTRACTOR SHALL CLEAR AND GRUB THE AREA BELOW THE WALL ALIGNMENT. FOUNDATION SOILS SHALL BE OBSERVED BY CTL/THOMPSON, INC. TO CONFIRM THAT PARAMETERS USED FOR DESIGN ARE APPROPRIATE. UNSUITABLE SOILS SHALL BE REMOVED AS DIRECTED BY CTL/THOMPSON, INC. AND REPLACED WITH CDOT CLASS AGGREGATE BASE COURSE COMPACTED AS OUTLINED IN SECTION 3.2.
- 3.2. CLASS 6 AGGREGATE BASE COURSE FOR THE LEVELING PAD AND TO REPLACE UNSUITABLE SOILS SHOULD BE PLACED IN LOOSE LIFTS NOT EXCEEDING 8 INCHES THICK, MOISTURE-TREATED TO WITHIN 2 PERCENT OF OPTIMUM MOISTURE CONTENT AND COMPACTED TO AT LEAST 95 PERCENT OF STANDARD PROCTOR (ASTM D698) MAXIMUM DRY DENSITY.

- 3.3. BACKFILL ABOVE THE GRAVEL DRAINAGE STONE BEHIND THE WALLS SHALL BE THE NATIVE SOILS FREE OF ROCKS LARGER THAN 6 INCHES IN DIAMETER, ORGANICS AND DEBRIS. BACKFILL SOILS SHOULD BE PLACED IN LOOSE LIFTS NOT EXCEEDING 10 INCHES THICK. BACKFILL SOILS SHOULD BE MOISTURE-TREATED TO WITHIN 2 PERCENT OF OPTIMUM MOISTURE CONTENT AND COMPACTED TO AT LEAST 95 PERCENT OF STANDARD PROCTOR (ASTM D698) MAXIMUM DRY DENSITY.
- 3.4. OBSERVATION AND TESTING METHODS AND FREQUENCY SHALL BE DETERMINED BY CTL/THOMPSON, INC. WITH REFERENCE TO PROJECT SPECIFICATIONS.
- 3.5. A COMPLETE SET OF APPROVED CONSTRUCTION DRAWINGS AND CONTRACT SPECIFICATIONS SHALL BE ON-SITE AT ALL TIMES DURING CONSTRUCTION OF THE REDI-ROCK RETAINING WALL.

4. SUBSURFACE DRAINAGE:

- 4.1. AT THE END OF EACH WORK DAY, BACKFILL SURFACE SHALL BE COMPACTED TO MINIMIZE PONDING OF WATER AND SATURATION OF THE BACKFILL.
- 4.2. THE ENGINEERING, DESIGN ANALYSIS AND DETAILING RELIES ON GRADING IN THE VICINITY OF THIS WALL BEING ACCOMPLISHED IN ACCORDANCE WITH THE CIVIL ENGINEERING PLANS.
- 4.3. CARE SHALL BE TAKEN NOT TO CONTAMINATE THE DRAINAGE STONE WITH THE NATIVE SOILS OR DELETERIOUS MATERIALS.
- 4.4. INSTALL WALL DRAIN PER DETAILS ON SHEET 4. DRAIN TO DISCHARGE PER CIVIL ENGINEERING PLANS.

5. DESIGN PARAMETERS:

- 5.1. THE REDI-ROCK EARTH RETAINING WALLS ARE DESIGNED WITH THE FOLLOWING DESIGN PARAMETERS:
- 5.2. FACTORS OF SAFETY:

5.2.1	EXTERNAL STABILITY	STATIC
	SLIDING AT MSE BASE, MINIMUM	=1.5
	OVERTURNING, MINIMUM	=2.0
	BEARING, MINIMUM	=1.5
	ECCENTRICITY AT MSE BASE, MAXIMUM	=0.167
	GLOBAL STABILITY, MINIMUM	=1.3

5.3. SURCHARGE LOADING:

- 5.3.1. LIVE LOAD NONE

5.4. HYDROSTATIC DESIGN:

- 5.3.1. THE WALL DESIGN CONSIDERS WET NEAR-SURFACE SOILS DURING SPRING SNOWMELT. GROUND WATER/PHREATIC SURFACE IS CONSIDERED TO BE SUFFICIENTLY BELOW BOTTOM OF WALL AS TO NOT INFLUENCE INTERNAL, EXTERNAL, OR GLOBAL STABILITY.

6. SPECIAL PROVISIONS:

- 6.1. THE DESIGN HEREIN IS BASED ON FOUNDATION CONDITIONS, GROUNDWATER CONDITIONS, AND LOADINGS STATED IN SECTION 5.
- 6.2. CTL/THOMPSON, INC SHALL EVALUATE THE FOUNDATION SOIL ALONG THE WALL ALIGNMENT PRIOR TO PLACEMENT OF THE LEVELING COURSE AND BLOCK..
- 6.3. TOTAL AND DIFFERENTIAL SETTLEMENT, AND THEIR EFFECTS ON THE RETAINING WALL SYSTEM, SHALL BE THE RESPONSIBILITY OF THE OWNER OR OWNER'S REPRESENTATIVE.
- 6.4. WALL ELEVATION VIEWS AND LOCATIONS AND GEOMETRY OF EXISTING STRUCTURES MUST BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION
- 6.5. CONTRACTOR TO ASSURE THE PROVISIONS OF THE CONSTRUCTION NOTES ARE FOLLOWED.
- 6.6. IF ANY ROCK FORMATIONS AND/OR GROUND WATER ARE ENCOUNTERED DURING CONSTRUCTION, IMMEDIATELY CONTACT CTL/THOMPSON, INC. AND THE OWNER'S REPRESENTATIVE.
- 6.7. ANY REVISIONS TO DESIGN PARAMETERS STATED IN SECTION 5.0 OR STRUCTURE GEOMETRY SHALL REQUIRE DESIGN MODIFICATIONS PRIOR TO PROCEEDING WITH CONSTRUCTION.
- 6.8. THIS DESIGN IS ONLY VALID FOR THE PROPOSED RETAINING WALL SHOWN HEREIN.
- 6.9. EXCAVATION SHALL CONFORM TO CURRENT OSHA REGULATIONS.
- 6.10. COMPACTION TESTS SHALL BE PERFORMED AT INTERVALS DEEMED NECESSARY BY CTL/THOMPSON, INC. TEST LOCATIONS SHALL BE AT THE DISCRETION OF CTL/THOMPSON, INC.
- 6.11. STABILITY ANALYSIS IS BASED ON THE REFERENCED PLANS, AND SITE CONDITIONS. MODIFICATION TO SITE CONDITIONS BY OTHERS IN THE FUTURE WILL REQUIRE ADDITIONAL ANALYSIS.

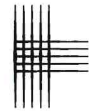


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234 Center Drive
Glenwood Springs, CO 81601

PROJECT LOCATION:

WEST 3rd ST. AND FRAVERT AVE.
RIFLE, CO 81650

GENERAL NOTES

NO.	DATE	REVISION/ISSUE
1	2/24/2023	ISSUED FOR REVIEW

CLIENT:

CITY OF RIFLE
202 RAILROAD AVENUE
RIFLE, CO 81650

CRAIG SPAULDING

CHK JDK	S5
JAC	
PROJECT GS06728.000	
DATE 02/24/2023	S5
PER PER PLAN	

PUBLIC WORKS



TO: Tommy Klein
FROM: Craig Spaulding
DATE: March 30, 2023
RE: Retaining Wall at Park Hill

The purpose of the following memo is to request a budget supplemental to construct a retaining wall adjacent to the 235 Fravert Avenue apartments.

As shown below the excavation behind the 235 Fravert Avenue apartments is near vertical. This is a problem that was created by previous development that has created issues for both the City and the property owner for at least the last 18 years.



Figure 1: (Left) 235 Fravert Avenue Apartments from above, undermined storm drain circled in red and ROW denoted with dashed blue line (Right) Vertical excavation adjacent to apartments

Because of the continual nuisance debris and risk to private structures and public utilities the City would like to construct the wall in 2023. The project was not in the 2023 budget because at the time of creating the budget the project had already gone out to bid for a design build and received no bidders. Because of this the timing of the project was unknown.

CTL Thompsos was then engaged to design a block wall for a design, bid, build project. CTL provided the design attached February 24, 2023.

The project intends to:

1. Support and cover the storm sewer pipe
2. Retain the City's utility corridor
3. Stop debris from falling to bottom of slope
4. Establish positive drainage and erosion control on disturbed surfaces after project completion
5. The project does not intend to make repairs to the vertical bank within the private property. Enforcement of private property repairs has been recommended at the time of previous stormwater repairs and remains a pending issue.

Cost Estimates to perform the work are contained below.

	unit	Qty	Unit Cost	Cost
Mobilization	LS	1	\$ 55,000.00	\$ 55,000.00
Block Wall	sf	678	\$ 200.00	\$ 135,600.00
Concrete Valley Pan	lf	82	\$ 185.00	\$ 15,170.00
Rip Rap	SF	250	\$ 7.00	\$ 1,750.00
Hydro-seed	SF	11000	\$ 0.85	\$ 9,350.00
Traffic Control	LS	1	\$ 15,000.00	\$ 15,000.00
Contingency 25%	LS	1	\$ 57,967.50	\$ 57,967.50
				\$ 289,837.50



Agenda Item #b.

Agenda Item Name:

Receive Updates on Right-of-Way Permit Process

Presenter:

Craig Spaulding, Civil Engineer

Item Description:

Provide update on Right-of-Way process changes

Recommended Action:

None

Fiscal Impact:

If approved, the ROW process will be much more self-sustained.

Operational Impact:

The new process will improve operations.

Prior Board Motions:

None

Background Information:

The Right-of-Way process has been a topic for the council for many years and is now being changed. The changes are consistent with neighboring communities and better protect the City and its citizens.

Executive Summary:

Please see attached Memo

Notification Requirements:

N/A

Prepared By:

Craig Spaulding, Civil Engineer

Attachments:

1. ROW updates 4.13.23

ENGINEERING



TO: Rifle City Council
FROM: Craig Spaulding
DATE: April 12, 2023
RE: ROW Code Updates

The following changes to the Right of Way Permit process are being drafted. The purpose of this update is to receive any Council input that they would like to provide that will be incorporated into a draft presented the May 3rd Council Workshop. At that point all comments will be addressed and placed in amended code to be reviewed and compiled by Jim Neu and then taken to council for the required number of readings and hopefully implemented by July.

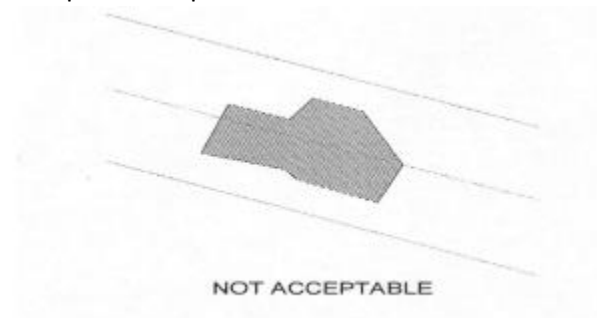
Updates

1. 11-4-80: update bonding to 100% or \$2,500 whichever is greater
 - a. This protects the City and adjacent properties from damage and defective work
 - b. This also protects homeowners from contractors performing work that does not meet City standards. If the bond is with the contractor the City can get the work corrected without going after the homeowner
 - c. There is currently code that allows this to be reduced or waived which may be worth keeping for instances that a bond is not practical for a homeowner
2. 11-4-90 and Appendix A: update fees (existing is \$50)
 - a. Increase base fee to pay for maintenance of code and public works manual, review, inspections and software
 - i. Assume \$6,500 every 3 years and we get 50-80 permits per year
 1. Additional \$27-\$43
 - ii. Software cost
 1. \$6,000/50-80 permits \$75-\$120
 - iii. Review, Inspection, Admin and Management Cost
 1. Initial rate that covers the majority of permits with opportunity to increase at review
 - a. A "base permit" takes 2 hrs at 60/hr
 - iv. Final Cost
 1. $(\$27-\$43) + (\$75-\$120) + \$120$
 - a. Min \$222
 - b. Max \$283
 2. **Recommend \$250**

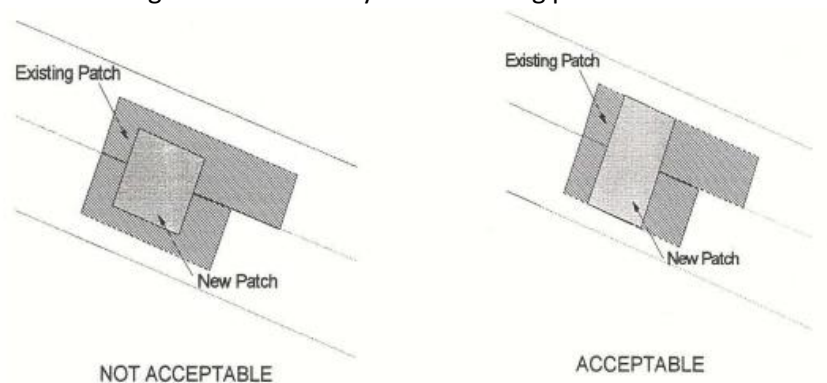
3. 11-4-350

- a. Restore asphalt per MGPEC, this is a change to the Public Works Manual and not code

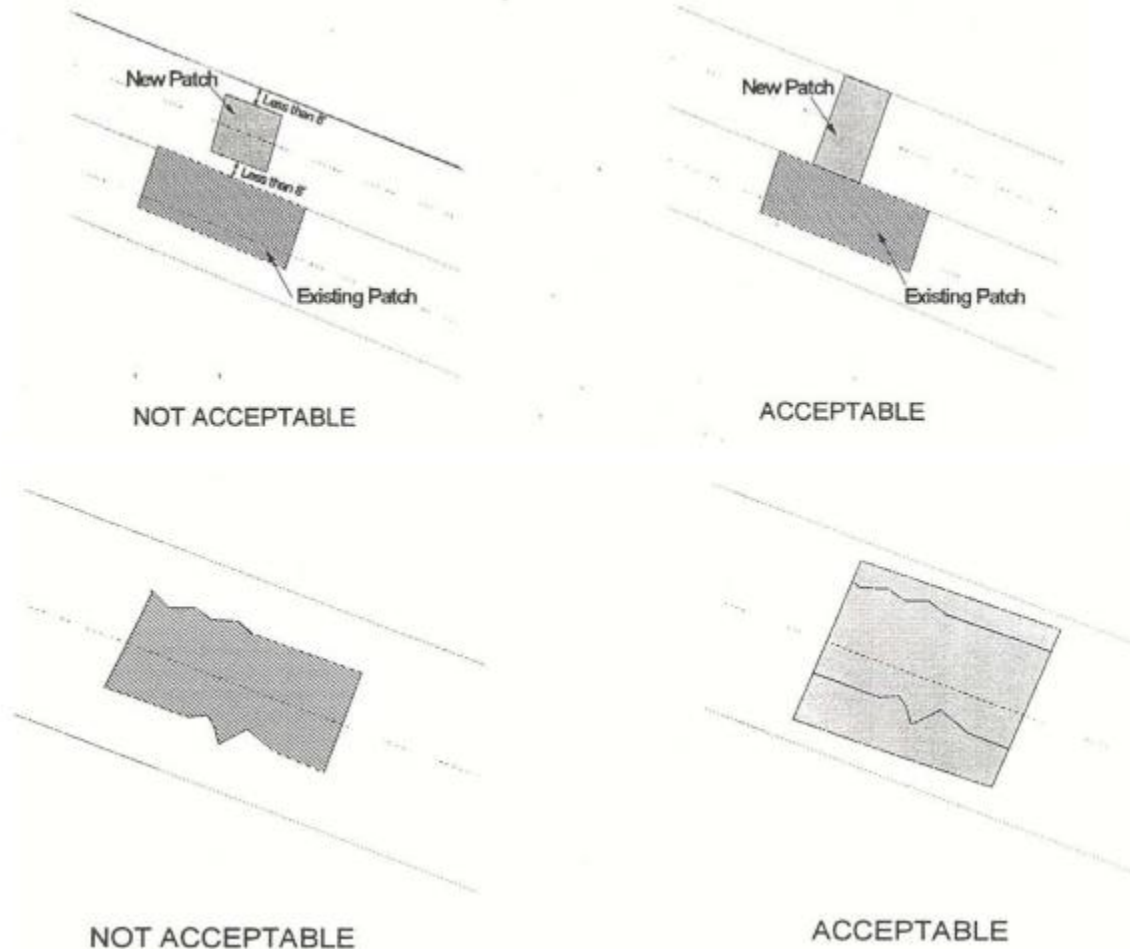
Prior to beginning work within any public right-of-way, or cutting any street surface, an encroachment permit and traffic control or barricade plan approval shall be obtained from the government entity or AGENCY having jurisdiction over that right-of-way. The barricading and traffic control devices shall be in place, and shall be in compliance with the AGENCY approved traffic control and barricade plan and the most current Manual on Uniform Traffic Control Devices (MUTCD). Permit fees and construction restrictions shall be in accordance with the rules, regulations, and ordinances of the entity or AGENCY having jurisdiction. While undergoing improvements, all streets upon or within which any work is being done shall be kept open to all traffic by the CONTRACTOR unless otherwise approved by the AGENCY. MGPEC - VOLUME I - PAVEMENT DESIGN STANDARDS & CONSTRUCTION SPECIFICATIONS 2021 Version Item 19 - Page 8 Existing pavements shall be removed to clean, straight lines, parallel and perpendicular to the flow of traffic. Asphalt and concrete pavements shall be removed by saw cutting, without damaging adjacent surfaces. Final removal of concrete will be to normal or AGENCY approved full panel longitudinal and transverse joint lines. Patches with angled sides and irregular shapes will not be accepted as depicted below.



Patches surrounded by 3 or more sides within existing patches will generally not be accepted. Boundaries of the patches shall coincide. The CONTRACTOR shall get direction from the contracting AGENCY or utility when existing patches are not stable.



Existing pavement shall not leave strips of pavement less than one-half lane in width from the edge of the new patch or the lip of the gutter for commercial, industrial or non-residential streets. In the case of residential streets, strips shall not be less than 8 feet in width from the existing patches or the lip of the gutter.



Avoid breaking away the edges of the existing pavement or damaging the remaining pavement with heavy construction equipment.

4. 11-4-360
 - a. Update to current standards, I don't know if the specified mix is available anymore. CDOT specifications will be used as they are mix designs that local batch plants produce
5. Add Warranty of 2 or 3 years
 - a. The existing warranty is 1 year which is not adequate as it usually takes longer that this for poor workmanship to arise
 - b. The pushback that is foreseen on this requirement is not that contractors don't want to repair work but it will require performance bonds to extend through the warranty period whin may hurt the bonding capacity for smaller companies

6. Add Asbuilts and if applicable tie to bond. If the asbuilts were included in the cost estimate and they are not provided at the end of a project that portion could be held from the bond to have asbuilts generated
 - a. Currently City of Rifle projects spend \$50k-\$100k determining where utilities are prior to installing new utilities.
 - b. It will take decades to improve the mapping of what is underground but this requirement is the beginning of the correction
 - c. Another requirement that Eagle has is that Utility Companies must provide the City with a map of their utilities and update it annually which would be very beneficial
7. Add Subsurface Utility Engineering (SUE) compliance note: this is a state requirement so the note should reference the bill but not go into so much detail that it has to be amended as the state requirements change
 - a. there are companies that are not complying with this now that have resulted in damaged utilities and outages of services for citizens



Agenda Item #c.

Agenda Item Name:

Review Asphalt Patching and Overlay Scope 2023

Presenter:

Craig Spaulding, Civil Engineer

Item Description:

Review Asphalt Patching and Overlay Scope 2023

Recommended Action:

Approval to use General Fund is needed to proceed with bidding but formal action will not be needed until bid award and purchase request approval.

Fiscal Impact:

The Street Fund does not have sufficient funds to keep up with overlays and patching. This project will provide General Funds to supplement the street fund in 2023 but is not a sustainable long-term solution.

Operational Impact:

There will be more streets repaired in 2023 than planned but will be performed by contractors.

Prior Board Motions:

None

Background Information:

Since 2012, the street fund has been deficient in spending and has still not kept up with repairs. Repairs are beginning to cost more money as streets are allowed to deteriorate too far. This will address the issue until the Street Fund has revenues to support its needs.

Executive Summary:

Currently, maintenance and repairs exceed the Street Fund revenues, resulting in streets that see deferred repairs. Many streets are to the point that they must be repaired in 2023 and the use of the General Fund would allow that.

Notification Requirements:

N/A

Prepared By:

Craig Spaulding, Civil Engineer

Attachments:

1. APO 2023 Estimate 4.13.23
2. 23 Asphalt Patching and Overlay
3. Memo_2023 Asphalt Scoping Reccomendations

Schedule A-E 26th St: Acacia Avenue to HWY 13						
Item		Description	Unit	Est. Quantity	Unit Cost	Scheduled Value
A1	Mobilization	Includes erosion control per CDOT M Stds/Rifle Public Works Manual & de-mobilization; per Lump Sum	LS	1	\$ 10,000.00	\$ 10,000.00
A2	Traffic Control	Includes development of MHT; placement and maintenance of traffic control devices; per Lump Sum	LS	1	\$ 10,000.00	\$ 10,000.00
A3	Mill 2.5 inch	Milling and disposal to remove 2.5" of Asphalt per Sq. Yard	SY	5050	\$ 3.65	\$ 18,432.50
A4	Grading	Watering, Grading and recompact existing subgrade per Square Yard	LS	1	\$ 25,000.00	\$ 25,000.00
A5	3" HMA	(1) lift, Compacted, Complete, per ton	ton	842	\$ 190.00	\$ 159,916.67
A6	4" Solid Double Yellow Striping	furnish and install, includes all survey or layout. Per Linear Foot	lf	1000	\$ 2.41	\$ 2,410.00
A7	Adjust MH's	Intall rings and or grout as necessary to match asphalt	Ea	4	\$ 500.00	\$ 2,000.00
A8	Adjust water valves	May include excavation and backfill with Class 6,	Ea	4	\$ 500.00	\$ 2,000.00
	Concrete Removal		SY	68	\$ 160.00	\$ 10,933.33
	Scarify, Moisture Condition and Recompact Sidewalk		SY	68	\$ 16.00	\$ 1,088.00
A9	Concrete - mono C-G-S, 6.5' width	Remove	SY	43	\$ 117.00	\$ 5,070.00
A10	Concrete - @ SW thru drain		SY	25	\$ 117.00	\$ 2,925.00
A25	MCR	Minor Contract Revisions	DOL	10000	\$ 1.00	\$ 25,000.00
Schedule B-Prefontaine: 5th Steet to 7th Street						
B1	Mobilization	Includes erosion control per CDOT M Stds/Rifle Public Works Manual & de-mobilization; per Lump Sum	LS	1	\$ 10,000.00	\$ 10,000.00
B2	Traffic Control	includes development of MHT; placement and maintenance of traffic control devices; per Lump Sum	LS	1	\$ 6,500.00	\$ 6,500.00
B3	Adjust water valves	Intall rings and or grout as necessary to match asphalt	Ea	4	\$ 500.00	\$ 2,000.00
B4	Mill	Milling and disposal to remove 2.75" of Asphalt per Sq. Yard	SY	2750	\$ 3.65	\$ 10,037.50
B5	3" HMA	(1) lift, Compacted, Complete, per ton	ton	458	\$ 190.00	\$ 87,083.33
B6	Striping (double yellow)	furnish and install, includes all survey or layout. Per Linear Foot	lf	750	\$ 2.41	\$ 1,807.50
	Class 6 Shoulder	placed, moisture conditioned, compacted, and cleaned off new asphalt	CY	5	\$ 124.00	\$ 620.00
B7	MCR	Minor Contract Revisions	DOL	5000	\$ 1.00	\$ 10,000.00

Schedule C-Hospital Hill Road						
C1	Mobilization	Includes erosion control per CDOT M Stds/Rifle Public Works Manual & de-mobilization; per Lump Sum	LS	1	\$ 10,000.00	\$135
C2	Traffic Control	Includes development of MHT; placement and maintenance of traffic control devices; per Lump Sum	LS	1	\$ 6,500.00	\$ 6,500.00
C3	Milling	Milling and disposal to remove 5" of Asphalt per Sq. Yard	SY	1850	\$ 3.65	\$ 6,752.50
C4	5" Hot Mix Asphalt	(2) lift, Compacted, Complete, per ton	ton	514	\$ 190.00	\$ 97,638.89
C5	Striping (double yellow)	furnish and install, includes all survey or layout. Per Linear Foot	lf	800	\$ 2.41	\$ 1,928.00
C6	Class 6 Shoulder	placed, moisture conditioned, compacted, and cleaned off new asphalt	CY	15	\$ 124.00	\$ 1,860.00
C7	MCR	Minor Contract Revisions	DOL	5000	\$ 1.00	\$ 10,000.00
Schedule D-14th St RR Avenue to new asphalt						
D1	Mobilization	Includes erosion control per CDOT M Stds/Rifle Public Works Manual & de-mobilization; per Lump Sum	LS	1	\$ 10,000.00	\$ 10,000.00
D2	Traffic Control	Includes development of MHT; placement and maintenance of traffic control devices; per Lump Sum	LS	1	\$ 15,000.00	\$ 15,000.00
D4	Mill Asphalt	Milling to remove 4" of Asphalt per Sq. Yard	SY	409	\$ 3.65	\$ 1,492.85
D5	4" HMA	(1) lift, Compacted, Complete, per ton	ton	91	\$ 190.00	\$ 17,268.89
D6	4" Solid Double Yellow Striping	furnish and install, includes all survey or layout. Per Linear Foot	lf	225	\$ 2.41	\$ 542.25
D8	MCR	Minor Contract Revisions	DOL	20000	\$ 1.00	\$ 20,000.00
Schedule E-5th St Alley to Whiteriver						
E1	Mobilization	Includes erosion control per CDOT M Stds/Rifle Public Works Manual & de-mobilization; per Lump Sum	LS	1	\$ 10,000.00	\$ 10,000.00
E2	Traffic Control	Includes development of MHT; placement and maintenance of traffic control devices; per Lump Sum	LS	1	\$ 10,000.00	\$ 10,000.00
E3	Mill Asphalt	Milling to remove 3" of Asphalt per Sq. Yard	SY	2875	\$ 3.65	\$ 10,493.75
E4	4" HMA	(1) lift, Compacted, Complete, per ton	ton	639	\$ 190.00	\$ 121,388.89
	Adjust water valves	May include excavation and backfill with Class 6,	Ea	5	\$ 500.00	\$ 2,500.00
	Adjust MH's	Intall rings and or grout as necessary to match asphalt	Ea	2	\$ 500.00	\$ 1,000.00
	Adjust monitering well	May include excavation and backfill with Class 6,	Ea	1	\$ 500.00	\$ 500.00
E6	MCR	Minor Contract Revisions	DOL	20000	\$ 1.00	\$ 15,000.00

Schedule F-Wapiti Airport Road to end of failures						
E1	Mobilization	Includes erosion control per CDOT M Stds/Rifle Public Works Manual & de-mobilization; per Lump Sum	LS	1	\$ 6,500.00	\$ 6,500.00
E2	Traffic Control	Includes development of MHT; placement and maintenance of traffic control devices; per Lump Sum	LS	1	\$ 10,000.00	\$ 10,000.00
E3	Mill Asphalt	Milling to remove 3" of Asphalt per Sq. Yard	SY	642	\$ 3.65	\$ 2,343.30
E4	4" HMA	(1) lift, Compacted, Complete, per ton	ton	143	\$ 190.00	\$ 27,106.67
E5	Adjust water valves	May include excavation and backfill with Class 6,	Ea	2	\$ 500.00	\$ 1,000.00
E5	MCR	Minor Contract Revisions	DOL	20000	\$ 1.00	\$ 15,000.00
Schedule G-4th ST & East Ave intersection						
E1	Mobilization	Includes erosion control per CDOT M Stds/Rifle Public Works Manual & de-mobilization; per Lump Sum	LS	1	\$ 6,500.00	\$ 6,500.00
E2	Traffic Control	Includes development of MHT; placement and maintenance of traffic control devices; per Lump Sum	LS	1	\$ 10,000.00	\$ 10,000.00
E3	Mill Asphalt	Milling to remove 3" of Asphalt per Sq. Yard	SY	525	\$ 3.65	\$ 1,916.25
E4	4" HMA	(1) lift, Compacted, Complete, per ton	ton	117	\$ 190.00	\$ 22,166.67
E5	Adjust water valves	May include excavation and backfill with Class 6,	Ea	6	\$ 500.00	\$ 3,000.00
	Remove and Replace ADA Ramp		Ea	4	\$ 2,500.00	\$ 10,000.00
E5	MCR	Minor Contract Revisions	DOL	20000	\$ 1.00	\$ 15,000.00
Schedule H-CDOT Bridge Approach Railroad to crosswalk on S. Bound Lane						
C1	Mobilization	Includes erosion control per CDOT M Stds/Rifle Public Works Manual & de-mobilization; per Lump Sum	LS	1	\$ 10,000.00	\$ 10,000.00
C2	Traffic Control	Includes development of MHT; placement and maintenance of traffic control devices; per Lump Sum	LS	1	\$ 15,000.00	\$ 15,000.00
	Mill Asphalt	Milling to remove 1.5" of Asphalt per Sq. Yard	SY	1683	\$ 3.65	\$ 6,142.95
C3	Hot Mix Asphalt Leveling Coarse	(1) 2" lift, Compacted, Complete, per Sq. Yard	ton	187	\$ 190.00	\$ 35,530.00
C3	2" Hot Mix Asphalt Top Course	(1) 2" lift, Compacted, Complete, per Sq. Yard	ton	187	\$ 190.00	\$ 35,530.00
C4	MCR	Minor Contract Revisions	DOL	5000	\$ 1.00	\$ 5,000.00



City of Rifle
Engineering
202 Railroad Ave.
Rifle, CO 81650
Ph. (970) 665-6556

CITY OF RIFLE
Crack Sealing 2023

NO.	DATE	REVISION	BY

Date: 3/16/2023
Project No.:
File Name:
Dsgn By:
Drwn By: CS

Drawing

PUBLIC WORKS



TO: Tommy Klein
FROM: Craig Spaulding
DATE: April 13, 2023
RE: Asphalt Patching Recommendations

The purpose of the following memo is to provide recommendation for asphalt patching for 2023. Attached to the April 19th Council packet is a map containing roads that are candidates for milling and installation of new asphalt.

All roads have been cored and asphalt depths determined. Council has recommended using \$700k for asphalt patching. This would be in addition to the \$450k budgeted for Chip seal and patching within the 201 Street Fund Budget. Crack Sealing is anticipated to come in around \$350k which means that most of these patching locations should fit in the combined Street and General Budget.

It is my recommendation to bid all of the patches as well as the chip seal project as two contracts. The asphalt patching contract would be split into schedules as shown in the attached such that portions could be removed if the bids come in over budget.



CITY OF RIFLE
202 RAILROAD AVENUE • P.O. BOX 1908 • RIFLE, CO 81650
WWW.RIFLECO.ORG



Agenda Item #d.

Agenda Item Name:

Receive Presentation of Birch Property Park Master Plan

Presenter:

Austin Rickstrew, Parks & Recreation Director

Item Description:

City Council and PRAB will receive a joint presentation from Shanen Weber of Design Concepts on the master plan documents for Birch Property Park.

Recommended Action:

Informational Only.

Fiscal Impact:

Design Concepts has created a three-phased approach for the build-out of the park.

Phase 1: \$1,898,013

Parking lot and parking lot lights

Utilities in road

Playground

Plaza and shelters with lighting

Port-a-lets and enclosure

Irrigation pond improvements

Extension of Birch Street

Park entry feature

Phase 2: 665,690

Multi-use fields

Pickleball courts

Pickleball plaza with shelter

Perimeter trail and trail lighting

Vegetative Screening

Phase 3: 668,194

Futsal Court

"Lookout" shelters and play equipment

The "Summit"

Soft scape bike trails

Pollinator Garden

Connection trails to Raynard Ditch Trail.
Vegetative screening

Operational Impact:

Staff will look to budget for construction documents to get us "shovel" ready and continue to seek grant funding.

Prior Board Motions:

N/A

Background Information:

Staff engaged Design Concepts at the end of 2022 to complete a master plan and visioning process for the Birch Property. We held two public meetings to receive community members' input and conducted a survey. Many of the park's features and design came directly from survey responses and what we have from the public.

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Austin Rickstrew, Parks & Recreation Director

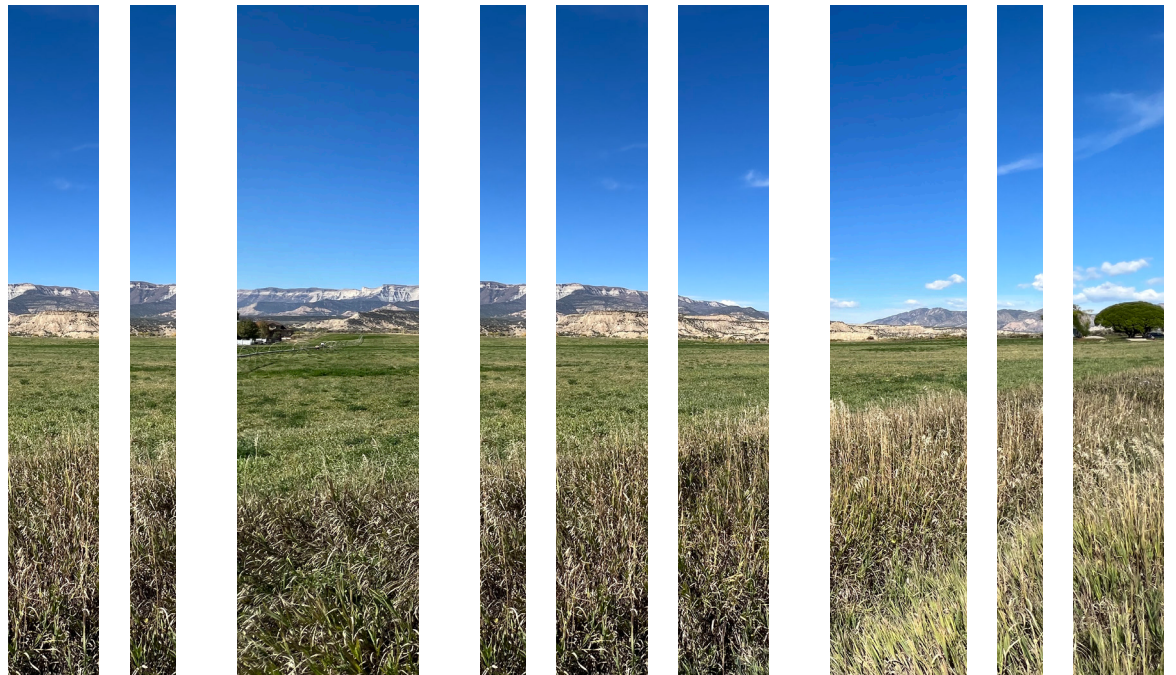
Attachments:

1. 2023-04-19-Birch_Property_Park-Final_Master_Plan



20
23

THE CITY OF RIFLE, COLORADO
BIRCH PROPERTY PARK
MASTER PLAN DOCUMENT



PROJECT

ACKNOWLEDGMENTS

1

Parks & Recreation Advisory Board

Sara Brainard, Board Member
Trudy Lowery, Board Member
Kevin Kelley, Board Member
Aaron Cumming, Board Member
Annie MacGregor, Board Member
Brian Dow, Board Member
Kevin Blatter, Board Member

Stakeholders

Dick Rhoades, Former Property Owner & Resident
Karen Rhoades, Former Property Owner & Resident
Brenda Maes, Former Property Owner & Resident
Michael Rhoades, Former Property Owner & Resident
Jennifer Rhoades, Former Property Owner & Resident
Chris Manera, Colorado River Engineering
*In addition to all public meeting attendees.



Thank you to the Rifle community and its leadership for sharing the vision for this plan!

City of Rifle Administration

Austin Rickstrew, Parks & Recreation Director
Patrick Waller, Planning Director
Kendrick Robinson, Recreation Program Manager

Consultant Team

Shanen Weber, Design Concepts
Aynslee Havenridge, Design Concepts
Walter Nieuwlandt, Design Concepts
J.R. Spung, JVA, Inc.
Michael Langhorne, Bookcliff Survey Services, Inc.



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Birch Property Park - Rifle, Colorado

PROJECT SUMMARY

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Welcome Sign - Rifle, Colorado
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PROJECT BACKGROUND

Birch Property Park is located in the City of Rifle, Colorado, nestled between the Rifle Creek and Raynard Ditch Trail to the north and west, the Promontory and North Pastures neighborhoods to the south and private property to the east. Impressive views of both the Bookcliffs to the west and the Grand Hogback Ridge to the north can be seen from Birch Property, creating an idyllic opportunity for a public park.

In 2004 Birch Property was acquired as part of the adjacent subdivision approval. It is roughly five acres in size and quite suitable for a lively neighborhood park.

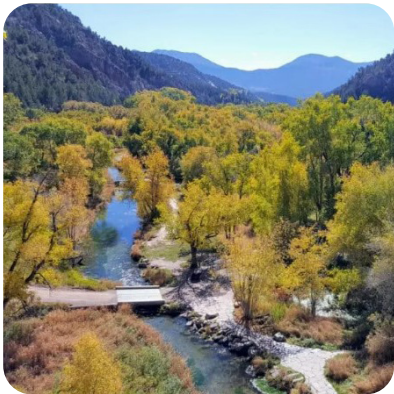
The City of Rifle has been eager to provide the adjacent Promontory and North Pastures neighborhoods with a park amenity, as the nearest existing park is approximately one mile away. The growing community warrants a well planned public space for all ages and abilities to enjoy both passive and active, recreational and respite experiences.

The Master Plan could not have been successful without the feedback and thoughtful comments of the local Rifle community. Two public meetings were held in order to present the Master Plan to residents and to gather first impressions, general comments, concerns and questions. A bilingual survey was also provided and distributed throughout the City in an attempt to reach the local audience at large.

The Consultant Team prepared a Preliminary Master Plan, associated graphics and cost estimate for review by City staff members. Regular design review meetings were held to ensure the direction of the project satisfied City leadership and met community priorities. A Final Master Plan was developed accordingly, along with perspective renderings, a final cost estimate and phasing plan to help outline and prioritize construction activities per the City’s funding capabilities.

The City of Rifle is bursting with outdoor opportunities of all kinds, from fishing to biking, rock climbing to open space trails and splash pads in the summer.

The location of Birch Property Park offers truly remarkable vistas of the surrounding mountain ranges and can provide a variety of park amenities for all local residents. Careful planning has gone into every phase of the master plan process in order to set the stage for a successfully constructed neighborhood park.



Rifle Falls – Rifle, Colorado



Ute Theater – Rifle, Colorado



Centennial Park – Rifle, Colorado





PROJECT GOALS & VISION

Together, the City of Rifle and the Consultant Team aimed to design a complete and overall Master Plan of Birch Property Park that will serve as the framework for future construction. Sitting high above the City of Rifle with incredible views, a comprehensive theme was derived to capture the essence and feel of the park, best described by the phase, *“Sky’s the limit!”*.

Priorities for the park include the following: an all-inclusive playground that incorporates a cloud theme, plaza with rentable shelters, concrete and softscape walking trails, exciting topography such as

“The Summit” and sledding hill, a futsal court, four pickleball courts, single track bike trails, space for flexible field activities, “Lookout” shelters and climbing features, all framed by a low-maintenance variety of native trees and shrubs throughout the site. A mid-sized parking lot is also included in the plan, along with appropriate pedestrian and parking lot lighting for safety. Wood estate fencing is also proposed around the extents of the site to delineate the park boundaries.

Both programmed and flexible sports activities can take place simultaneously, including a fenced in futsal court and fenced in pickleball courts. The open turf field is not intended to be programmed and therefore both scheduled and pickup practices and games can take place in the same vicinity.

A new trailhead is proposed in order to officially connect the Raynard Ditch Trail to the west to Birch Property Park, allowing for easy access in and out of the site. The Raynard Ditch Trail is currently utilized by walkers, joggers and children commuting to and from school. The location of Birch Property Park would provide an enticing destination for children and families to enjoy before and after the school day ends.

Future trail easements are being discussed for connections to the Raynard Ditch Trail and the soft surface trail along Graham Mesa, east of Birch Property Park, further increasing pedestrian and bicycle connectivity to the area.

Whether identifying plants in the pollinator gardens, watching a pickup game of soccer in the multi-use field, stargazing or sledding down the new hill in the winter months, the number one goal of the Birch Property Park design is to bring together the residents of Rifle.

By offering a variety of activities for all ages and abilities, the park aims to foster a sense of community for all those who enjoy the site. The park can serve as a central hub for neighborhood events, birthday parties and family reunions. Pickleball, futsal and soccer players will call Birch Property Park a second home because of the active team-oriented amenities it offers. Friends and families of all generations can enjoy the playground, trails and ascending “Summit” walk together, creating memories to last a lifetime.

Outdoor public spaces allow for unique, quality time spent both in groups and in solitude and Birch Property Park is designed to suit these needs of Rifle residents alike.



PROJECT CONDITIONS

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Birch Property Park - Rifle, Colorado

EXISTING CONDITIONS

Birch Property Park is a five acre parcel sitting atop a bluff and currently being utilized as a hay field. The site is irrigated by a small existing irrigation pond located at the southeast corner of the property. The irrigation pond is currently a shared system between the City of Rifle and adjacent property owners. This system is intended to remain in place to continue to irrigate the park and embellish the entrance into the park.

An existing pump house contains the irrigation equipment and is located east of the pond. A concrete diversion box is to the south and an electrical transformer is to the north of the pump house.

A 20' irrigation easement runs along the southern border of the park, along with a 10' easement delineated on the eastern edge of the site. Adjacent to an abandoned ditch approximately 25' wide also runs along the eastern edge of the property.

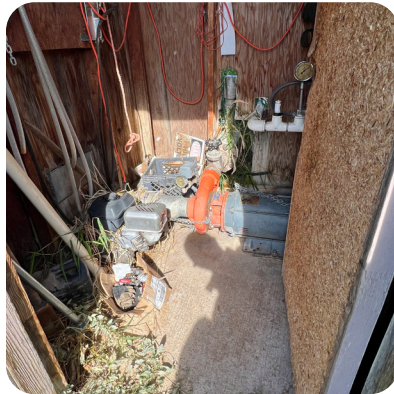
Anvil View Avenue and Birch Street provide vehicular and pedestrian access from the south. Anvil View Avenue terminates at the adjacent property, Birch Street ends at the park's boundary and 19th Street runs directly parallel to the park.

Existing water and sewer utility lines are located beneath Birch Street, while gas, electric and cable lines are located on the east side of the street.

Local residents have documented families of deer in the area over the years, stopping to graze in the hay field.



Irrigation Pump House



Irrigation Equipment



Irrigation Pond



Views to the North



Views to the West



Views to the South



Rifle Soccer Game - Rifle, Colorado
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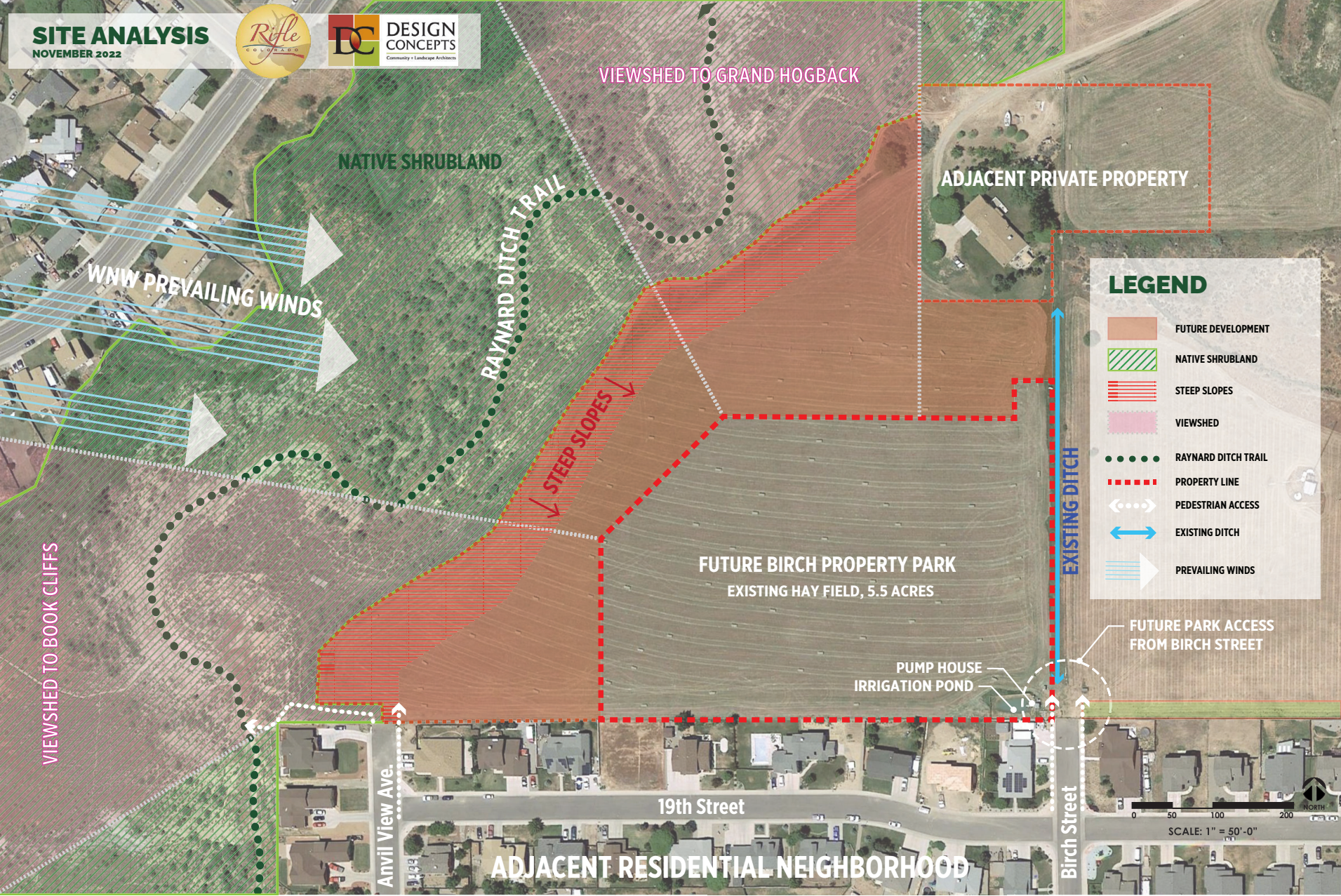


Centennial Park – Rifle, Colorado

SITE ANALYSIS

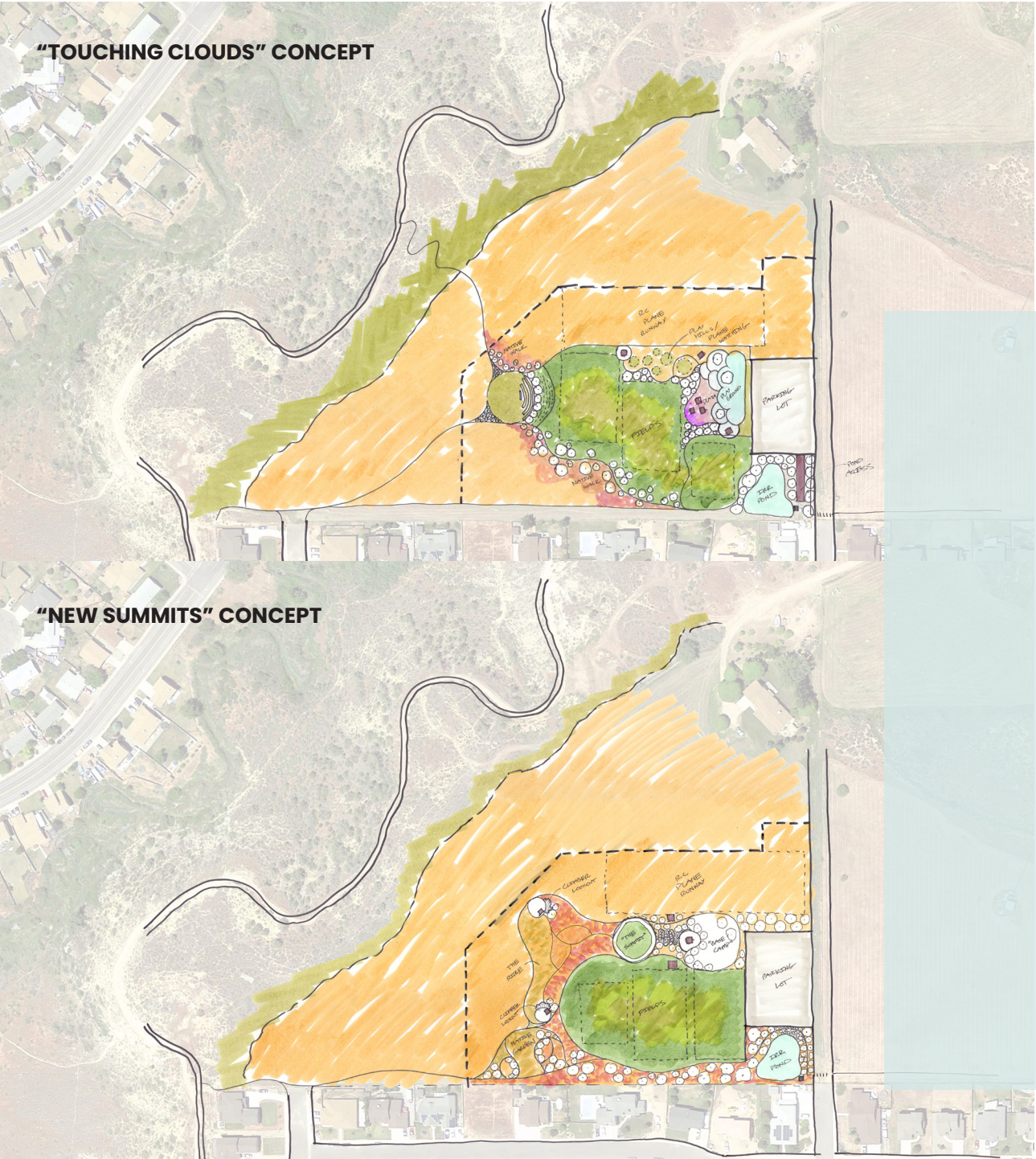
Birch Property Park is framed by open space with the potential for future development on the north and western sides of the site, followed by steep slopes dropping off into an area of native shrubland. Utilized by recreational users and bike riders, the moderately trafficked Raynard Ditch Trail snakes through this cliff side north and south.

West northwest prevailing winds are predominant on site. The Bookcliffs can be seen on the western horizon and the Grand Hogback Ridge is set to the north. There is an adjacent private property just north of the park, as well as the Promontory and North Pastures neighborhoods of single family homes to the south.



PROJECT P L A N S

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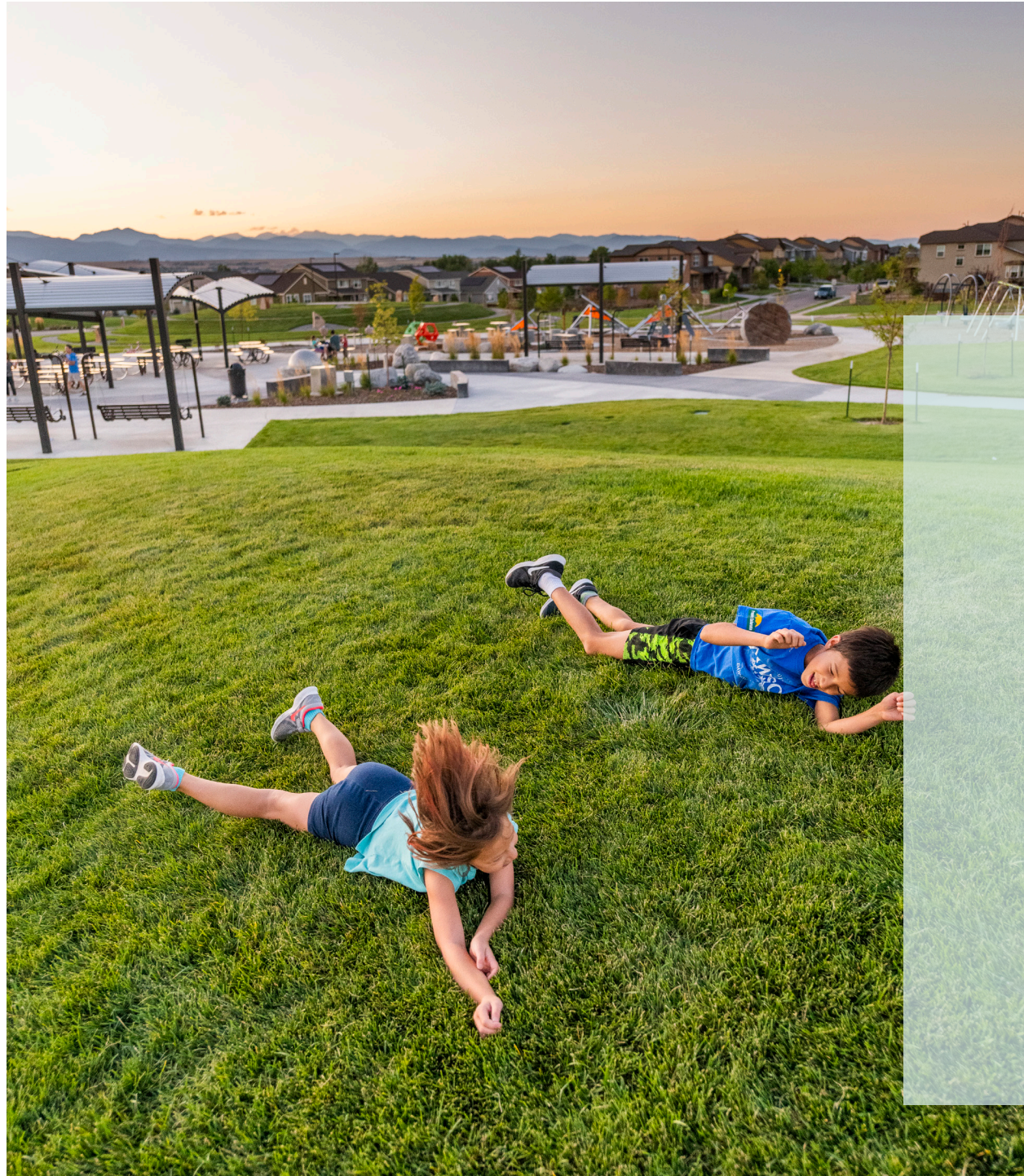


PRELIMINARY SITE PLANS

The Consultant Team prepared two conceptual designs for Birch Property Park to be discussed with City of Rifle staff, “Touching Clouds” and “New Summits”. Differing layouts of the playground, trails, topography and the multi-use fields were highlighted in both concepts.

Ultimately the final site plan layout is a hybrid of both designs, with the playground, “Lookout” shelters with climbing features and “The Summit” as focal points anchoring the site. Hard court surfaces for futsal and pickleball were added to round out the design.





FINAL SITE PLAN

Beginning at the southeast entrance to Birch Property Park, the Final Site Plan proposes an extension of Birch Street north to the entrance of a 36 stall parking lot. A pedestrian crosswalk and enhanced park entry with signage is critical at this junction for safe access into the site.

The plan recommends enlarging the irrigation pond to roughly twice it's existing size to accommodate all of the park features and landscape improvements. Planting and beautification enhancements are recommended in order to develop an aesthetically pleasing visitor experience. Attractive security fencing is

strongly suggested in order to maintain the safety of park users. A four foot high wood estate fence is shown around the perimeter of the site in order to delineate park boundaries, keeping the privacy of adjacent neighbors in mind.

The striped asphalt parking lot includes appropriate curb and gutter for drainage, as well as two ADA accessible parking stalls located directly across from the playground entrance. Six parking lot light fixtures are included in the planted islands. Two enclosed port-a-let facilities are proposed to the north of the parking lot.

The roughly 5,000 square foot thematic playground highlights cloud shaped, poured-in-place ADA accessible safety surfacing. The *"Sky's the limit!"* concept is carried throughout the equipment, through cloud climbers, hot air balloon play structures, paper airplane features and bird tunnels. Traditional swings and slides accompany the imaginative play pieces to create a balance between conventional yet well loved equipment and newer themed equipment. Overall, there is an emphasis on inclusive equipment so that children and adults of all ages and abilities can play together on the same playground. This creates a truly destination playground for all City of Rifle residents to seek out and enjoy together.

The central plaza houses three rentable shelters of varying sizes. Picnic tables, trash and recycling receptacles are also

included in the plaza space. An eight foot wide concrete wavy walk is located to the north, an undulating path serving as a toddler's beginner biking route.

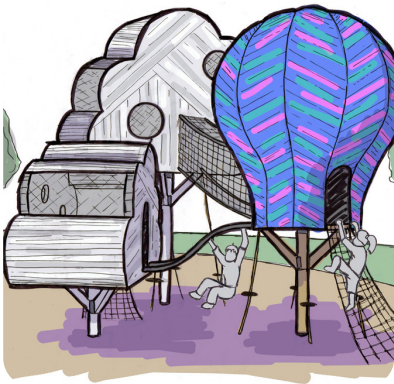
Four pickleball courts are situated at the northeast corner of the park for daytime use. Fencing and site furnishings are proposed within the courts. A pickleball plaza with shelter is also located to the south of the courts for players. Dense coniferous trees are designed to frame the courts in order to provide a visual and audio buffer for the adjacent property owners.

The central walkways are constructed of eight foot wide concrete and meander around the site providing access to most amenities. Benches and dog waste stations are proposed along the trail.

Pedestrian light fixtures illuminate the main pathway. This primary trail leads to "The Summit", a hill that lends itself well to stargazing and amphitheater events with dispersed seat boulders amongst the topography. On the north side of "The Summit" sits the sledding hill which descends downhill to the north.

The multi-use field is oriented in the center of the park and does not include any formal striping to ensure flexibility of the space. Kite flying, frisbee throwing, picnicking and yoga in the park are just some of the many impromptu activities that are envisioned for the space.

Directly east of the multi-use field sits a



futsal court. This is intended to be a hard court surface and would include a six foot high fence enclosing the area.

Proposed on the western edge and at higher elevations than the rest of the park, the “Lookout” shelters are intended to offer incredible views to the surrounding mountain ranges. Interpretive signage and boulder climbing features on poured-in-place safety surfacing accompany the shelters.

Two foot wide single track bike trails are settled between the “Lookouts”. These trails are intended to be a simple softscape material and are a family oriented, beginner’s challenge level.

A sizable pollinator garden is located in the southwest corner of the park and would include low lighting and plant identification signage for educational use.

Native trees and planting beds are shown throughout the park, highlighted by a native promenade walk along the southern primary trail. A handful of viewfinders are located strategically along the trail to help park users locate a vista or focal point of the site.

A new trailhead is recommended at the intersection of the Raynard Ditch Trail and the proposed trail exiting Birch Property Park. An additional trail to the northwest is also recommended that connects to the Raynard Ditch Trail.

The overall landscape design incorporates native grasses along the perimeter of the park, reduced irrigated sod, native plant material and deer resistant plant species. Coniferous trees are proposed along the northeast boundary to block residential property and provide privacy. Minimal trees were strategically added on the southern perimeter so not to block views from the surrounding neighborhood backyards. A planting buffer is also designed between the parking lot and playground to provide adequate safety for park goers.



Park Name Suggestions:

- Birch Mesa
- Birch Overlook
- Birch Park
- Birch View Park
- Roan Plateau Overlook
- Roan Plateau Park
- Mountain View Park
- Grand View Park
- Sky Ridge Park
- Skyline Park
- Sunset Park





PERSPECTIVE R E N D E R I N G S

The Consultant Team prepared three perspective renderings to showcase the proposed site plan amenities and the relationship amongst these programmed spaces.



Birch Property Park - "The Summit"

"The Summit" overlooking the unique vista of the Bookcliffs and the City of Rifle. Opportunities for kite flying, imaginative play, star gazing and group events abound. As soon as the first snowfall hits it's sledding time!



Birch Property Park – “Central Green”

The “Central Green” conveys open green space that gives ample opportunity for informal and formal recreation and sports. A futsal court provides year round access to the game. A large group shelter at the playground can be rented for large family gatherings or neighborhood events.



Birch Property Park – “Soaring Heights Playground”

The “Soaring Heights Playground” presents the proposed playground that truly embodies “*The Sky’s the Limit!*”. Spaces for inclusive and multi-generational play are marked by creative equipment that give a sense of exploration, discovery and freedom to play how one desires.



PHASING P L A N

Through collaboration with the City of Rifle, the Consultant Team outlined a three stage phasing plan for the Birch Property Park Master Plan in order to best reflect the City’s future budgetary and funding resources.

The overall **Base Bid Construction Subtotal** for all three phases of construction is \$3,231,897. Once additional fees are considered including construction surveying, bonding and mobilization, construction contingency and design fees for construction documents, a grand total for **Base Bid Construction** is estimated to be \$4,395,380.

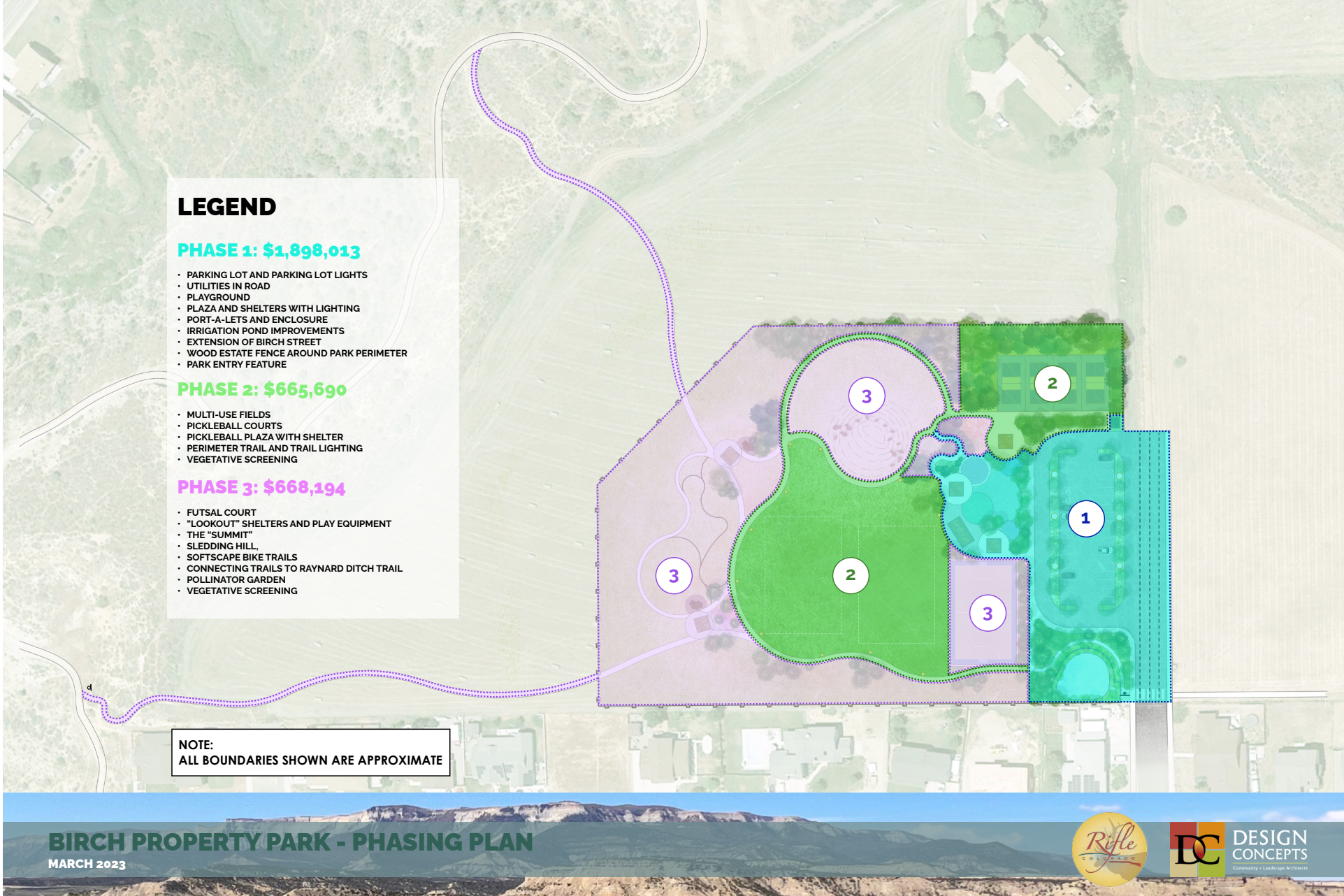
Phase One is the most costly phase at an estimated \$1,898,013 and includes the following elements: Birch Street extension and utility work; park entry features; irrigation pond improvements; parking lot and parking lot lighting; playground and associated equipment; central plaza, shelters, shelter lighting, and site furnishings; port-a-lets and enclosures; perimeter park fencing; and landscape planting and improvements.

Phase Two is estimated to cost \$665,690 and includes the following features: multi-use fields; (4) pickleball courts; pickleball plaza with shelter, shelter lighting and site furnishings; vegetative screening at the pickleball courts; concrete perimeter trail and pedestrian trail lighting; and landscape planting and improvements.

Phase Three is budgeted for \$668,194 and includes the following components: (1) futsal court; (2) “Lookout” shelters and associated play equipment; the “Summit” hill feature and sledding hill; softscape bike trails; concrete connecting trails to the Raynard Ditch Trail; pollinator garden at the “Lookout”; and landscape planting and improvements.

The three phases directly correspond with the project cost estimate available for reference in *Section 6: Opinion of Probable Costs*.





OPINION OF PROBABLE COSTS

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OPINION OF PROBABLE COSTS

The City of Rifle and the Consultant Team combined efforts to compile an Opinion of Probable Costs. This document serves as a conceptual cost estimate and a guide for planning and phasing purposes only. Estimated costs are based on the Final Master Plan as completed in this document in 2023. The Opinion of Probable Costs is based on the following assumptions:

- 1) The site plans in this document are conceptual and not for construction.
- 2) All quantities are approximate.
- 3) All items must be verified



through standard design and engineering practices. Items such as pipe sizes and pavement thicknesses are preliminary assumptions based on known conditions and standard practices. They are not to be used as a substitute for more detailed design or engineering.

4) Unit costs are based on 2023 data in collaboration with the City of Rifle, recent bid data from City of Rifle engineers, recent bid data from Design Concepts, institutional knowledge from JVA, and current unit cost prices direct from suppliers and manufacturers.

5) Unit costs are intended to be an estimate of contractor bids for the proposed work. As such, the unit costs are inclusive of materials, labor, delivery, fabrication and installation, and contractor overhead, as applicable.

6) The Construction/Design Contingency line item is considered a general estimate percentage for detailed design for construction and unforeseen changes for existing conditions.



Movie in the Park – Rifle, Colorado
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Birch Property Park - Master Plan

April 19, 2023

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
PHASE 1				
SITE DEMOLITION				
Temporary construction fencing	1,100	LF	\$6.00	\$6,600.00
Clear and grub	54,500	SF	\$2.50	\$136,250.00
Removal of irrigation pond fencing and misc. additional items	1	LS	\$3,000.00	\$3,000.00
			SUBTOTAL	\$145,850.00
TEMPORARY EROSION CONTROL				
Erosion control site maintenance	1	LS	\$10,000.00	\$10,000.00
			SUBTOTAL	\$10,000.00
EARTHWORK & GRADING				
Earthwork	1	LS	\$15,000.00	\$15,000.00
			SUBTOTAL	\$15,000.00
PAVEMENTS				
Traffic control plan for work in street	1	LS	\$15,000.00	\$15,000.00
Road base - 6"	175	TONS	\$35.00	\$6,125.00
Asphalt T-Patch - 6"	90	SF	\$33.00	\$2,970.00
Asphalt paving - 8"	175	TONS	\$155.00	\$27,125.00
Concrete curb and gutter - 6" vertical, 2' pan	1,900	LF	\$49.00	\$93,100.00
Concrete curb ramps w/ detectable warning	10	EA	\$2,500.00	\$25,000.00
Concrete 4' drainage pan	200	LF	\$141.00	\$28,200.00
Concrete 8' pan	30	LF	\$285.00	\$8,550.00
Striping - 4" wide	750	LF	\$0.80	\$600.00
Signage	12	EA	\$500.00	\$6,000.00
			SUBTOTAL	\$212,670.00
UTILITIES - WATER				
Traffic control for water work in street	1	LS	\$5,000.00	\$5,000.00
Street cut - remove and replace pavement	150	SF	\$12.00	\$1,800.00
Service tap - 3/4" typ., corp and curb stop	0	EA	\$600.00	\$0.00
Meter - 3/4" pit	0	EA	\$500.00	\$0.00

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
Water line - 8" PVC C900	310	LF	\$125.00	\$38,750.00
Gate valve - 8" with box	2	EA	\$1,800.00	\$3,600.00
Tee - 8"	1	EA	\$1,500.00	\$1,500.00
Cap - 8"	1	EA	\$900.00	\$900.00
Fire hydrant assembly - 6"	1	EA	\$13,500.00	\$13,500.00
Tracer wire	310	LF	\$0.30	\$93.00
Tracer wire test station	1	EA	\$110.00	\$110.00
			SUBTOTAL	\$65,253.00
UTILITIES - SANITARY SEWER				
Traffic control for sewer work in street	1	LS	\$2,000.00	\$2,000.00
Sewer line - 8" PVC SDR 35	310	LF	\$90.00	\$27,900.00
Cleanout w/ concrete collar	0	EA	\$800.00	\$0.00
Manhole	1	EA	\$4,500.00	\$4,500.00
Wye - 8" x 6"	0	EA	\$1,500.00	\$0.00
Service saddle - 8" x 6"	0	EA	\$700.00	\$0.00
Marker bollard	0	EA	\$600.00	\$0.00
			SUBTOTAL	\$34,400.00
UTILITIES - STORM DRAINAGE SYSTEM				
Storm line - 18" RCP	150	LF	\$120.00	\$18,000.00
Storm line - 15" PVC SDR 35	500	LF	\$150.00	\$75,000.00
FES - 18" concrete	0	EA	\$800.00	\$0.00
Manhole	2	EA	\$6,500.00	\$13,000.00
Inlet - area drain	10	EA	\$1,500.00	\$15,000.00
2' x 2' inlet - 3' depth	2	EA	\$1,500.00	\$3,000.00
Inlet - field	5	EA	\$4,200.00	\$21,000.00
Inlet - combination	2	EA	\$5,000.00	\$10,000.00
Pond liner	2,300	SF	\$1.00	\$2,300.00
Detention pond	1	EA	\$8,000.00	\$8,000.00
Detention pond outlet structure	1	EA	\$8,000.00	\$8,000.00
			SUBTOTAL	\$173,300.00
UTILITIES - ELECTRICAL				
1" electrical conduit	570	LF	\$20.00	\$11,400.00
			SUBTOTAL	\$11,400.00
ELECTRICAL - POWER AND LIGHTING				
General power and lighting - at parking lot and main plaza shelters	1	LS	\$40,000.00	\$40,000.00
Parking lot light fixtures - at parking lot	6	EA	\$4,500.00	\$27,000.00
			SUBTOTAL	\$67,000.00
SITE CONSTRUCTION				
Wood estate/split rail fencing - at perimeter	1,700	LF	\$50.00	\$85,000.00

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
8' ht. chain link fencing - at irrigation pond	230	LF	\$115.00	\$26,450.00
8' wide chain link gate - at irrigation pond	1	EA	\$2,000.00	\$2,000.00
Vehicular gate - at irrigation pond	1	EA	\$8,000.00	\$8,000.00
Concrete paving - 8' wide, 6" depth at main plaza and playground	160	CY	\$200.00	\$32,000.00
Colored concrete paving - at main plaza	250	SF	\$250.00	\$62,500.00
Sandblasting and painting - at main plaza	1	LS	\$10,000.00	\$10,000.00
Concrete seatwalls - at main plaza	220	SF	\$250.00	\$55,000.00
Gabion walls - at main plaza	75	SF	\$200.00	\$15,000.00
			SUBTOTAL	\$295,950.00
PLAYGROUND				
Poured-in-place rubber surfacing at playground + 4" compacted base for 3 colors (mixed w/ black) - at main playground	5,000	SF	\$24.00	\$120,000.00
PIP thickened edge - at main playground	350	LF	\$30.00	\$10,500.00
PIP concrete sub slab - at main playground	5,000	SF	\$7.00	\$35,000.00
PIP underdrain system - at main playground	1	LS	\$7,500.00	\$7,500.00
Primary (5-12 year old) play equipment - at main playground	1	LS	\$250,000.00	\$250,000.00
Toddler (2-5 year old) play equipment - at main playground	1	LS	\$150,000.00	\$150,000.00
Seat boulders - at main playground	10	EA	\$500.00	\$5,000.00
Log seating - at main playground	1	LS	\$2,500.00	\$2,500.00
Striping/painted games - at main playground	1	LS	\$7,500.00	\$7,500.00
			SUBTOTAL	\$588,000.00
SITE AMENITIES AND FURNISHINGS				
Large shade shelter - 15'x30' at main plaza	1	EA	\$50,000.00	\$50,000.00
Medium shade shelter - 15'x15' at main plaza	2	EA	\$25,000.00	\$50,000.00
Gateway/shelter signage - at park entrance	1	LS	\$10,000.00	\$10,000.00
Picnic table - at main plaza	7	EA	\$3,000.00	\$21,000.00
Bench - at main plaza	8	EA	\$2,000.00	\$16,000.00
Trash receptacle - at main plaza	5	EA	\$1,500.00	\$7,500.00
Bike rack - at main plaza	10	EA	\$750.00	\$7,500.00
Drinking fountain w/ bottle filler - at main plaza	1	EA	\$8,000.00	\$8,000.00
Bollards - between parking lot and playground	12	EA	\$1,000.00	\$12,000.00
Port-a-let enclosure - 2 stalls	1	EA	\$25,000.00	\$25,000.00
Port-a-let (provided by City)	2	EA	\$0.00	\$0.00
			SUBTOTAL	\$207,000.00
LANDSCAPE				
Trees deciduous - 2-1/2" B&B	60	EA	\$850.00	\$51,000.00
Trees ornamental - 2" B&B	15	EA	\$550.00	\$8,250.00
Shrubs - #5 container at main plaza	50	EA	\$50.00	\$2,500.00

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
Perennials - #1 container at main plaza	35	EA	\$20.00	\$700.00
Grasses - #1 container at main plaza	40	EA	\$20.00	\$800.00
Cobble mulch - at main plaza	630	SF	\$8.00	\$5,040.00
Soil prep and sod - at main plaza	600	SF	\$1.50	\$900.00
Soil prep and native seed - at disturbed areas	2,500	SF	\$1.20	\$3,000.00
			SUBTOTAL	\$72,190.00
BASE BID CONSTRUCTION SUBTOTAL - PHASE 1				\$1,898,013.00
PHASE 2				
SITE DEMOLITION				
Temporary construction fencing	2,215	LF	\$6.00	\$13,290.00
Clear and grub	60,000	SF	\$2.50	\$150,000.00
Removal of misc. additional items	1	LS	\$1,000.00	\$1,000.00
			SUBTOTAL	\$164,290.00
TEMPORARY EROSION CONTROL				
Erosion control site maintenance	1	LS	\$5,000.00	\$5,000.00
			SUBTOTAL	\$5,000.00
EARTHWORK & GRADING				
Earthwork	1	LS	\$15,000.00	\$15,000.00
			SUBTOTAL	\$15,000.00
ELECTRICAL - POWER AND LIGHTING				
General power and lighting - at perimeter trail lights and pickleball plaza shelter	1	LS	\$20,000.00	\$50,000.00
Pedestrian light fixtures - at perimeter trail	19	EA	\$3,500.00	\$66,500.00
			SUBTOTAL	\$116,500.00
SITE CONSTRUCTION				
Concrete paving - 8' wide, 6" depth at pickleball plaza and perimeter trail	175	CY	\$200.00	\$35,000.00
			SUBTOTAL	\$35,000.00
ATHLETIC COURTS				
(4) Pickleball courts - post-tension concrete	7,200	SF	\$15.00	\$108,000.00
Pickleball court equipment	1	LS	\$7,000.00	\$7,000.00
8' ht. pickleball court fencing	360	LF	\$115.00	\$41,400.00
4' wide pickleball court gates	2	EA	\$1,000.00	\$2,000.00
Pickleball court acrylic surfacing	1	LS	\$12,000.00	\$12,000.00
			SUBTOTAL	\$170,400.00
SITE AMENITIES AND FURNISHINGS				

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
Medium shade shelter - 15'x15' at pickleball plaza	1	EA	\$25,000.00	\$25,000.00
Picnic table - at pickleball plaza	2	EA	\$3,000.00	\$6,000.00
Bench - at pickleball plaza and courts	6	EA	\$2,000.00	\$12,000.00
Trash receptacle - at pickleball plaza	2	EA	\$1,500.00	\$3,000.00
Drinking fountain w/ bottle filler - at pickleball plaza	1	EA	\$8,000.00	\$8,000.00
Dog waste station - at perimeter trail (provided by City)	3	EA	\$0.00	\$0.00
Interpretive signage/markers - at perimeter trail	10	EA	\$2,000.00	\$20,000.00
View framing - at perimeter trail	1	LS	\$5,000.00	\$5,000.00
			SUBTOTAL	\$79,000.00
LANDSCAPE				
Trees deciduous - 2-1/2" B&B	10	EA	\$850.00	\$8,500.00
Soil prep and sod - at pickleball plaza and multi-use fields	44,000	SF	\$1.50	\$66,000.00
Soil prep and native seed - at disturbed areas	5,000	SF	\$1.20	\$6,000.00
			SUBTOTAL	\$80,500.00
BASE BID CONSTRUCTION SUBTOTAL - PHASE 2				\$665,690.00
PHASE 3				
SITE DEMOLITION				
Temporary construction fencing	5,175	LF	\$6.00	\$31,050.00
Clear and grub	51,050	SF	\$2.50	\$127,625.00
Removal of misc. additional items	1	LS	\$1,000.00	\$1,000.00
			SUBTOTAL	\$159,675.00
TEMPORARY EROSION CONTROL				
Erosion control site maintenance	1	LS	\$5,000.00	\$5,000.00
			SUBTOTAL	\$5,000.00
EARTHWORK & GRADING				
Earthwork	1	LS	\$20,000.00	\$20,000.00
			SUBTOTAL	\$20,000.00
SITE CONSTRUCTION				
Concrete paving - 8' wide, 6" depth at Raynard Ditch connecting trails and perimeter bike trail	215	CY	\$200.00	\$43,000.00
Softscape paving, Natural class 6, 3/8 minus - at 2' wide at bike trails	12	TONS	\$34.25	\$393.88

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
Small shade shelter - 10x10' at "Lookouts" (no lighting)	2	EA	\$17,500.00	\$35,000.00
Seat boulders - at "Summit"	15	EA	\$500.00	\$7,500.00
			SUBTOTAL	\$85,893.88
PLAYGROUND				
"Lookouts" climbing equipment	2	EA	\$25,000.00	\$50,000.00
Poured-in-place rubber surfacing at playground + 4" compacted base for 1 colors (mixed w/ black) - at "Lookouts" playgrounds	650	SF	\$24.00	\$15,600.00
PIP thickened edge - at "Lookouts" playgrounds	150	LF	\$30.00	\$4,500.00
PIP concrete sub slab - at "Lookouts" playgrounds	650	SF	\$7.00	\$4,550.00
PIP underdrain system - at "Lookouts" playgrounds	1	LS	\$3,000.00	\$3,000.00
			SUBTOTAL	\$77,650.00
ATHLETIC COURTS				
(1) Futsal field - striping, surfacing, fencing etc.	1	LS	\$100,000.00	\$100,000.00
			SUBTOTAL	\$100,000.00
SITE AMENITIES AND FURNISHINGS				
Bike rack - at bike trails	3	EA	\$750.00	\$2,250.00
			SUBTOTAL	\$2,250.00
LANDSCAPE				
Trees deciduous - 2-1/2" B&B	50	EA	\$850.00	\$42,500.00
Trees evergreen - 8' ht.	25	EA	\$850.00	\$21,250.00
Trees ornamental - 2" B&B	5	EA	\$550.00	\$2,750.00
Shrubs - #5 container at pollinator bed	200	EA	\$50.00	\$10,000.00
Perennials - #1 container at pollinator bed	150	EA	\$20.00	\$3,000.00
Grasses - #1 container at pollinator bed	150	EA	\$20.00	\$3,000.00
Cobble mulch - at pollinator bed and north of fields	2,550	SF	\$8.00	\$20,400.00
Soil prep and sod - between main plaza and "Summit"	3,150	SF	\$1.50	\$4,725.00
Soil prep and native seed	91,750	SF	\$1.20	\$110,100.00
			SUBTOTAL	\$217,725.00
BASE BID CONSTRUCTION SUBTOTAL - PHASE 3				\$668,193.88
BASE BID CONSTRUCTION SUBTOTAL - ALL PHASES				\$3,231,896.88
Construction Surveying	1.0%			\$32,318.97
Bonding and Mobilization	10.0%			\$323,189.69

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
Construction Contingency	15.0%			\$484,784.53
Design Fees for Construction Documents	10.0%			\$323,189.69
BASE BID CONSTRUCTION TOTAL - ALL PHASES				\$4,395,379.75
1. Unit costs are based on 2023 data in collaboration with the City of Rifle, recent bid data from City of Rifle engineers, recent bid data from Design Concepts, institutional knowledge from JVA, and current unit cost prices direct from suppliers and manufacturers.				
2. This cost estimate is preliminary in nature and subject to change during the design process. Phasing discussions are ongoing and costing escalation based on future phasing has not been added to this estimate.				
3. Costs account for general conditions and are assumed to include to permitting, bonds, insurance, mobilization, and profit.				
4. Costs do not include review fees, etc.				
5. Costs assume no shoring or deep excavation work requiring specific excavations.				
6. Costs do not include any dewatering, equipment rentals, or treatment.				
7. Earthwork quantities are preliminary raw numbers and not adjusted to account for shrink, swell, compaction, over-excavation, foundation or utility spoils.				
8. Earthwork quantities do not account for environmental remediation.				
9. Costs do not include utility tap fees.				

COMMUNITY OUTREACH

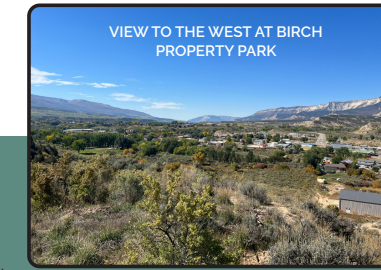
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First Public Meeting - Rifle, Colorado
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Birch Property Park - We want to hear from you!

- 1) What type of community activities and events do you, your friends, and/or family enjoy?
- 2) What parks in Rifle do you visit most often and why?
- 3) What types of playground equipment or activities do you, your friends, and/or family enjoy?
- 4) What comments do you have regarding the preliminary Site Plan?
- 5) Do you have a suggestion for naming the Birch Property Park?



VIEW TO THE WEST AT BIRCH
PROPERTY PARK

*If you'd prefer to take this survey online,
please scan the QRQC code.

BIRCH PROPERTY PARK - SURVEY QUESTIONS

NOVEMBER 2022



Birch Property Park - Queremos escuchar de ti!

- 1) ¿Que tipo de actividades comunitarias y eventos disfrutan tu, tus amigos, y/o familia?
- 2) ¿Que parques en Rifle visitas mas a menudo/seguido? y ¿por que?
- 3) ¿Que tipo de equipo del parque o actividades disfrutan tu, tus amigos, y/o familia?
- 4) ¿Que comentarios tienes acerca del plan del sitio preliminar?
- 5) ¿Tienes algunas sugerencias para nombrar el Birch Property Park?



VISTA AL OESTE DE BIRCH
PROPERTY PARK

*Si tu prefieres tomar esta encuesta en
línea, por favor escanea el código QRQC.

BIRCH PROPERTY PARK - SURVEY QUESTIONS

NOVEMBER 2022



FIRST PUBLIC MEETING

The public outreach process for the Birch Property Park Master Plan consisted of meetings with the City of Rifle and various stakeholders, including former and current property owners and local engineers. The first public meeting was hosted by the City and held at City Hall in the Council Chambers on Tuesday, November 15, 2022 at 6:30 PM. An estimated 45 participants were in attendance and provided an array of thoughtful comments, valuable concerns and insightful questions.

The Consultant Team presented a series of graphics including the Site Analysis, Preliminary Site Plan, Existing Conditions and Park

Amenity Opportunities through a slide presentation, as well as on presentation boards that were displayed throughout the meeting room.

A survey was also distributed in both English and Spanish and was listed on the City's website for a three week period. City of Rifle staff displayed table tents at local businesses downtown to solicit as much feedback as possible and it proved to be quite successful. A total of 123 online

and paper surveys were completed by local residents. Additional details regarding public comments recorded during the first public meeting can be found in *Section 8: Appendix, Meeting Notes*.

Additionally, the City of Rifle included outreach materials, survey links and maps as part of a booth at Hometown Holidays, a popular winter event in Rifle.



2023 Hometown Holiday Event Booth
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Consultant Team Presentation

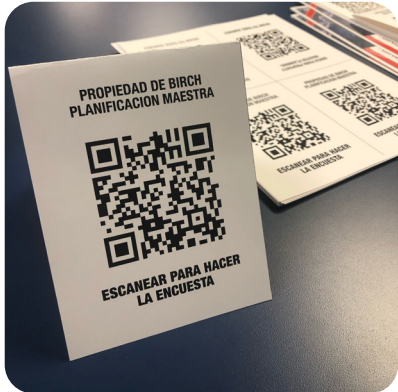
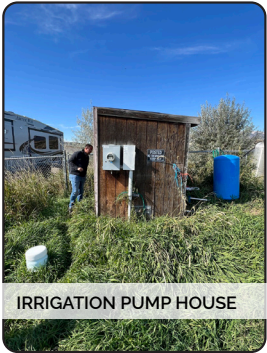


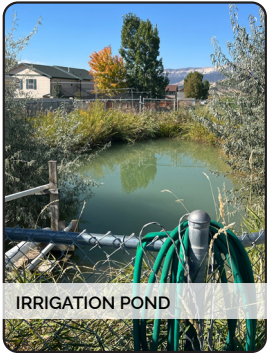
Table Tents for Survey



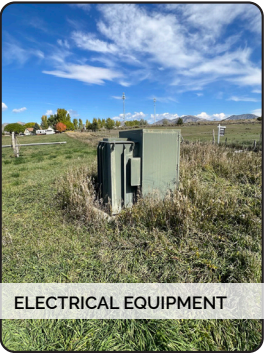
Participants at First Public Meeting
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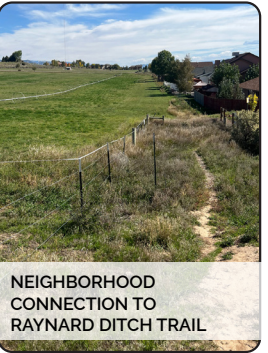
IRRIGATION PUMP HOUSE



IRRIGATION POND



ELECTRICAL EQUIPMENT



NEIGHBORHOOD
CONNECTION TO
RAYNARD DITCH TRAIL



VIEW TO THE WEST



VIEW TO THE SOUTHWEST



EXISTING DITCH CONNECTION TO THE NORTH



VIEW TO THE EAST



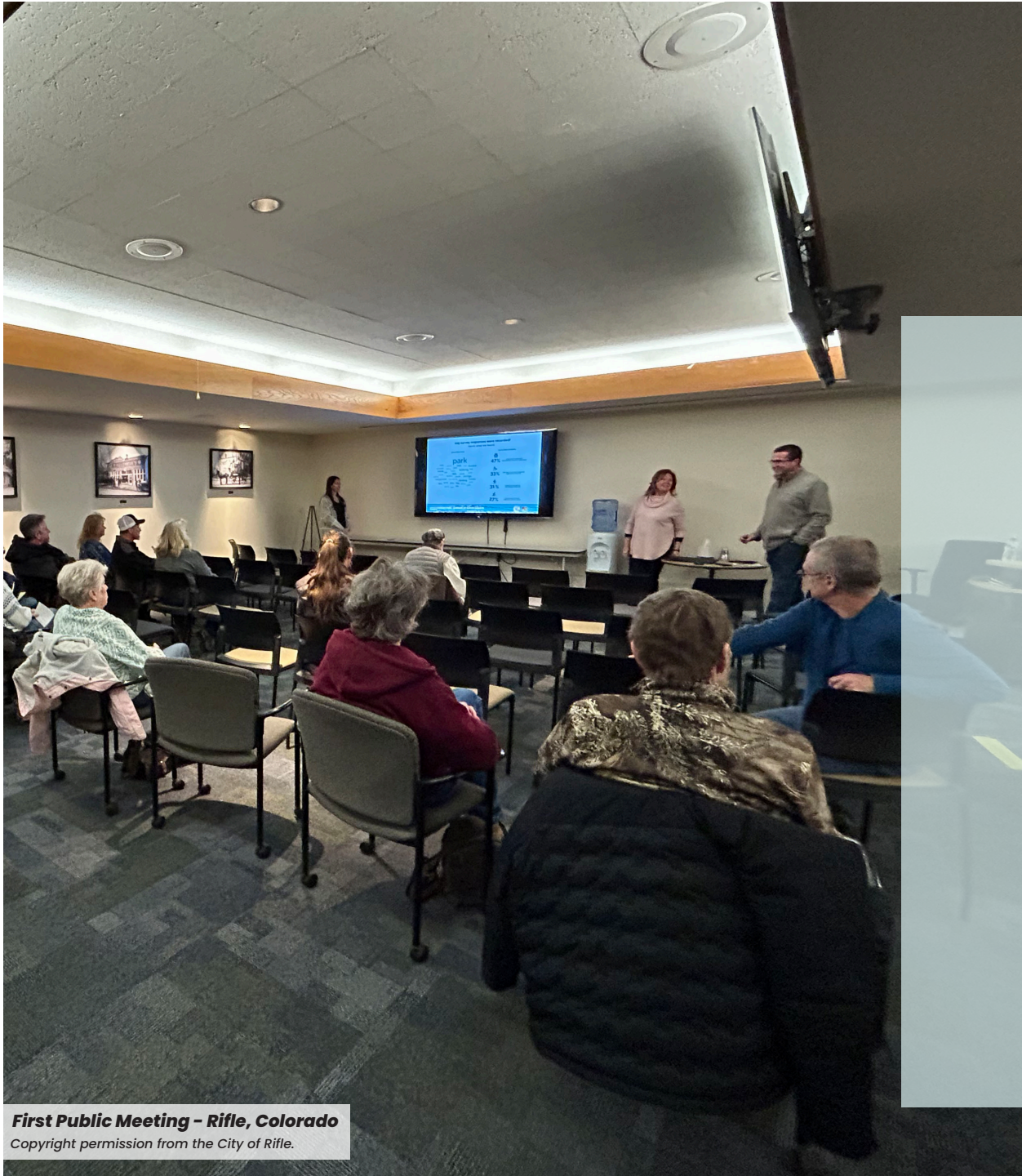
VIEW TO THE SOUTH



SURROUNDING NEIGHBORHOOD







First Public Meeting – Rifle, Colorado
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SECOND PUBLIC MEETING

The second public meeting was hosted by the City and held at City Hall in the Council Chambers on Thursday, February 16, 2023 at 6:00 PM. An estimated 18 participants were in attendance and contributed to a lively discussion regarding general comments, questions and concerns. The Consultant Team presented the Summary of Survey Responses, Summary of Comments at First Public Meeting, Final Site Plan and three Perspective Renderings via a slide presentation.

Feedback provided by residents both in person at the public meetings and recorded through survey responses was generally

insightful and positive. Valid concerns about lighting, safety, congestion and privacy were raised and taken into great consideration by the City of Rifle and Consultant Team when designing the Site Plan. The Consultant Team strove to incorporate as many recreational and outdoor activities to reflect community wishes, while balancing the desires of the City of Rifle and taking into consideration the City's maintenance capabilities and feasible budget.

Two graphic boards were created to synthesize both the survey responses and comments captured during the first public meeting. The Consultant Team prepared a word cloud to display the most used words in the survey responses. The more often a word was used, the larger the word is expressed in the graphic. Frequently used words included park, walking, playground, swings, climbing, kids, events and trails.

The Team was also able to extract statistical data to create infographics with corresponding percentages. These describe the types of activities a majority of respondents value and/or should be considered at Birch Property Park. 47% of respondents expressed the importance of family gatherings, City events and cultural events in Rifle. 33% stated swings were the type of playground equipment they and their family or friends used most. 31% described their interest in walking, jogging and hiking trails. 27% detailed their interest in traditional sports and recreation as a high priority for the

design of Birch Property Park.

The Consultant Team created an additional graphic to display the highlights of conversation at the first public meeting. New amenities were suggested by residents that had yet been discussed by the Consultant Team such as family-oriented bike trails, additional lighting along the trails, perimeter fence, wavy walk at the playground and a futsal field. These comments proved to be extremely valuable as they were previously unknown as a community desire. Through Consultant Team and City of Rifle discussions, the majority of suggested amenities were approved and included in the Final Site Plan.

At both public meetings, the Consultant Team emphasized the importance of this master planning process as the critical first step of design. The City of Rifle explained the design and construction document phases that would follow and the duration, prior to the groundbreaking and park construction phase.

Additional details regarding public comments documented during the second public meeting can be found in *Section 8: Appendix, Meeting Notes*.



Consultant Team Presentation



Presentation Boards



Second Public Meeting
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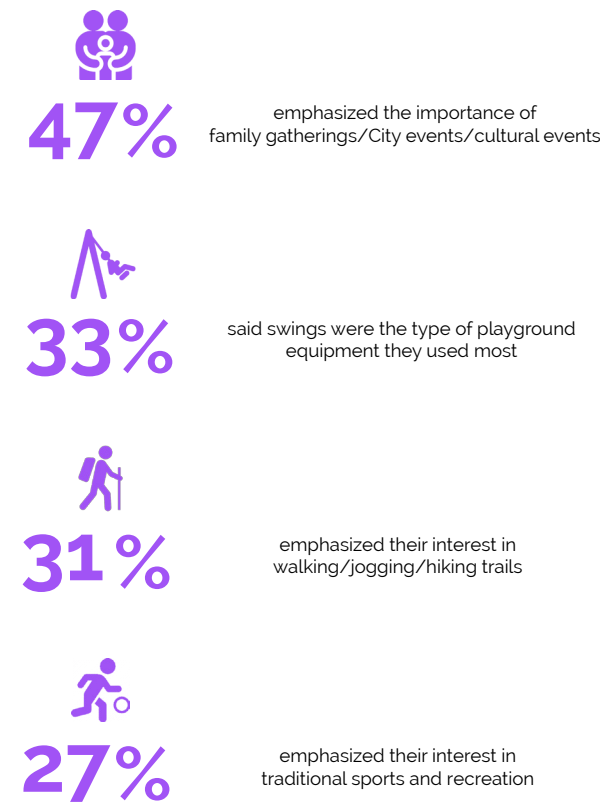
123 survey responses were recorded!

Here's what we heard:

Survey Word Cloud



Survey Data & Statistics



BIRCH PROPERTY PARK - SUMMARY OF SURVEY RESPONSES FEBRUARY 2023



45 attendees participated in the first public meeting!

Here's what we heard:



BIRCH PROPERTY PARK - SUMMARY OF COMMENTS AT FIRST PUBLIC MEETING FEBRUARY 2023



PROJECT APPENDIX

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MEETING NOTES

Detailed notes were recorded for all City of Rifle and Stakeholder meetings with the Consultant Team, as well as throughout the duration of the two public outreach events.



Meeting Notes

Birch Neighborhood Park
Kickoff Meeting

Location:	Parks and Recreation Offices Rifle, CO	Date:	October 11, 2022
To:	City of Rifle Staff Bookcliffs Surveying JVA	Time:	10:00 am
From:	Design Concepts		
Present:	<u>Name</u> Tom Whitmore Austin Rickstrew Patrick Waller Kendrick Robinson Shanen Weber Walter Nieuwlandt	<u>Company</u> City of Rifle-Parks and Recreation Director City of Rifle-Asst. Parks and Recreation Director City of Rifle-Planning Director City of Rifle-Recreation Program Manager DCLA-Principal In Charge DCLA-Project Designer	

The purpose of this meeting was to establish project goals and desires for Birch Neighborhood Park, as well as obtain background information pertinent to the project, discuss challenges, review scheduling, and take inventory of the existing site.

General Comments-Birch Neighborhood Park

1. East side of Birch property may become future development (residential).
2. Birch St. will extend north all the way to the homeowner’s property in the future, include this in the master plan.
3. The outer edge (west side) of property next to park will be developed for residential. Anvil St. will extend and be the access road to these homes.
4. Open play space, open turf space for sports is a priority, will help the city obtain open space grant funding.
5. Include a unique multi-generational Inclusive play feature.
6. Include shade and picnic shelters around the perimeter.
7. Include parking with emergency vehicle access.
8. Include shade trees.
9. Trail connections needed around perimeter of park.
10. Youth natural turf soccer field (U10) is about the size of sport field they are envisioning.
11. They are using irrigation (non-potable) pumped from the pond at the south boundary. They would like that to be a little more aesthetically pleasing.
12. Separate utility/irrigation systems for the park property and the parts of the property that will likely be developed, so that they can be selectively shut off/controlled without impacting the other.

13. Will likely need to increase the size of the irrigation pond to provide enough water. With the purchase of the parcel the city is required to also obtain the water rights for the parcel from the previous owner.
14. Access to the park would need to come off Birch St.
15. Need aesthetic and safe solution to keep people out of the irrigation pond.
16. Need vehicular access to the irrigation pond (gate?).
17. The park parcel is the only one that is actually in the city limits of Rifle, surrounding property is a part of Garfield County property.
18. Pedestrian connections are off Birch, Anvil, the Raynard Ditch trail, and Grand Mesa Ave. to the east.
19. A trail easement will be established from Grand Mesa Ave. to the park for pedestrian access.
20. The budget for the future project will come in part from our final cost-estimate.
21. The playground is the top priority in the park.
22. The city sees a lot of RC planes (could be cool to have an unofficial “airport”) and kite flying.
23. Large group and small group shelters, away from current residents as much as possible.
24. Climbers in playground are always desired.
25. Provide a durable, efficient, and easy way to show shelter reservations. QR codes may be an option. Cut the QR code into an aluminum sign plaque that can be posted on site. Consider a park kiosk or other that would include this information.
26. Trails need to be drivable, ~8’ wide. For maintenance mostly. Material of trails depends on cost. Could be a combination of concrete and crusher fines with hierarchy.
27. Start with concrete trails in the cost estimate and can work from there.
28. Dick Rhodes is the existing property owner. He would be interested in showing the team around the property and giving his input.

Public Process Comments-Birch Neighborhood Park

1. Would like to go to the public event with at least a preliminary design to give the public some parameters (same goes for the other 2 Rifle projects).
2. Bring image boards to the public event.
3. Bring site analysis to the public event.
4. Can have the public meeting at City Hall (library is backup option).
5. Best nights to conduct a public meeting are Tues. and Thurs.
6. City to send PRAB committee the public event materials beforehand so they can review prior and invite them to the public event. Don’t need to present to them separate.
7. Design Concepts to establish a project website that will be linked to the city’s website to keep the community updated on progress, collect input and link to citizen survey.
8. Can post a ~5 question survey on the project website, can also bring hard copy surveys to the public meeting. QR codes on cards to disperse around town (restaurants etc.), remind public to fill out survey advertised at the Ute Theater. The citizen survey would be available before the public meeting (via project website) through Hometown Holidays. All input would be collected right after Hometown Holidays.

- 9. Hometown holidays is first Saturday in Dec. (Dec. 3rd for 2022). Design Concepts to provide graphic materials for the city’s booth. City to man the booth. Hard copy surveys can be brought to this event for last opportunity to complete and drop off.
- 10. One survey question to ask is for suggestions on new park name.

Action Items-Birch Neighborhood Park

CITY OF RIFLE:

- 1. Pat to provide a property line map to team to understand the limits of future development and for the surveyor to use as an extent of limits on the site survey.
- 2. Pat to check in their city planning archives for any other mapping files that could be helpful.
- 3. Kendrick to provide a map of their existing sports fields to use as precedence.

DCLA:

- 1. Design Concepts to meet with Dick Rhodes, tour the site and gather his feedback. Plan to meet with him on the same day as first community meeting.
- 2. Design Concepts to coord. site survey with Bookcliff Surveying.
- 3. Design Concepts to begin work on site analysis document as well as preliminary plans and image boards.
- 4. Design Concepts to revise project schedule based on kickoff meeting notes and send to city.
- 5. Design Concepts to provide city with project contract for review and signature.

Prepared by:




Walter Nieuwlandt
Project Designer
waltern@dcla.net
November 30, 2022



Meeting Notes

Birch Property Park

Stakeholder Meeting

Location:	Parks and Recreation Offices Rifle, CO	Date:	November 15, 2022
To:	Austin Rickstrew	Time:	2:30 pm
From:	Design Concepts		
Present:	<u>Name</u> Austin Rickstrew Patrick Waller Kendrick Robinson Dick Rhoades Karen Rhoades Brenda Maes Michael Rhoades Jennifer Rhoades Chris Manera Shanen Weber Aynslee Havenridge Walter Nieuwlandt	<u>Company</u> City of Rifle-Parks and Recreation Director City of Rifle-Planning Director City of Rifle-Recreation Program Manager Rifle, CO Resident-Property Owner Rifle, CO Resident-Property Owner Rifle, CO Resident-Property Owner daughter Rifle, CO Resident-Property Owner son Rifle, CO Resident-Property Owner daughter in law Colorado River Engineering DCLA-Principal In Charge DCLA-Project Manager DCLA-Project Designer	

The purpose of this meeting was to meet with stakeholders and local property owners to present and discuss the preliminary site plan and precedent imagery as a team. Comments, questions, and concerns were all discussed.

General Comments

- 1. It was suggested to consider a split rail fence around the property, a sign that states “private property”, and vegetative barriers such as berms, to screen (visuals and noise) the NE property directly adjacent to Birch Property Park.
- 2. The group discussed how many pickleball courts are needed, as the plan currently is showing 4 courts. DC will consider 2 or 3 courts.
- 3. The group agreed with the current field sizes shown on the preliminary plans.
- 4. A comment was made to increase the amount of open space if possible. The group agreed with non-irrigated native seed on the outer perimeter/designated open space areas.
- 5. Birch Street is a minor collector road, and it was discussed how far north the road should extend. Underground utilities will extend as well.
- 6. The group discussed the need to relocate and shift the “lookouts” east/inward to create better viewing, assuming there’s a good chance homes will be developed on the perimeter and could potentially impede views.

- 7. The group noted that the southern easement is missing from the plans and DC will add this to the final site plan.
- 8. The irrigation pond will continue to be a shared irrigation system between the City of Rifle and resident owners once the park is installed.
- 9. Park hours will be the same as other parks, open from 6 am to 10 pm.
- 10. Currently many fawn and deer can be seen often on the property, so DC will consider deer-resistant planting in any proposed planting beds.
- 11. The group discussed that the only lights on the property will be for safety in the parking lot. Lights will be full cutoff and fully shielded to prevent any light pollution in the adjacent neighborhood.
- 12. The group agreed they liked the idea of sledding hill. It was discussed that a park in the area is overdue with so many new homes and families moving in.
- 13. The group discussed the need for a phasing plan, which DC confirmed will be a part of the final Master Plan document.
- 14. City of Rifle confirmed that construction would begin in 2024, depending on phasing. They also stated GOCO is very interested in this project and Rifle will be pursuing grants as well.

Action Items

CITY OF RIFLE:

- 1. Facilitate public meeting on 11.15 at 6:30 pm.

DCLA:

- 1. Present preliminary site plan and associated boards at public meeting on 11.15 at 6:30 pm.
- 2. Incorporate all stakeholder comments when revising preliminary site plan and preparing final site plan layout.

Prepared by:

Aynslee Havenridge



Aynslee Havenridge
Project Manager
AynsleeH@dcla.net
November 30, 2022



DESIGN
CONCEPTS
Community + Landscape Architects

Meeting Notes

Birch Property Park

Public Meeting #1

Location:	City Hall, Council Chambers Rifle, CO	Date:	November 15, 2022
To:	Austin Rickstrew	Time:	6:30 pm
From:	Design Concepts		
Present:	<u>Name</u> Austin Rickstrew Patrick Waller Kendrick Robinson Shanen Weber Aynslee Havenridge Walter Nieuwandt City of Rifle Residents	<u>Company</u> City of Rifle-Parks and Recreation Director City of Rifle-Planning Director City of Rifle-Recreation Program Manager DCLA-Principal In Charge DCLA-Project Manager DCLA-Project Designer	

The purpose of this meeting was to present the preliminary site plan, existing conditions, and precedent imagery boards to the public attendees. Comments, questions, and concerns were all discussed.

Public Attendee Comments

- 1. There is currently a deficit in the number of family-oriented bike trails and perhaps the outer perimeter/open space area of the Birch Property Park could include easier bike trails for families to ride. Also consider a wavy walk at the playground for young bike riders.
- 2. Consider moving lookouts further inward to allow for better views, due to potential home development on the perimeter of the park.
- 3. Consider additional lighting besides just parking lot lighting for safety reasons. Lighting should be full cutoff, fully shielded. Consider lighting the trails as well, during specific times. This park is more hidden and lighting the park for safety should be a priority. Consult law enforcement on lighting, as there have been issues in the past with people hiding out in the neighborhood and checking doors for potential break ins.
- 4. Consider a botanic garden at the park, depending on maintenance capabilities.
- 5. DC confirmed that irrigation pond will not be stocked and will be screened and fenced for safety. Consider a deck out to the pond for the public to experience and enjoy the water. Some residents expressed their distaste with fencing.
- 6. A buffer between the parking lot and playground is necessary. Be sure to also consider site lines throughout the playground area.
- 7. Consider shade shelters on actual playground equipment.
- 8. Consider a climbing wall as the community has a large climbing population, in addition to traditional play such as swings.

- 9. Consider a more natural aesthetic for shelters and transparency, rather than the colorful shelters shown in precedent imagery boards. The adjacent neighborhood is very close and the design team should think about what their views out to the park look like.
- 10. If Birch Street is the only street access to the park, traffic will be a concern.
- 11. Avoid holding large recreation games at this park as the site will be too crowded. City of Rifle confirmed there are no plans to do so, and major tournament events will continue to be held elsewhere.
- 12. Perimeter fencing would be ideal here to mark the boundary of the park, such as a split rail fence. Not all the homes on 19th Street have fencing so this will be key.
- 13. Consider basketball courts and/or covered futsal field out here instead of pickleball, as kids in the area are lacking a place to play.
- 14. City of Rifle confirmed they currently have 2 temporary pickleball courts in Rifle. The next closest courts are in Newcastle, CO and they also have a league there.
- 15. City will have the ability to extend water, sewer and electrical to the park and could potentially add plumbed restrooms and water bottle fillers/stations.
- 16. Consider alternative turf options like clover in the fields. Discussed how clover is not as durable for play field in comparison to traditional turf grass.
- 17. Consider marking Birch Street as no parking to decrease traffic, but City of Rifle stated that the road is wide enough for street parking. Traffic and capacity could be monitored to see how congestion may or may not progress over time.
- 18. Consider including educational component like at Centennial Park. Perhaps through views, history, etc.
- 19. DC confirmed there is a civil engineer on the project to help determine the size the irrigation pond needs to be, as well as work through any drainage issues or complications.
- 20. City of Rifle confirmed the play fields will be irrigated with City ditch water and will not be treated.
- 21. City of Rifle confirmed the Parks and Rec department is prepared to maintain the park.
- 22. Comment was made to add trash receptacles, dog bag stations, benches, etc.
- 23. Suggestion to add a larger pollinator garden and to consider bringing on local experts to help with the design.

Action Items

CITY OF RIFLE:

- 1.

DCLA:

- 1. Incorporate and consider all public comments when revising the preliminary site plan and preparing the final site plan.
- 2. Keep Google public survey open through December 4 end of day.

Prepared by:

Aynslee Havenridge



Aynslee Havenridge
Project Manager
AynsleeH@dcla.net
November 30, 2022

SIGN IN

Jennifer Reynolds
 Jessica Chausser
 KAY Koller
 Aaron Cumming
 Brian Dowd
 Shawn Christofor
 David O. Martin
 Matt Harvey
 Anne MacGregor
 Caitlin DeLeon
 Yessenia Ramos
 MON COLE
 JANEUE COOK
 Tyish O'Grady
 Yessenia Garcia-Jimenez
 Carlos Rojas
 Shirley Starr
 Nelson Pinares
 Chris Manery
 Bill & Dawn Jeffress
 LARRY ANDERSON
 CHRISTIE ANDERSON
 Keshy Ross
 Kim Potter
 Mary Huppine
 Saki W. Gable
 Matthew Stern
~~Kris~~ Kris Coombs
 Dick & Karen Rhoades
 Michael W Rhoades
 Matt Giesbrod



Meeting Notes

Team Review Meeting

Company
City of Rifle-Parks and Recreation Director
City of Rifle-Planning Director
City of Rifle-Recreation Program Manager
DCLA-Principal In Charge
DCLA-Project Manager
DCLA-Project Designer

The purpose of this meeting was to meet with the City of Rifle team to present and discuss the final site plan as a team. Comments, questions, and concerns were all discussed.

General Comments

1. Team would prefer a standard court surfacing for the futsal court over synthetic turf.
2. Team confirmed there should be no grills in the park.
3. Team would like players to be able to move from court to court in the pickleball courts. Confirmed there are proposed benches and short lengths of fence for division amongst courts, but not full separation.
4. Team envisions the bike trails being for younger children and strider type bikes.
5. Do not need to include dog waste stations (City will provide these) or grills (omit from the site plan) in the cost estimate.
6. Team would like to eliminate the play mounds from the site plan/cost estimate due to maintenance and cost concerns.

Action Items

CITY OF RIFLE:

1. Confirm date, time and location of second public meeting in February.

DCLA:

1. Finalize the site plan, create preliminary graphics, finalize cost estimate and preliminary master plan document.
2. Prepare deliverables for second public meeting in February.

Prepared by:

Aynslee Havenridge



Aynslee Havenridge
Project Manager
AynsleeH@dcla.net
January 18, 2023

DESIGN
CONCEPTS



DESIGN
CONCEPTS
Community + Landscape Architects

Meeting Notes

Birch Property Park

Team Review Meeting

Location:	Virtual	Date:	February 7, 2023
To:	Austin Rickstrew	Time:	2:30 – 3:30 pm
From:	Design Concepts		
Present:	<u>Name</u>		<u>Company</u>
	Austin Rickstrew		City of Rifle-Parks and Recreation Director
	Patrick Waller		City of Rifle-Planning Director
	Kendrick Robinson		City of Rifle-Recreation Program Manager
	Shanen Weber		DCLA-Principal In Charge
	Aynslee Havenridge		DCLA-Project Manager
	Walter Nieuwandt		DCLA-Project Designer

The purpose of this meeting was to meet with the City of Rifle team to review and discuss the preliminary Master Plan document comments and redlines, phasing plan and upcoming second public meeting. Comments, questions, and concerns were all discussed.

General Comments

1. The Team reviewed all the City of Rifle’s redlines and comments on the first draft of the preliminary Master Plan Document. Comments were straightforward and will be addressed for the Final Master Plan Document deadline.
2. Rifle confirmed the second public meeting would take place in the Council Chambers at 6:00 pm on Thursday, February 16.
3. The Team revised the schedule. The PRAB Workshop and Council Board Meeting will take plan on Wednesday, April 19 at 6:00 pm and 7:00 pm respectively.
4. Rifle has already submitted for a GOCO grant for Birch Park construction. The award would be \$1M. They are also planning on submitting two other grants that would total \$3M if awarded all. The City of Rifle is prepared to budget \$500K additionally to meet the total cost estimate numbers.
5. Phase 1 to include: parking lot and lights, utilities, playground, plaza and shelters, port-a-lets and enclosure and irrigation pond improvements.
6. Phase 2 to include: multi-use fields, pickleball courts, pickleball plaza with shelter and perimeter trail.
7. Phase 3 to include: futsal court, “Lookout” shelters and play equipment, “Summit”, sledding hill, softscape bike trails and connecting trails to Raynard Ditch Trail.
8. DC will include a board (or two) representing survey and public meeting responses and comments at the next public meeting. Will also bring the two perspective renderings and the final site plan board.
9. The Team also revised the schedule for Rose Hill Cemetery and Rifle Mountain Park. The PRAB Workshop and Council Board Meeting will take plan on Wednesday, May 17 at 6:00 pm and 7:00 pm respectively.

Action Items

- CITY OF RIFLE:
- 1. Confirm date and time for PRAB workshops and Council meetings.

- DCLA:
- 1. Prepare deliverables for second public meeting in February.
 - 2. Address all redlines and comments for the final Master Plan Document.

Prepared by:




Aynslee Havenridge
Project Manager
AynsleeH@dcla.net
February 20, 2023



Meeting Notes

Birch Property Park
Public Meeting #2

Location:	City Hall, Council Chambers Rifle, CO	Date:	February 16, 2023
To:	Austin Rickstrew	Time:	6:00 pm
From:	Design Concepts		
Present:	<u>Name</u> Austin Rickstrew Patrick Waller Shanen Weber Aynslee Havenridge City of Rifle Residents	<u>Company</u> City of Rifle-Parks and Recreation Director City of Rifle-Planning Director DCLA-Principal In Charge DCLA-Project Manager	

The purpose of this meeting was to present the final site plan, survey summary, first public meeting summary and perspective renderings to the public attendees. Comments, questions, and concerns were all discussed.

General Comments

- 1. Comment was made to think about the socio-economic impacts of the park, such as where overflow parking would be in the event that this is needed. Additional discussions will be held to properly address this concern when the project moves from the master planning to the design and construction drawing phase.
- 2. Comment was made to consider the fact that the “Lookout” views may be impacted if future development to the west includes second story housing. This concern was discussed and the “Lookout” locations were relocated further east to address this.
- 3. Austin confirmed that the park will be for leisure, sports will not be programmed on site and the fields will not be striped. The City of Rifle is basing parking off this being a neighborhood park with lots of residents biking and walking over to the park to use its amenities.
- 4. Comment was made that at a local bike park, adjacent to the police department, there are issues with security and therefore there is concern there may be the same security issues at Birch. When the park project is in the design and construction phase, attention will be paid to security lighting and further discussion can occur about what will be appropriate.
- 5. Comment was made that only part of the future trail connection to the Raynard Ditch Trail on the site plan exists now. Design Concepts adjusted the labels accordingly. Austin confirmed that the City will work with the private land owner to secure the remaining part of the easement needed to connect any future trails.
- 6. Comments were made about what the next steps of the project are. Austin and DC confirmed that the next critical step is to secure grant funding. This would be followed by approximately one year of the design and construction document phase, followed by construction of the park.

- 7. Question was asked about where bike parking would be located. Design Concepts added labels for locations on the site plan.
- 8. Comments were made about the potential noise pollution and futsal balls being kicked into the southern neighborhood backyards. Suggestion to consider moving the multi-use fields and futsal to the north, next to the pickleball courts. Design Concepts and the City of Rifle confirmed that the futsal game ball is designed to be smaller and heavier so that it does not travel as far as a standard soccer ball. Additional screening to prevent game balls in backyards was discussed.
- 9. Comments were made about the concern for safety and privacy in the adjacent neighborhoods. Concerned about the parking issue and that if the park becomes overly crowded, park users will be forced to park along the local streets when the parking lot is full. Concerns about park users being able to view neighbors’ backyards and into windows of homes. Concerns about the safety for children in the area once construction is under way.
- 10. Comments were made about the concerns of southern neighborhood homes losing the mountain views once the park is installed.
- 11. Austin confirmed that a park plan is confirmed because it was included in the original improvement plan by the developer back in 2008. He also confirmed that it is the property to the east that is for sale by a private owner, not the Birch Property Park land.
- 12. Austin confirmed the park hours will be the same as others in the City, from 6 am – 10 pm. The lights in Birch will be on a timer to reflect these hours.
- 13. Request was made to keep the park aesthetic as natural as possible and to have less programs in the park.
- 14. Comment was made to consider more planting along the southern boundary to enhance privacy for neighbors. Addressed this is a concern regarding keeping views open from the southern boundary neighbors as well. The plan represents a compromise between both requests.
- 15. Question was asked if perimeter fencing will still be included up against homes on the southern boundary who already have a fence installed. Austin and Design Concepts confirmed that there will not be areas of double fencing.
- 16. Question was asked about what in the park will be reservable. Austin and Design Concepts confirmed that the shelters will be rentable, as is the case in other City parks.
- 17. Austin confirmed no large concerts would take place in the park.
- 18. Question was asked if the City would be responsible in the instance that the irrigation pond flooded the adjacent neighborhood. Austin confirmed that if the flooding was determined to have been caused by a failure in the pond then yes, the City would be responsible.
- 19. Austin confirmed that the park will be phased and it will be determined once grant funding is secured. He estimated the park construction could begin within 2-4 years.
- 20. Comments were made about the potential noise pollution created by the pickleball courts. Suggestion was made to include a 3-4’ berm in addition to the evergreen screening north of the pickleball courts. Design Concepts added a label for this on the site plan. Design Concepts also discussed the possible addition of the Acoustifence product that helps significantly reduce the sound pollution created by the sport.
- 21. Comments were made about the concern of drivers speeding in the area, particularly on 16th Street and 19th Street. Suggestion for speed bumps around the park was made. Austin and Design Concepts confirmed that this would be discussed once the park is in the design and construction phase and City experts would be involved in that discussion.
- 22. Austin confirmed that this is the last public meeting for comments to be recorded. Any additional comments can be sent to Austin after today’s meeting.

- 23. Question was asked about the route children would take to get to the sledding hill. Design Concepts outlined the route on the site plan.
- 24. Comment was made that the park is really a special design and that the amenities are great. The sledding hill is much needed, as well as the bike paths and pollinator gardens. It will be important to connect to the existing bike trails around the City.
- 25. Comment was made that a lot of people are excited for the construction of this park.
- 26. Question was asked if the irrigation pond would have a fence. Design Concepts confirmed that yes, the pond will be fenced for safety.

Action Items

CITY OF RIFLE:

- 1. None.

DCLA:

- 1. Address all comments made at the second public meeting and complete the Final Master Plan Document, due March 15.

Prepared by: _____

Aynslee Havenridge



Aynslee Havenridge
Project Manager
AynsleeH@dcla.net
March 15, 2023



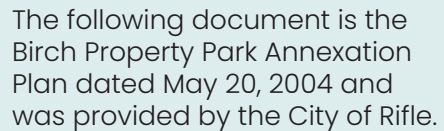
Birch Property Park – Public Meeting #2

Attendance Sheet - Sign In

02/16/2023

	Name	Phone Number	Email
1.	Bruce Tator	970 926 1866	beut@raf.net
2.	Chris Mahan	970-618-8135	chris@coloradomountain.com
3.	Bill & Dawn Jeffress	970-355-5515	bjeffress62@gmail.com
4.	Brenda Mae	970-2309-2306	brea28@hotmail.com
5.	Mary Huffine	970-355-2525	mhuffine9@gmail.com
6.	Brenda Cox	957-254-4536	bcox31965@gmail.com
7.	Cathy Cox	755-817-4082	amycox1976@gmail.com
8.	Jennifer - Mike Rhoades	(970) 456-7132	jrhoades@arkboes.org
9.	Hanna Arauza	512-919-6982	hanna.marie811@gmail.com
10.	Kris Coombs	970 625-3792	kcoombs6@outlook.com
11.	ARON COX	970-309-6377	
12.			
13.			
14.			
15.			
16.			
17.			
18.			









Agenda Item #e.

Agenda Item Name:

Discuss Uinta Basin Train Traffic

Presenter:

Tommy Klein, City Manager

Item Description:

Discuss Uinta Basin Train Traffic

Recommended Action:

N/A

Fiscal Impact:

N/A

Operational Impact:

N/A

Prior Board Motions:

None

Background Information:

Councillor Carpenter would like to discuss the Uinta Basin train traffic that would haul additional waxy crude from Utah through our valley. This item will be covered if time permits.

Executive Summary:

Multiple counties in Utah are encouraging the US Forest Service to permit the construction of a new section of track through US Forest Service property. The railway was approved by the Surface Transportation Board in 2020. If allowed to proceed, the new section of the railroad would connect existing track in Utah to the Uinta basin. There is significant political opposition to the project including Senator Bennet, Eagle County Commissioners, New Castle Town Council, and Glenwood Springs Council. The primary concern of those in opposition is the possibility of a train derailment and subsequent contamination of the Colorado River. The Garfield County Commissioners are not against the additional railroad traffic, but they want rail companies to lower the speed of trains traveling through Garfield County. News reports also indicate that if the railway moves forward, the train traffic will increase the volume of waxy crude through our area by 26 times the current volume.

"According to S&P Global Commodity Insights, in 2021, Uinta Basin producers shipped "about 12,000 barrels per day (b/d) to U.S. Gulf Coast refiners by rail." An oil tanker car carries 642 barrels of waxy crude when full, which means about 18 cars per day are currently traveling through New Castle. But the Federal Surface

Transportation Board's final Environmental Impact Statement shows that, if the UBR is completed, it would carry up to 350,000 b/d out of the Uinta Basin, 90% of which would go through Colorado to Gulf Coast refineries. That's 315,000 b/d, or 26 times the volume on the tracks in 2021."
See <https://www.postindependent.com/news/garfield-county-commissioners-defend-uinta-basin-railway-against-local-opposition/>.

The abbreviation b/d stands for barrels per day. (Wikipedia) A barrel is equivalent to 42 liquid gallons. (Google)

Notification Requirements:

None

Prepared By:

Tommy Klein, City Manager

Attachments:

None



Agenda Item #5.a.

Agenda Item Name:

Declare Vehicles as Surplus for Auction

Presenter:

Brian Prunty, Public Works Director

Item Description:

The list of vehicles attached to this item are all items to be declared surplus to either be disposed of by the City Manager or by the City Council (items purchased for more than \$25,000). The vehicles will be sold through an auction service on May 17th, 2023.

Recommended Action:

Move to approve the sale of property as listed in this agenda item at auction.

Fiscal Impact:

Disposal clears inventory and rids costs i.e. insurance, maintenance, and annual registration associated with vehicles that see little to no use. The auction also provides funds to purchase new and necessary vehicles.

Operational Impact:

Removes the maintenance tasks of older, less reliable vehicles.

Prior Board Motions:

N/A

Background Information:

N/A

Executive Summary:

As the fleet ages, it is necessary to dispose of older vehicles that are less reliable, have higher maintenance costs, and do not provide the safety improvements of new fleet vehicles. Declaring these vehicles as surplus allows for their disposal and with their sale provides fleet purchase funds for replacements.

Notification Requirements:

N/A

Prepared By:

Brian Prunty, Public Works Director

Attachments:

1. 2023 City of Rifle Fleet Spring Auction

2023 City of Rifle Fleet Spring Auction

Vehicle ID	Make & Model	Mileage	Department	Last 6 of VIN	Title
4V18	2014 Ford Interceptor SUV	105,405	Police	C37959	
4V17	2008 Ford Explorer	91,032	Police	B03536	
4V12	2013 Ford Interceptor SUV	107,470	Police	A09072	
4V25	2011 Chevrolet Tahoe	95,725	Police	378004	
599	2006 Ford F-150	49,084	Cemetary	B62599	
0016	2006 Ford Explorer	185,292	Fleet	B40189	
1705	2012 Cherolet G3500 LS	184,736	O&M Streets	183961	
0793	1993 Ford Ranger	76,920	O&M Streets	D48183	
0704	1999 VIB 253 Roller	N/A	O&M Streets	302703	
565	2008 Ford Explorer	126,383	O&M Streets	B03535	
585	2002 -FTL - DUMP TRUCK	38,279	O&M Streets	K03313	
1014	2008 Ford F-150	83,714	O&M Streets	B81341	
1005	2009 Ford F-150	87,091	O&M Construction	B23330	
878	1999 Ford F-350	115,811	Public Works	A72100	
0343	2005 Ford Ranger	90,472	Fleet (Water)	A21262	
0875	1998 Ford Ranger	158,162	Water	A57062	
792	2005 Ford F-150	139,011	Parks	D20075	
0802	2005 Toro Riding Mower	N/A	Parks	000802	Bill of Sale
1600	2003 John Deere 1600	10,570 hrs	Parks	10287	Bill of Sale
346	2005 Ford Explorer	118,910	I.T	B51089	With Big Iron
(20)					



Agenda Item #5.b.

Agenda Item Name:

Consider Minutes of the April 5, 2023, Regular Meeting

Presenter:

Misty Williams, City Clerk

Item Description:

Consider Minutes of the April 5, 2023, Regular Meeting

Recommended Action:

Move to approve the minutes of the April 5, 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 April 5, 2023, Regular Meeting

Notification Requirements:

N/A

Prepared By:

Alexis Ramirez, Deputy City Clerk

Attachments:

1. 04.05.2023 DRAFT Minutes



RIFLE CITY COUNCIL

REGULAR MEETING

April 05, 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 Pro Tem Brian Condie.

Present at Roll Call:

Mayor Pro Tem Brian Condie, Councilor Clint Hostettler, Councilor Chris Bornholdt, Councilor Alicia Gresley and Councilor Sean Strode.

Councilor Clint Hostettler moved to excuse Mayor Ed Green and Councilor Joe Carpenter; seconded by Councilor Chris Bornholdt.

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

Others Present:

City Manager Tommy Klein, City Clerk Misty Williams, City Attorney Jim Neu, Rifle Community Television (RCTV) Salvador Tovar-Guzman, Planning Director Patrick Waller, Parks and Recreation Director Austin Rickstrew, System Administrator Brenda Maes, Lieutenant Mike Kuper, Detective Jose Valadez, Corporal Diego Pina CSO, Alan Lambert, CSO Dawn Neely, Patrol Officer Haley Walker, Patrol Officer Kalob Foreman, Evidence Technician Lyndsey Bogden, and Police Officer Kallie McCain.

PUBLIC COMMENT

No public comment was heard.

CONSENT AGENDA – CONSIDER APPROVING THE FOLLOWING ITEMS:

- A. Consider Minutes of the March 15, 2023, Regular Meeting
- B. Consider Modification of Premises for Kum & Go LC dba Kum & Go #921
- C. Consider Modification of Premises for Kum & Go LC dba Kum & Go #922
- D. Consider Modification of Premises for Kum & Go LC dba Kum & Go #4923
- E. Consider Liquor License Renewal for Brenden Theatre Corporation dba Brenden Rifle 7 Theatres
- F. Consider Liquor Store License Transfer of Ownership for Zunu Investments, LLC dba Black Bear Liquors
- G. Consider Approval of Annual Wastewater Polymer Purchase
- H. Consider Approval of Pall Annual Maintenance Agreement
- I. Consider 2023 Intergovernmental Agreement for Mosquito Control with Garfield County
- J. Consider Ordinance No. 6, Series of 2023 - Tractor Supply Access to Airport Road - 2nd Reading

Councilor Sean Strode moved to approve Consent Agenda Items A, B, C, D, E, F, G, H, I and J;

Rifle City Council Meeting April 5, 2023

seconded by Councilor Clint Hostettler.

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

PRESENTATION

Swearing In for Rifle Police Officer Kallie McCain

Lieutenant Mike Kuper introduced and provided a brief summary of accomplishments achieved by new police officer Kallie McCain.

City Clerk Misty Williams administered Oath of Office to new police officer Kallie McCain.

Corporal Diego Pina pinned Kallie McCain's badge.

REGULAR AGENDA

Consider Buy-Back of Cemetery Space

Parks and Recreation Director Austin Rickstrew presented the request to consider the purchase of two cemetery spaces at the Rose Hill Cemetery. Owner Mr. Jerry Hill would like to convey two spaces back to the City of Rifle for the amount originally paid of \$500.00. Mr. James Hill purchased the two spaces in 1989 and conveyed both spaces to Jerry Hill on May 3, 2019. Jerry Hill lives in Grand Junction, Colorado and will now be laid to rest there. The City of Rifle code allows the city to purchase back grace spaces at the original purchase prices. Staff recommends buy-back of the two spaces to increase the availability of graves spaces in Rose Hill Cemetery.

Councilor Clint Hostettler moved to approve the buy-back of two cemetery space at the Rose Hill Cemetery for a total amount of \$500.00; seconded by Councilor Sean Strode.

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

Consider Ordinance No. 7, Series of 2023 – Rose Hill Cemetery Fees – 1st Reading

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING APPENDIX A TO THE RIFLE MUNICIPAL CODE REGARDING ROSE HILL CEMETERY FEES

Parks and Recreation Director Austin Rickstrew presented Ordinance No. 7, Series of 2023 – Rose Hill Cemetery Fees. Austin explained how recently there has been an increasing demand for full burials and grave spaces. Staff noticed an increase in demand from 81650 residents as well as 81650 non-residents. With the increase demand there was a need to review cemetery fees. The cemetery fee schedule has now been in discussion for the past year and per council review some adjustments have been made. Fees have not been increased for a very long time and in comparison to other nearby cemeteries, City of Rifle is still below the rising demand. Some of the adjustments that will be made include changing the name of the established area known as Fairyland to Child/Infant Burial Area and the new fee structure will also have pricing for 81650 residents and non-81650 residents. Staff recommends adjusting all fees for increasing demand and operational expenses.

Councilor Clint Hostettler moved to approve Ordinance No. 7, Series of 2023 – Rose Hill Cemetery Fees on its first reading and order it to be published in full as required by Charter; seconded by Councilor Chris Bornholdt.

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

Rifle City Council Meeting April 5, 2023

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 Strobe, Councilor Alicia Gresley and Mayor Pro Tem Brian Condie.

Adjournment

Meeting adjourned at 7:18 p.m.

Misty Williams
City Clerk

Brian Condie
Mayor Pro Tem



Agenda Item #5.c.

Agenda Item Name:

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

Presenter:

Misty Williams, City Clerk

Item Description:

Hotel & Restaurant Liquor License Renewal for Ruedi Creek Enterprises, Inc dba Sammy's

Recommended Action:

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

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

None

Background Information:

Ruedi Creek Enterprises, Inc dba Sammy's located at 412 Park Avenue, Rifle, CO has submitted a Hotel & Restaurant Liquor License Renewal Application.

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

Executive Summary:

None

Notification Requirements:

None

Prepared By:

Alexis Ramirez, Deputy City Clerk

Attachments:

1. REDACTED Sammy's Liquor License Renewal

Submit to Local Licensing Authority

SAMMY'S
15154 FRYING PAN ROAD
Basalt CO 81621

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 RUEDI CREEK ENTERPRISES INC		Doing Business As Name (DBA) SAMMY'S	
Liquor License # 03-02866	License Type Hotel & Restaurant (city)		
Sales Tax License Number 01541855	Expiration Date 05/26/2023	Due Date 04/11/2023	
Business Address 412 PARK AVE Rifle CO 81650			Phone Number 9704041819
Mailing Address		Email	
Operating Manager		Home Address	
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			

Tax Check Authorization, Waiver, and Request to Release Information

I, _____ am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of _____ (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)			
Don Andre / Sammy's Steakhouse			
Address			
5112 PARK AV			
City		State	Zip
Teller		CO	81050
Home Phone Number		Business/Work Phone Number	
970 404 1819		970 665 9398	
Printed name of person signing on behalf of the Applicant/Licensee			
Don Andre			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)			Date signed
			3-13-23

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).

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

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



Agenda Item #5.d.

Agenda Item Name:

Consider Ordinance No. 7, Series of 2023 - Rose Hill Cemetery Fees - 2nd Reading

Presenter:

Austin Rickstrew, Parks & Recreation Director

Item Description:

Cemetery fees should be adjusted periodically. The staff has reviewed the fees of area cemeteries and recommends increasing cemetery fees.

Recommended Action:

Move to approve Ordinance No. 7, Series of 2023, on the second reading.

Fiscal Impact:

Increasing cemetery fees will help offset operational expenses.

Operational Impact:

By updating fees, staff will have more of a breakout of fees to collect since we seek higher fees for out-of-area clients.

Prior Board Motions:

N/A

Background Information:

For several years, the trend at Rose Hill Cemetery has been toward cremated burials on family plots. Recently there has been an increasing demand for full burials and grave spaces. The staff noticed an increase in demand from non-residents. Adjusting all fees and increasing charges for non-81650 patrons will increase revenue. Staff is also working on reconfiguring space to allow for more burial spaces and planning a site for more columbariums. The current Columbarium has 120 niches; we believe space exists for perhaps a dozen or more Columbaria (1440 niches or more). Columbariums, or columbaria, are planned to occupy space where soil conditions do not support burial sites. Also, we are taking action to make available approximately 449 full burial spaces and 176 smaller ones in the Child/Infant Burial Area. Were it not for the years that cremations were prevalent, cemetery capacity would have already been reached.

Executive Summary:

The staff recommends approving the new fee structure for 81650 and Non-81650 pricing.

Notification Requirements:

None

Prepared By:

Austin Rickstrew, Parks & Recreation Director

Attachments:

1. Ordinance No. 7-Cemetery Fees

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 7
SERIES OF 2023**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING
APPENDIX A TO THE RIFLE MUNICIPAL CODE REGARDING ROSE HILL
CEMETERY FEES.

WHEREAS, the City of Rifle owns and operates the Rose Hill Cemetery pursuant to the Cemetery Regulations set forth in Article VII of Chapter 11 of the Rifle Municipal Code (the "Code"); and

WHEREAS, the City has not amended the fees charged for Rose Hill Cemetery for many years and the rising costs of its operation create a burden on the City's budget while limited available space creates a scarce resource; and

WHEREAS, the City Council finds and determines that it is in the best interests of the citizens of Rifle to amend the Section 11-7-40 and the associated fees at Appendix A of the Code.

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

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

Section 2. Section 11-7-30 of the Rifle Municipal Code is hereby amended as follows, with underlined text added and ~~strike through~~ language deleted:

Sec. 11-7-30. - ~~Fairyland~~ Child/Infant Burial Area established.

There is hereby established an area to be known as "~~Fairyland~~," "Child/Infant Burial Area," which shall consist of Block 48 and the south one-half of Block 47. The grave spaces in this area shall be sufficient size to accommodate a crypt up to, but not larger than, four (4) feet four (4) inches by one (1) foot eight and one-half (8½) inches. Only infants may be buried in "~~Fairyland~~ Child/Infant Burial Area."

Section 3. Section 11-7-40 of the Rifle Municipal Code is hereby amended as follows, with underlined text added and ~~strike through~~ language deleted:

Sec. 11-7-40. - Purchase of burial space use rights.

~~Other than burial in the charity area as provided in this Section 11-7-40, b~~Burial of bodies at Rose Hill Cemetery shall be conditioned on the purchase of exclusive rights to use a particular lot or burial space, mausoleum, or columbarium niche within the cemetery for this purpose. The City shall sell exclusive rights to use burial spaces and the rights to use a mausoleum or columbarium niche at such price or prices as directed by the City Council and as set forth in Appendix A to this Code.

(b) In addition to the purchase price of the rights to use a lot or burial space, mausoleum,

or columbarium niche within the cemetery, the City Treasurer shall assess and collect a perpetual care fund assessment at such amount directed by the City Council and set forth in Appendix A to this Code.

~~(c) Those persons who are unable to pay for the use rights to a lot or burial space, mausoleum, or columbarium niche may be placed in the charity area, which is designated as Block 4 of the Rose Hill Cemetery.~~

~~(d)~~ The charge for opening and closing a grave, mausoleum crypt or columbarium niche shall be as set forth in Appendix A to this Code, with an additional service charge for burials which are held on Saturdays, Sundays, holidays, Mondays or the day after a legal holiday before 1:00 p.m.

~~(e)~~ The surcharge for weekend burials shall apply for each grave opened for funerals which are held on Saturdays, Sundays, holidays, Mondays or the day after a legal holiday before 1:00 p.m., or at any time when City employees are required to perform work on an overtime basis. Weekend burials will not be performed unless a burial permit is issued by the City Clerk before 1:00 p.m. the preceding Friday.

Section 4. The Code is hereby amended with the enactment of a new Subsection 11-7-40(f) to read as follows:

(f) Eligibility for 81650 pricing shall require proof of residency in the 81650 zip code; provided, however, immediate family members (child, stepchild, parent, stepparent, spouse, grandparent) of 81650 residents shall also be eligible for 81650 pricing with proof of relationship.

Section 3. The following fees referenced in the Code at Appendix A, for RMC Section 11-7-40, are hereby repealed and reenacted to read as follows:

Chapter 11			
11-7-40	Rose Hill Cemetery Fees		
		81650	Non-81560
	Grave spaces		
	Adult:	\$800.00	\$1,600.00
	Infant:	\$400.00	\$800.00
	Mausoleum (2-space crypt)	\$1,500.00	\$3,000.00
	Columbarium:		
	Level 1-2		
	1 Niche	\$800.00	\$2,300.00
	2 Niches	\$1,600.00	\$3,100.00
	Level 3-5		
	1 Niche	\$1,000.00	\$2,500.00
	2 Niches	\$2,000.00	\$3,500.00
	Perpetual care		
	Per Lot	\$800.00	\$1,600.00
	Per Crypt	\$800.00	\$1,600.00
	Per Niche	\$450.00	\$900.00
	Infant/Child Burial Space	\$800.00	\$1,600.00

Grave opening/closing			
	Casket	\$600.00	\$1,200.00
	Infant:	\$400.00	\$800.00
	Cremains – Columbarium, Niche, or Space	\$400.00	\$800.00
	Disinterment of grave	\$3,000.00	\$3,000.00
	Reinterment of grave	\$3,000.00	\$3,000.00
	Disinterment of cremains	\$1,000.00	\$1,000.00
	Reinterment of cremains	\$1,000.00	\$1,000.00
Additional Service Charges			
	Burials held on Saturdays, Sundays, Mondays, Holidays or the day after a legal holidays before 1:00 p.m.	\$1,000.00	\$2,000.00
	Title Change Fee	50.00	50.00

Section 5. Section 11-7-60(1) of the Rifle Municipal Code is hereby amended as follows, with underlined text added and ~~strike through~~ language deleted and a new Section 11-7-60(12) of the Rifle Municipal Code is hereby enacted:

Sec. 11-7-60. - Conditions on rights and use.

The rights acquired by any person in and to any lot or burial space in Rose Hill Cemetery shall be subject to the following conditions:

(1) No grave on any lot shall be opened except with the permission of and under the direction of the Sexton following five days' of the City's receipt of all required documents and after all fees have been paid in full. ~~On failure to pay for a grave section or lot, the body may be exhumed and placed in the charity area designated as Block 4.~~

(12) The size of a monument or marker base shall not exceed 2' by 4' with a 3" border.

INTRODUCED, on April 5, 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 April 19, 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 #5.e.

Agenda Item Name:

Consider Parking Garage Camera Purchase

Presenter:

Kelly Thompson, IT Director

Item Description:

Consider Parking Garage Camera System

Recommended Action:

I move to approve the purchase of additional cameras to cover the Parking Garage, amount not to exceed \$64,000.

Fiscal Impact:

This purchase is included in the 2023 budget.

Operational Impact:

none

Prior Board Motions:

none

Background Information:

In 2020, the City of Rifle researched multiple camera solutions and chose Verkada at that time. This project will add cameras to the existing solution.

Executive Summary:

Cameras help to deter crime and provide evidence whenever a crime is committed. The Police Department has requested cameras in the parking structure and this was included in the 2023 budget. This project will provide cameras within the structure as well as covering the parking lot just outside City Hall and the Library.

Notification Requirements:

None

Prepared By:

Kelly Thompson, IT Director

Attachments:

1. Current Solutions PURCHASE REQUEST Parking Garage Cameras



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	Current Solutions	

2.	Vendor Address
	3184 Mesa Ave.; Grand Junction, CO 81504

3.	For the Purchase of (description)
	Parking Garage Cameras

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$64,000	\$64,000	

5.	Dept. Name	General Ledger Acct #
	IT	620-4901-400-741

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

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

8.	Authorization Required
☒	City Manager
☒	City Council

9.	Signatures		
	Position	Signature	Date
	Department Director		4/14/23
	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



Memorandum

To: Honorable Mayor Green; City Council; Tommy Klein, City Manager

From: Kelly Thompson, IT Director

Date: 4/14/2023

Re: Sole Source Rationale for Parking Garage Camera System

For the attached Purchase Request, I am requesting utilizing the sole source purchasing process as Verkada and Current Solutions were chosen in 2020 as our camera solution City-wide. This project will add the Parking Garage and City Hall/Library parking lot to our monitoring footprint. We have had multiple incidents in the garage and the Police Department has requested cameras in and around this structure to help deter crime and aid in detective work whenever necessary.

This is a budgeted project for 2023. The quote shows a cost of \$61,557.72 and I am requesting purchase authority not to exceed \$64,000.00 to cover any contingencies.

Let me know if you have any questions.

Regards,

A handwritten signature in black ink, appearing to read "Kelly Th", followed by a long horizontal flourish line.

Kelly Thompson



3184 Mesa Avenue Grand Junction, CO 81504

January 27, 2023

Rifle City Government
202 Railroad Ave.
Rifle, CO 81650

Reference: CCTV

Rifle City Hall Parking Garage (Cameras) Revision #2 (Option #2)

Scope Of Work:

Current Solutions proposes to furnish and install the following. (3/4" & 1") EMT conduit will be installed to provide a nice clean pathway for the new Cat6 OSP camera cabling. (1) 24" x 24" x 12" NEMA lockable cabinet mounted under the North/East stairwell. CS will have an electrician install (1) quad 120v AC outlet. (1) Cat6 OSP cable pulled to (7) cameras and (2) wireless bridges. RJ45 male plugs will be installed on both ends. City of Rifle IT is responsible to provide the network bridge and CS will install the bridge on both sides. (4) Verkada CH52-1TBE-HW outdoor Multi-sensor cameras with 1TB, 30-days of storage and (4) LIC-CH52-10Y 10-year camera licenses. (4) Verkada CF81-30E-HW outdoor fisheye cameras with 30-days of storage and (4) LIC-10Y 10-year camera licenses. (1) 2' piece of DIN Rail mounted inside the cabinet for network switch. All new Cat6 cabling will be installed, terminated, labeled and tested per the TIA/EIA standards. CS will work with City IT staff to adjust cameras as required.

Proposal Price: \$61,557.72

Materials: \$43,408.49

Labor: \$17,318.51

Travel: \$830.72

Tax Exempt

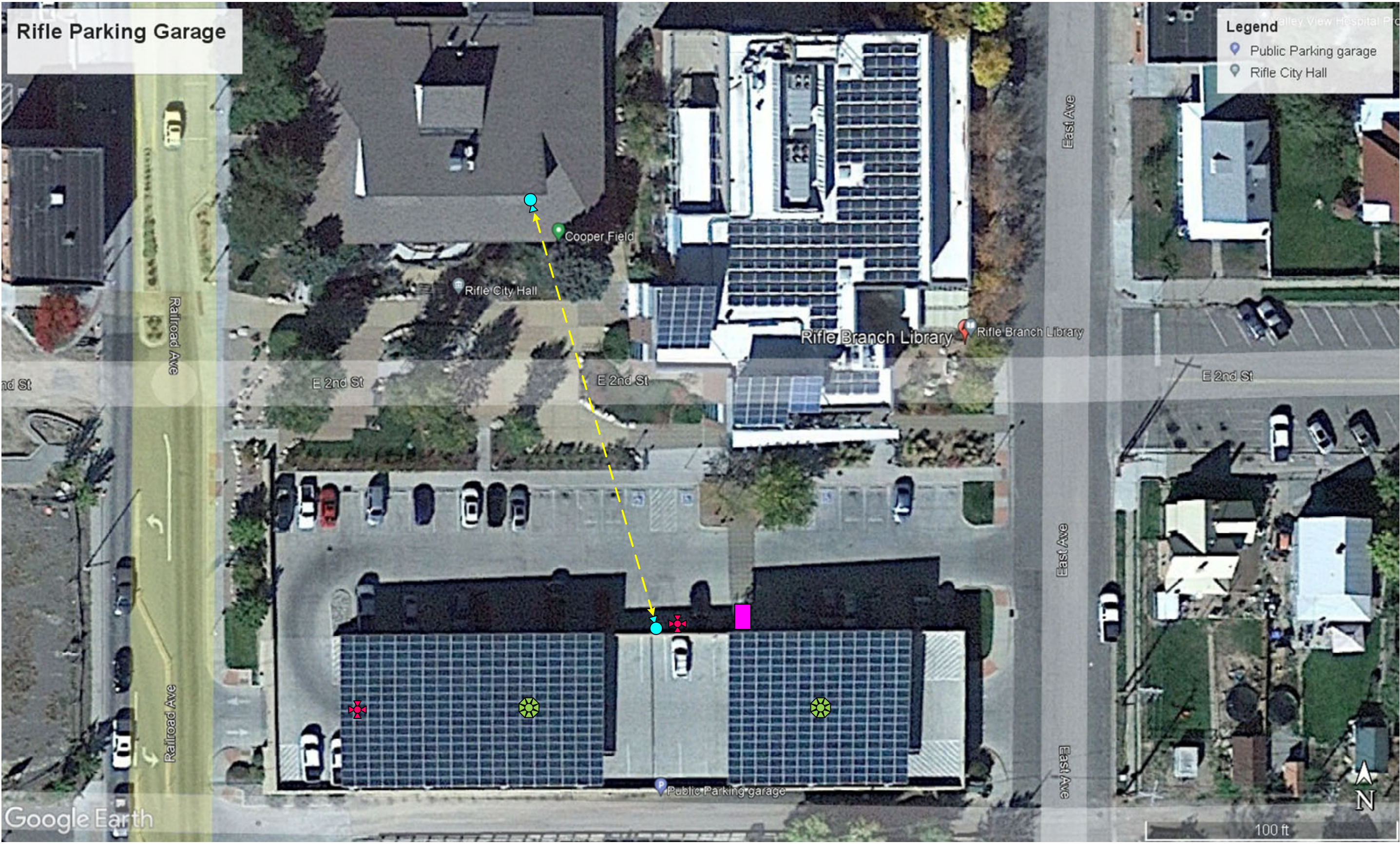
Proposal expires in (30) days.

If you have any questions or need additional information please contact me.

Respectfully,

A handwritten signature in blue ink that reads 'Brett D. Albright'.

Brett Albright
Operations Manager



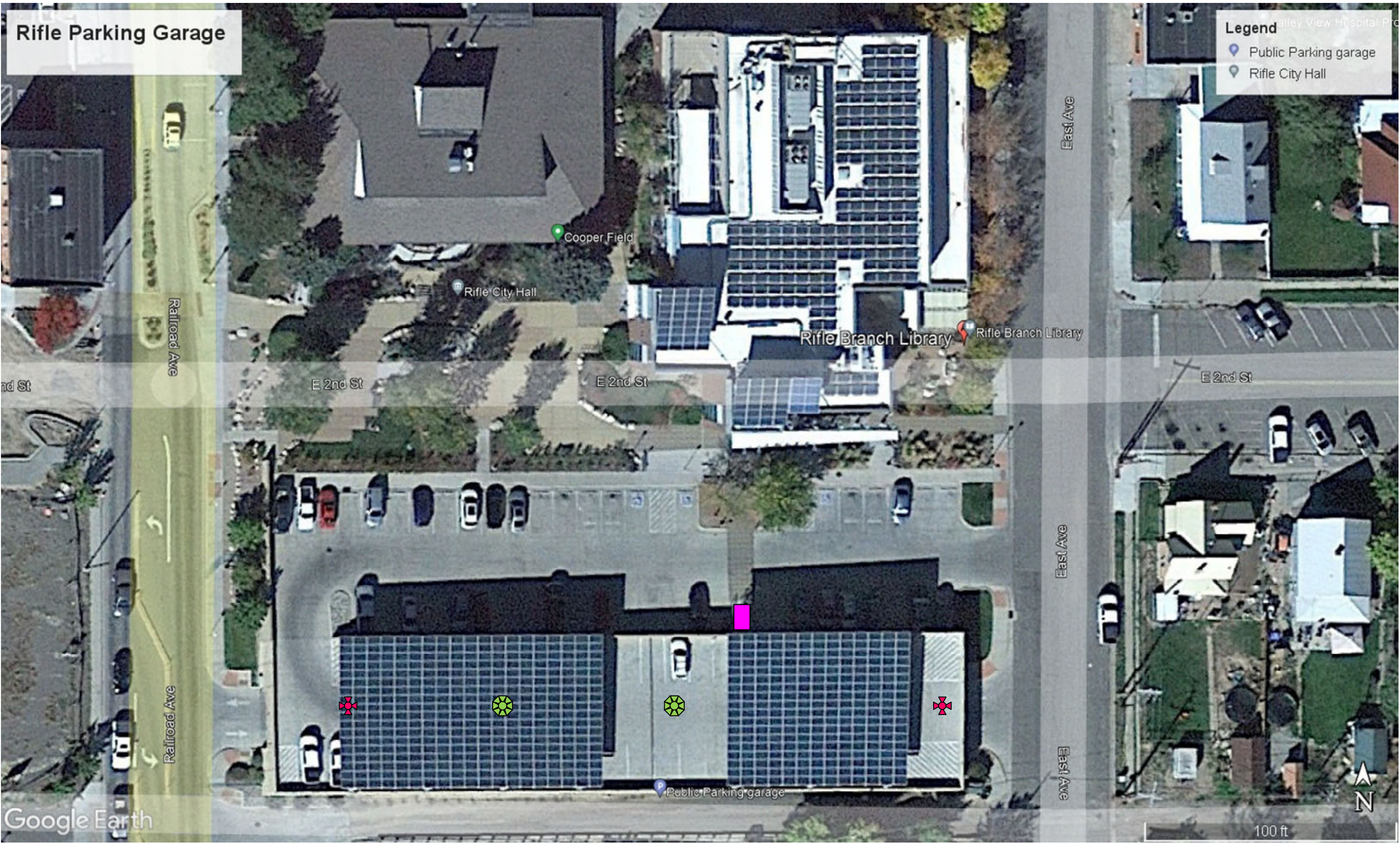
Option #2

Approved - ○○○○○○
Pending Approval - ●○○○○○

Rifle Parking Garage (Upper Level)



1.	5.	 3184 Mesa Avenue Grand Junction, CO 81504 PHONE: (970) 256-1175	Name _____	Drawing: _____
2.	6.			Date: _____
3.	7.			Page #: _____
4.	8.			Page 89 of 296



Rifle Parking Garage

Valley View Hospital Pro

Legend

- Public Parking garage
- Rifle City Hall

Approved - ○○○○○○
Pending Approval - ●●●●●●

Rifle Parking Garage (Lower Level)



1.	5.	 3184 Mesa Avenue Grand Junction, CO 81504 PHONE: (970) 256-1175	Name	Drawing: _____
2.	6.			Date: _____
3.	7.			Page #: _____
4.	8.			Page 90 of 296

Cabling Legend

- Demarc Location
- Data Outlet. #-Cat6 Cables
- Analog Phone Line. #-Cat6 Cables
- Audio Video Outlet. #-Cat6 Cables
- Wireless Access Point. 2-Cat6 Cable
- Camera. 1-Cat6 Cable
- Projector. 1-Cat6 Cable
- TV Location. 1-RG6 Coax
- Combo TV/Data. 1-RG6 Coax & #-Cat6 Cables
- Cord Reel. #-Cat6 Cables
- Floor Box
- Ceiling Location
- Location #

Access Control Legend

- Access Control Enclosure (ACP)
- Card Reader/DPS/Lock. 1-22/6 OAS, 1-22/4, 1-16/2
- Schlage AD-300 Integrated Lock. 1-18/4 1 Pair Shielded
- Schlage NDE Wireless Integrated Lock
- Schlage Gateway. 1-16/2, 1-20/2 OAS
- Time Schedule Electrified Hardware. 1-16/2, 1-22/4
- Lockdown Reader. 1-22/6 OAS
- Door Position Switch. 1-22/4
- Magnetic Door Holder. 1-16/2
- Door Release Pushbutton. 1-22/4
- ADA Operator. 1-22/6 OAS
- Handicap Push Button. 1-22/4 To ADA Operator
- Video Intercom Push Button. 1-16/2
- Video Intercom Monitor & Door Release. 2-16/2, 1-22/6 OAS

Security Legend

- Security System Enclosure
- Security Keypad. 1-22/4
- Duress Keypad. 1-22/4
- Duress Button. 1-22/4
- Motion Detector. 1-22/4
- Glass Break Detector. 1-22/4
- Security Siren. 1-16/2
- Door contact. 1-22/4
- Wireless Door contact. 1-22/4
- Location #

CCTV

- Verkada CB51-E Bullet Camera. 1-Cat6 Cable
- Verkada CF81-E Fisheye Camera. 1-Cat6 Cable
- Verkada CH52-E Multisensor Camera. 1-Cat6 Cable
- Point to Point Network Bridge. 1-Cat6 Cable

Approved -
 Pending Approval -

Legend





Agenda Item #7.a.

Agenda Item Name:

Receive Presentation of Birch Property Park Master Plan

Presenter:

Austin Rickstrew, Parks & Recreation Director

Item Description:

Receive a presentation from Shanen Weber of Design Concepts on the master plan documents for Birch Property Park.

Recommended Action:

Informational Only.

Fiscal Impact:

Design Concepts has created a three-phased approach for the build-out of the park.

Phase 1: \$1,898,013

Parking lot and parking lot lights

Utilities in road

Playground

Plaza and shelters with lighting

Port-a-lets and enclosure

Irrigation pond improvements

Extension of Birch Street

Park entry feature

Phase 2: 665,690

Multi-use fields

Pickleball courts

Pickleball plaza with shelter

Perimeter trail and trail lighting

Vegetative Screening

Phase 3: 668,194

Futsal Court

"Lookout" shelters and play equipment

The "Summit"

Soft scape bike trails

Pollinator Garden

Connection trails to Raynard Ditch Trail.
Vegetative screening

Operational Impact:

Staff will look to budget for construction documents to get us "shovel" ready and continue to seek grant funding.

Prior Board Motions:

N/A

Background Information:

Staff engaged Design Concepts at the end of 2022 to complete a master plan and visioning process for the Birch Property. We held two public meetings to receive community members' input and conducted a survey. Many of the park's features and design come directly from survey responses and what we have from the public.

Executive Summary:

N/A

Notification Requirements:

N/A

Prepared By:

Austin Rickstrew, Parks & Recreation Director

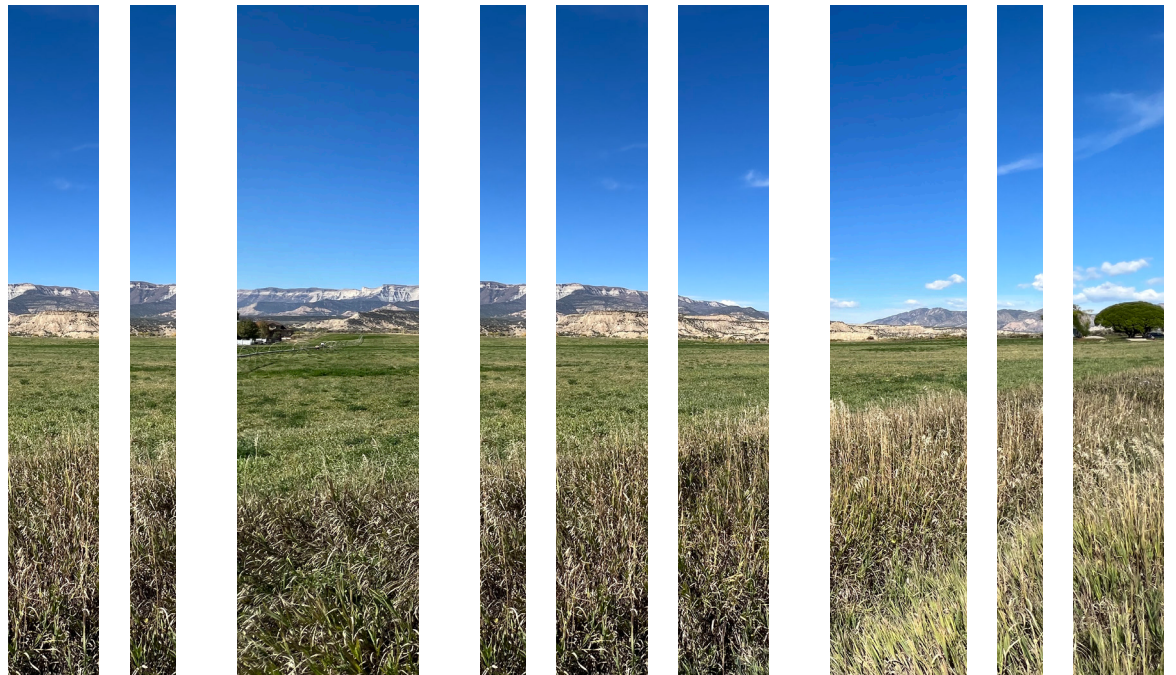
Attachments:

1. 2023-04-19-Birch_Property_Park-Final_Master_Plan



20
23

THE CITY OF RIFLE, COLORADO
BIRCH PROPERTY PARK
MASTER PLAN DOCUMENT



PROJECT

ACKNOWLEDGMENTS

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Parks & Recreation Advisory Board

Sara Brainard, Board Member
Trudy Lowery, Board Member
Kevin Kelley, Board Member
Aaron Cumming, Board Member
Annie MacGregor, Board Member
Brian Dow, Board Member
Kevin Blatter, Board Member

Stakeholders

Dick Rhoades, Former Property Owner & Resident
Karen Rhoades, Former Property Owner & Resident
Brenda Maes, Former Property Owner & Resident
Michael Rhoades, Former Property Owner & Resident
Jennifer Rhoades, Former Property Owner & Resident
Chris Manera, Colorado River Engineering
*In addition to all public meeting attendees.



Thank you to the Rifle community and its leadership for sharing the vision for this plan!

City of Rifle Administration

Austin Rickstrew, Parks & Recreation Director
Patrick Waller, Planning Director
Kendrick Robinson, Recreation Program Manager

Consultant Team

Shanen Weber, Design Concepts
Aynslee Havenridge, Design Concepts
Walter Nieuwlandt, Design Concepts
J.R. Spung, JVA, Inc.
Michael Langhorne, Bookcliff Survey Services, Inc.



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PROJECT SUMMARY

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Welcome Sign - Rifle, Colorado
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PROJECT BACKGROUND

Birch Property Park is located in the City of Rifle, Colorado, nestled between the Rifle Creek and Raynard Ditch Trail to the north and west, the Promontory and North Pastures neighborhoods to the south and private property to the east. Impressive views of both the Bookcliffs to the west and the Grand Hogback Ridge to the north can be seen from Birch Property, creating an idyllic opportunity for a public park.

In 2004 Birch Property was acquired as part of the adjacent subdivision approval. It is roughly five acres in size and quite suitable for a lively neighborhood park.

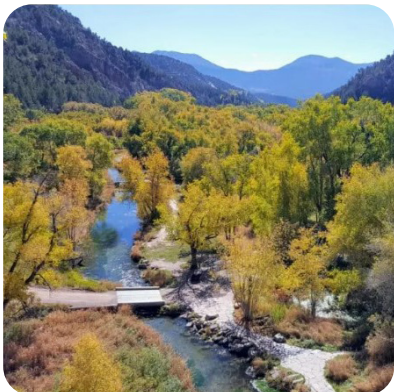
The City of Rifle has been eager to provide the adjacent Promontory and North Pastures neighborhoods with a park amenity, as the nearest existing park is approximately one mile away. The growing community warrants a well planned public space for all ages and abilities to enjoy both passive and active, recreational and respite experiences.

The Master Plan could not have been successful without the feedback and thoughtful comments of the local Rifle community. Two public meetings were held in order to present the Master Plan to residents and to gather first impressions, general comments, concerns and questions. A bilingual survey was also provided and distributed throughout the City in an attempt to reach the local audience at large.

The Consultant Team prepared a Preliminary Master Plan, associated graphics and cost estimate for review by City staff members. Regular design review meetings were held to ensure the direction of the project satisfied City leadership and met community priorities. A Final Master Plan was developed accordingly, along with perspective renderings, a final cost estimate and phasing plan to help outline and prioritize construction activities per the City’s funding capabilities.

The City of Rifle is bursting with outdoor opportunities of all kinds, from fishing to biking, rock climbing to open space trails and splash pads in the summer.

The location of Birch Property Park offers truly remarkable vistas of the surrounding mountain ranges and can provide a variety of park amenities for all local residents. Careful planning has gone into every phase of the master plan process in order to set the stage for a successfully constructed neighborhood park.



Rifle Falls – Rifle, Colorado



Ute Theater – Rifle, Colorado



Centennial Park – Rifle, Colorado





PROJECT GOALS & VISION

Together, the City of Rifle and the Consultant Team aimed to design a complete and overall Master Plan of Birch Property Park that will serve as the framework for future construction. Sitting high above the City of Rifle with incredible views, a comprehensive theme was derived to capture the essence and feel of the park, best described by the phase, *“Sky’s the limit!”*.

Priorities for the park include the following: an all-inclusive playground that incorporates a cloud theme, plaza with rentable shelters, concrete and softscape walking trails, exciting topography such as

“The Summit” and sledding hill, a futsal court, four pickleball courts, single track bike trails, space for flexible field activities, “Lookout” shelters and climbing features, all framed by a low-maintenance variety of native trees and shrubs throughout the site. A mid-sized parking lot is also included in the plan, along with appropriate pedestrian and parking lot lighting for safety. Wood estate fencing is also proposed around the extents of the site to delineate the park boundaries.

Both programmed and flexible sports activities can take place simultaneously, including a fenced in futsal court and fenced in pickleball courts. The open turf field is not intended to be programmed and therefore both scheduled and pickup practices and games can take place in the same vicinity.

A new trailhead is proposed in order to officially connect the Raynard Ditch Trail to the west to Birch Property Park, allowing for easy access in and out of the site. The Raynard Ditch Trail is currently utilized by walkers, joggers and children commuting to and from school. The location of Birch Property Park would provide an enticing destination for children and families to enjoy before and after the school day ends.

Future trail easements are being discussed for connections to the Raynard Ditch Trail and the soft surface trail along Graham Mesa, east of Birch Property Park, further increasing pedestrian and bicycle connectivity to the area.

Whether identifying plants in the pollinator gardens, watching a pickup game of soccer in the multi-use field, stargazing or sledding down the new hill in the winter months, the number one goal of the Birch Property Park design is to bring together the residents of Rifle.

By offering a variety of activities for all ages and abilities, the park aims to foster a sense of community for all those who enjoy the site. The park can serve as a central hub for neighborhood events, birthday parties and family reunions. Pickleball, futsal and soccer players will call Birch Property Park a second home because of the active team-oriented amenities it offers. Friends and families of all generations can enjoy the playground, trails and ascending “Summit” walk together, creating memories to last a lifetime.

Outdoor public spaces allow for unique, quality time spent both in groups and in solitude and Birch Property Park is designed to suit these needs of Rifle residents alike.



PROJECT CONDITIONS

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PROJECT SITE
BOUNDARY

19th Street

Birch Property Park - Rifle, Colorado



Birch Property Park - Rifle, Colorado

EXISTING CONDITIONS

Birch Property Park is a five acre parcel sitting atop a bluff and currently being utilized as a hay field. The site is irrigated by a small existing irrigation pond located at the southeast corner of the property. The irrigation pond is currently a shared system between the City of Rifle and adjacent property owners. This system is intended to remain in place to continue to irrigate the park and embellish the entrance into the park.

An existing pump house contains the irrigation equipment and is located east of the pond. A concrete diversion box is to the south and an electrical transformer is to the north of the pump house.

A 20' irrigation easement runs along the southern border of the park, along with a 10' easement delineated on the eastern edge of the site. Adjacent to an abandoned ditch approximately 25' wide also runs along the eastern edge of the property.

Anvil View Avenue and Birch Street provide vehicular and pedestrian access from the south. Anvil View Avenue terminates at the adjacent property, Birch Street ends at the park's boundary and 19th Street runs directly parallel to the park.

Existing water and sewer utility lines are located beneath Birch Street, while gas, electric and cable lines are located on the east side of the street.

Local residents have documented families of deer in the area over the years, stopping to graze in the hay field.



Irrigation Pump House



Irrigation Equipment



Irrigation Pond



Views to the North



Views to the West



Views to the South



Rifle Soccer Game - Rifle, Colorado
Copyright permission from the City of Rifle.

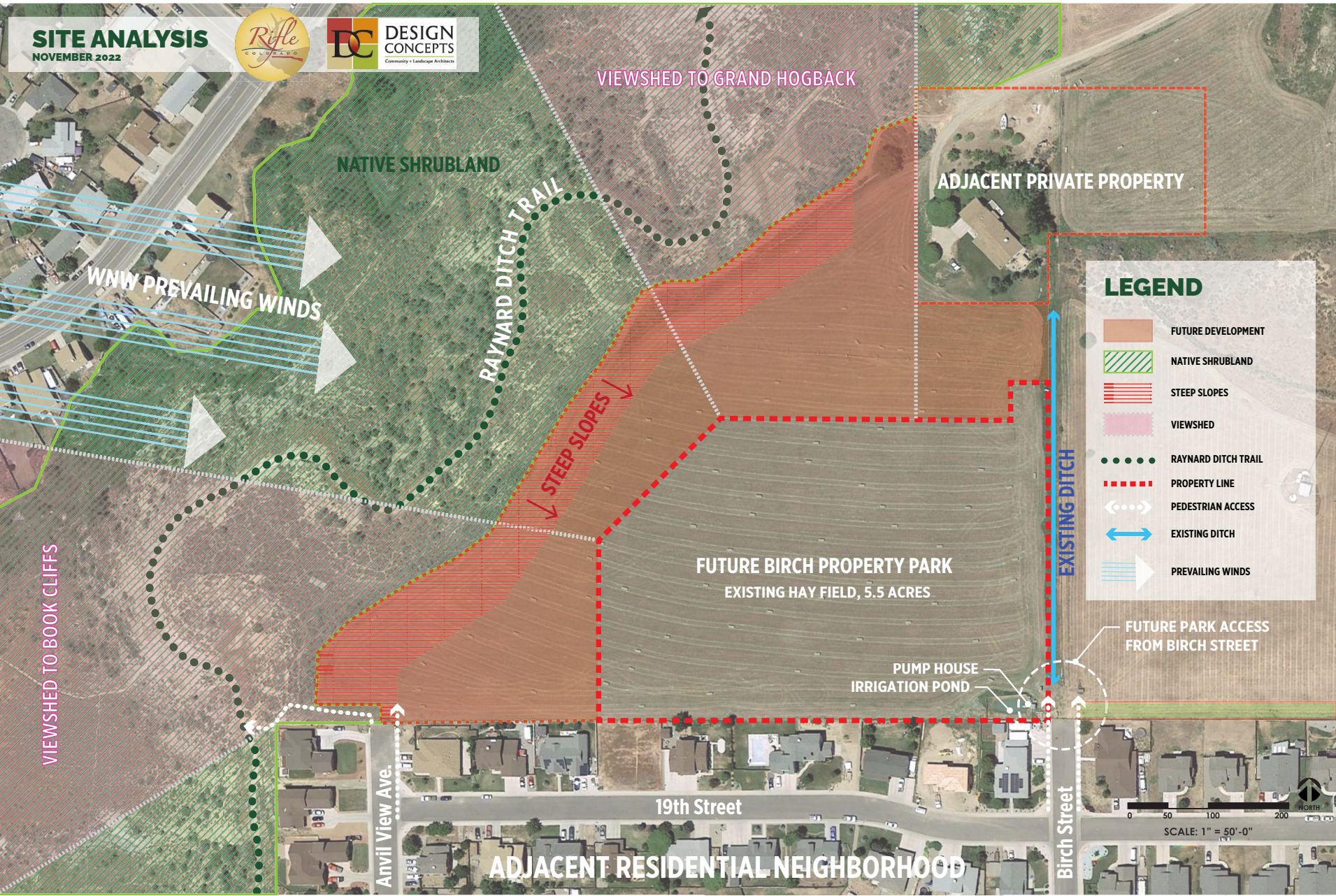


Centennial Park – Rifle, Colorado

SITE ANALYSIS

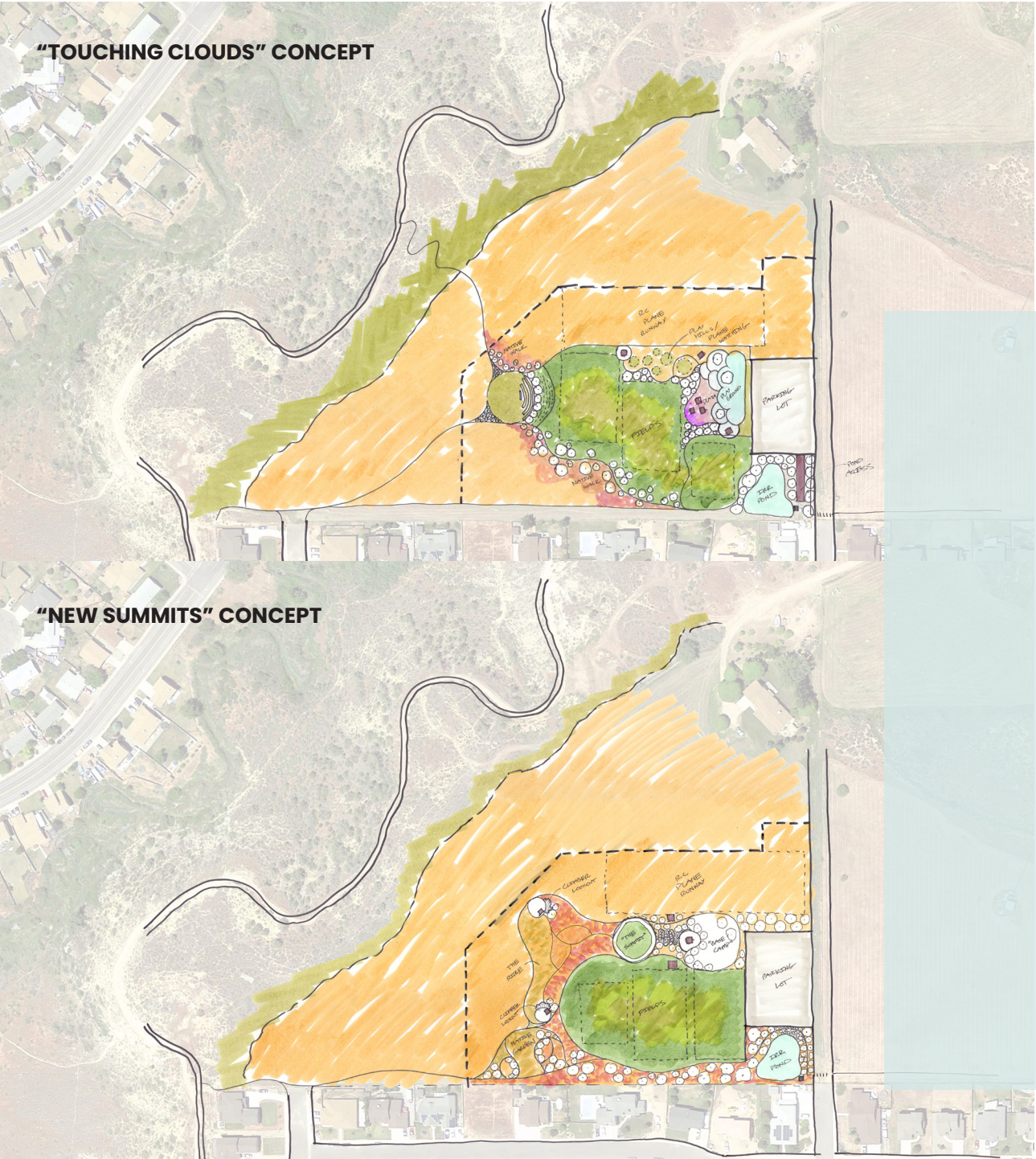
Birch Property Park is framed by open space with the potential for future development on the north and western sides of the site, followed by steep slopes dropping off into an area of native shrubland. Utilized by recreational users and bike riders, the moderately trafficked Raynard Ditch Trail snakes through this cliff side north and south.

West northwest prevailing winds are predominant on site. The Bookcliffs can be seen on the western horizon and the Grand Hogback Ridge is set to the north. There is an adjacent private property just north of the park, as well as the Promontory and North Pastures neighborhoods of single family homes to the south.



PROJECT P L A N S

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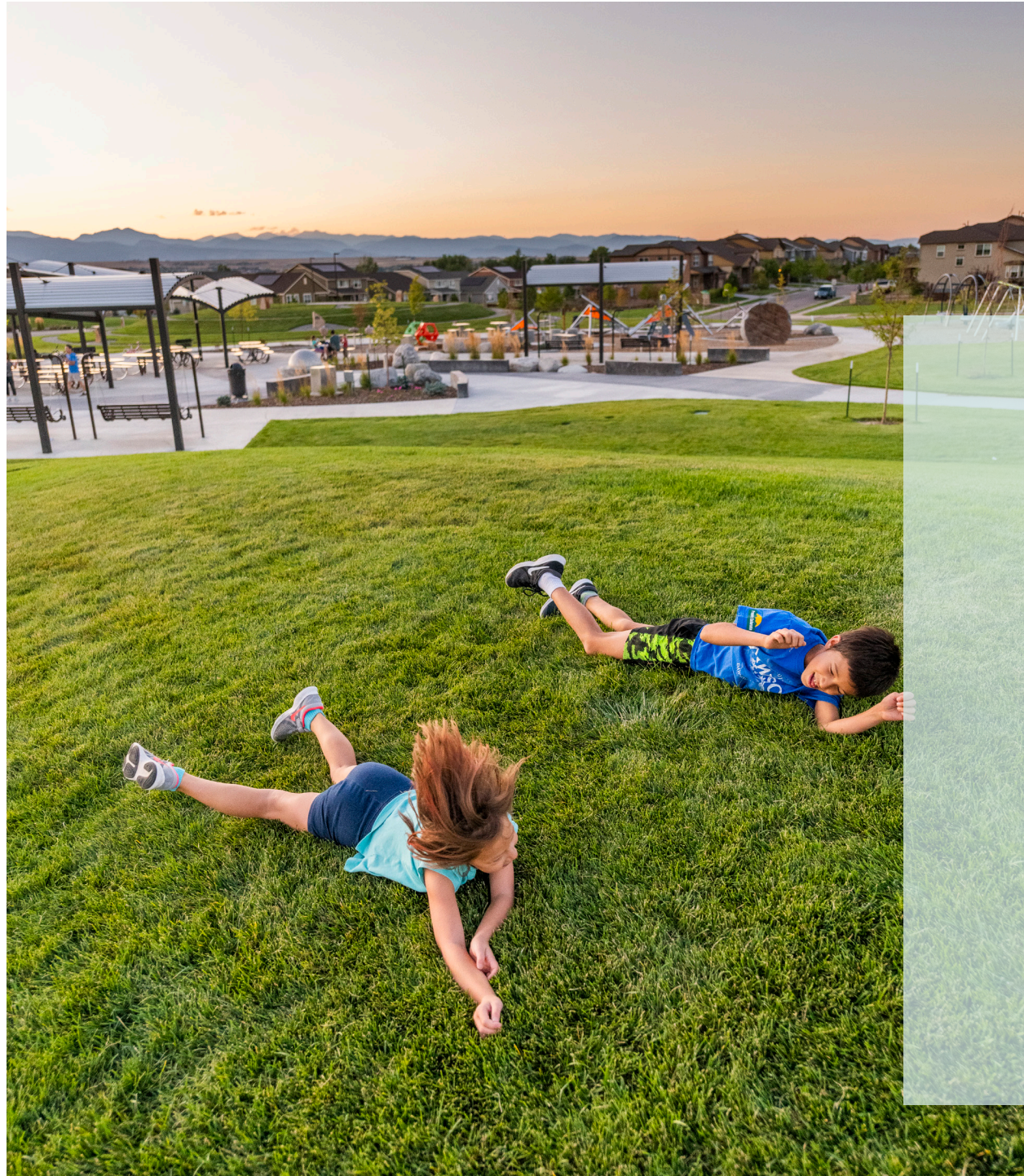


PRELIMINARY SITE PLANS

The Consultant Team prepared two conceptual designs for Birch Property Park to be discussed with City of Rifle staff, “Touching Clouds” and “New Summits”. Differing layouts of the playground, trails, topography and the multi-use fields were highlighted in both concepts.

Ultimately the final site plan layout is a hybrid of both designs, with the playground, “Lookout” shelters with climbing features and “The Summit” as focal points anchoring the site. Hard court surfaces for futsal and pickleball were added to round out the design.





FINAL SITE PLAN

Beginning at the southeast entrance to Birch Property Park, the Final Site Plan proposes an extension of Birch Street north to the entrance of a 36 stall parking lot. A pedestrian crosswalk and enhanced park entry with signage is critical at this junction for safe access into the site.

The plan recommends enlarging the irrigation pond to roughly twice it's existing size to accommodate all of the park features and landscape improvements. Planting and beautification enhancements are recommended in order to develop an aesthetically pleasing visitor experience. Attractive security fencing is

strongly suggested in order to maintain the safety of park users. A four foot high wood estate fence is shown around the perimeter of the site in order to delineate park boundaries, keeping the privacy of adjacent neighbors in mind.

The striped asphalt parking lot includes appropriate curb and gutter for drainage, as well as two ADA accessible parking stalls located directly across from the playground entrance. Six parking lot light fixtures are included in the planted islands. Two enclosed port-a-let facilities are proposed to the north of the parking lot.

The roughly 5,000 square foot thematic playground highlights cloud shaped, poured-in-place ADA accessible safety surfacing. The *"Sky's the limit!"* concept is carried throughout the equipment, through cloud climbers, hot air balloon play structures, paper airplane features and bird tunnels. Traditional swings and slides accompany the imaginative play pieces to create a balance between conventional yet well loved equipment and newer themed equipment. Overall, there is an emphasis on inclusive equipment so that children and adults of all ages and abilities can play together on the same playground. This creates a truly destination playground for all City of Rifle residents to seek out and enjoy together.

The central plaza houses three rentable shelters of varying sizes. Picnic tables, trash and recycling receptacles are also

included in the plaza space. An eight foot wide concrete wavy walk is located to the north, an undulating path serving as a toddler's beginner biking route.

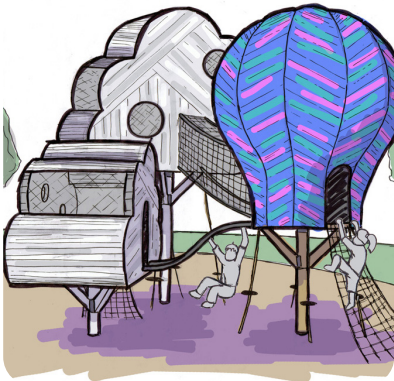
Four pickleball courts are situated at the northeast corner of the park for daytime use. Fencing and site furnishings are proposed within the courts. A pickleball plaza with shelter is also located to the south of the courts for players. Dense coniferous trees are designed to frame the courts in order to provide a visual and audio buffer for the adjacent property owners.

The central walkways are constructed of eight foot wide concrete and meander around the site providing access to most amenities. Benches and dog waste stations are proposed along the trail.

Pedestrian light fixtures illuminate the main pathway. This primary trail leads to "The Summit", a hill that lends itself well to stargazing and amphitheater events with dispersed seat boulders amongst the topography. On the north side of "The Summit" sits the sledding hill which descends downhill to the north.

The multi-use field is oriented in the center of the park and does not include any formal striping to ensure flexibility of the space. Kite flying, frisbee throwing, picnicking and yoga in the park are just some of the many impromptu activities that are envisioned for the space.

Directly east of the multi-use field sits a



futsal court. This is intended to be a hard court surface and would include a six foot high fence enclosing the area.

Proposed on the western edge and at higher elevations than the rest of the park, the “Lookout” shelters are intended to offer incredible views to the surrounding mountain ranges. Interpretive signage and boulder climbing features on poured-in-place safety surfacing accompany the shelters.

Two foot wide single track bike trails are settled between the “Lookouts”. These trails are intended to be a simple softscape material and are a family oriented, beginner’s challenge level.

A sizable pollinator garden is located in the southwest corner of the park and would include low lighting and plant identification signage for educational use.

Native trees and planting beds are shown throughout the park, highlighted by a native promenade walk along the southern primary trail. A handful of viewfinders are located strategically along the trail to help park users locate a vista or focal point of the site.

A new trailhead is recommended at the intersection of the Raynard Ditch Trail and the proposed trail exiting Birch Property Park. An additional trail to the northwest is also recommended that connects to the Raynard Ditch Trail.



The overall landscape design incorporates native grasses along the perimeter of the park, reduced irrigated sod, native plant material and deer resistant plant species. Coniferous trees are proposed along the northeast boundary to block residential property and provide privacy. Minimal trees were strategically added on the southern perimeter so not to block views from the surrounding neighborhood backyards. A planting buffer is also designed between the parking lot and playground to provide adequate safety for park goers.

Park Name Suggestions:

- Birch Mesa
- Birch Overlook
- Birch Park
- Birch View Park
- Roan Plateau Overlook
- Roan Plateau Park
- Mountain View Park
- Grand View Park
- Sky Ridge Park
- Skyline Park
- Sunset Park





PERSPECTIVE R E N D E R I N G S

The Consultant Team prepared three perspective renderings to showcase the proposed site plan amenities and the relationship amongst these programmed spaces.



Birch Property Park - "The Summit"

"The Summit" overlooking the unique vista of the Bookcliffs and the City of Rifle. Opportunities for kite flying, imaginative play, star gazing and group events abound. As soon as the first snowfall hits it's sledding time!



Birch Property Park – “Central Green”

The “Central Green” conveys open green space that gives ample opportunity for informal and formal recreation and sports. A futsal court provides year round access to the game. A large group shelter at the playground can be rented for large family gatherings or neighborhood events.



Birch Property Park – “Soaring Heights Playground”

The “Soaring Heights Playground” presents the proposed playground that truly embodies “*The Sky’s the Limit!*”. Spaces for inclusive and multi-generational play are marked by creative equipment that give a sense of exploration, discovery and freedom to play how one desires.



PHASING P L A N

Through collaboration with the City of Rifle, the Consultant Team outlined a three stage phasing plan for the Birch Property Park Master Plan in order to best reflect the City’s future budgetary and funding resources.

The overall **Base Bid Construction Subtotal** for all three phases of construction is \$3,231,897. Once additional fees are considered including construction surveying, bonding and mobilization, construction contingency and design fees for construction documents, a grand total for **Base Bid Construction** is estimated to be \$4,395,380.

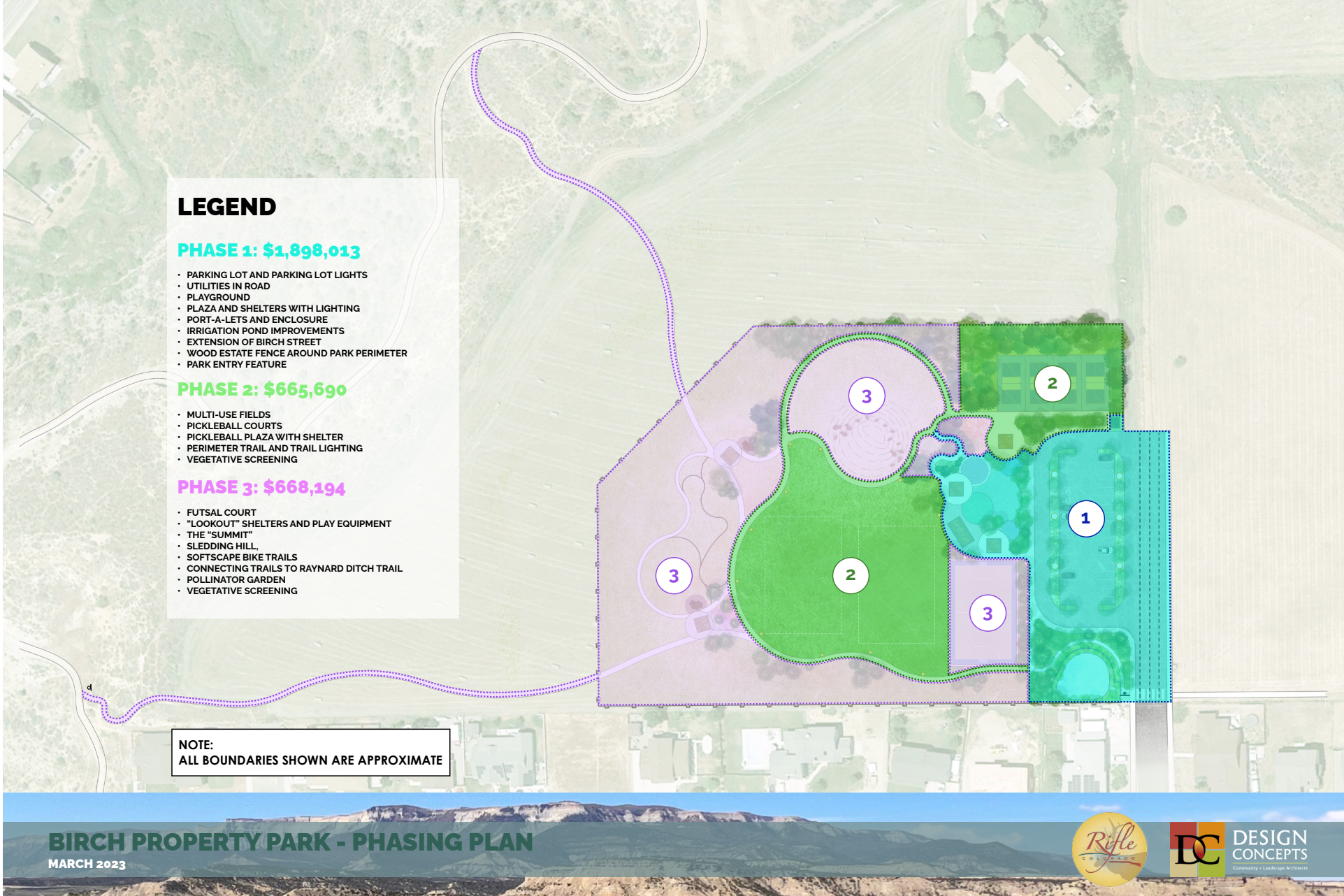
Phase One is the most costly phase at an estimated \$1,898,013 and includes the following elements: Birch Street extension and utility work; park entry features; irrigation pond improvements; parking lot and parking lot lighting; playground and associated equipment; central plaza, shelters, shelter lighting, and site furnishings; port-a-lets and enclosures; perimeter park fencing; and landscape planting and improvements.

Phase Two is estimated to cost \$665,690 and includes the following features: multi-use fields; (4) pickleball courts; pickleball plaza with shelter, shelter lighting and site furnishings; vegetative screening at the pickleball courts; concrete perimeter trail and pedestrian trail lighting; and landscape planting and improvements.

Phase Three is budgeted for \$668,194 and includes the following components: (1) futsal court; (2) “Lookout” shelters and associated play equipment; the “Summit” hill feature and sledding hill; softscape bike trails; concrete connecting trails to the Raynard Ditch Trail; pollinator garden at the “Lookout”; and landscape planting and improvements.

The three phases directly correspond with the project cost estimate available for reference in *Section 6: Opinion of Probable Costs*.





OPINION OF PROBABLE COSTS

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OPINION OF PROBABLE COSTS

The City of Rifle and the Consultant Team combined efforts to compile an Opinion of Probable Costs. This document serves as a conceptual cost estimate and a guide for planning and phasing purposes only. Estimated costs are based on the Final Master Plan as completed in this document in 2023. The Opinion of Probable Costs is based on the following assumptions:

- 1) The site plans in this document are conceptual and not for construction.
- 2) All quantities are approximate.
- 3) All items must be verified

through standard design and engineering practices. Items such as pipe sizes and pavement thicknesses are preliminary assumptions based on known conditions and standard practices. They are not to be used as a substitute for more detailed design or engineering.

4) Unit costs are based on 2023 data in collaboration with the City of Rifle, recent bid data from City of Rifle engineers, recent bid data from Design Concepts, institutional knowledge from JVA, and current unit cost prices direct from suppliers and manufacturers.

5) Unit costs are intended to be an estimate of contractor bids for the proposed work. As such, the unit costs are inclusive of materials, labor, delivery, fabrication and installation, and contractor overhead, as applicable.

6) The Construction/Design Contingency line item is considered a general estimate percentage for detailed design for construction and unforeseen changes for existing conditions.



Movie in the Park - Rifle, Colorado
Copyright permission from the City of Rifle.

Birch Property Park - Master Plan

April 19, 2023

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
PHASE 1				
SITE DEMOLITION				
Temporary construction fencing	1,100	LF	\$6.00	\$6,600.00
Clear and grub	54,500	SF	\$2.50	\$136,250.00
Removal of irrigation pond fencing and misc. additional items	1	LS	\$3,000.00	\$3,000.00
			SUBTOTAL	\$145,850.00
TEMPORARY EROSION CONTROL				
Erosion control site maintenance	1	LS	\$10,000.00	\$10,000.00
			SUBTOTAL	\$10,000.00
EARTHWORK & GRADING				
Earthwork	1	LS	\$15,000.00	\$15,000.00
			SUBTOTAL	\$15,000.00
PAVEMENTS				
Traffic control plan for work in street	1	LS	\$15,000.00	\$15,000.00
Road base - 6"	175	TONS	\$35.00	\$6,125.00
Asphalt T-Patch - 6"	90	SF	\$33.00	\$2,970.00
Asphalt paving - 8"	175	TONS	\$155.00	\$27,125.00
Concrete curb and gutter - 6" vertical, 2' pan	1,900	LF	\$49.00	\$93,100.00
Concrete curb ramps w/ detectable warning	10	EA	\$2,500.00	\$25,000.00
Concrete 4' drainage pan	200	LF	\$141.00	\$28,200.00
Concrete 8' pan	30	LF	\$285.00	\$8,550.00
Striping - 4" wide	750	LF	\$0.80	\$600.00
Signage	12	EA	\$500.00	\$6,000.00
			SUBTOTAL	\$212,670.00
UTILITIES - WATER				
Traffic control for water work in street	1	LS	\$5,000.00	\$5,000.00
Street cut - remove and replace pavement	150	SF	\$12.00	\$1,800.00
Service tap - 3/4" typ., corp and curb stop	0	EA	\$600.00	\$0.00
Meter - 3/4" pit	0	EA	\$500.00	\$0.00

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
Water line - 8" PVC C900	310	LF	\$125.00	\$38,750.00
Gate valve - 8" with box	2	EA	\$1,800.00	\$3,600.00
Tee - 8"	1	EA	\$1,500.00	\$1,500.00
Cap - 8"	1	EA	\$900.00	\$900.00
Fire hydrant assembly - 6"	1	EA	\$13,500.00	\$13,500.00
Tracer wire	310	LF	\$0.30	\$93.00
Tracer wire test station	1	EA	\$110.00	\$110.00
			SUBTOTAL	\$65,253.00
UTILITIES - SANITARY SEWER				
Traffic control for sewer work in street	1	LS	\$2,000.00	\$2,000.00
Sewer line - 8" PVC SDR 35	310	LF	\$90.00	\$27,900.00
Cleanout w/ concrete collar	0	EA	\$800.00	\$0.00
Manhole	1	EA	\$4,500.00	\$4,500.00
Wye - 8" x 6"	0	EA	\$1,500.00	\$0.00
Service saddle - 8" x 6"	0	EA	\$700.00	\$0.00
Marker bollard	0	EA	\$600.00	\$0.00
			SUBTOTAL	\$34,400.00
UTILITIES - STORM DRAINAGE SYSTEM				
Storm line - 18" RCP	150	LF	\$120.00	\$18,000.00
Storm line - 15" PVC SDR 35	500	LF	\$150.00	\$75,000.00
FES - 18" concrete	0	EA	\$800.00	\$0.00
Manhole	2	EA	\$6,500.00	\$13,000.00
Inlet - area drain	10	EA	\$1,500.00	\$15,000.00
2' x 2' inlet - 3' depth	2	EA	\$1,500.00	\$3,000.00
Inlet - field	5	EA	\$4,200.00	\$21,000.00
Inlet - combination	2	EA	\$5,000.00	\$10,000.00
Pond liner	2,300	SF	\$1.00	\$2,300.00
Detention pond	1	EA	\$8,000.00	\$8,000.00
Detention pond outlet structure	1	EA	\$8,000.00	\$8,000.00
			SUBTOTAL	\$173,300.00
UTILITIES - ELECTRICAL				
1" electrical conduit	570	LF	\$20.00	\$11,400.00
			SUBTOTAL	\$11,400.00
ELECTRICAL - POWER AND LIGHTING				
General power and lighting - at parking lot and main plaza shelters	1	LS	\$40,000.00	\$40,000.00
Parking lot light fixtures - at parking lot	6	EA	\$4,500.00	\$27,000.00
			SUBTOTAL	\$67,000.00
SITE CONSTRUCTION				
Wood estate/split rail fencing - at perimeter	1,700	LF	\$50.00	\$85,000.00

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
8' ht. chain link fencing - at irrigation pond	230	LF	\$115.00	\$26,450.00
8' wide chain link gate - at irrigation pond	1	EA	\$2,000.00	\$2,000.00
Vehicular gate - at irrigation pond	1	EA	\$8,000.00	\$8,000.00
Concrete paving - 8' wide, 6" depth at main plaza and playground	160	CY	\$200.00	\$32,000.00
Colored concrete paving - at main plaza	250	SF	\$250.00	\$62,500.00
Sandblasting and painting - at main plaza	1	LS	\$10,000.00	\$10,000.00
Concrete seatwalls - at main plaza	220	SF	\$250.00	\$55,000.00
Gabion walls - at main plaza	75	SF	\$200.00	\$15,000.00
			SUBTOTAL	\$295,950.00
PLAYGROUND				
Poured-in-place rubber surfacing at playground + 4" compacted base for 3 colors (mixed w/ black) - at main playground	5,000	SF	\$24.00	\$120,000.00
PIP thickened edge - at main playground	350	LF	\$30.00	\$10,500.00
PIP concrete sub slab - at main playground	5,000	SF	\$7.00	\$35,000.00
PIP underdrain system - at main playground	1	LS	\$7,500.00	\$7,500.00
Primary (5-12 year old) play equipment - at main playground	1	LS	\$250,000.00	\$250,000.00
Toddler (2-5 year old) play equipment - at main playground	1	LS	\$150,000.00	\$150,000.00
Seat boulders - at main playground	10	EA	\$500.00	\$5,000.00
Log seating - at main playground	1	LS	\$2,500.00	\$2,500.00
Striping/painted games - at main playground	1	LS	\$7,500.00	\$7,500.00
			SUBTOTAL	\$588,000.00
SITE AMENITIES AND FURNISHINGS				
Large shade shelter - 15'x30' at main plaza	1	EA	\$50,000.00	\$50,000.00
Medium shade shelter - 15'x15' at main plaza	2	EA	\$25,000.00	\$50,000.00
Gateway/shelter signage - at park entrance	1	LS	\$10,000.00	\$10,000.00
Picnic table - at main plaza	7	EA	\$3,000.00	\$21,000.00
Bench - at main plaza	8	EA	\$2,000.00	\$16,000.00
Trash receptacle - at main plaza	5	EA	\$1,500.00	\$7,500.00
Bike rack - at main plaza	10	EA	\$750.00	\$7,500.00
Drinking fountain w/ bottle filler - at main plaza	1	EA	\$8,000.00	\$8,000.00
Bollards - between parking lot and playground	12	EA	\$1,000.00	\$12,000.00
Port-a-let enclosure - 2 stalls	1	EA	\$25,000.00	\$25,000.00
Port-a-let (provided by City)	2	EA	\$0.00	\$0.00
			SUBTOTAL	\$207,000.00
LANDSCAPE				
Trees deciduous - 2-1/2" B&B	60	EA	\$850.00	\$51,000.00
Trees ornamental - 2" B&B	15	EA	\$550.00	\$8,250.00
Shrubs - #5 container at main plaza	50	EA	\$50.00	\$2,500.00

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
Perennials - #1 container at main plaza	35	EA	\$20.00	\$700.00
Grasses - #1 container at main plaza	40	EA	\$20.00	\$800.00
Cobble mulch - at main plaza	630	SF	\$8.00	\$5,040.00
Soil prep and sod - at main plaza	600	SF	\$1.50	\$900.00
Soil prep and native seed - at disturbed areas	2,500	SF	\$1.20	\$3,000.00
			SUBTOTAL	\$72,190.00
BASE BID CONSTRUCTION SUBTOTAL - PHASE 1				\$1,898,013.00
PHASE 2				
SITE DEMOLITION				
Temporary construction fencing	2,215	LF	\$6.00	\$13,290.00
Clear and grub	60,000	SF	\$2.50	\$150,000.00
Removal of misc. additional items	1	LS	\$1,000.00	\$1,000.00
			SUBTOTAL	\$164,290.00
TEMPORARY EROSION CONTROL				
Erosion control site maintenance	1	LS	\$5,000.00	\$5,000.00
			SUBTOTAL	\$5,000.00
EARTHWORK & GRADING				
Earthwork	1	LS	\$15,000.00	\$15,000.00
			SUBTOTAL	\$15,000.00
ELECTRICAL - POWER AND LIGHTING				
General power and lighting - at perimeter trail lights and pickleball plaza shelter	1	LS	\$20,000.00	\$50,000.00
Pedestrian light fixtures - at perimeter trail	19	EA	\$3,500.00	\$66,500.00
			SUBTOTAL	\$116,500.00
SITE CONSTRUCTION				
Concrete paving - 8' wide, 6" depth at pickleball plaza and perimeter trail	175	CY	\$200.00	\$35,000.00
			SUBTOTAL	\$35,000.00
ATHLETIC COURTS				
(4) Pickleball courts - post-tension concrete	7,200	SF	\$15.00	\$108,000.00
Pickleball court equipment	1	LS	\$7,000.00	\$7,000.00
8' ht. pickleball court fencing	360	LF	\$115.00	\$41,400.00
4' wide pickleball court gates	2	EA	\$1,000.00	\$2,000.00
Pickleball court acrylic surfacing	1	LS	\$12,000.00	\$12,000.00
			SUBTOTAL	\$170,400.00
SITE AMENITIES AND FURNISHINGS				

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
Medium shade shelter - 15'x15' at pickleball plaza	1	EA	\$25,000.00	\$25,000.00
Picnic table - at pickleball plaza	2	EA	\$3,000.00	\$6,000.00
Bench - at pickleball plaza and courts	6	EA	\$2,000.00	\$12,000.00
Trash receptacle - at pickleball plaza	2	EA	\$1,500.00	\$3,000.00
Drinking fountain w/ bottle filler - at pickleball plaza	1	EA	\$8,000.00	\$8,000.00
Dog waste station - at perimeter trail (provided by City)	3	EA	\$0.00	\$0.00
Interpretive signage/markers - at perimeter trail	10	EA	\$2,000.00	\$20,000.00
View framing - at perimeter trail	1	LS	\$5,000.00	\$5,000.00
			SUBTOTAL	\$79,000.00
LANDSCAPE				
Trees deciduous - 2-1/2" B&B	10	EA	\$850.00	\$8,500.00
Soil prep and sod - at pickleball plaza and multi-use fields	44,000	SF	\$1.50	\$66,000.00
Soil prep and native seed - at disturbed areas	5,000	SF	\$1.20	\$6,000.00
			SUBTOTAL	\$80,500.00
BASE BID CONSTRUCTION SUBTOTAL - PHASE 2				\$665,690.00
PHASE 3				
SITE DEMOLITION				
Temporary construction fencing	5,175	LF	\$6.00	\$31,050.00
Clear and grub	51,050	SF	\$2.50	\$127,625.00
Removal of misc. additional items	1	LS	\$1,000.00	\$1,000.00
			SUBTOTAL	\$159,675.00
TEMPORARY EROSION CONTROL				
Erosion control site maintenance	1	LS	\$5,000.00	\$5,000.00
			SUBTOTAL	\$5,000.00
EARTHWORK & GRADING				
Earthwork	1	LS	\$20,000.00	\$20,000.00
			SUBTOTAL	\$20,000.00
SITE CONSTRUCTION				
Concrete paving - 8' wide, 6" depth at Raynard Ditch connecting trails and perimeter bike trail	215	CY	\$200.00	\$43,000.00
Softscape paving, Natural class 6, 3/8 minus - at 2' wide at bike trails	12	TONS	\$34.25	\$393.88

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
Small shade shelter - 10x10' at "Lookouts" (no lighting)	2	EA	\$17,500.00	\$35,000.00
Seat boulders - at "Summit"	15	EA	\$500.00	\$7,500.00
			SUBTOTAL	\$85,893.88
PLAYGROUND				
"Lookouts" climbing equipment	2	EA	\$25,000.00	\$50,000.00
Poured-in-place rubber surfacing at playground + 4" compacted base for 1 colors (mixed w/ black) - at "Lookouts" playgrounds	650	SF	\$24.00	\$15,600.00
PIP thickened edge - at "Lookouts" playgrounds	150	LF	\$30.00	\$4,500.00
PIP concrete sub slab - at "Lookouts" playgrounds	650	SF	\$7.00	\$4,550.00
PIP underdrain system - at "Lookouts" playgrounds	1	LS	\$3,000.00	\$3,000.00
			SUBTOTAL	\$77,650.00
ATHLETIC COURTS				
(1) Futsal field - striping, surfacing, fencing etc.	1	LS	\$100,000.00	\$100,000.00
			SUBTOTAL	\$100,000.00
SITE AMENITIES AND FURNISHINGS				
Bike rack - at bike trails	3	EA	\$750.00	\$2,250.00
			SUBTOTAL	\$2,250.00
LANDSCAPE				
Trees deciduous - 2-1/2" B&B	50	EA	\$850.00	\$42,500.00
Trees evergreen - 8' ht.	25	EA	\$850.00	\$21,250.00
Trees ornamental - 2" B&B	5	EA	\$550.00	\$2,750.00
Shrubs - #5 container at pollinator bed	200	EA	\$50.00	\$10,000.00
Perennials - #1 container at pollinator bed	150	EA	\$20.00	\$3,000.00
Grasses - #1 container at pollinator bed	150	EA	\$20.00	\$3,000.00
Cobble mulch - at pollinator bed and north of fields	2,550	SF	\$8.00	\$20,400.00
Soil prep and sod - between main plaza and "Summit"	3,150	SF	\$1.50	\$4,725.00
Soil prep and native seed	91,750	SF	\$1.20	\$110,100.00
			SUBTOTAL	\$217,725.00
BASE BID CONSTRUCTION SUBTOTAL - PHASE 3				\$668,193.88
BASE BID CONSTRUCTION SUBTOTAL - ALL PHASES				\$3,231,896.88
Construction Surveying	1.0%			\$32,318.97
Bonding and Mobilization	10.0%			\$323,189.69

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
Construction Contingency	15.0%			\$484,784.53
Design Fees for Construction Documents	10.0%			\$323,189.69
BASE BID CONSTRUCTION TOTAL - ALL PHASES				\$4,395,379.75
1. Unit costs are based on 2023 data in collaboration with the City of Rifle, recent bid data from City of Rifle engineers, recent bid data from Design Concepts, institutional knowledge from JVA, and current unit cost prices direct from suppliers and manufacturers.				
2. This cost estimate is preliminary in nature and subject to change during the design process. Phasing discussions are ongoing and costing escalation based on future phasing has not been added to this estimate.				
3. Costs account for general conditions and are assumed to include to permitting, bonds, insurance, mobilization, and profit.				
4. Costs do not include review fees, etc.				
5. Costs assume no shoring or deep excavation work requiring specific excavations.				
6. Costs do not include any dewatering, equipment rentals, or treatment.				
7. Earthwork quantities are preliminary raw numbers and not adjusted to account for shrink, swell, compaction, over-excavation, foundation or utility spoils.				
8. Earthwork quantities do not account for environmental remediation.				
9. Costs do not include utility tap fees.				

COMMUNITY OUTREACH

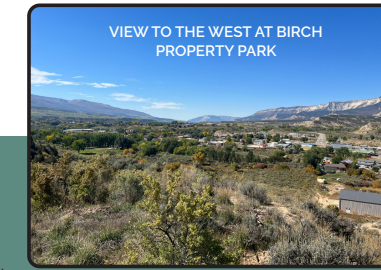
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First Public Meeting - Rifle, Colorado
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Birch Property Park - We want to hear from you!

- 1) What type of community activities and events do you, your friends, and/or family enjoy?
- 2) What parks in Rifle do you visit most often and why?
- 3) What types of playground equipment or activities do you, your friends, and/or family enjoy?
- 4) What comments do you have regarding the preliminary Site Plan?
- 5) Do you have a suggestion for naming the Birch Property Park?



VIEW TO THE WEST AT BIRCH
PROPERTY PARK

*If you'd prefer to take this survey online,
please scan the QRQC code.

BIRCH PROPERTY PARK - SURVEY QUESTIONS

NOVEMBER 2022



Birch Property Park - Queremos escuchar de ti!

- 1) ¿Que tipo de actividades comunitarias y eventos disfrutan tu, tus amigos, y/o familia?
- 2) ¿Que parques en Rifle visitas mas a menudo/seguido? y ¿por que?
- 3) ¿Que tipo de equipo del parque o actividades disfrutan tu, tus amigos, y/o familia?
- 4) ¿Que comentarios tienes acerca del plan del sitio preliminar?
- 5) ¿Tienes algunas sugerencias para nombrar el Birch Property Park?



VISTA AL OESTE DE BIRCH
PROPERTY PARK

*Si tu prefieres tomar esta encuesta en
línea, por favor escanea el código QRQC.

BIRCH PROPERTY PARK - SURVEY QUESTIONS

NOVEMBER 2022



FIRST PUBLIC MEETING

The public outreach process for the Birch Property Park Master Plan consisted of meetings with the City of Rifle and various stakeholders, including former and current property owners and local engineers. The first public meeting was hosted by the City and held at City Hall in the Council Chambers on Tuesday, November 15, 2022 at 6:30 PM. An estimated 45 participants were in attendance and provided an array of thoughtful comments, valuable concerns and insightful questions.

The Consultant Team presented a series of graphics including the Site Analysis, Preliminary Site Plan, Existing Conditions and Park

Amenity Opportunities through a slide presentation, as well as on presentation boards that were displayed throughout the meeting room.

A survey was also distributed in both English and Spanish and was listed on the City’s website for a three week period. City of Rifle staff displayed table tents at local businesses downtown to solicit as much feedback as possible and it proved to be quite successful. A total of 123 online

and paper surveys were completed by local residents. Additional details regarding public comments recorded during the first public meeting can be found in *Section 8: Appendix, Meeting Notes*.

Additionally, the City of Rifle included outreach materials, survey links and maps as part of a booth at Hometown Holidays, a popular winter event in Rifle.



2023 Hometown Holiday Event Booth
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Consultant Team Presentation

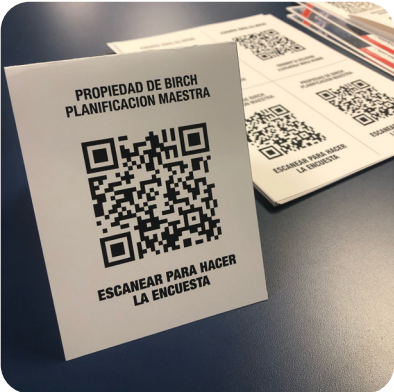
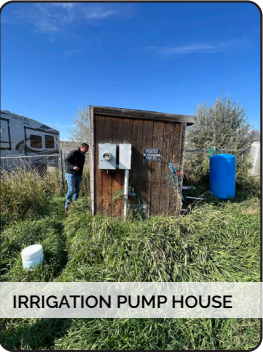


Table Tents for Survey



Participants at First Public Meeting
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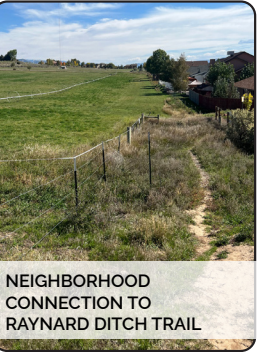
IRRIGATION PUMP HOUSE



IRRIGATION POND



ELECTRICAL EQUIPMENT



NEIGHBORHOOD CONNECTION TO RAYNARD DITCH TRAIL



VIEW TO THE WEST



VIEW TO THE SOUTHWEST



EXISTING DITCH CONNECTION TO THE NORTH



VIEW TO THE EAST

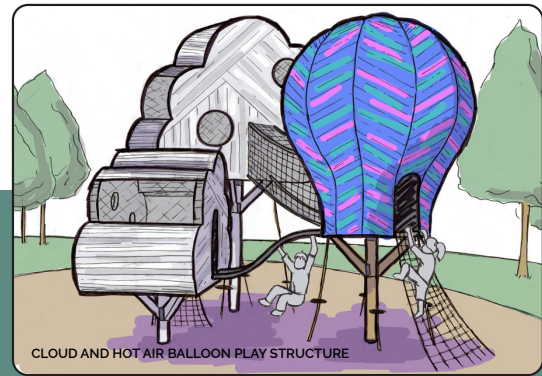


VIEW TO THE SOUTH



SURROUNDING NEIGHBORHOOD

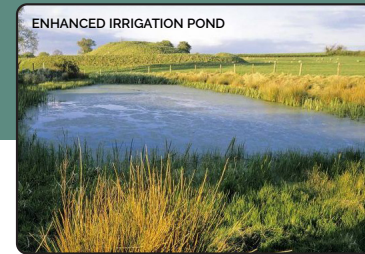




"SOARING HEIGHTS" - THE SKY'S THE LIMIT!



"ENJOYING NATURE'S BOUNTY"



BIRCH PROPERTY PARK - PARK AMENITY OPPORTUNITIES

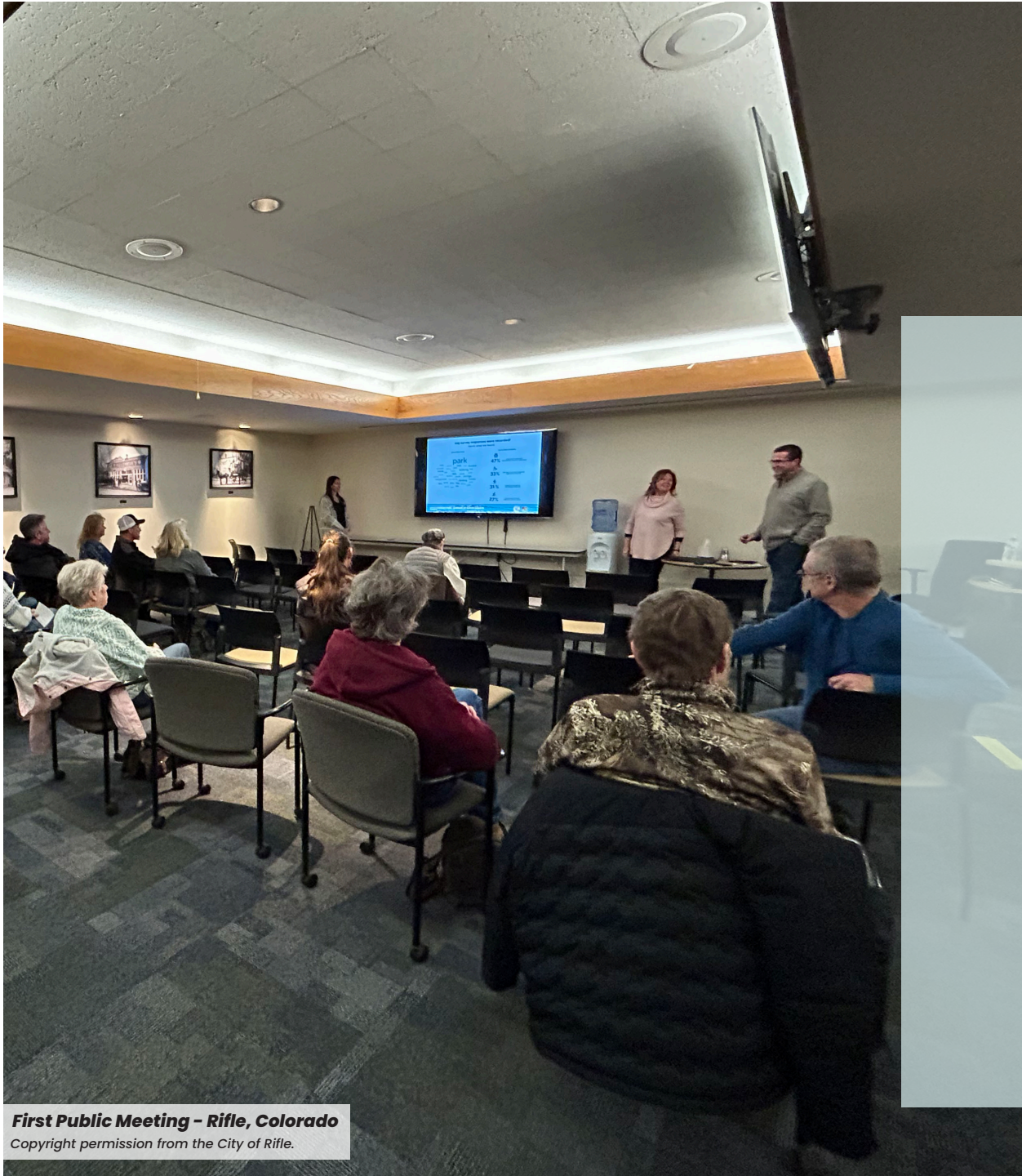
NOVEMBER 2022



BIRCH PROPERTY PARK - PARK AMENITY OPPORTUNITIES

NOVEMBER 2022





First Public Meeting – Rifle, Colorado
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SECOND PUBLIC MEETING

The second public meeting was hosted by the City and held at City Hall in the Council Chambers on Thursday, February 16, 2023 at 6:00 PM. An estimated 18 participants were in attendance and contributed to a lively discussion regarding general comments, questions and concerns. The Consultant Team presented the Summary of Survey Responses, Summary of Comments at First Public Meeting, Final Site Plan and three Perspective Renderings via a slide presentation.

Feedback provided by residents both in person at the public meetings and recorded through survey responses was generally

insightful and positive. Valid concerns about lighting, safety, congestion and privacy were raised and taken into great consideration by the City of Rifle and Consultant Team when designing the Site Plan. The Consultant Team strove to incorporate as many recreational and outdoor activities to reflect community wishes, while balancing the desires of the City of Rifle and taking into consideration the City's maintenance capabilities and feasible budget.

Two graphic boards were created to synthesize both the survey responses and comments captured during the first public meeting. The Consultant Team prepared a word cloud to display the most used words in the survey responses. The more often a word was used, the larger the word is expressed in the graphic. Frequently used words included park, walking, playground, swings, climbing, kids, events and trails.

The Team was also able to extract statistical data to create infographics with corresponding percentages. These describe the types of activities a majority of respondents value and/or should be considered at Birch Property Park. 47% of respondents expressed the importance of family gatherings, City events and cultural events in Rifle. 33% stated swings were the type of playground equipment they and their family or friends used most. 31% described their interest in walking, jogging and hiking trails. 27% detailed their interest in traditional sports and recreation as a high priority for the

design of Birch Property Park.

The Consultant Team created an additional graphic to display the highlights of conversation at the first public meeting. New amenities were suggested by residents that had yet been discussed by the Consultant Team such as family-oriented bike trails, additional lighting along the trails, perimeter fence, wavy walk at the playground and a futsal field. These comments proved to be extremely valuable as they were previously unknown as a community desire. Through Consultant Team and City of Rifle discussions, the majority of suggested amenities were approved and included in the Final Site Plan.

At both public meetings, the Consultant Team emphasized the importance of this master planning process as the critical first step of design. The City of Rifle explained the design and construction document phases that would follow and the duration, prior to the groundbreaking and park construction phase.

Additional details regarding public comments documented during the second public meeting can be found in *Section 8: Appendix, Meeting Notes*.



Consultant Team Presentation



Presentation Boards



Second Public Meeting
Copyright permission from the City of Rifle.

Here's what we heard:

Survey Data & Statistics



Here's what we heard:



PROJECT APPENDIX

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MEETING NOTES

Detailed notes were recorded for all City of Rifle and Stakeholder meetings with the Consultant Team, as well as throughout the duration of the two public outreach events.



Meeting Notes

Birch Neighborhood Park
Kickoff Meeting

Location:	Parks and Recreation Offices Rifle, CO	Date:	October 11, 2022
To:	City of Rifle Staff Bookcliffs Surveying JVA	Time:	10:00 am
From:	Design Concepts		
Present:	<u>Name</u> Tom Whitmore Austin Rickstrew Patrick Waller Kendrick Robinson Shanen Weber Walter Nieuwlandt	<u>Company</u> City of Rifle-Parks and Recreation Director City of Rifle-Asst. Parks and Recreation Director City of Rifle-Planning Director City of Rifle-Recreation Program Manager DCLA-Principal In Charge DCLA-Project Designer	

The purpose of this meeting was to establish project goals and desires for Birch Neighborhood Park, as well as obtain background information pertinent to the project, discuss challenges, review scheduling, and take inventory of the existing site.

General Comments-Birch Neighborhood Park

1. East side of Birch property may become future development (residential).
2. Birch St. will extend north all the way to the homeowner’s property in the future, include this in the master plan.
3. The outer edge (west side) of property next to park will be developed for residential. Anvil St. will extend and be the access road to these homes.
4. Open play space, open turf space for sports is a priority, will help the city obtain open space grant funding.
5. Include a unique multi-generational Inclusive play feature.
6. Include shade and picnic shelters around the perimeter.
7. Include parking with emergency vehicle access.
8. Include shade trees.
9. Trail connections needed around perimeter of park.
10. Youth natural turf soccer field (U10) is about the size of sport field they are envisioning.
11. They are using irrigation (non-potable) pumped from the pond at the south boundary. They would like that to be a little more aesthetically pleasing.
12. Separate utility/irrigation systems for the park property and the parts of the property that will likely be developed, so that they can be selectively shut off/controlled without impacting the other.

13. Will likely need to increase the size of the irrigation pond to provide enough water. With the purchase of the parcel the city is required to also obtain the water rights for the parcel from the previous owner.
14. Access to the park would need to come off Birch St.
15. Need aesthetic and safe solution to keep people out of the irrigation pond.
16. Need vehicular access to the irrigation pond (gate?).
17. The park parcel is the only one that is actually in the city limits of Rifle, surrounding property is a part of Garfield County property.
18. Pedestrian connections are off Birch, Anvil, the Raynard Ditch trail, and Grand Mesa Ave. to the east.
19. A trail easement will be established from Grand Mesa Ave. to the park for pedestrian access.
20. The budget for the future project will come in part from our final cost-estimate.
21. The playground is the top priority in the park.
22. The city sees a lot of RC planes (could be cool to have an unofficial “airport”) and kite flying.
23. Large group and small group shelters, away from current residents as much as possible.
24. Climbers in playground are always desired.
25. Provide a durable, efficient, and easy way to show shelter reservations. QR codes may be an option. Cut the QR code into an aluminum sign plaque that can be posted on site. Consider a park kiosk or other that would include this information.
26. Trails need to be drivable, ~8’ wide. For maintenance mostly. Material of trails depends on cost. Could be a combination of concrete and crusher fines with hierarchy.
27. Start with concrete trails in the cost estimate and can work from there.
28. Dick Rhodes is the existing property owner. He would be interested in showing the team around the property and giving his input.

Public Process Comments-Birch Neighborhood Park

1. Would like to go to the public event with at least a preliminary design to give the public some parameters (same goes for the other 2 Rifle projects).
2. Bring image boards to the public event.
3. Bring site analysis to the public event.
4. Can have the public meeting at City Hall (library is backup option).
5. Best nights to conduct a public meeting are Tues. and Thurs.
6. City to send PRAB committee the public event materials beforehand so they can review prior and invite them to the public event. Don’t need to present to them separate.
7. Design Concepts to establish a project website that will be linked to the city’s website to keep the community updated on progress, collect input and link to citizen survey.
8. Can post a ~5 question survey on the project website, can also bring hard copy surveys to the public meeting. QR codes on cards to disperse around town (restaurants etc.), remind public to fill out survey advertised at the Ute Theater. The citizen survey would be available before the public meeting (via project website) through Hometown Holidays. All input would be collected right after Hometown Holidays.

- 9. Hometown holidays is first Saturday in Dec. (Dec. 3rd for 2022). Design Concepts to provide graphic materials for the city’s booth. City to man the booth. Hard copy surveys can be brought to this event for last opportunity to complete and drop off.
- 10. One survey question to ask is for suggestions on new park name.

Action Items-Birch Neighborhood Park

CITY OF RIFLE:

- 1. Pat to provide a property line map to team to understand the limits of future development and for the surveyor to use as an extent of limits on the site survey.
- 2. Pat to check in their city planning archives for any other mapping files that could be helpful.
- 3. Kendrick to provide a map of their existing sports fields to use as precedence.

DCLA:

- 1. Design Concepts to meet with Dick Rhodes, tour the site and gather his feedback. Plan to meet with him on the same day as first community meeting.
- 2. Design Concepts to coord. site survey with Bookcliff Surveying.
- 3. Design Concepts to begin work on site analysis document as well as preliminary plans and image boards.
- 4. Design Concepts to revise project schedule based on kickoff meeting notes and send to city.
- 5. Design Concepts to provide city with project contract for review and signature.

Prepared by:




Walter Nieuwlandt
Project Designer
waltern@dcla.net
November 30, 2022



Meeting Notes

Birch Property Park

Stakeholder Meeting

Location:	Parks and Recreation Offices Rifle, CO	Date:	November 15, 2022
To:	Austin Rickstrew	Time:	2:30 pm
From:	Design Concepts		
Present:	<u>Name</u> Austin Rickstrew Patrick Waller Kendrick Robinson Dick Rhoades Karen Rhoades Brenda Maes Michael Rhoades Jennifer Rhoades Chris Manera Shanen Weber Aynslee Havenridge Walter Nieuwlandt	<u>Company</u> City of Rifle-Parks and Recreation Director City of Rifle-Planning Director City of Rifle-Recreation Program Manager Rifle, CO Resident-Property Owner Rifle, CO Resident-Property Owner Rifle, CO Resident-Property Owner daughter Rifle, CO Resident-Property Owner son Rifle, CO Resident-Property Owner daughter in law Colorado River Engineering DCLA-Principal In Charge DCLA-Project Manager DCLA-Project Designer	

The purpose of this meeting was to meet with stakeholders and local property owners to present and discuss the preliminary site plan and precedent imagery as a team. Comments, questions, and concerns were all discussed.

General Comments

- 1. It was suggested to consider a split rail fence around the property, a sign that states “private property”, and vegetative barriers such as berms, to screen (visuals and noise) the NE property directly adjacent to Birch Property Park.
- 2. The group discussed how many pickleball courts are needed, as the plan currently is showing 4 courts. DC will consider 2 or 3 courts.
- 3. The group agreed with the current field sizes shown on the preliminary plans.
- 4. A comment was made to increase the amount of open space if possible. The group agreed with non-irrigated native seed on the outer perimeter/designated open space areas.
- 5. Birch Street is a minor collector road, and it was discussed how far north the road should extend. Underground utilities will extend as well.
- 6. The group discussed the need to relocate and shift the “lookouts” east/inward to create better viewing, assuming there’s a good chance homes will be developed on the perimeter and could potentially impede views.

- 7. The group noted that the southern easement is missing from the plans and DC will add this to the final site plan.
- 8. The irrigation pond will continue to be a shared irrigation system between the City of Rifle and resident owners once the park is installed.
- 9. Park hours will be the same as other parks, open from 6 am to 10 pm.
- 10. Currently many fawn and deer can be seen often on the property, so DC will consider deer-resistant planting in any proposed planting beds.
- 11. The group discussed that the only lights on the property will be for safety in the parking lot. Lights will be full cutoff and fully shielded to prevent any light pollution in the adjacent neighborhood.
- 12. The group agreed they liked the idea of sledding hill. It was discussed that a park in the area is overdue with so many new homes and families moving in.
- 13. The group discussed the need for a phasing plan, which DC confirmed will be a part of the final Master Plan document.
- 14. City of Rifle confirmed that construction would begin in 2024, depending on phasing. They also stated GOCO is very interested in this project and Rifle will be pursuing grants as well.

Action Items

CITY OF RIFLE:

- 1. Facilitate public meeting on 11.15 at 6:30 pm.

DCLA:

- 1. Present preliminary site plan and associated boards at public meeting on 11.15 at 6:30 pm.
- 2. Incorporate all stakeholder comments when revising preliminary site plan and preparing final site plan layout.

Prepared by:

Aynslee Havenridge



Aynslee Havenridge
Project Manager
AynsleeH@dcla.net
November 30, 2022



DESIGN
CONCEPTS
Community + Landscape Architects

Meeting Notes

Birch Property Park

Public Meeting #1

Location:	City Hall, Council Chambers Rifle, CO	Date:	November 15, 2022
To:	Austin Rickstrew	Time:	6:30 pm
From:	Design Concepts		
Present:	<u>Name</u> Austin Rickstrew Patrick Waller Kendrick Robinson Shanen Weber Aynslee Havenridge Walter Nieuwlandt City of Rifle Residents	<u>Company</u> City of Rifle-Parks and Recreation Director City of Rifle-Planning Director City of Rifle-Recreation Program Manager DCLA-Principal In Charge DCLA-Project Manager DCLA-Project Designer	

The purpose of this meeting was to present the preliminary site plan, existing conditions, and precedent imagery boards to the public attendees. Comments, questions, and concerns were all discussed.

Public Attendee Comments

- 1. There is currently a deficit in the number of family-oriented bike trails and perhaps the outer perimeter/open space area of the Birch Property Park could include easier bike trails for families to ride. Also consider a wavy walk at the playground for young bike riders.
- 2. Consider moving lookouts further inward to allow for better views, due to potential home development on the perimeter of the park.
- 3. Consider additional lighting besides just parking lot lighting for safety reasons. Lighting should be full cutoff, fully shielded. Consider lighting the trails as well, during specific times. This park is more hidden and lighting the park for safety should be a priority. Consult law enforcement on lighting, as there have been issues in the past with people hiding out in the neighborhood and checking doors for potential break ins.
- 4. Consider a botanic garden at the park, depending on maintenance capabilities.
- 5. DC confirmed that irrigation pond will not be stocked and will be screened and fenced for safety. Consider a deck out to the pond for the public to experience and enjoy the water. Some residents expressed their distaste with fencing.
- 6. A buffer between the parking lot and playground is necessary. Be sure to also consider site lines throughout the playground area.
- 7. Consider shade shelters on actual playground equipment.
- 8. Consider a climbing wall as the community has a large climbing population, in addition to traditional play such as swings.

- 9. Consider a more natural aesthetic for shelters and transparency, rather than the colorful shelters shown in precedent imagery boards. The adjacent neighborhood is very close and the design team should think about what their views out to the park look like.
- 10. If Birch Street is the only street access to the park, traffic will be a concern.
- 11. Avoid holding large recreation games at this park as the site will be too crowded. City of Rifle confirmed there are no plans to do so, and major tournament events will continue to be held elsewhere.
- 12. Perimeter fencing would be ideal here to mark the boundary of the park, such as a split rail fence. Not all the homes on 19th Street have fencing so this will be key.
- 13. Consider basketball courts and/or covered futsal field out here instead of pickleball, as kids in the area are lacking a place to play.
- 14. City of Rifle confirmed they currently have 2 temporary pickleball courts in Rifle. The next closest courts are in Newcastle, CO and they also have a league there.
- 15. City will have the ability to extend water, sewer and electrical to the park and could potentially add plumbed restrooms and water bottle fillers/stations.
- 16. Consider alternative turf options like clover in the fields. Discussed how clover is not as durable for play field in comparison to traditional turf grass.
- 17. Consider marking Birch Street as no parking to decrease traffic, but City of Rifle stated that the road is wide enough for street parking. Traffic and capacity could be monitored to see how congestion may or may not progress over time.
- 18. Consider including educational component like at Centennial Park. Perhaps through views, history, etc.
- 19. DC confirmed there is a civil engineer on the project to help determine the size the irrigation pond needs to be, as well as work through any drainage issues or complications.
- 20. City of Rifle confirmed the play fields will be irrigated with City ditch water and will not be treated.
- 21. City of Rifle confirmed the Parks and Rec department is prepared to maintain the park.
- 22. Comment was made to add trash receptacles, dog bag stations, benches, etc.
- 23. Suggestion to add a larger pollinator garden and to consider bringing on local experts to help with the design.

Action Items

CITY OF RIFLE:

- 1.

DCLA:

- 1. Incorporate and consider all public comments when revising the preliminary site plan and preparing the final site plan.
- 2. Keep Google public survey open through December 4 end of day.

Prepared by:

Aynslee Havenridge



Aynslee Havenridge
Project Manager
AynsleeH@dcla.net
November 30, 2022

Rifle
COLORADO

SIGN IN

Jennifer Reynolds
 Jessica Chausser
 KAY Koller
 Aaron Cumming
 Brian Dowd
 Shawn Christofor
 David O. Martin
 Matt Harvey
 Anne MacGregor
 Caitlin DeLeon
 Yessenia Ramos
 MON COLE
 JANEUE COOK
 Tyish O'Grady
 Yessenia Garcia-Jimenez
 Carlos Rojas
 Shirley Starr
 Nelson Pinares
 Chris Manery
 Bill & Dawn Jeffress
 LARRY ANDERSON
 CHRISTIE ANDERSON
 Keshy Ross
 Kim Potter
 Mary Huppine
 Saki W. Gable
 Matthew Stern
~~Kris~~ Kris Coombs
 Dick & Karen Rhoades
 Michael W Rhoades
 Matt Giesbrod



Meeting Notes

Team Review Meeting

Company
City of Rifle-Parks and Recreation Director
City of Rifle-Planning Director
City of Rifle-Recreation Program Manager
DCLA-Principal In Charge
DCLA-Project Manager
DCLA-Project Designer

General Comments

1. Team would prefer a standard court surfacing for the futsal court over synthetic turf.
2. Team confirmed there should be no grills in the park.
3. Team would like players to be able to move from court to court in the pickleball courts. Confirmed there are proposed benches and short lengths of fence for division amongst courts, but not full separation.
4. Team envisions the bike trails being for younger children and strider type bikes.
5. Do not need to include dog waste stations (City will provide these) or grills (omit from the site plan) in the cost estimate.
6. Team would like to eliminate the play mounds from the site plan/cost estimate due to maintenance and cost concerns.

Action Items

1. Finalize the site plan, create preliminary graphics, finalize cost estimate and preliminary master plan document.
2. Prepare deliverables for second public meeting in February.

Prepared by:

Aynslee Havenridge



Aynslee Havenridge
Project Manager
AynsleeH@dcla.net
January 18, 2023



Meeting Notes

Birch Property Park

Team Review Meeting

Location:	Virtual	Date:	February 7, 2023
To:	Austin Rickstrew	Time:	2:30 – 3:30 pm
From:	Design Concepts		
Present:	<u>Name</u> Austin Rickstrew Patrick Waller Kendrick Robinson Shanen Weber Aynslee Havenridge Walter Nieuwandt	<u>Company</u> City of Rifle-Parks and Recreation Director City of Rifle-Planning Director City of Rifle-Recreation Program Manager DCLA-Principal In Charge DCLA-Project Manager DCLA-Project Designer	

The purpose of this meeting was to meet with the City of Rifle team to review and discuss the preliminary Master Plan document comments and redlines, phasing plan and upcoming second public meeting. Comments, questions, and concerns were all discussed.

General Comments

1. The Team reviewed all the City of Rifle’s redlines and comments on the first draft of the preliminary Master Plan Document. Comments were straightforward and will be addressed for the Final Master Plan Document deadline.
2. Rifle confirmed the second public meeting would take place in the Council Chambers at 6:00 pm on Thursday, February 16.
3. The Team revised the schedule. The PRAB Workshop and Council Board Meeting will take plan on Wednesday, April 19 at 6:00 pm and 7:00 pm respectively.
4. Rifle has already submitted for a GOCO grant for Birch Park construction. The award would be \$1M. They are also planning on submitting two other grants that would total \$3M if awarded all. The City of Rifle is prepared to budget \$500K additionally to meet the total cost estimate numbers.
5. Phase 1 to include: parking lot and lights, utilities, playground, plaza and shelters, port-a-lets and enclosure and irrigation pond improvements.
6. Phase 2 to include: multi-use fields, pickleball courts, pickleball plaza with shelter and perimeter trail.
7. Phase 3 to include: futsal court, “Lookout” shelters and play equipment, “Summit”, sledding hill, softscape bike trails and connecting trails to Raynard Ditch Trail.
8. DC will include a board (or two) representing survey and public meeting responses and comments at the next public meeting. Will also bring the two perspective renderings and the final site plan board.
9. The Team also revised the schedule for Rose Hill Cemetery and Rifle Mountain Park. The PRAB Workshop and Council Board Meeting will take plan on Wednesday, May 17 at 6:00 pm and 7:00 pm respectively.

Action Items

- CITY OF RIFLE:
- 1. Confirm date and time for PRAB workshops and Council meetings.

- DCLA:
- 1. Prepare deliverables for second public meeting in February.
 - 2. Address all redlines and comments for the final Master Plan Document.

Prepared by:




Aynslee Havenridge
Project Manager
AynsleeH@dcla.net
February 20, 2023



Meeting Notes

Birch Property Park
Public Meeting #2

Location:	City Hall, Council Chambers Rifle, CO	Date:	February 16, 2023
To:	Austin Rickstrew	Time:	6:00 pm
From:	Design Concepts		
Present:	<u>Name</u> Austin Rickstrew Patrick Waller Shanen Weber Aynslee Havenridge City of Rifle Residents	<u>Company</u> City of Rifle-Parks and Recreation Director City of Rifle-Planning Director DCLA-Principal In Charge DCLA-Project Manager	

The purpose of this meeting was to present the final site plan, survey summary, first public meeting summary and perspective renderings to the public attendees. Comments, questions, and concerns were all discussed.

General Comments

- 1. Comment was made to think about the socio-economic impacts of the park, such as where overflow parking would be in the event that this is needed. Additional discussions will be held to properly address this concern when the project moves from the master planning to the design and construction drawing phase.
- 2. Comment was made to consider the fact that the “Lookout” views may be impacted if future development to the west includes second story housing. This concern was discussed and the “Lookout” locations were relocated further east to address this.
- 3. Austin confirmed that the park will be for leisure, sports will not be programmed on site and the fields will not be striped. The City of Rifle is basing parking off this being a neighborhood park with lots of residents biking and walking over to the park to use its amenities.
- 4. Comment was made that at a local bike park, adjacent to the police department, there are issues with security and therefore there is concern there may be the same security issues at Birch. When the park project is in the design and construction phase, attention will be paid to security lighting and further discussion can occur about what will be appropriate.
- 5. Comment was made that only part of the future trail connection to the Raynard Ditch Trail on the site plan exists now. Design Concepts adjusted the labels accordingly. Austin confirmed that the City will work with the private land owner to secure the remaining part of the easement needed to connect any future trails.
- 6. Comments were made about what the next steps of the project are. Austin and DC confirmed that the next critical step is to secure grant funding. This would be followed by approximately one year of the design and construction document phase, followed by construction of the park.

- 7. Question was asked about where bike parking would be located. Design Concepts added labels for locations on the site plan.
- 8. Comments were made about the potential noise pollution and futsal balls being kicked into the southern neighborhood backyards. Suggestion to consider moving the multi-use fields and futsal to the north, next to the pickleball courts. Design Concepts and the City of Rifle confirmed that the futsal game ball is designed to be smaller and heavier so that it does not travel as far as a standard soccer ball. Additional screening to prevent game balls in backyards was discussed.
- 9. Comments were made about the concern for safety and privacy in the adjacent neighborhoods. Concerned about the parking issue and that if the park becomes overly crowded, park users will be forced to park along the local streets when the parking lot is full. Concerns about park users being able to view neighbors’ backyards and into windows of homes. Concerns about the safety for children in the area once construction is under way.
- 10. Comments were made about the concerns of southern neighborhood homes losing the mountain views once the park is installed.
- 11. Austin confirmed that a park plan is confirmed because it was included in the original improvement plan by the developer back in 2008. He also confirmed that it is the property to the east that is for sale by a private owner, not the Birch Property Park land.
- 12. Austin confirmed the park hours will be the same as others in the City, from 6 am – 10 pm. The lights in Birch will be on a timer to reflect these hours.
- 13. Request was made to keep the park aesthetic as natural as possible and to have less programs in the park.
- 14. Comment was made to consider more planting along the southern boundary to enhance privacy for neighbors. Addressed this is a concern regarding keeping views open from the southern boundary neighbors as well. The plan represents a compromise between both requests.
- 15. Question was asked if perimeter fencing will still be included up against homes on the southern boundary who already have a fence installed. Austin and Design Concepts confirmed that there will not be areas of double fencing.
- 16. Question was asked about what in the park will be reservable. Austin and Design Concepts confirmed that the shelters will be rentable, as is the case in other City parks.
- 17. Austin confirmed no large concerts would take place in the park.
- 18. Question was asked if the City would be responsible in the instance that the irrigation pond flooded the adjacent neighborhood. Austin confirmed that if the flooding was determined to have been caused by a failure in the pond then yes, the City would be responsible.
- 19. Austin confirmed that the park will be phased and it will be determined once grant funding is secured. He estimated the park construction could begin within 2-4 years.
- 20. Comments were made about the potential noise pollution created by the pickleball courts. Suggestion was made to include a 3-4’ berm in addition to the evergreen screening north of the pickleball courts. Design Concepts added a label for this on the site plan. Design Concepts also discussed the possible addition of the Acoustifence product that helps significantly reduce the sound pollution created by the sport.
- 21. Comments were made about the concern of drivers speeding in the area, particularly on 16th Street and 19th Street. Suggestion for speed bumps around the park was made. Austin and Design Concepts confirmed that this would be discussed once the park is in the design and construction phase and City experts would be involved in that discussion.
- 22. Austin confirmed that this is the last public meeting for comments to be recorded. Any additional comments can be sent to Austin after today’s meeting.

- 23. Question was asked about the route children would take to get to the sledding hill. Design Concepts outlined the route on the site plan.
- 24. Comment was made that the park is really a special design and that the amenities are great. The sledding hill is much needed, as well as the bike paths and pollinator gardens. It will be important to connect to the existing bike trails around the City.
- 25. Comment was made that a lot of people are excited for the construction of this park.
- 26. Question was asked if the irrigation pond would have a fence. Design Concepts confirmed that yes, the pond will be fenced for safety.

Action Items

CITY OF RIFLE:

- 1. None.

DCLA:

- 1. Address all comments made at the second public meeting and complete the Final Master Plan Document, due March 15.

Prepared by:

Aynslee Havenridge



Aynslee Havenridge
Project Manager
AynsleeH@dcla.net
March 15, 2023

Birch Property Park – Public Meeting #2

Attendance Sheet - Sign In

02/16/2023

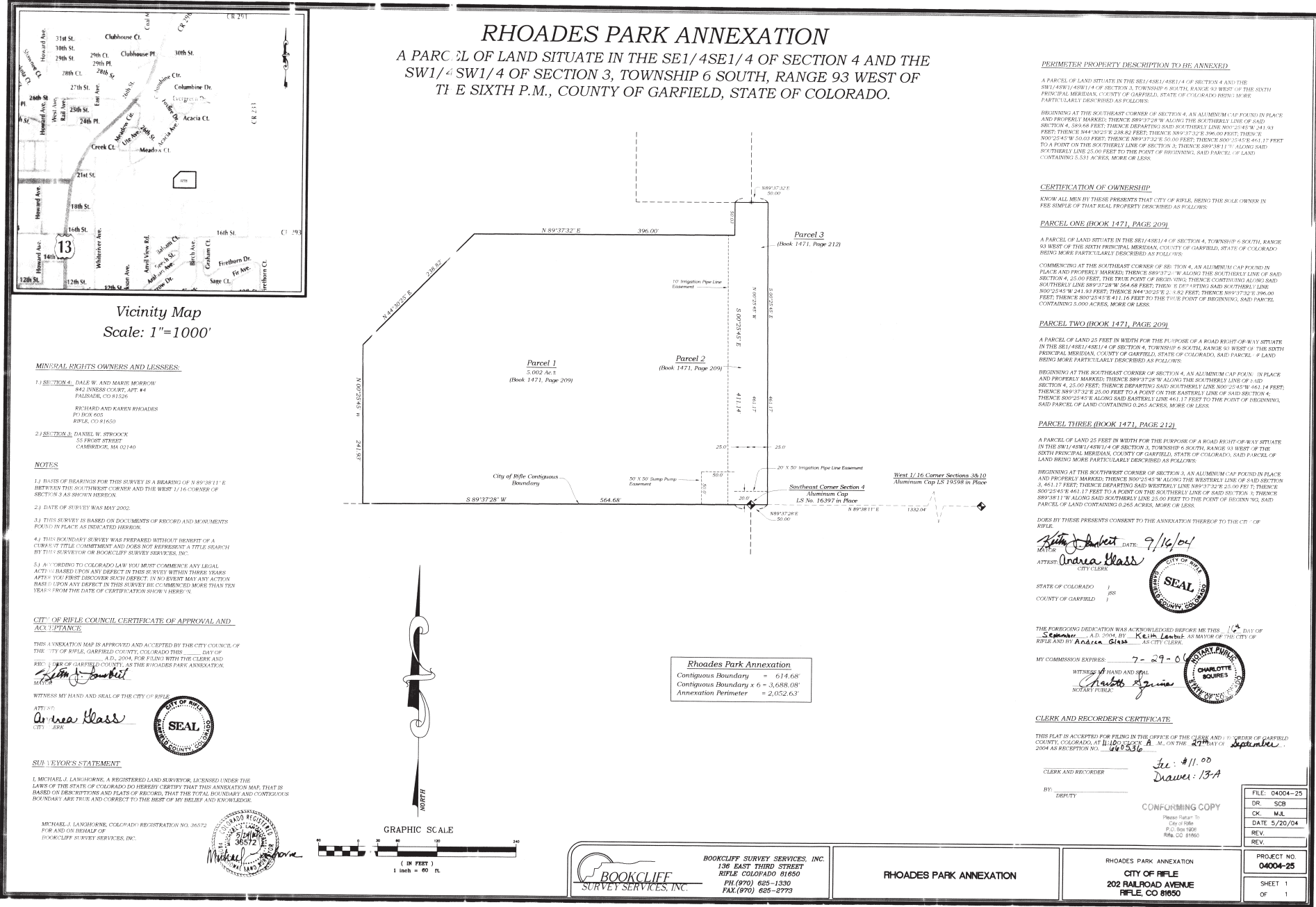
	Name	Phone Number	Email
1.	Bruce Tilton	970 926 1866	beut@raf.net
2.	Chris Mahan	970-618-8135	chris@coloradoinc.org
3.	Bill & Dawn Jeffress	970-355-5515	bjeffress62@gmail.com
4.	Brenda Mae	970-2309-2306	brea28@hotmail.com
5.	Mary Huffine	970-355-2525	mhuffine9@gmail.com
6.	Brenda Cox	957-254-4536	bcox31965@gmail.com
7.	Cathy Cox	755-817-4082	amycox1976@gmail.com
8.	Jennifer - Mike Rhoades	(970) 456-7132	jrhoades@arkboes.org
9.	Hanna Arauza	512-919-6982	hanna.marie811@gmail.com
10.	Kris Coombs	970 625-3792	kcoombs6@outlook.com
11.	Aaron Cox	970-309-6377	
12.			
13.			
14.			
15.			
16.			
17.			
18.			





PARK ANNEXATION

The following document is the Birch Property Park Annexation Plan dated May 20, 2004 and was provided by the City of Rifle.







Agenda Item #8.a.

Agenda Item Name:

Consider Amending the 2023 Budget - Supplemental Appropriations #1

Presenter:

Scott Rust, Finance Director

Item Description:

Consider Amending the 2023 Budget - Supplemental Appropriations #1

Recommended Action:

First, move to approve Resolution No. 13, Series of 2023 to Amend the 2023 Budget.

Second, move to approve Ordinance No. 10, Series of 2023 to Adopt Supplemental Appropriations for the 2023 Budget on its first and only reading, as presented, and order it to be published in full as required by Charter.

Fiscal Impact:

The request to amend the 2023 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.

Operational Impact:

Amending the 2023 budget and approving the additional appropriations by ordinance will provide the legal authority to cover the additional expenditures associated with the critical projects requested by staff after the 2023 budget was adopted. Supplemental appropriations are requested for the following projects:

1. Park Hill Retaining Wall in the amount of \$300,000 (50% Street Improvement Fund (201) and 50% Wastewater Fund (320))
2. Dogpark Construction at Deerfield Park in the amount of \$100,000 (100% Conservation Trust Fund (202))
3. Raptor Study \$3,000 (100% Conservation Trust Fund (202))
4. Sidewalk Repair in the amount of \$30,000 (100% Street Improvement Fund (201))

Prior Board Motions:

N/A

Background Information:

Each year, the budget is adopted by the City Council through a resolution and appropriation ordinance to authorize spending at a fund level based on the detailed, line item budget. Amendments to the budget and

supplemental appropriations are also adopted by a resolution and ordinance. They are required when the adopted budget is increased to cover increased operational costs, new projects, or to re-appropriate funds for capital projects that began in one year and need to be carried forward to the current year to complete. In this particular case, certain projects were not budgeted when the 2023 budget was created. Therefore, the budget must be amended and supplemental appropriations authorized to cover these additional costs to remain in compliance with governmental accounting standards and state law.

Executive Summary:

City staff is requesting to amend the 2023 budget and for the Council to approve supplemental appropriations to cover additional projects for 2023. These include sidewalk repair, a raptor study, the park hill retaining wall, and the construction of a dog park.

Notification Requirements:

Public notice requirements have been met.

Prepared By:

Scott Rust, Finance Director

Attachments:

1. 2023 Supplemental #1 Packet
2. Resolution No. 13, Series of 2023 - Amend the 2023 Budget
3. Ordinance No. 10, Series of 2023 - Supplemental Appropriation #1 2023 Budget

City of Rifle - 2023 SUPPLEMENTAL APPROPRIATION SUMMARY

Supplemental #1

Fund Number	Fund Title	Adopted Revenues	Adopted Expenses	Supplemental Revenue	Supplemental Appropriations	Description	Amended Revenues	Amended Appropriations
100	General Fund	\$ 13,459,196	\$ 13,978,450	\$ -	\$ -		\$ 13,459,196	\$ 13,978,450
201	Street Improvement Fund	9,087,508	9,449,012	-	180,000	Park Hill Retaining Wall and Sidewalk repair	9,087,508	9,629,012
202	Conservation Trust	93,026	40,000	-	103,000	Raptor Study and Dogpark	93,026	143,000
204	Visitor Improvement	411,116	395,510	-	-		411,116	395,510
205	Downtown Development	81,996	134,733	-	-		81,996	134,733
206	Capital Fund	36,313	1,000,000	-	-		36,313	1,000,000
207	Tourism & Industry	417,749	707,710	-	-		417,749	707,710
208	Urban Renewal	150,202	40,500	-	-		150,202	40,500
210	Parks & Recreation	3,690,084	4,321,425	-	-		3,690,084	4,321,425
310	Water Fund	7,103,041	7,311,590	-	-		7,103,041	7,311,590
320	Wastewater Fund	4,584,727	3,681,789	-	150,000	Park Hill Retaining Wall	4,584,727	3,831,789
330	Sanitation Fund	818,177	866,235	-	-		818,177	866,235
401	Cemetery Perpetual Care	11,681	5,000	-	-		11,681	5,000
610	Fleet	600,181	616,324	-	-		600,181	616,324
620	Information Technology	1,198,138	1,143,075	-	-		1,198,138	1,143,075
	Total Budget	\$ 41,743,134	\$ 43,691,352	\$ -	\$ 433,000		\$ 41,743,134	\$ 44,124,351

Supplemental Appropriation #1 - Detail

Sum of Amount			Type
Fund	Fund Name	Project	Expenditure
201	Street Improvement Fund	Sidewalk/Concrete Repair	\$ 30,000.00
		Park Hill Retaining Wall	\$ 150,000.00
201 Total			\$ 180,000.00
202	Conservation Trust Fund	Raptor/Birds of Prey Study	\$ 3,000.00
		Dogpark Construction	\$ 100,000.00
202 Total			\$ 103,000.00
320	Waste Water Fund	Park Hill Retaining Wall	\$ 150,000.00
320 Total			\$ 150,000.00
Grand Total			\$ 433,000.00

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 13
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, 2023.

WHEREAS, by Resolution No.16, Series of 2022, the Rifle City Council adopted its annual budget for the fiscal year beginning January 1, 2023 and ending December 31, 2023 ("2023 Adopted Budget"); after holding all necessary public meetings and hearings; and

WHEREAS, at the time the 2023 Budget was adopted, certain expenses were not known, and operating transfers between funds were not anticipated; and

WHEREAS, funds are available in the City Treasury to meet the increased expenses; and

WHEREAS, the City Council desires to approve the amendments to the 2023 Budget set forth herein in order to ensure effective and fiscally responsible administration of City business for the remainder of fiscal year 2023.

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

1. The City incorporates the foregoing recitals as findings by the City Council.
2. The following amendments to the 2023 Budget are hereby approved.

City of Rifle - 2023 SUPPLEMENTAL APPROPRIATION SUMMARY								
Supplemental #1								
Fund Number	Fund Title	Adopted Revenues	Adopted Expenses	Supplemental Revenue	Supplemental Appropriations	Description	Amended Revenues	Amended Appropriations
100	General Fund	\$ 13,459,196	\$ 13,978,450	\$ -	\$ -		\$ 13,459,196	\$ 13,978,450
201	Street Improvement Fund	9,087,508	9,449,012	-	180,000	Park Hill Retaining Wall and Sidewalk repair	9,087,508	9,629,012
202	Conservation Trust	93,026	40,000	-	103,000	Raptor Study and Dogpark	93,026	143,000
204	Visitor Improvement	411,116	395,510	-	-		411,116	395,510
205	Downtown Development	81,996	134,733	-	-		81,996	134,733
206	Capital Fund	36,313	1,000,000	-	-		36,313	1,000,000
207	Tourism & Industry	417,749	707,710	-	-		417,749	707,710
208	Urban Renewal	150,202	40,500	-	-		150,202	40,500
210	Parks & Recreation	3,690,084	4,321,425	-	-		3,690,084	4,321,425
310	Water Fund	7,103,041	7,311,590	-	-		7,103,041	7,311,590
320	Wastewater Fund	4,584,727	3,681,789	-	150,000	Park Hill Retaining Wall	4,584,727	3,831,789
330	Sanitation Fund	818,177	866,235	-	-		818,177	866,235
401	Cemetery Perpetual Care	11,681	5,000	-	-		11,681	5,000
610	Fleet	600,181	616,324	-	-		600,181	616,324
620	Information Technology	1,198,138	1,143,075	-	-		1,198,138	1,143,075
	Total Budget	\$ 41,743,134	\$ 43,691,352	\$ -	\$ 433,000		\$ 41,743,134	\$ 44,124,351

THIS RESOLUTION was read, passed, and adopted by the Rifle City Council at a regular meeting held this 19th day of April 2023.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk

CITY OF RIFLE, COLORADO
ORDINANCE NO. 10
SERIES OF 2023

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, PROVIDING FOR A
SUPPLEMENTAL APPROPRIATION FOR THE BUDGET YEAR ENDING
DECEMBER 31, 2023.

WHEREAS, by Resolution No. 16, Series of 2022, the Rifle City Council adopted its annual budget for the fiscal year beginning January 1, 2023 and ending December 31, 2023 (“2023 Adopted Budget”); and

WHEREAS, based upon the 2023 Budget as adopted, the Council further approved by Ordinance No. 23, Series of 2022 the Annual Appropriations for fiscal year 2023, after duly-noticed public hearings; and

WHEREAS, at the time the 2023 Annual Appropriation was adopted, certain expenses were not known, and operating transfers between funds were not anticipated; and

WHEREAS, funds are available in the City Treasury to meet the increased expenses; and

WHEREAS, the City Council desires to approve the additional appropriations set forth herein in order to ensure effective and fiscally responsible administration of City business for the remainder of fiscal year 2023.

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

1. The City Council incorporates the foregoing recitals as conclusions, facts, determinations and findings by the City Council and hereby approves the additional appropriations set forth below for fiscal year 2023.

City of Rifle - 2023 SUPPLEMENTAL APPROPRIATION SUMMARY								
Supplemental #1								
Fund Number	Fund Title	Adopted Revenues	Adopted Expenses	Supplemental Revenue	Supplemental Appropriations	Description	Amended Revenues	Amended Appropriations
100	General Fund	\$ 13,459,196	\$ 13,978,450	\$ -	\$ -		\$ 13,459,196	\$ 13,978,450
201	Street Improvement Fund	9,087,508	9,449,012	-	180,000	Park Hill Retaining Wall and Sidewalk repair	9,087,508	9,629,012
202	Conservation Trust	93,026	40,000	-	103,000	Raptor Study and Dogpark	93,026	143,000
204	Visitor Improvement	411,116	395,510	-	-		411,116	395,510
205	Downtown Development	81,996	134,733	-	-		81,996	134,733
206	Capital Fund	36,313	1,000,000	-	-		36,313	1,000,000
207	Tourism & Industry	417,749	707,710	-	-		417,749	707,710
208	Urban Renewal	150,202	40,500	-	-		150,202	40,500
210	Parks & Recreation	3,690,084	4,321,425	-	-		3,690,084	4,321,425
310	Water Fund	7,103,041	7,311,590	-	-		7,103,041	7,311,590
320	Wastewater Fund	4,584,727	3,681,789	-	150,000	Park Hill Retaining Wall	4,584,727	3,831,789
330	Sanitation Fund	818,177	866,235	-	-		818,177	866,235
401	Cemetery Perpetual Care	11,681	5,000	-	-		11,681	5,000
610	Fleet	600,181	616,324	-	-		600,181	616,324
620	Information Technology	1,198,138	1,143,075	-	-		1,198,138	1,143,075
	Total Budget	\$ 41,743,134	\$ 43,691,352	\$ -	\$ 433,000		\$ 41,743,134	\$ 44,124,351

INTRODUCED at a regular meeting of the Council of the City of Rifle, Colorado held on April 19th, 2023 read in full, passed, approved, and ordered published in full in accordance with Section 4.4(g) of the City Charter.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk



Agenda Item #8.b.

Agenda Item Name:

Consider Request for Annexation and Zoning - Fritzlan/Ecodwelling Annexation - Ordinance No. 8 Annexation, Ordinance No. 9 Zoning, Resolution No. 11 Annexation Findings, Resolution No. 12 Annexation Plan, and Annexation Agreement

Presenter:

Patrick Waller, Planning Director

Item Description:

Annexation and Zoning Request

Recommended Action:

Planning Commission recommended that City Council Approve the request for Annexation and Zoning with associated conditions.

Fiscal Impact:

The roads for the project will be privately maintained by the HOA as will the proposed park space. If developed, the City will receive significant impact fees for each of the units.

Operational Impact:

With the private maintenance of the streets and park there are limited operational impacts to the City from the project.

Prior Board Motions:

None

Background Information:

The Comprehensive Plan designates this area as both Neighborhood Commercial and High Density Residential. The density for this area is suggested to be 12-30 dwelling units/acre and the applicants proposal is for approximately 8.33 dwelling units/acre.

Executive Summary:

The applicant seeks annexation and MDR PUD zoning of 7.9 acres into the City of Rifle. The applicant's conceptual site plan shows 66 single-family lots that will be developed with approximately 900 square-foot, two bedroom units that are built by the applicant. The proposal also includes a 0.98 and 0.10 acre park parcels.

Notification Requirements:

Notice required by State Statute and Rifle Municipal Code

Prepared By:

Patrick Waller, Planning Director

Attachments:

1. Staff Memo & Exhibits
2. 20230419-Fritzlan Annexation Agreement
3. Ordinance No. 8-Fritzlan Annexation
4. Ordinance No. 9-Fritzlan Zoning
5. Resolution No. 11-Fritzlan Annexation Findings
6. Resolution No. 12-Fritzlan Annexation Plan
7. Letter from Ms. Bridges

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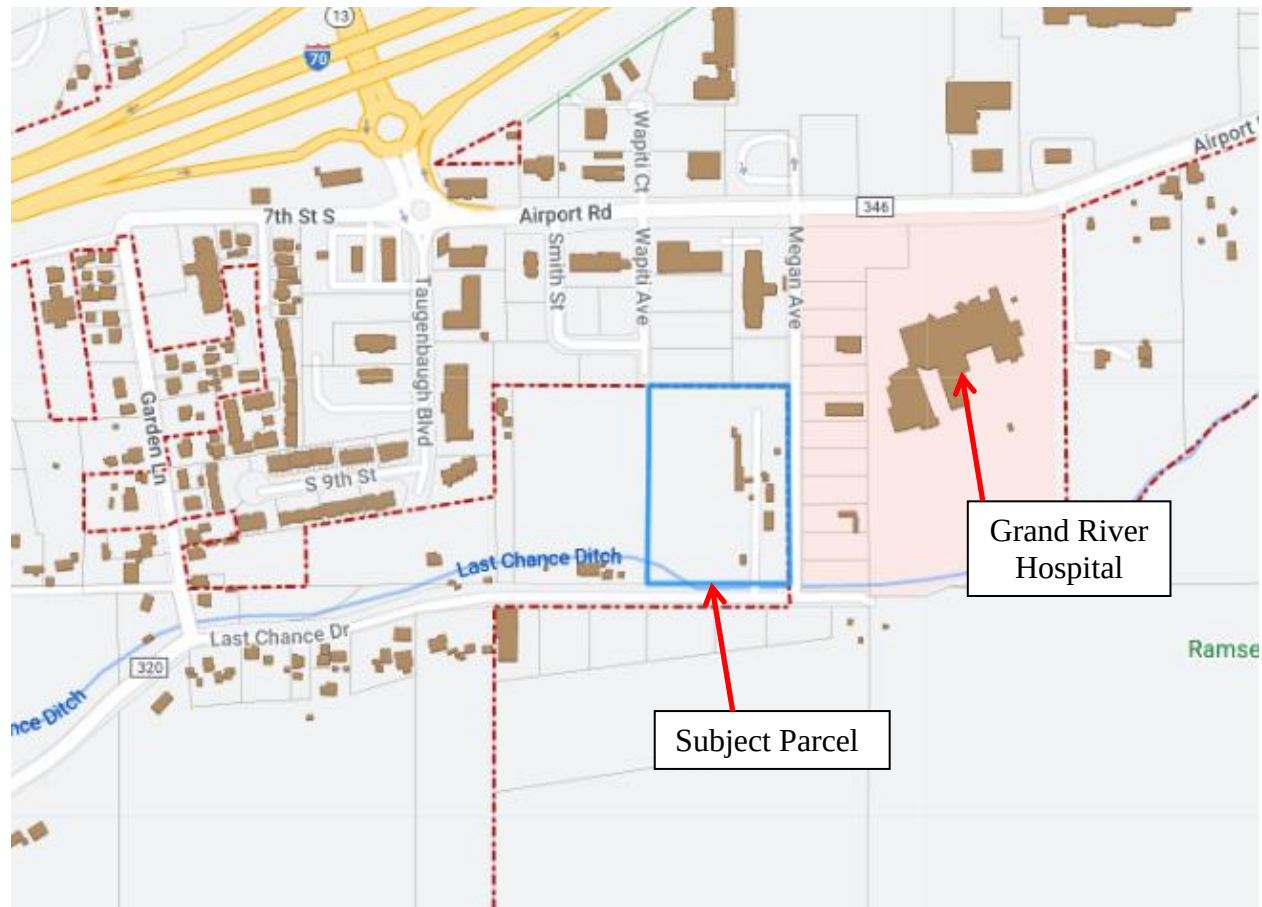
MEMORANDUM

TO: City of Rifle Planning Commission
FROM: Patrick Waller, Planning Director
DATE: April 19, 2023
SUBJECT: Fritzlan/Ecodwellings Annexation
LOCATION: Northwest of the intersection of Megan Avenue and Last Chance Drive
CASE #: Annexation 2022-036
APPLICANT: Eco Dwelling LLC

REQUEST

The applicant seeks annexation and MDR PUD zoning of 7.9 acres into the City of Rifle. The applicant's conceptual site plan shows 66 single-family lots that will be developed with approximately 900 square-foot, two bedroom units that are built by the applicant. The proposal also includes a 0.98 and 0.10 acre park parcels.

Vicinity Map



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LOCATION:

The property is located to the north of Last Chance Drive and the west of Megan Avenue. To the east is Grand River Hospital, to the northwest is the Habitat for Humanity Wapiti Project, to the west is an agricultural parcel in Garfield County and to the south is the Last Chance Commons subdivision, currently being developed with single-family homes.

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 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.

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.

COMPREHENSIVE PLAN

The Comprehensive Plan designates this area as both Neighborhood Commercial and High Density Residential. The density for this area is suggested to be 12-30 dwelling units/acre and the applicants proposal is for approximately 8.33 dwelling units/acre. The Comprehensive Plan specifically discusses this area as follows:

Undeveloped areas south of Airport Road. This area west of Grand River Health has several vacant developable parcels on both annexed and unannexed property. The best use for the area is difficult to predict. The area does not directly front on Airport Road, so commercial development may be unlikely due to a lack of visibility. Industrial or light industrial uses should not be permitted due to the proximity to Grand River Health and other commercial/residential areas. By process of elimination, acceptable uses may include residential, office, business, or other commercial uses that are compatible in a mixed-use setting. The Future Land Use Map designates the area as "High Density Residential" and "Neighborhood Commercial". The intent is to allow for apartment buildings and ensure that any commercial use would be compatible with nearby residential use. If significant new residential development were to be proposed, a public park should be designated as one does not exist currently in South Rifle. Another potential use for the area may be affordable housing in the form of manufactured housing or mobile homes parks that are constructed and managed to a high standard of quality.

The Comprehensive Plan specifically identifies manufactured housing or mobile home parks in this area. While this use is not a manufactured home park, the urban design of the project is very similar. The applicant is also proposing to provide a park that will be open to the public and managed by the HOA to address open space issues in South Rifle.

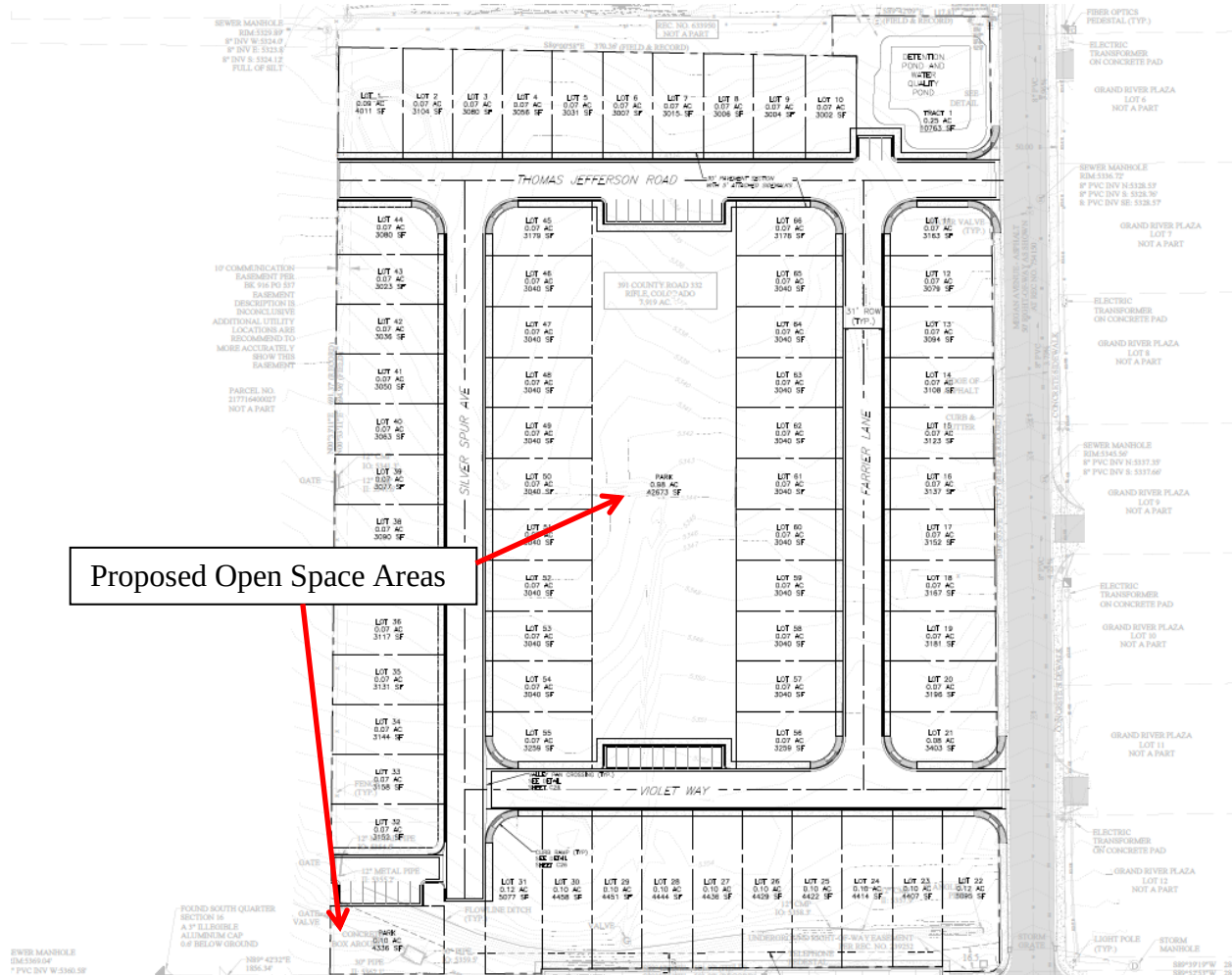
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PROPOSED CONCEPT SITE PLAN



The applicant's proposed Site Plan includes 66 residential lots that vary in size from approximately 3,000 – 5,000 square feet, with the majority of lots slightly larger than 3,000 square feet. Two park spaces are included with the larger slightly less than one-acre and the smaller park approximately 0.10 acres. The applicant has also provided 30 guest parking spaces in addition to the 2 off-street parking spaces that will be required for each unit. Storm water detention for the development has been proposed in the north east corner.

REFERRAL COMMENTS

Staff referred the application to City of Rifle Departments, Xcel Energy, Colorado River Fire Rescue, the City Consulting Engineer, and Garfield County. Received comments are attached to the Staff Memo and incorporated into the following Staff Comments.



STAFF COMMENTS

Urban Design



Similar to the Marketplace development, the applicant anticipates developing this parcel with 66 Eco-Dwelling specific homes. The product built by the developer only provides one footprint of approximately 900 square feet with two bedrooms (although the applicant has indicated some potential changes – see final section of Staff Report). The applicant has identified the potential for a variety of siding options that can help break up the uniform nature of the structures. The applicant is not proposing any garages in association with the units, but is proposing individual storage structures for each lot.

While the project has a few items that will help address the uniform nature of the design, ultimately, the project will look very similar from an urban design perspective. The residences will look the same (beyond siding changes) and the road design provides no variation.

Development Model and Less Expensive Housing

This project is different from many annexation and subdivision requests received because the development is anticipated to be built with a particular unit type in mind. Usually, a subdivision is developed and houses are “stick-built” to allow for some variation in design. Because the applicant is developing the property and only providing one type of unit, the development will have a uniform look. Staff has attempted to address through the requirement of a landscaping plan and different siding options.

The developer is not proposing that the property be developed as an affordable housing project, but has represented that the project will be less expensive than other single-family housing

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projects in the area. This is for a variety of reasons, including the small size of the units, the production of the same footprint, the technology used to build the units, the lack of a garage, and local production.

A significant benefit of the project is the subdivision of the individual lots. Potential purchasers will be able to purchase lots and units together the same as a traditional single-family project. This will allow property owners to build equity and eventually sell the units and lots. This model works best for the individual property owners, rather than other models where the lots are owned by one property owner.

Density

The applicant's project is less than the Comprehensive Plan's suggested density for the area with 8.33 dwelling units per acres, rather than the suggested 12-30 dwelling units per acre. This is driven by the open space that the applicant is proposing as well as the decision to develop the property with single-family style homes rather than multi-family, duplexes, or triplex. Higher density areas developments are supported by the City's Comprehensive Plan because of the more efficient provision of utility service and the delivery of differing unit types. While this project provides a dense single-family model, it does not provide a variety of unit types and as such is less than the recommended density in the Comprehensive Plan.

Open Space

The applicant is proposing to provide approximately one-acre of open space for the project. This open space will be privately maintained by the HOA and open to the public. The City of Rifle code would require approximately two acres of park dedication if the parkland was dedicated to the public. The provision of internal development open space is important because of the lack of park infrastructure on the south side of Rifle.

Extension of Megan Avenue and Last Chance Drive Sidewalk

The property is bordered by Megan Avenue and Last Chance Drive. Both roads are improved with sidewalks on the side of the street that is already developed in the City of Rifle. As required by the City of Rifle Public Works Manual, the developer will need to install sidewalks to complete Megan and Last Chance.

The applicant's conceptual site plan includes providing additional parking on Last Chance – this improvement will be required as part of the subdivision.

Internal Sidewalks

The application has inconsistencies regarding internal sidewalk requirements. All internal sidewalks shall be at least five feet in width.

Landscaping Plan, Raw Water Irrigation, and Last Chance Ditch

Because of the uniform nature of the proposed development and the inclusion of the open space park area, Staff is suggesting that the applicant provide a landscape plan for the individual units as well as the park parcel. The landscape plan will need to be approved as part of the subdivision process.

The parcel has irrigation water from the Last Chance Ditch. The Rifle Municipal Code requires that the applicant dedicate this water to the City. In addition to this requirement, staff is

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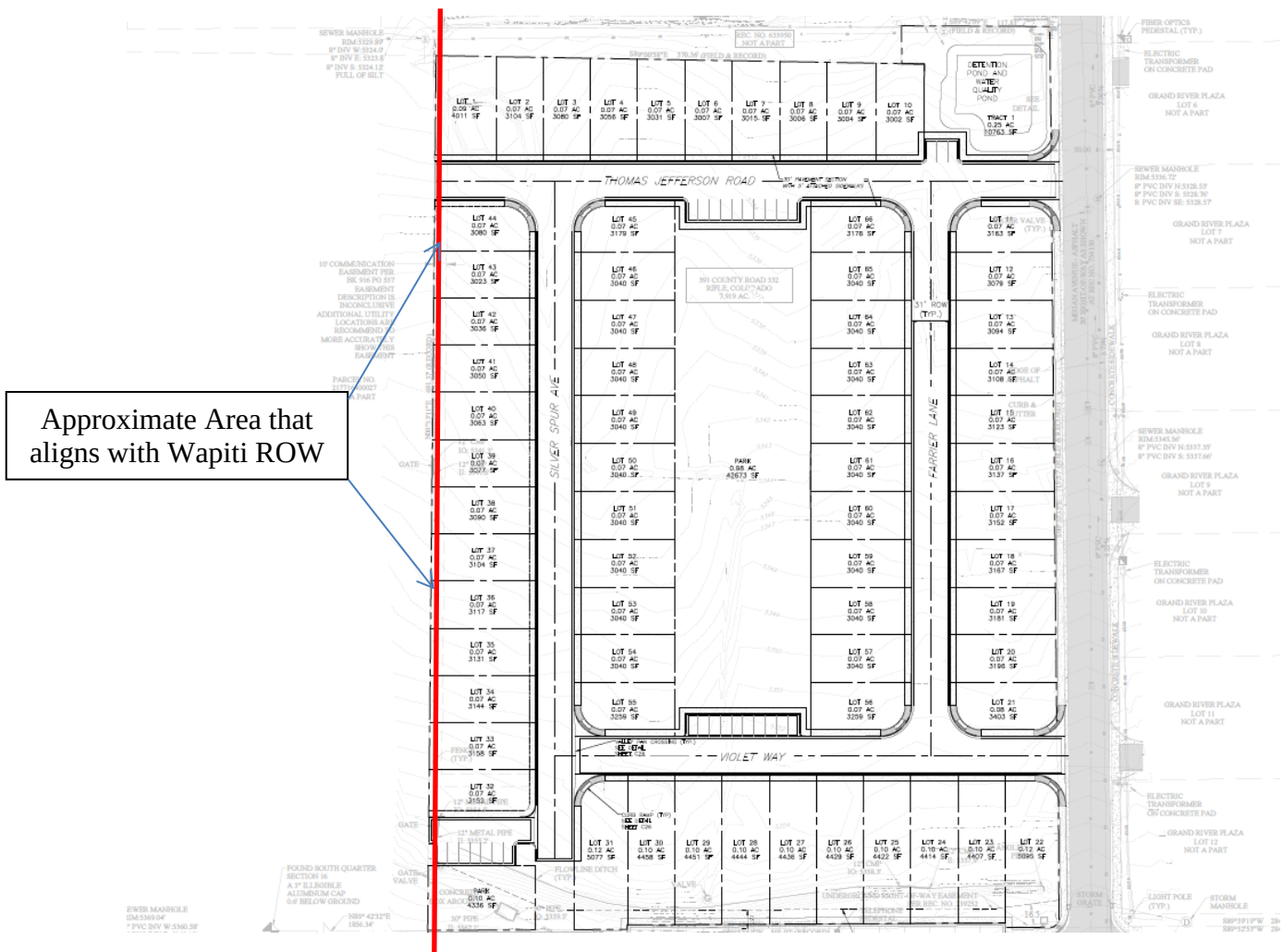


suggesting that the applicant be required to design a raw water irrigation system to service the development. This is beneficial to the City of Rifle because it does not require more expensive treated water to be used for outside irrigation. The Rifle Municipal Code identifies a process for fee waivers as part of the provision of a raw water irrigation system.

The Last Chance Ditch is on the southern area of the property. The City Engineer is requesting that the applicant provide a demonstration that this ditch is properly piped and will not negatively impact the proposed development.

Wapiti Avenue Extension – Property Dedication with License Agreement

The western portion of the property aligns with the future extension of Wapiti Avenue. Staff has requested that the applicant dedicate this portion of the property to the City for a possible future extension of Wapiti Avenue. This strip of property should be maintained by the HOA for the development.



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Planned Unit Development Information

The Rifle Municipal Code allows for Planned Unit Developments to permit greater flexibility in the development of a parcel provided that benefits are provided to the City including but not limited to affordable housing and high quality design. The applicant is proposing to zone the property with MDR PUD zoning; similar to what was proposed as part of the Marketplace development. The submitted PUD guide includes the following:

1. MDR Zoning to allow 3000sf minimum lot size
2. Setbacks/building envelope per lot plan provided by SGM
3. Allow carports and storage sheds to encroach setbacks.
 - a. Zero lot line setbacks.
 - b. Limited to one story and/or 16' tall for carports and 12' tall for storage sheds.
 - c. Storage sheds not to exceed 100sf.
4. Common areas/open space managed by HOA.
5. Use of Manufactured Housing, factory-built housing, pre-fabricated housing or pre-fabricated components to construct houses.
6. Request relief from RMC requirement to provide garages. No garages proposed or allowed.
7. Uses for this PUD shall be limited to residential use only.
- ~~8. These are anticipated to be free market "for sale" units.~~
- ~~9. Can be purchased by investors for rentals.~~
10. Parking will include 2 spaces for each lot as well as parking allowed on one side of each street. ~~There will also be additional parking spaces throughout the proposed development (see preliminary plan, approx. 40 spaces)~~

Some of the identified items are not appropriate for inclusion in a PUD guide. Staff has included proposed strikethroughs above. Staff is also suggesting that all units be developed with a storage shed in the rear yard and that siding options are not replicated on adjoining lots.

Staff's analysis of the application shows that the main benefit that the proposed project provides to the city is additional free market, more affordable housing units. The type of construction, small units, and small lot types ensure that the units will be less expensive than larger lot and housing construction. The applicant has described the project as entry level housing with homeowners being able to purchase homes and build equity.

Project Design and Land Use

The project does not fit the intent of the Rifle Municipal Code PUD section, which was written to address large, multi-use developments with a variety of housing types. Historically, Rifle has used the PUD process to allow for small variations in the zoning code with projects that benefitted the City.

Architectural Criteria and Energy Efficiency Measures

The proposal has designed the units to be significantly more energy efficient than what would be required by basic compliance with the City of Rifle energy codes. This includes the use of close cell foam insulation, Zip system sheathing, and energy efficient windows. Energy efficient construction is supported by City PUD requirements.

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The design of the units includes a number of items that are required by the Rifle PUD requirements, including articulated buildings and the use of a variety of siding materials.

Perimeter Criteria

The applicant is providing a stubbed out street to the west to allow for future street connections and will complete development of Megan and Last Chance.

Setbacks

The Planned Unit Development regulations allow for the City to approve smaller setbacks than those required in the underlying zone district provided that there is a greater diversity of housing types, there are sufficient parks and open space, there is an attractive streetscape and pleasant pedestrian environment, and affordable housing.

While this project does not provide a variety of housing types within the development, the proposed units are a new type of housing to the City of Rifle and provide a diversity of units overall. The units are not deed restricted affordable housing, but their small footprint and small lot size do allow for a more affordable price than current new construction.

Open Space

The applicant is proposing two open space areas to address park infrastructure and will be required to provide landscaping information.

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;

The proposal is following the process as described in the code regarding Annexation and zoning applications. Staff has provided suggested conditions of approval to meet Rifle Municipal Code requirements.

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

The proposed use is somewhat unique for the area. While there are older residential units to the west, accessed off of Taugenbaugh Boulevard, those units are townhomes and multi-family. To the north is the Habitat for Humanity project, which will be developed with townhomes and multi-family units. On the south side of Last Chance the newly approved Last Chance Commons includes single-family homes.

The residential use does appear to be compatible with the surrounding neighborhood based on this other residential development. The architectural character of the proposed development is significantly different than what exists in South Rifle currently. Because the units will all be developed in the same style and footprint, there will be a uniform nature to the project.

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

South Rifle was historically identified as a major commercial area for the City.

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

No adverse environmental effects are anticipated.

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

See Comprehensive Plan discussion earlier in the Staff Report.

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

No negative impacts are anticipated based on the proposed use.

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.

UPDATES - PLANNING COMMISSION

Since the Planning Commission hearing on March 28th, the following items have been further discussed:

Private vs. Public Roads

The Planning Commission discussed the private vs. public maintenance of the roads within the development. As proposed in the applicant's site plan, the roads do not meet City standards (they are too narrow and only allow for parking on one side of the street). This is permitted via the PUD request, but supports the requirement that the roads be privately maintained by the HOA. In the future, Wapiti Avenue may extend to the south and it will likely be a public right-of-way, however, with no known use of the western parcel it is difficult to predict what the ultimate street layout will look like in this area.

Park Fee Waivers for Development of Open Space Area

Staff and the applicant discussed the possibility of the waiver of parkland fees in exchange for the applicant developing the open space area with a playground that will be maintained by the HOA, but open to the public. Under the current fee structure, with the development of 66-units, the applicant would be required to pay approximately \$246,310.02 in park fees under 2023 rates. The City of Rifle has a shortage of parks south of I-70 and the development of this open space would help address this issue specific to the development. The applicant will be required to provide a development plan and cost estimates as part of the subdivision application.

3-Bedroom Units

The applicant indicated in the Planning Commission hearing that Ecodwelling is working on the development of a 3-bedroom model in addition to the proposed 2-bedroom units. These larger units would require larger lots. If the applicant moves forward with this plan, they will likely decrease the overall lot count from 66 to 64. This will be finalized as part of the subdivision application.

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Fences & Mid-block Connections

Staff has recommended that the applicant develop a fence plan for the area. Since the lot sizes are small and there is a significant amount of open space in the middle of the parcel the applicant may want to require that lots bordering the open space are required to limit fences to 4-feet. Additionally, Staff has recommended that they provide mid-block easements to allow property owners from the outside of the blocks to get quicker access to the open space.

RECOMMENDATION

This proposed use provides significant benefits to the City of Rifle regarding attainable housing. Rifle has recently been experiencing significant price increases for residential units. The applicant has indicated that these units will sell for much less than the average single-family housing unit in the City, mostly because of the technology that goes into construction, the small square footage of the units, the small lots, and production of just one type of floor plan.

Although the project provides these benefits to the overall housing stock of the City, the development looks and will feel very uniform. While Staff has requested a landscaping plan and siding differentiation, the units and development will still look very much the same based on the unit design and the overall design of the property. The units are being constructed without a garage, which will make the units less expensive, but also limits storage opens.

Additionally, the applicant included in their PUD submittal the indication that the units may be purchased as investment properties. This is true of any unit that is built in the City; however the lower price points make it easier for investors to buy these properties. While this would still provide rental housing stock to the City, if the properties are purchased by investors, the equity for first time homeowners would no longer be a benefit of the project.

Planning Commission recommended approval of the Annexation and MDR-PUD Zoning subject to the following conditions.

Note - Staff has included some additional recommended conditions based on further discussions with the applicant since the Planning Commission meeting. All changes are shown in red.

Annexation Conditions

1. All representations made by the Applicant in the application and during the public hearing shall be conditions of approval, unless specifically altered by City Council.
2. The development shall require raw water irrigation for outside irrigation use and water rights shall be dedicated to the City as identified in the Annexation Agreement.
3. The applicant shall dedicate the western portion of the property to the City for the extension of Wapiti Avenue in the future, if warranted.
4. The applicant shall supply a landscaping plan for individual lots that will be reviewed and accepted by the City of Rifle as indicated in the Annexation Agreement.

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5. The applicant shall supply a plan for the development of the park and open space that will be reviewed and accepted as indicated in the Annexation Agreement.
6. Megan Avenue and Last Chance Drive shall be developed with sidewalks that meet City requirements.
7. No direct driveway access will be allowed onto Last Chance or Megan.
8. As part of the subdivision process, the applicant shall provide a demonstration that Last Chance ditch is appropriately piped and will not impact the development.
9. The applicant shall work with staff to determine whether the roads in the development will be publically or privately maintained.
(NOTE – City Staff's recommendation is that the roads are privately maintained. This condition should be removed if City Council approves the project).
10. In exchange for the development of the open space area with a playground, the applicant shall be eligible for parkland fee waivers as identified in the Annexation Agreement. The open space shall be maintained by the HOA and open to the public.
11. The applicant shall provide a fence plan for the project as indicated in the Annexation Agreement.
12. The Annexation request is for 66-lots. Based on final unit types, the applicant may propose fewer lots because of the provision of three-bedroom units.
13. The PUD Preliminary Development Plan application shall be reviewed by Rifle City Council to address required items in the Annexation Agreement.

The PUD Zoning Guide shall be amended as follows:

1. MDR Zoning to allow 3000sf minimum lot size
2. Setbacks/building envelope per lot plan provided by SGM. This includes a 5' side yard and 10' front and rear yard setbacks.
3. Allow carports and storage sheds to encroach setbacks.
 - a. Zero lot line setbacks.
 - b. Limited to one story and/or 16' tall for carports and 12' tall for storage sheds.
 - c. Storage sheds not to exceed 100sf.
4. Common areas/open space managed by HOA.
5. Use of Manufactured Housing, factory-built housing, pre-fabricated housing or pre-fabricated components to construct houses.
6. Request relief from RMC requirement to provide garages. No garages proposed or allowed.
7. Used for this PUD shall be limited to residential use only.
- ~~8. These are anticipated to be free market "for sale" units.~~
- ~~9. Can be purchased by investors for rentals.~~

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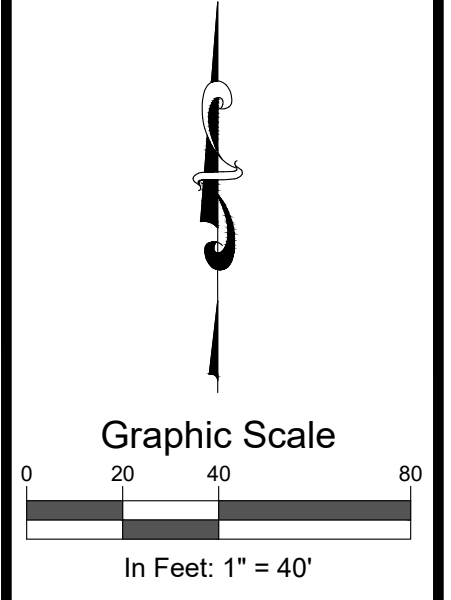
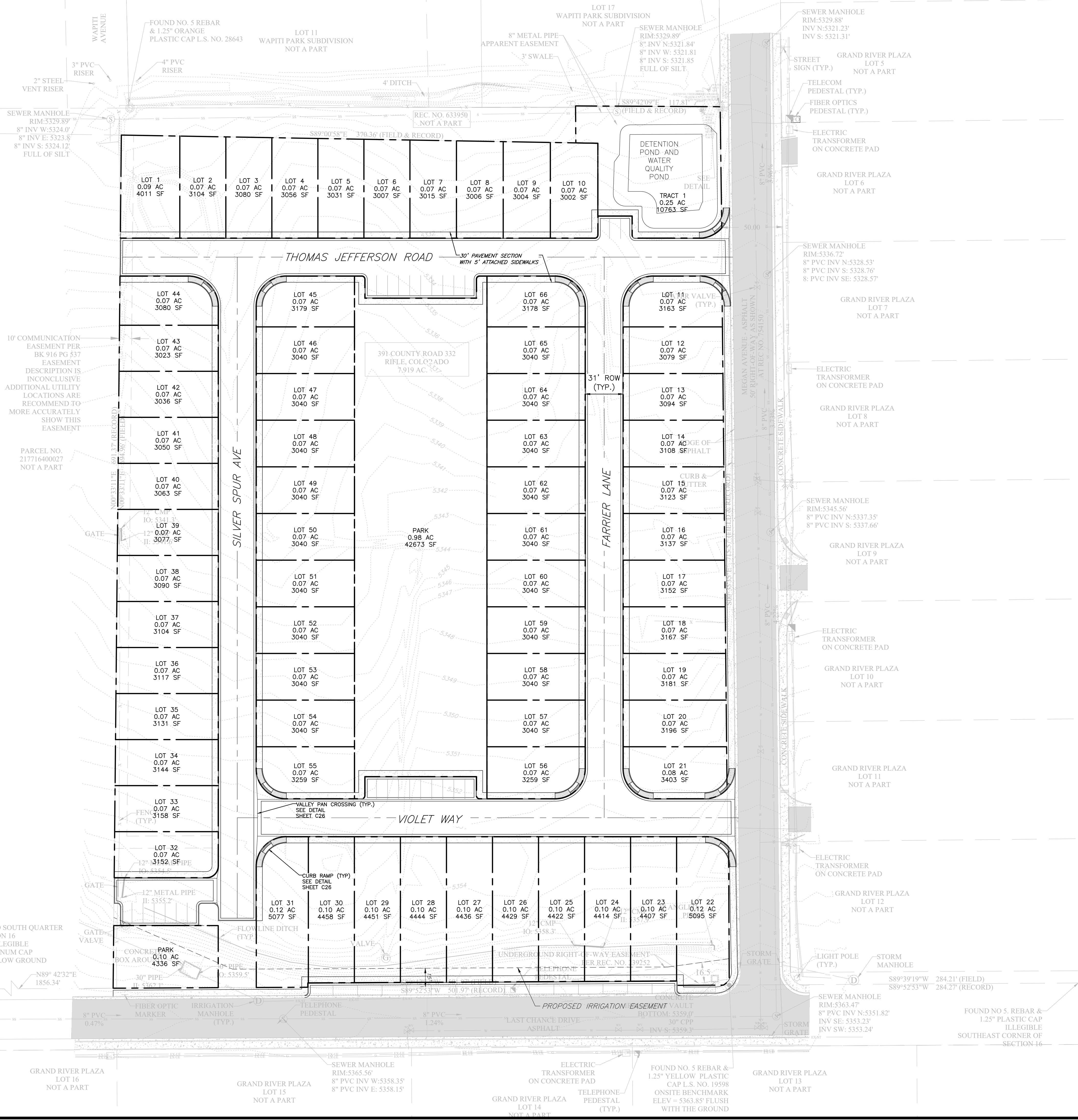
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Phone: 970-665-6490



10. Parking will include 2 spaces for each lot as well as parking allowed on one side of each street. ~~There will also be additional parking spaces throughout the proposed development (see preliminary plan, approx. 40 spaces).~~
11. All properties shall be developed with a storage shed and located in the rear yard of the lot.
12. Siding options shall not be replicated on adjoining lots.
13. Internal sidewalks shall be five feet in width.

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

Eco Dwelling - Fritzlan Property
Eco Dwelling LLC

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Job No. 2022-235.001
Drawn by: JC
Print Date: 11/02/2022
QC: XX PE: JSS
File: Fritzlan-SitePlan
Title: Site Plan
Dwg No. C6
or: 29

TRAFFIC IMPACT ASSESSMENT

ECO DWELLING - FRITZLAN



November 2022

Prepared by



DAN COKLEY, PE
LICENSE NO. 29799
11/21/22

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Appendix A - Trip Generation

1.0 Introduction

This study is prepared in accordance with standards associated with a CDOT Level Two Traffic Impact Assessment (TIA) and is intended to satisfy City of Rifle traffic study requirements. The ECO Dwelling development located west of Megan Avenue and north of Last Chance Drive, immediately west of Grand River Hospital (GRH) in Rifle, Colorado. This TIA provides estimates for peak hour traffic generation for the ECO Dwelling development. The purpose of this traffic assessment is to document the existing traffic conditions in the vicinity of the site, analyze the trip generation and trip distribution of the proposed development and provide a recommendation for operational impacts to the city road system. Access to the site will be provided from Megan Avenue to Airport Road, this intersection is fully developed and signalized.

The roughly 8-acre ECO Dwelling property currently contains a single-family home and construction storage yard and is proposed to consist of 66 single family homes.

The site is shown shaded and outlined in red with the project access shown by the blue star. Access locations to Megan Avenue are noted by the blue stars. Last Chance Drive can also provide access to the south and west. The primary access intersection, Megan Ave and Airport Road is noted by the red star. See Figure 1 below.



FIGURE 1 - PROJECT AREA

2.0 Project Description

The proposed site development shown in Figure 2 is proposed west of the Grand River Hospital and will consist of 66 single family homes.



FIGURE 2 - PROPOSED SITE DEVELOPMENT PLAN

3.0 Methodology and Assumptions

This traffic analysis has been prepared in accordance with section 2.3(5) of the State Highway Access Code (Code) and the City of Rifle traffic engineering standards. The assumptions and methodology will provide a conservative analysis for the purposes of assessing traffic impacts resulting from buildout of the proposed development.

To provide a conservative analysis of site traffic impacts, no reductions of site traffic were assumed for multi-modal trips made by users or residents of the development. Users and residents may decide to make pedestrian, bicycle, transit, or other trips rather than using their personal car, which should lessen the overall impact of the site when compared to the results of this analysis.

4.0 Existing Traffic Conditions

4.1 Local Circulation Network

Megan Avenue is the north-south local road within the City of Rifle. The roadway consists of a wide 30 ft two lane paved cross section that is striped with two northbound approach lanes (right and thru/left) with curb, gutter, and sidewalk on each edge. The speed limit is not posted and assumed to be statutory 25 mph.

Airport Road is a five-lane arterial roadway with two travel lanes in each direction and a Two-Way Left Turn Lane (TWLT) with curb, gutter, and sidewalk each side. The posted speed in the vicinity of the intersection is 35 mph.

Last Chance Drive is an east - west collector roadway that serves southwest Rifle and Garfield County, mainly the hospital and oil and gas traffic. Its intersection with Megan Drive is signalized.

5.0 Trip Generation

5.1 Project Trip Generation

ITE's Trip Generation (11th Edition) was used to provide trip generation rates for the proposed development single family homes.

TABLE 1 - ESTIMATED WEEKDAY TRAFFIC GENERATION SUMMARY

				Weekday Design Hour Traffic			
				AM	AM	PM	PM
Land Use	Number of Units	ITE Code	Weekday Traffic	IN	OUT	IN	OUT
Single Family Detached	66	210	688	13	38	42	25

5.2 Trip Distribution and Assignment

The distribution and assignment of site generated trips is based on information found in the Master Transportation Plan. The trip distribution is conservatively oriented to the north the percentages used in the analysis are shown below.

- 100% north-oriented Megan Ave
- 20% east-oriented on Airport Road
- 80% west-oriented on Airport Road

5.3 Project Generated Traffic Volumes

The developed project traffic volumes are provided in the figure on the following page.

Weekday AM					
		<----- Airport Road ----->			
	10				3
		30		8	
		Megan Ave			
Weekday PM					
		<----- Airport Road ----->			
	34				8
		20		5	
		Megan Ave			

FIGURE 3 - PROJECT TRAFFIC ASSIGNMENT

5.4 Turn Lane Assessment

- Traffic volumes of >25 vph require a left turn lane and >50 vph require a right turn lane based on CDOT State Highway Access Code guidelines. The City does not have auxiliary lane standards.
- Megan Avenue approach to Airport Road the existing right and thru/left two lane approach is adequate to convey the AM and PM design hour traffic volumes.
- For the two Megan Avenue project accesses, the project generated traffic is distributed 50/50 to each access. That results in
 - Inbound southbound right turn design hour volumes (DHF) of 6 AM and 21 PM - no right turn lane required
 - Outbound eastbound left turn DHF of 19 AM and 12 PM - Given that there is literally no right turn or through traffic, a single lane project approach will adequately serve the project.

5.5 Sight Distance and Access Conditions

The project access intersections with Megan Avenue have adequate sight distance for traffic entering the 25-mph roadway, although the development should maintain the sight triangle during the development of landscaping plans for the project entrances.

6.0 Conclusions and Proposed Mitigation Measures

6.1 Summary of Conclusions

- The project generated traffic can adequately be handled by the existing roadway infrastructure.

6.2 Proposed Mitigation Measures

- None

February 10, 2023

Mr. John Kuersten
Kuersten Construction
13 Powerline Road
Rifle, Colorado 81650

**RE: Fritzlan Subdivision
Water and Sewer Report**

Dear John,

At the City's request, please let this letter serve to be the requested Water and Sewer Report for the Fritzlan Subdivision Annexation in South Rifle. Please note that our analysis is based upon the City's 2006 Water/Wastewater Business Plan prepared by SGM as well as the proposed annexation documents and preliminary planning documents for Fritzlan Subdivision. From the planning documents, it is noted that the proposed number of units or EQR is 66 for the Fritzlan Subdivision.

Wastewater System

From Figure 1 that follows, you will note that the proposed Fritzlan Subdivision lies within the South Rifle Business Park Planning area within the Business Plan. This plan, when written, was focused on accommodating "infill" development within the City. Any existing infrastructure that was not capable of accommodating the "infill" development would be identified as needing to be expanded (in capacity), have a budget identified with the expansion and timing or "trigger" for expansion needs. For this property and all properties within this planning area yet to be built out, they were considered as "built out" in this business plan for both water and wastewater business planning.

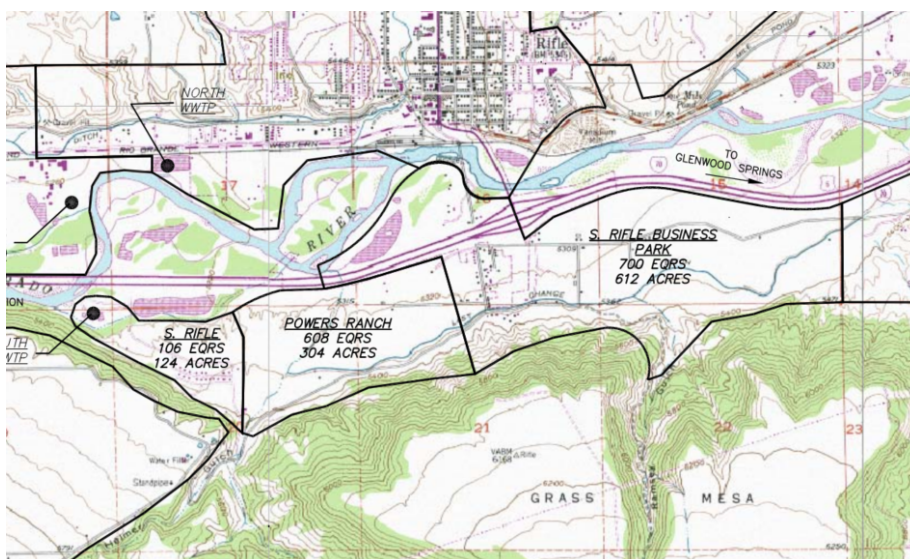


Figure 1-Figure 1.1 from Business Plan - Planning Areas Map

As is noted in Figure 1, the total acreage in the South Rifle Business Park planning area is 612 acres while the total acreage from the report indicates that as of 2006, only 43 acres of the properties remained to be annexed, zoned and developed. The Fritzlan property was one of those parcels (at 7.1 acres).

Wastewater flows from the Fritzlan property are noted to be 66 EQR which will tie into the South Rifle Planning area interceptor which are noted at serving an existing 109 EQR against a capacity of 1969 EQR. An 8" line will collect flows from the property and transport it to the South Rifle Planning area interceptor. This line has a minimum capacity of 908 EQR. Thus ample capacity exists in the collection lines for inclusion of the Fritzlan property at 66 EQR.

The wastewater treatment plant has a permit limit of 2.0 MGD. As of February 2023, the most recent data (from EPA/CDPHE) indicates that the average daily flow is at 0.74 MGD. With the average daily flow from 66 EQR at 0.043 MGD, plenty of capacity remains in the WWTP after inclusion of this property.

Water System

As can be noted on the preliminary planning documents already prepared for this project, the intended method of provided potable water service and fire flows are from the City of Rifle 10" line that currently exists in Megan Avenue. A looped waterline system will be proposed to allow future maintenance and service to occur concurrently. The Megan Avenue water line, itself has two (2) feeds to it as well. One feed from the north (12"), in Airport Road, and one feed from the south (10"), in Last Chance Drive. As noted, an 8-inch main in the roadway(s) and a typical residential water service is anticipated. The proposal will be to provide ¾" water service lines with an individual meter and curb stop to each lot developed. Static pressures are in excess of 85 psi in this area, which will require a PRV on each individual home. For the 66 EQR and 15 gpm per unit, an instantaneous peak flow is anticipated at 990 gpm which is well below the anticipated fire flows in excess of 2500 gpm for adjacent fire flows in Megan, Airport Road and on site for this subdivision with the looped waterline.

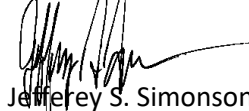
The site has irrigation taps which may be available for lawn (or at least park use) use therefore site watering can be from this irrigation system in lieu of the City potable system. It is anticipated that coordination with the City will ensue to determine such.

The City recently completed it's construction of the new WTF. The design and planning for this facility included the provision of water service to these planning areas. In fact, the City's water distribution, storage and treatment capacity has already included these lands being "built out" and have ample capacity to provide domestic water service as well as fire flow/storage and even irrigation (if need be).

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

Respectfully,

SGM



Jeffrey S. Simonson, PE
Principal

Geir Sverdrup

From: Craig Spaulding
Sent: Wednesday, January 04, 2023 11:06 AM
To: Robert Burns; Geir Sverdrup; Tommy Klein; Debra Funston; Brian Prunty; Erica Gentry; Chris@mountaincross-eng.com; 'James S. Neu'
Cc: Patrick Waller; Casey Boren
Subject: RE: 2022-036 Fritzland Ranch Annexation

My initial comments for discussion

- Megan ROW should be continued
- Water Rights-I would recommend obtaining the water rights.
- There needs to be confirmation that all existing sewer is disconnected from the City system.
- Some sort of confirmation that the ditch is properly piped.
- The sidewalk on Megan needs to match the width of the existing walk.



Craig Spaulding

Civil Engineer
City of Rifle

Cell 970.309.1267
Off. 970.665.6556

From: Robert Burns <rburns@rifleco.org>
Sent: Tuesday, December 27, 2022 7:41 AM
To: Geir Sverdrup <gsverdrup@rifleco.org>; Tommy Klein <tklein@rifleco.org>; Debra Funston <dfunston@rifleco.org>; Craig Spaulding <cspaulding@rifleco.org>; Brian Prunty <bprunty@rifleco.org>; Erica Gentry <egentry@rifleco.org>; Orrin.Moon@Crfr.us; Samantha Wakefield (samantha.l.wakefield@xcelenergy.com) <samantha.l.wakefield@xcelenergy.com>; Chris@mountaincross-eng.com; 'James S. Neu' <jsn@mountainlawfirm.com>; Sheryl Bower <sbower@garfield-county.com>
Cc: Patrick Waller <pwaller@rifleco.org>; Casey Boren <cboren@rifleco.org>
Subject: RE: 2022-036 Fritzland Ranch Annexation

I have no concerns with the conceptual or annexation proposal.

When we get to the design phase of utilities we will likely have some input

Robert P. Burns – Utility Director
City of Rifle, Colorado – Utility Department
“Promoting Positive Growth Through Responsible Resource Management”
970-665-6599

From: Geir Sverdrup
Sent: Thursday, December 22, 2022 11:31 AM

To: Tommy Klein; Debra Funston; Craig Spaulding; Brian Prunty; Erica Gentry; Orrin.Moon@Crfr.us; Samantha Wakefield (samantha.l.wakefield@xcelenergy.com); Chris@mountaincross-eng.com; 'James S. Neu'; Robert Burns; Sheryl Bower
Cc: Patrick Waller
Subject: 2022-036 Fritzland Ranch Annexation

Good Morning All

Please find attached the application and supporting materials for the Fritzland Ranch proposed annexation into the City of Rifle.

The property in question is located at the northwest corner of Last Chance Drive and Megan Avenue, adjacent to Grand River Hospital.

Please return comments to the Planning Department on or before Monday January 9, 2023.

Thank You

Geir Sverdrup
Senior Planner
City of Rifle, CO
(970) 665-6497
gsverdrup@rifleco.org

Geir Sverdrup

From: Erica Gentry
Sent: Thursday, December 22, 2022 12:07 PM
To: Geir Sverdrup
Subject: RE: 2022-036 Fritzland Ranch Annexation

Thank you Geir,

GIS will require a digital (CAD, dwg, dxf, shp etc.) layer of the final annexation plat containing the boundary line annexation. Layer submitted must overlay and be compatible with the City's GIS system established in UTM Zone 13 Nad 83.

Erica

From: Geir Sverdrup <gsverdrup@rifleco.org>
Sent: Thursday, December 22, 2022 11:31 AM
To: Tommy Klein <tklein@rifleco.org>; Debra Funston <dfunston@rifleco.org>; Craig Spaulding <cspaulding@rifleco.org>; Brian Prunty <bprunty@rifleco.org>; Erica Gentry <egentry@rifleco.org>; Orrin.Moon@Crfr.us; Samantha Wakefield (samantha.l.wakefield@xcelenergy.com) <samantha.l.wakefield@xcelenergy.com>; Chris@mountaincross-eng.com; 'James S. Neu' <jsn@mountainlawfirm.com>; Robert Burns <rburns@rifleco.org>; Sheryl Bower <sbower@garfield-county.com>
Cc: Patrick Waller <pwaller@rifleco.org>
Subject: 2022-036 Fritzland Ranch Annexation

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Senior Planner
City of Rifle, CO
(970) 665-6497
gsverdrup@rifleco.org

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Cc: Patrick Waller; Casey Boren
Subject: RE: 2022-036 Fritzland Ranch Annexation

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When we get to the design phase of utilities we will likely have some input

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City of Rifle, Colorado – Utility Department
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Sent: Thursday, December 22, 2022 11:31 AM
To: Tommy Klein; Debra Funston; Craig Spaulding; Brian Prunty; Erica Gentry; Orrin.Moon@Crfr.us; Samantha Wakefield (samantha.l.wakefield@xcelenergy.com); Chris@mountaincross-eng.com; 'James S. Neu'; Robert Burns; Sheryl Bower
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Thank You

Geir Sverdrup
Senior Planner
City of Rifle, CO
(970) 665-6497
gsverdrup@rifleco.org

Geir Sverdrup

From: Orrin Moon <Orrin.Moon@Crfr.us>
Sent: Thursday, January 12, 2023 12:59 PM
To: Geir Sverdrup
Subject: RE: 2022-036 Fritzland Ranch Annexation

Geir,
I have reviewed the general concept of the proposed subdivision and believe that CRFR has no issues with the subdivision as proposed. Once I receive civil plans, I will be looking at street names, addressing, fire hydrant locations-flows, road way parking, road widths, and general emergency access. We believe that this proposed subdivision is ok to move forward into the P & Z process.

Thank You,

Orrin D. Moon
Prevention Division Chief/Fire Marshal
Colorado River Fire Rescue
970-625-1243
orrin.moon@crfr.us



From: Geir Sverdrup <gsverdrup@rifleco.org>
Sent: Thursday, December 22, 2022 11:31 AM

To: Tommy Klein <tklein@rifleco.org>; Debra Funston <dfunston@rifleco.org>; Craig Spaulding <cspaulding@rifleco.org>; Brian Prunty <bprunty@rifleco.org>; Erica Gentry <egentry@rifleco.org>; Orrin Moon <Orrin.Moon@Crfr.us>; Samantha Wakefield (samantha.l.wakefield@xcelenergy.com) <samantha.l.wakefield@xcelenergy.com>; Chris@mountaincross-eng.com; 'James S. Neu' <jsn@mountainlawfirm.com>; Robert Burns <rburns@rifleco.org>; Sheryl Bower <sbower@garfield-county.com>
Cc: Patrick Waller <pwaller@rifleco.org>
Subject: 2022-036 Fritzland Ranch Annexation

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Thank You

Geir Sverdrup
Senior Planner
City of Rifle, CO
(970) 665-6497
gsverdrup@rifleco.org

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Geir Sverdrup

From: Sheryl Bower <sbower@garfield-county.com>
Sent: Friday, January 06, 2023 2:45 PM
To: Geir Sverdrup
Subject: RE: 2022-036 Fritzland Ranch Annexation

Hi Geir, Typically when we review annexation referral request are primary concerns are the following:

1. Is the proposal consistent with Rifle's Comp Plan.
2. Does the proposal access County roads that should also be annexed.
3. Does the proposal impact any County infrastructure.
4. And is the request 10 or more acres (thereby requiring an annexation impact report be submitted).

We took a look at the proposal, and it appears that it is consistent with the City of Rifle Comp Plan, the adjoining roads are within the City (according to a discussion I had with Patrick Waller, Planning Director), the proposal will not impact County infrastructure and the proposed annexation is less than 10 acres. Therefore, Garfield County Community Development does not have any comments on the proposal.

Please do not hesitate to contact me if you have any questions.

Regards,

Sheryl L Bower, AICP

Garfield County
Community Development Director
108 8th Street , Suite 401
Glenwood Springs, CO 81601
970-945-1377 (1605)

From: Geir Sverdrup <gsverdrup@rifleco.org>
Sent: Thursday, December 22, 2022 11:31 AM
To: Tommy Klein <tklein@rifleco.org>; Debra Funston <dfunston@rifleco.org>; Craig Spaulding <cspaulding@rifleco.org>; Brian Prunty <bprunty@rifleco.org>; Erica Gentry <egentry@rifleco.org>; orrin.moon <orrin.moon@crfr.us>; Samantha Wakefield (samantha.l.wakefield@xcelenergy.com) <samantha.l.wakefield@xcelenergy.com>; Chris@mountaincross-eng.com; 'James S. Neu' <jsn@mountainlawfirm.com>; Robert Burns <rburns@rifleco.org>; Sheryl Bower <sbower@garfield-county.com>
Cc: Patrick Waller <pwaller@rifleco.org>
Subject: 2022-036 Fritzland Ranch Annexation

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Thank You

Geir Sverdrup
Senior Planner
City of Rifle, CO
(970) 665-6497
gsverdrup@rifleco.org

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**MOUNTAIN CROSS
ENGINEERING, INC.**

Civil and Environmental Consulting and Design

January 9, 2023

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

RE: Fritzlan Ranch Annexation: 2022-042

Dear Geir:

This office has performed a review of the documents provided for the Fritzlan Ranch Annexation. No comments that would prevent annexation were generated. The review did generate the following comments for future applications:

1. The Traffic Impact Assessment should be expanded to explain connections to surrounding streets.
2. Sewer and water infrastructure and treatment capacities for the proposed density should be verified.
3. Proposed sidewalk widths appear to be narrow.
4. Proposed on-street parking should be better explained.

It is anticipated that other comments will be generated as the design process progresses. Feel free to call if you have any questions or comments.

Sincerely,
Mountain Cross Engineering, Inc.

Chris Hale, PE

**FRITZLAN ECO DWELLING
ANNEXATION AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2023 by and between the CITY OF RIFLE, COLORADO, a Colorado home-rule municipality (hereinafter the “City”), and ECO DWELLING, LLC, a Colorado limited liability company (“Owner”).

W I T N E S S E T H:

WHEREAS, Owner 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 of Rifle a certain unincorporated tract of land located in the County of Garfield, State of Colorado, known as the Fritzlan Eco Dwelling Annexation described on Exhibit A, attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, the Rifle City Council held a duly noticed public hearing annexing the Property on April 19, 2023 by Ordinance No. 8, Series of 2023, and by Ordinance No. 9, Series of 2023 zoned the Property Medium Density Residential Planned Unit Development (MDR-PUD) Zone District; and

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

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

1. Purpose. The purpose of this document as an annexation agreement is to set forth the terms and conditions of the annexation of the Property. Moreover, the parties agree and acknowledge that it is their intent that this Agreement shall be enforceable as an annexation agreement, and that Owner waives any objection to the enforcement of this document as a contractual obligation consistent with annexation agreements. Thus, this Agreement is intended to provide a contractual relationship between the City and Owner to ensure compliance with all requirements contained herein, including, but not limited to restrictions upon the zoning of the Property stated herein. All conditions herein are in addition to any and all requirements of the City of Rifle Municipal Code (hereinafter the “Code”) and any and all state statutes.

2. Binding Effect.

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

forth herein, or on any Final Subdivision Plat or in any other development approval document, and any exhibits or attachments thereto.

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

3. Development Proposal. The Rifle Planning Commission on March 28, 2023 recommended Medium Density Residential PUD (“MDR-PUD”) zoning for the Property subject to conditions stated in the Planning Department’s staff report, as amended during the City Council’s review of the Annexation, regarding the application, which conditions are incorporated herein by this reference. In conjunction with its review of the Annexation, the Planning Commission reviewed a concept site plan for the Property which proposes the subdivision of the Property into 66 single family lots that will be developed with approximately 900 square-foot, two-bedroom units that are built by Owner and onsite individual storage units. The proposal also includes two parks: 0.98 acres and 0.10 acres.

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

- a. Processing Fees. All fees and costs hereto incurred by the City, including but not limited to engineering, surveying, and legal services rendered in connection with the review, preparation, negotiation, resolution, and finalization of any annexation, zoning, and subdivision review of the Property by the City, including recording fees, costs of legal publication, and any and all other out-of-pocket costs incurred by the City shall be paid by Owner. Interest shall be imposed at rate of 1.5% per month on all balances not paid within thirty (30) days of the date of the statement. In addition to any and all remedies available to the City and in the event the City is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the City shall be entitled to collect attorney’s fees and costs incurred in said collection efforts in addition to the amount due and unpaid.
- b. Water Rights Dedication Fees. Owner shall comply with the water rights dedication requirements under RMC Section 13-6-10, et. seq, as it may be amended. Owner shall construct a raw water irrigation system for the Property serving all individual lots, parks and open space. The City acknowledges that the raw water irrigation system for the Property will affect the water rights dedication requirements as provided in RMC Section 13-7-10, et. seq. Because Owner is still working on a final development plan for the Property, the final determination of water rights dedication shall be deferred until Owner provides a PUD Preliminary Development Plan to the City for its review and approval.
- c. Parkland Dedication Fees/Credit. As a condition of annexation of the Property, Developer agrees it has the obligation to comply with the City parkland

dedication requirement proscribed in the Code at §§16-1-90 and 16-4-110. Because Owner is still working on a final development plan for the Property, the final determination of parkland dedication shall be deferred until Owner provides a PUD Preliminary Development Plan to the City for its review and approval, including credits toward Owner's dedication requirement.

- d. Offsite and Onsite Street Impact Mitigation. As a condition of annexation of the Property to the City, Owner agrees and acknowledges that offsite street impact fees are due for the development of the Property pursuant to Code at §16-1-100. Owner shall convey to the City by separate deed at the time of Final Subdivision approval the western portion of the Property to align with the future extension of Wapiti Avenue. This strip of property shall be maintained by the HOA until Wapiti Avenue is extended. Owner shall also construct sidewalks to complete Megan Avenue and Last Chance Drive to the Property in compliance with the City of Rifle Public Works Manual and improve Last Chance Drive with additional parking. Further, Owner shall construct all internal sidewalks to at least five feet in width.
 - e. Fees as a Condition of Annexation. Any fees that may be required by this Agreement and the Code to be paid by Owner shall continue to be an obligation of Owner, and subsequent lot owners, even if the Code provisions are declared to be invalid. Payment of such fees pursuant to this Agreement is agreed to by and between the parties as a condition of annexation and, as such, Owner agrees that all such fees, whether in effect in the City by ordinance or not (if repealed or not in effect, the last fee in effect shall apply and be paid), shall be imposed on them and as a condition of any development review. Owner further agrees not to contest the validity of such fees or any ordinance imposing such fees as they pertain to the Property. This obligation to pay such fees shall be a covenant running with the land and shall bind Owner and any party succeeding to any interest of Owner in and to any part of the Property which has not been granted Final Subdivision Plat approval, and to any future lot owners, both as provided for in Section 2 above. Further, because Owner has not submitted a final development proposal for the Property, the City has not had the opportunity to analyze any additional impacts of the development on the City. Therefore, the final determination of any impact fees or other impact mitigation shall be deferred until Owner provides a PUD Preliminary Development Plan to the City for its review and approval as if those mitigation measures were negotiated prior to annexation.
5. General Conditions for the Property.
- a. Annexation Impact Mitigation. Owner agrees to fully mitigate the impacts of the development of the Property. As part of consideration of annexation of the Property and prior to the PUD Preliminary Development Plan approval, the parties will analyze the anticipated impacts of the development, including traffic, roads, water, sewer, drainage (both on-site and off-site), parks, recreation,

schools, fire protection, police protection, affordable housing and any other impacts attributable to the development of the Property. The impacts and specific mitigation measures shall be identified upon the submittal of a PUD Preliminary Development Plan and addressed in an amendment to this Agreement or in subdivision improvements agreements associated with the Development Plan or Final Plat as if those mitigation measures were negotiated prior to annexation.

- b. Subdivision Improvements Agreement. Owner agrees to enter into a Subdivision Improvements Agreement as a condition of any Final Subdivision Plat approval for the Property in the forms then in use by the City and as approved by the City Attorney.
 - c. Park(s). Owner shall construct an improved park on the Property with the first phase of development in compliance with the plans and cost estimates approved by the City in the PUD Preliminary Development Plan. The Homeowners Association shall own and maintain the park and it shall be open to the public.
 - d. Lot Landscaping. Owner shall require yard landscaping of each lot, which requirements shall be stated in the Covenants for the Property and at a minimum require the landscaping set forth in the landscape plan reviewed and approved by the City as part of the PUD Preliminary Development Plan. All yards shall be landscaped within ninety (90) days of closing on a dwelling unit, or May 1 if a dwelling is purchased after October 15. If a dwelling unit is constructed for speculative or rental purposes by Owner, landscaping shall be installed within ninety (90) days of the Building Official's final inspection, or May 1 if the inspection occurs after October 15.
 - e. Fence Plan. Owner shall provide the City for its review and approval a fence plan for the Property and individual lots as part of the PUD Preliminary Development Plan, which fence plan will be incorporated into the Covenants for the Property.
 - f. Noxious Weed Control/Maintenance. Owner agrees and acknowledges that it shall, pending and during development of the Property, control the growth of noxious weeds on all parcels within the Property as required by the Rifle Municipal Code and maintain the Property.
 - g. Covenants and Restrictions. Owner agrees to provide a draft Declaration of Covenants and Restrictions for the Property at the time of the PUD Preliminary Development Plan submittal for review and approval by the City setting forth at a minimum the maintenance, repair, and replacement obligations of the HOA of the roads, sidewalks, parks, open space, perimeter fencing, raw water irrigation system, and the landscaping, design and use restriction on individual lots.
6. Zoning. Owner hereby consents to zoning for the Property as set forth in Ordinance No. 9, Series of 2023 zoning the Property Medium Density Residential Planned Unit Development (MDR-PUD) Zone District and the PUD requirements contained therein.

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

- a. The refusal to issue any building permit or Certificate of Occupancy to Owner; provided, however, that this remedy shall not be available to the City until after the affidavit described in subparagraph b., below, has been recorded; provided further this remedy shall not be available against a bona fide third party.
- b. The recording with the Garfield County Clerk and Recorder of an affidavit, approved in writing by the City Attorney and signed by the City Manager or his designee, stating that the terms and conditions of this Agreement have been breached by Owner. At the next regularly scheduled City Council meeting, the City Council shall either approve the filing of said affidavit or direct the City Manager to file a second affidavit stating that the default has been cured and nullifying the previous affidavit. Upon the recording of such an affidavit, no further parcels or portions thereof may be sold until the default has been cured; an affidavit signed by the City Manager or his designee and approved by the City Council stating that the default has been cured shall remove this restriction;
- c. A demand that any security given for completion of the public improvements be paid or honored;
- d. The refusal to allow further development review for the Property; or
- e. Any other remedy available in equity or at law.

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

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

9. Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the parties and is the total integrated agreement between the parties.

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

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

12. Indemnity.

- a. To the fullest extent permitted by law, Owner shall indemnify and hold harmless the City and the City's agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, provided that such claim, damage, loss, or expense arises out of or from the following circumstances: any and all claims which may arise as a result of approving the annexation, any approval given during development review of the Property or, except to the extent of any actual negligence on the part of the City, its agents, and employees, in connection with any road enlargement, extension, realignment, improvement, or maintenance, or approval thereof, or any operation, maintenance, repair or replacement of the raw water irrigation and sprinkler system within the Property, or any other item contained in this Agreement.
- b. Owner shall reimburse the City at the City's direction for all legal fees, expenses, and costs incurred in any action brought against the City as a result of the City's approval of this annexation, and shall reimburse the City for all costs, including attorneys' fees and costs associated with any referendum election, the review of petition for referendum, protest, or any other challenge procedures to the annexation and zoning. However, nothing herein shall obligate or compel the City to take any position, stand, or proceed with any action or referendum position other than as the City Council, in its sole discretion, decides.

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

would necessarily result in a majority of the electors' approval to the annexation and the terms and conditions.

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

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

16. Notice. All notices required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to the City:	City of Rifle P.O. Box 1908 Rifle, Colorado 81650
With copy to:	Karp Neu Hanlon, P.C. P. O. Drawer 2030 Glenwood Springs, Colorado 81602
Notice to Owner:	Eco Dwelling, LLC 5 Powerline Road Rifle, Colorado 81650

17. Title Policy. Whenever there appears a requirement to dedicate land to the City, Owner shall provide a title policy which shall indicate that the property is free and clear of all encumbrances, except severed mineral rights, whatsoever which would impair the use of the property as proposed in this Agreement or in any further document. Further, said title policy shall show that the property to be dedicated to the City is free and clear of all encumbrances which would make said dedications unacceptable to the City as the City, in its sole discretion, determines. Should such title policy reflect encumbrances which may impair the use of the property as proposed or which would make the public dedications unacceptable, the City shall notify Owner, who shall have sixty (60) days to cure or otherwise remove said encumbrances to the satisfaction of the City Attorney. If said encumbrances are not cured or removed, the City

may take whatever action or seek whatever remedies it deems advisable, including without limitation disconnection from the City or withholding of any development review approval.

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

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

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

Clerk

ECO DWELLING, LLC

By _____
Title _____

STATE OF _____)
) ss.
COUNTY OF _____)

Acknowledged before me this _____ day of _____ 2023 by
_____ as _____ of Eco Dwelling, LLC.

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

Notary Public

EXHIBIT A

A tract of land being a portion of those properties described in Reception Nos. 271009 and 194149 of the Garfield County Records. Said tract of land also being a portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 16, Township 6 South, Range 93 West of the 6th Principal Meridian, described as follows:

Commencing at the southeast corner of said Section 16; thence North 89°52'53" West along the South line of said Section 16, a distance of 284.27 feet to the POINT OF BEGINNING; thence North 89°52'53" West continuing along said Section line, a distance of 501.97 feet to the southeast corner of that property described as Reception No. 243124 of the Garfield County Records; thence North 00°33'11" East along the east boundary of said property, a distance of 691.37 feet to a point on the south boundary of that property described as Reception No. 633950 of the Garfield County Records; thence along said southerly boundary South 89°00'58" East a distance of 370.36 feet to the southeast corner of said property; thence along the east boundary of said property North 00°25'42" West a distance of 30.12 feet; thence leaving said east boundary South 89°42'09" East a distance of 117.81 feet to a point on the west boundary of that property described as Reception No. 610069 of the Garfield County Records; thence South 00°35'35" East along said west boundary, a distance of 715.57 feet to the Point of Beginning.

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 8
SERIES OF 2023**

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

WHEREAS, in July 2022, Eco Dwelling, 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 Fritzlan 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. 7, Series of 2023 specified that the City Council would hold a hearing on the proposed annexation at its regular meeting on April 19, 2023; and

WHEREAS, pursuant to C.R.S. §§31-12-108 to -110, the City Council on April 19, 2023 held a duly-noticed public hearing to consider the proposed annexation; and

WHEREAS, notice of such hearing was published on March 9, 16, 23, 30 and April 6, 2023 in the *Citizen Telegram* newspaper; and

WHEREAS, the City Council by Resolution No. 11, Series of 2023, set forth its Findings of Fact, Determinations and Conclusions with regard to annexation to the City of the Annexation of the Property.

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 property is hereby annexed to and made a part of the City of Rifle, subject to the terms and conditions of that certain Annexation Agreement which is also hereby approved.
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 April 19, 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 May 3, 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

A tract of land being a portion of those properties described in Reception Nos. 271009 and 194149 of the Garfield County Records. Said tract of land also being a portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 16, Township 6 South, Range 93 West of the 6th Principal Meridian, described as follows:

Commencing at the southeast corner of said Section 16; thence North 89°52'53" West along the South line of said Section 16, a distance of 284.27 feet to the POINT OF BEGINNING; thence North 89°52'53" West continuing along said Section line, a distance of 501.97 feet to the southeast corner of that property described as Reception No. 243124 of the Garfield County Records; thence North 00°33'11" East along the east boundary of said property, a distance of 691.37 feet to a point on the south boundary of that property described as Reception No. 633950 of the Garfield County Records; thence along said southerly boundary South 89°00'58" East a distance of 370.36 feet to the southeast corner of said property; thence along the east boundary of said property North 00°25'42" West a distance of 30.12 feet; thence leaving said east boundary South 89°42'09" East a distance of 117.81 feet to a point on the west boundary of that property described as Reception No. 610069 of the Garfield County Records; thence South 00°35'35" East along said west boundary, a distance of 715.57 feet to the Point of Beginning.

**CITY OF RIFLE, COLORADO
ORDINANCE NO. 9
SERIES OF 2023**

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO ZONING
CERTAIN REAL PROPERTY KNOWN AS THE FRITZLAN ANNEXATION
MEDIUM DENSITY RESIDENTIAL PLANNED UNIT DEVELOPMENT
(MDR-PUD) ZONE DISTRICT

WHEREAS, in July 2022, Eco Dwelling, 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 Fritzlan Annexation described on Exhibit A, attached hereto and incorporated herein by reference (hereinafter the “Property”); and

WHEREAS, by Ordinance No. 8, Series of 2023 the City of Rifle annexed the Property to the City; and

WHEREAS, Petitioner has filed an application to zone the Property Medium Density Residential Planned Unit Development (MDR-PUD) Zone District, and on March 28, 2023 the City of Rifle Planning Commission considered the zoning application for the Property and recommended that the City Council zone the Property MDR-PUD Zone District; and

WHEREAS, as required by the Rifle Municipal Code, the public hearing on the zoning application for the Property was held on April 19, 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 Medium Density Residential Planned Unit Development (MDR-PUD) Zone District as set forth on Exhibit B.
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 April 19, 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 May 3, 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

A tract of land being a portion of those properties described in Reception Nos. 271009 and 194149 of the Garfield County Records. Said tract of land also being a portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 16, Township 6 South, Range 93 West of the 6th Principal Meridian, described as follows:

Commencing at the southeast corner of said Section 16; thence North 89°52'53" West along the South line of said Section 16, a distance of 284.27 feet to the POINT OF BEGINNING; thence North 89°52'53" West continuing along said Section line, a distance of 501.97 feet to the southeast corner of that property described as Reception No. 243124 of the Garfield County Records; thence North 00°33'11" East along the east boundary of said property, a distance of 691.37 feet to a point on the south boundary of that property described as Reception No. 633950 of the Garfield County Records; thence along said southerly boundary South 89°00'58" East a distance of 370.36 feet to the southeast corner of said property; thence along the east boundary of said property North 00°25'42" West a distance of 30.12 feet; thence leaving said east boundary South 89°42'09" East a distance of 117.81 feet to a point on the west boundary of that property described as Reception No. 610069 of the Garfield County Records; thence South 00°35'35" East along said west boundary, a distance of 715.57 feet to the Point of Beginning.

EXHIBIT B

Planned Unit Development Text

1. MDR Zoning to allow 3000sf minimum lot size
2. Setbacks/building envelope per lot plan provided by SGM. This includes a 5' side yard and 10' front and rear yard setbacks.
3. Allow carports and storage sheds to encroach setbacks.
 - a. Zero lot line setbacks.
 - b. Limited to one story and/or 16' tall for carports and 12' tall for storage sheds.
 - c. Storage sheds not to exceed 100sf.
4. Common areas/open space managed by HOA.
5. Use of Manufactured Housing, factory-built housing, pre-fabricated housing or pre-fabricated components to construct houses.
6. Request relief from RMC requirement to provide garages. No garages proposed or allowed.
7. Used for this PUD shall be limited to residential use only.
8. Parking will include 2 spaces for each lot as well as parking allowed on one side of each street.
9. All properties shall be developed with a storage shed and located in the rear yard of the lot.
10. Siding options shall not be replicated on adjoining lots.
11. Internal sidewalks shall be five feet in width.

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 11
SERIES OF 2023**

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

WHEREAS, in July 2022, Eco Dwelling, 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 Fritzlan Annexation described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the City Council by Resolution No. 7, Series of 2023, 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 April 19, 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 19th day of April, 2023.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

City Clerk

EXHIBIT A

A tract of land being a portion of those properties described in Reception Nos. 271009 and 194149 of the Garfield County Records. Said tract of land also being a portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 16, Township 6 South, Range 93 West of the 6th Principal Meridian, described as follows:

Commencing at the southeast corner of said Section 16; thence North 89°52'53" West along the South line of said Section 16, a distance of 284.27 feet to the POINT OF BEGINNING; thence North 89°52'53" West continuing along said Section line, a distance of 501.97 feet to the southeast corner of that property described as Reception No. 243124 of the Garfield County Records; thence North 00°33'11" East along the east boundary of said property, a distance of 691.37 feet to a point on the south boundary of that property described as Reception No. 633950 of the Garfield County Records; thence along said southerly boundary South 89°00'58" East a distance of 370.36 feet to the southeast corner of said property; thence along the east boundary of said property North 00°25'42" West a distance of 30.12 feet; thence leaving said east boundary South 89°42'09" East a distance of 117.81 feet to a point on the west boundary of that property described as Reception No. 610069 of the Garfield County Records; thence South 00°35'35" East along said west boundary, a distance of 715.57 feet to the Point of Beginning.

**CITY OF RIFLE, COLORADO
RESOLUTION NO. 12
SERIES OF 2023**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIFLE,
COLORADO, APPROVING AN ANNEXATION PLAN FOR THE FRITZLAN
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 Fritzlan 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 19th day of April, 2023.

CITY OF RIFLE, COLORADO

By: _____
Mayor

ATTEST:

City Clerk

EXHIBIT A

A tract of land being a portion of those properties described in Reception Nos. 271009 and 194149 of the Garfield County Records. Said tract of land also being a portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 16, Township 6 South, Range 93 West of the 6th Principal Meridian, described as follows:

Commencing at the southeast corner of said Section 16; thence North 89°52'53" West along the South line of said Section 16, a distance of 284.27 feet to the POINT OF BEGINNING; thence North 89°52'53" West continuing along said Section line, a distance of 501.97 feet to the southeast corner of that property described as Reception No. 243124 of the Garfield County Records; thence North 00°33'11" East along the east boundary of said property, a distance of 691.37 feet to a point on the south boundary of that property described as Reception No. 633950 of the Garfield County Records; thence along said southerly boundary South 89°00'58" East a distance of 370.36 feet to the southeast corner of said property; thence along the east boundary of said property North 00°25'42" West a distance of 30.12 feet; thence leaving said east boundary South 89°42'09" East a distance of 117.81 feet to a point on the west boundary of that property described as Reception No. 610069 of the Garfield County Records; thence South 00°35'35" East along said west boundary, a distance of 715.57 feet to the Point of Beginning.

April 14, 2023

Mayor Green and Rifle City Councilors

My husband and I have lived in Rifle for 27 years. My husband and his business partners were the first to build in the Rifle Business Park. We have established roots here. We are retired and had planned on our retirement here. Not so sure about that anymore.

On April 19th you will be considering approval of phase 2 of ECO Dwelling's overall massive development plan; the Fritzlan property.

Because production has not begun at the 14th St. Marketplace, are we a bit ahead of ourselves in approving the next phase, when we have no idea what Market Place will look like. This project is being sold to you all as affordable "home ownership". Do we actually know if any of the units will be sold to actual homeowners or will there be a wholesale deal with an investor who will lease/rent at whatever the market will bear?

Do you remember the sketch of the 14th St development that was presented to Council on the night you approved. It showed those big beautiful trees (@ the 20 year stage) that their brochure refers to. Beautifully landscaped developments. Well guess what. According to our City Planner there is no commitment for ANY landscaping in this development. According to Pat Waller there is no commitment in writing on ECO's part..zero! By the way, there is no room for trees between units with 5 foot easements and there is no front yard as there will be a concrete pad right up to the front door for parking two vehicles.

So what do we have here. A tight community of "mobiles without wheels" baking in the hot Colorado sun sitting next to a gas station.

Because of a lack of landscaping commitment on ECO's part, the City is now requiring ECO to present a landscaping plan, to be approved by the City, for the Fritzlan property. That property has water rights, which means lots of free available water for the "beautifully landscaped parks and common areas" advertised in their promotional brochure.

At the P&Z hearing for this property last month, Mr. Kuersten pushed back on the landscaping issue. He claimed NOT FAIR! He did however throw out the possibility of a Xeriscape plan for the common area. So what does that mean? Perhaps some stone and cactus? This property proposes over 60 units baking in the hot Colorado summer sun. Does not sound like the common area will be a pleasant place for families and children to enjoy. Just sayin'.

Once you allow for a massive amount of this kind of housing you can never turn that clock back. Four phases. 250 plus manufactured homes. What will this do to our property values. It will

totally throw our housing out of balance. You will destroy our small town character. What is enough and what is too much?

This type of housing will attract drugs and crime if these units become rentals. There goes the pride of ownership. These are not the beautifully finished and respectable Habitat homes with real landscaped common areas and a lovely park for the children.

The overall massive amount of units proposed in only a four year period will cause our amenities to be overrun. If you think you have issues with traffic on Whiteriver now; start anticipating what's coming if you entertain the annexation and full development of W. 16th St.

ECO is proposing 123 units total on W. 16th. That likely means a minimum of 246 vehicles that will ultimately cross over to Whiteriver to exit town. Are we willingly going to create some of those up valley nightmares? Forget about a traffic light. That's not going to do it. As our Police Chief said to me when I called her to discuss potential traffic flow and enforcement issues on 16th, she said "maybe we can run a gondola down Railroad Ave."

At last month's hearing for Fritzlan, Mr. Kuersten told P&Z Commissioners that he had a long list of interested home buyers. However, he said it's a free market and he could sell to investors. Not too difficult to read between the lines. Once again; actual affordable home ownership or unaffordable rentals. Don't be surprised if there is a wholesale deal with an investor in the works. How does this solve affordable home ownership for our residents?

Yes, these homes are half the price of an average Rifle home, but they are half the square footage as well, at a high square foot price. The interior finishes don't reflect the price. Cheaply made cabinetry of laminated fiberboard. There isn't a single closet in these units. Where do you store your coats, shoes, boots etc? Where do you hang your winter/summer clothing and outdoor gear? Are you supposed to store your clothing in boxes? Would you want to live this way? Even the tiny homes in Silt have quality interior finishes and some closet space.

If you remember, at the approval hearing for 14th St., Pat Waller interjected that the price ECO was quoting for these units was not a guarantee. Neither Mr. Aguirro or Mr. Kuersten pushed back on that statement. Mr. Kuersten had indicated in the past that the Fritzlan units will cost more than Marketplace. Affordable? You decide.

In regard to the potential interest by the RE2 school district and Grand River Hospital District in some type of housing deal for their employees, that Mr. Kuersten continually puts out there; let me tell you what I do know. John Oldham with RE2 told me the school district is "not" interested in being in the real estate business, not interested in being responsible for leasing and the headaches that go with that. Spoke to Annik Pruett, the community relations person at Grand River. I spoke to her the day before their board meeting in December, when they were to finalize their 2023 budget. I asked if involvement/investment with ECO Dwelling was on their agenda. She said "ECO DWELLING isn't even on our radar." So I ask you to please call John Oldham and Annik Pruett and put this unlikely potential to its final rest.

Lastly, Rifle shouldn't have to take on the responsibility of housing Aspen and up valley employees. Let Aspen, Basalt, and the up valley communities share the burden.

Why would you so easily be persuaded to destroy our small town character and let a Miami based company come to town and run all over us. Please wait to see the results of 14th St. before proceeding. Wait and see what landscaping plan ECO presents for Fritzlan that will make that development habitable.

So what is enough? What is too much? Frankly, if you go beyond Fritzlan, Rifle will be unrecognizable. If that happens, my husband and I will be looking for greener pastures.

Thanks for listening

Mary Bridges
Rifle

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Agenda Item #9.a.

Agenda Item Name:

Consider Appointments to the Senior Center Advisory Board

Presenter:

Tami Sours, Senior Center Director

Item Description:

The Senior Center Advisory Board received applications from five community members who desire to be board members. The Senior Advisory Board has reviewed applications and recommends appointing all five candidates. Three will be appointed to three-year terms; Alan Hayes, Pat Wood, and Gloria Strouse. Two will fill vacant positions, Nola Haynes for a one-year term and Kathy Boyd for a two-year term. All candidates are at least 60 years of age, citizens of the City of Rifle, and are very active participants in the Senior Center programs and activities.

Recommended Action:

Appoint Alan Hayes, Pat Wood, and Gloria Strouse to fill three-year terms; Nola Haynes to fill the vacant position for a one-year term; and Kathy Boyd to fill the vacant position for a two-year term.

Fiscal Impact:

None

Operational Impact:

None

Prior Board Motions:

N/A

Background Information:

The Senior Advisory Board is a board of seven members and two alternates. Each member serves a three-year term and can serve for two consecutive terms. All board members shall be at least 60 years of age and five of the nine members must be residents of the City of Rifle. Currently, all members are City of Rifle citizens. Current Board members are:

- Kathy Boyd, Board Chair
- Betty Clifford, Vice Chair
- Mildred Meeker
- Shirley Parks
- Lois Scriptor

The board shall recommend needed maintenance, repairs, capital improvements to the Senior Center to the Director who shall pass the recommendations to the City Manager. The board also recommends programs, recreation and education needs to the Director for consideration and helps promote programs to seniors.

Executive Summary:

None

Notification Requirements:

None

Prepared By:

Tami Sours, Senior Center Director

Attachments:

None



Agenda Item #9.b.

Agenda Item Name:

Consider the Re-Appointment of Milton Rodas, Rick Steffen, Karen Roberts, and Melissa Carter to the City of Rifle Planning Commission for an Additional Four Year Term

Presenter:

Patrick Waller, Planning Director

Item Description:

Consider the Re-Appointment of Milton Rodas, Rick Steffen, Karen Roberts, and Melissa Carter to the City of Rifle Planning Commission for an Additional Four Year Term

Recommended Action:

Move to Approve the Re-appointment of Milton Rodas, Rick Steffen, Karen Roberts, and Melissa Carter to the City of Rifle Planning Commission for a Four Year Term.

Fiscal Impact:

N/A

Operational Impact:

Planning Commission needs these members to be re-appointed in order to continue to meet with a quorum.

Prior Board Motions:

All Planning Commission members up for re-appointment were previously appointed by City Council.

Background Information:

Planning Commission members terms are for a four year period.

Executive Summary:

The members are in good standing and have expressed interest in being re-appointed to the Commission.

Notification Requirements:

No additional notice required.

Prepared By:

Patrick Waller, Planning Director

Attachments:

None



Agenda Item #9.c.

Agenda Item Name:

Award to TNT Striping for Crack Sealing 2023

Presenter:

Craig Spaulding, Civil Engineer

Item Description:

Award of construction services for a publicly posted sealed bid

Recommended Action:

Recommend the award to TNT Striping for the Crack Sealing 2023 project in the amount of \$52,247.82.

Fiscal Impact:

This project is planned for 2023 and under the budgeted amount.

Operational Impact:

None

Prior Board Motions:

None

Background Information:

The City of Rifle has put an emphasis on preventative maintenance to keep good roads good while improving failed roads. This project will crack seal collector and arterial streets ahead of chip seal operations planned for the fall of '23.

Executive Summary:

All bidders were qualified and bids were complete and on time. TNT is the lowest bidder and therefore the lowest qualified bidder. TNT Striping has performed similar projects in Rifle in 2020 and 2022 with comparable bid numbers and the performance was excellent.

Notification Requirements:

None

Prepared By:

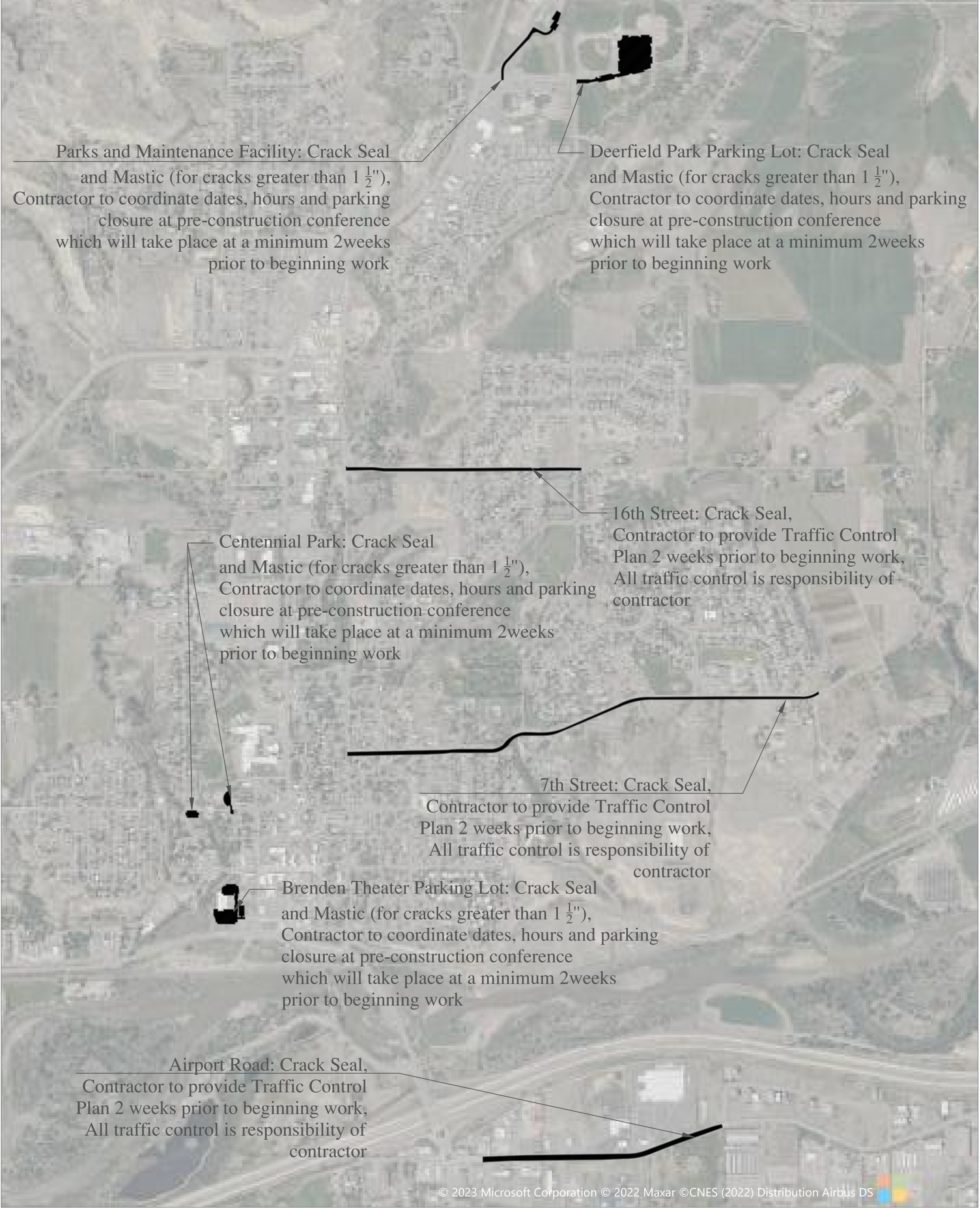
Craig Spaulding, Civil Engineer

Attachments:

1. Crack Sealing 2023 Project Drawing
2. Crack Sealing 2023 Project Manual

3. Crack Seal 2023 Bid Tabulation
4. PURCHASE REQUEST Crack Seal 2023

Item No.	Estimated Quantity	Unit	Description and Unit Price in Words
1a	750	lb	Parks Maintenance Facility Crack Sealing: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb
1b	750	lb	Parks Maintenance Facility Mastic: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb
2a	3,000	lb	Deerfield Park Crack Sealing: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb
2b	1,500	lb	Deerfield Park Mastic: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb
3a	1,125	lb	Brenden Theater Parking Lots Crack Sealing: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb
3b	550	lb	Brenden Theater Parking Lots Mastic: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb
4a	405	lb	Centennial Park Parking Lots Crack Seal: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb
4b	135	lb	Centennial Park Parking Lots Mastic: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb
5a	2,499	lb	16th Street Crack Seal: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb
5c	1	LS	16th Street Traffic Control: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb
6a	4,324	lb	7th Street Crack Seal: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb
6b	1	LS	7th Street Traffic Control: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb
7a	7,627	lb	Airport Road Crack Seal: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb
7b	1	LS	Airport Road Traffic Control: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb



CITY OF RIFLE

Crack Sealing 2023

BY									
REVISION									
DATE									
NO.									
Date: 3/16/2023									
Project No.: .									
File Name: .									
Dsgn By: .									
Drwn By: CS									
Drawing									

Crack Sealing 2023



PROJECT MANUAL

**CITY OF RIFLE
202 RAILROAD AVENUE
RIFLE, COLORADO 81650**

2023

Pre-Bid Meeting: N/A

Bid Due Date: April 7, 2023

Award Date: April 19, 2023

Construction Start Date: May 8, 2023

Construction Completion Date: June 2, 2023

Project Directory

Project Engineer

Craig Spaulding
202 Railroad Ave
Rifle, CO 81650
970-665-6556
cspaulding@rifleco.org

Public Works Director

Brian Prunty
202 Railroad Ave
Rifle, CO 81650
970-665-6554
bprunty@rifleco.org

Construction Inspector

Jeff Shanks
202 Railroad Ave
Rifle, CO 81650
jshanks@rifleco.org

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List of Drawing Sheets

- 2023 Crack Seal

ADVERTISEMENT FOR BIDS

Separate sealed BIDS for the construction of the **Crack Sealing 2023** will be received at the **Council Chambers, Rifle City Hall, 202 Railroad Avenue, Rifle, CO.** until 2:00pm, on April 7, 2023, at which time they will be publicly opened and read aloud.

This project involves public notification, traffic control, preparation and installation of crack treatments for:

3 Collector/Arterial Streets, 14,450 lb sealant
6 Parking Lots, 5,280 lb sealant and 2,935 lb mastic

Materials used for crack treatments shall be per the technical specifications contained in the project manual. All cracks including the asphalt to curb and gutter transition shall be cleaned and treated per the project maps. If all cracks on the project map have been treated and there is crack sealant materials remaining crack sealing will continue in same project area until all crack sealant materials have been used.

Traffic Control shall is expected to be one lane with flaggers on 16th Street and 7th Street with sufficient flaggers to handle intersections within work zone. Airport Road is expected to utilize flaggers and lane shifts.

Payment will be made per lb. which shall include all, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. Traffic Control for the parking lots is incidental of the per lb cost. Traffic control for the streets is lump sum and paid separately.

A Bid Bond in the amount of 5% of bid price is required, and a Performance and a Payment Bond, each in the amount of 100% of bid, will be required. Bid Award will be the April 19, 2023 Council Meeting. Time of Commencement of the Work is anticipated to be no later than May 8, 2023, with completion by June 2, 2023.

A PREFERENCE FOR LOCAL CONTRACTORS WILL BE APPLIED BY THE OWNER WHEN SELECTING A CONTRACTOR.

There will be no mandatory pre-bid meeting. Site visit meetings can be scheduled using the contact information below.

Digital copies of the Contract Documents may be downloaded from the City website at <http://www.rifleco.org/216/Projects-Out-To-Bid> for free. Contact Craig Spaulding, cspaulding@rifleco.org, 970-665-6556 for questions or issues with downloading the documentation.

Instructions to Bidders

1.0 Defined Terms

Terms used in these Instructions to Bidders, which are defined in the General Conditions of the City of Rifle Public Works Manual, have the meaning assigned to them in the General Conditions. The term “Bidder” means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a Bid to a Bidder. The term “Successful Bidder” means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner’s evaluation as hereinafter provided) makes an award. The term “Bidding Documents” includes the Advertisement for Bids, Instructions to Bidders, the Bid Form, and the Contract Documents (including all Addenda issued prior to receipt of Bids).

2.0 Copies of Bidding Documents

2.1 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. The City of Rifle Public Works Manual, Part I-General Conditions, Part II-Construction Materials and Methods and Part III Minimum Design Standards, shall be followed unless otherwise specified herein. In case of conflict, follow the Supplementary General Conditions section 25, Precedence of Contract Documents. Copies of the Public Works Manual are available on Rifle’s web site www.rifleco.org.

2.2 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the work and do not confer a license or grant for any other use.

3.0 Qualifications of Bidders

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and to demonstrate qualifications to perform the Work. Each Bidder must be prepared to submit within five days of Owner's request written evidence of the types set forth in the Supplementary Conditions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

4.0 Examination of Contract Documents and Site

4.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work, (c) consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlate Bidder’s observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

4.2 Information and data reflected in the Contract documents with respect to Underground Facilities at or contiguous to the site are based upon information and data furnished to Owner and Engineer by owners of such underground facilities or other, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.3 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work and which Bidder deems necessary to determine its Bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.4 On request, in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill and patch all holes, clean up, and restore the site to its former condition upon completion of such exploration.

4.5 The lands upon which the work is to be performed, rights-of-way, and easements for access thereto and other lands designated for use by Contractor in performing the work, are identified in the Contract Documents. All additional lands, and access thereto, required for temporary construction facilities or storage of materials and equipment, are to be provided by Contractor.

4.6 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the work.

5.0 Interpretations and Addenda

5.1 All questions about the meaning or intent of the Contract Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than five (5) days prior to the date of opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

6.0 Conditions of Work

Each Bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor or danger to the public.

7.0 Substitute or "Or-Equal" Items

The Contract, if awarded, will be on the basis of materials and equipment described in the drawings or specified in the specifications, without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the drawings or specified in the Specifications that substitute or "or-equal" items of materials or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the effective date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth

in the General Conditions and may be supplemented by the Supplementary Conditions.

8.0 Subcontracts

The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the Owner. The bidder shall submit, with their bid, a completed list of subcontractors they propose to use on this contract.

9.0 Bid Form

9.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from City Hall of Rifle, 202 Railroad Avenue, Rifle, Colorado.

9.2 All blanks on the Bid Form must be completed in ink, by typewriter, or electronically and printed.

NOTE: The spreadsheet is offered for your convenience only. The contractor is responsible for use and confirmation of any formulae or calculations therein. The submittal may be on the pdf. All tracking of project progress will be through that spreadsheet.

9.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

9.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

9.5 All names must be typed or printed below the signature.

9.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

9.7 The address, email, and telephone number for communications regarding the Bid must be shown.

10.0 Submission of Bids

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the project title (and, if applicable, the designated portion of the project for which the Bid is submitted) and name and address of the Bidder and accompanied by the required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Any submission received after the advertised Bid Opening shall be returned unopened to the sender.

11.0 Modification and Withdrawal of Bids

11.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

11.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and Engineer and promptly thereafter demonstrates to the reasonable satisfaction of Owner

and Engineer that there was a material and substantial mistake in the presentation of its Bid, that Bidder may withdraw its Bid.

12.0 Bids to Remain Subject to Acceptance

All Bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid prior to that date.

13.0 Award of Contract

13.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities, and to negotiate Contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsible, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the bid is not responsible or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner.

13.2 In evaluation of Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

13.3 Owner may consider the qualifications and experience of subcontractors, suppliers and other persons and organizations proposed for those portions of the work as to which the identity or subcontractors, suppliers, and other persons and organizations may be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Award.

13.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

13.5 If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

13.6 Section 2.26 of the General Conditions of the City of Rifle's Public Works Manual and section 16.00 of the Supplementary Conditions set forth Owner's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Contract Security.

13.7 If the Contract is to be awarded, Owner will give the successful Bidder a Notice of Award within sixty (60) days after the date of the Bid opening.

14.0 Laws and Regulations

The Bidders' attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

15.0 Complete Prices

All lump sum, alternate, and unit prices must include all required General Conditions line items necessary to complete the work, including, but not limited to the following (as required): all permits, insurance, and taxes (except as specified in Article 3.0 of the Supplementary General Conditions); supervision; layout and survey as needed; protection of all surrounding materials; lifting/hoisting; equipment and personnel; off-site management and administrative assistance; trash disposal to a separate dumpster; miscellaneous equipment; mobilization; as-built drawings; fuel, watchmen, flagmen, and site security; scheduling; small tools; drawings and printing expenses and mailing costs.

15.1 On bid items to be paid as lump sum that may extend beyond a single pay estimate, a schedule of values shall be submitted to OWNER a minimum of 10 days prior to commencement of work. Adequate detail shall be given to allow a value to be placed on work completed during any given pay estimate.

16.0 Permits and Fees

Bids shall include all sales tax (except as specified in Article 3.0 of the Supplementary General Conditions) and all other applicable taxes and fees related directly to the construction of this project. Fees for permits and inspections directly related to this construction will be paid by the BIDDER; however, no tap fees or access charges for this or subsequent work will be the responsibility of the BIDDER. City has Tax Exemption, a copy of which will be provided to the Contractor. Contractor and all subcontractors shall hold a current license to perform work in Rifle, Garfield County, and the State of Colorado.

17.0 Authorities

Technical Specifications included herein supplement the Standard Specifications and take precedence. Work shall be completed as per these specifications and accepted by the Owner or proper agencies having jurisdiction before final payment is requested of the Owner.

18.0 Subsurface Investigations

Geotechnical reports, if available, are included in the appendix of the Project Manual. Contractor use of such reports shall be in accordance with section 18.00 "Soils Investigation", of the Supplemental General Conditions.

19.0 Completion of Work

Work shall be completed as per the City of Rifle Public Works Manual (and as modified by these specifications) and accepted by the Owner or proper agencies having jurisdiction before final payment is requested of the Owner.

****Contractor shall provide a daily estimate of progress to the Public Works Director or City representative to verify quantities and that we shall stay within the contracted price. The City shall not pay for work above the contract price.**

20.0 Bid Bond

Bid security shall be made payable to the Owner in the amount of 5% of the bidder's maximum bid price in the form of a certified check or a bid bond, using the form herein, issued by a surety meeting the requirements of the Supplementary General Conditions. The bid security of the successful bidder will be retained until such bidder has executed the agreement and furnished the required contract security whereupon it will be returned; if the successful bidder fails to execute and deliver the agreement and

furnish the required contract security within ten (10) days of the Notice of Award, the Owner may annul Notice of award and the bid security of that bidder will be forfeited. Owner will return bid bonds or checks of unsuccessful bidder within or by 60 days after the bid submittal date.

21.0 Payment Bond

Payment Bond form is found in Agreement Documents section of this package.

22.0 Performance Bond

Performance Bond form is found in Agreement Documents section of this package.

23.0 Work By Illegal Aliens Prohibited

Work By Illegal Aliens Prohibited. Pursuant to Section 8-17.50191, C.R.S., *et. Seq.*,

Contractor warrants, represents, acknowledges, and agrees that:

1. Contractor does not knowingly employ or contract with an illegal alien.
2. Contractor shall not knowingly employ or contract with an illegal alien to perform works or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
3. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, "Basic Pilot Program") in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into the Basic Pilot Program prior to entering into this Agreement, Contractor shall forthwith apply to participate in the Basic Pilot Program and shall submit to the City written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in the Basic Pilot Program, and shall verify such application to the City in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph 3 shall be null and void if the Basic Pilot Program is discontinued.
4. Contractor shall not use the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
5. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
 - (a) notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
6. Contractor shall comply with any reasonable request be the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.

7. Contractor violates this Addendum; the City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City arising out of said violation.

24.0 Local Contractor Preference

Primary and secondary preference will be given to contractors when determining the lowest responsible bidder for work on this project. Local contractors, who have a principle place of business, are 1) for primary preference, within the City of Rifle or within 3 miles of the City Limits and 2) for secondary preference, outside of the three mile limit but within Garfield County.

For projects of \$5,000 or more in value, to determine the lowest bidder, an amount equal to the percentage shown below will be deducted from the total price proposed for the work. The contract however, will be awarded for the total bid price proposed.

Contract Amount	Primary Preference	Secondary Preference
\$5,000 to \$25,000	6% discount	3% discount
\$25,001 to \$100,000	5% discount	2.5% discount
\$100,001 or above	4% discount	2% discount

25.0 Scopes of Bids

4.7 **General Scope of Project:** This project involves public notification, traffic control, preparation and installation of crack treatments for:

3 Collector/Arterial Streets, 14,450 lb sealant
6 Parking Lots, 5,280 lb sealant and 2,935 lb mastic

Materials used for crack treatments shall be per the technical specifications contained in the project manual. All cracks including the asphalt to curb and gutter transition shall be cleaned and treated per the project maps. If all cracks on the project map have been treated and there is crack sealant materials remaining crack sealing will continue in same project area until all crack sealant materials have been used.

Traffic Control shall be expected to be one lane with flaggers on 16th Street and 7th Street with sufficient flaggers to handle intersections within work zone. Airport Road is expected to utilize flaggers and lane shifts.

Payment will be made per lb. which shall include all, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately but shall be included in the work. Traffic Control for the parking lots is incidental of the per lb cost. Traffic control for the streets is lump sum and paid separately.

END OF INSTRUCTIONS TO BIDDERS

Required Bid Documents

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the project title (and, if applicable, the designated portion of the project for which the Bid is submitted) and name and address of the Bidder and accompanied by the required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Any submission received after the advertised Bid Opening shall be returned unopened to the sender. Required Bid Documents are in the Bid Submittal Checklist Below

- _____ **Bid Form**
- _____ **List of Materials Suppliers/ Subcontractors**
- _____ **Contractor's License**
- _____ **Bid Schedule**
- _____ **Bid Bond**

CITY OF RIFLE
BID FORM
FOR CONSTRUCTION OF:
Crack Sealing 2023

DATE: _____

OWNER: City of Rifle
202 Railroad Avenue
Rifle CO 81650
Attn: Craig Spaulding

BIDDER: Name of Bidder _____

Address of Bidder _____

Phone Number _____

Email Address _____

Contact Name _____

THE UNDERSIGNED BIDDER, having familiarized himself with the Work required by the Contract Documents, the site and conditions where the Work is to be performed, local labor conditions, and all laws, regulations, and other factors affecting performance of the Work, and having satisfied himself of the expense and difficulties attending performance of the Work,

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into Agreement with the Owner to perform all work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work; tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform the Work; and bonds, insurance, submittals; and all fees as indicated or specified in the Contract Documents to be performed or furnished by BIDDER for the amount identified and detailed in the BID SCHEDULE and further totaled below ("Bid Proposal Amount"):

_____ Dollars(\$_____)
(written) (numeric)

CITY OF RIFLE
BID FORM page2

DOCUMENTS AND ADDENDA:

The BIDDER submits that he has carefully examined the site of the proposed work and the existing conditions, as well as the drawings and specifications. Also, he has thoroughly reviewed the proposal form, Instructions to Bidders, General Conditions, Supplementary Conditions, General Requirements, and the Specifications and Drawings, and acknowledges that the following addenda covering revisions to the drawings and/or specifications, and the cost, if any, of such revisions has been included in the Total Bid Price.

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

CHANGES TO THE WORK:

BIDDER agrees to perform all the WORK for the Total Base Bid price identified in the "Bid Proposal Amount." If circumstances arise during construction of this project which dictate a change in quantity, then the pricing for that particular portion of the job will be adjusted up or down with the BIDDER'S Schedule of Values (as included in the Contract Documents) to the revised quantity required by the construction circumstances of these plans. Final payment will be based upon count or measurement of items in place upon completion of the project at the units of measure and unit prices, with the exception of lump sum items.

For changes not covered by a contract unit price, BIDDER proposes that all such changes ordered to the work which increases the Scope of Work shall be priced in advance of the work and such unit prices will be approved by the Owner prior to commencement of work.

PERFORMANCE AND LABOR & MATERIAL PAYMENT BONDS:

By signing and submitting this Bid Proposal, the BIDDER certifies that upon demand, Performance and Labor & Material Payment Bonds can be furnished in amounts sufficient to cover the total proposed cost of work.

TIME OF COMMENCEMENT, COMPLETION, AND DAMAGES:

The BIDDER agrees that, if awarded the Contract, the Work will be substantially complete, ready for occupancy by Owner, according to the schedule submitted by BIDDER of within the indicated construction durations specified within the Contract Documents except for delays caused by Acts of God, neglect of the Owner or the

CITY OF RIFLE
BID FORM page 3

Representative of the Owner or other causes beyond the BIDDER'S control, and allows for no time due to labor disputes or strikes. Weather (unless severe) is not considered as an excuse for delay of the work.

Time is expressly declared to be of the essence in completion of the Work covered by the Contract Documents. Where additional time is allowed under the Agreement for the Completion of the work, the new time limits shall be of the essence of the Agreement.

GENERAL AGREEMENTS:

The BIDDER agrees to the following:

The BIDDER has had an opportunity to examine the Site of the work and has examined the Contract Documents therefore.

The BIDDER has carefully prepared the bid proposal upon the basis thereof and has carefully examined and checked the Bid Proposal and the materials, equipment and labor required thereunder, the cost thereof, and figures therefore, and hereby states that the amount or amounts set forth in the Bid Proposal is, or are, correct and that no mistake or error has occurred in the Bid Proposal or in the BIDDER's computations upon which the Bid Proposal is based and the BIDDER agrees that no claim for reformation, modification, rescission or correction of the Bid Proposal will be made after the scheduled closing time for the receipt of Bid Proposals.

The BIDDER understands that the Owner reserves the right to reject any or all Bids for any or no reason and to waive any informality in the bidding.

The BIDDER understands that this Bid shall not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

The BIDDER understands that unless a bid item is included on the "Bid Schedule", no separate payment shall be made for items required to complete the work in accordance with the contract. If included on the bid schedule, then work under the item will be paid at the unit or units given and shall include all necessary work complete and in place.

In preparing the Bid Proposal, the BIDDER has verified and is reasonably assured of the availability of all labor, materials, and products in this document.

The BIDDER has carefully reviewed the Bid Documents in their entirety and has agreed to meet these requirements.

**CITY OF RIFLE
BID FORM page 4**

DOCUMENT EXECUTION:

DATED This _____ day of _____, 2023

(Name of Firm)

(Street Address)

(City, State, Zip)

(Signature)

(Printed Signature)

(Title)

Please check as appropriate:

_____ An individual

_____ A Partnership Between:

_____ A Corporation organized under the laws of the State of _____

END OF BID FORM

LIST OF MATERIALS SUPPLIERS / SUBCONTRACTORS

Provide the name of the materials supplier or subcontractor included in your base bid price. Any changes in the providers listed below can be made only with the approval of the Owner. Any amount of work greater than 10% of the amount bid shall be considered as a subcontractor/Materials Supplier.

Name of Subcontractor /Materials Supplier	Work Item Performed or Provided	% of Value

CITY OF RIFLE

Bid Schedule

Item No.	Estimated Quantity	Unit	Description and Unit Price in Words	Bid	
1a	750	lb	Parks Maintenance Facility Crack Sealing: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb		
1b	750	lb	Parks Maintenance Facility Mastic: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb	(Unit Price)	(Total)
				(Unit Price)	(Total)
2a	3,000	lb	Deerfield Park Crack Sealing: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb		
2b	1,500	lb	Deerfield Park Mastic: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb	(Unit Price)	(Total)
3a	1,125	lb	Brenden Theater Parking Lots Crack Sealing: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb	(Unit Price)	(Total)

3b	550	lb	Brenden Theater Parking Lots Mastic: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb	(Unit Price)	(Total)
4a	405	lb	Centennial Park Parking Lots Crack Seal: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb	(Unit Price)	(Total)
4b	135	lb	Centennial Park Parking Lots Mastic: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb	(Unit Price)	(Total)
5a	2,499	lb	16th Street Crack Seal: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb	(Unit Price)	(Total)
5c	1	LS	16th Street Traffic Control: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb	(Unit Price)	(Total)
				(Unit Price)	(Total)

6a	4,324	lb	7th Street Crack Seal: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb		
				(Unit Price)	(Total)
6b	1	LS	7th Street Traffic Control: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb		
				(Unit Price)	(Total)
7a	7,627	lb	Airport Road Crack Seal: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb		
				(Unit Price)	(Total)
7b	1	LS	Airport Road Traffic Control: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb		
				(Unit Price)	(Total)
7b	1	LS	Owners Contingency: 10%		
				(Unit Price)	(Total)
				\$ 6,500.00	\$ 6,500.00
				(Unit Price)	(Total)

TOTAL BID PRICE _____

Total Bid Price in Words _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

as Principal, and _____

held and firmly bound unto _____

in the penal sum of _____

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____, 2023. The condition of the above obligation is such that whereas the Principal has submitted to the **CITY OF RIFLE, COLORADO**, a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Crack Sealing 2023

NOW, THEREFORE,

[a] If said Bid shall be rejected, or

[b] If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

Surety

By: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as Amended) and be authorized to transact business in the state where the project is located.

CONTRACTOR'S LICENSING STATEMENT FORM

The undersigned is licensed in accordance with the laws of Colorado providing for the registration of Contractors: License Number _____; Class _____.

Name of Contractor's Firm _____

Business Address and Telephone Number _____

Name of Individual Owner (print) _____

Signature of Owner _____

OR

Signature, Title, and Address of members signing on behalf of the partnership:

Name _____ Title _____

Address _____

Name _____ Title _____

Address _____

Name _____ Title _____

Address _____

OR

Corporation organized under the laws of the State of _____

Signature of President of Corporation

Signature of Secretary of Corporation

(Place Seal Here)

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2023, by and between, **CITY OF RIFLE** hereinafter called "OWNER", and _____ doing business as a Corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of

Crack Sealing 2023
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other service necessary for the construction and completion of the WORK described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within **14** calendar days after the date of the NOTICE TO PROCEED and will complete the same by **as indicated in the contract documents**, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The Contractor agrees to perform all of the Work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of (\$_____) dollars or as shown in the BID SCHEDULE.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. ADVERTISEMENT FOR BID
 - B. INSTRUCTIONS TO BIDDERS
 - C. BID
 - D. BID BOND
 - E. AGREEMENT
 - F. GENERAL CONDITIONS (CITY OF RIFLE PUBLIC WORKS MANUAL)
 - G. SUPPLEMENTARY GENERAL CONDITIONS
 - H. PAYMENT BOND
 - I. PERFORMANCE BOND
 - J. NOTICE OF AWARD
 - K. NOTICE TO PROCEED
 - L. List of Drawing Sheets
 - 2023 Crack Seal Map
 - M. TYPICAL SPECIFICATIONS noted in the City Public Works Manual and CDOT Specifications.
 - N. Technical Specifications
 - O. ADDENDA: No. _____, dated _____, 2023.

**CITY OF RIFLE
AGREEMENT**

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the GENERAL CONDITIONS such amounts as required by the CONTRACT DOCUMENTS.
7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in triplicate, each of which shall be deemed an original on the date first above written.

CITY OF RIFLE

OWNER: _____
BY: _____
NAME: _____
TITLE: _____

(SEAL)

ATTEST (OWNER): _____
(Please Type)

NAME: _____

TITLE: _____

CONTRACTOR: _____
BY: _____
NAME: _____
ADDRESS: _____

(SEAL)

ATTEST (CONTRACTOR): _____
(Please type)

NAME: _____

TITLE: _____

Contingency Allowances Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

FORCE ACCOUNT ITEMS

DESCRIPTION

This special provision contains the Department's estimate for force account items included in the Contract. The estimated amounts marked with an asterisk will be added to the total bid to determine the amount of the performance and payment bonds. Force Account work shall be performed as directed by the Engineer.

BASIS OF PAYMENT

Payment will be made in accordance with PWM Section 2.30. Payment will constitute full compensation for all work necessary to complete the item.

Force account work valued at \$5,000 or less, that must be performed by a licensed journeyman in order to comply with federal, state, or local codes, may be paid for after receipt of an itemized statement endorsed by the Contractor.

<u>Force Account Item</u> <u>Amount</u>	<u>Quantity</u>	Estimated
F/A Minor Contract Revisions	F.A.	\$0.00

Force Account Descriptions

F/A Minor Contract Revisions – This work consists of minor work authorized and approved by the Engineer, which is not included in the contract drawings or specifications, and is necessary to accomplish the scope of work of this contract.

Preliminary Construction Schedule

Crack Seal 2023	Begin	Finish	March	April	May	June
RFB	20-Mar-23	7-Apr-23				
NOA	19-Apr-23	21-Apr-23				
Construction	8-May-23	7-Jun-23				

Certificate of Insurance

Certificates of Insurance from the contractor and subcontractor's insurance carriers shall name both the City of Rifle and CDOT as additional insured parties. Submission of Certificates of Insurance shall be provided prior to commencing any work.

Performance Bond Form

KNOW ALL MEN BY THESE PRESENTS that

Name of Contractor	
Address of Contractor	
a	
	Corporation, Partnership or Individual
Hereinafter called Principal, and	
	Name of Surety
	Address of Surety
Hereinafter called Surety, are held and firmly bound unto	
	Name of Owner
	Address of Owner
Hereinafter called OWNER, in the penal sum of	
	Dollars (\$) in lawful money
of the United States for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.	
THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, _____, a copy of which is hereto attached and made a part hereof for the construction of:	

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms conditions and agreements of said contract during the original term thereof, and any extensions thereof, which may be granted by the OWNER, with or without notice to the SURETY and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall full indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PEFORMANCE BOND

PROVIDED, FURTHER, THAT THE SAID surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the terms of the contract or to the WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____
(number of copies)

counterparts, each one of which shall be deemed an original, this ____ day of _____,
_____.

Principal (signature)

By _____
Type/print

ATTEST:

Address

(Principal) Secretary

(SEAL)

Witness as to Principal

Address

SURETY: _____

By: _____
Attorney-in-Fact

ATTEST:

Witness as to Surety

Address

Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND. IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the WORK is located.

Payment Bond Form

The following additional provision shall constitute an amendment to Payment Bond No. _____.

PROVIDED, FURTHER, that the Principal and Surety, for value received, shall indemnify and save harmless the Owner to the extent of any payments required to be made by the Principal under the terms of the Contract. Subcontractors, material men, mechanics, and others shall have the right of action for amounts lawfully due them from the Principal or Subcontractor directly against the Principal and Surety of this bond. In the event the Principal or his Subcontractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, pro-vendor, or other supplies used or consumed by such Principal or his Subcontractor in performance of the Work contracted be done, the Surety shall pay the same in an amount not exceeding the sum specified in the bond, together with interest, at the rate of eight percent (8%) per annum.

IN WITNESS WHEREOF, this Amendment is executed in four counterparts, each one of which shall be deemed an original, this _____ day of _____.

Principal

ATTEST:

(Principal) Secretary By: _____

(Address)

Witness as to Principal

(Witness as to Principal)

(Address)
Surety

By: _____
Attorney-in-Fact

Address

ATTEST:

Address

**CITY OF RIFLE
NOTICE OF AWARD**

Dated

TO: _____
Bidder

OWNER'S PROJECT NO. _____

PROJECT: Crack Sealing 2023

CONTRACT FOR: FULL CONSTRUCTION SERVICES

You are notified that your Bid dated _____, 2023, for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a contract for CONSTRUCTION SERVICES AS PER PLANS DATED.

Contract Price of your Contract is _____ Dollars (_____).

Three copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by _____, 2023 _____.

1. You must deliver to the OWNER three fully executed counterparts of the Agreement, including all the Contract Documents, Performance and Payment Bonds. Each of the Contract Documents must bear your signature on the cover.
2. You must deliver with the executed Agreement the Contract Security (Bonds)
3. You must deliver with the executed Agreement, proof of insurance coverage as specified in the General Conditions (section 2.32) and Supplementary General Conditions (paragraph 2.00). Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited. Within ten days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

City Of Rifle
Owner

By: _____
Authorized Signature

Civil Engineer
Title

CITY OF RIFLE

NOTICE TO PROCEED

To: _____ Date: _____
Project: _____

You are hereby notified to commence WORK in accordance with the Agreement
dated _____, 2023, on or before _____, 2023.

By: _____
Owner

Title: _____

ACCEPTANCE OF NOTICE Receipt of the above NOTICE TO PROCEED is hereby acknowledged

By _____

this the _____ day of _____, 2023 .

By: _____

Title: _____

General Conditions

PWM Section 2.1. ADDITIONAL INSTRUCTIONS, MODIFICATIONS AND DETAIL DRAWINGS

The engineer may, during the duration of the contract agreement and in accordance with Sections 2-16, 2-17, and 2-18 of these General Conditions, furnish the contractor written instructions, modifications or detail drawings necessary to illustrate changes in the work.

The additional written instructions and detailed drawings thus supplied shall become a part of the contract documents, without invalidating the contract agreement, and the contractor shall perform the work as modified or altered.

PWM Section 2.2. EXECUTION, CORRELATION, INTENT, INTERPRETATION AND FURNISHING OF CONTRACT DOCUMENTS

The contract documents shall be executed in triplicate by the owner and contractor.

By executing the contract agreement the contractor represents that he has visited the sight of the work, familiarized himself with the locale, subsurface and site conditions under which the work is to be performed, and correlated his observations with the available information included with and required by the contract documents.

The contract documents are complementary and what is required by any one shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and incidentals necessary for the proper execution and completion of the work. It is not intended that work not covered under any heading, section, class or trade of the specifications shall be supplied unless it is required elsewhere in the contract documents or is reasonably inferable there from as being necessary to produce the intended results. Words, which have well known technical or trade meanings, are used herein in accordance with such recognized meanings. Well-known technical standards are used herein in accordance with the latest edition and revisions thereof.

Written interpretations necessary for the proper execution or progress of the work, in the form of drawings or other wise, will be issued with reasonable promptness by the engineer and in accordance with any approved schedule, upon written request from the contractor. Such interpretations shall be consistent with and reasonably inferable from the contract documents and may be effected by field order.

Unless otherwise provided in the contract documents, the contractor will be furnished, free of charge, three (3) copies of drawings and specifications necessary for the execution of the work. All drawings and specifications thus furnished shall not be reused on any other project.

PWM Section 2.3. SCHEDULES, REPORTS AND RECORDS

The contractor shall submit to the owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the owner may request concerning work performed or to be performed.

Prior to the first partial payment estimate the contractor shall submit to the engineer schedules indicating:

A. Partial payments that he anticipates he will earn during the course of the work.

B. The order in which he proposes to carry on the work, including dates at which he will start the various parts of the work, estimated date of completion of each part; and as applicable:

1. The dates at which special detailed drawings will be required from the engineer.
2. The date that the contractor will submit shop drawings to the engineer.
3. Respective dates that manufacturing will begin, the testing and the installation of materials, supplies and equipment.

Schedules submitted by the contractor shall reflect:

C. The timely and orderly completion of:

1. Specific portions of the work as called for in the Special Conditions.
2. The work in accordance with allowed contract time.

D. The inability to perform work on Saturdays, Sundays, holidays or between the hours of 7:00 p.m. and 7:00 a.m. on any working day, without written permission from the engineer.

E. The safety, adequacy and efficiency of his plant equipment, tools, labor and methods of performing the work.

F. The availability of materials, equipment and incidentals to be incorporated in the work.

G. Maintenance and control of traffic.

PWM Section 2.4. DRAWINGS, SPECIFICATIONS, CONFLICTS AND DISCREPANCIES

The intent of the drawings and specifications is that the contractor shall furnish all labor, materials, tools, equipment, incidentals and transportation necessary for the proper execution of the work in accordance with the contract documents to complete the project in an acceptable manner, ready for use, occupancy or operation by the owner.

In case of conflict between the drawings and specifications, the specifications shall govern. Figured dimensions on drawings shall govern over scale dimensions, detailed drawings shall govern over General Drawings and Special Conditions shall govern over Standard Specifications. Any discrepancies between the drawings and specifications and site conditions; or any inconsistencies, errors, omissions or ambiguities in the drawings or specifications; or any errors or omissions in the layout as given by survey points and instructions shall be immediately reported to the engineer, in writing, who shall promptly verify and correct such inconsistencies or ambiguities in writing. Work performed by the contractor after such discovery, until authorized or corrected by the engineer, shall be done at the contractor's risk.

PWM Section 2.5. SHOP DRAWINGS AND MATERIAL SAMPLES

The contractor shall provide shop drawings, in triplicate, as may be necessary for the prosecution of the work (i.e. vault piping, electrical systems, reinforcing, non-detailed items, etc.) as required by the contract documents. The engineer shall promptly review all shop drawings. The engineer's approval of any shop drawing shall not release the contractor from responsibility for deviations from the contract documents. The approval of any shop drawing, which substantially deviates, from the requirement of the contract documents shall be evidenced by a Change Order.

When submitted for the engineer's review, shop drawings shall bear the contractor's certification that he has reviewed, calculated non-detailed dimensions, checked and approved the shop drawings and that they are in conformance with the requirements of the contract documents.

Portions of the work requiring a shop drawing or material sample submission shall not begin until the shop drawing or submission has been approved by the engineer. A copy of each approved shop drawing and each approved material sample shall be kept in good order by the contractor at the site and shall be available to the engineer.

PWM Section 2.6. MATERIALS, SERVICES, AND FACILITIES

It is understood that, except as otherwise specifically stated in the contract documents, the contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.

Manufactured articles, materials and equipment shall be fabricated, furnished, applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer or in accordance with the latest revision to or edition

of well known technical standards (i.e. ASTM, AWWA, Colorado Department of Transportation, etc.) referred to in the Specifications or Special Conditions.

Materials, supplies and equipment shall be in accordance with samples submitted by the contractor and approved by the engineer.

Materials, supplies or equipment to be incorporated into the work shall not be purchased by the contractor or the subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

PWM Section 2.7. INSPECTION AND TESTING

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards and as required by the contract documents.

The owner shall provide technical personnel, acting under the supervision of the engineer, for the inspection and testing of the work in progress to ascertain that the completed work complies in all respects with the requirements of the contract documents.

If the contract documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the contractor, the contractor will give the engineer timely notice of readiness. The contractor will then furnish the engineer the required certificates of inspection, testing or approval.

Neither observations by the engineer nor inspections, tests or approvals by any person shall relieve the contractor from his obligations to perform the work in accordance with the requirements of the contract documents.

The engineer and his representative will at all times have access to the work whenever it is in preparation or in progress. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The contractor will provide proper facilities for such access and observation of the work and also for any inspection thereof.

If any work is covered contrary to instructions or without approval or consent from the engineer, it must if required by the engineer, be uncovered for his examination and properly restored at the contractor's expense.

If any work has been covered which the engineer has not specifically requested to observe prior to its being covered, or if the engineer considers it necessary or advisable that covered work be inspected or tested by others, the contractor, at the engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the engineer may require, that portion of the work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such work is defective, the contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

PWM Section 2.8. SUBSTITUTIONS

Whenever a material, article or piece of equipment is identified on the drawings or specifications by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The contractor may request, in writing, the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the contract documents by reference to brand name or catalog number, and if, in the opinion of the engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the engineer may approve its substitution and use by the contractor. Any cost differential shall be deductible from the contract price and the contract documents shall be appropriately modified by Change Order. The contractor

warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the contractor without a change in the contract price or contract time.

PWM Section 2.9. PATENTS

The contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the owner harmless from loss on account thereof, except that the owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified by the owner; notwithstanding anything above to the contrary, if the contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information, in writing, to the engineer.

PWM Section 2.10. SURVEYS

The owner shall furnish, at no cost to the contractor, field electronic horizontal and vertical control data at only two control points at each site of the work at the owner's choice of location of control points. From the information provided by the owner, the contractor shall be required to make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

The contractor shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

The contractor shall notify the engineer, in writing, forty-eight hours in advance, of the time and place at which he will require lines and grades in order to perform the Work or obtain measurements for record and payment.

PWM Section 2.11. LICENSES, PERMITS, AND REGULATIONS

All contractors and subcontractors performing work on the project shall have a current City of Rifle Municipal or Building Contractor's License, whichever is applicable to their trade. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the contractor. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the owner, unless otherwise specified. The contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the engineer in writing, and any necessary changes shall be adjusted as provided in the Contract Documents for changes in the work.

PWM Section 2.12. PROTECTION OF WORK, EMPLOYEES, PUBLIC AND PROPERTY

The contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and the public who may be affected thereby, all the work and all the materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including pedestrian and vehicular traffic, trees, shrubs, lawns, fences, walks, pavements, roadways, structures and utilities, shown or not shown on the plans which are not designated for removal, relocation or replacement in the course of construction.

The contractor will comply with all applicable laws, ordinances, rules, regulations and order of any private or public body having jurisdiction. He will notify owners and users of adjacent utilities when prosecution of the work may affect them. He shall keep adjacent highways, streets and private access open to traffic and free of dirt and litter resulting from handling operations. He shall take reasonable precautions to protect private property adjacent to the project from such nuisances as dust, dirt, rock and excessive noise. The contractor shall remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except such as may be due to errors in the Contract Documents, or caused by agents or employees of the owner.

PWM Section 2.13. EMERGENCIES

In emergencies affecting the safety of life or the work or property at the site or adjacent thereto, the contractor, without special instruction or authorization from the engineer or owner, shall act to prevent threatened damage, injury or loss. He will give the engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved, except when the emergency is attributed to acts of the contractor in performing the Work.

PWM Section 2.14. LAWS, ORDINANCES, RULES, REGULATIONS, AND ORDERS

The contractor shall keep himself fully informed of, and shall comply with all applicable laws, ordinances, rules, regulations and orders of the city, county, state, federal or public bodies having jurisdiction affecting the work. He shall provide, erect and maintain all necessary, police, watchmen, flagmen, firemen, shoring, signing, traffic devices, barricades and sanitary facilities, as required by the conditions and progress of the work, and all other necessary safeguards for safety and protection, as set forth by the United States Department of Labor, Occupational Safety and Health Administration.

The contractor must conform to the rules and regulations of the Industrial Commission of Colorado. Prior to starting excavation the contractor shall obtain from the Commission and file with the engineer a copy of his "Notice of Intent to Excavate."

The contractor shall comply with the requirements of CRS § 8-17-101 (1985 Supp.) by employing not less than 80 percent Colorado residents in the several classifications of skilled and common labor employed on the project.

The contractor shall be an equal opportunity employer and adhere specifically to all the City of Rifle resolutions and ordinances pertaining thereto.

The contractor shall protect and indemnify the owner and its agents against any claim or liability arising from or based on the violations of such ordinances, regulations, or laws, caused by the negligent actions of the contractor, his agents or employees.

PWM Section 2.15. SUPERVISION AND DISCIPLINE BY CONTRACTOR

The contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the contractor as the contractor's representative at the site. The supervisor shall have full authority to act on behalf of the contractor and all communications given to the supervisor shall be as binding as if given to the contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

The contractor shall at all times enforce strict discipline and good order among his employees and shall avoid employing on the project anyone unskilled in the work assigned.

PWM Section 2.16. CHANGES IN THE WORK

At any time during the progress of the work, the owner, through its city manager, may order alterations or changes in the plans, specifications, character or quantity of work, without invalidating the contract agreement. When the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed 25 percent of the contract price, bid unit or lump sum prices, where applicable, shall be used. Should the dollar value of the changes exceed 25 percent of the contract price, the value of the changes over 25 percent shall be based on negotiated unit or lump sum prices, where applicable.

The engineer, also, may at any time, by issuing a Field Order, make changes in the details of the work, the contractor shall proceed with the performance of any changes in the work so ordered by the engineer unless the contractor believes that such Field Order entitles him to a change in contract price or time, or both, in which event he shall give the engineer written notice thereof within fifteen days after the receipt of the ordered change, and the contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the owner.

PWM Section 2.17. CHANGES IN CONTRACT PRICE

The contract price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in the order of precedence listed below.

A. Contract Unit Prices. If a change is ordered in an item of work covered by a contract unit or lump sum price, then an adjustment in the contract price will be made based upon the increase or decrease in quantity of the contract unit or lump sum price.

B. Agreed Prices. Adjustments in contract price for changes ordered that are not covered by contract unit or lump sum price or exceed the limitation in Section 2.16, will be determined by agreement between contractor and owner. If unable to reach agreement, the owner may direct the contractor to proceed on the basis of extra work in accordance with Paragraph C.

C. Extra Work. When the price for extra work cannot be agreed upon, the owner will pay for the extra work based on the accumulation of costs as provided herein below.

1. Daily Reports by Contractor. At the close of each working day, the contractor shall submit a daily report to the engineer, together with applicable delivery tickets, listing all labor, materials, and equipment for that day, and for other services and expenditures when authorized. An attempt shall be made to reconcile the report daily, and it shall be signed by the engineer and the contractor. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by subcontractors or others shall be submitted through the contractor.

a. Labor. The report shall show the names of workers, classifications, and hours worked.

b. Material. The report shall describe and list quantities of materials used.

c. Equipment. The report shall show type of equipment, size and hours of operation, including loading and transport, if applicable.

d. Other Services and Expenditures. Other services and expenditures shall be described in such detail as the engineer may require.

2. Basis for Establishing Costs.

a. Labor. The costs of labor will be the actual cost for wages for each craft or type of workers at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, and other direct costs resulting from federal, state or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

b. Materials. The cost of materials, or equipment to be incorporated in the work, shall be at invoice or lowest current price at which such materials are locally available and delivered to the job site in the quantities involved, plus freight and delivery.

The owner reserves the right to approve materials and sources of supply, or to supply materials to the contractor if necessary for the progress of the extra work. No markup shall be applied to any material provided by the owner.

c. Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of \$400 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed rates approved or authorized by the Colorado Department of Transportation at the time the extra work is performed. (Dataquest-Rental Rate Blue Book)

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidentals.

Necessary loading and transportation costs for equipment used in performing the extra work shall be included.

If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the owner than holding it at the work site, it shall be returned, unless the contractor elects to keep it at the work site at no expense to the owner.

The reported rental time for equipment already at the job site shall be the duration of its use on the extra work, commencing at the time it is first put into actual operation on the extra work.

d. Other Items. The owner may authorize other items, which may be required on the extra work. Such items include labor, services, material and equipment which are different in their nature from those required for the work and which are of a type not ordinarily available from the contractor or any of the subcontractors.

Invoices covering all such items in detail shall be submitted with the request for payment.

e. Invoices. Vendors' invoices for material, equipment rental, and other expenditures, shall be submitted with the request for payment. If the request for payment is not substantiated by invoices or other documentation, the engineer may establish the cost of the item involved at the lowest price which was current at the time of the report.

3. Markup.

a. Work by Contractor. The following percentage shall be added to the contractor's costs and shall constitute the markup for all overhead and profits:

Labor (1.32 x certified payroll) 15%

Materials 15%

Equipment Rental 15%

Other Items and Expenditures 15%

To the sum of the costs and markups provided for in this subsection, one percent shall be added as compensation for bond and liability insurance.

b. Work by Subcontractor. When all or any part of the extra work is performed by a subcontractor, the markup established herein shall be applied to the subcontractor's actual cost of such work, to which a markup of five percent on the subcontracted portion of the extra work may be added by the contractor.

4. Any other cause which, in the opinion of the engineer, entitles the contractor to additional time, including but not restricted to acts of the public enemy, acts of any government in either its sovereign or any applicable contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unforeseeable severe abnormal weather.

PWM Section 2.18. CHANGES IN CONTRACT TIME

The contract time may be changed only by a Change Order. The contractor shall notify the engineer promptly and in writing of any occurrence or conditions which, in the contractor's opinion, entitle him to an extension or reduction in contract time. Such notice shall be submitted in ample time to permit full investigation and evaluation of the contractor's claim. Failure to provide such notice shall constitute a waiver by the contractor of any claim. The engineer shall acknowledge the contractor's notice within seven days of its receipt.

Changes in contract time for the completion of the work shall be stipulated by Change Order:

- A. When changes in the work occur.
- B. When work is suspended by the owner.
- C. For unforeseeable causes beyond the control and without the fault or negligence of the contractor, his subcontractor or supplier and which were not the result of their fault or negligence.
- D. When delays in the progress of the work caused by:
 - 1. Any act or neglect of the owner, his employees or agents.
 - 2. Other contractors employed by the owner.
 - 3. Any delay in furnishing of drawings, information or return of shop drawings by the engineer.
 - 4. Any other cause which, in the opinion of the engineer, entitles the contractor to additional time, including but not restricted to acts of the public enemy, acts of any government in either its sovereign or any applicable contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unforeseeable severe abnormal weather.

PWM Section 2.19. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The date of beginning and the time for completion of the work are essential conditions of the contract documents and the work embraced shall be commenced on the date specified in the Notice to Proceed.

The contractor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the contractor and the owner, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

A daily charge will be made against the contractor for each working day, including free time, that any work shall remain uncompleted after elapse of contract time. This daily charge, determined by the original contract amount for the project from the table herein below, will be deducted from any money due the contractor. This deduction will not be considered a penalty but as liquidated damages.

The schedule of liquidated damages set forth below is an amount, agreed to by the contractor and the City of Rifle, as reasonably representing additional construction engineering costs incurred by the City if the contractor fails to complete performance within the contract time.

The schedule of liquidated damages will be:

Original Contract Amount Daily Charge From To and More than Including

\$ 0	\$ 25,000	\$ 270
25,000	50,000	465
50,000	100,000	540
100,000	500,000	950
500,000	1,000,000	1,250
1,000,000	2,000,000	1,400
2,000,000	4,000,000	1,750
4,000,000	8,000,000	1,970
8,000,000	10,000,000	2,050

Over \$10,000,000 - daily charge will increase by \$100 increments for each \$2,000,000 over \$10,000,000.

Permitting the contractor to continue and finish the work or any part thereof after elapse of contract time will not operate as a waiver on the part of the City of any of its rights under the contract.

Any deduction assessed as liquidated damages under this section shall not relieve the contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed contractor to complete the work according to contract times.

The contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following and the contractor has promptly given written notice of such delay to the owner or engineer.

A. To any preference, priority or allocation order duly issued by the owner.

B. To unforeseeable causes beyond the control and without the fault or negligence of the contractor, including but not restricted to, acts of God, or of the public enemy, acts of the owner, acts of another contractor in the performance of a contract with the owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unforeseeable severe abnormal weather.

The owner shall have the right to deduct the amount of liquidated damages from any monies due or to become due to the contractor, or to sue for and recover compensation for damages for non-performance of the work, from the contractor and his surety, as stipulated in the contract documents.

PWM Section 2.20. CORRECTION OF WORK

The contractor shall promptly remove from the premises all material and work condemned by the engineer for failing to comply with the contract documents, whether incorporated in the construction or not, and the contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the owner and shall bear the expense of making good all work and material of other contractors destroyed or damaged by such removal or replacement.

All removal and replacement Work shall be done at the contractor's expense. If the contractor does not take action to remove such condemned work and materials within ten days after receipt of written notice, the owner may remove such work and store the materials at the expense of the contractor.

PWM Section 2.21. SUBSURFACE CONDITIONS

The contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, which jeopardizes the safety of the project and/or persons thereon, notify the owner in writing of:

A. Subsurface or latent physical conditions at the site differing materially from those indicated in the contract documents.

B. Previously unknown physical or other conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract documents.

The engineer shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, an equitable adjustment shall be made and the contract documents shall be modified by a Change Order. Any claim of the contractor for adjustment hereunder shall not be all wed unless he has given the required written notice; provided that the engineer may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

PWM Section 2.22. SUSPENSION, DELAY OR INTERRUPTION OF WORK

The owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety calendar days or such further time as agreed upon by the contractor, by written notice to the contractor and the engineer which notice shall fix the date on which work shall be resumed. The contractor

will resume that work on the date so fixed. The contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension.

If the performance of all or any portion of the work is suspended, delayed or interrupted as a result of a failure of the owner or engineer to act within the time specified in the contract documents, or if no time is specified, within a reasonable time, an adjustment in the contract price or an extension of the contract time, or both, shall be made by Change Order to compensate the contractor for the costs and delays necessarily caused by the failure of the owner or engineer.

PWM Section 2.23. OWNER'S RIGHT TO TERMINATE OR ABANDON WORK

If the contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work or if he disregards the authority of the engineer, or if he otherwise violates any provision of the contract documents, then the owner may, without prejudice to any other right or remedy and after giving the contractor and his surety a minimum of ten days from delivery of a written notice, terminate the services of the contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the contractor, and finish the work by whatever method he may deem expedient. In such case the contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the contractor. If such costs exceed such unpaid balance, the contractor will pay the difference to the owner. Such costs incurred by the owner will be determined by the engineer and incorporated in a Change Order.

Where the contractor's services have been so terminated by the owner, said termination shall not affect any right of the owner against the contractor then existing or which may thereafter accrue. Any retention or payment of monies by the owner due the contractor will not release the contractor from compliance with the contract documents.

After ten calendar days from delivery of a written notice to the contractor, the owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the contract. In such case, the contractor shall promptly remove all of his equipment, temporary facilities and supplies from the premise, clean up the project and contiguous properties. Otherwise, the owner shall perform such housekeeping at the expense of the contractor. However, the contractor shall be paid for all work executed and any expense sustained plus reasonable profits as a result of such action by the owner.

PWM Section 2.24. CONTRACTOR'S RIGHT TO TERMINATE OR STOP WORK

If, through no act or fault of the contractor, the work is suspended for a period of more than ninety calendar days by the owner or under an order of court or other public authority, or the engineer fails to act on any request for payment within thirty calendar days after it is submitted, or the owner fails to pay the contractor substantially the sum approved by the engineer within thirty calendar days of its approval and presentation, then the contractor may, after ten calendar days from delivery of a written notice to the owner and the engineer, terminate the contract and recover from the owner payment for all work executed and all expenses sustained. In addition and in lieu of terminating the contract, if the engineer has failed to act on a request for payment or if the owner has failed to make any payment as aforesaid, the contractor may upon ten calendar days notice to the owner and the engineer stop the work until he has been paid all amounts then due, in which event and upon resumption of the work, Change Orders shall be issued for adjusting the contract price or extending the contract time, or both, to compensate for the costs and delays attributable to the stoppage of the work.

PWM Section 2.25. SUBCONTRACTING

The contractor may utilize the services of subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

The contractor shall not award work to subcontractor(s), in excess of fifty percent of the total contract price, without prior written approval of the owner.

The contractor shall be fully responsible to the owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the contractor the same power as regards terminating any subcontract that the owner may exercise over the contractor under any provision of the contract documents.

Nothing contained in this contract shall create any contractual relation between any subcontractor and the owner.

PWM Section 2.26. CONTRACT SECURITY

The contractor shall, within seven calendar days after the receipt of the Notice of Award, furnish the owner with a Performance and Payment Bond in the penal sum of the total contract price, conditioned upon the performance by the contractor of all Change Orders, undertakings, covenants, terms, conditions and agreements of the contract documents, and upon the prompt payment by the contractor to all persons supplying labor, equipment and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the contractor and a corporate bonding company licensed to transact such business in the State of Colorado and listed in the most recent revision of "Surety Companies Acceptable on Federal Bonds" as published in the U.S. Treasury Department Circular No. 570. The expense of the bond shall be borne by the contractor. If at any time a surety on any such Bond is declared a bankrupt or loses its right to do business in the State of Colorado, or is disapproved by the owner, the contractor shall, within ten calendar days after notice from the owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the owner. The premiums on such bond shall be paid by the contractor. No further partial payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the owner.

PWM Section 2.27. PARTIAL COMPLETION AND OCCUPANCY

At any time during the performance of the work that a portion of the permanent construction has been satisfactorily completed, in accordance with the contract documents, which is not required for the operation of the contractor but is needed or required by the owner, the engineer shall issue to the contractor a written notice of partial completion, and thereupon or at any time thereafter, the owner may take over, occupy, operate and use that portion of the construction therein described.

The notification of partial completion shall in no way be construed to constitute an extension in contract time for the completion of all the work or as a waiver of the right of the owner to require the fulfillment of all the terms of the contract documents. If such prior use should cause an increase in the cost of, or in the time required for, performance of the Work, as determined by the engineer, an equitable adjustment to the contractor shall be made and the contract documents modified by a Change Order.

PWM Section 2.28. MEASUREMENT OF QUANTITIES FOR PAYMENT

Measurement for pay items in the contract shall be as defined in the Measurement and Payment Section of the City of Rifle Standard Specifications for Design and Construction or as modified in the Special Conditions. The methods of measurement and computation to be used in determination of quantities; of work performed, of materials to be furnished and/or installed; will be those methods generally recognized as conforming to good engineering practice.

Sundry items, which are incident to or required in the construction of the work, but are not included as items in the Bid Schedule, shall be considered an integral part of the work to be performed. All labor, materials, etc., required for such items shall be furnished and installed, and the costs shall be included in the applicable contract unit price or lump sum amount bid.

PWM Section 2.29. SCOPE OF PAYMENT

Payment to the contractor will be made only for the actual quantities of contract items constructed and installed in accordance with the plans and specifications.

Payment made at the contract unit price or lump sum amount bid shall be full compensation for furnishing all labor, materials, equipment, appurtenances, taxes, insurance, permits and incidentals necessary to complete the work as shown on the plans and as required by the Specifications. Each item, fixture, piece of equipment, etc., shall be complete in place, operational and accepted.

No additional payment, over the amount bid, will be made for related work to any item unless specifically called for in the contract. Neither will payment be made for materials wasted, rejected or placed outside of plan limit lines.

PWM Section 2.30. PARTIAL PAYMENT AND CERTIFIED TAX REPORTS

The engineer, on or about the twenty-fifth day of the month in which work on the project is performed, shall prepare for contractor's approval, a partial payment estimate of the work performed and materials placed in accordance with the contract documents.

Not more than eighty (80) percent of the cost of materials and equipment delivered and suitably stored at or near the project site, but not incorporated in the work may be included in an estimate; provided however, the contractor furnishes invoices and supportive data establishing title in the name of the owner, to the engineer.

The amount to be retained from partial payments will be ten percent of the value of completed work, exclusive of mobilization and payment for materials on hand. When the retainment on contracts exceeding \$80,000 in value has reached five percent of the amount of the contract, no further retainment will be made. Amount of retainment will be held until such time as final payment is made with the following provision: When ninety-seven and one-half percent of the work has been completed, the engineer may, at his discretion and The amount to be retained from partial payments will be ten percent of the value of completed work, exclusive of mobilization and payment for materials on hand. When fifty percent of the work required by contracts exceeding \$150,000. has been performed, no further retainment will be made if in the opinion of the City, satisfactory progress is being made on the work. Amount of retainment will be held until such time as final payment is made with the following provision: When ninety-seven and one-half percent of the work has been completed, the engineer may, at his discretion and with the consent of the Surety, reduce the retained amount to twice the value of the work remaining to be done. Any amount retained under this provision shall be subject to the requirements of Colorado Revised Statute § 24-91-103.

Earnings so retained on contracts exceeding \$150,000. in value may be withdrawn by the contractor provided the contractor provides the City with an irrevocable letter of credit in a form and from a financial institution acceptable to the owner. Any amounts so retained by the owner under this provision shall be subject to Colorado Revised Statute. § 24-91-105.

The contractor upon receipt of each partial payment estimate shall either indicate his approval by signing and returning a copy to the engineer, or return the estimate unsigned and indicate in writing his reason for refusing payment. The owner, within fifteen- (15) days of presentation to the engineer of an approved partial payment estimate, shall pay the contractor the amount due thereon.

Upon receipt from the contractor of an approved designated semifinal estimate, as prepared by the engineer:

- A. The contractor shall, in writing, request the engineer to make a semifinal inspection in preparation for final acceptance of the work by the owner.

- B. The contractor shall prepare and furnish the engineer certified city and county sales and use tax reports covering the equipment and materials incorporated in the work.

The engineer, upon receipt of written request for semifinal inspection, shall promptly make said inspection of the work and issue to the contractor a written notice advising him of any deficiencies, corrective measures or clean up that he must complete prior to preparation of the final payment request.

All work covered by partial payment made shall thereupon become the sole property of the owner, but this provision shall not be construed as relieving the contractor of the sole responsibility for the care and protection of the work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the owner to require the fulfillment of all terms of the contract documents.

PWM Section 2.31. FINAL PAYMENT REQUEST, ACCEPTANCE AND RELEASE

Upon completion of the work, cleanup of the project site, the engineer's receipt from the contractor in triplicate of certified tax receipts, the engineer, within ten calendar days thereafter shall:

- A. Prepare a final payment request, for contractor's approval, showing the total value of the work completed in accordance with the contract documents and as modified by any Change Orders, less the value of:
 - 1. Partial payments previously made by the owner to the contractor.
 - 2. Retention of any claims, on file with the owner, against the contractor
 - 3. Estimated costs of completing any incomplete or unsatisfactory items of the work.
 - 4. Payments advanced by the owner, to subcontractors, material and equipment suppliers or others which are known by the contractor to have been made but not previously accounted for.
 - 5. Liquidated damages not previously paid to the owner by the contractor.
- B. Advise the owner and contractor by written notice that:
 - 1. The work has been inspected and accepted by him under the conditions of the contract documents.
 - 2. The work, effective the date of the notice, is placed under warranty, at the contractor's expense, for a period of one year.

3. The entire balance shown on the final payment request, as prepared by the engineer, is due and payable within thirty calendar days from date of approval thereof by the contractor.

Upon approving the final payment request, as prepared by the engineer, the contractor by such act, indemnifies and saves the owner and his agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the work. The contractor shall, at the owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived. If the contractor fails to do so, the owner may, after having notified the contractor, either pay unpaid bills or withhold from the contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, in accordance with the terms of the contract documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the owner to either the contractor, his surety, or any third party. In paying any unpaid bills of the contractor, any payment so made by the owner shall be considered as a payment made under the contract documents by the owner to the contractor and the owner shall not be liable to the contractor for any such payments made in good faith.

The acceptance by the contractor of final payment shall be and shall operate as a release to the owner of all claims and all liability to the contractor other than claims in stated amounts as may be specifically excepted by the contractor for all things done or furnished in connection with this work and for every act and neglect of the owner and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the contractor or his sureties from the warranty period or any other obligations under the contract documents or the Performance and Payment Bond.

In the event the owner fails to make final payment as herein provided, there shall be added daily interest at the rate of six percent per annum, commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor.

PWM Section 2.32. INSURANCE

The contractor shall at its own expense keep in full force and effect during the term of this contract insurance as follows:

The contractor shall secure and maintain statutory workmen's compensation.

The contractor agrees to secure, at his own cost, a policy or policies of insurance sufficient to insure against the liability assumed by the contractor pursuant to the provisions of paragraph 2.36 of these General Conditions. The contractor's insurer must be rated "B+" or better, according to Best's Key Rating Guide and must be admitted to do business in the State of Colorado. The contractor shall provide the owner with a certificate of insurance from a properly qualified representative of the insurer, that any policy purchased pursuant to this contract complies with the conditions required by this contract. The certificate of insurance must show current name and address of the insured(s) named in the policy. The contractor shall not commence any work under this contract, and shall not allow any subcontractor or any officer, employee, or agent of the contractor or any subcontractor to commence any work under this contract, until any such certification has been received and approved by the owner.

The contractor shall not be relieved of any liability assumed pursuant to the foregoing paragraph by reason of its failure to secure insurance as required by this contract or by reason of its failure to secure insurance in sufficient amounts, of sufficient durations, or of sufficient types to cover such liability. The required policy shall meet the following conditions:

A. The policy limits shall be as follows:

1. The limit for an injury to one person in any single occurrence shall be no less than \$1,000,000, and the limit for an injury to two or more persons in any single occurrence shall be no less than \$2,000,000. Costs of defense shall not be included within such limits or, if they are so included, the minimum limits shall be \$1,000,000 combined single limits.
2. The general aggregate limit shall be unlimited or at least \$2,000,000.

B. The policy shall include the owner as an additional insured. The parties hereto understand and agree that the owner is relying on and does not waive or intend to waive by this contract, any provision hereof, including the provisions of this paragraph, the monetary limitations (presently \$1,000,000 per person and \$2,000,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as from time to time amended, or otherwise available to the owner.

C. The insurer shall give the owner notification of any cancellation or termination by refusal to renew the policy or any change in coverage of the policy in the manner provided by law. If no such notification is provided by law, the insurer shall give the owner at least thirty (30) days prior written notification of any cancellation or termination by refusal to renew the policy or of any change in coverage of the policy, unless cancellation or termination is for non-payment of premium, in which case, the industry standard of ten (10) days prior written notification shall apply.

D. The contractor shall be solely responsible for any deductible losses under the policy.

E. If the policy is a claims made policy, the policy shall provide the contractor the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two years. The contractor agrees to purchase such an extended reporting period should the policy be cancelled or terminated.

F. If the policy is a claims made policy, the policy shall give the owner the right to purchase the extended reporting period described in paragraph E above if the contractor fails to purchase such an extended reporting period as required by this contract. The owner's exercise of such right shall not relieve the contractor of any liability for its failure to purchase such an extended reporting period as required by this contract.

G. If the policy is a claims made policy, the retroactive date of any renewal of such policy shall be no later than the date this contract is signed by the parties hereto.

H. If the contractor purchases a subsequent claims made policy in place of any prior policy, the retroactive date of such subsequent policy shall be no later than the date the contract is signed by the parties hereto.

The contractor shall secure and maintain, at his own expense, if applicable or called for in the Special Conditions, the following insurance coverage:

Fire, extended coverage and vandalism insurance on the project to the full insurable value thereof for the benefit of the owner, the contractor and subcontractors.

"All Risk" type builder's risk insurance for work to be performed. Unless otherwise authorized by the owner, the amount shall not be less than the contract price totaled in the Bid Proposal. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the contract time and until the work is accepted by the owner. The policy shall name as the insured the contractor, the owner and their designated agents.

Special Comprehensive General Bodily Injury and Property Damage for the period of time that work being performed is encroaching on property owned or controlled by individuals, partnerships or corporations such as irrigation companies and railroads, state or federal agencies, and to limits set forth in their permit. The policy shall be issued to the permittee and name as the insured the contractor, the owner and their designated agents.

The contractor must comply with the owner's requirements for filing certificates of insurance, as determined by the Risk Management Division. A certificate of insurance acceptable to the Risk Management Division must be provided at the time the contract is executed by the parties hereto unless both parties arrange otherwise.

The contractor is responsible for submitting certificate(s) of insurance, subject to the insurance requirements described above, for all subcontractors. All certificates of insurance are subject to periodic verification and approval by the owner.

PWM Section 2.33. SEPARATE CONTRACTS

The owner reserves the right to let other contracts in connection with this project, or contiguous thereto. The contractor shall afford other contractors, utility companies or owner's forces reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs. If the proper execution or results of any part of the contractor's work depends upon the work of any other contractor, the contractor shall inspect and promptly report to the engineer any defects in such work that render it unsuitable for such proper execution and results.

If the performance of additional work by other contractors, utility companies or the owner is not noted in the contract documents prior to the execution of the contract, written notice thereof shall be given to the contractor by the engineer, prior to starting any such additional work. If the contractor believes that the performance of such additional work by the owner or others entitles him to a change in contract price or time, or both, he may, by written notice to the engineer, request a Change Order as provided under Changes in the Work.

PWM Section 2.34. HOUSEKEEPING AND CLEANUP

At all times during the progress of the work the contractor, at his expense, shall maintain the site, storage yard, adjacent properties, both public and private, policed and free of litter or trash. All material and equipment to be incorporated in the work shall be stored in a neat appearing manner and protected from damage or the elements until accepted in accordance with the contract documents.

Prior to final payment, the contractor, at his expense, shall remove from the project site and from contiguous private and public property, all temporary structures, equipment, rubbish and waste materials resulting from his operations. He shall clean up, police around and over all facilities that the owner will acquire maintenance thereof.

Disposal areas for waste material, from the contractor's operation, shall be those areas that comply in every way with local ordinances and are approved by the engineer.

PWM Section 2.35. ASSIGNMENT

Neither the contractor nor the owner shall sell, transfer, sublet as a whole, or otherwise dispose of the contract or any portion thereof without the written consent of the other and its surety; nor shall the contractor assign any monies due or to become due to him thereunder, except to a bank or financial institution acceptable to the owner.

PWM Section 2.36. INDEMNIFICATION

The contractor agrees to indemnify and hold harmless the owner, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims and demands on account of personal injuries, including without limitation worker compensation claims and death claims, or property loss or damage, or any other loss of any kind whatsoever, which arises out of or are in any manner connected with this contract, whether or not such injury, loss, or damage is caused by, or is claimed to be caused by, the act, omission, negligence or other fault of the contractor, any employees of the contractor, or any other person or entity; or by accident; or by any other cause. Nothing herein is intended to constitute a covenant, promise, or agreement to indemnify and hold harmless the owner from any liability or damages directly caused by or attributable to the owner's own negligence. The contractor agrees to investigate, handle, respond to, provide defense for, and defend against, any liability, claims, or demands arising from, connected with, or related to the contract at the sole expense of the contractor regardless of whether the liability, claim, or demand is related to the owner's own negligence and the contractor further agrees to bear all other costs and expenses, related thereto, including court costs and attorney fees, whether or not the claim or claims alleged are groundless, false, or fraudulent. Nothing herein is intended to be, or may be construed as, a waiver or the immunities, protections, or limitations on damages provided to The City of Rifle by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 through 24-10-120, as it may from time to time be amended.

PWM Section 2.37. ENGINEER'S STATUS AND DECISIONS

The engineer shall act as the owner's representative during the construction period. He shall decide questions which arise in the execution of the work. He shall perform technical inspections in the field, in laboratories, at factories, at sources of supply and wherever he feels the necessity to determine the quality and acceptability of material and equipment furnished and work performed. He shall reject all material, equipment and work which fails to conform to the specifications. He shall stop the performance of the work whenever such stoppage may be necessary to insure the proper execution of the contract documents. He shall determine the quantity of work to be paid for and prepare all partial payments, estimates and the final payment request for submittal to the owner after obtaining the contractor's approval thereof.

The engineer will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.

The engineer shall, within a reasonable time after presentation, make decisions by written notice on all claims of the owner or the contractor on all matters relating to the execution and progress of the work or the interpretation of the contract documents.

PWM Section 2.38. LAND, RIGHTS-OF-WAY, EASEMENTS AND ENCROACHMENTS

Prior to issuance of Notice to Proceed, the owner shall obtain all land and rights-of-way necessary for carrying out and for the completion of the work to be performed pursuant to the contract documents, unless otherwise stated in the Special Conditions or mutually agreed to.

The owner shall indicate on the drawings or provide to the contractor information which delineates and describes the lands owned, rights-of-way and easements acquired, and encroachments over lands upon which the work is to be performed.

Delays in furnishing land for the work by the owner may be deemed proper cause for a change in the contract price, contract time, or both.

The contractor shall provide, at his own expense and without liability to the owner, any additional land and access thereto that the contractor may desire for temporary construction facilities, or for storage of materials and equipment.

PWM Section 2.39. GUARANTY AND WARRANTY

The contractor shall guarantee all material and equipment incorporated in, and warrant all workmanship on, the project for a period of one year from the date of written notice of acceptance of the project or portions thereof. The contractor shall within forty-eight hours after notification from the owner, subsequently verified by written notice, make all needed repairs and corrections which develop or result from defective workmanship, materials or equipment.

In the event the contractor should fail to make such repairs, adjustments, or performs other necessary work required to correct any deficiencies, the owner may do so and charge the contractor the cost thereby incurred. The Performance and Payment Bond shall remain in full force and effect through the guarantee and warranty period.

PWM Section 2.40. TAXES

The contractor will pay all applicable sales, use and other similar taxes required by the laws of the State of Colorado. When taxes are due, the developers, other responsible parties, and/or their subcontractors, prior to requesting final warranty on their project shall furnish the engineer, in triplicate on the City form, certified receipts of sales, use and other similar taxes, required by law, paid on all materials and equipment incorporated in or used in the performance of the work.

Notwithstanding the above, the contractor shall obtain from the Colorado Department of Revenue a Certification of Exemption indicating, where applicable, that the contractor's purchase of construction or building materials is for use in the building, erection, alteration or repair of public works owned and used by the City of Rifle, in its governmental capacity. The contractor shall file with the engineer a certified copy of the Certification of Exemption, prior to commencing Work.

Where a project is exempt from such tax, the amount of such tax shall not be included in any bid proposal submitted to the City.

PWM Section 2.41. DESIGNING AND PERFORMING WORK WITHOUT A CONTRACT AGREEMENT

All property owners, individuals, partnerships or corporations which engage in the subdividing or improving of land, or in the design or construction of the Work, ultimately to be maintained, operated, occupied or owned by the City of Rifle, other than those directly contracting with the City, shall adhere to this Public Works Manual, Design and Construction of Public Improvements to which these General Conditions are a part.

No portion of the work shall be performed until the engineer has approved the drawings pertaining there to, and then only by a contractor that is licensed and bonded to the City of Rifle.

Those who are responsible for, or cause the work to be performed, and those who actually perform the work, will be considered, for purposes of these General Conditions and Standard Specifications, as having executed a contract agreement, as contractor, with the City of Rifle as owner, even though no agreement exists. As such, they shall comply with all the technical and performance provisions of these Specifications, be subject to inspection and the directives of the engineer.

PWM Section 2.42. CLOSEOUT

To close out a project or development, several items need to be taken into account by the Contractor, Engineer and by the Owner. Several of these items may have been initiated prior to or during the work.

The Contractor of the work shall notify the Engineer and the Owner in writing that he has reached "Substantial Completion" and include a list of work yet to be completed or corrected. If requested by the Engineer, closeout of areas or portions of work may be allowed by the Owner.

The Engineer, along with the Owner's representative, shall inspect the work to determine if it is substantially complete. If it is substantially complete, a "Certificate of Substantial Completion" will be issued by the Engineer along with a "Punch List" of items to be completed or corrected, to the Contractor and the Owner.

The Contractor shall complete and/or correct the items listed on the punch list, or any other item that becomes known, and again notifies the Engineer and Owner in writing that the work is ready for final inspection. At this time, the Contractor may submit his application for final payment to the Engineer.

The Engineer along with the Owner's representative will make a final inspection. If the work is found acceptable and complete to the satisfaction of the Owner, a meeting will be scheduled to finalize all other items due. Should the Contractor fail to complete and/or correct all punch list items required by the Owner, the Contractor shall pay for additional "Final Inspections" by the Engineer at the Engineer's current rates. If the Contractor has any question with regard to any items found on the punch list, he shall request clarification from the Engineer prior to final inspection.

Prior to release of final payment, a meeting (referred to in the previous paragraph) shall be held to collect from the Contractor and/or the Engineer, for the Owner, the following items:

1. Outside Inspection Certificates, as applicable,
 2. Materials Certificates of Compliance,
 3. Equipment and Material guarantees,
 4. Contractors one-year (or longer, if required) guarantee or warranty using Owner forms,
 5. Operation & Maintenance Manuals and Parts list, as applicable,
 6. Receipts for Materials delivered to the Owner,
 7. Miscellaneous Keys, Tools, etc.
 8. Final Application for Payment,
 9. Consent of Surety to Final Payment,
 10. Contractor's Affidavit of Release of Liens,
 11. Project Record Drawings (As-Built),
 12. Quitclaim deed from developer conveying any interest it has in the public improvements to the Owner using Owner format,
 13. Bill of Sale conveying all public improvements to the Owner free and clear of liens and encumbrances using Owner format,
1. Final Payment Amount,
 2. Contractor acknowledgement of Date of Warranty, and
 3. All other documentation.

And the Owner will provide to the Engineer:

1. Public Works Director Certification that the work has been constructed in conformance with the plans and specifications.
2. A letter informing the financier to release the Letter of Credit.

Inspection certificates shall be submitted (Number 1, in the list above) from any State or Other governing body having jurisdiction, such as State electrical certification that the work is in strict conformance with applicable codes. The Contractor shall remedy any defects due to faulty materials or workmanship and pay for damage to other work resulting there from, for a period of one year (or longer, if required) in accordance with Section 2.39 herein. A written warranty based on the provisions of Section 2.39 shall be provided to the Owner, dated as agreed with the Owner, properly signed and notarized and addressed to the Owner.

All keys to doors, panels or switches, special tools required for equipment and spare parts or supplies, as applicable, shall be accounted for and turned over to the Owner.

The Owner, will initiate action to advertise in the local newspaper regarding final payment to the Contractor and determining the date for payment.

Project Record Drawings (As-Built) shall consist of one blackline copy of the completed project work with changes clearly marked and clouded and a CD-ROM. The CD-ROM disk shall include the marked up sheets in individual PDF format files and the electronic line work in the latest AutoCad drawing format. The electronic line work should be supplied such that all improvements are located on the Rifle grid i.e. UTM Z13 in metric (meter) scale. All drawings (electronic and hardcopy) should be clearly and neatly marked "RECORD DRAWING" in ½" block letters in the lower right quadrant of the sheet.

Item 14, above, shall be broken down into 1) cost of water system per individual street (including pipe, fittings, valves, services, hydrants, etc.), 2) sewer system (including pipe, services, manholes, etc.) per individual street, 3) storm drain and culvert system per individual street (including pipe, inlets, boxes, flared ends, manholes, etc.) and 4) individual street costs (including signals, signs, striping, asphalt, road base, curb, gutter sidewalk, grading, etc.).

PWM Section 2.43. RIGHTS AND REMEDIES

The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not as a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law, including but not limited to tort remedies. The Contractor agrees that the economic loss rule as set forth in the Town of Alma v. Azco Construction, Inc., 10 p.3d 1256 (Colo. 2000) shall not serve as a limitation on the Owner's right to pursue tort remedies in addition to other remedies it may have against the Contractor. Such rights and remedies shall survive the acceptance of the Work or any termination of the Contract Documents. Contractor further specifically waives all provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes, regarding defects in the Work under the Contract. In the event any portion of this provision is deemed un-enforceable by a court of competent jurisdiction, the remaining portions of this provision shall survive.

Supplementary General Conditions

1.00 GENERAL

These Supplementary General Conditions amend or supplement the Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemented, remain in full force and effect.

2.00 INSURANCE

The Contractor shall provide and maintain adequate Workmen's Compensation Insurance for all labor on the Work under this Contract. Protection under said policies shall extend to the Owner and Contractor. Certifications of such insurance shall be filed with the Owner prior to commencement of operations. Proof of carriage of insurance by subcontractors shall also be furnished.

2.01 Unless otherwise provided in these Supplementary General Conditions, Contractor shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in these Supplementary General Conditions or required by Law). This insurance shall include the interests of Owner, Contractor and Subcontractor in the Work, shall insure against the perils of fire and extended coverage, shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in these Supplementary General Conditions, and shall include damages, losses and expenses arising out of, or resulting from, insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance, or otherwise provided in these Supplementary Conditions, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on or off the site or in transit when such portions of the Work are to be included in an *Application for Payment*. Such coverage shall be provided until the issuance of a certificate of substantial completion. The policies of insurance required to be purchased and maintained by Contractor in accordance with section 2.32 of the Rifle Public Works Manual shall contain a provision that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to Owner.

2.02 All equipment shall be covered under the insurance requirements of the Contractor as stated under 2.01 above.

2.03 Coverage Required (minimum):

A. General Liability

1. Limits

- | | | |
|----|-------------------|--|
| a. | Bodily Injury - | \$1,000,000 each person
\$2,000,000 each occurrence |
| b. | Property Damage - | \$1,000,000 each occurrence
\$2,000,000 aggregate |

2. Coverages

- | | |
|----------|--------------------------------------|
| <u>x</u> | Comprehensive Form |
| — | Premises-Operations Explosion |
| — | Collapse Hazard |
| — | Underground Hazard |
| <u>x</u> | Products/Completed Operations Hazard |
| <u>x</u> | Contractual Insurance |
| <u>x</u> | Broad Form Property Damage |
| <u>x</u> | Independent Contractors |
| <u>x</u> | Personal Injury |

B. Automobile Liability

1. Limits

- | | | |
|----|-------------------|---------------------------|
| a. | Bodily Injury - | \$250,000 each person |
| b. | Property Damage - | \$500,000 each occurrence |
| c. | Combined - | \$600,000 each occurrence |

2. Coverages
- | | |
|----------|--------------------|
| <u>x</u> | Comprehensive Form |
| <u>x</u> | Owned |
| <u>x</u> | Hired |
| <u>x</u> | Non-Owned |

2.05 Certificates of Insurance from the contractor and subcontractor's insurance carriers shall name both the City of Rifle and CDOT as additional insured parties. Submission of Certificates of Insurance shall be provided prior to commencing any work.

3.00 TAX EXEMPTION.

Owner's tax-exempt number, when applicable, to be used as part of this project, will be provided to the successful bidder. The successful bidder shall then apply for sales tax exemption before working on a City Project. See www.revenue.state.co.us/PDF/dr0172.pdf. Subcontractors shall be provided copies of the contractor's sales tax exemption certificate to avoid paying taxes when purchasing materials to be incorporated in the City project. Therefore, these taxes should not be included in the cost for performing the work.

4.00 FINAL PAYMENT.

Lien waivers from all prime Contractors and Subcontractors to be provided prior to issuance of final payment.

5.00 COMPLETION TIME.

Crack Seal 2023	Begin	Finish	March	April	May	June
RFB	20-Mar-23	7-Apr-23				
NOA	19-Apr-23	21-Apr-23				
Construction	8-May-23	7-Jun-23				

6.00 OWNER'S REPRESENTATIVE.

Unless provided for otherwise in writing by the Owner, any on-site Inspector or Representative of the Owner shall not have the authority to render any binding decisions nor make any binding judgments to the Contractor pertaining to any work which may change the Contract price or time of completion, or to the quality of Work, or to the manner in which the Work is being performed. The Representative of the Owner shall serve as a means of communication between the Owner and the Contractor and shall monitor the Work for the Owner. Any communication given to the Representative of the Owner by the Contractor shall be considered as being given to the Owner.

7.00 SAFETY REQUIREMENTS.

Nothing in the Contract Documents shall be construed as relieving the Contractor from protecting all property and persons or from strictly adhering to all applicable local, state and federal safety requirements. Where there is a conflict between the Contract Documents and any applicable safety requirement, the safety requirement shall take precedence.

8.00 LAWS AND ORDINANCES.

The Contractor shall at all times observe and comply with all federal, state and local laws, ordinances and regulations which in any manner affect the contract or Work, and shall indemnify and save harmless the Owner and the Owner's agent against any claim arising from the violations of any such laws, ordinances and regulations, whether by the Contractor or his employees.

If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules or regulations, and without notice to the Engineer, he shall bear all costs arising there from.

9.00 WAIVER.

It is expressly understood and agreed that any waiver granted by the Engineer or Owner of any term, provision or covenant of this Contract shall not constitute a precedent nor breach of the same or any other terms, provisions or covenants of this Contract. Neither the acceptance of the Work by the Owner nor the payment of all or part of the sum due the Contractor hereunder, shall constitute a waiver by the Owner of any claim which the Owner may have against the Contractor or otherwise.

10.00 PROTECTION OF PUBLIC UTILITIES AND OTHER ADJOINING PROPERTY.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to other property at the site or adjacent thereto, and he shall be liable for any and all claims for such damage on account of his failure to fully provide such protection.

The Contractor shall notify all public utility companies at least forty-eight (48) hours prior to commencement of any Work in the vicinity of the utilities. No Work shall commence until the utilities have been located and staked by the utility company or written consent to proceed has been given by the Owner. If utility service must be interrupted, the Contractor shall notify the head of local administrative services (i.e., City Manager, Mayor, and City Clerk), as applicable, and utility users affected by the interruption of service at least twenty-four (24) hours prior to interruption. Notice shall consist of publication in a local newspaper and/or announcement on local radio or television stations as determined by the Owner.

11.00 PROJECT PHOTOGRAPHS/VIDEOS

It is the Contractor's responsibility to take a sufficient number of pre-construction photographs/videos to resolve any disputes, which may arise regarding the conditions prior to and subsequent to construction. The Contractor shall provide copies of the pre-construction photographs/videos to the Owner prior to the start of work. Any potential problems should be identified at that time.

Progress and record photographs/videos shall be provided by the Contractor as appropriate to resolve any disputes and to completely document the work performed as a supplement to the Record Drawings. In general, the photographs/videos should be sufficient to show that all work was properly completed in accordance with the plans and specifications.

12.00 DAMAGE TO CONSTRUCTION.

The Contractor shall safeguard, until all work embraced by this Contract is formally accepted, all construction, both complete and incomplete, against damage and destruction, and should damage result, he will be required to reconstruct

or repair it at his expense in a manner conforming to the Plans and Specifications, reconstruction shall be in a manner suitable to the Engineer.

13.00 PRE-CONSTRUCTION CONFERENCE.

A pre-construction conference shall be held within fifteen (15) days after the *Notice To Proceed*, at the Owner's place of business. The purpose of such meeting shall be to explain as required to the Contractor, the requirements of the Contract Documents, the procedures to be used in the administration of the Contract, the requirements of any funding Agencies, and to discuss any item of concern to the Work. The Contractor, Owner and Engineer, or authorized representative of each, shall be required to attend such meeting as a condition of the Contract.

14.00 BIDDER EXPERIENCE.

Upon request, bidder to provide documentation of relevant experience with reference to a minimum of three (3) projects of similar scope and size. Statement shall include equipment and manpower available for utilization on project. Supervisory personnel for project shall be provided. Qualification information shall be submitted as stated in section 3.0 of the "Instructions to Bidders".

16.00 PERFORMANCE AND PAYMENT BONDS.

Payment and Performance Bonds are required (section 2.26 of the general conditions and Agreement Documents section of the Project Manual).

17.00 WARRANTY INSPECTION.

At the Owner's discretion, a warranty inspection will be held during the sixty (60) calendar days prior to the expiration of the two-year warranty period. Contractor agrees to provide an authorized representative at such inspection to represent Contractor's interests. All defects identified during the inspection shall be corrected at Contractor's expense at direction of Owner in a timely manner. Corrective work shall be commenced within ten (10) calendar days after written notice to Contractor.

19.00 JOB SITE RESTRICTIONS.

19.01 Salvage. All materials to be removed from the project site or demolished on site shall be disposed of by the Contractor off the project site within five days.

19.02 Staging Area. Staging may utilize right of way if the contractor provides adequate warning cones, reflectors, etc. Contractor takes sole responsibility for leaving any equipment or materials in the City right of way.

19.03. Disposal Area. Owner's property is not available for a Contractor disposal area.

19.04 Working Hours. Work will normally be permitted after 7:00 a.m. and before 7:00 p.m. Monday through Friday. Other work hours must be approved by Engineer in writing. Work may be permitted on Saturday with 48 hours prior notification given to the Owner's representative.

20.00 ARBITRATION.

Anything in the General Conditions of the Contract Documents notwithstanding the choice to submit any dispute to binding arbitration shall be solely that of the Owner and no other party to this Contract shall have the right to submit any controversy to binding arbitration.

21.00 PAYMENT RETAINAGE.

Retainage on Pay Estimates shall be five (5) percent.

22.00 REFERENCE TO OWNER.

The City of Rifle will be the Owner of this project and will be referred to as Owner in the Agreement.

23.00 NOTIFICATION TO ADJACENT PROPERTY OWNERS.

Contractor shall provide constant communication with adjacent property owners to schedule and discuss impacts the contractor's work will have on their access and utility service.

Access to property owners adjacent to the work site shall be open at all times unless other arrangements are made a minimum of twenty-four (24) hours in advance.

24.00 DRAWING ACCURACY AND EXISTING UTILITIES.

Contractor shall provide constant communication with adjacent property owners to schedule and discuss impacts the contractor's work will have on their access and utility service.

As such, information relating to locations, sizes, or elevation of existing facilities should be considered only approximate. It shall be the responsibility of the Contractor to contact the appropriate representatives of utility companies, or utility locate companies, a minimum of 48 hours prior to the commencement of Work which might affect utility installations and to secure from such representatives information as to accurate location, size and type of such installations. The Contractor shall assume all responsibility for protection, repair and relocation of all such items encountered. Should repair or replacement be required, work shall be performed according to the requirements of the respective utility company.

25.00 ABBREVIATIONS.

Whenever the following abbreviations are used in these Specifications or on the Drawings, they shall be construed the same as the respective expressions represented:

AASHO or	
AASHTO	American Association of State Highway Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute, Inc.
AWWA	American Water Works Association
CDOT	Colorado Department of Transportation
CDPHE	Colorado Department of Public Health & Environment
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard, U.S. Department of Commerce
FED. SPEC.	Federal Specifications
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
OSHA	Occupations Safety and Health Act (Federal and/or State)
SSPC	Steel Structures Painting Council
UBC	Uniform Building Code
UL	Underwriters Laboratories, Inc.

25.01 Standard Specifications Reference. Where reference is made in these Specifications to other Standard Specifications, it is the intent that the latest available revisions of the CDOT Standard Specifications referenced be used. All portions of the CDOT Standard Specifications referenced shall be considered a part of these Specifications unless specifically superseded herein.

In case of conflict between the drawings and specifications, the specifications shall govern. Figured dimensions on drawings shall govern over scale dimensions, detailed drawings shall govern over General Drawings and Special Conditions shall govern over Standard Specifications.

Any discrepancies between the drawings and specifications and site conditions; or any inconsistencies, errors, omissions or ambiguities in the drawings or specifications; or any errors or omissions in the layout as given by survey points and instructions shall be immediately reported to the engineer, in writing, who shall promptly verify and correct such inconsistencies or ambiguities in writing. Work performed by the contractor after such discovery, until authorized or corrected by the engineer, shall be done at the contractor's risk.

26.00 PERMITS AND EASEMENTS.

The Contractor shall be responsible for securing any and all access rights he may require for construction convenience with private individuals and landowners. The Contractor shall provide the Engineer evidence of agreements for such access rights. All other permits required should be secured prior to commencement of Work at the Contractor's own expense.

The successful Contractor will be required to obtain a City of Rifle Contractor's license for construction operation. Proof of insurance shall be required.

27.00 SUBSTITUTION OF MATERIALS.

At no time shall materials be substituted for those shown on the Drawings or called for in the Specifications unless written approval is obtained from the Engineer in writing prior to construction. Any deviation from the Drawings

and Specifications shall be accompanied by a written directive of the Engineer or his representatives. (See Article 6, General Conditions).

28.00 CONTROLLED AREA OF WORK.

The Contractor shall confine all the construction work and all related activities to the public roadways, utility easements, or construction areas designated by the Engineer. Access and egress to the work area shall be minimized to specific points.

29.00 INTERPRETATION OF ESTIMATED QUANTITIES.

Bidders are cautioned that the estimated quantities in the Bid Schedule are approximate only and are prepared for the comparison of bids. The basis of payment will be actual quantities of work performed and accepted or as stated in the Measurement and Payment section of each specification section. Prior to mobilization the contractor shall present their verification of quantities and final work plan for all aspects of work.

30.00 TEMPORARY FACILITIES.

The Contractor, at his expense, shall provide all necessary temporary facilities for his own convenience or to meet local, state, or federal requirements, including, but not limited to, potable water, sanitary waste facilities, power, telephone, etc. (See Article 6, General Conditions).

31.00 CLEAN-UP.

The Contractor will be responsible for immediately cleaning the job site during and after construction. A continuing effort shall be made through the duration of the contract to keep all areas clean and free of all rubbish, removed vegetation, construction waste, employee waste, debris and other objectionable materials generated from the project. All materials as part of this work shall be disposed off site in an acceptable manner. Final clean-up must be approved and accepted by the Owner before the contract may be considered complete.

32.00 MEASUREMENTS AND PAYMENT.

Payment for work done shall be as defined in *Bid Schedule*. Payment shall be complete compensation for the work unit completed and shall consist of furnishing and installing all materials, plant, equipment, labor and other items related to the work unless otherwise specified. All incidentals not specifically mentioned, but required to complete the Work, shall be paid for as part of the Work unit they are related to. All bid items shall be measured and paid in accordance with the appropriate section of the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction unless revised by the Standard or Project Special Provisions.

33.00 SUBMITTALS.

The Contractor shall submit submittal data, as defined in the General Requirements. Submittals shall be required on all items of the submittal schedule contained in the Technical Specifications.

34.00 COMMUNICATION.

Project will demand the need for communication with properties impacted by work performed. The Contractor shall notify, twenty-four (24) hours in advance of work, all property owners that may be affected by his work. This notification shall include times and duration of access or traffic interruptions. Anticipated interruptions shall be discussed with the City representatives daily.

The purpose of public notification is to reasonably inform the public of the work and to allow the public to schedule activities that may be impacted by the work. Owner, through its Representative, may stop work not consistent with the schedules prepared by the Contractor, which in the opinion of the Owner causes unreasonable hardship to the public.

Contractor shall designate an Information Coordinator who shall be on site during all work hours and shall be responsible for:

1. Preparing a weekly work schedule that includes planned type of work and areas of affected by work. Once schedule is confirmed, the City shall prepare door hangars for the Contractor to distribute the week prior.
2. Communication with adjacent properties of any change to traffic control that may affect their access via written notice for residents. The Contractor is responsible for any follow-up communications with residents after the initial door hangars are provided.
3. Communication with the media or by other means as appropriate, planned/scheduled changes in traffic control and other items that will affect the public traveling through the site. Also communicate with emergency services as to location of work and impacts.
4. Coordinate performed work to be consistent with weekly work schedule.

End of Section

Technical Specifications

These Technical Specifications supplement the specifications provided in the City Of Rifle Public Works Manual. All provisions, which are not so amended or supplemented, remain in full force and effect.

Submittal Schedule

Submittals on the items below must be accepted by the City Of Rifle prior to commencement of work.

- _____Traffic Control Plans
- _____Crack Sealing Product Data
- _____Crack Sealing Installation Instructions
- _____Mastic Product Data
- _____Mastic Installation Instructions

Traffic Control

I General

Submittal Requirements

The Contractor shall prepare a Transportation Management Plan for each portion of the project.

The Contractor shall manage the work zone impacts of the Project in accordance with the Transportation Management Plan (TMP). The TMP shall consist of the Traffic Control Plan (TCP), and Public Information (PI) requirements. The TCP addresses traffic safety and control through the work zone and the PI component requirements shall address communication with the public and concerned stakeholders. The initial TMP shall be submitted at the Pre-construction Conference. The Contractor's superintendent shall implement the TMP.

(a) Traffic Control Plan. The Contractor shall control traffic in accordance with the Traffic Control Plan (TCP), as shown in the Contract. To implement the TCP, the Contractor shall develop and submit a Method for Handling Traffic (MHT) for each different phase of construction which shows the Contractor's proposed construction phasing and proposed traffic control devices consistent with the TCP. If at any time the Contractor desires to change the MHT, it shall be considered a different phase requiring a new MHT.

Any major revisions to the TCP as determined by the Engineer must be authorized by a contract modification order.

Each proposed MHT shall be approved in writing by the Engineer before the corresponding phase of construction will be allowed to begin. The initial MHT shall be submitted at the Pre-construction Conference.

The proposed MHT shall include as a minimum the following:

(1) A detailed diagram which shows the location of all traffic control devices, including advance construction signs and speed limit signs; method, length and time duration for lane closures; and location of flaggers and time duration of the flagging operation. Lane closures shall be kept to a minimum in both length and duration, and cause a minimum of interference to the traveling public, consistent with the work being performed.

(2) A tabulation of all traffic control devices shown in the detailed diagram including, but not limited to: construction signs; vertical panels; vertical panels with light; Type 1 and Type 2 barricades; Type 3 barricades; cones, drum channelizing devices; concrete barrier (temporary); advance warning flashing or sequencing arrow panels. Traffic control devices may be used for more than one operation or phase. However, all devices required for any particular phase must be detailed and tabulated for each phase.

Traffic cone spacing shall be determined as required by the standard plans calculations based on current speed limits. Cone spacing shall not exceed 120 feet. Cones shall be placed a distance of 2 miles on the centerline. The distance and spacing may be adjusted, depending on traffic conditions and terrain, as determined by the Engineer.

(3) A plan for maintaining and controlling pedestrian, bicycle, and other non-vehicular traffic.

(4) A plan for emergency vehicle access.

II Products

Traffic Control Devices shall conform with Section 630 of the CDOT 2019 Standard Specifications

III Execution

The Contractor shall designate an individual, other than the superintendent, to be the Traffic Control Supervisor. The Traffic Control Supervisor shall be certified as a worksite traffic supervisor by either the American Traffic Safety Services Association (ATSSA) or the Colorado Contractors Association (CCA), and shall have a current Department flaggers certificate. A copy of the Traffic Control Supervisor's certifications shall be provided to the Engineer at the Pre-construction Conference. The Contractor's Superintendent and all others serving in a similar supervisory capacity shall have completed a CDOT-approved two-day Traffic Control Supervisor training as offered by the CCA. The one-day ATSSA Traffic Control Technician (TCT) training along with the two-day ATSSA Traffic Control Supervisor training will serve as an alternate. If the alternate is chosen, the Contractor shall provide written evidence that at least an 80 percent score was achieved in both of the two training classes. The certifications of completion or certifications of achievement for all appropriate staff shall be submitted to the Engineer at the Preconstruction Conference.

The Traffic Control Supervisor's duties shall include:

- (1) Preparing, revising, and implementing each required Method of Handling Traffic in accordance with the Traffic Control Plan.
- (2) Directly supervising project flaggers.
- (3) Coordinating all traffic control operations, including those of subcontractors and suppliers.
- (4) Coordinating project activities with appropriate police and fire control agencies.
- (6) Inspecting traffic control devices on every calendar day that traffic control devices are in use, masked, or turned away from traffic.
These inspections shall include at least one night inspection per week. The TCS or another representative who is certified as a worksite traffic supervisor shall perform these inspections.
- (7) Insuring that traffic control devices are functioning as required.
- (8) Overseeing all requirements covered by the Contract which contribute to the convenience, safety and orderly movement of traffic. Have an up-to-date copy of the MUTCD and applicable standards and specifications available at all times on the project.
- (9) Attending all project scheduling meetings.
- (10) Supervising the cleaning and maintenance of all traffic control devices.

A certified worksite traffic supervisor shall be responsible for Traffic Control Management (TCM) on a 24-hour-per-day basis. The TCS shall be on the work site at all times when Traffic Control Management (TCM) is performed and shall be on call at all times.

Crack Sealing

I General

Submittal Requirements

- Product Data
 - Installation Instructions
1. Joint seal material found to cause application problems or found to result in unsafe conditions prior to or during use will be just cause to cancel the existing contract immediately and the supplier will be responsible for the removal of any remaining sealant stored on Agency property.
 2. Sealant boxes shall be manufactured from double wall board producing a minimum bursting test certification of 350 PSI (241N/cm²) and water resistant adhesives.
 3. Palletized units shall be protected from weather by using a three (3) mil plastic bag weather and moisture resistant white in color (not transparent) cap sheet and a minimum of two (2) layers of six (6) month U.V. protected stretch wrap.
 4. Each pallet shall contain a copy of the sealant Installation Instructions enclosed in a weather resistant enclosure.
 5. Each sealant box container shall be labeled for easy visual identification (application & safe heating temperature, lot/batch/ID information, safety information)

6. Manufacturer shall supply a detailed safety instruction manual.

II Products

Deery Super Stretch

III Execution

Each sealant box container shall be labeled for easy visual identification (application & safe heating temperature, lot/batch/ID information, safety information). All installations must be per the manufacturer's recommendation.

Mastics

I General

Submittal Requirements

- Product Data
- Installation Instructions

II Products

- Crafc0 Mastic One
- Maxwell Gap Mastic
- Deery Level and Go

III Execution

Each sealant box container shall be labeled for easy visual identification (application & safe heating temperature, lot/batch/ID information, safety information). All installations must be per the manufacturer's recommendation.

Item No.	Estimated Quantity	Unit	Description and Unit Price in Words	Engineers Estimate		TNT Striping		CKC Operations LLC		Superior Asphalt LLC LLC	
1a	750	lb	Parks Maintenance Facility Crack Sealing: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb	\$ 1.90	\$ 1,425.00	\$ 1.85	\$ 1,387.50	\$ 2.35	\$ 1,762.50	\$ 5.42	\$ 4,065.00
				(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)
1b	750	lb	Parks Maintenance Facility Mastic: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb	\$ 3.10	\$ 2,325.00	\$ 3.15	\$ 2,362.50	\$ 4.48	\$ 3,360.00	\$ 3.78	\$ 2,835.00
				(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)
2a	3,000	lb	Deerfield Park Crack Sealing: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb	\$ 1.90	\$ 5,700.00	\$ 1.85	\$ 5,550.00	\$ 2.35	\$ 7,050.00	\$ 5.42	\$ 16,260.00
				(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)
2b	1,500	lb	Deerfield Park Mastic: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb	\$ 3.10	\$ 4,650.00	\$ 3.15	\$ 4,725.00	\$ 4.48	\$ 6,720.00	\$ 3.78	\$ 5,670.00
				(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)
3a	1,125	lb	Brenden Theater Parking Lots Crack Sealing: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb	\$ 1.90	\$ 2,137.50	\$ 1.85	\$ 2,081.25	\$ 2.35	\$ 2,643.75	\$ 5.42	\$ 6,097.50
				(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)
3b	550	lb	Brenden Theater Parking Lots Mastic: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb	\$ 3.10	\$ 1,705.00	\$ 3.15	\$ 1,732.50	\$ 4.48	\$ 2,464.00	\$ 3.78	\$ 2,079.00
				(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)
4a	405	lb	Centennial Park Parking Lots Crack Seal: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb	\$ 1.90	\$ 769.50	\$ 1.85	\$ 749.25	\$ 2.35	\$ 951.75	\$ 5.42	\$ 2,195.10
				(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)
4b	135	lb	Centennial Park Parking Lots Mastic: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb	\$ 3.10	\$ 418.50	\$ 3.15	\$ 425.25	\$ 4.48	\$ 604.80	\$ 3.78	\$ 510.30
				(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)
5a	2,499	lb	16th Street Crack Seal: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb	\$ 1.90	\$ 4,748.78	\$ 1.85	\$ 4,623.82	\$ 2.35	\$ 5,873.50	\$ 5.42	\$ 13,546.53
				(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)
5c	1	LS	16th Street Traffic Control: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb	\$ 6,500.00	\$ 6,500.00	\$ -	\$ -	\$ 5,500.00	\$ 5,500.00	\$ 4,500.00	\$ 4,500.00
				(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)

Item No.	Estimated Quantity	Unit	Description and Unit Price in Words	Engineers Estimate		TNT Striping		CKC Operations LLC		Superior Asphalt LLC LLC	
6a	4,324	lb	7th Street Crack Seal: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb	\$ 1.90	\$ 8,216.21	\$ 1.85	\$ 7,999.99	\$ 2.35	\$ 10,162.15	\$ 5.42	\$ 23,437.81
				(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)
6b	1	LS	7th Street Traffic Control: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb	\$ 6,500.00	\$ 6,500.00	\$ -	\$ -	\$ 2,500.00	\$ 2,500.00	\$ 4,500.00	\$ 4,500.00
				(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)
7a	7,627	lb	Airport Road Crack Seal: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb	\$ 1.90	\$ 14,492.14	\$ 1.85	\$ 14,110.76	\$ 2.35	\$ 17,924.48	\$ 5.42	\$ 41,340.72
				(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)
7b	1	LS	Airport Road Traffic Control: shall include all traffic control, mobilization, demobilization, materials, and equipment. All costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately, but shall be included in the work. per lb	\$ 6,500.00	\$ 6,500.00	\$ -	\$ -	\$ 2,500.00	\$ 2,500.00	\$ 4,500.00	\$ 4,500.00
				(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)
7b	1	LS	Ownwerrs Contingency:	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00
				(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)	(Numeric)
				\$ 72,587.63		\$ 52,247.82		\$ 76,516.93		\$ 138,036.97	



**CITY OF RIFLE
PURCHASE REQUEST**

1.	Vendor Name	NEW: W-9 attached ☐
	TNT Striping LLC	

2.	Vendor Address
	1275 Dogwood Drive, Rifle Colorado 81650

3.	For the Purchase of (description)
	Construction Services for the 2023 Crack Sealing Project

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	\$52,247.82	\$50,000(201)	

5.	Dept. Name	General Ledger Acct #
	Streets and Facilities	\$29,984.57 in 201-4312-400-641/\$18,449.50 in 210-4521-400-430/\$3,813.75 in 100-4195-400-430

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

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

8.	Authorization Required		
	☒	City Manager	
	☒	City Council	

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



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.d.

Agenda Item Name:

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

Presenter:

Misty Williams, City Clerk
Wayne Pleasants

Item Description:

Staff desires to add flexibility for potential outdoor uses of the venue by expanding the liquor license area into 4th Street, on select dates May 4, 2023 through December 31, 2023. This may be a temporary situation by state rules, but City Council approval is a prerequisite of State Liquor License Approval.

Recommended Action:

Move to approve the Temporary Modification of Premises application for City of Rifle dba Ute Theater and Event Center.

Fiscal Impact:

This modification will allow greater opportunities for outdoor activities related to the Ute Theater during the summer season. Staff expects that this will potentially increase revenue.

Operational Impact:

Staff time for planning, set-up and clean-up will increase. We plan for increased capacity or increased fees to offset the costs.

Prior Board Motions:

None

Background Information:

City of Rifle dba Ute Theater and Events Center located at 132 East 4th Street, Rifle CO has submitted a Temporary Modification of Premises application.

The following criteria have been met by the applicant:

- * The application is complete
- * The fees have been paid

I recommend approval of the Temporary Modification of Premises application for City of Rifle dba Ute Theater and Events Center.

Executive Summary:

This temporary modification of premises application is identical to last year's application. The area being licensed will remain the same, The memo attached is still correct and relevant to this application.

Notification Requirements:

None

Prepared By:

Alexis Ramirez, Deputy City Clerk

Attachments:

1. UTE Modification of Premise

Memo

To: City Manager, Honorable Mayor and City Council

From: Wayne Pleasants, Manager, Ute Theater

Date: April 5, 2023

Re: Ute Liquor License Modification of Premise

Tommy,

We wish to continue with the modified premise of the Ute Theater and Event Center Liquor License. In order to continue the approval, City Council has to agree to continue the modification. As you recall this extends the premise into 4th Street. This allows the venue to occasionally host guests in a larger and more flexible space, and provides greater "patio" capacity for outdoor gatherings.

A site image is attached for your reference.

During the time this is in effect, the east half-block of East 4th St. would be closed at both ends with Class III, pedestrian barricades. Use of the premise extension would generally occur in the late afternoon and evening hours and/or weekends. This portion of 4th street has been closed for Ute Events, such as street parties, proms, past Patio Series events, etc. in the past. A special event permit application is required to be submitted and approved, as part of the normal process, prior to this street section being closed.

The affected business on 4th street: Alpine Bank, Rifle Creek Museum, Rifle Works, and 4th Street Cleaners, have approved of this and we have operated with this condition in the Past. Nonetheless, the businesses will be contacted in advance, in-person, by me, Ute Theater Manager prior to any closures for Ute events. Reminders also occur the day before closure.

Staff recommends the continuation of this modification of the Ute Liquor License premise as indicated.

Thank You

Wayne

Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

1. Applicant is a ☐ Corporation ☐ Individual ☒ GOVERNMENT ☐ Partnership ☐ Limited Liability Company		License Number 03-10555	
2. Name of Licensee City of Rifle		3. Trade Name of Establishment (DBA) Ute Theater and Events Center	
4. Address of Premises (specify exact location of premises) 134 E. 4th St.		5. Business Email Address wpleasants@rifleco.org	
City Rifle	County Garfield	State CO	ZIP 81650
Business Phone Number 970-665-6569			
SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.			
Section A – Manager Reg/Change		Section C	
☐ Manager's Registration (Hotel & Restr.) \$30.00		☐ Retail Warehouse Storage Permit (ea) \$100.00	
☐ Manager's Registration (Tavern) \$30.00		☐ Wholesale Branch House Permit (ea)..... \$100.00	
☐ Manager's Registration (Lodging & Entertainment) \$30.00		☐ Change Corp. or Trade Name Permit (ea)..... \$50.00	
☐ Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE		☐ Change Location Permit (ea) \$150.00	
<i>Please note that Manager's Registration for Hotel & Restaurant, Lodging & Entertainment, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.</i>		☐ Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change..... \$150.00	
☒ Change, Alter or Modify Premises \$150.00 x Total Fee:		☐ Addition of Optional Premises to Existing H/R \$100.00 x Total Fee:	
Section B – Duplicate License		☐ Addition of Related Facility to an Existing Resort or Campus Liquor Complex \$160.00 x Total Fee:	
☐ Duplicate License \$50.00		☐ Campus Liquor Complex Designation No Fee	
		☐ Sidewalk Service Area \$75.00	

Do Not Write in This Space – For Department of Revenue Use Only		
Date License Issued	License Account Number	Period
The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.		TOTAL AMOUNT DUE \$00

Instruction Sheet

For All Sections, Complete Questions 1-5 Located on Page 1

☐ **Section A**

To Register or Change Managers, check the appropriate box in section A and complete question 9 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

☐ **Section B**

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 5 for Oath of Applicant signature.

☐ **Section C**

Check the appropriate box in section C and proceed below.

- 1) *For a Retail Warehouse Storage Permit*, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.
- 2) *For a Wholesale Branch House Permit*, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.
- 3) *To Change Trade Name or Corporation Name*, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.
- 4) *To modify Premise, or add Sidewalk Service Area*, go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.
- 5) *For Optional Premises* go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County).
- 6) *To Change Location*, go to page 3 and complete question 7. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit permit application or report of change to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.
- 7) *Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change*, go to page 4, and complete question 8. Use this section to make a current Noncontiguous Manufacturing Location into a Primary Manufacturing Location, or a Primary Manufacturing Location into a Noncontiguous Manufacturing Location. To be eligible for a Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change, you must be a Colorado state licensed manufacturer of vinous liquor pursuant to section 44-3-402 or 44-3-403, C.R.S.
- 8) *Campus Liquor Complex Designation*, go to page 5 and complete question 11. Submit the necessary information and proceed to page 5 for Oath of Applicant signature.
- 9) *To add another Related Facility* to an existing Resort or Campus Liquor Complex, go to page 5 and complete question 12.

Storage Permit	5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit ☐ Retail Warehouse Permit for: ☐ On-Premises Licensee (Taverns, Restaurants etc.) ☐ Off-Premises Licensee (Liquor stores) ☐ Wholesalers Branch House Permit Address of storage premise: _____ City _____, County _____ ZIP _____ Attach a deed/lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.				
Change Trade Name or Corporate Name	6. Change of Trade Name or Corporation Name ☐ Change of Trade name/DBA only ☐ Corporate Name Change (Attach the following supporting documents) 1. Certificate of Amendment filed with the Secretary of State, or 2. Statement of Change filed with the Secretary of State, <u>and</u> 3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement. <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 50%; padding: 2px;">Old Trade Name</td><td style="width: 50%; padding: 2px;">New Trade Name</td></tr> <tr> <td style="padding: 2px;">Old Corporate Name</td><td style="padding: 2px;">New Corporate Name</td></tr> </table>	Old Trade Name	New Trade Name	Old Corporate Name	New Corporate Name
Old Trade Name	New Trade Name				
Old Corporate Name	New Corporate Name				
Change of Location	7. Change of Location NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held. Date filed with Local Authority _____ Date of Hearing _____ (a) Address of current premises _____ City _____ County _____ ZIP _____ (b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee) Address _____ City _____ County _____ ZIP _____ (c) New mailing address if applicable. Address _____ City _____ County _____ State _____ ZIP _____ (d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.				

Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change	8. Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change Select the option that applies to your situation: ☐ Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); or ☐ Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2). (a) Address of Location 1: _____ City _____ County _____ ZIP _____ (b) Address of Location 2: _____ City _____ County _____ ZIP _____
Change of Manager	9. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8), C.R.S. (a) Change of Manager Former manager's name _____ New manager's name _____ (b) Date of Employment _____ Has manager ever managed a liquor licensed establishment? ☐ Yes ☐ No Does manager have a financial interest in any other liquor licensed establishment? ☐ Yes ☐ No If yes, give name and location of establishment _____
Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area	10. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities. (a) Describe change proposed <u>Add 72" X 138' to existing premises in front of the Patio Area to facilitate weekly outdoor concert series.</u> (b) If the modification is temporary, when will the proposed change: Start <u>05/04/2023</u> (mo/day/year) End <u>12/31/2023</u> (mo/day/year) NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00 (c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? (If yes, explain in detail and describe any exemptions that apply) ☐ Yes ☒ No (d) Is the proposed change in compliance with local building and zoning laws? ☒ Yes ☐ No (e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? ☐ Yes ☐ No (f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises. (g) Attach any existing lease that is revised due to the modification. (h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

Campus Liquor Complex Designation	11. Campus Liquor Complex Designation An institution of higher education or a person who contracts with the institution to provide food services (a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex ☐ Yes ☐ No
Additional Related Facility	12. Additional Related Facility To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises. (a) Address of Related Facility _____ (b) Outlined diagram provided ☐ Yes ☐ No

Oath of Applicant		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature <i>Dorinda W. Pleasant</i>	Print name and Title Dorinda W. Pleasant Manager	Date 4/5/23
Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.		
Local Licensing Authority (City or County) City of Rifle		Date filed with Local Authority
Signature <i>[Signature]</i>	Title City Manager	Date 4-5-2023
Report of STATE Licensing Authority		
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.		
Signature	Title	Date

Add
 65'x65'
 space in
 front of
 WFE including
 sidewalks &
 East UT Street

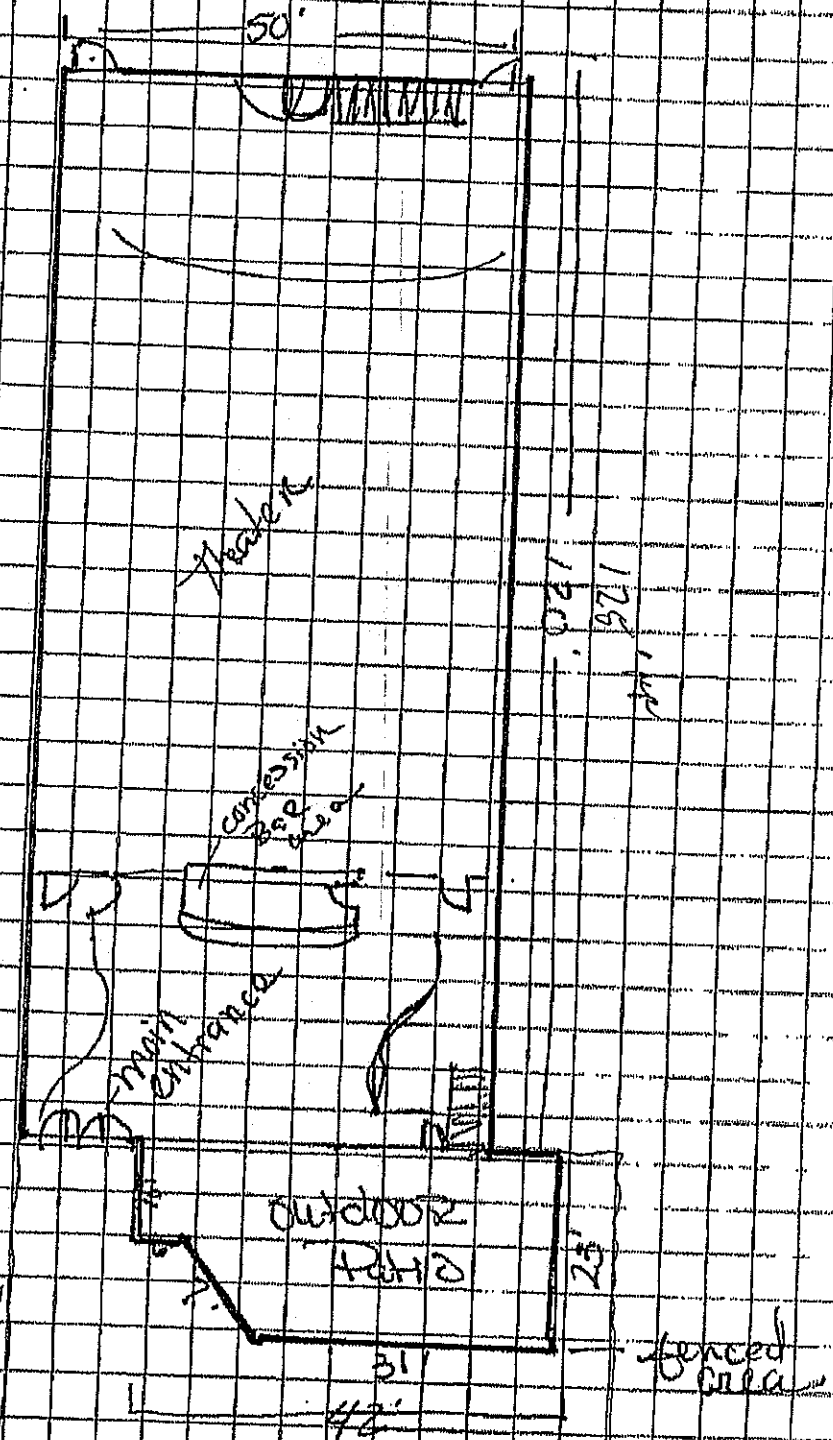


DIAGRAM OF PREMISES



1174440

WARRANTY DEED - The C. F. Howell Block Book & Lida, Co. Denver, Colo. 133727

This Deed, Made this 17th day of August in the year of our Lord one thousand nine hundred and forty one between Lance Senemore and Eva Senemore of the County of Garfield

and State of Colorado, of the first part, and Thelma Senemore, a municipal corporation organized and existing under the laws of the State of Colorado, of the County of Garfield and State of Colorado, of the second part:

Witnesseth: That the said parties of the first part, for and in consideration of the sum of Twenty Five and 00/100 Dollars, to the said parties of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, their heirs and assigns, forever, all the following described lot or parcel of land, situate, lying and being in the County of Garfield and State of Colorado, to-wit:

Lots Fifteen (15) and Sixteen (16), Block "G"
in the Town of Rifle, Colorado

50
PREPARED

Together with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and remainder, remainder and reversion, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of the said parties of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances. To Have and to Hold the said premises above bargained and described, with the appurtenances, unto the said parties of the second part, their heirs and assigns forever. And the said

parties of the first part, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the executing and delivery of these presents, the said parties of the first part, well seized of the premises above conveyed, as of good, sure, perfect, absolute and inalienable estate of inheritance, in law, in fee simple, and have full, good right, full power and lawful authority to grant, bargain, sell and convey the same, in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, except that possession shall not be delivered to the said parties of the second part until September 10th, 1941.

and the above bargained premises, in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will Warrant and Forever Defend.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Lance Senemore (SEAL)

Eva Senemore (SEAL)

(SEAL)

(SEAL)

STATE OF COLORADO,

County of Garfield

County, in the State aforesaid, do hereby certify that

who personally known to me to be the person whose name subscribed to the annexed Deed, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

The foregoing instrument was acknowledged before me this 7th day of August A.D. 1941, by Lance Senemore and Eva Senemore.

Given under my hand and official seal, this 17th day of August A.D. 1941.
My commission expires October 8 1944.

Wida M. Rice
Notary Public

Filed for record the 9 day of August A.D. 1941, at 9:06 o'clock A.M.

No. 1174440 By Thelma Senemore Recorder.

Deputy.



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
04/14/2023

Notification Requirements:

N/A

Prepared By:

Misty Williams, City Clerk

Attachments:

1. Report to City Manager 04.14.2023

WORK REPORT TO CITY MANAGER

04.14.2023

PIO

- Continuing updates on website and social media on local issues and citizen concerns.
- We posted the information regarding the CDPHE report. The decision was made to post the entire report as well as a memo prepared by Jared Emmert who did a fantastic job summarizing the issue.
- Press release regarding potholes and street repairs. We did take the opportunity to briefly discuss the deficits regarding the street fund.

COURT

- Handled 77 adult cases and 6 juvenile cases on April 5 court day.
- Held 7 telephone hearings with inmates in custody.
- Attended CML's Legislative Update webinar. Luckily, one of the bills we have been watching which would have prevented arrests for misdemeanor cases has been indefinitely suspended. However, there are strong indications that it may come back later this session.

FLEET

- Snowplow removal and change to summer configurations.
- Preparation of auction vehicles: 99% complete

OPERATIONS & MAINTENANCE

- Post-winter cleanup
- Pothole repair and street maintenance
- Replacement of sidewalk section, grading, and drainage improvements along frontage of 1725 Railroad Avenue: 95% complete
- Drainage structure maintenance

Two weeks Look-ahead

- 2023 Spring Auction of Surplus Vehicles pre-sale posting
- Preparation for 2023 Spring Cleanup
- Preparation of designated street sections for driving surface remediation

ENGINEERING

Project Status Summary

Project	Status Update	Scope	Bid	Construction Time	Cost Estimate
River bridge Overlay	After a meeting with CDOT, a project is being put together to repair the CDOT bridge joints and overlay the bridge	Bridge Joints and Overlay	TBD	TBD	TBD
Airport Water Tank	The tank has been in fabrication and weather should allow construction to resume by the end of April	New .5MG Water Tank and Rehabilitation of Existing Water Tank	Closed	2023	\$3.8M
Gateway Intersection	The project has been submitted to CDOT for 90% design review and is intended to begin in July or August but is still subject to CDOT review and procurement of traffic signals	Improve Traffic and Pedestrian Safety at the Intersection of Centennial and Whiteriver	May '23	Summer and Fall '23	\$3.5M
Park and Ride	CDOT is working on Grant IGA, the developer and City are working on plan review and subdivision, design is at 60%, Union Pacific Permitting is beginning	New Park and Ride with extension of streets and utilities	Late Summer '23	Fall '23 to Spring '24	\$3.5M
Tripp Drive	Survey and Geotechnical Complete	Rebuild Road and Stabilize Bank	Spring '26	2026	\$350k
Morrow Drive	Survey and Geotechnical Complete	Rebuild Road and Stabilize Bank	Spring '25	2025	\$1M
Whiteriver Ave from 9th Street to 16th Street	Survey and Geotechnical Complete	Rebuild Road, Stabilize Bank, Replace Waterline	Spring '25	2025	\$1.1M
Ute Avenue and 5th Street	Survey and Geotechnical Complete, City staff currently videoing the sewer system for analysis	Replace and Rehabilitate Sewer line, New Waterline, Rebuild Streets and add Sidewalk	Spring '24	2024	\$1.2M
Paradise Island	City has met with landowners and has a plan for easements	TBD	TBD	TBD	TBD
Penwell Transmission Line	Utilities are X-raying existing line	Water Transmission Line from plants to tanks	TBD	TBD	\$8M
River bridge Waterline	CDOT Review Received and Bids to be posted week of 4/10/23	Repair Waterline and add Restraints	April '23	Spring '23	\$65k
Railroad Avenue 5th Street to 9th Street	Utility layout, survey, and geotechnical complete, currently working on final grading and road section	Rehab Sewer line, Replace Waterline, Rebuild Street and Sidewalk	Spring '24	Summer '24	\$2.5M
Railroad Avenue and 5th Street Intersection	Plans complete, waiting for grant notice	New Signal, Sidewalks and Landscaping	TBD	Summer '23	\$600k
2023 Street Improvements	Additional streets being added to list and presented at workshop	Prefontaine, 16th St, 7th St, Wapiti and Airport Road	April '23	Summer '23	

2023 Crack Sealing	Award April 19, 2023	16th St, 7th St, Airport Road, and Parks Parking Lots	Open	Summer '23	\$75k
2023 HA5	Out to bid	Deerfield Subdivision and Highlands East	Open	Summer '23	\$200k
Park Avenue Extension	Met with Landowner and land must be purchased to complete, inspected CDOT bridge over Elk Creek and deemed it not a viable bridge	Bridge and Connection to Centennial Parkways	TBD	TBD	\$2M
Intersection of Park Avenue and Third Street	Plans at 60% completed in house, need to have them reviewed and add utilities	Sidewalk, Waterline, Street Rebuild	TBD	TBD	\$750k
Stormwater SEP	COC executed, awaiting public notice	Study and Improvements of Stormwater	TBD	TBD	TBD
Alley Maintenance	Will put together a bid in Spring	Grading and Mag Chloride	Spring '23	Summer '23	\$50k
Park Hill Retaining Wall	Plans complete, need budget supplemental to continue in 2023	Retaining wall fixing ROW and private issue	Spring '23	Summer '23	\$250k

Financials

Bids have come in for crack sealing under the budgeted amount. HA5 bids will be opened on 4/13/23. The gateway intersection is anticipated to be on or under budget. The Park and Ride is close to the point of making a cost estimate and is anticipated to be close to the budgeted amount. The Park and Ride is anticipated to carry over into 2024.

Administration

- **Website**-If supportable by a new fee structure, ROW permits will be online done on the website Users will be able to apply, pay and request inspections.
- **ROW permits and process**-All recommended changes have been made and have been circulated amongst staff; the changes will be presented to council in a workshop. After receiving council input they will be compiled and reviewed by the City Attorney to go back to council as a resolution, Final Reading will most likely be the second meeting in June allowing for the new process to begin in July
- **GIS** -Engineering and GIS have begun working with Ecopoint to implement a field collection software that is already available with the current City ESRI GIS license. This will allow the City to map stormwater and utilities in house
- **Stormwater**-The City of Rifle has reached the population of 10,000 which is a trigger to be regulated as a Municipal Separate Storm System (MS4) by the EPA. There is money in the 2023 budget for professional services in regards to compliance. It is not expected that the regulation will go into effect in 2023 but Engineering would like to update the water quality portions of the Public Works Manual ahead of the mandates
- **PWM and Eng. Standards**-Changes to the Public Works Manual have been outlined. The primary intent is to update specifications to current industry standards. Changes will be made incrementally because of staff and time constraints. Engineering is working with the Municipal Government Pavement Engineers Council which will be a great resource to ensure that the Public Works Manual remains current
- **2024 budget**-as street projects don't fit within the 2023 budget the 2024 budget begins to develop. Other inclusions are being noted such as a potential Transportation Master Plan which currently is ran to 2025 and would be updated with participation from Planning

- **Street Survey** Engineering has completed a survey of all street conditions. A report of the findings will be compiled in May, but the major takeaway is that preventative maintenance is getting caught up, but more mill/overlays and rehabilitations need to be taking place as seen in the table above. With direction from Council Engineering is compiling a project that would began improving this in 2023
- **Utility Coordination**-Engineering is putting together an agenda for a utility and ROW coordination meeting that will serve as a meeting to coordinate private and public utilities with City projects and Developments. The meeting will likely take place in May 2023 and will be reoccurring bi-annually